

1 [Counsel on signature page]

2 **UNITED STATES DISTRICT COURT**
3 **NORTHERN DISTRICT OF CALIFORNIA**
4 **SAN JOSE DIVISION**

5
6 **CONCORD MUSIC GROUP, INC., ET AL.,**

7 **Plaintiffs,**

8 **v.**

9 **ANTHROPIC PBC,**

10 **Defendant.**

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

**JOINT DISCOVERY DISPUTE
STATEMENT REGARDING
EVIDENCE OF ANTHROPIC'S
TORRENTING OF
PUBLISHERS' WORKS**

Judge Eumi K. Lee

Magistrate Judge Susan van Keulen

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1 Pursuant to Section 8 of the Court’s Civil Standing Order, and L.R. 37-1 and 37-2,
2 Plaintiffs (“Publishers”) and Defendant Anthropic PBC (“Anthropic”) respectfully submit this
3 Joint Discovery Dispute Statement. The Parties seek the Court’s intervention in resolving a dispute
4 regarding discovery as to Anthropic’s use of BitTorrent to download and upload copies of
5 Publishers’ works. The Parties’ joint chart is attached as Ex. I. The Parties’ lead counsel met and
6 conferred to try to resolve this dispute via videoconference on July 22 and Aug. 18 and 22, 2025
7 and by email. The Parties have been unable to resolve the issues below. The current fact discovery
8 deadline is 53 days away. ECF No. 416. As a compromise, Publishers propose that, rather than
9 searching and producing new documents in response to Publishers’ requests, Anthropic produce
10 the discovery on these issues it has produced in the *Bartz v. Anthropic* case. Anthropic proposes
11 that it produce the unredacted briefing from the class certification and summary judgment motions
12 in *Bartz v. Anthropic* and produce the data from the LibGen and PiLiMi datasets.

13 **I. Publishers’ Position: Anthropic must produce discovery regarding its use of**
14 **BitTorrent to copy Publishers’ works from pirate libraries for AI training.**

15 Unfortunately, Publishers must seek the Court’s assistance in resolving another discovery
16 dispute—this one due to Anthropic’s refusal to produce discovery regarding its previously-
17 undisclosed use of BitTorrent to copy Publishers’ works from pirate websites for AI training.

18 Judge Alsup recently issued a decision in *Bartz v. Anthropic*, another case pending against
19 Anthropic, which revealed for the first time that Anthropic used BitTorrent to download
20 copyrighted books—including books of Publishers’ copyrighted lyrics—on a massive scale to train
21 its AI models. Specifically, Judge Alsup found Anthropic used “the infamous BitTorrent protocol,”
22 a filesharing program synonymous with internet piracy, to access Library Genesis (“LibGen”) and
23 Pirate Library Mirror (“PiLiMi”), illegal “pirate library” websites infamous for housing pirated
24 content, to download via “torrenting” at least 7 million unauthorized copies of books. *Bartz v.*
25 *Anthropic PBC*, No. C24-05417 WHA, 2025 WL 1993577, at *1 (N.D. Cal. July 17, 2025). Those
26 books include many lyric and sheet music anthologies containing Publishers’ copyrighted works.

27 Anthropic’s use of BitTorrent in this manner is critically relevant to Publishers’ claims.
28 One of Publishers’ core *existing* claims in this case is that Anthropic infringed their copyrighted

1 lyrics by copying those works to train its AI models. Now, Judge Alsup’s recent *Bartz* opinion
2 reveals that one of the ways Anthropic copied Publishers’ lyrics for AI training is by illegally
3 torrenting books containing those lyrics from pirate sites. Yet, inexplicably, Anthropic *never*
4 disclosed in this case that it used BitTorrent to copy song lyrics in this manner—despite Publishers’
5 issuing numerous discovery requests calling for exactly this type of information. Anthropic’s
6 failure to timely disclose its use of BitTorrent to copy Publishers’ works is astounding, as is its
7 refusal to cure these earlier omissions and produce relevant BitTorrent-related discovery now.

