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4 *Former OpenAI Employees*

5 **UNITED STATES DISTRICT COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
7 **OAKLAND DIVISION**

8 ELON MUSK et al.,
9 Plaintiffs,

10 v.

11 SAMUEL ALTMAN, et al.,
12 Defendants.

Case No. 4:24-cv-04722-YGR

Assigned to: Hon. Yvonne Gonzalez Rogers

**MOTION FOR LEAVE TO FILE
AMICI CURIAE BRIEF IN SUPPORT
OF PLAINTIFFS' OPPOSITIONS TO
DEFENDANTS' MOTIONS TO
DISMISS**

*(Filed concurrently with Proposed Amicus
Brief and [Proposed] Order)*

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT former OpenAI Employees Steven Adler, Rosemary
3 Campbell, Neil Chowdhury, Jacob H. Hilton, Daniel B. Kokotajlo, Gretchen M. Krueger, Todor
4 M. Markov, Richard M.C. Ngo, Girish N. Sastry William R. Saunders, Carrol L. Wainwright II,
5 and Jeffrey K. Wu move for leave to file the accompanying *amici curiae* brief in support of the part
6 of Plaintiffs' Opposition to the Motions to Dismiss (Dkt. Nos. 127 (Microsoft), 128 (OpenAI), 129
7 (CA. AG)). Plaintiffs and Microsoft consent. The consent of the OpenAI Defendants have not yet
8 been obtained, pending further discussion of the contents of the amicus.

9 "District courts have broad discretion to appoint amici curiae." *Levin Richmond Terminal*
10 *Corp. v. City of Richmond*, 482 F. Supp. 3d 944, 951 n.1 (N.D. Cal. 2020) (Rogers, J.) (granting
11 proposed amici curiae's motions) (citing *Hoptowit v. Ray*, 682 F.2d 1237, 1260 (9th Cir. 1982),
12 *abrogated on other grounds by Sandin v. Conner*, 515 U.S. 472 (1995)). *Amici curiae* can be
13 particularly useful in cases where the outcome affects the public beyond the parties to the case. *See*
14 *Funbus Sys., Inc. v. Cal. Pub. Utils. Comm'n*, 801 F.2d 1120, 1125 (9th Cir. 1986) (describing the
15 "classic role" of amici as "assisting in a case of general public interest" (citations omitted)). *Amici* in
16 this case have unique information that can aid the court beyond the help provided by the parties'
17 lawyers. *California by and through Becerra v. United States Department of the Interior*, 381
18 F.Supp.3d 1153 (2019).

19 *Amici curiae* are former employees at OpenAI who collectively worked at the organization
20 between 2018 and 2024. During their tenures, which span the organization's formative years
21 through its more recent development, *amici* held various technical and leadership positions within
22 the organization, including Research Scientists, Members of Technical Staff, Policy Researchers,
23 Research Leads and Policy Leads. Through their direct involvement in OpenAI's operations and
24 development, *amici* possess unique firsthand knowledge of the organization's founding principles,
25 research methodologies, governance structures, and technological capabilities. *Amici* have a
26 significant interest in this litigation as it addresses fundamental questions about OpenAI's mission
27 and organizational structure that they helped shape during their employment.

28 No counsel for any party authored the proposed brief of *amicus curiae* in whole or in part,

1 and no person or entity, other than counsel, made a monetary contribution intended to fund the
2 preparation or submission of the brief.

3 For the foregoing reasons, the former OpenAI employees respectfully request that this
4 Court grant it leave to file the accompanying proposed *amicus* brief.

5
6 Respectfully submitted,

7 Dated: April 11, 2025

8
9 /s/ Lester Lessig

10 *Attorney for Proposed Amici Curiae*
11 *(Pro Hac pending)*
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EXHIBIT 1

1 Lester Lawrence Lessig (MA Bar No. 710593)
2 *lessig@lessig.law*
3 *Attorney for Proposed Amici Curiae*
4 *Former OpenAI Employees*

5 **UNITED STATES DISTRICT COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
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8 ELON MUSK et al.,
9 Plaintiffs,

10 v.

