

**EXHIBIT 21**

**PUBLIC REDACTED VERSION**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

IN RE MATTER OF: )  
 )  
ELON MUSK, et al., )  
 )  
Plaintiffs, )  
 )  
vs. ) CASE NO.  
 ) 4:24-CV-04722-YGR  
SAMUEL ALTMAN, et al., )  
 )  
Defendants. )  
 )

\*\* CONFIDENTIAL \*\*

VIDEOTAPED DEPOSITION OF ERMIRA MURATI  
SAN FRANCISCO, CALIFORNIA  
Sunday, November 2, 2025

Stenographically Reported by:  
HEATHER J. BAUTISTA, CSR, CRR, RPR, CLR  
Realtime Systems Administrator  
California CSR License #11600  
Oregon CSR License #21-0005  
Washington License #21009491  
Texas CSR License #10725

Page 2	Page 4
<p>1 UNITED STATES DISTRICT COURT</p> <p>2 NORTHERN DISTRICT OF CALIFORNIA</p> <p>3 OAKLAND DIVISION</p> <p>4</p> <p>5 IN RE MATTER OF: )</p> <p>6 )</p> <p>6 ELON MUSK, et al., )</p> <p>7 )</p> <p>7 Plaintiffs, )</p> <p>8 )</p> <p>8 vs. ) CASE NO.</p> <p>9 ) 4:24-CV-04722-YGR</p> <p>9 SAMUEL ALTMAN, et al., )</p> <p>10 )</p> <p>10 Defendants. )</p> <p>11 )</p> <p>12</p> <p>13</p> <p>14</p> <p>15 VIDEOTAPED DEPOSITION of ERMIRA MURATI, taken</p> <p>16 before Heather J. Bautista, CSR No. 11600, a Certified</p> <p>17 Shorthand Reporter for the state of California, with</p> <p>18 principal office in the county of Santa Clara,</p> <p>19 commencing on Sunday, November 2, 2025, 9:09 a.m., at 44</p> <p>20 Montgomery Street, 36th Floor, San Francisco, California</p> <p>21 94104.</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1 APPEARANCES OF COUNSEL: (CONTINUED)</p> <p>2</p> <p>3 For Defendant Microsoft Corporation:</p> <p>4 Dechert LLP</p> <p>5 BY: NISHA PATEL, ESQ.</p> <p>6 633 W. 5th Street, Suite 4900</p> <p>7 Los Angeles, California 90071</p> <p>8 Phone: (213) 808-5735</p> <p>9 nisha.patelgupta@dechert.com</p> <p>10</p> <p>11 Dechert LLP</p> <p>12 BY: YOSEF WEITZMAN, ESQ. (Remote)</p> <p>13 Cira Centre, 2929 Arch Street</p> <p>14 Philadelphia, Pennsylvania 19104</p> <p>15 Phone: (215) 994-2425 / Fax: (215) 994-2222</p> <p>16 yosi.weitzman@dechert.com</p> <p>17</p> <p>18 For ERMIRA MURATI:</p> <p>19 Mintz Levin Cohn Ferris Glovsky &amp; Popeo</p> <p>20 BY: MARC AXELBAUM, ESQ.</p> <p>21 44 Montgomery Street, 36th Floor</p> <p>22 San Francisco, California 94104</p> <p>23 Phone: (415) 696-5421 / Fax: (415) 432-6001</p> <p>24 maxelbaum@mintz.com</p> <p>25</p> <p>1 Mintz Levin Cohn Ferris Glovsky &amp; Popeo</p> <p>2 BY: ELLEN SHAPIRO, ESQ.</p> <p>3 919 Third Avenue</p> <p>4 New York, New York 10022</p> <p>5 Phone: (212) 692-6208</p> <p>6 eshapiro@mintz.com</p> <p>7 Mintz Levin Cohn Ferris Glovsky &amp; Popeo</p> <p>8 BY: NADIA ZIVKOV, ESQ.</p> <p>9 2049 Century Park East, Suite 300</p> <p>10 Los Angeles, California 90067</p> <p>11 Phone: (310) 586-3210</p> <p>12 nazivkov@mintz.com</p> <p>13</p> <p>14 ALSO PRESENT: Alejandro Zamora Ruiz, Videographer</p> <p>15</p>
Page 3	Page 5
<p>1 APPEARANCES OF COUNSEL:</p> <p>2</p> <p>3 For Plaintiffs:</p> <p>4 MoloLamken</p> <p>5 BY: JENNIFER SCHUBERT, ESQ.</p> <p>6 ALEX EYNON, ESQ.</p> <p>7 SARA TOFIGHBAKSH, ESQ. (Remote)</p> <p>8 430 Park Avenue</p> <p>9 New York, New York 10022</p> <p>10 Phone: (212) 607-5957</p> <p>11 jschubert@mololamken.com</p> <p>12 aeeynon@mololamken.com</p> <p>13 MoloLamken</p> <p>14 BY: WALTER HAWES IV, ESQ. (Remote)</p> <p>15 600 New Hampshire Avenue, N.W.</p> <p>16 Washington, D.C. 20037</p> <p>17 Phone: (202) 556-2013</p> <p>18 whawes@mololamken.com</p> <p>19</p> <p>20 For OpenAI Defendants:</p> <p>21 Wachtell Lipton Rosen &amp; Katz</p> <p>22 BY: SARA EDDY, ESQ.</p> <p>23 KELSEY BORENZWEIG, ESQ.</p> <p>24 51 West 52nd Street</p> <p>25 New York, New York 10019</p> <p>Phone: (212) 403-1000</p> <p>skeddy@wlrk.com</p> <p>kaborenzweig@wlrk.com</p> <p>Morrison &amp; Foerster LLP</p> <p>BY: WILLIAM FRENTZEN, ESQ.</p> <p>425 Market Street</p> <p>San Francisco, California 94105</p> <p>Phone: (415) 268-6413</p> <p>wfrentzen@mofo.com</p>	<p>1 INDEX OF EXAMINATION</p> <p>2 PAGE</p> <p>3 ERMIRA MURATI</p> <p>4 EXAMINATION BY MS. SCHUBERT 9</p> <p>5 EXAMINATION BY MS. EDDY 146</p> <p>6 EXAMINATION BY MS. PATEL 226</p> <p>7 EXAMINATION BY MS. SCHUBERT 235</p> <p>8</p> <p>9</p> <p>10</p> <p>11 --o0o--</p> <p>12</p> <p>13</p> <p>14</p> <p>15 Instructed Not to Answer</p> <p>16 Page Line</p> <p>17 218 18</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Page 50