8 Anthropic’s use of BitTorrent to copy Publishers’ lyrics in this way has major implications
9 for this case. Anthropic’s downloading of these works via torrenting is plainly relevant to
10 Publishers’ *existing* claims that Anthropic willfully infringed their reproduction rights by copying
11 the works for AI training and in AI output. *See, e.g.*, First Am. Compl. ¶¶ 1-2, 6, 8, 16, 52-53, 57-
12 58, 60-65, 75-76, 160, ECF No. 337. Thus, Anthropic’s contention that this discovery is relevant
13 only to “unasserted” claims is entirely baseless. There is absolutely no reason to defer resolution
14 of this core outstanding discovery until after Publishers’ pending Motion to Amend is resolved, as
15 Anthropic suggests.¹ That would only delay production of this long overdue discovery even more.

16 Publishers have spent over a month trying to resolve this issue without involving the Court.
17 But Anthropic has refused to produce this key discovery (despite having already produced all of it
18 in *Bartz*) and rejected Publishers’ reasonable compromise offers. Given the looming fact discovery
19 deadline and the need for Publishers to review this key discovery relevant to their current claims
20 sufficiently in advance of upcoming fact depositions, Publishers must file this dispute statement.

21 **A. There is no question that Publishers’ lyrics are included in the 7 million**
22 **books that Anthropic illegally downloaded (and uploaded).**

23 As an initial matter, there is “no question” that Anthropic torrented millions of books from
24 pirate libraries. *Bartz*, 2025 WL 1993577, at *9, 11, 12. Among other things, Judge Alsup found
25 that, “in June 2021, Anthropic’s co-founder used the infamous BitTorrent protocol to copy books

26 ¹ Additionally, when Anthropic downloaded via torrenting Publishers’ lyrics from pirate sites, it was simultaneously
27 *uploading* to the public unauthorized copies of the same works, which raises *new* claims against Anthropic for illegal
28 distribution of the works. *See, e.g., Columbia Pictures Indus., Inc. v. Fung*, 710 F.3d 1020, 1027 (9th Cir. 2013). For
that reason, Publishers moved to amend their Complaint to include these new unauthorized distribution claims. *See*
Pls.’ Motion to Amend, ECF No. 411. But, regardless of how that Motion to Amend is ultimately resolved, the
requested BitTorrent-related discovery is still directly relevant to Publishers’ existing claims.

1 peer-to-peer from decentralized copies of another pirate library—Library Genesis”; “in July 2022,
 2 Anthropic torrented at least two million copies of pirated books from distributed copies of
 3 PiLiMi”; and “[i]n early 2021, a co-founder of Anthropic downloaded 196,640 unauthorized
 4 copies of copyrighted books from the pirate library known as Books3.” *Id.* at *1.

5 There is also no question that the books Anthropic downloaded from LibGen and other
 6 pirate sites included many books containing Publishers’ copyrighted lyrics, including Works in
 7 Suit. LibGen, for instance, contains *thousands* of illegal copies of sheet music, songbooks, and
 8 other lyric-related books, including the following books containing Publishers’ Works in Suit:

- 9 • *The Best Songs Ever* features lyrics and sheet music to Works in Suit “Candle in the Wind,”
 “Every Breath You Take,” and “What a Wonderful World,” among other works.
- 10 • *Songs of the 1960s, The Decade Series* includes lyrics and sheet music to Works in Suit
 11 “Born to Be Wild” (for which Publishers’ Complaint specifically describes how Anthropic
 12 copied the lyrics in Claude output, while omitting copyright management information, *see*
 13 ECF No. 337 ¶ 132), “Blowin’ in the Wind,” “California Dreamin’,” “California Girls,”
 “God Only Knows,” “Good Vibrations,” and “Mr. Tambourine Man,” among other works.
- 14 • *Guitar World’s 50 Greatest Rock Songs of All Time Songbook* features lyrics and sheet
 15 music to Works in Suit “The Boys Are Back in Town” (for which a Claude user requested
 16 lyrics, and Claude generated output copying the lyrics in full, *see* ECF No. 337 ¶ 87), “All
 Along the Watchtower,” “Barracuda,” and “Free Bird,” among other works.