11 SAMUEL ALTMAN, et al.,
12 Defendants.

Case No. 4:24-cv-04722-YGR

Assigned to: Hon. Yvonne Gonzalez Rogers

**PROPOSED BRIEF OF FORMER
OPENAI EMPLOYEES AS AMICI
CURIAE IN SUPPORT OF
PLAINTIFFS' OPPOSITIONS TO
DEFENDANTS' MOTIONS TO
DISMISS**

*(Filed concurrently with Motion for Leave
and [Proposed] Order)*

INTEREST OF AMICI CURIAE

Amici curiae Steven Adler, Rosemary Campbell, Neil Chowdhury, Jacob H. Hilton, Daniel B. Kokotajlo, Gretchen M. Krueger, Todor M. Markov, Richard M.C. Ngo, Girish N. Sastry William R. Saunders, Carrol L. Wainwright II, and Jeffrey K. Wu are former employees at OpenAI who collectively worked at the organization between 2018 and 2024. During their tenures, which span the organization’s formative years through its more recent development, *amici* held various technical and leadership positions within the organization, including Research Scientists, Members of Technical Staff, Policy Researchers, Research Leads and Policy Leads. Through their direct involvement in OpenAI’s operations and development, *Amici* possess unique firsthand knowledge of the organization’s founding principles, research methodologies, governance structures, and technological capabilities. *Amici* have a significant interest in this litigation as it addresses fundamental questions about OpenAI’s mission and organizational structure that they helped shape during their employment. Their experience and perspective on the company from their times in its employ can provide valuable context for this court.

No counsel for any party authored the proposed brief of *amici curiae* in whole or in part, and no person or entity, other than counsel, made a monetary contribution intended to fund the preparation or submission of the brief.

SUMMARY OF ARGUMENT

Amici offer several points relevant to the Court’s consideration:

- OpenAI was created exclusively for the purpose of ensuring that artificial general intelligence benefits all of humanity. This mission is explicitly stated in the OpenAI Nonprofit incorporation documents. OpenAI committed to several key principles for executing on that mission in their Charter document. These commitments were taken extremely seriously within the company and were repeatedly communicated and treated internally as being binding.
- OpenAI’s unique corporate structure—a nonprofit controlling a group of other subsidiaries—was a crucial part of its overall strategy. The Nonprofit having ultimate control was considered highly important by leadership and staff for OpenAI’s ability to

1 successfully execute on its mission.

- 2 • OpenAI’s mission, the OpenAI Charter, and the central controlling role of the
- 3 Nonprofit were critical to OpenAI’s ability to attract and retain talent. They were
- 4 routinely used to persuade candidates to join the company and to convince employees
- 5 who were considering leaving to stay.
- 6 • If the OpenAI Nonprofit agreed to a change in the OpenAI corporate structure which
- 7 took away its controlling role, that would fundamentally violate its mission.

8 Any fundamental restructuring that removes the Nonprofit’s controlling role would not
 9 only contradict OpenAI’s founding mission and Charter commitments, but would also breach the
 10 trust of employees, donors, and other stakeholders who joined and supported the organization
 11 based on these commitments. The Court should recognize that maintaining the Nonprofit’s
 12 governance is essential to preserving OpenAI’s unique structure, which was designed to ensure
 13 that artificial general intelligence benefits humanity rather than serving narrow financial interests.

14 ARGUMENT

15 **I. OpenAI Committed to Core Principles for Pursuing Its Mission in its Charter**

16 OpenAI, Inc. (the “Nonprofit”)’s Mission as set forth in Article Third of its Certificate of
 17 Incorporation is “to ensure that artificial general intelligence benefits all of humanity.” That article
 18 further states that “[t]he resulting technology will benefit the public and the corporation will seek
 19 to distribute it for the public benefit when applicable. The corporation is not organized for the
 20 private gain of any person.”

21 In its Charter, first published in April 2018, OpenAI re-states its Mission and affirms its
 22 commitment to four core principles for executing the Mission:

23 OpenAI’s mission is to ensure that artificial general intelligence
 24 (AGI)—by which we mean highly autonomous systems that
 25 outperform humans at most economically valuable work—benefits
 26 all of humanity. We will attempt to directly build safe and beneficial
 27 AGI, but will also consider our mission fulfilled if our work aids
 28

1 others to achieve this outcome. To that end, we commit to the
2 following principles:

3 ***Broadly distributed benefits***
4

5 We commit to use any influence we obtain over AGI's
6 deployment to ensure it is used for the benefit of all, and to avoid
7 enabling uses of AI or AGI that harm humanity or unduly
8 concentrate power.
9

