

## **EXHIBIT 21**

**PUBLIC REDACTED VERSION**

1 UNITED STATES DISTRICT COURT  
2 NORTHERN DISTRICT OF CALIFORNIA  
3 OAKLAND DIVISION

4  
5 IN RE MATTER OF: )  
6 ELON MUSK, et al., )  
7 Plaintiffs, )  
8 vs. ) CASE NO.  
9 SAMUEL ALTMAN, et al., ) 4:24-CV-04722-YGR  
10 Defendants. )  
11 )

12 \*\* CONFIDENTIAL \*\*

13 VIDEOTAPED DEPOSITION OF ERMIRA MURATI  
14 SAN FRANCISCO, CALIFORNIA

15 Sunday, November 2, 2025

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19

20

21 Stenographically Reported by:

22 HEATHER J. BAUTISTA, CSR, CRR, RPR, CLR  
23 Realtime Systems Administrator  
24 California CSR License #11600  
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8	vs. ) CASE NO.	11	Dechart LLP
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14		20	BY: MARC AXELBAUM, ESQ.
15	VIDEOTAPED DEPOSITION of ERMIRA MURATI, taken	21	44 Montgomery Street, 36th Floor
16	before Heather J. Bautista, CSR No. 11600, a Certified	22	San Francisco, California 94104
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1	APPEARANCES OF COUNSEL:	1	INDEX OF EXAMINATION
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3	For Plaintiffs:	3	ERMIRA MURATI
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25		25	

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1 MS. PATEL: Objection. Form.  
 2 MR. AXELBAUM: You could answer. I'm sorry.  
 3 THE WITNESS: I believe that whatever the final  
 4 agreement was, was fair for both parties.

5 Q. (By Ms. Schubert) Did you, during the  
 6 negotiations, learn that Microsoft would have wanted  
 7 more IP rights than it had in the deal?

8 MS. PATEL: Objection. Form.

9 THE WITNESS: Possibly. In a negotiation, you  
 10 go back and forth, and it is very possible that they  
 11 could have expressed a desire for more, but I don't  
 12 remember specifically.

13 Q. (By Ms. Schubert) Okay.

14 I'd like to show you what we'll mark Exhibit 4,  
 15 which is Bates stamped MSFT\_MUSK\_15915.

16 (Exhibit 4 was marked for identification.)

17 Q. (By Ms. Schubert) This is an e-mail from you  
 18 to Phil Waymouth at Microsoft dated May 11th of 2019.

19 Let me know when you've had a chance to review.

20 The attachment title is "Odyssey Joint  
 21 Develop -- Joint Dev and Collab Agr."

22 Do you know what that's a reference to?

23 A. It's a reference to the agreement that OpenAI  
 24 and Microsoft were working on together.

25 Q. What -- the agreement that ultimately became

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1 the 2019 JDCA?

2 A. Yes.

3 Q. Did you see the final 2019 JDCA?

4 A. Yes.

5 Q. You write in this e-mail, "Thank you very much  
 6 for taking" -- "making the time to discuss the agreement  
 7 in person today."

8 On May 11th of 2019, do you recall who you met  
 9 with?

10 A. It seems like I met with Phil, but I don't know  
 11 who else would have been there.

12 Q. Okay.

13 Do you recall what was discussed at that  
 14 meeting?

15 A. Phil was in charge of the commercial side of  
 16 the agreement, so I would have discussed the commercial  
 17 side.

18 Q. What were Microsoft's goals with regard to the  
 19 commercial side of the agreement as far as Phil conveyed  
 20 to you?

21 A. To have access to OpenAI IP.

22 Q. What would "access" encompass?

23 A. Access to commercialize the --  
 24 (Stenographer clarification.)

25 THE WITNESS: -- IP.

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1 Q. (By Ms. Schubert) And then in the next  
 2 paragraph, you refer to a language model. Is the  
 3 language model you're referring to here in May of 2019  
 4 GPT-2?

5 A. I don't remember if it was GPT-2 or 3.

6 Q. Okay.

7 Did you understand that Microsoft wanted a  
 8 license to the language model you're referring to in  
 9 this e-mail?

10 A. As part of the IP agreement, yes.

11 Q. Did you understand why Microsoft wanted to  
 12 license that technology?

13 MS. PATEL: Objection. Form.

14 MR. AXELBAUM: Objection. Speculation. I -- I  
 15 haven't made objections to all this, but just converting  
 16 them to "understand," I don't think really makes them  
 17 less objectionable. It's a different way.

18 But you can answer if you can.

19 (Stenographer clarification.)

20 MS. PATEL: Microsoft joins in all of that.

21 MS. EDDY: As does OpenAI.

22 MS. SCHUBERT: I can ask it again.

23 Q. (By Ms. Schubert) Did you have an  
 24 understanding of why Microsoft wanted to license the  
 25 language model technology that OpenAI had created?

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1 MS. PATEL: Same objections.

2 MR. AXELBAUM: Same.

3 You can answer.

4 THE WITNESS: To eventually be at liberty to  
 5 commercialize.

6 Q. (By Ms. Schubert) Did somebody from Microsoft  
 7 tell you that?

8 A. I don't remember specifically who, but this  
 9 was, you know, part of the negotiation.

10 Q. And as per this e-mail, is it fair to say that  
 11 Microsoft had raised concerns about OpenAI's desire to  
 12 open source the GPT model?

13 MS. PATEL: Objection. Form.

14 THE WITNESS: I -- I'm not sure about that. As  
 15 in -- in what sense, "concerns"?

16 Q. (By Ms. Schubert) Well, you write here, "I  
 17 discussed it more with the team, and this continues to  
 18 be sensitive, because we plan to open source the current  
 19 version, and it is not unreasonable that we may continue  
 20 to open source future versions of the language model.

21 However, I am wondering if we could provide you with,  
 22 say, six months or one year of exclusivity prior to open  
 23 sourcing what may be considered a better version of the  
 24 technology."

25 A. Um-hum.

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1 Q. Was there a disagreement between OpenAI and  
2 Microsoft about open sourcing the GPT language model?  
3 (Stenographer clarification.)

4 THE WITNESS: It wasn't specific to open  
5 sourcing or not open sourcing the -- the OpenAI -- this  
6 is -- this is about OpenAI having -- you know, deciding  
7 what to do with the model, whether to release it  
8 publicly or not, and what that actually meant for -- for  
9 the commercial agreement of the partnership.

10 I believe OpenAI would have decided to do what  
11 was the right thing to do anyway, and this was more  
12 about making the commercial agreement fit that, what was  
13 the company's strategy.

