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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

Case Number: 3:24-cv-03811-JSC

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
INJUNCTION; MEMORANDUM OF
LAW IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
INJUNCTION**

Judge: Hon. Jacqueline Scott Corley

Hearing Date: October 3, 2024

Time: 10:00 AM

Courtroom: 8

NOTICE OF MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on October 3, 2024, at 10:00 a.m., or as soon thereafter as this matter may be heard, before the Honorable Jacqueline Scott Corley, 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 the Court pursuant to Federal Rule of Civil Procedure 65 and Local Rule 65-2 for issuance of a preliminary injunction against Defendant Anthropic PBC (“Anthropic”).

Specifically, Publishers seek a preliminary injunction requiring Anthropic to (1) maintain effective guardrails to prevent its artificial intelligence (“AI”) models from generating output that reproduces, distributes, or displays Publishers’ lyrics or creates derivative works using those lyrics; and (2) refrain from making or using unauthorized copies of Publishers’ lyrics to train future AI models.

This Motion is made on the following grounds, as explained more fully in the accompanying Memorandum of Points and Authorities and supporting papers. Publishers seek a prohibitory preliminary injunction narrowly tailored to stem Anthropic’s infringement while this case proceeds. All four preliminary injunction factors favor issuance of the narrow injunction Publishers seek. First, Publishers are likely to succeed in establishing that Anthropic’s unauthorized copying of Publishers’ lyrics constitutes direct copyright infringement. Anthropic has built its AI models and a multibillion-dollar business by systematically copying and disseminating copyrighted text—including the lyrics to myriad musical compositions owned and controlled by Publishers—as the input and output of those AI models. Second, Anthropic’s infringement harms Publishers and their songwriters in immeasurable ways—including diminishing Publishers’ control over their works, damaging their relationships with songwriters and goodwill with authorized licensees, and hindering the development of a legitimate licensing market for Publishers’

1
2 lyrics as training data. Third, the balance of equities tips sharply in Publishers’ favor. Fourth, a
3 preliminary injunction is in the public interest.

4 Publishers base their Motion on this submission; the attached Memorandum of Points and
5 Authorities in support therefor; the accompanying Declarations of Duff Berschback (“Concord
6 Decl.”), Alisa Coleman (“ABKCO Decl.”), Kenton Draughon (“CCMG Decl.”), David Kokakis
7 (“UMPG Decl.”), Ben Y. Zhao (“Zhao Decl.”), Michael D. Smith (“Smith Decl.”), Ed Newton-
8 Rex (“Newton-Rex Decl.”), Timothy Chung (“Chung Decl.”), and the exhibits thereto; the
9 previously filed Declarations of Bart Herbison (“Herbison Decl.”), ECF No. 46, Dan Seymour
10 (“Seymour Decl.”), ECF No. 49, Dr. Robert Leonard (“Leonard Decl.”), ECF No. 50, and the
11 exhibits thereto; the Complaint; and upon such oral argument of counsel, testimony, and
12 documentary evidence as may be presented at the hearing on this Motion.

1
2 Dated: August 1, 2024

/s/ Timothy Chung

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INTRODUCTION¹

1
2 Defendant Anthropic PBC (“Anthropic”) has built a multibillion-dollar artificial
3 intelligence (“AI”) business on brazen, widespread copyright infringement. Anthropic
4 systematically copies and disseminates copyrighted works—including the lyrics to innumerable
5 musical compositions owned and controlled by Plaintiffs (collectively, “Publishers”).² By copying
6 and distributing their lyrics without permission, Anthropic violates Publishers’ copyrights,
7 unlawfully enriches itself at the expense of Publishers and songwriters, and diminishes the inherent
8 value of their works. Anthropic has no excuse for ignoring longstanding copyright law, and when
9 it does so, there are real victims who suffer real consequences. Technology companies may prefer
10 to live by the mantra “move fast and break things,” but they are not entitled to move fast by stealing
11 the raw materials for the products they sell, shortchanging owners and authors in the process.

12 The technology behind AI is complex, but the legal and factual issues before this Court are
13 straightforward. Publishers own or control copyrights in many of the most artistically and
14 culturally significant musical compositions of all time, including “What A Wonderful World,” “A
15 Change Is Gonna Come,” and “American Pie.” Anthropic, meanwhile, builds its AI models by
16 illegally copying lyrics and other text culled from the internet and exploiting that content both as
17 the input to train its AI models and as the output those models generate.

18 Anthropic concedes the critical facts of its infringement. When the parties briefed
19 Publishers’ preliminary injunction motion before the Middle District of Tennessee, Anthropic did
20 not dispute that it copies Publishers’ lyrics on a massive scale to train its AI models, or that its
21 models reproduced, distributed, and displayed copies and derivatives of those lyrics, all without
22 permission. That is copyright infringement.

23
24 ¹ Plaintiffs first moved for a preliminary injunction in November 2023, promptly after filing suit,
25 in the U.S. District Court for the Middle District of Tennessee. *See* ECF No. 41. That court did not
26 rule on the pending preliminary injunction motion before transferring the case to this Court.
27 Plaintiffs hereby renew their request for a preliminary injunction, updating their prior briefing to
28 address relevant Ninth Circuit case law, intervening developments, and ongoing irreparable harm.

² Plaintiffs are music publishing companies Concord Music Group, Inc. (“Concord”); Capitol
CMG, Inc., 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”).

1 Publishers own or control exclusive rights in millions of musical compositions, including
2 the 500 works in Exhibit A to the Complaint (the “Compositions”). Concord Decl. ¶¶ 7-8; ABKCO
3 Decl. ¶¶ 6-7; UMPG Decl. ¶¶ 7-8; CCMG Decl. ¶¶ 7-8. Each Composition was registered with the
4 Copyright Office within five years of publication. Concord Decl. ¶ 9; ABKCO Decl. ¶ 9; UMPG
5 Decl. ¶ 9; CCMG Decl. ¶ 9. The Compositions include many of history’s most popular and beloved
6 songs, such as “A Change Is Gonna Come,” “God Only Knows,” “What a Wonderful World,”
7 “American Pie,” “Sweet Home Alabama,” “Life Is a Highway,” “Halo,” and “Uptown Funk.”

8 The music publishing business is built on licensing. On songwriters’ behalf, Publishers
9 license the rights to reproduce, distribute, display, and prepare derivative works based on the
10 Compositions across various media. Concord Decl. ¶¶ 10-12; ABKCO Decl. ¶¶ 10-12; UMPG
11 Decl. ¶¶ 10-12; CCMG Decl. ¶¶ 10-12. Publishers license the lyrics to their copyrighted
12 compositions (the “Works”) to digital music services like Spotify and Apple Music; social media
13 platforms such as Facebook and YouTube; lyric aggregators like LyricFind and Musixmatch; and
14 lyrics websites such as Genius.com, authorizing them to share the Works publicly. *Id.* LyricFind
15 and Musixmatch in turn sublicense the Works to search engines like Google, websites like
16 Lyrics.com and AZLyrics.com, and other digital music services. *Id.*; Decl. of Timothy Chung
17 (“Chung Decl.”), Exs. B, C, D. Publishers generally require licensees to credit Publishers and
18 songwriters when disseminating the Works. Concord Decl. ¶¶ 13-14; ABKCO Decl. ¶¶ 14-15;
19 UMPG Decl. ¶¶ 12-13; CCMG Decl. ¶¶ 13-15. On a case-by-case basis, Publishers license the
20 Compositions and their lyrics for incorporation in samples, remixes, soundtracks, sheet music,
21 karaoke products, books, magazines, greeting cards, and merchandising, among other uses. *Id.*

22 The revenues from these licenses are critical. Publishers depend on that revenue to sustain
23 their work discovering, promoting, and protecting songwriters. Concord Decl. ¶ 12; ABKCO Decl.
24 ¶ 13; UMPG Decl. ¶ 15; CCMG Decl. ¶ 10. Songwriters depend on royalties from licensing for
25 their livelihood. Decl. of Bart Herbison, Ex. A (“NSAI Letter”) ¶ 3. Moreover, licensing is a vital
26 tool by which Publishers control the Works’ exploitation, ensure attribution, and manage the
27 profiles of their songwriters. Concord Decl. ¶¶ 11-16; ABKCO Decl. ¶¶ 11-17; UMPG Decl.
28 ¶¶ 11-16; CCMG Decl. ¶¶ 10-16. Anthropic has neither sought nor obtained a license to use the

1 Works. Concord Decl. ¶ 17; ABKCO Decl. ¶ 19; UMPG Decl. ¶ 18; CCMG Decl. ¶ 18.

2 **II. Defendant Anthropic and its copying of the Works**

3 Anthropic is a for-profit technology company valued at \$18 billion or more. Chung Decl.,
 4 Exs. E, F. Anthropic’s primary product is a series of AI models, collectively referred to as “Claude,”
 5 that respond to user prompts with AI-generated text. Decl. of Ben Zhao (“Zhao Decl.”) ¶¶ 35-38.
 6 Anthropic provides individuals and businesses access to Claude in several ways: through a chatbot
 7 interface on its website, as a mobile application, and as an application programming interface
 8 (“API”) that allows businesses to incorporate Claude into their own systems. *Id.* ¶ 37-38. Though
 9 only in its infancy, Anthropic has already attracted billions of dollars in investment. Despite its
 10 enormous resources, Anthropic insists that it must use Publishers’ copyrighted lyrics for free.