10 Our primary fiduciary duty is to humanity. We anticipate
11 needing to marshal substantial resources to fulfill our mission, but
12 will always diligently act to minimize conflicts of interest among
13 our employees and stakeholders that could compromise broad
14 benefit.
15

16 ***Long-term safety***

17 We are committed to doing the research required to make
18 AGI safe, and to driving the broad adoption of such research across
19 the AI community.
20

21 We are concerned about late-stage AGI development
22 becoming a competitive race without time for adequate safety
23 precautions. Therefore, if a value-aligned, safety-conscious project
24 comes close to building AGI before we do, we commit to stop
25 competing with and start assisting this project. We will work out
26 specifics in case-by-case agreements, but a typical triggering
27 condition might be "a better-than-even chance of success in the next
28

1 two years.”

2 ***Technical leadership***

3
4 To be effective at addressing AGI’s impact on society,
5 OpenAI must be on the cutting edge of AI capabilities—policy and
6 safety advocacy alone would be insufficient.

7
8 We believe that AI will have broad societal impact before
9 AGI, and we’ll strive to lead in those areas that are directly aligned
10 with our mission and expertise.

11 ***Cooperative orientation***

12
13 We will actively cooperate with other research and policy
14 institutions; we seek to create a global community working together
15 to address AGI’s global challenges.

16
17 We are committed to providing public goods that help
18 society navigate the path to AGI. Today this includes publishing
19 most of our AI research, but we expect that safety and security
20 concerns will reduce our traditional publishing in the future, while
21 increasing the importance of sharing safety, policy, and standards
22 research.

23 Internally, these commitments were considered to be binding and were taken extremely
24 seriously. The primacy of the Charter is directly referenced in official company documents, as
25 shown in section II, and it was consistently emphasized by senior leadership at company meetings
26 and in informal conversations.

27 The Charter was positioned as the foundational document guiding all of OpenAI’s strategic
28 decisions. Senior leaders such as Sam Altman and Greg Brockman would regularly reference the

1 Charter when explaining the rationale behind organizational decisions or addressing questions
2 about OpenAI's approach to AGI development. The Charter provided guidance on how the
3 organization would address complex questions about ensuring human flourishing, distributing the
4 benefits of AGI equitably, and balancing competitive advancement with safety considerations.

5 Within OpenAI, there was a dedicated internal working group established with the specific
6 aim of translating the abstract principles of the Charter into concrete, actionable policies and
7 procedures. That group did deep dives into the language and intent of the Charter, trying to answer
8 complex questions about how to apply its commitments in day-to-day operations and strategic
9 decisions. Their work aimed to more concretely align the company's actions and priorities with
10 the Charter commitments.

11 The Charter's significance was further institutionalized within OpenAI's formal employee
12 evaluation systems. Following the transition to the capped-profit structure, OpenAI leadership
13 implemented performance review processes that explicitly incorporated employees' understanding
14 of and commitment to the mission as defined in the Charter. Understanding, internalizing, and
15 actively upholding the Charter became formal requirements for career advancement within the
16 organization. Employees at all levels were evaluated not just on their technical contributions but
17 also on how well they aligned their work with the Charter's principles and ensured their
18 colleagues did the same.

19 **II. Nonprofit Control Over the OpenAI Corporate Structure Was Considered Critical** 20 **for Upholding the Charter Commitments and Successfully Executing the Mission**

21 OpenAI has a unique corporate structure — a 501(c)(3) public charity that fully controls
22 several for-profit subsidiaries. This structure — and in particular, the Nonprofit's full control over
23 it — was considered critically important for the Nonprofit's ability to uphold the Charter
24 commitments and successfully execute on the mission. This was consistently repeated by OpenAI
25 executives both internally and externally from 2019 until 2024.