14 Q. (By Ms. Schubert) Why did you offer to provide  
15 Microsoft with six months or one year of exclusivity  
16 prior to open sourcing?

17 A. As part of the commercial agreement, so that  
18 they could -- they could have the benefit of getting a  
19 head start on -- on commercializing.

20 Q. Would open sourcing right away prevent or  
21 interfere with them from commercializing the technology?

22 MS. PATEL: Objection to form.

23 THE WITNESS: It could be perceived that way.

24 Q. (By Ms. Schubert) How so?

25 A. In the sense that everyone has, you know, equal

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1 starting point to commercialize the technology; and even  
2 though we were close partners with Microsoft, they would  
3 have had the same starting point as everyone else.

4 Q. But this proposal would have given them a  
5 six-month or one-year head start.

6 A. Yes.

7 Q. In 2019, did anyone from Microsoft indicate to  
8 you that one of the goals in an investment was to  
9 profit?

10 A. Not in that -- in those specific terms.

11 Q. In what terms?

12 A. It was very important for the Azure business to  
13 be frontier, and that's where the partnership between  
14 OpenAI and Microsoft was a very powerful one; and in  
15 retrospect, it's even more obvious. And having the  
16 possibility and the opportunity to commercialize the  
17 technology was also a key goal of the partnership.

18 Q. And commercializing the IP is one way to yield  
19 a profit; right?

20 MS. PATEL: Objection. Form.

21 THE WITNESS: Yes.

22 Q. (By Ms. Schubert) Did OpenAI ultimately make  
23 GPT-2 open source?

24 A. Yes.

25 Q. Did OpenAI make GPT-3 open source, if you

Page 56

1 recall?

2 A. No, I don't think so.

3 Q. Okay.

4 During the course of your negotiations with  
5 Microsoft in this 2018 and 2019 period --

6 MR. AXELBAUM: Ms. Schubert, can I just  
7 interrupt. I think that Ms. Murati is still thinking  
8 about her answer to the prior question. Do you want  
9 to --

10 MS. SCHUBERT: I'm sorry.

11 MR. AXELBAUM: I don't mean to interrupt your  
12 exam, but I -- I thought just for the clarity of the  
13 record.

14 THE WITNESS: I -- I don't think so, no.

15 Q. (By Ms. Schubert) Okay.

16 It's certainly not a memory test, so it's more  
17 just generally what you recall.

18 A. Yeah.

19 Q. During the course of your negotiations with  
20 Microsoft, they were deeply engaged in the terms of this  
21 deal; fair to say?

22 A. Yes.

23 MS. EDDY: Objection. Vague.

24 MR. AXELBAUM: Yeah, same objection.

25 Q. (By Ms. Schubert) Did they ask a number of

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1 questions during your meetings and dealings with them?

2 MS. PATEL: Objection. Form.

3 MR. AXELBAUM: Objection. Vague and ambiguous.

4 Q. (By Ms. Schubert) Did they conduct diligence  
5 with regard to this deal between OpenAI and Microsoft?

6 MS. PATEL: Objection. Form.

7 MS. EDDY: Objection. Form.

8 MR. AXELBAUM: Objection. Vague and ambiguous.

9 Q. (By Ms. Schubert) You may answer.

10 A. Yes.

11 Q. Did Microsoft ask OpenAI for diligence  
12 materials in connection with the deal?

13 A. What kind of diligence materials?

14 Q. Information about OpenAI that it could review  
15 to make an informed choice about how to negotiate the  
16 deal.

17 A. I know the technological information; and as  
18 far as that goes, yes.

19 Q. Did you spend a great deal of time working with  
20 Microsoft on the JDCA and investment deals?

21 A. Yes.

22 Q. Would it be fair to say that Microsoft was  
23 detail-oriented in its dealings with you?

24 A. Yes.

25 Q. And you listed that there were several

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<p>1 Microsoft executives involved in the negotiations.</p> <p>2 A. Yes.</p> <p>3 Q. Did Microsoft also have legal counsel involved</p> <p>4 in the creation of the JDCA and investment vehicle?</p> <p>5 A. Yes.</p> <p>6 Q. And did, to your knowledge, OpenAI advise</p> <p>7 Microsoft of their creation of the LP entity?</p> <p>8 (Stenographer clarification.)</p> <p>9 MS. EDDY: I said, "Objection. Form."</p> <p>10 (Stenographer clarification.)</p> <p>11 THE WITNESS: I said, "I don't know."</p> <p>12 MS. SCHUBERT: And we'll now show you what</p> <p>13 we'll mark as Exhibit 5, which is Tab 7, Bates Stamp</p> <p>14 2024_MUSK_11593.</p> <p>15 (Exhibit 5 was marked for identification.)</p> <p>16 MR. AXELBAUM: Are you finished with Exhibit 4?</p> <p>17 MS. SCHUBERT: Yes, you may put that aside.</p> <p>18 Thank you.</p> <p>19 Q. (By Ms. Schubert) This is dated July 22nd of</p> <p>20 2019, titled "Microsoft invests in and partners with</p> <p>21 OpenAI to support us building beneficial AGI."</p> <p>22 Have you seen this before?</p> <p>23 A. Yes.</p> <p>24 Q. This is a public announcement of Microsoft's</p> <p>25 2019 investment in OpenAI?</p>	<p>1 Q. Was one of OpenAI's goals to assist Microsoft</p> <p>2 in building products that would use OpenAI's IP?</p> <p>3 A. To support.</p> <p>4 Q. In what way?</p> <p>5 A. In the way of understanding the technology. As</p> <p>6 we would transfer the technology, making sure that they</p> <p>7 understood and they could use it and integrate it</p> <p>8 properly.</p> <p>9 Q. Into commercializable products?</p> <p>10 A. Yes.</p> <p>11 Q. And then your understanding is that Microsoft</p> <p>12 would, in fact, commercialize those products --</p> <p>13 A. Yes.</p> <p>14 Q. -- on the market? Yes?</p> <p>15 A. Yes.</p> <p>16 Q. And so OpenAI needed to be producing IP that</p> <p>17 Microsoft could use in commercial products?</p> <p>18 A. Not --</p> <p>19 MS. EDDY: Objection.</p> <p>20 MS. PATEL: Objection.</p> <p>21 Q. (By Ms. Schubert) Why do you say "no"?</p> <p>22 A. Because OpenAI had full autonomy on the</p> <p>23 research roadmap and the best path to build safe AGI.</p> <p>24 Q. Was OpenAI creating IP that Microsoft could use</p> <p>25 in its commercial products?</p>
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<p>1 A. Yes.</p> <p>2 Q. Take a moment to familiarize.</p> <p>3 Right below the photograph on the page ending</p> <p>4 in 594, do you see the paragraph that says "OpenAI</p> <p>5 is" --</p> <p>6 (Stenographer clarification.)</p> <p>7 Q. (By Ms. Schubert) -- "producing a sequence of</p> <p>8 increasingly powerful AI technologies which requires a</p> <p>9 lot of capital for computational power. The most</p> <p>10 obvious way to cover costs is to build a product, but</p> <p>11 that would be changing our focus. Instead, we intend to</p> <p>12 license some of our pre-AGI technologies with Microsoft</p> <p>13 becoming our preferred partner for commercializing</p> <p>14 them."</p> <p>15 Did you agree that, at this time, building</p> <p>16 products would change the focus of OpenAI?</p> <p>17 A. At the time, yes.</p> <p>18 Q. Why?</p> <p>19 A. Because it felt like as a research</p> <p>20 organization, it would be incredibly difficult to build</p> <p>21 the product DNA required to deploy products in the</p> <p>22 world.</p> <p>23 Q. OpenAI, at this time, was focused on developing</p> <p>24 its IP research?</p> <p>25 A. Yes.</p>	<p>1 MS. PATEL: Objection. Form.</p> <p>2 THE WITNESS: Yes, as a result of building</p> <p>3 research IP on --</p> <p>4 (Stenographer clarification.)</p> <p>5 THE WITNESS: -- the path to AGI.</p> <p>6 Q. (By Ms. Schubert) You never knew Microsoft to</p> <p>7 be interested in OpenAI's robotics research, did you?</p> <p>8 MR. AXELBAUM: Objection. Calls for</p> <p>9 speculation.</p> <p>10 THE WITNESS: I -- I don't know.</p> <p>11 Q. (By Ms. Schubert) Did you ever have a</p> <p>12 conversation with someone at Microsoft who expressed</p> <p>13 interest in OpenAI's robotics research?</p> <p>14 A. I don't remember.</p> <p>15 Q. Did you recall anybody at Microsoft expressing</p> <p>16 their interest in OpenAI's gaming research?</p> <p>17 A. Yes.</p> <p>18 Q. When was that?</p> <p>19 A. I don't remember.</p> <p>20 Q. You're familiar with Microsoft's Office suite;</p> <p>21 right?</p> <p>22 A. Yes.</p> <p>23 Q. That includes Word, Excel, Outlook?</p> <p>24 A. Yes.</p> <p>25 Q. You understood that the -- that OpenAI's large</p>