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

Page 51

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.

Page 52

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?

Page 53

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.

Page 54

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

Page 55

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

Page 57

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

Page 58

1 Microsoft executives involved in the negotiations.

2 A. Yes.

3 Q. Did Microsoft also have legal counsel involved

4 in the creation of the JDCA and investment vehicle?

5 A. Yes.

6 Q. And did, to your knowledge, OpenAI advise

7 Microsoft of their creation of the LP entity?

8 (Stenographer clarification.)

9 MS. EDDY: I said, "Objection. Form."

10 (Stenographer clarification.)

11 THE WITNESS: I said, "I don't know."

12 MS. SCHUBERT: And we'll now show you what

13 we'll mark as Exhibit 5, which is Tab 7, Bates Stamp

14 2024\_MUSK\_11593.

15 (Exhibit 5 was marked for identification.)

16 MR. AXELBAUM: Are you finished with Exhibit 4?

17 MS. SCHUBERT: Yes, you may put that aside.

18 Thank you.

19 Q. (By Ms. Schubert) This is dated July 22nd of

20 2019, titled "Microsoft invests in and partners with

21 OpenAI to support us building beneficial AGI."

22 Have you seen this before?

23 A. Yes.

24 Q. This is a public announcement of Microsoft's

25 2019 investment in OpenAI?

Page 59

1 A. Yes.

2 Q. Take a moment to familiarize.

3 Right below the photograph on the page ending

4 in 594, do you see the paragraph that says "OpenAI

5 is" --

6 (Stenographer clarification.)