Countless other books with Publishers’ lyrics were likewise illegally torrented by Anthropic.

17 **B. Anthropic should immediately produce this long overdue discovery.**

18 Despite the fact that Anthropic’s downloading of such files from LibGen and other pirate
 19 sites speaks directly to Publishers’ existing claims, Anthropic deliberately failed to disclose this
 20 activity in response to Publishers’ prior discovery requests, and it has likewise refused to produce
 21 discovery on this activity in response to Publishers’ follow-up requests. That is improper.

22 Anthropic should have long ago produced documents regarding its use of BitTorrent to
 23 download song lyrics for AI training. For instance, Publishers’ Interrogatory 6 requested that
 24 Anthropic “[i]dentify and describe each dataset used to train Claude, including the dataset’s origin
 25 . . . [and] contents.” Ex. A. Nowhere do Anthropic’s responses to Interrogatory 6 disclose its use
 26 of BitTorrent to download millions of books—including myriad books with Publishers’ lyrics—
 27 from pirate libraries for AI training. Ex. B; ECF No. 410-3. Given Judge Alsup’s findings in *Bartz*,
 28 Anthropic should have, at a bare minimum, identified and described the specific files Anthropic

1 torrented via BitTorrent and the pirate libraries from which it downloaded them. Moreover, in
2 response to Publishers' RFP 29 (which requests "[a]ll Documents concerning the use of
3 copyrighted materials to train Claude," Ex. C), Anthropic a year ago agreed to produce "documents
4 relating to the use of song lyrics to train Claude," S. Sampoli Email (Aug. 23, 2024). Despite that
5 commitment, Anthropic failed to produce any documents regarding its use of song lyric books
6 downloaded via BitTorrent (or otherwise) from LibGen and other pirate sites for AI training. This
7 includes, in particular, the torrented files themselves, which will confirm Anthropic's torrenting
8 of specific books containing specific Publishers' lyrics. In response to Publishers' RFPs 25, 26,
9 and 68, Ex. C; Ex. D, Anthropic committed to produce documents "sufficient to show the criteria
10 used by Anthropic to select data for training Claude," "sufficient to show Anthropic's data
11 acquisition and data evaluation process," and "sufficient to show the 'diligence' Anthropic
12 conducts on the data it uses for training Claude," Ex. E; Ex. F. But despite these promises,
13 Anthropic failed to produce documents sufficient to show the criteria it used to select the training
14 data it downloaded via BitTorrent (or otherwise) from pirate sites, its data acquisition and data
15 evaluation process in connection with this activity, or "diligence" performed on works downloaded
16 in this way from these pirate sites.

17 For the avoidance of any doubt, Publishers have also served follow-up document requests,
18 which seek this discovery even more explicitly. That includes the following requests:

- 19 • RFP 115: "All Documents and Communications regarding Anthropic's consideration of or
20 actual use of Pirate Sites in connection with developing and training its AI models
21 (including, without limitation, Anthropic's downloading, uploading, or torrenting of
22 copyrighted works from Pirate Sites [defined to include LibGen and PiLiMi]." Ex. G.
- 23 • RFP 116: "Documents sufficient to show all copyrighted song lyrics that Anthropic has
24 downloaded from, uploaded to, or torrented from Pirate Sites, and which of those copies
25 of lyrics Anthropic considered using and actually used to train Claude." *Id.*

26 Publishers refused to respond to RFP 116 altogether, and offered only to produce a small subset
27 of relevant documents in response to RFP 115, refusing to conduct any other searches. Ex. H.

