



WORLD SERVICE OFFICE, INC.  
NARCOTICS ANONYMOUS

P.O. Box 9999  
Van Nuys, CA 91409  
(818) 780-3951

October 12, 1990

Dear WSC participants,

This letter is to inform you of recent events related to the illegal publication of your Basic Text.

Over the weekend of October 5-7, both the WSO Board of Directors and the World Service Board of Trustees held their regularly scheduled meetings. That Saturday afternoon and evening, the two boards and the officers of the World Service Conference held a joint session. One of the purposes of that joint session was to meet with three individuals who had illegally published and distributed the Basic Text in large quantities.

Our intention was to secure an agreement that these three individuals cease illegal publication of the text. Such an agreement would eliminate the need for a costly and strained legal battle over the Basic Text. Due to prior engagements, two of the three individuals who had been invited to attend this meeting were unable to do so. Only Dave M., affectionately known as "Grateful Dave," was able to meet with us. He attended with a negotiations specialist of his choosing.

In the course of those meetings, we discussed a wide variety of issues related to our fellowship's rights to its Basic Text. Every effort was made to come to a satisfactory agreement. Several times, we came close to settlement. Unfortunately, the weekend concluded with no agreement being made.

For your information, I have enclosed copies of the both the interim and final agreements which we proposed to Dave. The interim agreement would have temporarily suspended legal action on our part for thirty days, in return for his written agreement to cease further illegal publication or distribution of the Basic Text during that period. The interim agreement was designed to give Dave the opportunity to seek competent legal advice before signing a final agreement.

Under the terms of that final agreement, Dave would have been required to sign what's called a *stipulated judgment* in federal court, stating that he would not

illegally publish or distribute your Basic Text in the future. The agreement would also have allowed Dave to distribute a letter to the fellowship, and publish a list of thirty-nine specific concerns about fellowship affairs. A copy of the listed concerns is also included with this letter. Had the final agreement been signed, it would have ended all litigation in this matter. However, as I've already stated, no agreement was signed.

Having failed to reach an agreement, we are required by law to take vigorous legal action to protect N.A.'s copyrights. A lawsuit will be filed immediately in U.S. federal court. You will be kept informed each step of the way as the suit unfolds. A law firm has been retained on the East Coast on the fellowship's behalf to handle the legal filing. Those attorneys will do the actual filing, on the instructions of our California counsel, in the matter of infringement of copyrights.

This case may set legal precedent for the pursuit of copyright infringement in membership societies like our own; we are not aware of any similar cases which have yet been tried in American federal court. For this reason, it is very likely that the legal proceedings will take a great deal of time. However, it is the belief of both the WSO board and the board's legal counsel that our case is solid, based on substantial documentary records of the decisions our fellowship has made over the years concerning responsibility for publication of N.A. literature.

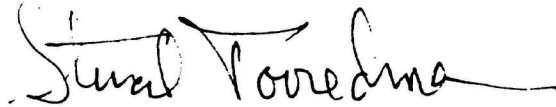
Finally, in view of our present situation, I feel there are some questions we all need to ask ourselves as N.A. members: Is the nature of the printed N.A. message to be determined collectively by our fellowship through the World Service Conference, thus protecting our literature from distortion or dilution? Or can N.A. members, as N.A. members, alter, print, and distribute our written message as they see fit? What about the diversion of N.A.'s energies and resources away from our groups and services entailed in such activities? What long-term effect might such activity have on the credibility of Narcotics Anonymous? How does cheaper literature impact our primary purpose? What do we need to change?

We work for you. Just as we rely on your support and direction for the regular work associated with N.A. World Services, so do we rely on your advice regarding how to protect the integrity of N.A.'s written message.

Unless we hear from you otherwise, we will proceed to offer each alleged copyright infringer the opportunity to come to an agreement which respects the best interests of our fellowship. If we are successful in obtaining such agreements, we can then discuss all the issues surrounding the illegal publication of the Basic Text, in an orderly way, at the next meeting of the World Service Conference, and perhaps defer any further such conflicts.

Please give this matter your careful attention and prayer, and discuss it with others in your regions. We await your advice.