7 Q. (By Ms. Schubert) -- "producing a sequence of

8 increasingly powerful AI technologies which requires a

9 lot of capital for computational power. The most

10 obvious way to cover costs is to build a product, but

11 that would be changing our focus. Instead, we intend to

12 license some of our pre-AGI technologies with Microsoft

13 becoming our preferred partner for commercializing

14 them."

15 Did you agree that, at this time, building

16 products would change the focus of OpenAI?

17 A. At the time, yes.

18 Q. Why?

19 A. Because it felt like as a research

20 organization, it would be incredibly difficult to build

21 the product DNA required to deploy products in the

22 world.

23 Q. OpenAI, at this time, was focused on developing

24 its IP research?

25 A. Yes.

Page 60

1 Q. Was one of OpenAI's goals to assist Microsoft

2 in building products that would use OpenAI's IP?

3 A. To support.

4 Q. In what way?

5 A. In the way of understanding the technology. As

6 we would transfer the technology, making sure that they

7 understood and they could use it and integrate it

8 properly.

9 Q. Into commercializable products?

10 A. Yes.

11 Q. And then your understanding is that Microsoft

12 would, in fact, commercialize those products --

13 A. Yes.

14 Q. -- on the market? Yes?

15 A. Yes.

16 Q. And so OpenAI needed to be producing IP that

17 Microsoft could use in commercial products?

18 A. Not --

19 MS. EDDY: Objection.

20 MS. PATEL: Objection.

21 Q. (By Ms. Schubert) Why do you say "no"?

22 A. Because OpenAI had full autonomy on the

23 research roadmap and the best path to build safe AGI.

24 Q. Was OpenAI creating IP that Microsoft could use

25 in its commercial products?

Page 61

1 MS. PATEL: Objection. Form.

2 THE WITNESS: Yes, as a result of building

3 research IP on --

4 (Stenographer clarification.)

5 THE WITNESS: -- the path to AGI.

6 Q. (By Ms. Schubert) You never knew Microsoft to

7 be interested in OpenAI's robotics research, did you?

8 MR. AXELBAUM: Objection. Calls for

9 speculation.

10 THE WITNESS: I -- I don't know.

11 Q. (By Ms. Schubert) Did you ever have a

12 conversation with someone at Microsoft who expressed

13 interest in OpenAI's robotics research?

14 A. I don't remember.

15 Q. Did you recall anybody at Microsoft expressing

16 their interest in OpenAI's gaming research?

17 A. Yes.

18 Q. When was that?

19 A. I don't remember.

20 Q. You're familiar with Microsoft's Office suite;

21 right?

22 A. Yes.

23 Q. That includes Word, Excel, Outlook?

24 A. Yes.

25 Q. You understood that the -- that OpenAI's large

Page 62

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

Page 63

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

Page 64

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?

Page 65

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.



Page 66

1 Q. And you stated you were involved in negotiating  
2 that deal.  
3 A. Yes.  
4 Q. What was your role in connection with the 2021  
5 investment and JDCA?  
6 A. Similar to the first one, being the lead on  
7 negotiating the J -- JDCA agreement.  
8 Q. And that included things like the IP rights and  
9 assignments?  
10 A. Correct.  
11 Q. Okay.  
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.  
14 (Stenographer clarification.)  
15 (Exhibit 7 was marked for identification.)  
16 Q. (By Ms. Schubert) If you look about midway on  
17 the page, it's an e-mail from Sam Altman to several  
18 individuals at Microsoft, and you're copied, dated  
19 February 24th, 2021.  
20 If you want to just give this a read. I'm only  
21 going to ask about the first e-mail that Sam wrote.  
22 A. Okay. I just --  
23 Q. You're welcome to familiarize yourself with any  
24 of the document.  
25 A. I just want to have better context.

