

EXHIBIT 1

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7 **Attorney for Plaintiffs**
8 Open Source Security Inc. and
9 Bradley Spengler

10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 OPEN SOURCE SECURITY INC. and
14 BRADLEY SPENGLER

15 Plaintiffs,

16 v.

17 BRUCE PERENS, and Does 1-50,

18 Defendants.

) Case No.: 3:17-cv-04002-LB

) **Declaration of Bradley Spengler in Support**
) **of Plaintiffs Opposition to Perens' Second**
) **Special Motion to Strike and Motion to**
) **Dismiss**

) Location: Courtroom C, 15th Floor
) Judge: Hon. Laurel Beeler

Declaration of Bradley Spengler

I, Bradley Spengler, declare:

1. I am the CEO and lone share-holder of Open Source Security, Inc. (“OSS”).

2. Prior to October 13, 2017, I on behalf of OSS employed four part-time independent contractors. I currently employ three part-time independent contractors on behalf of OSS.

3. Prior to July 11, 2017, except for having Internet presence at <http://www.grsecurity.net>, OSS has not engaged in advertising-related activities for its grsecurity product.

4. To the best of my knowledge, I have not undertaken any voluntary affirmative action through which I would have attempted to seek to influence the resolution of any public issue related to the GPL.

5. At or about September 2015, I established an Access Agreement with OSS’ customers who are primarily private entities.

6. As of June 28, 2017, OSS had approximately 45 customers who had access to the grsecurity product source code through its Internet resources.

7. If a customer does not require OSS’ service, they are free to modify, host, copy, redistribute, and even charge for their services for the patches in their possession, since such a right is granted within the GPL.

8. OSS does not engage in a discriminatory practice under any State or Federal law or regulation.

9. Prior to July 11, 2017, to the best of my knowledge, I have not conveyed any verbal statements about OSS’ Access Agreement or its redistribution policies to anyone.

10. I was mentally distressed by the blog posts and comments posted on slashdot.org; the negative publicity that it generated towards me, by implication of OSS, and the potential to limit my

1 ability to do business and loss of reputation in the community forced me to seek psychological help for
2 emotional distress.

3 11. OSS provides its services to a niche segment within the open source community; this
4 niche segment involves businesses that consider using our kernel hardening product, Grsecurity®,
5 instead of the default kernel security provided by the Linux kernel code developer community.

6
7 12. I am unaware of any legal proceeding against OSS that can even remotely suggest a
8 possibility that Stable Patch Access Agreement of Grsecurity has been in violation of the GPL.

9
10 13. OSS is unaware if any of its customers have been contacted regarding possible
11 contributory infringement or breach of contract by, or threatened of legal action by, anyone from the
12 Linux kernel code developers.

13 I declare under penalty of perjury under the laws of the United States that the foregoing is
14 true and correct.

15 Executed this 21st day of November 2017 in Lancaster, Pennsylvania.

16
17
18 

19 _____
Bradley Spengler