In fellowship,

A handwritten signature in black ink, appearing to read "Stuart Tooredman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stuart Tooredman, Chairperson  
WSO Board of Directors



WSO Copy

## INTERIM AGREEMENT

This INTERIM AGREEMENT is entered into as of this 7th day of October, 1990, at Van Nuys, CA by and between WORLD SERVICE OFFICE, INC., a California non profit corporation, with its principal place of business located at 16155 Wyandotte Street, Van Nuys CA 91406 (hereinafter "WSO") and DAVID MOORHEAD, an individual, with his principal place of residence located at 1110 Palmer Street, Philadelphia, PA 19125 (hereinafter "MOORHEAD")

WHEREAS, WSO claims legal ownership of the rights to the marks and copyrights set forth in Paragraphs 1 & 2 hereof, which are held by WSO in a fiduciary capacity pursuant to a charitable trust established by the World Service Conference of Narcotics Anonymous for the benefit of the fellowship of Narcotics Anonymous;

WHEREAS, MOORHEAD acknowledges that he was one of several sources of certain light blue covered copies of a revised Narcotics Anonymous Basic Text (hereinafter "light blue copies");

WHEREAS, WSO also acknowledges that MOORHEAD is not the only person doing so and said people are distributing the light blue copies of a revised Narcotics Anonymous Basic Text independently of MOORHEAD;

WHEREAS MOORHEAD asserts that he believed and believes in good faith that he was entitled to reproduce the revised the "light blue copies" and distribute same including the "light blue copies";

WHEREAS, WSO has demanded that MOORHEAD immediately cease and desist in all reproduction and distribution of unauthorized copies the revised Narcotics Anonymous Basic Text including the "light blue copies";

WHEREAS, the parties believe that this dispute has been financially unnecessary diverting the energies of the fellowship from fulfilling its primary purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties, as above stated, agree as follows:

**1. INTERIM AGREEMENT TO CEASE TRADEMARK INFRINGEMENTS.** MOORHEAD agrees that he will not hereafter for a period of thirty (30) calendar days from this date directly or indirectly manufacture, sell or distribute in any manner of any items bearing any of the following marks (that are not authorized by the WSO):

United States Service Mark and Trademark Registration No. 1,450,681, issued August 4, 1987:



United States Trademark and Service Mark Registration No. 1,467,774, issued February 16, 1988:

NARCOTICS ANONYMOUS



**2. INTERIM AGREEMENT TO CEASE COPYRIGHT INFRINGEMENTS.**  
MOORHEAD agrees that he will not hereafter for a period of thirty calendar (30) days from this date directly or indirectly manufacture, sell or distribute in any manner of any item including any portion of the properties protected by the following copyright registration:

United States Copyright Reg. No. TX 2 112 598, issued June 15, 1987;

United States Copyright Reg. No. TX 2 250 589, issued January 26, 1988;

United States Copyright Reg. No. TX 2 334 402, issued January 26, 1988;

United States Copyright Reg. No. TX 2 250 588 issued January 26, 1988;

United States Copyright Reg. No. TX 2 254 607, issued February 17, 1988;

United States Copyright Reg. No. TX 2 837 638, issued May 30, 1990.

MOORHEAD further covenant and promises that he will not hereafter for a period of thirty (30) calendar days from this date or in any manner directly or indirectly infringe any additional or future intellectual properties of WSO, nor will he directly or indirectly assist or otherwise encourage others to engage in infringement.

3. It is understood and agreed that this document is an Interim Agreement and allows MOORHEAD a period of thirty (30) calendar days to reject the obligations, restrictions, duties and responsibilities set forth in that certain Stipulation for Judgment and Permanent Injunction attached hereto as Exhibits A and B by sending his written notice of disapproval to WSO. During the thirty (30) calendar day period, neither party shall publish any written account of this Agreement or negotiations other than the statement that there is a resolution pending.

4. In the event there is no written rejection of the Interim Agreement by MOORHEAD received by WSO within thirty (30) calendar days, then WSO shall file the Judgment and Permanent Injunction attached hereto as Exhibits A and B hereto, and MOORHEAD agrees that he is to be bound thereby.

5. In the event of written timely rejection by MOORHEAD under Paragraph No. 4 hereof, or any breach of this Interim Agreement by MOORHEAD within said thirty (30) calendar day, the WSO shall be free to utilize all legal procedures and processes as it may elect with neither party prejudiced hereby, however, with the provisions of Paragraph No. 7 herein surviving rejection of this Agreement.