Page 67

1 Q. Of course.  
2 MR. AXELBAUM: When you say, "the first," do  
3 you mean the last in time or the first on the document?  
4 MS. SCHUBERT: The first on the document that I  
5 directed her to.  
6 MR. AXELBAUM: Okay.  
7 That's what I thought.  
8 MS. EDDY: Counsel, I just want to make sure  
9 for the record, did you add these redactions as part  
10 of --  
11 MS. SCHUBERT: We redacted out the portion that  
12 Ms. Murati is not on.  
13 MS. EDDY: Okay. All right. Thank you.  
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.  
17 THE WITNESS: Okay.  
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."

Page 68

1 A. Um-hum.  
2 Q. Was it one of your responsibilities at OpenAI  
3 to work to make Microsoft commercially successful, as  
4 described by Sam Altman?  
5 MS. EDDY: Objection.  
6 MR. AXELBAUM: Objection to form.  
7 You can answer if you can.  
8 THE WITNESS: Broadly, yes.  
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."  
15 Whose responsibility at OpenAI was it to make  
16 Microsoft a bunch of money quickly?  
17 MS. PATEL: Objection.  
18 MS. EDDY: Objection to form.  
19 MR. AXELBAUM: Objection. Foundation.  
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.  
24 Q. (By Ms. Schubert) Did Sam Altman express to  
25 anybody that he felt the need to make Microsoft a bunch

Page 69

1 of money quickly?  
2 A. Through this e-mail, it appears so.  
3 Q. Did he express that to anybody directly at  
4 OpenAI, apart from this e-mail, to your knowledge?  
5 A. I -- look, I -- at this time not --  
6 (Stenographer clarification.)  
7 THE WITNESS: No, not in this specific way.  
8 But broadly, it was very important for the partnership  
9 to be successful, which meant that Microsoft had to be  
10 successfully commercializing the technology in some time  
11 frame.  
12 Q. (By Ms. Schubert) Okay.  
13 Did Mr. Altman ever emphasize to you more  
14 broadly that profits were important to securing further  
15 investment from Microsoft?  
16 A. Not in a specific way.  
17 Q. In what way?  
18 A. In the sense that the core factor of the  
19 success with Microsoft was commercializing the  
20 technology. And we were supporting -- we, at OpenAI,  
21 were supporting Microsoft in commercializing the  
22 technology by transferring the technology, helping them  
23 understand it, and even --  
24 (Stenographer clarification.)  
25 THE WITNESS: -- prototyping in the early



<p style="text-align: right;">Page 70</p> <p>1 phases of brainstorming the uses, the commercial uses of</p> <p>2 the technology.</p> <p>3 Q. (By Ms. Schubert) What do you mean by</p> <p>4 "prototyping"?</p> <p>5 A. Creating prototypes of what the technology</p> <p>6 could be used for.</p> <p>7 Q. When OpenAI would create those, would you then</p> <p>8 provide the prototypes to Microsoft for their review and</p> <p>9 consideration?</p> <p>10 A. Well, I'd say maybe even more informal than</p> <p>11 that; just show what the technology was capable of as a</p> <p>12 demo.</p> <p>13 Q. Okay.</p> <p>14 In connection with the 2021 deal, Microsoft was</p> <p>15 promised a return of 20 times on their investment before</p> <p>16 residual profits were returned to the non-profit; is</p> <p>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</p> <p>25 Microsoft promised a return of 20 times on their</p>	<p style="text-align: right;">Page 72</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</p> <p>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</p> <p>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</p> <p>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 --</p> <p>17 (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</p> <p>20 the future, agree to exclude it from a license to</p> <p>21 Microsoft?</p> <p>22 A. Because it could undermine the current -- the</p> <p>23 structure that OpenAI had in place, where the non-profit</p> <p>24 could make a decision to stop the advancement of the</p> <p>25 models if it appeared that the behavior of these models</p>
<p style="text-align: right;">Page 71</p> <p>1 investment before any residual profits went back to the</p> <p>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</p> <p>7 was less involved with the investment aspect of the</p> <p>8 deal, so I don't remember the actual -- the returns on</p> <p>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</p> <p>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</p> <p>16 10:59 a.m. Pacific Time.</p> <p>17 Q. (By Ms. Schubert) Ms. Murati, I'd like to give</p> <p>18 you a document we'll mark Exhibit 8, Bates Stamp</p> <p>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</p> <p>22 this?</p> <p>23 This is an e-mail that you sent to John Tinter</p> <p>24 and Mikhail Parakhin from Microsoft on September 30th of</p> <p>25 2022. The subject is "Argos IP following</p>	<p style="text-align: right;">Page 73</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</p> <p>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</p> <p>8 specific to OpenAI IP. I think it's a tension that</p> <p>9 exists when you're bringing AI research into the world</p> <p>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</p> <p>13 write, "For OpenAI, this is very important," dash, "we</p> <p>14 have a structure where the non-profit, as the general</p> <p>15 partner, can make a call to stop OpenAI LP from scaling</p> <p>16 up models under extraordinary circumstances where</p> <p>17 continued scaling is endangering the safety of the world</p> <p>18 as we know it."</p> <p>19 Here, you call attention to OpenAI's non-profit</p> <p>20 governing structure; right?</p> <p>21 A. Yes.</p> <p>22 Q. Why were you reminding Microsoft that OpenAI's</p> <p>23 general partner is a non-profit?</p> <p>24 A. As I read this e-mail, I don't think I am -- my</p> <p>25 point is to remind them of the non-profit; my point is</p>