26 When the initial transition to a "capped-profit" structure happened in 2019, the Limited
27 Partnership Agreement clearly stated that the Partnership exists to advance the mission of the
28 Nonprofit, the Nonprofit retains full control, and the General Partner's duty to the mission and the

1 principles advanced in the Charter take precedence over any obligation to generate a profit:

- 2 • “OpenAI, L.P. will be a for-profit Delaware Limited Partnership managed by its
3 General Partner, a single-member Delaware LLC controlled by OpenAI, Inc. (the
4 Nonprofit)’s Board of Directors.”
- 5 • “The Partnership exists to advance OpenAI Inc’s mission of ensuring that safe artificial
6 general intelligence is developed and benefits all of humanity. The General Partner’s
7 duty to this mission and the principles advanced in the OpenAI Inc Charter take
8 precedence over any obligation to generate a profit. The Partnership may never make a
9 profit, and the General Partner is under no obligation to do so. The General Partner is
10 free to re-invest any or all of the Operating Entity’s (or the Partnership’s) cash flow
11 into research and development activities and/or related expenses without any obligation
12 to the Limited Partners. See Section 6.4 of the Operating Entity’s Limited Partnership
13 Agreement for additional details.”

14 Sam Altman further reinforced this point in May 16, 2023, testimony before the U.S.
15 Senate Committee on the Judiciary, where he emphasized: “OpenAI has an unusual structure that
16 ensures that it remains focused on this long-term mission,” and proceeded to detail the key
17 governance provisions:

- 18 • “First, the principal entity in our structure is our Nonprofit, which is a 501(c)(3) public
19 charity.”
- 20 • “Second, our for-profit operations are subject to profit caps and under a subsidiary that
21 is fully controlled by the Nonprofit.”
- 22 • “Third, because the board serves the Nonprofit, each director must perform their
23 fiduciary duties in furtherance of its mission—safe AGI that is broadly beneficial.
24 While the for-profit subsidiary is permitted to make and distribute profit, it is subject to
25 this mission. The Nonprofit’s principal beneficiary is humanity, not OpenAI investors.”
- 26 • “Fourth, the board remains majority independent. Independent directors do not hold
27 equity in OpenAI.”
- 28 • “Fifth, profit for investors and employees is capped by binding legal commitments.

1 The Nonprofit retains all residual value for the benefit of humanity.”

2 In his Senate hearing, Sam Altman stated, “[t]his structure enables us to prioritize safe and
3 beneficial AI development.” and emphasized that “AGI technologies are explicitly reserved for the
4 Nonprofit to govern,” underscoring the deliberate design of placing ultimate control of the most
5 powerful technologies in the hands of the nonprofit entity.

6 The key role and importance of nonprofit control are most directly shown in OpenAI’s
7 “Our Structure” document, which was published on OpenAI’s website on May 17, 2023, the day
8 after Sam’s testimony:

- 9 • “The OpenAI Nonprofit would remain intact, with its board continuing as the overall
10 governing body for all OpenAI activities.”
- 11 • “A new for-profit subsidiary would be formed, capable of issuing equity to raise capital
12 and hire world class talent, but still at the direction of the Nonprofit. Employees
13 working on for-profit initiatives were transitioned over to the new subsidiary.”
- 14 • “The for-profit would be legally bound to pursue the Nonprofit’s mission, and carry
15 out that mission by engaging in research, development, commercialization and other
16 core operations. Throughout, OpenAI’s guiding principles of safety and broad benefit
17 would be central to its approach.”
- 18 • “The for-profit’s equity structure would have caps that limit the maximum financial
19 returns to investors and employees to incentivize them to research, develop, and deploy
20 AGI in a way that balances commerciality with safety and sustainability, rather than
21 focusing on pure profit-maximization.”
- 22 • “The Nonprofit would govern and oversee all such activities through its board in
23 addition to its own operations.”

24 The “Our Structure” document then goes into more details regarding how the Nonprofit
25 exerts control:

- 26 • “First, the for-profit subsidiary is fully controlled by the OpenAI Nonprofit. We
27 enacted this by having the Nonprofit wholly own and control a manager entity
28 (OpenAI GP LLC) that has the power to control and govern the for-profit subsidiary.”

- “Second, because the board is still the board of a Nonprofit, each director must perform their fiduciary duties in furtherance of its mission—safe AGI that is broadly beneficial. While the for-profit subsidiary is permitted to make and distribute profit, it is subject to this mission. The Nonprofit’s principal beneficiary is humanity, not OpenAI investors.”

The document ends by saying that “...we strive to preserve these core governance and economic components of our structure.”

The evidence above shows that OpenAI repeatedly emphasized the fact that for-profit subsidiaries are controlled by the Nonprofit and presented it as a critical factor for enabling the Nonprofit to successfully execute its mission.

