

Dear Greg,

I have enclosed input on the trust document that we in Marietta, Ga., came up with in two recent workshops. We have also sent a copy to WSO, Inc. and Rachel Houseman in Michigan, and will be sending copies to others involved in this work.

I understand that you are (or were?) the attorney in Dave Moorehead's lawsuit with WSO, Inc. I'm hoping you will be able to help us defend our literature and, indeed, our Fellowship from the attempted takeover by a corporation which we created and which is now running amok. My feeling, and I'm sure you know more about this stuff than I do, is that WSO, Inc. is guilty of attempted copyright fraud, probably guilty of contempt of court, and certainly guilty of violating their status as a fiduciary trust for the Fellowship. Although court action is unfortunate, it seems to me that we have no choice at this point. The trust document WILL pass. World Services will do whatever it takes to see to it. The same with the "Guide to Service" that will come up for approval in 1993. These two documents will give them complete control of the literature, the money, and the service structure. Once these two things pass, it will be too late. And they will pass. They will do the politicking, the propagandizing, the lying, creating new "regions" in order to get extra votes, convincing RSR's to change their votes (in exchange for a position at World Services, for example), and whatever else they need to do to make sure they pass. I hope you can help us. I don't know how much it would cost. I feel, however, that a lot of people will provide whatever they can to a legal fund, whether through donations, fundraisers, or whatever other means we can find to help.

Thank you for your efforts thus far. I don't know if you are a member of this Fellowship. But you have helped some good people struggle to save the spiritual foundation of this Fellowship, which will save lives. Thank you.

Sincerely, Bob Ford

INPUT ON THE TRUST INSTRUMENT

Article I Sec. 2 p.8

The "Trustor" should be defined as the Fellowship of Narcotics Anonymous. The Fellowship, as Trustor, owns the literature and other "intellectual" properties (why not "spiritual" properties?) on N.A. They are held in trust by the Trustee in a fiduciary capacity.

Article I Sec. 3 p.8

Trustor maintains control over all revenues generated by sale of Trust property. Trustee shall manage it at the direction of the Trustor. Trustor will approve a budget needed by Trustee to fulfill its basic duties. All other spending decisions are made by Trustor directly or through its elected representatives (hereinafter called "RSR") at the WSC.

Article II p.9

Fellowship, as stated above, is Settlor and Trustor. Trustor will select its Trustee, ~~based on a 2/3 vote by the Trustor's membership, expressed~~ either through a polling of all registered groups or through the RSR's at the WSC.

Article V Sec. 1 p. 9-10

The fundamental change in this section, which should be expressed in several of these statements, is as follows: Trustee serves the Trustor and follows the directions of the Trustor in recognition of the fact that the Trustor makes the decisions regarding its money, literature, service structure, and so on. The rules as herein stated give way too much latitude and decision-making authority to the Trustee.

Article V Sec. 1 p. 10

Regarding copyright infringements, Trustee must first notify Trustor of any such occurrences. Trustee will then follow the direction of the Trustor (as outlined in the Rules) regarding defense of Trustor property.

Article V Sec. 4 p. 11

The same as Sec. 1. In this document, the Trustee (i.e., WSO, Inc.) assumes far too much decision-making authority. It must be emphasized again and again that the Fellowship of N.A. runs the service structure, not the other way around. Note: We find it "curious," and something akin to the hustle and con of a dope fiend, what WSO, Inc. proposes to do with the money generated by our literature. The purpose of this document is to ratify, after the fact, their unauthorized claim to full ownership of the literature. Yet we find, here and there among these pages, a clause or a statement which also gives them ownership and control over most of the Fellowship's money. This document was not advertized by WSO, Inc. as having anything to do with control of the money. They just sort of slip that in, knowing that most of the Fellowship won't read this whole document and thus won't know about WSO, Inc. seizing control of the money as well as the literature.

Article VI p. 12

Revocable by the Fellowship as Trustor.