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1 language models were of primary interest to Microsoft;  
2 right?

3 MR. AXELBAUM: Objection. Calls for  
4 speculation.

5 MS. PATEL: Objection. Form.

6 MR. AXELBAUM: But you can answer if you can.

7 THE WITNESS: Yes.

8 Q. (By Ms. Schubert) And is that what OpenAI  
9 focused on developing during the course of its  
10 partnership with Microsoft?

11 A. Not as a result of the commercial interest.  
12 I'd say it's the other way around.

13 Q. Elaborate.

14 A. The commercial -- there was commercial interest  
15 because the technology was viable. The technology was  
16 not developed with the purpose of becoming commercially  
17 interesting. When the GPT series of models was  
18 developed, there was no expectation that these would be  
19 commercially interesting.

20 Q. Eventually, OpenAI did go on to build  
21 commercial products itself; correct?

22 A. Correct.

23 Q. Why did OpenAI make that change?

24 A. Because it was core to achieving the mission,  
25 both from a perspective of having enough capital to buy

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1 suppose on 722, it says, "Mira Murati wrote," and then  
2 your substance is between 723 and 724; if you want  
3 to give those a read.

4 A. Yes.

5 Q. Okay.

6 In the middle of the page marked with 723 at  
7 the bottom --

8 A. Um-hum.

9 Q. -- you write, "Given there is no specific  
10 product being launched, what do you think about  
11 strengthening the positioning of the partnership message  
12 and saying something like we're exclusively teaming up  
13 with OpenAI to offer GPT-3 to customers," et cetera.

14 Why were you asking Microsoft to strengthen the  
15 positioning of the partnership message?

16 A. I -- I don't have a draft of the blog, so I'm  
17 not sure what I was trying to achieve with this specific  
18 comment.

19 Q. Why was the positioning of the partnership  
20 message important to you?

21 A. I'm not sure. In this specific context, I  
22 don't know.

23 Q. Okay.

24 In 2020, was it important to you that Microsoft  
25 promote their partnership with OpenAI to the public?

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1 compute, but also, in my opinion, because it's important  
2 to be in touch with reality as we're building  
3 increasingly consequential research.

4 Q. Okay.

5 I'd like to show you what's Bates stamped as  
6 MSFT\_MUSK\_45717. We'll mark it as Exhibit 6.  
7 (Exhibit 6 was marked for identification.)

8 Q. (By Ms. Schubert) You can put the last one  
9 aside. Thank you.

10 This is a bit of a lengthy document, but it's  
11 because there's some peculiar spacing. If you start on  
12 page -- the page ending in 725, that's the first e-mail  
13 in time in the chain.

14 A. Um-hum.

15 Q. And that's where I'll start.

16 If you can, yeah, review the September 17th,  
17 2020, e-mail from Dee Templeton.

18 A. Just this one?

19 Q. Yes.

20 A. Um-hum.

21 Q. Here, Dee Templeton is asking for feedback on a  
22 blog post announcing GPT-3; right?

23 A. Yes.

24 Q. And then if you flip over to the pages ending  
25 in 723 and 724, you'll see your response. Well, I

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1 A. Not specifically.

2 Q. Why not?

3 A. Why would it? We didn't have a commercial  
4 product. We were not fundraising from the public, so  
5 I'm not sure why it would have been.

6 Q. So you're not sure why you would have asked her  
7 to strengthen the partnership message --

8 A. No.

9 Q. -- at this time?

10 A. And I think that's also consistent with what I  
11 just said.

12 Q. Okay.

13 In 2021, we discussed that Microsoft made an  
14 additional investment in OpenAI; right? Apart from this  
15 document. You can put it aside.