11 **A. Anthropic’s copying of the Works as input to train its AI models**

12 To assemble the dataset or “corpus” on which it trains its AI models, Anthropic harvests
 13 vast troves of content—including Publishers’ lyrics—from the internet. While it refuses to fully
 14 disclose the sources of its training data, Anthropic admits to using “publicly available information
 15 from the Internet,” “datasets that [it] licenses from third party businesses,” data that “companies
 16 hired to provide data labeling and creation services voluntarily create and provide,” and “data
 17 [Anthropic] generate[s] internally.” Chung Decl., Ex. V, at 5. Anthropic’s CEO has stated that
 18 Anthropic is also “working on several methods for developing synthetic data,” referring to training
 19 data that is itself generated by artificial intelligence, and revealed that Anthropic “used synthetic
 20 data to build the latest model that powers its chatbot, Claude.” Chung Decl., Exs. Q, R. Anthropic
 21 also admits to using the third-party datasets “Common Crawl” and “The Pile” to train Claude. Decl.
 22 of Jared Kaplan (“Kaplan Decl.”) ¶¶ 22, 24-25, 29 & Ex. A, ECF No. 67-1; Chung Decl. Exs. G,
 23 H. Common Crawl includes copies of Publishers’ lyrics scraped from LyricFind.com,
 24 Musixmatch.com, and Genius.com, all licensees of Publishers. Similarly, The Pile includes copies
 25 of Publishers’ lyrics scraped from subtitles on YouTube. Chung Decl. ¶¶ 9, 23, Exs. G, U.

26 After choosing the text it will use to train Claude, Anthropic “cleans” the text to filter out
 27 material it wishes to exclude, such as material it deems offensive, Zhao Decl. ¶ 19, or redundant,
 28 Kaplan Decl. ¶ 26. But Anthropic chooses not to exclude the Works or texts bearing copyright

1 symbols or other indicia of copyright protection from its dataset. Zhao Decl. ¶¶ 30, 39-41.

2 Next, Anthropic “further break[s] down the code into [short text fragments called] tokens.”
 3 Kaplan Decl. ¶ 22. Anthropic stores Publishers’ lyrics in tokenized format in the model, so that
 4 Claude can re-integrate them on command in response to user queries. Zhao Decl. ¶ 50. Claude
 5 generates text based on the tokenized data Anthropic selects. *Id.* ¶¶ 18, 23, 50.

6 Finally, Anthropic further “finetunes” Claude using techniques like “reinforcement
 7 learning from human feedback” to generate outputs that Anthropic desires. During the finetuning
 8 process, Anthropic prompts and rewards Claude for preferred responses, thereby “encourag[ing]”
 9 the AI models “to behave in ways that are consistent with,” in Anthropic’s judgment, “human
 10 preferences.” *See* Chung Decl., Ex. I. The finetuning dataset Anthropic used to train Claude
 11 includes prompts seeking lyrics, such as:

- 12 • “What are the lyrics to [work-in-suit] American Pie by Don McLean?”
- 13 • “Please provide the lyrics for the [work-in-suit] ‘Only Hope’ by Mandy Moore.”
- 14 • “Do you know the lyrics to ‘I am The Walrus’? . . . Can you give me the first verse?”
- 15 • “Please retype the lyrics, to the song, Mad About You, by Sting.”
- 16 • “Can you help me identify the name of the song that includes the following lyrics[?]”

17 Chung Decl., Ex. J, at 1-5. Anthropic repeatedly encouraged Claude to produce verbatim song
 18 lyrics and unauthorized derivatives of lyrics. Its reason for doing so is obvious: Anthropic
 19 recognized its users would seek lyrics to well-known songs through Claude, and it wanted to ensure
 20 that Claude would complete that task.

21 **B. Anthropic’s copying of the Works in the output of its AI models**

22 Once Anthropic feeds and trains its AI models on a curated dataset filled with copyrighted
 23 content, those models can generate text responses to user prompts—including, frequently, output
 24 containing full or partial copies of Publishers’ lyrics. In fact, when prompted for the lyrics to each
 25 of the 500 Compositions listed in Exhibit A to the Complaint, Claude responded with verbatim or
 26 near-verbatim copies of the Works. *See* Decl. of Dan Seymour (“Seymour Decl.”) ¶¶ 7-8, ECF No.
 27 49; Decl. of Dr. Robert Leonard (“Leonard Decl.”) ¶¶ 18, 21-35, ECF No. 50. For example:

- 28 • When Claude was queried, “What are the lyrics to Roar by Katy Perry,” to which
 Concord owns the copyright, Claude provided an almost identical copy of Concord’s

1 copyrighted lyrics. Seymour Decl., App. B, at 437; Leonard Decl., App. D, at 151-53.

- 2 • When asked, “What are the lyrics to Friends in Low Places by Garth Brooks,” to which
3 Universal owns the copyright, Claude responded with a near-verbatim copy of
4 Universal’s copyrighted lyrics. Seymour Decl., Ex. B, at 314; Leonard Decl., App. C,
5 at 44-45.
- 6 • And when asked, “What are the lyrics to You Can’t Always Get What You Want by the
7 Rolling Stones,” to which ABKCO owns the copyright, Claude generated a near-exact
8 copy of ABKCO’s lyrics. Seymour Decl., Ex. B, at 186; Leonard Decl., App. E, at 412-
9 14.

10 The same pattern played out for each of the 500 Compositions: when prompted, Claude generated
11 near-identical copies of the copyrighted lyrics to each song. Leonard Decl. ¶¶ 18, 21-35.³

12 Anthropic cannot blame these results on the requests of determined infringers. Claude
13 copies the Works even when not specifically prompted for lyrics. For instance:

- 14 • When asked, “Write me a song about the death of Buddy Holly,” Claude provided the
15 lyrics to “American Pie” by Don McLean, to which Universal owns the copyright,
16 though the prompt did not identify the song’s title, artist, or author. Leonard Decl.,
17 App. F, at 1-5.
- 18 • When asked, “Give me the chords to Daddy Sang Bass by Johnny Cash,” Claude
19 provided both chords and copyrighted lyrics to that Composition, to which Universal
20 owns the copyright. Seymour Decl., Ex. C, at 16; Leonard Decl., App. F at 7-8.
- 21 • And when asked to “[w]rite a short piece of fiction in the style of Louis Armstrong,”
22 Claude responded by providing large portions of the lyrics to “What a Wonderful
23 World,” to which Concord owns exclusive rights. Leonard Decl. ¶ 41.

24 Claude also reproduces the Works without attribution, misidentifies the writer, title, or performer,
25 or inaccurately claims attribution for itself. Leonard Decl. ¶¶ 37-39. For example, when asked for
26 the words to “All I Wanted,” Claude provided the lyrics to “Run”—to which Universal owns the
27 copyright—but misidentified them as “the lyrics to the song ‘All I Wanted’ by Paramore.” *Id.* ¶ 44.

28 Claude not only reproduces, distributes, and displays near-exact copies of the Works, but
also uses them to create “mashups” merging the Works with other lyrics or text. *Id.* ¶¶ 42-43, 50.
For instance, when prompted to “[w]rite a poem in the style of the Police,” Claude combined the
lyrics to the songs “Roxanne,” “Don’t Stand So Close to Me,” “Every Breath You Take,” and
“Message in a Bottle,” as performed by The Police, with “Bad Boys,” as performed by Inner Circle
and made famous in the television show *Cops*. *Id.* ¶ 42. Further, Claude uses the Works in ways

³ Claude’s responses vary. When prompted for a Composition’s lyrics several times, Claude may produce the Works verbatim in some replies but not others. Seymour Decl. ¶ 4; Zhao Decl. ¶ 39.

1 their writers never intended. For example, Claude generated a mashup of “Candle in the Wind”
 2 and “Baby Got Back,” adding unsolicited elements from “Goodbye Yellow Brick Road” by Elton
 3 John and Bernie Taupin, generating output such as “Like a candle in the wind / Bouncing merrily
 4 along / Your butt was bigger than them all” and “Goodbye, yellow brick butt.” *See id.* ¶ 50. Such
 5 unauthorized derivative works are particularly harmful, as they so frequently violate the wishes,
 6 compromise the aesthetic, and diminish the artistic stature of the songwriters Publishers represent.

7 **C. Anthropic’s post-litigation implementation of copyright “guardrails”**

8 Anthropic controls Claude’s outputs, including those containing Publishers’ lyrics.
 9 Anthropic has adopted “guardrails” to prevent Claude from distributing certain responses, such as
 10 output regarding political issues, giving medical or legal advice, supporting criminal conduct, or
 11 invading personal privacy. Zhao Decl. ¶ 19; Chung Decl., Ex. K. Prior to this lawsuit, Anthropic
 12 had also implemented certain guardrails around copyrighted lyrics, but they were more porous
 13 than a sieve. Although Claude at times refused to answer prompts for lyrics or warned that
 14 providing lyrics ran afoul of copyright restrictions, simply reentering or rephrasing the prompt
 15 could often bypass the guardrail and generate infringing output. Zhao Decl. ¶ 32. While these
 16 guardrails did little to stop infringement, they reflect Anthropic’s ability to control its infringement.
 17 But despite its ability to control Claude’s outputs, Anthropic failed to consistently prevent
 18 infringement of the Works.

19 After Publishers filed suit and moved for a preliminary injunction, Anthropic added *ad hoc*
 20 guardrails designed to prevent one form of copying Publishers challenge: verbatim reproduction
 21 of complete copyrighted lyrics in Claude’s output. *See* Kaplan Decl. ¶ 43, ECF No. 67-1. But even
 22 these new guardrails cannot prevent all outputs that reproduce Publishers’ lyrics. *See* Zhao Decl.,
 23 ¶¶ 31-34, 51-60; *see also* Chung Decl. Ex. L. Moreover, these output-focused guardrails do nothing
 24 to address the copying in training that makes Claude’s infringing outputs possible.

25 * * *

26 In short, Anthropic’s copying of Publishers’ lyrics is no accident, but rather the product of
 27 Anthropic’s deliberate choices. Anthropic has complete control over the data on which it trains its
 28 AI models and the outputs those models produce, in at least four respects:

- 1 • Anthropic chooses to train Claude using datasets that include Publishers’ lyrics, without
2 a license. *See* Zhao Decl. ¶¶ 39-41. Anthropic could easily decide not to train on
3 copyrighted content or to license such content. *Id.* ¶ 29-30. It does not.
- 4 • Anthropic chooses not to “clean” its training data to remove Publishers’ lyrics. *Id.* ¶¶ 19,
5 28.
- 6 • Anthropic finetunes Claude with prompts requesting Publishers’ lyrics, encouraging
7 the model to produce infringing outputs in response to queries for lyrics. *Id.* ¶¶ 46-48.
- 8 • Anthropic controls the responses that Claude generates as output to users. *Id.* ¶¶ 45, 49.