6. This Interim Agreement shall be enforceable against MOORHEAD during said thirty (30) day period by the WSO by any and all appropriate legal means elected by the WSO.

7. It is agreed that all statements, documents, recordings, transcripts and information made, given, received or in any other manner transmitted by MOORHEAD to WSO or any other person affiliated directly or indirectly thereto in attempts to negotiate and enter into this Interim Agreement as well as any final resolution as may be entered hereafter shall not be used by the WSO or any other person affiliated directly or indirectly thereto against him as evidence in legal proceedings in any manner whatsoever, nor shall such be considered as admissions, implications or acknowledgements by him of any wrongful act.

8. It is finally agreed, but not as a condition hereto, that during the thirty (30) day period that the WSO and MOORHEAD may have further discussions about certain concerns that he feels are important to be considered by the WSO and the entire Fellowship which may upon further agreement between them result in the publication and distribution by the WSO of a list of those concerns.

9. This document supersedes all prior oral and written negotiations and stipulations by and between the parties. Any changes hereto must be done in writing and signed by all parties in order to be effective and binding.

We have read, understand and agree to the terms of this Interim Agreement with the intent to be legally bound hereby.

Done this 7<sup>th</sup> day of October, 1990 at Van Nuys, California.

\_\_\_\_\_  
David Moorhead

WORLD SERVICE OFFICE, INC.

Stu Tooredman  
Stu Tooredman, Acting Executive Director

Approved in form and content:

BOARD OF DIRECTORS OF  
WORLD SERVICE OFFICE, INC.

Stu Tooredman  
Stu Tooredman, Chairperson

WORLD SERVICE BOARD OF TRUSTEES

Jack Bernstein  
Jack Bernstein, Chairperson

WORLD SERVICE CONFERENCE

Edward Duquette  
Edward Duquette, Chairperson

*this does not supersede our prior  
agreement that MOORHEAD will  
not be served by process from a  
California court or USDC within  
California while he is in California.*

*Att. on behalf of WSO*



**AGREEMENT TO ENTRY OF STIPULATED JUDGMENT  
AND PERMANENT INJUNCTION**

This ACKNOWLEDGMENT AND AGREEMENT TO ENTRY OF STIPULATED JUDGMENT AND PERMANENT INJUNCTION is entered into as of this 7th day of October, 1990, at Van Nuys, CA by and between WORLD SERVICE OFFICE, INC., a California non profit corporation , with its principal place of business located at 16155 Wyandotte Street, Van Nuys CA 91406 (hereinafter "WSO") and DAVID MOORHEAD, an individual, with his principal place of residence located at 1110 Palmer Street, Philadelphia PA 19125 (hereinafter "MOORHEAD").

WHEREAS, WSO claims legal ownership of the rights to the marks and copyrights set forth in Paragraphs 1<sup>42</sup> hereof, which are held by WSO in a fiduciary capacity as trustee of a charitable trust established in 1982 by the World Service Conference for the benefit of the fellowship of Narcotics Anonymous;

WHEREAS, MOORHEAD acknowledges that he was one of several source of certain "light blue copies" of the Narcotics Anonymous Basic Text;

WHEREAS MOORHEAD asserts that he believed and believes in good faith that he was entitled to edit and reproduce the "light blue copies" and distribute same;

WHEREAS, WSO has demanded that MOORHEAD immediately cease and desist in all editing, reproduction and distribution of unauthorized copies the Narcotics Anonymous Basic Text including the "light blue copies";

WHEREAS, the parties believe that this dispute has been and is continuing to erode the unity of the fellowship of Narcotics Anonymous and unnecessary diverting the energies of the fellowship from fulfilling its primary purpose;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. **AGREEMENT TO CEASE TRADEMARK INFRINGEMENTS.** MOORHEAD agrees that he will not hereafter directly or indirectly



manufacture, sell, or distribute in any manner any items (that are not authorized by WSO in writing) bearing any of the following marks, including but not limited to the following marks:

United States Service Mark and Trademark Registration No. 1,450,681, issued August 4, 1987:



United States Trademark and Service Mark Registration No. 1,467,774, issued February 16, 1988:

#### NARCOTICS ANONYMOUS

2. **AGREEMENT TO CEASE COPYRIGHT INFRINGEMENTS.**  
MOORHEAD agrees that he will not hereafter directly or indirectly manufacture, sell or distribute in any manner any items (that are not authorized by WSO in writing) which includes any portion of the Narcotics Anonymous Basic Text which are protected by the following copyright registrations:

U.S. Copyright Reg. No. TX 2 112 598, issued June 15, 1987;

U.S. Copyright Reg. No. TX 2 250 589, issued January 26, 1988;

U.S. Copyright Reg. No. TX 2 334 402, issued January 26, 1988;

U.S. Copyright Reg. No. TX 2 250 588 issued January 26, 1988;

U.S. Copyright Reg. No. TX 2 254 607, issued February 17, 1988;

U.S. Copyright Reg. No. TX 2 837 638, issued May 30, 1990.

MOORHEAD further covenants and promises that he will not hereafter or in any manner directly or indirectly infringe any additional or future intellectual properties of

WSO, nor will he directly or indirectly assist or otherwise encourage others to engage in infringement.

**3. AGREEMENT TO SURRENDER CURRENT STOCKS AND IDENTIFY SOURCES OF SUPPLY AND MANNER OF DISTRIBUTION** Concurrently with the execution of this document, MOORHEAD shall surrender to the WSO all unauthorized copies of the Basic Text within his possession or control, except for one copy of each of his four printings of the Basic Text. He shall further provide WSO with a true, correct and complete written listing under penalty of perjury reflecting the following information:

- a. The total number of copies of the Basic Text produced and/or distributed by MOORHEAD;
- b. The dates such copies were produced;
- c. The present location of all means by which the copies were made.

**4. AGREEMENT TO COMMUNICATE WITH THE FELLOWSHIP.** MOORHEAD shall forthwith draft and/or approve plus execute a letter addressed to the fellowship advising the fellowship that he has ceased all manufacturing and distribution of the "little blue copies" of the Basic Text; that he has agreed to submit the propriety of the publication of the "little blue copies" of the Basic Text through the usual literature development process and abide by the decision made through that process. He shall also encourage all other members of the fellowship to cease their distribution or manufacturing of their own versions of the Basic Text, to surrender all copies thereof directly to the WSO, and to submit the propriety of literature through the usual literature development process and abide by the decision made through that process.

**5. FILING OF ACTION TO ENFORCE MANDATORY AND INJUNCTIVE RELIEF.** The parties agree that WSO shall file an action in the United States District Court for the Eastern District of Pennsylvania for trademark and copyright infringement arising out of the facts set forth above. Immediately upon

the filing of this action, the parties shall jointly file a FINAL JUDGMENT PURSUANT TO STIPULATION and a PERMANENT INJUNCTION in forms set forth as Exhibits A and B hereto. WSO agrees to refrain from seeking any damages, costs, attorneys fees or other remedies from MOORHEAD in connection with that action so long as MOORHEAD stays in full compliance with the letters and the spirit of the PERMANENT INJUNCTION.

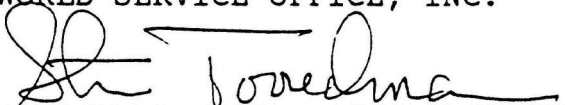
6. ATTORNEYS FEES AND COSTS. In the event that any action is brought to enforce any portion of this agreement, then the prevailing party shall be entitled to recover its attorneys fees and costs as an element of damage.

I have read, understand and agree to the terms of this agreement.

Executed as of October 7, 1990 at Van Nuys, CA.

\_\_\_\_\_  
DAVID MOORHEAD

WORLD SERVICE OFFICE, INC.