16 A. Sorry. Could you repeat the question, please.

17 Q. Of course.

18 We've discussed that in 2021, Microsoft made an  
19 additional investment in OpenAI.

20 A. Yes.

21 Q. And that was for \$2 billion?

22 A. Yes.

23 Q. And there was another JDCA executed in 2021 as  
24 well?

25 A. Correct.

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<p>1 Q. And you stated you were involved in negotiating 2 that deal.</p> <p>3 A. Yes.</p> <p>4 Q. What was your role in connection with the 2021 5 investment and JDCA?</p> <p>6 A. Similar to the first one, being the lead on 7 negotiating the J -- JDCA agreement.</p> <p>8 Q. And that included things like the IP rights and 9 assignments?</p> <p>10 A. Correct.</p> <p>11 Q. Okay.</p> <p>12 I'd like to show you what we'll now -- is Bates 13 stamped MSFT_MUSK_68284. We'll mark it as Exhibit 7. (Stenographer clarification.)</p> <p>14 (Exhibit 7 was marked for identification.)</p> <p>15 Q. (By Ms. Schubert) If you look about midway on 16 the page, it's an e-mail from Sam Altman to several 17 individuals at Microsoft, and you're copied, dated 18 February 24th, 2021.</p> <p>19 If you want to just give this a read. I'm only 20 going to ask about the first e-mail that Sam wrote.</p> <p>21 A. Okay. I just --</p> <p>22 Q. You're welcome to familiarize yourself with any 23 of the document.</p> <p>24 A. I just want to have better context.</p>	<p>1 A. Um-hum.</p> <p>2 Q. Was it one of your responsibilities at OpenAI 3 to work to make Microsoft commercially successful, as 4 described by Sam Altman?</p> <p>5 MS. EDDY: Objection.</p> <p>6 MR. AXELBAUM: Objection to form.</p> <p>7 You can answer if you can.</p> <p>8 THE WITNESS: Broadly, yes.</p> <p>9 Q. (By Ms. Schubert) And then turning the page, 10 last sentence -- second-to-last sentence under his 11 bullet marked number 3, it says, "Our strong preference 12 is to make you all a bunch of money as quickly as we can 13 and for you to be enthusiastic about making this 14 additional investment soon."</p> <p>15 Whose responsibility at OpenAI was it to make 16 Microsoft a bunch of money quickly?</p> <p>17 MS. PATEL: Objection.</p> <p>18 MS. EDDY: Objection to form.</p> <p>19 MR. AXELBAUM: Objection. Foundation.</p> <p>20 THE WITNESS: I don't know. This -- I -- yeah, 21 I don't know. I -- I don't think anyone had the 22 specific responsibility to make Microsoft a bunch of 23 money quickly.</p> <p>24 Q. (By Ms. Schubert) Did Sam Altman express to 25 anybody that he felt the need to make Microsoft a bunch</p>
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<p>1 Q. Of course.</p> <p>2 MR. AXELBAUM: When you say, "the first," do 3 you mean the last in time or the first on the document?</p> <p>4 MS. SCHUBERT: The first on the document that I 5 directed her to.</p> <p>6 MR. AXELBAUM: Okay.</p> <p>7 That's what I thought.</p> <p>8 MS. EDDY: Counsel, I just want to make sure 9 for the record, did you add these redactions as part 10 of --</p> <p>11 MS. SCHUBERT: We redacted out the portion that 12 Ms. Murati is not on.</p> <p>13 MS. EDDY: Okay. All right. Thank you.</p> <p>14 MR. AXELBAUM: By the way, Madam Reporter, I 15 meant the first in time or the first in the document. 16 What I said was the same thing.</p> <p>17 THE WITNESS: Okay.</p> <p>18 Q. (By Ms. Schubert) So back on the first page 19 ending in 284, the e-mail from Sam Altman has a number 20 1, after which he writes, "We want to do everything we 21 can to make you all commercially successful and are 22 happy to move significantly from the term sheet. It 23 sounds like we are close here based on your note, John," 24 dash, "you will get everything you need, including model 25 source code in our repo during the term."</p>	<p>1 of money quickly?</p> <p>2 A. Through this e-mail, it appears so.</p> <p>3 Q. Did he express that to anybody directly at 4 OpenAI, apart from this e-mail, to your knowledge?</p> <p>5 A. I -- look, I -- at this time not -- (Stenographer clarification.)</p> <p>6 THE WITNESS: No, not in this specific way.</p> <p>7 But broadly, it was very important for the partnership 8 to be successful, which meant that Microsoft had to be 9 successfully commercializing the technology in some time 10 frame.</p> <p>11 Q. (By Ms. Schubert) Okay.</p> <p>12 Did Mr. Altman ever emphasize to you more 13 broadly that profits were important to securing further 14 investment from Microsoft?</p> <p>15 A. Not in a specific way.</p> <p>16 Q. In what way?</p> <p>17 A. In the sense that the core factor of the 18 success with Microsoft was commercializing the 19 technology. And we were supporting -- we, at OpenAI, 20 were supporting Microsoft in commercializing the 21 technology by transferring the technology, helping them 22 understand it, and even --</p> <p>23 (Stenographer clarification.)</p> <p>24 THE WITNESS: -- prototyping in the early</p>

