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**Attorneys for Defendant**  
Bruce Perens

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14 **SAN FRANCISCO DIVISION**

15 )  
16 OPEN SOURCE SECURITY INC. and )  
17 BRADLEY SPENGLER )

18 Plaintiff,

19 v.

20 BRUCE PERENS, and Does 1-50,

21 Defendants.

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

) **JOINT STATEMENT BY THE PARTIES**  
) **Re: ECF No. 97 – MEET AND CONFER**

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

1 **JOINT STATEMENT**

2 Based on the Court’s Order (ECF No. 97), the parties met and conferred on June 12, 2018.  
3 Plaintiffs expressed their position of proceeding forward with their appeals, however, Plaintiffs are  
4 willing to consider the Ninth Circuit ADR as an alternative for the attorney fee disagreement (ECF  
5 Nos. 95 and 96). Plaintiffs also proposed a solution to remove the second appeal notice (ECF No. 96)  
6 from the Ninth Circuit docket.

7 Mr. Perens expressed that he remains open to settlement discussions with a magistrate judge as  
8 the Court suggested. Plaintiffs, however, indicated that they are unwilling to discuss settlement on the  
9 merits and would only be willing to discuss whether Mr. Perens would agree to a reduction of the  
10 Court’s fees award while Plaintiffs continue their appeal. Mr. Perens believes that a settlement  
11 conference limited to discussion of the fees award rather than a resolution the overall dispute is  
12 unlikely to be productive.

13 Therefore, no agreement was reached at this time regarding referral to a magistrate judge.

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17 Respectfully Submitted,

<p>18 19 20 Date: June 14, 2018</p> <p>21 MELODY DRUMMOND HANSEN 22 HEATHER J. MEEKER 23 CARA L. GAGLIANO 24 O’MELVENY &amp; MYERS LLP</p> <p>25 By: <u>/s/ Melody Drummond Hansen</u> 26 Melody Drummond Hansen 27 Attorneys for Defendant Bruce Perens</p>	<p>20 Date: June 14, 2018</p> <p>21 CHHABRA LAW FIRM, PC</p> <p>22 By: <u>/s/Rohit Chhabra</u> 23 Rohit Chhabra 24 Attorney for Plaintiffs 25 Open Source Security Inc. &amp; Bradley Spengler</p>
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2 **ATTESTATION CLAUSE**

3 I, Rohit Chhabra, hereby attest in accordance with Local Rule 5-1(i)(3) that each signatory has  
4 concurred in the filing of this document.

5 Dated: June 14, 2018

CHHABRA LAW FIRM, PC

6 By: /s/ Rohit Chhabra

7 Rohit Chhabra  
8 Attorney for Plaintiffs Open Source Security,  
9 Inc. and Bradley Spengler  
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