

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

X CORP., ET AL.,

Plaintiffs,

v.

No. 4:25-cv-00914-P

APPLE INC., ET AL.,

Defendants.

ORDER

Before the Court is the Emergency Motion of Defendants OpenAI Foundation (f/k/a OpenAI, Inc.), OpenAI, L.L.C., and OpenAI OpCo, LLC (collectively, “OpenAI”) to Compel Production of Plaintiffs’ Agreement Resolving Their Dispute with Apple (“Motion”). ECF No. 390. OpenAI filed its Motion to Compel on September 15, almost two months after the close of discovery in this case. *See* ECF No. 202 at 1 (setting the discovery deadline as July 31, 2026). In its Motion, OpenAI asks the Court to reopen discovery for the purpose of compelling Plaintiffs, X Corp. and SpaceXAI LLC, to immediately produce a confidential settlement agreement made with Defendant Apple, Inc. (“Apple”). ECF No. 390 at 1.

In response to OpenAI’s Motion, the Court ordered Plaintiffs to file an expedited response. ECF No. 392 at 1. It also ordered Plaintiffs to deliver their agreement with Apple to the Court for *in camera* review. ECF No. 392 at 1. *In camera* review would enable the Court to evaluate OpenAI’s claim that the confidential agreement might contain information relevant for summary judgment, which forms the basis for OpenAI’s Emergency Motion. ECF No. 390 at 1. The Court has now carefully considered the Motion, the Parties’ submissions, the record in this case, and the relevant law. Having done so, it finds that the Motion should be and hereby is **DENIED**.

The Court hesitates to compel the production of confidential settlement agreements entered by parties. Confidentiality in settlement serves the “[s]trong federal policy” of “induc[ing] the parties to settle a case.” *In re Enron Corp. Sec., Derivative & ERISA Litig.*, 623 F. Supp. 2d 798, 837 (S.D. Tex. 2009); *see Centillion Data Systems, Inc. v. Ameritech Corp.*, 193 F.R.D. 550, 551–52 (S.D. Ind. 1999) (“Where private parties, represented by counsel, contract for confidentiality of the settlement agreement terms, courts should be loathe to interfere.”). Courts have, at times, permitted the production of confidential settlement agreements to the extent they contain information relevant to specific issues at summary judgment or trial. Having conducted an *in camera* review of the requested materials, however, the Court finds that they do not present information relevant to the issues to be decided at summary judgment or trial in this case.

OpenAI indicates that it plans to file a motion for summary judgment. ECF No. 390 at 1. The Court granted OpenAI an extension to prepare that motion. ECF No. 389. The Court intends to decide the motion based on the pleadings and the evidence produced during the discovery period.

Accordingly, the Court **ORDERS** that OpenAI’s Emergency Motion to Compel is **DENIED**.

SO ORDERED on this **17th day of September 2026**.

A handwritten signature in black ink, reading "Mark T. Pittman". The signature is fluid and cursive, with the first name "Mark" and last name "Pittman" clearly legible, and "T." in the middle.

Mark T. Pittman

UNITED STATES DISTRICT JUDGE