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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' NOTICE OF MOTION AND MOTION TO PARTIALLY EXCLUDE THE OPINIONS OF DR. ABHISHEK NAGARAJ**

**FILED UNDER SEAL**

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

Hearing Date: July 15, 2026, 10:00 am
Courtroom: 7

**CERTIFICATION OF COMPLIANCE WITH CIVIL STANDING ORDER SEC. VIII.A**

Pursuant to Sec. VIII.A of the Court's Civil Standing Order, the undersigned counsel certifies that Publishers' counsel met and conferred with Anthropic's counsel by videoconference on March 24, 2026 and by email to discuss the bases for this Motion in an effort to resolve or narrow disputed issues where possible to reduce motion practice.

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## NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 15, 2026, at 10:00 am (*see* ECF No. 587), or as soon thereafter as this matter may be heard, before the Honorable Eumi K. Lee, District Judge, U.S. District Court for the Northern District of California, in Courtroom 7 – 4th Floor, 280 South 1st Street, San Jose, CA 95113, 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, and ABKCO Music, Inc. (collectively, "Publishers") will and hereby do respectfully move this Court for an order partially excluding the opinions of Defendant Anthropic PBC's ("Anthropic") expert witness, Dr. Abhishek Nagaraj.

## STATEMENT OF RELIEF

Publishers respectfully request that the Court exclude Dr. Abishek Nagaraj's opinions that: (i) there is no actual or potential market for assembling all of the data needed to train a general-purpose LLM; (ii) there is no actual or potential market for lyrics used to train a general-purpose LLM; (iii) IP rights protect transformative new ideas and Plaintiffs' expanded view of IP threatens innovation in the music industry; (iv) AI is just as likely to benefit as harm players in the music industry, including because general-purpose LLM technology can lead to market expansion.

## INTRODUCTION

This case is about Anthropic's copying of Publishers' copyrighted song lyrics to train Anthropic's AI models ("Claude") to output content that reproduces or competes in the market with Publishers' lyrics, all without permission or payment. This case is not a referendum on AI technology. It is not about whether AI is good or bad, on net, for society or for Publishers. Anthropic retained Dr. Abhishek Nagaraj, an Associate Professor in the Haas School of Business at the University of California, Berkeley, to opine regarding the "economic issues" related to the fourth factor of the fair-use defense: "the effect of the use upon the potential market for or value of the copyrighted work." 17 U.S.C. § 107(4). Yet Dr. Nagaraj attempts to cloud the record and distract the Court with opinions entirely divorced from that inquiry that are irrelevant to the issues in this case. Those opinions must be excluded.

***First,*** the Court should exclude Dr. Nagaraj's analysis of a market to license ***all*** the data needed to train a "general-purpose" LLM both because that market is not relevant to the effects of Anthropic's use of Publishers' lyrics on the markets for Publishers lyrics and because Dr. Nagaraj cannot reliably define a "general-purpose" LLM or specify how much data is needed to train one. ***Second,*** the Court should exclude Dr. Nagaraj's opinion that no market exists for lyrics used to train a general-purpose LLM because the import of his opinion would destroy functioning licensing markets. Dr. Nagaraj relies on his conclusion that the transaction costs of licensing exceed the value of lyrics for training, but that conclusion would permit any potential licensee that views the process of licensing a work as too difficult to simply use the work for free: an unreliably absurd result. ***Third,*** Dr. Nagaraj exceeds the expert's role by attempting to opine on the purposes of intellectual property law, improperly offering legal arguments rather than factual. ***Fourth,*** Dr. Nagaraj's opinions that AI and LLMs may offer benefits to society and Publishers should be excluded as irrelevant to fair use because they are untethered to the effects of Anthropic's use of Publishers' lyrics on the "potential market for or value of" Publishers' lyrics.