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<p>1 phases of brainstorming the uses, the commercial uses of 2 the technology.</p> <p>3 Q. (By Ms. Schubert) What do you mean by 4 "prototyping"?</p> <p>5 A. Creating prototypes of what the technology 6 could be used for.</p> <p>7 Q. When OpenAI would create those, would you then 8 provide the prototypes to Microsoft for their review and 9 consideration?</p> <p>10 A. Well, I'd say maybe even more informal than 11 that; just show what the technology was capable of as a 12 demo.</p> <p>13 Q. Okay.</p> <p>14 In connection with the 2021 deal, Microsoft was 15 promised a return of 20 times on their investment before 16 residual profits were returned to the non-profit; is 17 that right?</p> <p>18 MS. EDDY: Objection to form.</p> <p>19 MR. AXELBAUM: Objection. Foundation.</p> <p>20 If you can answer the question, you should.</p> <p>21 THE WITNESS: Can you actually repeat that.</p> <p>22 Sorry.</p> <p>23 Q. (By Ms. Schubert) Sure.</p> <p>24 In connection with this 2021 investment, was 25 Microsoft promised a return of 20 times on their</p>	<p>1 clarification."</p> <p>2 What is Argos?</p> <p>3 A. Argos was code name for the deal.</p> <p>4 Q. And this -- is Argos a reference to what became 5 the 2023 investment of Microsoft into OpenAI?</p> <p>6 A. The third one, yes.</p> <p>7 Q. And that was accompanied by a third JDCA as 8 well --</p> <p>9 A. Oh, yes.</p> <p>10 Q. -- in 2023?</p> <p>11 A. Um-hum.</p> <p>12 Q. Okay.</p> <p>13 In this e-mail, you're discussing hyperscale 14 code and potentially excluding it from the license.</p> <p>15 What is hyperscale code?</p> <p>16 A. It's referring to the ability to continue -- (Stenographer clarification.)</p> <p>18 THE WITNESS: -- scaling up the models.</p> <p>19 Q. (By Ms. Schubert) And why did you want to, in 20 the future, agree to exclude it from a license to 21 Microsoft?</p> <p>22 A. Because it could undermine the current -- the 23 structure that OpenAI had in place, where the non-profit 24 could make a decision to stop the advancement of the 25 models if it appeared that the behavior of these models</p>
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<p>1 investment before any residual profits went back to the 2 non-profit of OpenAI?</p> <p>3 MR. AXELBAUM: Same objection.</p> <p>4 (Stenographer clarification.)</p> <p>5 MS. PATEL: Objection.</p> <p>6 THE WITNESS: I don't remember specifically. I 7 was less involved with the investment aspect of the 8 deal, so I don't remember the actual -- the returns on 9 investment.</p> <p>10 Q. (By Ms. Schubert) Okay.</p> <p>11 MS. SCHUBERT: I think we can break here.</p> <p>12 THE VIDEOGRAPHER: Going off the record at 13 10:40 a.m. Pacific Time.</p> <p>14 (Recess taken from 10:40 a.m. to 10:59 a.m.)</p> <p>15 THE VIDEOGRAPHER: We're back on the record at 16 10:59 a.m. Pacific Time.</p> <p>17 Q. (By Ms. Schubert) Ms. Murati, I'd like to give 18 you a document we'll mark Exhibit 8, Bates Stamp 19 MSFT_MUSK_14845.</p> <p>20 (Exhibit 8 was marked for identification.)</p> <p>21 Q. (By Ms. Schubert) You've had time to review 22 this?</p> <p>23 This is an e-mail that you sent to John Tinter 24 and Mikhail Parakhin from Microsoft on September 30th of 25 2022. The subject is "Argos IP following</p>	<p>1 was different than what we anticipated.</p> <p>2 Q. Was that a safety concern?</p> <p>3 A. Yes.</p> <p>4 Q. Was there a tension between commercialization 5 and maintaining safety standards on OpenAI's IP?</p> <p>6 MR. AXELBAUM: Objection. Vague. Ambiguous.</p> <p>7 THE WITNESS: I don't think it's actually 8 specific to OpenAI IP. I think it's a tension that 9 exists when you're bringing AI research into the world 10 when you're commercializing it.</p> <p>11 Q. (By Ms. Schubert) Okay.</p> <p>12 In the second paragraph of your e-mail, you 13 write, "For OpenAI, this is very important," dash, "we 14 have a structure where the non-profit, as the general 15 partner, can make a call to stop OpenAI LP from scaling 16 up models under extraordinary circumstances where 17 continued scaling is endangering the safety of the world 18 as we know it."</p> <p>19 Here, you call attention to OpenAI's non-profit 20 governing structure; right?</p> <p>21 A. Yes.</p> <p>22 Q. Why were you reminding Microsoft that OpenAI's 23 general partner is a non-profit?</p> <p>24 A. As I read this e-mail, I don't think I am -- my 25 point is to remind them of the non-profit; my point is</p>

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1 to -- to -- to show the structure that was in place when  
 2 it came to the safety of scaling up models and how I  
 3 wanted to ensure that the deal that we were making with  
 4 Microsoft was not undermining that structure.

5 Q. Were you concerned that Microsoft was not  
 6 minding OpenAI's structure?

7 A. To some extent.

8 Q. Were you -- were you concerned that Microsoft  
 9 was not minding OpenAI's non-profit mission?

10 MS. PATEL: Objection.

11 MS. EDDY: Objection.

12 THE WITNESS: The non-profit mission was  
 13 operationalizing --

14 (Stenographer clarification.)

15 THE WITNESS: -- in a very specific manner at  
 16 the time, and I wanted to ensure that this deal would  
 17 not -- the people understood how the deal could  
 18 potentially interfere with the existing  
 19 operationalization and to -- to make sure that, you  
 20 know, there was congruent -- the deal was congruent with  
 21 how we were operationalizing the mission.

22 Q. (By Ms. Schubert) What do you mean by -- what  
 23 do you mean when you say, "The non-profit mission was  
 24 operationalizing in a very specific manner at the time"?

25 A. So the non-profit -- the non-profit had a

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1 Q. During the course of negotiating these deals,  
 2 did Microsoft's representatives ever express concerns  
 3 about the challenges presented by OpenAI's complex  
 4 structure?

5 A. Of course, yes.

6 Q. And, often, Microsoft had to find ways to work  
 7 around OpenAI's unique governance structure?

8 MS. PATEL: Objection.

9 MS. EDDY: Objection. Form.

10 MR. AXELBAUM: Objection.

11 THE WITNESS: I'm not sure what that means, "to  
 12 work around."

13 Q. (By Ms. Schubert) Well, in this e-mail, for  
 14 example, you're talking about injecting a specific term  
 15 into the deal to ensure that it accommodates for and  
 16 works around the governance structure that OpenAI has;  
 17 is that accurate?

18 A. I wouldn't say it works around. I'd say it  
 19 works with, because we're -- we're not trying to bypass  
 20 this specific structure. We're trying to work with  
 21 that.

22 Q. Okay.

23 Did you think Microsoft was also trying to work  
 24 with your structure as its top priority in mind?

25 MS. PATEL: Objection. Form.

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1 mission to ensure that AGI was built safely -- safely  
 2 and it benefited all of humanity. And the non-profit  
 3 board could make a call to stop the development of the  
 4 technology at any point. And if the technology was no  
 5 longer in OpenAI's hands, that would undermine the  
 6 ability of the non-profit to --

7 (Stenographer clarification.)

8 THE WITNESS: -- stop scaling.

9 Q. (By Ms. Schubert) And that would, then, pose a  
 10 problem for OpenAI's mission?

11 A. Correct.

12 Q. Apart from this e-mail, were there other  
 13 occasions where you reminded Microsoft's representatives  
 14 that OpenAI had an obligation to serve the non-profit's  
 15 mission?