28 Anthropic has no legitimate basis for refusing to produce relevant BitTorrent-related
discovery proportional to Publishers' claims. Anthropic cannot point the finger at Publishers for
failing to divine its long-concealed BitTorrent use. Publishers could not have discovered

1 Anthropic’s use of BitTorrent until recently, as Anthropic failed to disclose such use in this action
2 and its BitTorrent activity was not otherwise made public prior to the *Bartz* decision. Nothing in
3 Publishers’ prior, unrelated opposition to the motion to relate the *Bartz* case is to the contrary—
4 Publishers could not possibly have “explicitly disclaimed” claims as to Anthropic’s use of
5 BitTorrent to download their lyrics then, given Anthropic was concealing this activity at the time.

6 **C. As a compromise, Anthropic should produce *Bartz* discovery on these issues.**

7 As a compromise, Publishers propose that, rather than searching and producing new
8 documents in response to Publishers’ requests, Anthropic simply produce the discovery previously
9 produced in the *Bartz v. Anthropic* case regarding its downloading and uploading of books via
10 BitTorrent (or otherwise) from pirate sites.² That would largely satisfy Publishers’ outstanding
11 discovery requests, while minimizing burden to Anthropic, given that all these documents have
12 already been reviewed and produced in *Bartz*. Such discovery is appropriate where, as here, the
13 two cases “‘have significant factual and legal overlap’ and involve the same legal claims.” *Rumble,*
14 *Inc. v. Google*, 2023 WL 3751797, at *7 (N.D. Cal. May 31, 2023) (quoting *Schneider v. Chipotle*
15 *Mexican Grill, Inc.*, 2017 WL 1101799, at *4 (N.D. Cal. Mar. 24, 2017)).

16 **D. Anthropic’s proposed “compromise” is wholly insufficient.**

17 After initially refusing to produce any BitTorrent-related discovery whatsoever, Anthropic
18 suggested on Aug. 4 that it might agree to produce a small subset of BitTorrent discovery—“the
19 LibGen metadata it acquired” and “the PiLiMi metadata it acquired”; “the LibGen and PiLiMi raw
20 and extracted text datasets that it possesses”; and “unredacted copies of the class certification and
21 summary judgment briefing in *Bartz*”—and that it would supplement its deficient response to
22 Publishers’ Interrogatory 6.³ While Anthropic should certainly be required to provide this
23 discovery, this does not come close to satisfying its discovery obligations. Anthropic must also
24 produce the many other relevant documents regarding its downloading and uploading via
25 BitTorrent (or otherwise) of books containing Publishers’ works from pirate sites like LibGen, all
26 of which go directly to Publishers’ current claims. Anthropic appears to have already produced

27 _____
28 ² This would include documents produced in the case, written discovery, deposition transcripts and exhibits, and summary judgment and class certification briefing.

³ Anthropic appears to have withdrawn its agreed-to Interrogatory 6 supplementation in its latest position statement.

1 thousands of documents across dozens of custodians in the *Bartz* case regarding this activity, many
2 of which documents are specifically referenced in Judge Alsup’s recent rulings but remain largely
3 under seal. Anthropic cannot exclude from discovery here the huge number of BitTorrent-related
4 documents and communications it produced in *Bartz*—including documents showing that it
5 knowingly exploited illegal content from pirate sites, including Publishers’ lyrics, to train its AI
6 models—given that it copied the *Bartz* plaintiffs’ and Publishers’ works in the same way.

7 Anthropic cannot delay further. The fact discovery deadline is October 21, 2025, less than
8 two months away, and Publishers must have the opportunity to review this discovery impacting
9 their core existing claims against Anthropic sufficiently in advance of upcoming fact depositions.

10 **II. Anthropic’s Position**

11 Plaintiffs’ discovery request is a transparent attempt to get discovery into a claim and
12 allegations that they have not yet been granted leave to assert, and that are irrelevant to the claims
13 that are presently at issue. They seek to preempt Judge Lee’s decision on their late-breaking
14 Motion for Leave to File a Second Amended Complaint (ECF 411) by moving to compel discovery
15 related to those still-unasserted claims now. Plaintiffs attempt to distract from that glaring problem
16 with their demands by claiming that this discovery was somehow already called for and improperly
17 “undisclosed.” *Supra* p.1. But that is simply untrue and contrary to representations that the
18 Plaintiffs made to Anthropic and this Court. Anthropic had no obligation to produce documents
19 regarding unasserted and *explicitly disclaimed* allegations.