III. Nonprofit Control and Charter Commitments Were Central to Talent Retention and Acquisition

The OpenAI Charter played an important role in enhancing the organization’s brand identity, serving as a tangible representation of its core values and mission. Physical copies of the Charter were prominently displayed and readily available, acting as a testament to OpenAI’s commitment to its stated principles. This consistent visibility, through brochures, guest offerings, and new-hire packets, reinforced the Charter’s importance and its role in shaping the company’s public image.

When OpenAI was transitioning from a pure nonprofit to the “capped-profit” limited partnership structure in 2019, many employees expressed significant concerns about whether commercial pressures would lead to the elimination or marginalization of the nonprofit’s original mission and the Charter commitments. OpenAI took these concerns seriously enough to commission an internal team to do an analysis on how the transition would affect the Nonprofit’s mission. During the transition, Sam Altman and other company executives addressed the concerns directly and tried to allay fears across multiple all-hands meetings.

Leadership repeatedly emphasized that the Nonprofit entity maintained full legal control over the capped-profit LP, and that the LP documents explicitly stated that the organization’s primary fiduciary obligation was to humanity, not to investors. As the OpenAI LP announcement

1 stated: “OpenAI LP’s primary fiduciary obligation is to advance the aims of the OpenAI Charter...
2 All investors and employees sign agreements that OpenAI LP’s obligation to the Charter always
3 comes first, even at the expense of some or all of their financial stake.”

4 These assurances about the nonprofit’s continued control and the legally binding
5 subordination of profit to mission were not treated as mere rhetoric—they were critical to the
6 company’s ability to retain talent throughout the transition. Many employees who had joined
7 specifically because of OpenAI’s nonprofit mission would have departed without these formal
8 reassurances that the organization would legally prioritize the Charter commitments over financial
9 returns.

10 At the end of 2020, multiple key employees left OpenAI and many others were considering
11 doing the same. To address employee concerns, the company held a virtual summit, including
12 Q&A sessions with leadership. At those sessions CEO Sam Altman emphasized the critical role of
13 nonprofit control in successfully executing OpenAI’s mission. He articulated that this unique
14 structure ensured the organization remained focused on its long-term goals of safe and beneficial
15 AGI development. Altman stressed that the nonprofit’s governance and oversight were paramount
16 in upholding the commitments outlined in the OpenAI Charter, guaranteeing that safety and broad
17 societal benefits were prioritized over short-term financial gains.

18 After the capped-profit transition, nonprofit control over OpenAI’s corporate structure
19 continued being a material condition for attracting talent — particularly those concerned with AI
20 safety and the societal impacts of AI. In recruiting conversations with candidates, it was common
21 to cite OpenAI’s unique governance structure as a critical differentiating factor between OpenAI
22 and competitors such as Google or Anthropic and an important reason they should consider
23 joining the company. This same reason was also often used to persuade employees who were
24 considering leaving for competitors to stay at OpenAI — including some of us.

25 The “merge and assist clause” in the OpenAI Charter —“If a value-aligned, safety-
26 conscious project comes close to building AGI before we do, we commit to stop competing with
27 and start assisting this project”—was often cited during these discussions as a structural safeguard
28 that would prevent the company triggering a dynamic in which competitors would race to AGI as

1 anyone got close. This commitment was presented in staff meetings as something only possible
2 under OpenAI's structure, as traditional for-profit companies would be unlikely to subordinate
3 shareholder interests in such a manner.

4 Overall, OpenAI's status as a nonprofit before 2019, and as a capped-profit under the full
5 control of the nonprofit since then, substantially helped OpenAI's recruiting and retention efforts.
6 Many employees were inspired by the nonprofit mission and the Charter commitments and chose
7 to work at OpenAI in large part because of them.

8 **IV. Loss of Nonprofit Control Over OpenAI Would Violate The Nonprofit's Mission**

9 Today, OpenAI is attempting to transition to a corporate structure in which the Nonprofit
10 might lose its control over the for-profit subsidiaries. Such a loss of control would violate the
11 Nonprofit's mission. The Nonprofit can not "ensure that artificial general intelligence benefits all
12 of humanity" without having effective control over the corporate entity that is actually building
13 artificial general intelligence.