9 Anthropic has raised billions of dollars to develop AI models it claims will be exponentially
10 more powerful than those available today. Chung Decl., Ex. M. As this case proceeds, Anthropic
11 will continue to develop and release new AI models and to select the data used to train them. *See*
12 Zhao Decl. ¶¶ 27-28. In fact, in just ten months since Publishers filed this lawsuit, Anthropic has
13 developed and released *five* new models, launched a new “Team” subscription tier, and made
14 Claude available as mobile applications for both iPhone and Android users. Chung Decl., Ex. N.

15 Unless enjoined, Anthropic will continue to use Publishers’ current and future lyrics as raw
16 material—conscripting Publishers’ songwriters as a source of free labor—to train ever-more-
17 powerful Claude models that reach ever-larger audiences, magnifying the already-massive harm
18 to Publishers and songwriters. Because Anthropic’s use violates Publishers’ copyrights and causes
19 incalculable harm, Publishers are entitled to a preliminary injunction.

ARGUMENT

20 This Court should issue a preliminary injunction to address Anthropic’s infringement of
21 Publishers’ copyrighted lyrics and the irreparable harm it causes.⁴ “A plaintiff seeking a
22 preliminary injunction must establish [1] that he is likely to succeed on the merits, [2] that he is
23 likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities
24 tips in his favor, and [4] that an injunction is in the public interest.” *hiQ Lab ’ys, Inc. v. LinkedIn*
25 *Corp.*, 31 F.4th 1180, 1188 (9th Cir. 2022) (quoting *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S.
26 7, 20 (2008)). Courts in this Circuit use a “sliding scale” approach, under which “a stronger

27
28 ⁴ To streamline the issues before the Court, Publishers seek a preliminary injunction based on their
direct infringement claim. Publishers reserve the right to assert each claim in the Complaint.

1 showing of one element may offset a weaker showing of another.” *All. for the Wild Rockies v.*
2 *Cottrell*, 632 F.3d 1127, 1131 (9th Cir. 2011).

3 All four factors clearly favor issuance of the narrow preliminary injunction Publishers seek.
4 First, Anthropic’s systematic ingestion, duplication, and dissemination of the Works violate
5 Publishers’ exclusive rights under the Copyright Act. Second, Anthropic’s infringement harms
6 Publishers and their songwriters in immeasurable ways—denying them control over their works,
7 combining their lyrics in unauthorized and sometimes offensive mashups with other lyrics,
8 undercutting the licensing market for their lyrics, diminishing their livelihoods, and damaging their
9 reputations. Third, without an injunction, Publishers and songwriters face hardships that far
10 outweigh the cost to Anthropic of conforming its conduct with the law. Fourth, an injunction serves
11 the public by encouraging songwriters to create and share their works. Courts in this District
12 regularly enter preliminary injunctions when needed to protect music publishers and songwriters.⁵

13 The limited preliminary injunction Publishers seek is narrowly tailored to avoid unduly
14 impeding Anthropic’s business while addressing its infringement. First, Anthropic should be
15 ordered to maintain its already-implemented guardrails to prevent output that reproduces,
16 distributes, and displays Publishers’ lyrics. While those guardrails do not eliminate Publishers’
17 copyrighted content from Claude’s existing training data, the guardrails can reduce infringing
18 outputs. Second, Anthropic should be enjoined from using copies of Publishers’ lyrics to develop
19 or train new AI models. While Publishers ultimately intend to seek more comprehensive permanent
20 relief, Publishers do not at the preliminary injunction stage seek an order directing Anthropic to
21 retrain or withdraw existing AI models trained on Publishers’ lyrics.

22 **I. Publishers are likely to succeed on their direct copyright infringement claim.**

23 Publishers are likely to succeed on the merits of their direct copyright infringement claim.
24 “To establish infringement [of a] copyright, two elements must be proven: (1) [plaintiff’s]
25 ownership of a valid copyright, and (2) copying of constituent elements of the work that are

26
27 ⁵ *E.g., Elvis Presley Enters., Inc. v. Passport Video*, 349 F.3d 622, 629 (9th Cir. 2003), *overruled*
28 *on other grounds by Flexible LifeLine Sys., Inc. v. Precision Lift, Inc.*, 654 F.3d 989, 995 (9th Cir.
2011) (per curiam).

1 original.” *Feist Publ’ns, Inc. v. Rural Tel. Serv. Co.*, 499 U.S. 340, 361 (1991). Publishers need not
 2 prove their case in full at the preliminary injunction stage. *See Iconix, Inc. v. Tokuda*, 457 F.Supp.2d
 3 969, 975 (N.D. Cal. 2006). But in any event, both elements are beyond credible dispute.⁶

4 **A. Publishers own or control valid copyrights in the Works.**

5 Anthropic has not disputed Publishers’ copyright ownership. Publishers are the owners or
 6 exclusive licensees of copyrights in the Compositions, “including any accompanying words,” 17
 7 U.S.C. § 102(a)(2), and each Composition was timely registered with the U.S. Copyright Office.
 8 *See* Concord Decl. ¶ 9; ABKCO Decl. ¶ 9; UMPG Decl. ¶ 9; CCMG Decl. ¶ 9; *see also* Compl.,
 9 Ex. A (listing copyright registration numbers for every Composition). Publishers’ copyright
 10 registrations are prima facie evidence of copyright ownership and validity. *Ent Res. Grp., Inc. v.*
 11 *Genesis Creative Grp., Inc.*, 122 F.3d 1211, 1217 (9th Cir. 1997); 17 U.S.C. § 410(c). At this stage,
 12 Publishers’ declarations as to ownership, identification of copyright registration numbers for each
 13 Composition, and provision of a sample of copyright registration certificates are more than enough
 14 to show likelihood of success on this issue. *See, e.g., Moonbug Ent. Ltd. v. HappyKidsTV*, 2022
 15 WL 18859471, at *6 (N.D. Cal. Dec. 15, 2022).

16 **B. Anthropic copies the Works.**

17 Nor can there be any dispute that Anthropic copies the Works. Only a copyright owner may
 18 reproduce, distribute, publicly display, or prepare derivative works based on its copyrighted work,
 19 or authorize others to do so. 17 U.S.C. §§ 106(1)-(3), (5). Violation of any of those rights
 20 establishes infringement and warrants a preliminary injunction. *See, e.g., Warner Bros. Ent. Inc. v.*
 21 *WTV Sys., Inc.*, 824 F.Supp.2d 1003, 1008 (C.D. Cal. 2011) (finding likelihood of success where
 22

23 ⁶ That this case requires applying longstanding copyright law principles to a new technology does
 24 not change the analysis. Rather, because “[t]his novel question presents a serious legal issue that
 25 is a predicate to each of [Publishers’] claims for relief,” a preliminary injunction is appropriate to
 26 preserve the status quo until these issues are decided on the merits. *See BGC, Inc. v. Bryant*, 2022
 27 WL 6250772, at *3 (N.D. Cal. Sept. 23, 2022). Courts do not hesitate to grant preliminary relief
 28 to copyright holders, even when defendants claim fair use or tout the novelty of their technologies.
See, e.g., Disney Enters., Inc. v. VidAngel, Inc., 224 F.Supp.3d 957, 974 (C.D. Cal. 2016), *aff’d*,
 869 F.3d 848 (9th Cir. 2017); *Fox Television Stations, Inc. v. BarryDriller Content Sys.*, 915
 F.Supp.2d 1138, 1151-52 (C.D. Cal. 2012); *A&M Recs., Inc. v. Napster, Inc.*, 2001 WL 227083,
 at *1 (N.D. Cal. Mar. 5, 2001).

1 “[d]efendants violated at least one exclusive right” of plaintiff copyright holders). Anthropic has
2 not disputed that it copies the Works, both as input to train Claude and the output Claude generates.
3 *See* Opp. 12-21. The evidence unequivocally supports that conclusion.

4 **1. Anthropic unlawfully reproduces, distributes, displays, and prepares**
5 **derivative works based on the Works in the output of its AI models.**

6 By providing unlicensed copies of the Works to its users, Anthropic violates Publishers’
7 exclusive reproduction, distribution, and display rights. And by combining Publishers’ lyrics with
8 lyrics from other songs (or lyrics generated by Claude), Anthropic invades Publishers’ exclusive
9 right to prepare derivative works. Publishers may establish an inference of copying by showing
10 (1) Anthropic’s access to the allegedly infringed works and (2) a substantial similarity between the
11 works at issue. *Hanagami v. Epic Games, Inc.*, 85 F.4th 931, 941 (9th Cir. 2023).

12 First, Publishers establish access. Because Publishers’ lyrics are “widely disseminated” to
13 the public through popular lyrics websites and digital music services, *e.g.*, UMPG Decl. ¶ 12,
14 Anthropic plainly had access to the Works. *See Loomis v. Cornish*, 836 F.3d 991, 995 (9th Cir.
15 2016). Anthropic has also publicly admitted to copying datasets that contain Publishers’ lyrics to
16 train its models, further underscoring its access. *See Zhao Decl.* ¶ 40; *Chung Decl.*, Exs. G, H.

17 Second, Claude’s output is substantially similar to Publishers’ lyrics. Under the two-part
18 analysis employed in this Circuit, works are substantially similar when (1) under an objective,
19 “extrinsic” test, the works share “specific expressive elements,” and (2) under a subjective
20 “intrinsic test,” “the ordinary, reasonable audience’ would find the works substantially similar in
21 the ‘total concept and feel of the works.’” *Cavalier v. Random House, Inc.*, 297 F.3d 815, 822 (9th
22 Cir. 2002) (quoting *Kouf v. Walt Disney Pictures & Television*, 16 F.3d 1042, 1045 (9th Cir. 1994)).
23 When a defendant’s “duplication is literal or verbatim, then clearly substantial similarity exists.”
24 *Bell v. Wilmott Storage Servs. LLC*, 12 F.4th 1065, 1074 (9th Cir. 2021) (quoting 4 NIMMER ON
25 COPYRIGHT § 13.03[A][1]).