20 Plaintiffs’ proposed “compromise” to this discovery dispute—that Anthropic produce all
21 the discovery from *Bartz*—is not only an improper request for cloned discovery but also a last-
22 minute bait-and-switch tactic to obtain discovery from a case after vigorously opposing
23 Anthropic’s reasonable request to relate this case to that one just a year ago. ECF 221. In opposing
24 relation, Plaintiffs expressly distinguished *Bartz* on the grounds that *Bartz* implicates the allegedly
25 pirated books datasets while this case concerns Anthropic’s purported acquisition of “song lyrics
26 from a number of sources, including a dataset called the Common Crawl, YouTube, social media
27 sites, and by extracting them without permission from licensed lyric aggregators.” *Id.* at 2. Having
28 successfully opposed relation on the grounds that those books datasets are irrelevant to this case,

1 Plaintiffs cannot now claim in the waning days of fact discovery that they were always relevant
2 and should have been produced.

3 Accordingly, Anthropic respectfully requests that this Court defer ruling on the discovery
4 dispute until resolution of the pending Motion for Leave to File a Second Amended Complaint by
5 Judge Lee. Alternatively, Anthropic has offered to produce the unredacted briefs from the class
6 certification and summary judgment motions in the *Bartz* case (other than information designated
7 under the Protective Order by the *Bartz* Plaintiffs) and to produce the raw text, extracted text, and
8 metadata from LibGen and PiLiMi.

9 **A. Publishers Are Not Entitled To Discovery On A Non-Operative Complaint**

10 Plaintiffs' requested discovery is, in their words, related to the "use of BitTorrent to copy
11 Publishers' works from pirate websites for AI training." *Supra* p.1. That is precisely the
12 information Plaintiffs are seeking to add to the case in their Motion for Leave to File a Second
13 Amended Complaint. *See* ECF 411 at ii, 1 (seeking leave to "assert new claims" and "allegations"
14 regarding Anthropic's alleged "downloading" and "uploading [of] works via BitTorrent" from
15 allegedly "pirated" datasets). Plaintiffs here suggest that their Motion seeks only to add "new
16 unauthorized distribution claims" based on Anthropic's alleged "uploading" of works via
17 BitTorrent. *Supra* p.2 n.3. Not so. That Motion also seeks to vastly expand the scope of this case
18 by adding potentially thousands of new works to the complaint (*see* ECF 411 at 5)—and
19 allegations that Anthropic downloaded those works via BitTorrent—based on Plaintiffs' supposed
20 late realization that the allegedly pirated book datasets at issue in *Bartz* allegedly contain some of
21 their works, embedded within some of the books in those datasets. *See* ECF 419 (Opp'n to Mot.
22 for Leave to Amend ("Opp'n")). The amendment dispute before Judge Lee thus concerns whether
23 Plaintiffs should be permitted to add both allegations that Anthropic copied works from allegedly
24 pirated book datasets and allegations that Anthropic infringed Plaintiffs' works using BitTorrent—
25 precisely what Plaintiffs are seeking discovery into now.