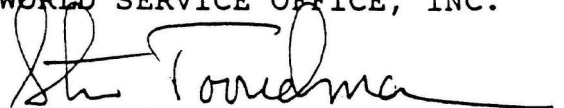
  
\_\_\_\_\_  
Stu Tooredman, Acting Executive Director

Approved in form and content:

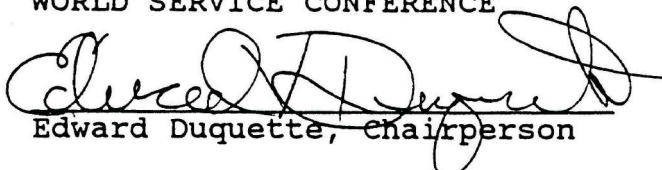
WORLD SERVICE BOARD OF TRUSTEES

  
\_\_\_\_\_  
Jack Bernstein, Chairperson

BOARD OF DIRECTORS OF  
WORLD SERVICE OFFICE, INC.

  
\_\_\_\_\_  
Stu Tooredman, Chairperson

WORLD SERVICE CONFERENCE

  
\_\_\_\_\_  
Edward Duquette, chairperson



John Synnestvedt  
SYNNESTVEDT & LECHNER  
2600 One Reading Center  
1101 Market Street  
Philadelphia, PA 19107  
(215) 923-4466

Counsel for Plaintiff  
WORLD SERVICE OFFICE, INC.  
A California non profit Corp.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

WORLD SERVICE OFFICE, INC.	)	Case No.
a California non profit Corp.,	)	
	)	JUDGMENT PURSUANT TO
Plaintiff,	)	STIPULATION
vs	)	
	)	
DAVID MOORHEAD aka GRATEFUL	)	
DAVE	)	
	)	
Defendant.	)	
	)	
	)	

THE PARTIES HERETO, having agreed to settle their differences in the manner set forth hereinafter, and upon joint motion of the parties, the Court hereby orders Entry of Judgment as follows:

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED:

1. Plaintiff is the legal owner of the copyrighted work which is the subject of Copyright Registration Nos. TX 2 112 598, TX 2 250 589, TX 2 334 402, TX 2 250 588, TX 2 254 607, and TX 2 837 638 which is commonly known as the NARCOTICS ANONYMOUS Basic Text. Plaintiff is the legal owner of the trademarks NARCOTICS ANONYMOUS and NA in a circle, which have registered with the United States Trademark Office, Reg.No.s 1,450,681, issued August 4, 1987, and February 16, 1988, Reg.No. 1,467,774, respectively.

2. The aforesaid legal rights are held in a fiduciary capacity by Plaintiff pursuant to a charitable trust established by the World Service Conference of Narcotics Anonymous for the benefit of the fellowship of Narcotics Anonymous.

3. Defendant has caused to be distributed reproductions of the copyrighted materials, trademarks and service marks without permission of the WSO and in a form known as the "little blue copies".

4. The parties have entered into a settlement agreement, the covenants and terms of which are hereby incorporated into this judgment as follows:

1. **AGREEMENT TO CEASE TRADEMARK INFRINGEMENTS.** MOORHEAD agrees that he will not hereafter directly or indirectly manufacture, sell, or distribute in any manner any items (that are not authorized by WSO in writing) bearing any of the following marks, including but not limited to the following marks:

United States Service Mark and Trademark Registration No. 1,450,681, issued August 4, 1987:



United States Trademark and Service Mark Registration No. 1,467,774, issued February 16, 1988:

**NARCOTICS ANONYMOUS**

2. **AGREEMENT TO CEASE COPYRIGHT INFRINGEMENTS.** MOORHEAD agrees that he will not hereafter directly or indirectly manufacture, sell, or distribute in any manner any items (that are not authorized by WSO in writing) which includes any portion of the Narcotics Anonymous

Basic Text, which are protected by the following  
copyright registrations:

United States Copyright Reg. No. TX 2 112 598,  
issued June 15, 1987;

United States Copyright Reg. No. TX 2 250 589,  
issued January 26, 1988;

United States Copyright Reg. No. TX 2 334 402,  
issued January 26, 1988;

United States Copyright Reg. No. TX 2 250 588  
issued January 26, 1988;

United States Copyright Reg. No. TX 2 254 607,  
issued February 17, 1988;

United States Copyright Reg. No. TX 2 837 638,  
issued May 30, 1990.

MOORHEAD further covenants and promises that  
he will not hereafter or in any manner directly or  
indirectly infringe any additional or future  
intellectual properties of WSO, nor will he  
directly or indirectly assist or otherwise  
encourage others to engage in infringement.