26 The evidence that Anthropic’s AI models copy the Works is irrefutable. As Publishers’ side-
27 by-side comparisons show, when prompted for the lyrics to each of the illustrative 500
28 Compositions, Claude generated identical or near-identical copies of the Works, reproducing their

1 expressive elements in full and sometimes explicitly identifying the Works by name. *See* Leonard
2 Decl. ¶¶ 18, 21-35; *id.* App. C, D, E. Claude generated near-exact copies of the Works in response
3 to even oblique requests. *See* Leonard Decl. ¶ 36. Claude also combined verbatim portions of the
4 Works with other lyrics, violating the derivative works right. Anthropic made these infringing
5 outputs “publicly accessible to anyone with an internet connection” “who perform[ed] a particular
6 type of online search,” violating Publishers’ display right, *see Bell*, 12 F.4th at 1072-73, and
7 transmitted outputs containing Publishers’ lyrics from its servers to its users’ computers, violating
8 the distribution right, *see Perfect 10, Inc. v. Amazon, Inc.*, 508 F.3d 1146, 1162 (9th Cir. 2007).

9 This slavish duplication of the Works in Claude’s output establishes striking similarity and
10 proves Anthropic has copied the Works. *See, e.g., Restoration Hardware, Inc. v. Light*, 2023 WL
11 4479250, at *1 (N.D. Cal. July 11, 2023) (finding “flagrant[] copying” based on “a table showing
12 [plaintiffs’] photographs side-by-side with [d]efendants’ infringing photographs”). Given the
13 striking similarity between Publishers’ lyrics and Claude’s outputs, Publishers would still “satisf[y]
14 the copying element of [their] infringement claim” “even were evidence of access not presented.”
15 *Unicolors, Inc. v. H&M Hennes & Mauritz, L.P.*, 52 F.4th 1054, 1084 (9th Cir. 2022).

16 Anthropic’s post-suit implementation of *ad hoc* output guardrails does not moot Publishers’
17 direct copyright infringement claim based on Claude’s verbatim outputs. It is blackletter law that
18 a party “cannot automatically moot a case simply by ending its unlawful conduct once sued.”
19 *Already, LLC v. Nike, Inc.*, 568 U.S. 85, 91 (2013). Because Anthropic remains “free to return to
20 [its] old ways” unless ordered otherwise, Publishers’ output-based copyright infringement claim
21 remains live, and Publishers are entitled to preliminary injunctive relief. *See id.* at 92 (quoting
22 *Deakins v. Monaghan*, 484 U.S. 193, 201 n.4 (1988)).

23 **2. Anthropic unlawfully reproduces the Works as the input for its AI models.**

24 Anthropic indisputably copies the Works when training its AI models. Anthropic admits to
25 training Claude with datasets that include Publishers’ lyrics, *see Zhao Decl.* ¶ 40, and Claude’s
26 output readily reproduces those lyrics. Claude could not, as a technological matter, generate such
27 accurate copies of the Works unless Anthropic first copied the Works as training input. That Claude
28 generates “exact or near-exact copies of [Publishers’] lyrics in response to a query” shows that

1 Anthropic “copied and stored those lyrics” during the training process. *Id.* ¶ 41 (explaining that
 2 “[t]he probability of a randomized LLM generating specific lyrics . . . without having trained on
 3 them, is astronomically low”). When Anthropic scrapes Publishers’ lyrics from the websites of
 4 their licensees, downloads and curates datasets containing the Works, and creates fragmented
 5 copies or “tokens” from the Works without Publishers’ authorization, Anthropic violates—again
 6 and again—Publishers’ right “to reproduce the copyrighted work in copies.” 17 U.S.C. § 106(1).⁷

7 **3. Anthropic engages in volitional conduct.**

8 Anthropic’s actions easily satisfy this Circuit’s volitional conduct requirement. Anthropic
 9 chooses to copy Publishers’ works to train its AI models and affirmatively finetunes the models to
 10 respond to prompts for lyrics to copyrighted songs. *See, e.g., Atari Interactive, Inc. v. Redbubble,*
 11 *Inc.*, 515 F.Supp.3d 1089, 1113 (N.D. Cal. 2021) (“Even though each step is performed
 12 automatically by a computer, the acts remain volitional because [defendant] designed its software
 13 to accomplish those tasks and for its own financial benefit.”). As its new guardrails show,
 14 Anthropic also decides whether and how to limit Claude’s output. Given that Anthropic
 15 “select[s] . . . material for upload, download, transmission, or storage” as training datasets on their
 16 servers and “instigate[s] . . . copying, storage, [and] distribution” of the Works to users, Anthropic’s
 17 volitional conduct is clear. *See VHT, Inc. v. Zillow Grp.*, 918 F.3d 723, 732 (9th Cir. 2019).

18 Anthropic’s selection of the content it uses to train its AI models and its control over their
 19 output distinguishes this case from *Cartoon Network LP, LLLP v. CSC Holdings, Inc. (Cablevision)*,
 20 536 F.3d 121 (2d Cir. 2008).⁸ The conduct found nonvolitional in *Cablevision* was the defendant’s
 21 operation of a service “similar to the recording capability of a DVR in a television viewer’s home.”
 22 *Fox News Network, LLC v. TVEyes, Inc.*, 883 F.3d 169, 181 (2d Cir. 2018). But Anthropic’s AI
 23 models bear no resemblance to an empty-vessel recording device like a DVR, VCR, or photocopier.
 24 Those devices are capable of copying but devoid of content when purchased. When a user records
 25 a TV program or makes a photocopy on such devices, the user determines both the input and output.

26 _____
 27 ⁷ *See also id.* § 101 (defining “copy”); *VidAngel, Inc.*, 224 F.Supp.3d at 967-69 (holding defendant
 that downloaded and encrypted “fragmented copies” of films violated reproduction right).

28 ⁸ The Ninth Circuit relied on *Cablevision* when adopting the volitional conduct requirement.
Perfect 10, Inc. v. Giganews, Inc., 847 F.3d 657, 667 (9th Cir. 2017).

1 By contrast, Anthropic’s Claude models are built on copyrighted works that Anthropic, not the user,
2 intentionally selects, downloads, prioritizes, and feeds to those models. Claude then generates
3 outputs based on the closed universe of material on which it was trained. It is Anthropic’s choice
4 of training data that leads Claude to infringe even when not explicitly asked and to copy even
5 works that users did not seek. *E.g.*, Leonard Decl., ¶¶ 36-37, App. F. Anthropic’s volitional conduct
6 in choosing the data copied to train Claude is itself infringement that Anthropic cannot blame on
7 its users. *See Zillow*, 918 F.3d at 743-44; *TVEyes, Inc.*, 883 F.3d at 181 (finding “clear” volition
8 when online DVR service “decides what audiovisual content to record [and] copies that content”).

9 * * *

10 In sum, Anthropic unlawfully reproduces the Works when it creates copies of the Works
11 during the training process, including in creating datasets, cleaning the text, and tokenizing the
12 text; and unlawfully reproduces, distributes, displays, and creates derivatives of the Works when
13 Claude generates responses that are substantially similar to the Works. Though each infringing step
14 in Anthropic’s process enables the next, each is a distinct copyright violation. Anthropic’s copying
15 of the Works in its training process infringes irrespective of the response Claude generates. And
16 Claude’s output of the Works infringes regardless of Claude’s internal process. When these
17 violations are taken together, Publishers are undoubtedly likely to establish direct infringement.

18 **C. Anthropic’s infringement is not fair use.**

19 Rather than dispute copying, Anthropic seeks refuge in the defense of fair use, for which
20 Anthropic bears the burden of proof. *See Campbell v. Acuff-Rose Music, Inc.*, 510 U.S. 569, 590
21 (1994). Anthropic has invoked fair use only as to its use of the Works in training data, Opp. 5, and
22 not its copying in Claude’s output, for which Anthropic effectively concedes liability.

23 Even as limited to training, Anthropic’s mass copying of Publishers’ lyrics satisfies neither
24 the broader purposes of the fair use doctrine nor the statutory factors that govern its analysis. Fair
25 use ensures that copyright law’s private incentives for human authorship serve “the cause of
26 promoting broad public availability of literature, music, and the other arts.” *Andy Warhol Found.*
27 *for the Visual Arts, Inc. v. Goldsmith*, 598 U.S. 508, 526 (2023) (quoting *Twentieth Century Music*
28 *Corp. v. Aiken*, 422 U.S. 151, 156 (1975)). Anthropic does the very opposite. Rather than foster

1 human creativity, Anthropic consumes copyrighted lyrics wholesale to train its AI models to create
2 uncopyrightable digital facsimiles of human authorship. Anthropic does not need to copy
3 Publishers’ artistic expression to achieve its claimed purpose of training its models. Anthropic
4 could exclude Publishers’ lyrics from its training, but it does not do so because it built Claude
5 knowing and intending it to respond to queries for lyrics. And even when Claude generates “new”
6 lyrics, Anthropic’s conduct remains unfair, because it is enabled by unauthorized copying, attracts
7 subscription fees and investment, and competes directly with songwriters and publishers whose
8 own lyrics are the raw material for Anthropic’s substitutes.

9 In addition to the purposes of the fair use doctrine, courts consider four factors to decide
10 fair use: (1) “the purpose and character of the use,” (2) “the nature of the copyrighted work,”
11 (3) “the amount and substantiality of the portion used in relation to the copyrighted work as a
12 whole,” and (4) “the effect of the use upon the potential market for or value of the copyrighted
13 work.” 17 U.S.C. § 107. As set forth below, none favor Anthropic.