26 The allegedly pirated book datasets and BitTorrent are not relevant to any claims in this
27 case, and Plaintiffs previously told Anthropic and the Court exactly that. A year ago, Plaintiffs
28 opposed relating this case and *Bartz* by claiming that they were "*entirely different.*" ECF 221 at 1

1 (emphasis added). Specifically, citing the *Bartz* allegations about “pirated” datasets like LibGen,
2 Z-Library (now downloadable via PiLiMi), and Books3, which the *Bartz* complaint noted could
3 be accessed via BitTorrent, *id.* at 2 (citing Class Action Compl. ¶¶31-43, *Bartz v. Anthropic*, No.
4 3:24-cv-5417-WHA (N.D. Cal. Aug. 19, 2024), ECF 1), Plaintiffs argued that the cases involved
5 “different sources of data” requiring “different fact discovery into the events surrounding
6 Anthropic’s access to the different sets of work,” *id.* Plaintiffs cannot now claim that discovery
7 regarding allegations that they explicitly said were not at issue in this case has been relevant all
8 along. Rather, the requested discovery relates only to the new claim and allegations that Plaintiffs
9 have belatedly asked Judge Lee to let them add to this case.

10 That violates a settled principle of law: Discovery into unasserted claims and allegations is
11 improper and not permitted. *See* Fed. R. Civ. P. 26(b)(1) advisory committee’s note to 2000
12 amendment (parties “have no entitlement to discovery to develop new claims or defenses that are
13 not already identified in the pleadings”); *Oracle Am., Inc. v. Hewlett Packard Ent.*, 2016 WL
14 11806000, at *4 (N.D. Cal. Nov. 7, 2016) (holding defendant need not provide discovery regarding
15 a new theory for copyright infringement “unless and until [the plaintiff] amends its complaint to
16 add th[at] theory”). Plaintiffs should not be permitted to do an end-run around Judge Lee’s
17 decision. The Court will either grant the motion, in which case Plaintiffs’ requested discovery
18 would become relevant, or the motion will be denied—but Plaintiffs are not entitled to discovery
19 into the unasserted claim and allegations in the meantime. *See, e.g., Dardashty v. Hyundai Motor*
20 *Am.*, 2024 WL 4744022, at *1 (C.D. Cal. July 3, 2024) (“[T]he Court does not consider the
21 allegations in the amended complaint when deciding what discovery is relevant and proportional
22 to the needs of the case. Plaintiff’s Motion has not yet been granted.”).

23 In any event, Plaintiffs are wrong to claim that the datasets were “undisclosed.” Anthropic
24 has produced at least 91 documents referencing “LibGen” or “PiLiMi,” two of the allegedly
25 “pirated” datasets. *See* Opp’n at 6. In fact, Plaintiffs *quoted* one of those documents—which
26 refers to “LibGen” multiple times—in their First Amended Complaint filed on April 25, 2025. *See*
27 *id.*; ECF 419-1 at ¶6 (Decl. of Ari Holtzblatt in Supp. of Opp’n). And they have been on notice at
28 least since the *Bartz* complaint was filed a year ago that these datasets allegedly can be accessed

1 via BitTorrent. Plaintiffs’ assertion that any of this was “conceal[ed]” is specious.

2 Nor is there merit to Plaintiffs’ critique of Anthropic’s response to Interrogatory No. 6. *See*
3 *supra* pp.3-4. Anthropic rightly objected to the breadth of that interrogatory, “made a good faith
4 effort to identify the relevant datasets that are most likely to contain song lyrics,” and identified
5 the three data sources that “are more likely to contain song lyrics than other datasets.” *See*
6 Opp’n 6. Those sources included Common Crawl, *id.*—one of the sources that Plaintiffs
7 themselves cited as relevant to this case in opposing Anthropic’s motion to relate this case and
8 *Bartz*, ECF 221 at 2. In addition, Anthropic explained the enormous burden that would be required
9 to forensically analyze all datasets that Anthropic used for training to verify whether any dataset
10 contained any song lyrics or portions of song lyrics and noted that it was willing to meet and confer
11 regarding other datasets. *See* Opp’n 6. Publishers did not raise any concern about that response
12 until now—nearly eight months after Anthropic made it, and shortly before the close of fact
13 discovery.