**3. AGREEMENT TO SURRENDER CURRENT STOCKS AND  
IDENTIFY SOURCES OF SUPPLY AND MANNER OF  
DISTRIBUTION** Concurrently with the execution of  
this document, MOORHEAD shall surrender to the WSO  
all unauthorized copies of the Basic Text within  
his possession or control, except for one copy of  
each of his four printings of the Basic Text. He  
shall further provide WSO with a true, correct and  
complete written listing under penalty of perjury  
reflecting the following information:

a. The total number of copies of the  
Basic Text produced and/or distributed  
by MOORHEAD;

b. The dates such copies were produced;

c. The present location of all means by  
which the copies were made.



1 4. AGREEMENT TO COMMUNICATE WITH THE  
2 FELLOWSHIP. MOORHEAD shall forthwith draft and/or  
3 approve plus execute a letter addressed to the  
4 fellowship advising the fellowship that he has  
5 ceased all manufacturing and distribution of his  
6 "little blue copies" of the Basic Text; that he  
7 has agreed to submit the propriety of the  
8 publication of the "little blue copies" of the  
9 Basic Text through the usual literature  
10 development process and abide by the decision made  
11 through that process. He shall also encourage all  
12 members of the fellowship to cease their  
13 distribution or manufacturing of their own  
14 versions of the Basic Text, to surrender all  
15 copies thereof directly to the WSO, and to submit  
16 the propriety of literature through the usual  
17 literature development process and abide by the  
18 decision made through that process.

19 5. Judgment is hereby entered in accordance with said  
20 agreement, and a Permanent Injunction issued thereupon. Each  
21 party is to bear his own costs and attorneys fees.

22 IT IS SO ORDERED.

23 Dated: \_\_\_\_\_

24 Judge, United States Dist. Court  
25 Eastern District of Pennsylvania

26 Submitted by  
27 SYNNESTVEDT & LECHNER

28 \_\_\_\_\_  
John Synnestvedt,  
Counsel for Plaintiff  
on November \_\_\_\_, 1990

1 John Synnestvedt  
2 SYNNESTVEDT & LECHNER  
3 2600 One Reading Center  
4 1101 Market Street  
Philadelphia, PA 19107  
(215) 923-4466  
5 Counsel for Plaintiff  
WORLD SERVICE OFFICE, INC.  
6 A California non profit Corp.

7  
8  
9 UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF PENNSYLVANIA

11 WORLD SERVICE OFFICE, INC. ) Case No.  
12 a California non profit Corp., )  
13 Plaintiff, ) PERMANENT INJUNCTION  
vs ) PURSUANT TO STIPULATION  
14 )  
DAVID MOORHEAD aka GRATEFUL )  
15 DAVE )  
16 Defendant. )

17  
18 IT IS HEREBY ORDERED, AND ADJUDGED AND DECREED that  
19 DAVID MOOREHEAD, an individual, and his agents, assigns,  
20 servants, employees, and representatives, are hereby  
permanently enjoined as follows:

21 1. From directly or indirectly committing any acts of  
22 infringement of the following properties:

23 A. The copyrights for the work commonly known as  
NARCOTICS ANONYMOUS Basic Text:

24  
25 United States Copyright Registration No. TX 2 112 598,  
Issued June 15, 1987, for NARCOTICS ANONYMOUS (1st Ed.)

26  
27 United States Copyright Registration No. TX 2 250 589,  
Issued Jan. 26, 1988, for NARCOTICS ANONYMOUS (2nd Ed.)  
28

1  
2 United States Copyright Registration No. TX 2 334 402,  
3 Issued Jan. 26, 1988, for NARCOTICS ANONYMOUS (3rd Ed.)

4 United States Copyright Registration No. TX 2 250 588,  
5 Issued Jan. 26, 1988, for NARCOTICS ANONYMOUS (3rd Ed.  
6 Rev.)