## LEGAL STANDARD

Expert testimony is admissible under Fed. R. Evid. 702 where "the expert's scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue," and the testimony is sufficiently reliable. Fed. R. Evid. 702. The court acts as a gatekeeper for such testimony, "ensur[ing] that any and all scientific testimony or evidence admitted is not only relevant, but reliable." *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 589 (1993). Generally, expert opinion is relevant if the knowledge underlying it has a valid connection to the pertinent inquiry, *Engilis v. Monsanto Co.,* 151 F.4th 1040, 1047 (9th Cir. 2025), and carries "sufficient indicia of reliability." *Metabolife Int'l, Inc. v. Wornick*, 264 F.3d 832, 840 (9th Cir. 2001). There is no presumption in favor of admission. *Engilis*, 151 F.4th at 1049.

## ARGUMENT

### I. Dr. Nagaraj's opinion regarding the market to assemble all of the data needed to train a general-purpose LLM should be excluded.

#### A. The market to assemble all of the data needed to train a general-purpose LLM is irrelevant to whether Anthropic's use of Publishers' lyrics is a fair use.

Dr. Nagaraj's opinion that there is no there is no actual or potential market for all of the data needed to train a general-purpose LLM is irrelevant to fair use. *See* Decl. of Michelle Gomez-Reichman in Supp. of Pls.' Mot to Exclude the Opinions of Dr. Abishek Nagaraj ("Gomez-Reichman Decl.") Ex. A ¶¶ 8, 12, Expert Report of Abhishek Nagaraj, Ph.D., Dec. 19, 2025 ("Rpt."). Evaluating fair use requires considering "the effect of the use upon the potential market for or value ***of the copyrighted work.***" 17 U.S.C. § 107(4) (emphasis added). In conducting this analysis, courts consider "the extent of market harm caused by the particular actions of the alleged infringer [and] also whether unrestricted and widespread conduct of the sort engaged in by the defendant would result in a substantially adverse impact on the potential market ***for the original***." *Seltzer v. Green Day, Inc.*, 725 F.3d 1170, 1179 (9th Cir. 2013) (emphasis added) (quoting *Campbell*, 510 U.S. 569, 590 (1994)). The relevant question is "whether [the second work] ***usurps the market for the first*** by offering a competing substitute." *Andy Warhol Found. For Vis. Arts, Inc. v. Goldsmith*, 11 F.4th 26, 36 (2d Cir. 2021) (emphasis added), *aff'd*, 598 U.S. 508 (2023). Here, Publishers allege copyright infringement from Anthropic's unauthorized copying and display of the lyrics to the 499 Works in Suit ("Works"). *See* ECF No. 337–337-2. Accordingly, under 17 U.S.C. § 107, the relevant market harm inquiry must analyze the effect of Anthropic's unauthorized copying and display of Publishers' lyrics upon the "potential market for or value of" ***Publishers' lyrics***.

Dr. Nagaraj's analysis of the "market to assemble all of the data needed to train a general-purpose LLM," should be excluded because it analyzes an irrelevant market and will not "assist the trier of fact to understand the evidence or to determine a fact in issue." Fed. R. Evid. 702(a). There is no dispute that the lyrics to the 499 Works, alone, are not a sufficient dataset for training a general-purpose model. The market to assemble all the data needed to train a general-purpose LLM is a larger, different market than the market for Publishers' lyrics. But under the plain language of § 107, only the market for Publishers' lyrics is relevant to the market harm inquiry.

Revealing the irrelevance of this market, Dr. Nagaraj discusses books and newspapers as potential (and insufficient) data sources for training a general-purpose LLM. *See* Rpt. ¶ 37. Such data sources are not at issue here, nor do they have any bearing on the market for lyrics. During his deposition, Dr. Nagaraj admitted that his market does not focus specifically on the Works and

instead focuses on "all of the different types of diverse data required to train a general purpose LLM[] that goes beyond the works-in-[suit] which is 499 lyrics of songs." Gomez-Reichman Decl. Ex. C, Nagaraj Dep. Tr. 73:13–16 ("Dep. Tr."). Dr. Nagaraj's overbroad and irrelevant market definition reflects Anthropic's attempt to make this case a referendum on generative AI technology itself as opposed to what is actually at issue: Anthropic's unauthorized use of Publishers' lyrics. Whether a market to assemble ***all*** of the data needed to train a general-purpose LLM can exist is irrelevant to the factor-four inquiry and will not assist the trier of fact in assessing the effect of Anthropic's infringement on "the potential market for and value of" Publishers' copyrighted lyrics. Expert testimony should be excluded if it will not "assist the trier of fact to understand or determine a fact in issue," *Cooper v. Brown*, 510 F.3d 870, 942 (9th Cir. 2007), or has no "connection to the pertinent inquiry." *Lin v. Solta Med., Inc.*, 2024 WL 5199905, at *2 (N.D. Cal. Dec. 23, 2024).

