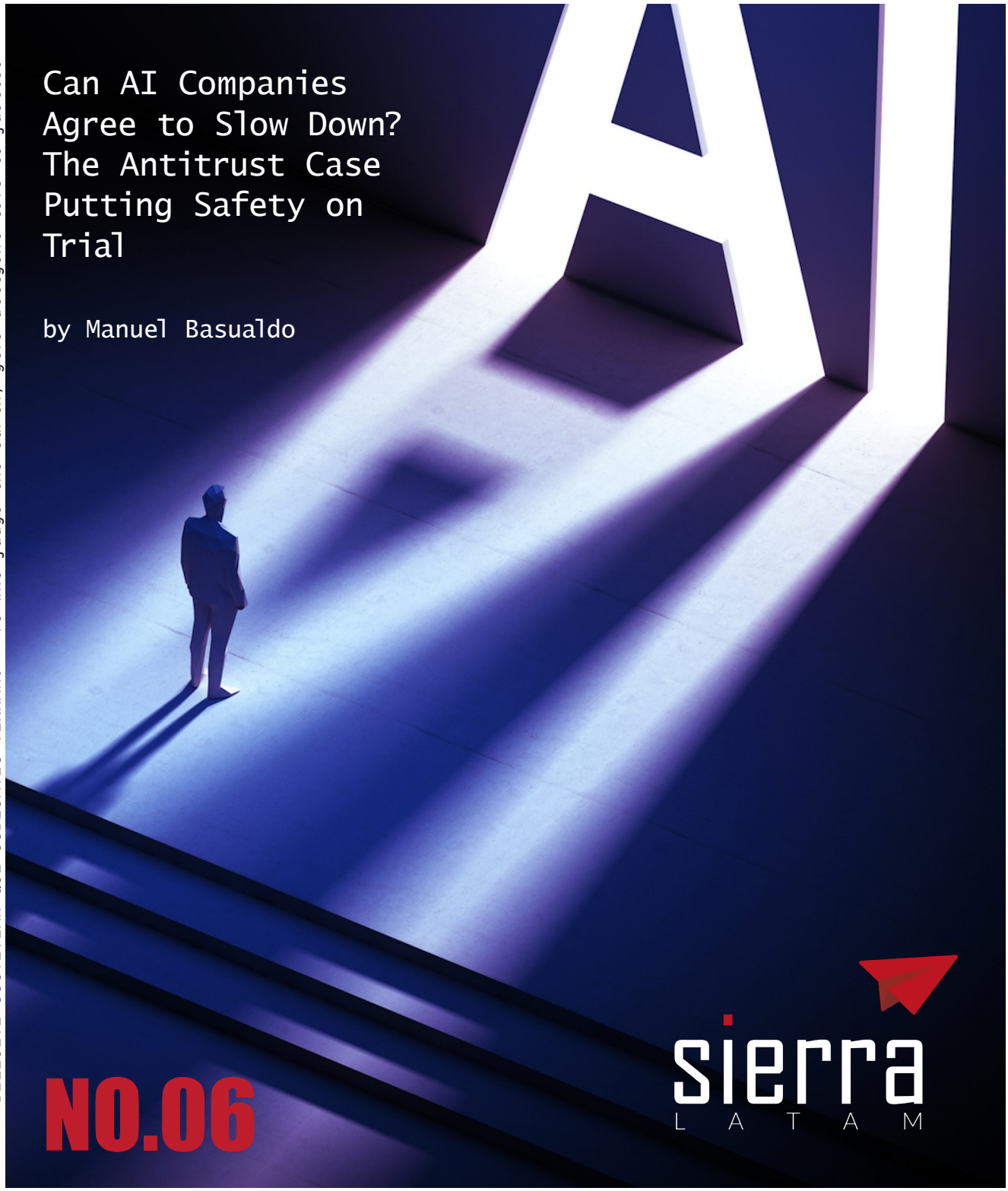
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Can AI Companies Agree to Slow Down? The Antitrust Case Putting Safety on Trial

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Since the 1980s we have been exploring the idea of advanced intelligence that would help humans develop and conduct tasks in a simple manner. Movies such as Terminator, The Matrix, Bladerunner and Tron have taken this idea to other levels, portraying that this "advanced intelligence" would transcend the limits imposed by humans, creating an alternative reality where intelligence governs humans. The ideas portrayed in those movies seemed far removed from reality… until now. Today, that debate has reached a courtroom.