14 **1. Anthropic’s use of the Works is commercial and non-transformative.**

15 The first factor considers “the purpose and character of the use, including whether such use
16 is of a commercial nature or is for nonprofit educational purposes.” *See* 17 U.S.C. § 107(1). This
17 factor also assesses whether the use is “transformative” in the sense that it “adds something new,
18 with a further purpose or different character.” *Goldsmith*, 598 U.S. at 528, 529 (quoting *Campbell*,
19 510 U.S. at 579). The Supreme Court’s recent decision in *Goldsmith* has reigned in the meaning
20 of transformativeness. The Supreme Court clarified that “[m]ost copying has some further purpose,
21 in the sense that copying is socially useful *ex post*,” but “[t]hat alone does not render such uses
22 fair.” *Id.* at 528-29. Accordingly, any reliance by Anthropic on pre-*Goldsmith* case law finding fair
23 use must be closely scrutinized in light of the Supreme Court’s express limitation of the role that
24 “transformativeness” plays under the first factor. Here, Anthropic’s use is both commercial and—
25 as clarified by *Goldsmith*—not transformative.

26 Anthropic has not disputed that its use is commercial. *See* Opp. 24. Anthropic is a for-profit
27 company valued at over \$18 billion that monetizes its AI models in several ways. Chung Decl.,
28 Ex. E. Anthropic charges business customers who access the Claude API based on the length of

1 their prompts and Claude’s responses, generating revenue every time a user requests lyrics through
2 the API and again every time the API generates output copying those lyrics. *See* Chung Decl., Ex.
3 P at 1-2. For individual users, Anthropic sells a subscription-only AI model called “Claude Pro,”
4 for which it charges \$20 per month for “the ability to send many more messages” and receive more
5 responses, among other revenue streams. Chung Decl., Ex. P at 3. In short, each time Anthropic
6 copies and distributes the Works without a license, Anthropic “stands to profit from exploitation
7 of the *copyrighted material* without paying the customary price.” *Harper & Row Publishers, Inc.*
8 *v. Nation Enters.*, 471 U.S. 539, 562 (1985) (emphasis added). Anthropic’s commercial use of the
9 Works is “presumptively an unfair exploitation of the monopoly privilege that belongs to the owner
10 of the copyright.” *Leadsinger, Inc. v. BMG Music Publ’g*, 512 F.3d 522, 530 (9th Cir. 2008)
11 (quoting *Sony Corp. of Am. v. Universal City Studios, Inc.*, 464 U.S. 417, 451 (1984)).

12 Second, Anthropic’s use is not transformative. Anthropic may use a novel process to
13 accomplish its rote copying, but new technology does not automatically make a use transformative.
14 That “unauthorized copies are being retransmitted in another medium [is] an insufficient basis for
15 any legitimate claim of transformation.” *Disney Enters., Inc. v. VidAngel, Inc.*, 869 F.3d 848, 862
16 (9th Cir. 2017) (quoting *UMG Recs., Inc. v. MP3.com, Inc.*, 92 F.Supp.2d 349, 451 (S.D.N.Y.
17 2000)). When training its AI models, Anthropic creates exact copies of the Works and retransmits
18 them in different formats, uses that bear little resemblance to those courts have held transformative.

19 Nor is Anthropic’s purpose transformative.⁹ Under *Goldsmith*, Courts must look to the
20 purpose of the challenged use against the backdrop of its commercial aims:

21 [W]hether the use of a copyrighted work has a further purpose or different character . . . is
22 a matter of degree, and the degree of difference must be balanced against the commercial
23 nature of the use. If an original work and a secondary use share the same or highly similar
24 purposes, and the secondary use is of a commercial nature, the first factor is likely to weigh
25 against fair use, absent some other justification for copying.

26 ⁹ The fair-use analysis must focus on the use that Publishers challenge. *See, e.g., Fox News*
27 *Network, LLC v. TVEyes, Inc.*, 883 F.3d 169, 176 (2d Cir. 2018) (limiting fair-use analysis to
28 challenged “watch” function of service that also provided search functions). Publishers do not take
issue with the creation of large language models in general, but rather Anthropic’s copying of
Publishers’ lyrics in training to build its AI models.

1 598 U.S. at 532-33. By foregrounding whether the defendant copies “to achieve a purpose that is
 2 the same as, or highly similar to, that of the original work,” the first factor addresses “the problem
 3 of substitution—copyright’s *bête noire*.” *Id.* at 528. A use that is “likely to substitute for, or
 4 ‘supplant’” the copyrighted work is not transformative. *See id.* Critically, “whether a work is
 5 transformative cannot turn merely on the stated or perceived intent” of the alleged infringer. *Id.* at
 6 545 (quoting *Andy Warhol Found. for Visual Arts, Inc. v. Goldsmith*, 11 F.4th 26, 41 (2d Cir. 2021)).
 7 It “is, instead, an objective inquiry into what use was made, *i.e.*, what the user does with the original
 8 work.” *Id.*

9 Anthropic copied Publishers’ lyrics to train an AI model that could deliver lyrics, in part or
 10 in full, when prompted. That purpose is evident both in Claude’s outputs and Anthropic’s
 11 “finetuning,” the process by which developers coach their models to perform as desired on
 12 particular tasks. Anthropic’s finetuning data is replete with queries like “Please provide the lyrics
 13 for the song ‘Only Hope,’” *Chung Decl.*, Ex. A, at 2. Through continuous feedback, Anthropic
 14 encouraged its models to prefer giving responses with complete lyrics over those that direct users
 15 to find lyrics on the websites of Publishers’ licensees. *See Chung Decl.*, Ex. J, at 15. Anthropic’s
 16 ultimate use of the Works—as verbatim copies and derivatives in Claude’s output—sheds further
 17 light on the purpose of Anthropic’s use of the lyrics in training. *See VidAngel, Inc.*, 869 F.3d at
 18 861–62 & n.12 (analyzing “intermediate” copying in light of streaming service offered to end
 19 users). Anthropic plainly intended searching for and accessing lyrics to be part of Claude’s feature
 20 set, so it built an AI chatbot that would respond to requests for lyrics with near-exact copies and
 21 derivative works excluded from fair use’s ambit.¹⁰

22 Anthropic’s purpose in copying Publishers’ Works in Claude’s training dataset is “highly
 23

24 ¹⁰ When Claude distorts the Works or combines them with other text, it invades the derivative
 25 works right *Goldsmith* deemed to be a critical check on fair use. *Goldsmith* warned that simply
 26 adding “new expression, meaning, or message” does not make a use transformative, because that
 27 interpretation of Section 107(1) “would swallow the copyright owner’s exclusive right to prepare
 28 derivative works.” 598 U.S. at 541. The first fair-use factor, properly understood, “would not
 weigh in favor of a commercial remix . . . just because the remix added new expression or had a
 different aesthetic” and “does not . . . dispense with the need for licensing” any time a challenged
 use “alter[s] the meaning” of the original. *Id.* Here, Claude’s mashups and mangled copies of lyrics
 amount to unlicensed commercial remixes that are clearly excluded from fair use’s protection.

1 similar” to Publishers’ purpose in licensing the Works: to provide the lyrics online, on demand.
2 Publishers license their lyrics to lyric aggregators, lyric websites, and other digital services to allow
3 individuals to search for and access the Works online. Concord Decl. ¶¶ 11-12; ABKCO Decl.
4 ¶¶ 11-12; UMPG Decl. ¶¶ 11-12; CCMG Decl. ¶¶ 11-12. Anthropic’s AI model can supplant the
5 use of search engines like Google or websites like Genius.com, both Publisher licensees, to find
6 and view the Works—precluding a finding that its use is transformative. *Id.* at 528. That Anthropic
7 trained Claude expecting that it would usurp a typical use of Publishers’ lyrics undercuts the notion
8 that Anthropic’s purpose is any different. *See Associated Press v. Meltwater U.S. Holdings, Inc.*,
9 931 F.Supp.2d 537, 554-55 (S.D.N.Y. 2013) (holding redistribution of plaintiff’s articles not
10 transformative). Because Anthropic’s use of the Works “is so similar to [the copyrighted work]’s
11 typical use,” this factor favors Publishers. *Goldsmith*, 598 U.S. at 547.

12 Anthropic has claimed that it copied Publishers’ lyrics “to teach a neural network how
13 human language works.” Opp. 23. Even if the Court departed from Supreme Court precedent and
14 elevated “the subjective intent of the user” over “what use was made,” *Goldsmith*, 598 U.S. at 545,
15 Anthropic would still fail to justify its use based on that purpose. Anthropic admits it has “no
16 interest” in Publishers’ Works, that similar types of works “are considered fungible for purposes
17 of the model,” and that “it does not ultimately matter,” for example, what specific articles are
18 included in the training data, so long as articles in general are included.” Kaplan Decl. ¶¶ 19, 28.
19 Any text will do. This is antithetical to the foundations of fair use. Unlike a work of criticism or
20 parody that “needs to mimic an original to make its point,” Anthropic’s copying in training is
21 “merely use[d] . . . to avoid the drudgery in working up something fresh.” *Campbell*, 510 U.S. at
22 580. Anthropic already hires third parties to “voluntarily create and provide” training data and
23 trains Claude with “data we generate internally.” Chung Decl., Ex. V, at 5. Anthropic makes
24 unlicensed copies of Publishers’ lyrics and other copyrighted material simply to avoid the effort
25 and expense of generating its own training material, whether by commissioning training text from
26 employees and volunteers or by using synthetic data generated by models trained on licensed or
27 public domain material. *See Newton-Rex Decl.* ¶¶ 21, 29-30.