**B. Dr. Nagaraj cannot reliably define a market to assemble all of the data needed to train a general-purpose LLM.**

Dr. Nagaraj's analysis of the market to assemble all of the data needed to train a general-purpose LLM is fundamentally unreliable because Dr. Nagaraj cannot clearly define the contours of that supposed market. Dr. Nagaraj's opinion that no market for all of the data needed to train a general-purpose LLM exists necessarily raises the questions of what counts as a "general-purpose LLM" and how much data is actually needed to train one.

But Dr. Nagaraj refuses to define "general-purpose LLM" and to offer any opinion about the amount of data necessary to train such a model. At his deposition, Dr. Nagaraj would not define "general-purpose LLM," stating, "I don't want to offer an opinion and my job in this case doesn't involve offering an opinion on that question." Nagaraj Dep Tr. 19:20–24. He later claimed there's "no line in the sand" for defining a general-purpose LLM. *Id.* at 27:3–8. Dr. Nagaraj also was unable to quantify how much data is needed to train a general-purpose LLM, *id.* at 35:7–12, and admitted that he was not intending to offer a precise number. *Id.* at 61:11–62:23. Instead, he claimed he need only identify the "order of magnitude" of data needed to train a general-purpose LLM, but he cannot even do that much. *Id.* at 67:23–68:7. While he claimed that a general-purpose LLM (whatever that is) must be trained on "tens of trillions" of tokens, *id.*, he admitted that

OpenAI's GPT-3 model is a general-purpose LLM, and that—as described in a paper authored by, among others, Anthropic's Chief Compute Officer Tom Brown and Chief Science Officer Jared Kaplan—GPT-3 was successfully trained on only 300 billion tokens. *Id.* at 42:2–8, 44:4–45:16.

Without any precise definition of a general-purpose LLM or any specification of the amount of data needed to train such a model, Dr. Nagaraj's opinion implodes. As Dr. Nagaraj acknowledges, the largest publicly available dataset consisting of only licensed or public domain data contains roughly 2 trillion tokens. Rpt. ¶ 38 n.53. Thus, it makes an enormous difference to Dr. Nagaraj's conclusion that no market for all of the data necessary to train a general-purpose LLM exists whether such a model requires only 300 billion, or 2 trillion, or 10 trillion tokens. But Dr. Nagaraj admits that this is a "technical and empirical" question that he cannot answer.

To the extent Dr. Nagaraj attempts to define these critical concepts, he collapses his market analysis into circularity. Dr. Nagaraj admitted that, "the way that I have defined a general purpose LLM is . . . one that relies on a large number of tokens in order to train." Dep. Tr. at 38:23–39:3. But having defined the market to only include models that require a large (but unspecified) number of tokens to train, Dr. Nagaraj essentially defined the relevant market as models that require more training data than can be licensed. It is tautological that no market exists to license more data than can be licensed; that sort of logic circle is neither reliable nor helpful to the trier of fact. *Grodzitsky v. American Honda Motor Co., Inc.*, 957 F.3d 979, 983 (9th Cir. 2020) (excluding expert's testimony under *Daubert* as "circular" that a car part should last as long as a car is on the road).

Dr. Nagaraj's market definition also rests on an unreliable "all-or-nothing" premise that a general-purpose LLM developer must be able to license or acquire ***all of the data*** needed to train their model, otherwise ***no market exists***. But Dr. Nagaraj undermines his "all-or-nothing" premise with his own admission that general-purpose LLM developers—including Anthropic—actively license and acquire datasets that do not contain "all of the data needed" to train their models in the form of so-called "gap-filling" and "last-mile" deals. *See, e.g.*, Rpt. ¶ 73. He also cannot explain why he precludes the possibility that an LLM developer might license less than "all of the data needed" to train their model while relying on open-source data for the rest.