14 This violation becomes especially clear when we look at the specific Charter
15 commitments. Loss of nonprofit control is fundamentally incompatible with the commitment to
16 broadly distribute benefits and with the commitment to long-term safety. It is important to note
17 that in a recent blog post describing the planned evolution of their corporate structure, OpenAI
18 does not mention the Charter a single time. Given how heavily the Charter and the commitments
19 made in it featured in official documents and communication from 2019 to 2024, this is quite
20 surprising — and could potentially indicate that OpenAI themselves are aware that should their
21 proposed restructuring result in a loss of nonprofit control, that would violate commitments made
22 in the Charter.

23 Loss of nonprofit control violates the Charter commitment to broadly distribute benefits
24 because it prevents the nonprofit from "ensuring AGI's deployment is used for the benefit of all"
25 or "avoid enabling uses of AI or AGI that harm humanity or unduly concentrate power," as the
26 nonprofit would no longer have any control over how AGI's deployment is used. Instead, if
27 OpenAI develops AGI, power over it would be concentrated among its shareholders.

28 Loss of nonprofit control also violates the Charter commitment to long-term safety by

1 essentially removing the “merge-and-assist clause.” The Nonprofit can no longer credibly commit
2 to “stop competing with and start assisting” any “value-aligned, safety-conscious project [that]
3 comes close to building AGI before we do” if it does not control the for-profit subsidiary that is
4 building AGI. Instead, for-profit shareholders who would control the subsidiary would be
5 incentivized to do exactly the opposite in such a competitive scenario — race ahead to catch up,
6 potentially cutting corners on safety to do so.

7 CONCLUSION

8 OpenAI, Inc. was established with an explicit and unambiguous mission: to ensure
9 artificial general intelligence benefits all of humanity. This mission was not merely aspirational—
10 it was codified in multiple legal documents, reinforced through the OpenAI Charter, and
11 consistently communicated both internally and externally as the organization’s North Star. The
12 unique corporate structure placing the Nonprofit in control was intentionally designed as the
13 fundamental safeguard ensuring OpenAI would never stray from this mission.

14 The evidence presented—from Senate testimony and public statements to communications
15 with employees—demonstrates that OpenAI’s leadership, including CEO Sam Altman,
16 consistently emphasized the Nonprofit’s controlling role to various stakeholders as essential to
17 “prioritize safe and beneficial AI development.” This control mechanism wasn’t incidental to
18 OpenAI’s mission—it was the central structural feature enabling the organization to uphold its
19 Charter commitments to broadly distribute benefits, ensure long-term safety, maintain technical
20 leadership, and foster cooperative orientation.

21 Furthermore, the Nonprofit’s governance control served as a critical recruiting and
22 retention tool, allowing OpenAI to attract top talent who wanted to work at an organization
23 structurally committed to developing AGI for humanity’s benefit. These employees relied on the
24 continued governance role of the Nonprofit as a guarantee that their work would serve
25 humanitarian rather than purely commercial ends.

26 Any restructuring that removes the Nonprofit’s controlling role would therefore constitute
27 a profound breach of trust with employees, donors, policymakers, and the public. More
28 fundamentally, it would render the Nonprofit incapable of fulfilling its mission to ensure AGI

1 benefits humanity, as it would surrender its ability to direct how AGI is developed, deployed, and
2 governed. Without control, the Nonprofit cannot credibly fulfill its Mission and Charter
3 commitments, particularly those relating to broadly distributed benefits and long-term safety.

4 The Court should recognize that maintaining the Nonprofit's governance control is not
5 merely preferable but essential to holding OpenAI accountable for upholding its charitable
6 purpose. Allowing a restructuring that eliminates this control would effectively permit the
7 diversion of nonprofit assets and contributions toward purposes fundamentally at odds with the
8 Nonprofit's charitable obligations. Such an outcome would not only contravene OpenAI's explicit
9 commitments but would undermine public trust in nonprofit governance structures more broadly.

10
11 DATED: April 11, 2025

Respectfully submitted,

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13
14 /s/ Lester Lessig

15 *Attorney for Proposed Amici Curiae*
16 *(Pro Hac Pending)*

On behalf of:

17 Steven Adler
18 Rosemary Campbell,
19 Neil Chowdhury,
20 Jacob H. Hilton,
21 Daniel B. Kokotajlo,
22 Gretchen M. Krueger,
23 Todor M. Markov,
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25 Girish N. Sastry
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28 Jeffrey K. Wu

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Assigned to: Hon. Yvonne Gonzalez Rogers

**DECLARATION OF TODOR M.
MARKOV**

DECLARATION

I, Todor M. Markov, declare as follows:

1. Beginning in 2018, I worked as a researcher at OpenAI on a variety of teams, culminating in my assignment to the Preparedness team, where I worked on evaluating the persuasion abilities of frontier systems.