On September 18, 2026, four paying subscribers of ChatGPT (OpenAI), Claude (Anthropic), Grok (SpaceXAI) and Gemini (Google) filed a lawsuit against the biggest AI companies in the U.S. District Court for the Northern District of California. Their claim? That by agreeing to "slow down" the development of their artificial intelligence models, these companies violated antitrust law[1].

The lawsuit, *Buist v. Anthropic PBC* (No. 3:26-cv-10693)[2], raises a question that many were thinking but no one wanted to ask out loud: can AI companies agree to slow down AI development without violating antitrust law?

To give more background on this matter, we need to go back to July 28, 2026, when 1,224 employees of frontier AI labs, including Anthropic, OpenAI and Google DeepMind, published an open letter acknowledging a common problem: "each company-and country- is under intense competitive pressure not to unilaterally slow that acceleration."[3] Rather than proposing a pact among companies, the letter asked the U.S. government to support an international effort to develop the tools needed to "deliberately pace the frontier" of AI development.

In addition to the above, on September 12, 2026, Anthropic's CEO, Dario Amodei, published an essay titled *"We Must Pace the Frontier",* in said essay, Amodei claims that AI development has been experimenting an accelerated path, since the AI itself is "helping" to build and evolve the next AI generation.

His main conclusion, in his own words: *"We must slow the pace at which we improve the capabilities of AI models."*[4] He proposes a three-step plan to "control" AI´s development.

1. External inspectors working within the company's premises;
2. Democratic coordination among AI companies and countries, and
3. Global agreements, including China.

Amodei himself acknowledged the legal risk: the second step would require "government mediation or waivers of antitrust restrictions."

On the same date, OpenAI's CEO, Sam Altman, SpaceXAI's CEO, Elon Musk, and Google DeepMind's CEO, Demis Hassabis, publicly "agreed" with Amodei's essay. Altman also said that OpenAI does "not believe we need to wait for an antitrust exemption or legislation" to begin this work[5].

The Lawsuit's Legal Basis

The Plaintiffs bases their allegations on Section 1 of the Sherman Antitrust Act, which prohibits any contract, agreement or conspiracy that unreasonably restricts trade (such as price-fixing, bid-rigging or market-sharing among competitors)[6]. Their theory

1.- Associated Press. September 2026. "Lawsuit: Anthropic, OpenAI, SpaceXAI and Google Made Illegal Agreement on AI Slowdown." Claims Journal. https://www.claimsjournal.com/news/national/2026/09/23/340312.htm
2.- Bloomberg Law. September 2026. "OpenAI, Anthropic, Google, SpaceXAI Hit With Antitrust Lawsuit." https://news.bloomberglaw.com/litigation/openai-anthropic-google-spacexai-hit-with-antitrust-lawsuit
3.- Mowshowitz Z. July 29, 2026. "Frontier Lab Employee Open Letter Calls For Being Able to Pace the Frontier" (reproduces the letter). https://thezvi.wordpress.com/2026/07/29/frontier-lab-employee-open-letter-calls-for-being-able-to-pace-the-frontier/ Original coverage: CNN, July 28, 2026. https://edition.cnn.com/2026/07/28/tech/ai-development-tech-employees-open-letter
4.- Amodei D. September 2026. "We Must Pace the Frontier". https://darioamodei.com/post/we-must-pace-the-frontier#top
5.- Associated Press, op. cit.
6.- Sherman Antitrust Act. Cornell Law School, Legal Information Institute: https://www.law.cornell.edu/wex/sherman_antitrust_act

rests on three main principles:

I. **Public Agreement:** All parties involved (OpenAI, Anthropic, SpaceX AI and Google), publicly accepted, agreed and confirmed that they have been jointly working on downgrading their AI software's. The plaintiffs also allege that OpenAI had already been working with Anthropic and Google DeepMind for weeks.

II. **Slowing Down Development is Equivalent to Restricting Production:** The plaintiffs believe that if an agreement is reached on the basis that slowing down the development of the software's is the same as decreasing the quality of the paid services.

III. **Overpaid Services:** Subscribers keep paying the same price for products that improve more slowly than competition would otherwise produce, which can be interpreted as a quality-adjusted overcharge.

The lawsuit also states that "Congress has granted no exemption for that agreement", their basis is, if one company cannot slowdown alone without losing clients, then, the main reason for the agreement is evident.

Nevertheless, the plaintiffs acknowledge that the idea of caution in the development of the AI software, is needed, they accept that each company may slow down on its own, hire independent evaluators or ask Congress for an exemption; what they challenge is the collective agreement, not AI safety itself.