Further, because this definition restricts the "buyers" in his market to only companies building "general-purpose LLMs," Dr. Nagaraj excludes all developers of so-called "single-purpose" LLMs who may license Publishers' lyrics to train their models in the same or substantially similar manner as Anthropic. Rpt. ¶ 77. Indeed, his definition excludes LLM developers like Udio and Klay—two "single-purpose" LLM developers that have licensed Plaintiff UMPG's lyric catalog (including the Works) to train and develop models focused on song and music creation. *Id.* at ¶¶ 77–78. Dr. Nagaraj cannot credibly deny that UMPG would lose the revenues and contractual benefits gained from its licenses with these companies if they were to adopt the same infringing conduct as Anthropic. Such conduct, if it became widespread, would clearly impact the "potential market for and value of" Publishers' copyrighted lyrics as training data for AI companies, and yet Dr. Nagaraj's circular market definition excludes Udio and Klay from his analysis. Dr. Nagaraj's entire market definition analysis should be excluded as wholly subjective and unsound. *See Cisco Sys. Inc. v. Arista Networks, Inc.*, 2016 WL 11752975, at *3 (N.D. Cal., Nov. 16, 2016).

Last, Dr. Nagaraj's own prior publications contradict the opinion he offers here, revealing the unreliability of that opinion. In an earlier publication, Dr. Nagaraj expressly acknowledged the existence of a "nascent market for licensing content . . . for the training of LLMs" and pointed to licenses involving both academic publishers and Reddit. S. Jia, A. Nagaraj, *Cloze Encounters: The Impact of Pirated Data Access on LLM Performance*, NAT.'L BUREAU OF ECON. RESEARCH, Working Paper No. 33598, 8–9 (March 2025), https://www.nber.org/papers/w33598. His other works reflect similar views. *See, e.g.*, Brent A. Lutes, ed., *Identifying the Economic Implications of Artificial Intelligence for Copyright Policy*, UNITED STATES COPYRIGHT OFFICE, 40–44 (Feb. 2025), https://www.copyright.gov/economic-research/economic-implications-of-ai/ (discussing imposition of potential training data access regimes for AI developers).

## II. Dr. Nagaraj's opinion that the market for licensing Publishers' lyrics for AI training does not exist improperly allows potential licensees to use copyrighted works for free.

Dr. Nagaraj's opinion that no market exists for a general-purpose LLM to license Publishers' lyrics for AI training should be excluded because it leads to the absurd result that any potential licensee can use a work for free if licensing is too difficult. Dr. Nagaraj opines that Anthropic's

unlicensed use of Publishers' lyrics did not harm the market for those lyrics because, in his view, there is no actual or potential market for lyrics used to train a general-purpose LLM. Rpt. ¶¶ 52–71. He bases this conclusion on two premises: (i) lyrics have low value for training a general-purpose LLM; and (ii) licensing lyrics for training a general-purpose LLM would have substantial transaction costs. *Id.* at ¶¶ 55–60, 64–71. Because, Dr. Nagaraj concludes, the transaction costs associated with licensing lyrics would outweigh the value of those lyrics for training, no market can form. *Id.* at ¶ 71. And because there is no market, there is no market harm to Publishers. *Id.* at ¶ 81.

This opinion should be excluded because it leads to an absurd conclusion: since Anthropic considers licensing lyrics too difficult (*i.e.*, the costs of transacting a license are too high), it should get to use those lyrics for free. But nothing in the law permits an infringer to defend its conduct as fair use on the basis that the process of licensing is too difficult. If an infringer does not value a copyrighted work sufficiently highly to be worth incurring the costs of licensing, the infringer's other option is to ***not use the work***. Indeed, Dr. Nagaraj admits that "the ability to exclude is an important factor of a well-functioning market." Dep. Tr. 185:21–186:3. Yet the import of his opinion is to make it impossible for a rightsholder to exclude potential licensees from using the work for free—effectively destroying the licensing market. Anthropic doesn't get to eat at a restaurant for free because it values the food less than the difficulty of making a reservation. See *In re Apple iPhone Antitrust Litig.*, 2022 WL 1284104, at *7 (N.D. Cal. Mar. 29, 2022) (excluding expert testimony under *Daubert* that led to absurd results).

