United States District Court
Northern District of California
Δ DEFENDANT Δ
Case No. 4:24-CV-04722-YGR
Case Title Musk et al. v. Altman et al.
Exhibit No. DX-0710
Date Entered
Mark Busby, Clerk
By:_____, Deputy Clerk

From: Shivon Zilis [shivon@openai.com]
Sent: 9/28/2017 9:52:18 PM
To: Jared Birchall [jared@excession.com]
Subject: OpenAI

Hey! No need to trouble you to call, know you're super busy. Here is what you need to know:

They say they will not move forward without a guarantee to switch away from him having control. You and I can argue that's stupid all we want, but they are holding firm on it. Potential paths forward:

1) A clause that guarantees after 2 years so majority control, regardless of funding ratios
2) E doesn't contribute right now and it's up to them to find funding before setting the board so he's never in majority control
3) They agree to disagree and we problem solve around how to make the breakup as amicable as possible
4) Jared's creative ideas

The "trusting" him without legal language thing is just not currently an option for them because they a) don't have the level of extreme trust you or I have for E and b) they are, in their words, scared that even *they* may not want to give up majority control over something as powerful as potential AGI if it's developed so they would want a structure that guaranteed distribution of power no matter who is in control.

~s