28

1 Anthropic’s purported need for a large volume of training text is no justification either.
2 Anthropic does not copy Publishers’ works to “comment[] on, criticize[], or provide[] otherwise
3 unavailable information about the original.” *Goldsmith*, 598 U.S. at 545; *see also Campbell*, 510
4 U.S. at 580-81. In fact, “the particular subject” of the copyrighted lyrics is “irrelevant to that
5 purpose,” weighing against fair use. *See TCA Television Corp. v. McCollum*, 839 F.3d 168, 182
6 (2d Cir. 2016) (finding that a play’s “unaltered use” of a copyrighted work “as a theatrical device
7 that sets up the plot, but is of little or no significance in itself” was not fair use). And unlike other
8 instances of mass copying held transformative, Anthropic’s use does not make hard-to-find works
9 newly available or avoid supplanting existing markets for copyrighted works. *See Authors Guild*
10 *v. Google, Inc.*, 804 F.3d 202, 207-10, 218 (2d Cir. 2015). Indeed, Anthropic’s model appears
11 trained to compete with licensed lyric sources—and, to the extent it is successful, supplant them.

12 **2. The Works are within the core of copyright protection.**

13 The second factor—the nature of the copyrighted work—also strongly favors Publishers.
14 17 U.S.C. § 107(2). “Original song lyrics are a work of creative expression . . . which is precisely
15 the sort of expression that the copyright law aims to protect.” *Leadsinger*, 512 F.3d at 531; *see*
16 *also, e.g., Campbell*, 510 U.S. at 586 (explaining that a musical composition is “closer to the core
17 of intended copyright protection” than factual works or compilations). The Works are
18 unquestionably expressive texts within the heart of the Copyright Act’s intended protection.

19 **3. Anthropic uses all or nearly all of each Work.**

20 The third fair-use factor—“the amount and substantiality of the portion used in relation to
21 the copyrighted work as a whole”—also favors Publishers. 17 U.S.C. § 107(3). Copying a work in
22 “total” or taking “the heart” of a work weighs against fair use. *McGucken v. Pub Ocean Ltd.*, 42
23 F.4th 1149, 1162 (9th Cir. 2022).

24 Anthropic has not disputed using the Works in full. Anthropic copies the complete Works
25 as input, enabling Claude to generate output that reproduce the Works, their most distinctive
26 portions, and unlicensed derivatives. *See Zhao Decl.* ¶¶ 40-42; *Leonard Decl.* ¶ 18, 21-37. Because
27 its copying is “total,” Anthropic cannot prove fair use unless it shows that it copied no more than
28 “necessary” for its purpose. *See Monge v. Maya Mags., Inc.*, 688 F.3d 1164, 1179 (9th Cir. 2012).

1 Anthropic cannot make that showing. If Anthropic’s purpose is, as it claims, “to teach a
2 neural network how human language works,” Opp. 23, Anthropic has many alternatives to copying
3 Publishers’ lyrics as training data. Anthropic could use data generated by its workers, “synthetic
4 data” generated by an AI model trained on licensed sources, or training text licensed from any of
5 the many copyright-holders now entering the market to provide training data. Smith Decl. ¶¶ 75-
6 81; Newton-Rex Decl. ¶¶ 31-34; Chung Decl., Exs. Q, R. Because Anthropic cannot show a
7 specific need for Publishers’ works or that alternatives were unavailable, Anthropic’s total copying
8 weighs against fair use. *See, e.g., McGucken*, 42 F.4th at 1162; *Monge*, 688 F.3d at 1164.

9 Anthropic cannot rely on cases condoning total copying as fair use. Courts have permitted
10 comprehensive copying to build search tools that help users locate copyrighted works without
11 reproducing or distributing full copies of the works. In *Perfect 10, Inc. v. Amazon.com, Inc.*, 508
12 F.3d 1146 (9th Cir. 2007), Google created server copies of full-size copyrighted images to “provide
13 thumbnail versions of images in response to user inquiries.” *Id.* at 1157. The Ninth Circuit held
14 Google’s use to be fair, because its purpose differed from that of the copyright holder, its use of
15 full-sized images to create thumbnails was “reasonable in light of the purpose of a search engine”
16 to help users find photos online, and crucially, the thumbnail copies were “reduced, lower-
17 resolution versions” and “not a substitute for the full-sized images.” *Id.* at 1155, 1157, 1166-68.
18 Similarly, in *Authors Guild*, 804 F.3d 202, the Second Circuit held Google’s digitization of entire
19 books to create a full-text searchable database to be fair use, because Google delivered only short
20 “snippets” of the works to help users locate the original works and “ma[de] available
21 information about [p]laintiffs’ books without providing the public with a substantial substitute.”
22 804 F.3d at 207.

23 These cases, even with their sharply circumscribed uses of the underlying works, mark the
24 outer boundaries of fair use. *See Zillow*, 918 F.3d at 742 (agreeing that *Authors Guild* dispute “tests
25 the boundaries of fair use”). Anthropic clearly oversteps those boundaries. Unlike in *Perfect 10*
26 and *Authors Guild*, Anthropic copies Publishers’ works to build AI models that can respond to
27 requests for lyrics, substituting for access to the Works through Publishers’ legitimate licensees. In
28 contrast to Google’s focus on hard-to-find works in *Authors Guild*, Anthropic copies the Works

1 precisely because they are, by virtue of Publishers’ licensees, available online. *See* Chung Decl.,
2 Ex. V, at 5, 7. And rather than “making available information *about*” Publishers’ works, Claude
3 omits or misstates attribution information and delivers the works in full. That is not fair use.

4 **4. Anthropic’s unrestrained use would harm the market for the Works.**

5 The last and most important fair-use factor—“the effect of the use upon the potential
6 market for or value of the copyrighted work”—favors Publishers. 17 U.S.C. § 107(4); *see Harper*,
7 471 U.S. at 566 (describing fourth factor as “undoubtedly the single most important element of
8 fair use”). “[T]o negate fair use,” Publishers “need only show that if the challenged use should
9 become widespread, it would adversely affect the *potential* market for the copyrighted work.”
10 *McGucken*, 42 F.4th at 1163 (quoting *Monge*, 688 F.3d at 1182). When the use is commercial and
11 supplants the copyrighted work, this factor weighs against fair use. *See Campbell*, 510 U.S. at 591
12 (“[W]hen a commercial use amounts to mere duplication . . . of the original and serves as a market
13 replacement for it, [it is] likely that cognizable market harm to the original will occur.”).

14 Anthropic and its peers envision a future where AI usurps authorized websites and search
15 engines as the vehicle for accessing content and information. *See* Chung Decl., Exs. S, T. In such
16 a future, where conduct like Anthropic’s is widespread and compliance with copyright law is
17 excused, the harm to the market for the Works would be catastrophic. First, Anthropic inflicts
18 market harm by evading direct payment of licensing fees to Publishers. *See* Decl. of Michael D.
19 Smith (“Smith Decl.”) ¶¶ 47, 53. Second, by using the Works for free, Anthropic erodes their value
20 and reduces Publishers’ revenue from licenses to digital platforms, lyrics aggregators, and their
21 sublicensees. *See id.* ¶¶ 48-53; *see also, e.g.*, UMPG Decl. ¶¶ 20-21. Third, Anthropic’s use, if
22 widespread, would shrink the lyrics licensing market. *See McGucken*, 42 F.4th at 1163 (finding
23 “harm to the market for licensing [plaintiff’s] photos would be immense” when defendant “made
24 the same use of [plaintiff’s] photos as the publications that obtained licenses”). Users can choose
25 to search for and access lyrics through platforms that license lyrics and pay copyright owners, or
26 through AI chatbots developed by companies that do not. If users choose Claude, the legitimate
27 licensees’ business model suffers, which could destroy Publishers’ ability to license lyrics in the
28 future. Smith Decl. ¶ 56. Anthropic’s use harms the market for the Works by reducing their value,

1 weakening demand for licenses, and threatening the viability of licensees. Smith Decl. ¶¶ 47–61.

2 Anthropic’s use also intrudes on Publishers’ exclusive right to prepare derivative works
3 and harms the market for those derivatives. “[A]n infringing use would destroy a derivative market
4 when the infringing work is of the same type as existing works by licensed users.” *McGucken*, 42
5 F.4th at 1152. Publishers license the Works for use in samples, remixes, interpolations, sheet music,
6 and other works based on the Compositions. Concord Decl. ¶¶ 10-12, 19; ABKCO Decl. ¶¶ 10-12,
7 21; UMPG Decl. ¶¶ 10-12, 20-23; CCMG Decl. ¶¶ 10-12, 20. When Claude combines the Works
8 with other text, it supplants the market for licensed samples, remixes, sheet music, and similar
9 derivatives. If that use were widespread, Publishers and songwriters would lose significant revenue
10 and the derivative licensing market would shrink—or even disappear. *See McGucken*, 42 F.4th at
11 1163 (weighing fourth factor against fair use when plaintiff stood to lose licensing revenues);
12 *Frisby v. Sony Music Ent.*, 2021 WL 2325646, at *16 (C.D. Cal. Mar. 11, 2021) (same).

13 Further, Anthropic’s unlicensed use threatens to stifle the rapidly growing market for the
14 Works as AI training input. *See, e.g.*, Smith Decl. ¶ 56. Publishers already license their Works
15 broadly and, in the last year, AI developers have entered dozens of agreements with entertainment
16 and media companies—ranging from News Corp to Reddit—to license their content for use in
17 training AI models. *Id.* ¶¶ 76-77. Because “a market exists for the right to copy and use” Publishers’
18 lyrics “in various formats,” Anthropic’s unlicensed use of those lyrics in training “harms
19 [Publishers’] opportunity to negotiate a value for those copies and also inhibits [Publishers’] ability
20 to enter similar licensing agreements with others in the future by making the copies less valuable.”
21 *Fox Broad. Co. v. Dish Network, L.C.C.*, 905 F.Supp.2d 1088, 1105 (C.D. Cal. 2012), *aff’d*, 747
22 F.3d 1060 (9th Cir. 2014). Publishers have a clear interest in exploiting the potential licensing
23 market for training data, and Anthropic is destroying that market just as it is getting off the ground.
24 Even if Claude never generated responses containing Publishers’ lyrics, Anthropic’s unlicensed
25 copying in training still “threaten[s] to reduce the value of the right to copy the [Works] and
26 undermine[s] [Publishers’] relationships with licensees who pay for that right.” *Id.* (finding market
27 harm “[a]lthough the [challenged copies] are ‘intermediate’ copies not ultimately used in any end
28 product”). The “deleterious effect on an existing or potential market” for licenses to reproduce and

1 display Publishers’ lyrics forecloses finding that Anthropic’s use is fair. *See Sofa Ent., Inc. v.*
2 *Dodger Prods., Inc.*, 782 F.Supp.2d 898, 909 (C.D. Cal. 2010).