Dr. Nagaraj's opinion is also unreliable because it relies on a circularity. Dr. Nagaraj's opinion that lyrics have low value for training a general-purpose LLM relies substantially on Anthropic's [redacted] *See* Rpt. ¶¶ 58–59; Gomez-Reichman Decl. Ex. B ¶ 101, Expert Rebuttal Report of Abhishek Nagaraj, PhD ("Rebuttal"). But that [redacted] *See* Gomez-Reichman Decl. Ex. D 43:2–44:13, Turvey 30(b)(1) Dep. Tr. (reviewing document stating that [redacted]

[redacted] Of course, Anthropic [redacted] *See id.* at 63:17–64:18 (admitting "[redacted]"). In other words, Anthropic's [redacted] But whether Anthropic can scrape and use Publishers' lyrics for free is precisely the issue this case presents. Dr. Nagaraj's opinion that Anthropic would not pay much for lyrics thus assumes an answer to the very issue at the heart of the case, and his opinion thus assumes the conclusion Anthropic is offering his opinion to support.

Dr. Nagaraj's transaction-costs opinion is also untethered from the undisputed facts in this case. Anthropic itself [redacted]. *See* Gomez-Reichman Decl. Ex. E 38:4–41:13, Turvey 30(b)(6) Dep. Tr. Evidently, the attendant transaction costs for licensing data for training AI models or other AI development are not, as Dr. Nagaraj asserts, "prohibitive" such that a market cannot develop.

**III. Dr. Nagaraj improperly offers irrelevant opinions on the proper scope of IP law.**

In his rebuttal, Dr. Nagaraj improperly seeks to opine on what he views as the appropriate scope of copyright law. Rebuttal ¶¶ 83–93. In response to Publishers' expert Dr. Michael Smith's opinion that Claude produces potential market substitutes for Publishers' lyrics that dilute the market for Publishers' lyrics, Dr. Nagaraj argues that Dr. Smith's opinion "is at odds with the economic principles underlying intellectual property rights . . . irrespective of whether market dilution occurs, the economic goal of the copyright system and intellectual property is not to protect incumbent innovators from market competition or new innovations." *Id.* at ¶ 83. Dr. Nagaraj then offers his views on the purposes and scope of intellectual property law, including offering a "theoretical understanding of the risks of overbroad IP rights" and citing examples where Congress's changes to the Copyright Act affected the rate of production of new works. *Id.* at ¶¶ 84–93.

Dr. Nagaraj's views on the appropriate scope of copyright protection should be excluded as irrelevant and improper legal opinions. While experts can appropriately speak to "subsidiary factual questions, such as whether there was harm to the actual or potential markets for the copyrighted work," the balancing of the factors involved in "the ultimate 'fair use' question primarily involves legal work." *Google LLC v. Oracle Am., Inc.*, 593 U.S. 1, 24 (2021); *see also McGucken*

*v. Pub Ocean Ltd.*, 42 F.4th 1149, 1158 (9th Cir. 2022) (stating that "which way in the fair use analysis [a factor] points in a particular case, and by how much, is a legal question"). It is axiomatic that "an expert witness cannot give an opinion . . . on an ultimate issue of law[.]" *Laatz v. Zazzle, Inc.*, 2025 WL 3205586, at *4 (N.D. Cal. Nov. 17, 2025) (quotations and citations omitted). That is what Dr. Nagaraj does here. He goes far beyond addressing whether Anthropic's use of Publishers' lyrics harmed any markets for those lyrics to offer numerous legal arguments that do not address any subsidiary fact in issue and therefore will not help the trier of fact. *See* Fed. R. Evid. 702(a). All of it should be excluded as impermissible expert testimony under Rule 702.

## IV. Dr. Nagaraj's opinions that society and Publishers may benefit from AI should be excluded because Dr. Nagaraj does not connect those benefits to Anthropic's use of Publishers' lyrics.