Page 74

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

Page 75

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.

Page 76

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.

Page 77

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?

Page 78

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

Page 79

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

Page 80

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

Page 81

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.

Page 110

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.

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.)

16 THE WITNESS: -- securely and safely and  
17 beneficially.

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.

23 The second -- and in this first category of  
24 issue of misuse, it's actually very important to  
25 commercializing the technology.

Page 111

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.

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."

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.)

18 Q. (By Ms. Schubert) -- "a cohesive strategy  
19 around the platform."

20 What is the \$100 million revenue goal that  
21 you're referring to here?

22 A. It was a company-level goal to get to on  
23 revenue.

24 Q. Who told you about that goal?

25 A. Sam.

Page 112

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.

Page 113

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.

Page 128

11 MS. SCHUBERT: Okay.  
12 This is a good time to break for lunch.  
13 MR. AXELBAUM: Great.  
14 THE VIDEOGRAPHER: Going off the record at  
15 12:22 p.m. Pacific Time.  
16 (Lunch recess taken 12:22 p.m. to 1:10 p.m.)  
17 THE VIDEOGRAPHER: We're back on the record at  
18 1:10 p.m. Pacific Time.  
19 Q. (By Ms. Schubert) Ms. Murati, the OpenAI board  
20 fired Sam in November of 2023; right?  
21 A. Yes.  
22 Q. And at the same time, they removed Greg  
23 Brockman from his role on the board.  
24 A. Yes.  
25 Q. And then they asked if you would become the

Page 129

1 interim CEO.  
2 A. Yes.  
3 Q. Did you expect that?  
4 MR. AXELBAUM: Objection.  
5 THE WITNESS: Which part?  
6 MR. AXELBAUM: Vague.  
7 Q. (By Ms. Schubert) Did you expect that the  
8 board would ask you to become the interim CEO of OpenAI?  
9 MR. AXELBAUM: Objection. Vague.  
10 THE WITNESS: No.  
11 Q. (By Ms. Schubert) Did you agree to be interim  
12 CEO?  
13 A. I did.  
14 Q. Why?  
15 A. Because I cared a lot about the company and  
16 stabilizing it, and it seemed like the obvious thing to  
17 do when they asked.  
18 Q. Did you ask the board whether they had yet told  
19 Microsoft about firing Sam?  
20 A. I asked them whether they had let Microsoft  
21 know.  
22 Q. Why did you ask that?  
23 A. Because they were a stakeholder in the company,  
24 and it seemed like the right thing to do when you fire  
25 the CEO of a company.



Page 130

1 Q. And what did the board respond?

2 A. They said, "No."

3 Q. Did you, in fact, become the one to tell

4 Mr. Nadella that Sam Altman was being fired?

5 A. No. I believe that was --

6 (Stenographer clarification.)

