

DRAFT Language For stipulated Judgment

IT IS HEREBY ORDERED, AND ADJUDGED AND DECREED that DAVID MOOREHEAD, an individual, and World Service Office a California corporation, their agents, servants, and representatives, are hereby permanently enjoined as follows:

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

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

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

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

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

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

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

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

B. The following trademarks:

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

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

NARCOTICS ANONYMOUS

2. From directly or indirectly infringing any additional or future intellectual property rights of plaintiff, including but not limited to any of it's trademark, copyright, trade name, service mark, trade dress, or other rights.

3. AGREEMENT TO SURRENDER CURRENT STOCKS AND IDENTIFY SOURCES OF SUPPLY AND MANNER OF DISTRIBUTION Concurrently with the execution of this document, MOOREHEAD shall surrender to the WSO all unauthorized copies of the Basic Text within his possession, except for one copy of each of his 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 and on the form attached hereto as Exhibit A.

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

b. the dates such copies were produced;

c. the parties to whom the copies were distributed.

4. AGREEMENT TO COMMUNICATE WITH THE FELLOWSHIP. MOOREHEAD shall forthwith execute a letter addressed to the Fellowship advising the fellowship that he has ceased all distribution of his "little blue" version of the Basic Text; that he has agreed to submit the propriety of the publication of the "little blue" version of the Basic Text to 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, and to surrender all copies thereof directly to the WSO.

IT IS SO ORDERED.

Dated: _____

Judge, United States District Court

APPROVED AS TO FORM AND CONTENT:

David Moorehead

Theresa W. Middlebrook

Attorney for Plaintiff