In rebuttal to Dr. Smith, Dr. Nagaraj improperly argues that AI may have benefits, both generally and for music publishers. Rebuttal ¶¶ 50–82. These opinions should be excluded because they are irrelevant to "the effect of the ***use*** upon the potential market for or value of the ***copyrighted work***." 17 U.S.C. ¶ 107(4) (emphasis added). While fair use analysis "must take into account the public benefits the copying will likely produce," *Google LLC,* 593 U.S. at 35, any such public benefits must flow from that ***copying*** to be relevant. Public benefits that flow from a defendant's technology generally, but that have no connection to a defendant's use of the copyrighted work at issue specifically, are not relevant. Dr. Nagaraj does not connect any of the purported benefits of AI he discusses to Anthropic's use of Publishers' lyrics. Dr. Nagaraj discusses "the positive impact AI can bring to bear on markets in general . . . ," citing evidence of AI's broader economy-wide labor market impacts and occupations, like customer-support agents or software coders, whose productivity AI has enhanced. Rebuttal ¶¶ 50–58. None of this has any relevance to Claude's effects on songwriters and music publishers and the markets for their works.

Dr. Nagaraj discusses how creators and music publishers could benefit from AI, arguing that "AI can play a complementary role in creating music" and that "Plaintiffs may therefore not be harmed by the proliferation of AI but rather benefit from it." *Id.* at ¶¶ 59–68. But he does not attribute any of those benefits to Claude specifically, let alone to Claude's use of Publishers' lyrics. Quite the opposite: he argues that "the most useful AI tools for generating music (whether lyrics

or audio) may be custom AI tools, rather than general-purpose LLMs." *Id.* at ¶ 65. That songwriters and music publishers may benefit from other AI tools that are not Claude is neither disputed—indeed, Publishers have licensed their works to some of those AI tools—nor relevant to the effect of *Claude* on Publishers. And whether AI proliferation in general ultimately benefits or harms Publishers is irrelevant to whether Anthropic's use of Publishers' lyrics harms Publishers.

Dr. Nagaraj similarly fails to connect his argument that the entry of AI-created works will expand the market for creative works to Anthropic's use of Publisher's lyrics. *See* Rebuttal ¶¶ 69–82. Whether AI will expand the market for creative works generally, or "creat[e] new opportunities for customer market research," *id.* at ¶ 78, or even create new types of music, *id.* at ¶ 79, is irrelevant; the only potentially relevant question is whether Anthropic's use of Publishers' lyrics will expand the market for Publishers' lyrics. Similarly, Dr. Nagaraj never ties his opinion that "adding AI-generated lyrics to the market may have other added benefits, like democratization and diversity," *Id.* at ¶ 75, to the effect of Anthropic's use of Publishers' lyrics on the market for those lyrics.

In any event, a use's countervailing benefits to the rightsholder in other arenas cannot excuse the market harm that use causes. The Ninth Circuit has decisively rejected this argument, holding that "increased sales of copyrighted material attributable to unauthorized use should not deprive the copyright holder of the right to license the material." *A&M Recs., Inc. v. Napster, Inc.*, 239 F.3d 1004, 1018 (9th Cir. 2001); *see also UMG Recordings, Inc. v. MP3.com, Inc.*, 92 F. Supp. 2d 349, 352 (S.D.N.Y. 2000) ("Any allegedly positive impact of defendant's activities on plaintiffs' [] market in no way frees defendant to usurp a further market that directly derives from reproduction of the plaintiffs' copyrighted works"). Even if Anthropic's use of Publishers' lyrics benefitted Publishers as Dr. Nagaraj claims, those benefits cannot justify Anthropic' use of Publishers' lyrics.

## CONCLUSION

For the foregoing reasons, Publishers respectfully request that the Court exclude Dr. Nagaraj opinions regarding (i) the actual or potential market for assembling all of the data needed to train a general-purpose LLM; (ii) the actual or potential market for lyrics used to train a general-purpose LLM; (iii) the proper scope of IP rights and their effect on innovation in the music industry; and (iv) the general benefits AI offers to society or Publishers.

Dated: March 31, 2026

Respectfully submitted,

*/s/ Michelle Gomez-Reichman*

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