14 **B. Plaintiffs Fail To Justify Cloned Discovery**

15 Plaintiffs’ proposed “compromise” is actually broader and more burdensome than the
16 discovery requests at issue. They now demand that “Anthropic produce the discovery on these
17 issues it has produced in the *Bartz v. Anthropic* case.” *Supra* p.1. During the parties’ conferrals
18 on these issues Plaintiffs confirmed that they are indeed seeking *all* discovery from *Bartz*, unless
19 Anthropic can show that specific items are irrelevant. That is not a compromise, and it remains
20 entirely untethered to any claim in the litigation, including those they seek to add through yet
21 another amendment.

22 It is also an impermissible demand for cloned discovery. “Asking for all documents
23 produced in another matter is not generally proper,” and courts routinely reject requests for cloned
24 discovery as presumptively overbroad or irrelevant “even if the subject matter of [the] cases seem
25 to overlap.” *Ludlow v. Flowers Foods, Inc.*, 2019 WL6252926, at *18 (S.D. Cal. Nov. 22,
26 2019). “[S]imilarities” between cases are not “enough to require a *carte blanche* production of all
27 documents from the prior litigation.” *Kurin, Inc. v. ICU Med., Inc.*, 2024 WL 5717968, at *3 (C.D.
28 Cal. Nov. 22, 2024). Instead, “[p]laintiff[s] must make proper discovery requests, identifying the

1 specific categories of documents sought, in order to obtain them—and each category must be
2 relevant to its claims and defense” in the present case. *Rumble, Inc. v. Google LLC*, 2023 WL
3 3751797, at *7 (N.D. Cal. May 31, 2023) (citing *King Cnty. v. Merrill Lynch & Co.*, 2011 WL
4 3438491, at *3 (W.D. Wash. Aug. 5, 2011); *In re Volkswagen “Clean Diesel” Mktg., Sales*
5 *Practice & Prods. Liabl. Litig.*, 2017 WL 4680242, at *1 (N.D. Cal. Oct. 18, 2017)).

6 Here, wholesale cloned discovery is improper because *Bartz* involves allegations and
7 claims that are not implicated by Plaintiffs’ existing or proposed amended complaint, as well as a
8 staggering amount of discovery. *See, e.g., Rodriguez v. Google, LLC*, 2021 U.S. Dist. LEXIS
9 23834, at *6 (N.D. Cal. Feb. 8, 2021) (prohibiting cloned discovery that “would include documents
10 irrelevant to plaintiffs’ case”). For example, the plaintiffs in *Bartz* alleged that Anthropic
11 “purchased copyrighted books,” “scanned” them, “and stored them in digitized, searchable
12 files”—issues not in play in this case. *Bartz v. Anthropic PBC*, 2025 WL 1741691, at *1 (N.D.
13 Cal. June 23, 2025) (granting partial summary judgment).

14 Plaintiffs’ request for cloned discovery is both misplaced and marks a surprising reversal
15 of their position that the allegations in *Bartz* are separate from and irrelevant to their claims in this
16 case. *See* ECF 221. They should not be permitted to benefit from their bait-and-switch scheme
17 just two months before the close of discovery.

18 C. Anthropic’s Proposed Compromise Was Appropriate

19 Anthropic has offered as a compromise to provide the datasets that Plaintiffs now claim
20 Anthropic used to train certain models that were never publicly released. Anthropic has also
21 offered to produce the unredacted briefing from the *Bartz* motions, which is where Plaintiffs are
22 drawing their information. If, as Plaintiffs claim, this discovery dispute concerns only Anthropic’s
23 alleged copying of works from those allegedly pirated datasets, this should provide Plaintiffs with
24 everything they require. Their rejection of that compromise underscores their true aim here: to
25 obtain discovery into claims they have not yet been granted leave to assert.

1 Dated: August 29, 2025

Respectfully submitted,

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SIGNATURE ATTESTATION

Pursuant to Civil L.R. 5-1(i)(3), I hereby attest that concurrence in the filing of this document was obtained from all other signatories of this document. I declare under penalty of perjury that the foregoing is true and correct.

Dated: August 29, 2025

/s/ Timothy Chung

Timothy Chung

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