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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.

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

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

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

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

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



22 United States Trademark and Service Mark  
23 Registration No. 1,467,774, issued February 16,  
24 1988:

25 **NARCOTICS ANONYMOUS**

26 2. **AGREEMENT TO CEASE COPYRIGHT**  
27 **INFRINGEMENTS.** MOORHEAD agrees that he will not  
28 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