7 United States Copyright Registration No. TX 2 254 607,  
8 Issued Feb 17, 1990, for NARCOTICS ANONYMOUS (4th Ed.)

9 United States Copyright Registration No. TX 2 254 607,  
10 Issued May 5, 1990, for NARCOTICS ANONYMOUS (5th Ed.)

11 B. The following trademarks:

12 United States Service Mark and Trademark  
13 Registration No. 1,450,681 issued August 4, 1987, claiming  
14 use as early as 1953 of the mark set forth hereafter:



18 United States Trademark and Service Mark  
19 Registration No. 1,467,774, issued February 16, 1988,  
20 claiming use as early as 1953 of the mark set forth below:

21 NARCOTICS ANONYMOUS  
22

23  
24 2. From directly or indirectly infringing any  
25 additional or future intellectual property rights of WSO,  
26 including but not limited to any of its trademark,  
27 copyright, trade name, service mark, trade dress, or other  
28 rights.



1  
2 3. MOOREHEAD shall surrender to the WSO all  
3 unauthorized copies of the Basic Text within his possession  
4 and control, except for one copy of each of his printings of  
5 the Basic Text.

6 4. MOOREHEAD shall forthwith execute a letter  
7 addressed to the fellowship advising the fellowship that he  
8 has ceased all distribution of his "little blue copies" of  
9 the Basic Text; that he has agreed to submit the propriety  
10 of the publication of the "little blue copies" of the Basic  
11 Text to the usual literature development process and abide  
12 by the decision made through that process. He shall also  
13 encourage all other members of the fellowship to cease their  
14 distribution or manufacturing of their own versions of the  
15 Basic Text, and to surrender all copies thereof directly to  
16 the WSO.

17 IT IS SO ORDERED.

18 Dated: \_\_\_\_\_  
19 \_\_\_\_\_  
20 Judge, United States Dist. Court  
21 Eastern District of Pennsylvania

22 Submitted by  
23 SYNNESTVEDT & LECHNER

24 \_\_\_\_\_  
25 John Synnestvedt,  
26 Counsel for Plaintiff  
27 on November \_\_\_\_, 1990

28 Acknowledged and approved  
as to form and content

\_\_\_\_\_  
David Moorehead

1. An 18-month group conscience period wherein all conference business is suspended so that an adequate review of all current service practices of the WSO, WSB, WCC and WSC can be had by a broad fellowship open forum discussion and therefore group conscience can be conducted and received prior to further changes implemented.
2. Provide for an unedited and uncensored open forum newsletter to be freely distributed to all fellowship groups.
3. To consider and put for approval, the direct election of the WSO Board of Directors by the WSC.
4. To consider the repeal of Article XIII of the WSO Bylaws to eliminate the provision allowing the Board to

Bylaws be made except upon a 75% approval of the WSO.

5. To implement the motion approved in 1984 for the WSO to create and maintain archive services available to the membership at cost plus 25%.

6. To release all WSC tapes from 1976 to the present totally uncensored, including but not limited to all conferences, minutes of meetings of all bodies of the fellowship and from this date forward to tape all Fellowship business meetings with the availability to purchase the tapes or minutes thereof at actual cost plus mailing fees.

7. To provide C.P.A. standard audits of WSO, WCC and WSC finances from 1985 to the current to be released to the fellowship upon individual group written request.

8. To revise the literature sales procedure of the WSO so that the WSO maintains literature sales to outside organizations at current or slightly higher prices and to establish a new fiduciary entity to provide literature sales to the fellowship to meet the fellowship literature needs at production costs plus a minimum mark-up not exceeding 25%.

9. To place before the fellowship for group conscience the basic text and all changes, (various editions), providing line-by-line comparisons so that a comprehensive approval can be given and a basic text can be unquestionably considered the Fellowship approved basic text. Waiver of the five (5) year moratorium as required if approval of a final version is completed prior to 1993.

10. To restructure the voting of the fellowship to put into effect a group tally service structure modeled along the lines of the 1984 WSC P.I. census whereby the trusted service shall have the obligation to vote according to the regional conscience with votes to be cast democratically/one vote per each group in the region.

11. To eliminate the JAC and/or to remove the JAC's ability to make motions.

12. To allow members of the fellowship, through their groups and groups conscience to write and develop literature projects without interference or threats of legal action, which literature projects can be offered for approval as world literature distribution under NA literature trust copyright. Otherwise said literature can be freely distributed for group, area or regional use and benefit under the guidance and compliance with the Twelve Traditions. In the event of no action taken to publish on the part of WSCLC/WSO, the ownership of the literature shall



13. To provide upon written request the current addresses for all trusted servants.

14. To move the WSO headquarters to a central location in the United States to avail the fellowship with greater access opportunity as well as to provide for a more economical and financially feasible distribution of literature as well as travel expense associated with all world functions.