16 A. I -- I don't think it's about the obligation,  
 17 per se, because I -- I actually felt that we had broad  
 18 alignment with Microsoft. But OpenAI was a very complex  
 19 organization with very challenging missions; and the way  
 20 that this showed up in the day-to-day wasn't -- wouldn't  
 21 have been top of mind for anyone else outside of OpenAI.  
 22 And so understanding the specifics of that and how it  
 23 interfered with anything else that we were doing was  
 24 important, and I think that's -- that's what I was doing  
 25 in this e-mail.

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1 THE WITNESS: In order for the agreement to be  
 2 successful, yes. And we managed to negotiate not one  
 3 but three of these deals so I would say yes.

4 Q. (By Ms. Schubert) Each time that OpenAI  
 5 changed its corporate structure, Microsoft was made  
 6 aware of those changes; right?

7 A. This is not something I did personally.

8 Q. Okay.

9 A. So I -- I believe so, but it's not something  
 10 that I did personally.

11 Q. Are you aware of whether Microsoft had to  
 12 approve the organizational structure changes that OpenAI  
 13 made?

14 MS. EDDY: Objection to form.

15 MS. PATEL: And objection.

16 Q. (By Ms. Schubert) You may answer.

17 A. At some point, I believe that Microsoft had  
 18 significant say.

19 MS. PATEL: Just for the record, we're going to  
 20 join any time OpenAI has objected.

21 MS. EDDY: And we're going to join any time  
 22 Microsoft has objected.

23 Q. (By Ms. Schubert) With regard to this 2023  
 24 investment of \$10 billion and accompanying JDCA, what  
 25 was your role in negotiating the deal?

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1 A. I was also a key -- key person in negotiating  
2 this deal, but at this point, OpenAI had a broader team  
3 of legal counsel and -- and -- and business development,  
4 so I wasn't involved at every step of the way.

5 Q. Are you aware of whether Microsoft also had a  
6 business development team negotiating on the deal?

7 A. Yes.

8 Q. And Microsoft also had legal counsel  
9 negotiating on the 2023 deal?

10 A. Yes.

11 Q. And was Microsoft as attentive to detail in the  
12 2023 deal as with prior deals that you negotiated with  
13 them?

14 MS. PATEL: Objection to form.

15 MS. EDDY: Objection. Foundation.

16 MR. AXELBAUM: Objection. Foundation.

17 Q. (By Ms. Schubert) Based on your dealings with  
18 them, was Microsoft attentive to detail in respect --  
19 with respect to the 2023 JDCA?

20 A. My impression was yes.

21 Q. Were they deeply engaged with the terms as you  
22 sat across the negotiation table with them?

23 MS. EDDY: Objection to foundation.

24 THE WITNESS: Yes.

25 Q. (By Ms. Schubert) In the 2023 deal, what did

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1 didn't know how exactly we would do it; and so the legal  
2 terms didn't -- were very theoretical. They didn't meet  
3 the reality of how you go about commercializing the  
4 technology.

5 Q. Did that change in the 2023 deal?

6 A. Yes, because at this point, we had experience  
7 with commercialization, and we knew where -- where we  
8 had -- you know, what it required to -- what it was  
9 required to deploy the technologies into the world. And  
10 there were things with regards to sharing IP. There  
11 were things with regards to, you know, deploying the  
12 technology in the world that we wanted to be aligned on  
13 and not have two different deployments. So stuff like  
14 that, making sure that the contract actually met the  
15 reality of what we were doing.

16 Q. Did OpenAI agree to remove certain impediments  
17 to commercialization in the 2023 deal?

18 A. So we agreed to come up with the correct  
19 structure to reduce unnecessary tension in  
20 commercialization.

21 For example, when we first thought about  
22 sharing IP, we had this notion that very few people  
23 would have access to the code. And this was -- you  
24 know, this notion was built on a completely different  
25 expectation and reality of what it takes to actually

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1 Microsoft express to you that they most wanted out of  
2 the deal?

3 A. The structure of the deal was not any  
4 different. It was a continuation of the existing  
5 relationship; OpenAI being successful in obtaining  
6 compute and investment to carry out its mission, and  
7 OpenAI and Microsoft partnering together to  
8 commercialize the technologies.

9 Q. Did Microsoft also want to increase their IP  
10 rights in the 2023 deal?

11 MS. EDDY: Objection. Foundation.

12 MR. AXELBAUM: Objection. Foundation.

13 Q. (By Ms. Schubert) To your knowledge.

14 MR. AXELBAUM: Same objection.

15 You can answer if you can.

16 THE WITNESS: I would say to -- to remove the  
17 impediments in commercialization, that -- that's a bit  
18 different than -- than IP rights, because Microsoft had  
19 the IP rights.

20 Q. (By Ms. Schubert) What do you mean by  
21 "removing the impediments to commercialization"?

22 A. The way that we had structured the previous  
23 deals was not grounded on the reality of -- on  
24 commercial reality, because we wrote the deals before we  
25 knew we could commercialize the technologies, and we

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1 commercialize the technology and -- but -- but the thing  
2 that we cared most about was that there was some level  
3 of alignment on how the technology was scaled.  
4 So while that specific notion of  
5 operationalization was no longer valid, like it just  
6 didn't work, we'd come up with a different one. So I  
7 would say the principle remain -- principles remained  
8 the same, but the way that we achieved them at each --  
9 at -- at each deal negotiation was slightly different.

10 Q. And that change over time was in tandem with  
11 the increased commercializations and the reality of  
12 releasing those products on the market?

13 A. That's right, yes.

14 Q. In 2023, were you all contemplating including  
15 OpenAI's technology into Microsoft's designer and GitHub  
16 Copilot features?

17 A. Yes.

18 Q. To your knowledge, how did OpenAI --  
19 (Stenographer clarification.)

20 Q. (By Ms. Schubert) -- OpenAI's engineers  
21 contribute to building OpenAI's technology into those  
22 Microsoft applications?