Legal Implications

The District Court will not rule on the dangerousness of the fast development of AI, instead, the Court will have to decide whether there was an agreement that violates antitrust law, and if the safety reasons given by the CEOs can justify the slowdown.

Was it an agreement or joint public statements?

The plaintiffs must provide sufficient evidence to proof that the companies did in fact reached an agreement, nevertheless, the companies could argue that publicly agreeing with an essay does not "formally" constitute an agreement. However, the plaintiffs argue that a public invitation, public "acceptance" and having made public a letter signed by employees of three of the defendant companies does constitute the principal evidence of the agreement.

Is Safety a Valid Justification?

In 1978, *in United States v. National Society of Professional Engineers v. United States*, the U.S. government sued the engineers' society claiming that competing over the premise of which engineer made a "cheaper" work, it would lead to inferior and unsafe engineering work. However, the Supreme Court ruled against the Engineers request, arguing that claiming safety reasons violates antitrust law itself.

Under this precedent the plaintiffs rest their case, as the Defendants have not yet responded, however, they could argue that safety concerns justify their coordination whether these reasons constitute sufficient grounds to grant an exemption or not, yet the faculty to rule over this exemption belongs to the Congress, not to the companies.

What is at Stake?

Although the complaint recognizes that the alleged damages are not visible yet, the actual implications of the lawsuit are already evident in at least three areas:

I. **For AI Companies:** Any Safety Forums among competitors is now a legal risk. Each company should record its decisions on development actions, avoid exchanging information with other sector companies or releasing timelines with competitors. Also, they should channel any coordination through the government, with antitrust legal advice.

II. **For the Users:** Although the lawsuit's claims are clear, the reality is that the AI companies have safety concerns regarding the exponential devolvement that AI software's are having. These concerns may materialize in delayed updates or system failures that would harm users.

III. **For the Governments:** In recent years, governments around the world have been working in the creation of legal frameworks and regulations for AI development. However, only first-world countries have specific laws for artificial intelligence, and only few countries have comprehensive AI laws, thus the United States still has no general federal AI law.

In other words, AI has developed faster than regulation.

Nevertheless, the case is still at its earliest stage. On October 13, SpaceXAI filed a motion to separate his process and transfer it to the North District of Texas or, alternatively, to compel arbitration Notwithstanding the above, the first hearing is set to be held on November 18, 2026[7].

What About Mexico?

The same question would arise in Mexico. Under Article 53 of the Federal Economic Competition Law, an agreement among competitors to produce or supply only "a restricted or limited quantity" of goods or services is an absolute monopolistic practice[8].

Beyond competition law, Mexico lacks regulations or General Governing Laws on Artificial Intelligence, nonetheless, multiple federal laws have been amended to include specific aspects of how the AI should be use.

For example, a recent amendment to the Federal Copyright Law, protects image and voice against AI-generated media, it also grants actors and singers the right and the faculty to oppose any impersonation generated through Artificial Intelligence.

However, on July 2025 the Senate published a document proposing the General Law to Regulate and Promote Artificial Intelligence in Mexico, the project includes a risk classification and safety measures for AI systems. Unfortunately, this is still pending to be discussed in the Senate.

Conclusion

Buist v. Anthropic challenges an idea that perhaps, the AI industry among others had taken for granted: Coordination and/or cooperation for safety reasons is by definition, responsible. However, Antitrust law is very clear in this aspect, if the competition among rivals gets dangerous, it is the State the entitled entity to determine what the game rules are and the applicable exemptions for it.

If the lawsuit succeeds, the proposed slowdown would only be possible by means of a new law or federal mechanism allowing companies to cooperate for safety reasons.

For the moment, the outcome is obvious, the companies' safety concerns are valid and could justify an exemption for safety reasons, but under the current law, that decision belongs to lawmakers, and the legal grounds to prohibit this "association" between companies are strong.

Nevertheless, Artificial Intelligence is evolving at an overwhelming pace, surpassing the capabilities of the humans, and the companies themselves see it as a safety concern, despite this, it is evident that governments should treat this matter with the seriousness and importance it deserves.

Although the lawsuit is at its earliest stages, everyone should be attentive to the possible outcome of this complaint. As Arnold Schwarzenegger said in Terminator: *"I'll be back"*

7.- OrcaRouter, op. cit. (summary of the court docket; secondary source).
8.- Ley Federal de Competencia Económica, art. 53, sec. II (as amended, DOF July 16, 2025). https://sdv.com.mx/compendio/ley-federal-de-competencia-economica/articulo-53/

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