2. I am presently a researcher at Anthropic, where I work on the Knowledge team.

3. I have helped organize this amicus brief without any encouragement or input from my current employer.

4. I left OpenAI in 2024 because I lost trust in its leadership team.

5. I lost trust because in May 2024, I learned that OpenAI was routinely requiring departing employees to sign a general release including a broad lifetime non-disparagement agreement as a precondition for keeping their vested equity. For many employees — myself included — this equity represented a very large fraction of our overall life savings. This condition was intentionally hidden from employees by being phrased in a highly obfuscated manner and by being put in legal documents that we only saw and were asked to sign a few months after our initial joining dates. At an all-hands meeting, CEO Sam Altman was asked directly whether he had known that this was a standard practice for all departing employees. At that meeting, he disclaimed knowledge. Immediately after that meeting, a media article was published showing official company documents with Sam Altman's signature on them which explicitly described the requirement to sign a general release in order to retain one's vested equity in great detail. This course of events led me to believe that CEO Sam Altman was a person of low integrity who had directly lied to employees about the extent of his knowledge and involvement in OpenAI's practices of forcing departing employees to sign lifetime non-disparagement agreements; and that he was very likely lying to employees about a number of other important topics, including but not limited to the sincerity of OpenAI's commitment to the Charter — which had up to that point been considered binding and taken very seriously internally by me and other OpenAI employees.

6. The Charter was positioned as the foundational document guiding all of our strategic decisions during my time at OpenAI. Senior leaders such as Sam Altman and Greg Brockman

1 regularly referenced the Charter to explain operational and organizational decisions or to address
2 questions about how OpenAI was developing AGI.

3 7. In fact, there was a dedicated working group at OpenAI devoted to interpreting and
4 applying the Charter in concrete terms. Employee understanding of the Charter was made part of
5 our performance evaluations after the transition of OpenAI even to a capped for-profit structure.
6 Employees at all levels were evaluated not just on their technical contributions but also on how well
7 they aligned their work with the Charter's principles and ensured their colleagues did the same.

8 8. As repeated by OpenAI executives both internally and externally, OpenAI's
9 nonprofit structure, and in particular the nonprofit's control over all for-profit subsidiaries, was
10 generally considered essential to OpenAI upholding its Charter commitments.

11 9. The Charter also played an important role in enhancing the organization's brand
12 identity. Physical copies of the Charter were prominently displayed throughout the offices. It was
13 consistently visible in brochures, guest offerings, and new-hire packets.

14 10. When OpenAI began to lose key staff in 2020, Sam Altman repeatedly turned to and
15 emphasized the importance of the Charter and OpenAI's unique nonprofit control structure to retain
16 talent.

17 11. Particularly after OpenAI's capped-profit transition, nonprofit control and adherence
18 to the Charter were important for attracting talent—especially the gifted researchers concerned with
19 AI safety and the societal impacts of AI.

20 12. The repeated representations by Sam Altman and other OpenAI executives
21 concerning OpenAI's charitable mission and adherence to the Charter persuaded me to stay at
22 OpenAI longer than I otherwise would have.

23 13. When I saw Sam Altman and other senior leaders directly lie to employees about the
24 company's transparency practices, I realized that they had also lied to us about many other important
25 decisions and key elements of the company. I realized the Charter had been used as a smokescreen,
26 something to attract and retain idealistic talent while providing no real check on OpenAI's growth
27 and its pursuit of AGI.

28 14. OpenAI's public announcement of a plan to pursue a fully for-profit restructuring,

1 contrary to its Charter's core commitments, has only served to further convince me that OpenAI's
2 Charter and mission were used all along as a facade to manipulate its workforce and the public.

3 15. I declare under penalty of perjury of the laws of the United States that the foregoing
4 is true and correct. Executed on April 11, 2025.

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7 /s/ Todor M. Markov
8 Todor M. Markov
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