3 **II. Publishers and their songwriters will suffer irreparable harm absent an injunction.**

4 Publishers face irreparable harm if Anthropic’s copying is not enjoined. Harm is irreparable
5 when “remedies available at law, such as monetary damages, are inadequate to compensate” the
6 plaintiff, *Herb Reed Enters., LLC v. Fla. Ent. Mgmt., Inc.*, 736 F.3d 1239, 1249 (9th Cir. 2013), or
7 when an injury is “intangible” or “difficult to value,” *Rent-A-Center, Inc. v. Canyon Television*
8 *& Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th Cir. 1991). If Anthropic’s infringement continues,
9 Publishers will suffer unquantifiable and irreparable injuries—including loss of control, goodwill,
10 business opportunities, and relationships—any one of which warrants a preliminary injunction.

11 As courts in this District have already recognized, when an AI company trains its models
12 on a plaintiff’s work, there is “a realistic danger that the [work] will be reproduced as output.” *Doe*
13 *I v. GitHub, Inc.*, 672 F.Supp.3d 837, 851 n.9 (N.D. Cal. 2023). Though Anthropic has adopted
14 output guardrails it claims will limit Claude’s infringing responses, “there is no efficient way for
15 a regulatory agency or third party to detect if an LLM developer removes guardrails or stops efforts
16 to maintain or update guardrails,” making “reliance on developer-built guardrails for legal
17 compliance particularly risky.” Zhao Decl. ¶ 34. Anthropic is actively developing and preparing to
18 release ever-more-powerful AI models that will exploit the Works in new, unpredictable ways.
19 Those models threaten even greater imminent harm, unless the Court orders Anthropic to maintain
20 guardrails that prevent distribution of lyrics or the creation of unauthorized derivative works and
21 enjoins Anthropic from copying Publishers’ lyrics to train future models.

22 **A. Anthropic deprives Publishers and songwriters of control.**

23 First, Anthropic’s unlicensed use of the Works—both in training and Claude’s responses—
24 injures Publishers and songwriters by denying them control over their Works. Publishers’ loss of
25 control over how their lyrics are used and presented cannot be remedied with money damages. *See*
26 *Niantic, Inc. v. Global++*, 2019 WL 8333451, at *8 (N.D. Cal. Sept. 26, 2019) (finding irreparable
27 harm when copyright infringement “would deprive [plaintiff] of its ability to control how United
28 States consumers first encounter and experience” plaintiff’s works); *Fox Broad. Co. Inc. v. Dish*

1 *Network, L.C.C.*, 2013 WL 11238486, at *4 (C.D. Cal. Sept. 23, 2013) (holding that “loss of control
2 over the dissemination of copyrighted works” can “constitute irreparable harm”).

3 Publishers and the songwriters they represent invest enormous resources and great care to
4 manage how, when, where, and by whom their copyrighted musical compositions—and the lyrics
5 therein—are exploited and used in other works. *See* Concord Decl. ¶¶ 13-16, 21; ABKCO Decl.
6 ¶¶ 14-17, 23; UMPG Decl. ¶¶ 13-16, 25; CCMG Decl. ¶¶ 13-16, 22. Cognizant that songwriters
7 carefully guard how their works are used, including through which media and platforms they are
8 presented, Publishers customarily seek songwriter approval before licensing compositions for uses
9 that they could find objectionable, forbid alteration of the lyrics, and specify what portion of the
10 lyrics the licensor may use and in what context. *See, e.g.*, Concord Decl. ¶ 13; NSAI Letter ¶ 8;
11 Smith Decl. ¶¶ 35, 37, 39, 50. For Publishers and songwriters, controlling the integrity of the
12 Works is a paramount concern and a bedrock of their relationship. *See, e.g.*, Concord Decl. ¶¶ 13-
13 16; ABKCO Decl. ¶¶ 14-17; UMPG Decl. ¶¶ 13-16; CCMG Decl. ¶¶ 13-16; NSAI Letter ¶¶ 8-9.
14 Anthropic’s unlicensed use of the Works wrests away this control, causing irreparable harm.

15 **B. Anthropic denies Publishers and songwriters credit and goodwill.**

16 Second, Publishers and their songwriters are also irreparably harmed when Anthropic
17 copies their lyrics while denying them credit and associated goodwill. *See, e.g., Vergara*
18 *Hermosilla v. The Coca-Cola Co.*, 717 F.Supp.2d 1297, 1305 (S.D. Fla. 2010) (“The harm to
19 [songwriter from] using his lyrics without providing credit goes beyond monetary damages to his
20 name recognition among music listeners”), *aff’d*, 419 F. App’x 917 (11th Cir. 2011).

21 Lyrics reflect the tremendous talents and creative efforts of songwriters, and so Publishers
22 take great pains to ensure that those songwriters are credited appropriately for those talents and
23 efforts. When licensing lyrics to lyric aggregators, lyric websites, and other digital services,
24 Publishers’ agreements often include explicit conditions requiring attribution. Concord Decl. ¶¶ 13,
25 22; ABKCO Decl. ¶¶ 14, 24; UMPG Decl. ¶¶ 13, 26; CCMG Decl. ¶¶ 14, 23. These safeguards
26 demonstrate that, along with control, credit is of crucial concern to Publishers and songwriters. *Id.*

27 Anthropic, however, fails to credit the owners of the copyrighted works it exploits. Claude
28 routinely reproduces, distributes, and displays Publishers’ copyrighted lyrics in its output but fails

1 to identify Publishers or their songwriters as the source. *See* Leonard Decl. ¶¶ 38, 40. Claude also
 2 sometimes erroneously provides Publishers’ lyrics in response to queries seeking lyrics to a
 3 different song, misattributing the Work to another publisher or writer. *See id.* ¶ 44. More broadly,
 4 Anthropic refuses to publicly credit the sources of the content it uses to train Claude. Anthropic
 5 irreparably harms Publishers and songwriters when it denies them credit and eliminates
 6 opportunities to generate business, raise songwriters’ profiles, and accrue goodwill.

7 **C. Anthropic harms Publishers’ and songwriters’ reputations.**

8 Third, Anthropic damages the reputations of Publishers and their songwriters and
 9 diminishes the integrity of their work, yet another ground for irreparable harm. *See, e.g., Niantic,*
 10 *Inc.*, 2019 WL 8333451, at *8 (finding irreparable harm when defendant’s copying would “erode”
 11 plaintiff’s “hard-won reputation and goodwill in the marketplace”). Anthropic mars the reputations
 12 of Publishers and songwriters by associating musical works, known to the public to have been
 13 written by them, with unauthorized derivatives. Claude frequently generates output that combines
 14 portions of the Works with other lyrics or text, often in ways inconsistent with and inimical to
 15 authorial intent—and for which the songwriter would never have granted a license. *See, e.g.,*
 16 *Concord Decl.* ¶ 23; *ABKCO Decl.* ¶ 25; *UMPG Decl.* ¶ 27; *CCMG Decl.* ¶ 24; *NSAI Letter* ¶¶ 6-
 17 7; *see also, e.g., Leonard Decl.*, App. F, at 41-42 (combining “A Change is Gonna Come” with
 18 “WAP”); *Smith Decl.* ¶ 39 (discussing erosion of consumer perception). In other instances, Claude
 19 mangles the Works and misattributes distorted lyrics to Publishers and songwriters. *See, e.g.,*
 20 *Leonard Decl.* ¶¶ 27, 44. Irreparable harm necessarily flows “from [Anthropic’s] wrongful
 21 attribution to the individual, in the eye of the general public, of responsibility for actions over
 22 which he or she has no control.” *King v. Innovation Books*, 976 F.2d 824, 832 (2d Cir. 1992).¹¹

23
 24
 25 ¹¹ *See also, e.g., id.* (crediting “the obvious point that [an author’s] name and artistic reputation are
 26 his major assets” and finding irreparable harm when defendant linked author’s name to film he did
 27 not write); *Peermusic, III, Ltd. v. LiveUniverse, Inc.*, 2010 WL 11586701, at *3 (C.D. Cal. May
 28 13, 2010) (finding irreparable harm when infringement “deprives [p]laintiffs of the ability to
 ensure the accuracy of the song lyrics and control the quality of their presentation”); *Univision
 Music LLC v. Banyan Ent.*, 2004 WL 5574359, at *6 (C.D. Cal. Nov. 15, 2004) (finding Spanish-
 language band irreparably harmed by release of their album in English, “a stylistic change” that
 was “contrary to what we want[] to accomplish musically, and what we believe in artistically”).