23 MS. EDDY: Objection. Foundation.

24 THE WITNESS: For Copilot specifically?

25 Q. (By Ms. Schubert) Um-hum.

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<p>1           THE WITNESS: Sometimes. So what I mean by 2 that is I think of safety broadly -- safety issues with 3 AI in, broadly, two categories. One category is misuse, 4 and the other category is long-term alignment to make 5 sure that AI systems, as they get more powerful, they -- 6 they're -- they're acting in accordance with what we 7 want them to do.</p> <p>8           The first category of issues of misuse, in 9 order to make progress on these issues, it is necessary 10 to deploy the technology in -- in the world to see when 11 the stakes are still low and to do so iteratively and 12 with control so you can actually build out the set of -- 13 the -- you can -- such that you can -- you can build out 14 countermeasures to use the technology -- 15           (Stenographer clarification.)</p> <p>16           THE WITNESS: -- securely and safely and 17 beneficially.</p> <p>18           And also from a -- the perspective of -- of 19 social impact, I think it's very important to 20 continuously get people to use the technology such that 21 they're not shocked by the jump in capabilities. So 22 that's the first category of issues.</p> <p>23           The second -- and in this first category of 24 issue of misuse, it's actually very important to 25 commercializing the technology.</p>	<p>1           Q. Did he say that Microsoft had set the goal? 2           A. I believe Sam set the goal. 3           Q. Okay. 4           It states that "Kevin and Satya said this was 5 needed to raise the next 10 billion." 6           Who did you learn that from? 7           A. Sam. 8           Q. And did Mr. Altman tell you that it was 9 important to achieve this goal to receive Microsoft's 10 continued investments? 11           A. Yes. 12           Q. Did OpenAI take steps to achieve this goal? 13           A. Sorry? 14           Q. Did OpenAI take steps to achieve this goal, as 15 far as you knew? 16           A. Yes. 17           Q. What steps? 18           A. We grew the GTM team and tried to build more of 19 an enterprise business around API. 20           Q. What's GTM? 21           A. Go to market. 22           Q. Is that for taking products to market for 23 commercial purposes? 24           A. Yes. But this was already a goal of the 25 company.</p>
<p style="text-align: center;">Page 111</p> <p>1           In the second category of issues, there is more 2 tension, because you're thinking about how to align the 3 technology as it gets more and more powerful, and we 4 don't have -- there is a lot of research, and there is a 5 lot of interesting work, but we don't have perfect 6 answers there, and so this is where there is more 7 tension, normally.</p> <p>8           Q. (By Ms. Schubert) Towards the bottom of this 9 first black box under the number 2, it says, "This year, 10 the most cited goal to the company has been the 100M," 11 for million, "revenue goal."</p> <p>12           You said that "Kevin and Satya said this was 13 needed to raise the next 10B," for billion. "It didn't 14 matter how we got to this number, we needed to get 15 there. We pressured the GTM team to do big contracts 16 instead of carrying out" -- 17           (Stenographer clarification.)</p> <p>18           Q. (By Ms. Schubert) -- "a cohesive strategy 19 around the platform."</p> <p>20           What is the \$100 million revenue goal that 21 you're referring to here?</p> <p>22           A. It was a company-level goal to get to on 23 revenue.</p> <p>24           Q. Who told you about that goal? 25           A. Sam.</p>	<p style="text-align: center;">Page 113</p> <p>1           Q. You referred to big quick contracts. What are 2 you referring to there? 3           A. I -- I don't know precisely what the contracts 4 were. But the -- the point of this note to him is not 5 that I'm disagreeing with the amount of revenue that 6 OpenAI had to -- had to create into the world, but it's 7 more about the specific strategy or lack of in this 8 case. 9           Q. What do you mean by that? 10           A. What I mean is that you could send a lot of 11 salespeople into the world to pursue different markets, 12 different verticals, or you could pick specific 13 verticals that you want to do and go after that and -- 14 but whichever the way, it's important to have the 15 strategy. 16           And, again, my issues with Sam were very much 17 around, like, management and how -- and providing 18 direction to the organization and decision-making. It 19 wasn't so much about the -- it wasn't about the revenue. 20 It wasn't about OpenAI creating revenue. I thought it 21 was very good for the company. I thought it was good 22 for the world. 23           Q. And so if I'm understanding it correctly, your 24 concern was that he was not setting a specific strategy 25 with regard to seeking that revenue.</p>



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<p>1 Q. And what did the board respond?</p> <p>2 A. They said, "No."</p> <p>3 Q. Did you, in fact, become the one to tell</p> <p>4 Mr. Nadella that Sam Altman was being fired?</p> <p>5 A. No. I believe that was --</p> <p>6 (Stenographer clarification.)</p> <p>7 THE WITNESS: -- Adam --</p> <p>8 Q. (By Ms. Schubert) Okay.</p> <p>9 A. -- or one of the other board members.</p> <p>10 Q. Were you on that conversation?</p> <p>11 A. No.</p> <p>12 Q. Did you have conversations with Satya Nadella</p> <p>13 during the period when Mr. Altman was ousted?</p> <p>14 A. I did.</p> <p>15 Q. How often did you speak with Mr. Nadella during</p> <p>16 that time frame?</p> <p>17 A. I don't remember. It was frequent.</p> <p>18 Q. Did you speak by phone?</p> <p>19 A. Yes.</p> <p>20 Q. Did you also communicate over text?</p> <p>21 A. Yes.</p> <p>22 Q. Do you recall if you exchanged any e-mails?</p> <p>23 A. Probably. I don't remember.</p> <p>24 Q. Did you speak to others from Microsoft during</p> <p>25 this period?</p>	<p>1 Microsoft directly [sic]?</p> <p>2 MR. AXELBAUM: Objection.</p> <p>3 Q. (By Ms. Schubert) I'm sorry.</p> <p>4 Did you also speak with somebody at Microsoft</p> <p>5 directly about their intention to hire Mr. Altman and</p> <p>6 Mr. Brockman?</p> <p>7 A. I don't remember.</p> <p>8 Q. Did you speak with Microsoft about their</p> <p>9 intention to hire other OpenAI employees?</p> <p>10 A. Yes.</p> <p>11 MS. SCHUBERT: I'd like to show you what's</p> <p>12 Bates stamped MSFT_MUSK_65692. We'll mark this Exhibit</p> <p>13 13.</p> <p>14 (Exhibit 13 was marked for identification.)</p> <p>15 (Stenographer clarification.)</p> <p>16 MS. SCHUBERT: Can we go off the record if so.</p> <p>17 THE VIDEOGRAPHER: Going off the record at 1:15</p> <p>18 p.m. Pacific Time.</p> <p>19 (Recess taken from 1:15 p.m. to 1:16 p.m.)</p> <p>20 THE VIDEOGRAPHER: We're back on the record at</p> <p>21 1:16 p.m. Pacific Time.</p> <p>22 Q. (By Ms. Schubert) In Exhibit 13, on November</p> <p>23 17th, Satya Nadella texts you saying, "Hi, Mira. Call</p> <p>24 when you have a chance."</p> <p>25 Do you recall if you spoke with Mr. Nadella</p>
<p>1 A. I spoke with Evan. I probably spoke with Dee</p> <p>2 too.</p> <p>3 Q. Dee Templeton?</p> <p>4 A. Um-hum.</p> <p>5 Q. And Kevin Scott?</p> <p>6 A. Yeah.</p> <p>7 Q. What did Microsoft communicate that they</p> <p>8 wanted to happen in the situation?</p> <p>9 MS. PATEL: Objection. Vague.</p> <p>10 MS. EDDY: Objection. Form.</p> <p>11 THE WITNESS: They wanted to support the</p> <p>12 company and support what we were doing, but didn't make</p> <p>13 any requests or requirements --</p> <p>14 Q. (By Ms. Schubert) Did anyone at Microsoft say</p> <p>15 that they wanted Mr. Altman to be reinstated as CEO?</p> <p>16 A. No.</p> <p>17 Q. Did anyone from Microsoft ask to have --</p> <p>18 (Stenographer clarification.)</p> <p>19 Q. (By Ms. Schubert) -- the board step down?</p> <p>20 A. No.</p> <p>21 Q. Did Microsoft communicate to you that it would</p> <p>22 hire Mr. Altman and Mr. Brockman?</p> <p>23 A. They communicated it to the public; that's how</p> <p>24 I found out.</p> <p>25 Q. Did you also speak about somebody from</p>	<p>1 after that text message?</p> <p>2 A. I'm sure I called him, but I don't remember the</p> <p>3 conversation.</p> <p>4 Q. Okay.</p> <p>5 In the next text on November 18th, you wrote,</p> <p>6 "Satya, could you please call me when you have a chance</p> <p>7 so we can coordinate how to talk with Sam here."</p> <p>8 What did you mean by coordinating on how to</p> <p>9 talk with Sam here?</p> <p>10 A. I'm not sure specifically, but what I can tell</p> <p>11 you, this was a very complex situation. I was in charge</p> <p>12 of stabilizing the company and figuring out how to move</p> <p>13 forward, and there were many people involved in the</p> <p>14 situation. At this point, I had already decided that</p> <p>15 the best thing to stabilize the company was for Sam to</p> <p>16 be reinstated.</p> <p>17 Q. What made you decide that?</p> <p>18 A. A set of things. One, I realized that the</p> <p>19 board had not followed the process that could be</p> <p>20 trusted, and it wasn't transparent. With regards to</p> <p>21 firing Sam, they were not prepared for the transition</p> <p>22 and stabilizing the company; and throughout the process,</p> <p>23 they, as a governance body, lost credibility.</p> <p>24 Q. Had your views about Sam's management</p> <p>25 performance changed between the time that you submitted</p>