15. To conduct world business only upon RSR vote and therefore to eliminate the trustee and committee chair and administration voting, resulting in the return to true group conscience.

16. To suspend efforts to unify the WSB/WSO Boards, as it may be determined threatening to a necessary checks and balance system.

17. To discontinue efforts to unify the budget unless adequate audit and finance committee review procedures are instituted, committee to be comprised of 2/3rds RSR's elected by WSC.

18. To provide a full apology from the WSO and the WSB for promoting the controversy concerning the alleged illegal literature publication and distribution.

19. To cease and desist all legal actions against members and provide full releases.

20. To provide an apology to all groups for statements made by the speaker at the WCC NA conference and cease and desist further distribution of all recordings of the speech.

21. Obtain an independent written legal opinion from non-biased legal counsel on the fiduciary relationships and ownerships of physical and intellectual properties of Narcotics Anonymous available to all registered groups.

22. Create a charitable trust in perpetuity in which the benefits totally and truly accrue to the membership of Narcotic Anonymous with strict guidelines for adherence in respect to the percentage of funds from all literature sales to be returned to promote the basis purpose of the fellowship, our fifth tradition.

23. All world business travel shall be recorded and made available by monthly published document setting forth whom, what, where and for what reason such travel is deemed necessary.

all travel to be booked by the World Travel Department, and with all frequent flyers miles to accrue to the benefit of the WSC.

25. Provide video and/or telephone conferencing, fax machine usage and modem use wherever possible to conduct world business rather than concentrated group meetings only.

26. All WCC/WSO merchandising profits shall revert to the fellowship to be used in the charitable trust.

27. Change the WSC annual meeting to the East Coast or at least alternate every other year.

28. Access to the press. Differing viewpoints must be heard. As it stands they are not being represented by the WSO. Access must be provided to the Newsline and/or Fellowship Report mailing addresses. An un-edited/un-censored mailing will be sent out by the WSO to these addresses. This mailing will contain opinions, ideas and information from Fellowship members, committees, and services bodies who are not being represented by our world service and whose voice is not being heard by the Fellowship at large.

29. Already, information of this kind as been sent out through other channels and experience shows there are enough members, servants and committees interested in hearing all viewpoints to warrant this kind of mailing. If the WSO and WSC is truly interested in fully serving the Fellowship, then full access to differing viewpoints and opinions is a desirable end for all of us.

30. Fellowship-wide access to a complete, independent audit of the WSO including salaries of all paid workers. If an individual owns stock in a corporation, this kind of information is routinely provided. Each member of NA is like a stockholder in the business of NA and as such deserves access to our fiscal information.

31. The Fellowship Team Approach. Organize and implement an alternative draft of It Works: How and Why. Teams of volunteer addicts will gather at literature workshops to complete the draft. The cost to world services would be minimal. The workshops will be hosted by various regional or area lit committees. The WSO or WSC will primarily be called upon to disseminate information about the workshops. The final result, two drafts of It Works, will provide the Fellowship with a choice; between NA literature written by paid staff team writers and NA literature written by addicts at workshops.

33. Issues of racism, classism, and sexism must be addressed in our service structure. Our structure must more accurately reflect the diversity of our membership.

34. In response to the 43% drop in donations to the WSC, the Conference will distribute a questionnaire to the fellowship asking things such as: What do you want from the WSC? Does your region feel it is being served by the WSC? If not, why?

35. To hire independent tax/corporate attorneys to work with a joint committee. (Structure to be discussed). To look into the "corporate structures" of NA and to access whether WSO/WCC should be for profit and WSC/RSC's should be non-profit for greater tax and charitable benefit to the fellowship.

36. To forbid interested Board of Director members of WSO/WCC, pursuant to Article 6.04 Section 3.

37. To allow inspection pursuant to Article 9.03 to any RSC or ASC when signed request is made by chair and RSR and ALT.

38. To have finance committee approve all WSO, WCC and WSC Board of Director and employee travel.

39. That paid workers never take the place of volunteers in their respective catagories, as we do not pay for Twelfth Step work.