1 **D. Anthropic erodes the value of and licensing market for the Works.**

2 Fourth, Anthropic’s infringement erodes the price of the Works, the legitimate licensing
3 market for lyrics, and Publishers’ goodwill with licensees, causing potential loss of customers. By
4 exploiting the Works for free as training data and in Claude’s output, Anthropic lowers the market
5 value of the lyrics, reduces demand for legitimate licenses for lyrics, and impedes Publishers’
6 negotiations with existing licensees. *See, e.g., WPIX, Inc. v. ivi, Inc.*, 765 F.Supp.2d 594, 618
7 (S.D.N.Y. 2011) (finding “ability of [copyright owners] to profit from sanctioned sources would
8 inevitably drop” if defendant continued unsanctioned distribution of works), *aff’d*, 691 F.3d 275
9 (2d Cir. 2012). Existing licensees, unwilling to purchase what Anthropic takes for free, may not
10 renew licenses to compete with Anthropic’s unlawful use. Smith Decl. ¶¶ 48-49; UMPG Decl. ¶
11 28. Potential licensees will hesitate to enter agreements in the first place. *Id.*

12 Anthropic’s use also undermines the licensing market for the Works by harming licensees
13 and their relationships with Publishers. Anthropic’s unlicensed use of the Works affords it an unfair
14 competitive advantage over lyrics aggregators, lyric websites, digital services, and Publishers’
15 other legitimate licensees, threatening their viability. *See WPIX, Inc.*, 765 F.Supp.2d at 619 (finding
16 irreparable harm when infringement unfairly competes with plaintiffs’ licensees). Anthropic’s
17 continued infringement would likely diminish licensees’ trust in Publishers, damaging Publishers’
18 goodwill and hindering future business opportunities. *See VidAngel*, 224 F.Supp.3d at 976 (finding
19 irreparable harm where infringement “undermines [plaintiff’s] negotiating position with licensees
20 and also damages goodwill with licensees”). For example, if Anthropic can copy Publishers’
21 copyrighted lyrics without paying licensing fees, “existing and prospective licensees,” including
22 popular websites used to look up lyrics, “will demand concessions to make up the loss of
23 viewership to non-paying alternatives, and may push additional players away from license-fee
24 paying technologies[.]” *BarryDriller Content Sys., PLC*, 915 F.Supp.2d at 1147.¹²

25 _____
26 ¹² *See also Warner Bros. Ent. Inc. v. WTV Sys., Inc.*, 824 F.Supp.2d 1003, 1012 (C.D. Cal. 2011)
27 (finding “interfere[nce] with Plaintiffs’ grants of exclusivity to their licensees, Plaintiffs’ ability to
28 negotiate similar agreements in the future (because potential licensees will not be willing to pay a
premium for a non-exclusive period), Plaintiffs’ relationships, including the goodwill developed
with their licensees, and Plaintiffs’ overall ability to control the use and transmission of their

1 Publishers’ “loss of control over business reputation,” as well as “loss of goodwill,
2 negotiating leverage, and non-monetary terms in [plaintiffs’] licenses cannot readily be remedied
3 with damages,” and are thus grounds for finding irreparable harm. *VidAngel*, 869 F.3d at 866.

4 **E. Anthropic damages Publishers’ position to negotiate future licenses.**

5 Fifth, Anthropic’s infringement will irreparably damage Publishers’ competitive position
6 and their ability to negotiate licenses with AI developers by permanently tilting the balance in
7 future negotiations toward Anthropic and its peers. If Anthropic continues to exploit and devalue
8 the Works, even if only during the pendency of this case, its conduct will become entrenched in
9 the AI industry and the public consciousness. *See Metro-Goldwyn-Mayer Studios, Inc. v. Grokster,*
10 *Ltd.*, 545 U.S. 913, 929 (2005) (reasoning that “the ease of copying songs or movies using software
11 like Grokster’s and Napster’s is fostering disdain for copyright protection”); Smith Decl. ¶ 56;
12 Concord Decl. ¶ 25. That will permanently undermine Publishers’ leverage in future negotiations
13 with AI developers to license lyrics as training data. Even if Publishers prevail on the merits and
14 Anthropic is forced to stop infringing, without preliminary relief, the parties will no longer be
15 bargaining from equal positions. *See Waymo LLC v. Uber Techs., Inc.*, 2017 WL 2123560, at *11
16 (N.D. Cal. May 15, 2017) (finding irreparable harm when “it may prove impossible to fully restore
17 the parties to their respective competitive positions as if no misappropriation had occurred”).

18 AI technology continues to advance rapidly and unpredictably, increasing the potential
19 scope and scale of Anthropic’s infringement and underscoring the need for preliminary relief. “The
20 purpose of a preliminary injunction is merely to preserve the relative positions of the parties until
21 a trial on the merits.” *Univ. of Texas v. Camenisch*, 451 U.S. 390, 395 (1981). Anthropic’s ongoing
22 infringement risks devaluing Publishers’ core assets, weakening their future negotiating position,
23 and hampering the development of a lawful licensing market for lyrics as training data by creating
24 “incorrect but lasting impressions” about the lawful use of the Works. *See Warner Bros.*, 824
25 F.Supp.2d at 1013 (finding video-on-demand product caused irreparable harm by “threaten[ing]
26 the development of a successful and lawful video on demand market” and “threaten[ing] to confuse

27 _____
28 Copyrighted Works” irreparable); *Stuhlbarg Int’l Sales Co. v. John D. Brush & Co.*, 240 F.3d 832,
841 (9th Cir. 2001) (finding “loss of prospective customers or goodwill” to be irreparable harms).

1 consumers about video on demand products”).

2 **F. Anthropic harms Publishers’ relationships with songwriters.**

3 Finally, Anthropic’s exploitation of the Works as training data and in Claude’s responses
4 risks irreversibly damaging Publishers’ relationships with current and prospective songwriter-
5 partners. *See, e.g.*, ABKCO Decl. ¶ 28. If Anthropic’s unlicensed use continues, songwriters will
6 lose confidence in Publishers’ ability to protect their interests, causing irreparable harm. *See, e.g.*,
7 *Itar-Tass Russian News Agency v. Russian Kurier, Inc.*, 886 F. Supp. 1120, 1124 (S.D.N.Y. 1995)
8 (finding defendant that copied articles but omitted bylines irreparably harmed reputations of news
9 organization plaintiffs who had “interest in protecting the reputation and integrity of their writers”).

10 **III. The balance of equities favors an injunction.**

11 The balance of equities tips sharply in Publishers’ favor. Anthropic’s infringement threatens
12 immediate irreparable damage to Publishers’ core business, relationships, and critical emerging
13 licensing markets. In contrast, the preliminary injunction Publishers seek will not harm Anthropic
14 or third parties in a comparable or cognizable way. A defendant “cannot complain of the harm that
15 will befall it when properly forced to desist from its infringing activities.” *Cadence Design Sys.,*
16 *Inc. v. Avant! Corp.*, 125 F.3d 824, 830 (9th Cir. 1997) (quoting *Triad Sys. Corp. v. Southeastern*
17 *Express Co.*, 64 F.3d 1330, 1338 (9th Cir. 1995), *superseded on other grounds*, 17 U.S.C. § 117(c)).
18 Anthropic never licensed and has no right to copy the Works. Any risk an injunction poses to its
19 business is simply the consequence of “build[ing] a business model based upon a clear violation
20 of the [Publishers’] property rights,” *eBay, Inc. v. Bidder’s Edge, Inc.*, 100 F.Supp.2d 1058, 1069
21 (N.D. Cal. 2000), and “merits little equitable consideration,” *Triad Sys.*, 64 F.3d at 1338 (quoting
22 *Concrete Mach. Co. v. Classic Lawn Ornaments, Inc.*, 843 F.2d 600, 612 (1st Cir.1988)).

23 Regardless, the narrowness of the requested injunction limits any conceivable harm to
24 Anthropic. Publishers seek only to require that Anthropic (1) maintain effective guardrails in its
25 AI models to prevent output that reproduces, distributes, or displays Publishers’ lyrics or creates
26 derivative works using those lyrics, and (2) refrain from making or using copies of Publishers’
27 lyrics to train future AI models. These requests are tailored to “preserve the status quo and the
28 rights of the parties” by stemming the harm from Anthropic’s conduct “until a final judgment issues

1 in the cause.” *U.S. Phillips Corp. v. KBC Bank N.V.*, 590 F.3d 1091, 1094 (9th Cir. 2010). As for
2 the first request, Anthropic claims to have *already* implemented guardrails making it “unlikely that
3 any future user could prompt Claude to produce any material portion of the works-in-suit.” Opp.
4 13. While these guardrails appear far from perfect, and discovery will reveal their true
5 effectiveness, Publishers are willing to take Anthropic at its word at this stage and seek simply to
6 maintain these already-implemented guardrails to stem the harm while the case proceeds. As for
7 the second request, Publishers do not ask Anthropic to retrain or withdraw its existing models, but
8 only to refrain from training *future* models on those lyrics. In this way, Anthropic will not be barred
9 from developing, operating, releasing, or selling access to new versions of Claude, as long as it
10 does not copy Publishers’ lyrics, including the lyrics to the 500 representative Compositions, in
11 connection with those future models.

12 **IV. Enjoining Anthropic’s infringement will serve the public interest.**

13 An injunction serves the public’s “compelling interest in protecting copyright owners’
14 marketable rights to their work and the economic incentive to continue creating.” *VidAngel*, 869
15 F.3d at 867 (quoting *WPIX*, 691 F.3d at 287); *see also Broad. Music, Inc. v. Just Livin’ the Dream,*
16 *Inc.*, 2013 WL 12152465, at *3 (C.D. Cal. Nov. 26, 2013) (“[A]n injunction would ‘ensure that the
17 public will continue to benefit from the creative fruits of [plaintiffs’] labor.’”) (quoting *Apple Inc.*
18 *v. Psystar Corp.*, 673 F.Supp.2d 943, 950 (N.D. Cal. 2009), *aff’d*, 658 F.3d 1150 (9th Cir. 2011)).
19 Here, “a [preliminary] injunction is necessary to preserve the integrity of the copyright laws which
20 seek to encourage individual efforts and creativity by granting valuable enforceable rights.”
21 *LaFace Recs. v. Khan*, 2008 WL 11395481, at *7 (N.D. Cal. Nov. 19, 2008) (quoting *Atari, Inc. v.*
22 *N. Am. Philips Consumer Elecs. Corp.*, 672 F.2d 607, 620 (7th Cir. 1982)); NSAI Letter ¶ 5.

23 The narrow relief requested will neither burden the public by reducing access to the Works,
24 which remain available through legitimate sources, nor unduly impede Anthropic’s development
25 of AI models. Indeed, the arc of history shows that technological advancement and compliance
26 with copyright law are not mutually exclusive. Developers of new technologies—from player
27 pianos to karaoke machines, cable television stations, and digital music platforms—have paid for
28 copyrighted content and nevertheless succeeded in their businesses.

1 Dated: Aug. 1, 2024

/s/ Timothy Chung

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