7 THE WITNESS: -- Adam --

8 Q. (By Ms. Schubert) Okay.

9 A. -- or one of the other board members.

10 Q. Were you on that conversation?

11 A. No.

12 Q. Did you have conversations with Satya Nadella

13 during the period when Mr. Altman was ousted?

14 A. I did.

15 Q. How often did you speak with Mr. Nadella during

16 that time frame?

17 A. I don't remember. It was frequent.

18 Q. Did you speak by phone?

19 A. Yes.

20 Q. Did you also communicate over text?

21 A. Yes.

22 Q. Do you recall if you exchanged any e-mails?

23 A. Probably. I don't remember.

24 Q. Did you speak to others from Microsoft during

25 this period?

Page 131

1 A. I spoke with Evan. I probably spoke with Dee

2 too.

3 Q. Dee Templeton?

4 A. Um-hum.

5 Q. And Kevin Scott?

6 A. Yeah.

7 Q. What did Microsoft communicated that they

8 wanted to happen in the situation?

9 MS. PATEL: Objection. Vague.

10 MS. EDDY: Objection. Form.

11 THE WITNESS: They wanted to support the

12 company and support what we were doing, but didn't make

13 any requests or requirements --

14 Q. (By Ms. Schubert) Did anyone at Microsoft say

15 that they wanted Mr. Altman to be reinstated as CEO?

16 A. No.

17 Q. Did anyone from Microsoft ask to have --

18 (Stenographer clarification.)

19 Q. (By Ms. Schubert) -- the board step down?

20 A. No.

21 Q. Did Microsoft communicate to you that it would

22 hire Mr. Altman and Mr. Brockman?

23 A. They communicated it to the public; that's how

24 I found out.

25 Q. Did you also speak about somebody from

Page 132

1 Microsoft directly [sic]?

2 MR. AXELBAUM: Objection.

3 Q. (By Ms. Schubert) I'm sorry.

4 Did you also speak with somebody at Microsoft

5 directly about their intention to hire Mr. Altman and

6 Mr. Brockman?

7 A. I don't remember.

8 Q. Did you speak with Microsoft about their

9 intention to hire other OpenAI employees?

10 A. Yes.

11 MS. SCHUBERT: I'd like to show you what's

12 Bates stamped MSFT\_MUSK\_65692. We'll mark this Exhibit

13 13.

14 (Exhibit 13 was marked for identification.)

15 (Stenographer clarification.)

16 MS. SCHUBERT: Can we go off the record if so.

17 THE VIDEOGRAPHER: Going off the record at 1:15

18 p.m. Pacific Time.

19 (Recess taken from 1:15 p.m. to 1:16 p.m.)

20 THE VIDEOGRAPHER: We're back on the record at

21 1:16 p.m. Pacific Time.

22 Q. (By Ms. Schubert) In Exhibit 13, on November

23 17th, Satya Nadella texts you saying, "Hi, Mira. Call

24 when you have a chance."

25 Do you recall if you spoke with Mr. Nadella

Page 133

1 after that text message?

2 A. I'm sure I called him, but I don't remember the

3 conversation.

4 Q. Okay.

5 In the next text on November 18th, you wrote,

6 "Satya, could you please call me when you have a chance

7 so we can coordinate how to talk with Sam here."

8 What did you mean by coordinating on how to

9 talk with Sam here?

10 A. I'm not sure specifically, but what I can tell

11 you, this was a very complex situation. I was in charge

12 of stabilizing the company and figuring out how to move

13 forward, and there were many people involved in the

14 situation. At this point, I had already decided that

15 the best thing to stabilize the company was for Sam to

16 be reinstated.

17 Q. What made you decide that?

18 A. A set of things. One, I realized that the

19 board had not followed the process that could be

20 trusted, and it wasn't transparent. With regards to

21 firing Sam, they were not prepared for the transition

22 and stabilizing the company; and throughout the process,

23 they, as a governance body, lost credibility.

24 Q. Had your views about Sam's management

25 performance changed between the time that you submitted

Page 134

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.

Page 135

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,

Page 136

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.

Page 137

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,