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1 your screenshots to Ilya for the board and now November 2 17th? 3 (Stenographer clarification.) 4 THE WITNESS: I've been gone from OpenAI for 5 over a year. Up to the point that I left, my views were 6 consistent. 7 Q. (By Ms. Schubert) In the next text on this 8 chain, you ask Satya to join meeting with the board, and 9 you state, "I'm not putting my name on this." 10 What was that in reference to? 11 A. I don't know. 12 Q. Do you know why you were inviting Satya to meet 13 with the board? 14 A. He was the voice of reason. It was kind of a 15 crazy situation. 16 Q. Did the board authorize that? 17 A. Yes. 18 Q. Why did you maintain such consistent contact 19 with Mr. Nadella over this ouster period? 20 A. Microsoft was a very important partner to 21 OpenAI, and it seemed critical to keep them up to date 22 with what was going on. OpenAI was -- 23 (Stenographer clarification.) 24 THE WITNESS: -- at catastrophic risk of 25 falling apart.	1 should we choose to join. " 2 Is the petition you're referring to an employee 3 petition calling for Mr. Altman to be reinstated? 4 A. Yes. 5 Q. And that petition was Sam's idea? 6 A. Sorry? 7 Q. That petition was Sam's idea? 8 A. No. I don't know whose idea it was. 9 Q. Who wrote it? 10 A. It was written in collaboration by a few 11 people. I don't know precisely who. There were several 12 people, several execs at OpenAI working on it, and I did 13 a final review. 14 Q. Did Sam participate in collaborating on the 15 petition? 16 A. I don't know if he did. 17 Q. Do you know if Greg participated? 18 A. I don't know. 19 Q. I'll hand you now Exhibit 14 with Bates Stamp 20 MSFT_MUSK_56765. 21 (Exhibit 14 was marked for identification.) 22 Q. (By Ms. Schubert) Are these your text messages 23 from this ouster period with Kevin Scott? 24 A. Yes. 25 Q. You told him that you -- sorry.
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1 Q. (By Ms. Schubert) Were you concerned about 2 losing Microsoft's funding? 3 A. I was concerned about the company completely 4 blowing up. The funding was probably the last of my 5 concern. 6 Q. Were you concerned about -- why did you believe 7 that -- that Microsoft should be involved in preventing 8 the company from blowing up? 9 A. I'm not sure if it's preventing; that they were 10 a key stakeholder, and having their input was valuable. 11 Q. Did you involve any other stakeholders in the 12 conversations during the time of the ouster? 13 A. Such as? 14 Q. Any. 15 A. Microsoft was the largest stakeholder. 16 Q. So fair to say you did not involve any other 17 stakeholders during the ouster period? 18 A. I can't think of any that would have been 19 appropriate to involve. 20 Q. Okay. 21 In your next messages with Mr. Nadella, you 22 write, "The petition we're sending says the following, 23 per your conversation with Sam. 'Microsoft has assured 24 us that there are positions for all OpenAI employees 25 with the same compensation at this new subsidiary,'	1 On November 20th, you wrote, "Close to having 2 the board resign." 3 And then you wrote, "Ilya signed our petition." 4 Why did you tell Kevin about Ilya signing the 5 petition? 6 A. To show -- 7 (Stenographer clarification.) 8 THE WITNESS: -- unity. 9 Q. (By Ms. Schubert) Why was it important to show 10 that to Kevin Scott? 11 A. I mean, Kevin was a very -- 12 MR. AXELBAUM: Objection. Vague and ambiguous. 13 THE WITNESS: Kevin was a close partner. 14 Microsoft was a very close partner for us, in general, 15 and there is this, you know, insane event that's 16 happening, and I'm trying to stay -- keep them up to 17 date with the key events. 18 Q. (By Ms. Schubert) Why was it important 19 specifically that Ilya had signed the petition? 20 A. I think it showed unity from -- 21 (Stenographer clarification.) 22 THE WITNESS: -- from the employees of OpenAI, 23 including Ilya, of what was the correct thing to do for 24 the company. 25 Q. (By Ms. Schubert) There were, as you note,