Article VII p. 13

There should be no limit on the jurisdiction. Trustor is not limited to one state (Calif.) and Trustee (WSO, Inc. or whomever) may not be limited to that same state. This Article assumes that WSO, Inc. will always be the Trustee and that N.A.'s "headquarters" will always be in Calif. Furthermore, any legal action involving Trustor or Trustee (against one another or against a third party) must include the right to a trial-by-jury, a basic democratic right recognized by a democratic Fellowship.

Note on Trustor

The Trustor is the Fellowship as a whole, present and future. There are at least two mechanisms that can be used by Trustor to make decisions regarding its Trustee. One is through the group conscience process which culminates in the voting of RSR's at the annual WSC. Another is the method of direct group voting, with all registered groups sending in their vote by registered mail.

INPUT ON OPERATIONAL RULES

Article I Sec. 1 p.15

This section fails to mention that WSO had agreed, in the court agreement, to compile the trust document with a "working group" of addicts and assured them that no action would be taken at the 1991 WSC. WSO then allowed their attorney to make a two-hour presentation at the WSC, giving only their side of it, and then offered the motions presented here. This showed bad faith on the part of WSO. Further bad faith was showed by WSO eliminating the working group from involvement in the trust document, in violation of their agreement, with the excuse that they couldn't afford the conference calls.

Article II Sec. 5 p. 8

N.A. literature is not a "work for hire" and N.A. members are not "employees" of WSO. These two ideas violate the very heart of our Traditions and are completely unnecessary. The copyright should be done as follows: "Fellowship of Narcotics Anonymous" is listed as the author; In Sec. 4 of the copyright, it is stated that the copyright has been turned over to WSO, Inc., or whoever the entity is who is given authority to publish our literature, to be held as a fiduciary trust "on behalf of the Fellowship." Whether or not WSO is given that permission may well depend on the extent of their insistence on trying to own the book, an abrogation of the fiduciary duties.

Article IV Sec. 7 p.22

Final approval may only come from the Trustor (defined earlier as the "Fellowship of N.A."). Trustee may bring proposals to the Trustor at the WSC, provided they are first published in the C.A.R.

Article IV Sec.8 p.22

Trustee may make proposed changes to the Trustor, provided they are included in the C.A.R. for a Fellowship vote at the WSC. Trustee may not make any

proposed changes in literature. Only Trustor, or its service committees, can do so. Only Trustor, through Fellowship-wide approval, can decide changes in our literature.

Article IV Sec.10 p.24

All spending decisions are made by Trustor. Trustee will present a budget describing its budgetary needs, in order to fulfill its fiduciary role as well as any additional duties assigned to it by Trustor. Upon approval of its budget, Trustee may then manage its finances in a sensible business manner.

Article IV Sec. 11 p.24

Add to heading: Trustee will notify Trustor of any infringements as well as any preliminary actions (written requests to cease infringement, etc.) taken by Trustee.

no. 5: Replace with: Trustee will propose to Trustor any legal actions deemed necessary by Trustee. Trustor will make decision on any such action. If annual WSC is at least six months away, Trustee may, at its discretion, call upon registered Regions to vote on a decision regarding legal action, to be delivered by certified mail within 90 days.

Article V Sec. 1 p.26

Groups, areas, and regions within the Trustor may use the N.A. logo and the N.A. symbol on t-shirts, flyers, and other merchandise. Literature may be reproduced in cases of need (by groups, areas, or regions which cannot afford to buy it) after submitting a request to the Board of Trustees for a waiver of the copyright restriction. Such literature may not be sold for a profit.

Article V Sec. 3 p. 26

Eliminate no. 1. No entity can dictate to a Region its decision-making policies, except for the Fellowship in that region.

Article VI Sec. 2 p. 26

No. 2: Change make-up to include 5 RSR's and 2 BOT members, one of whom chairs the committee. This way 5 RSR's, and one member of each World Service body, will make decions and cast votes, with the Chair votin in the event of a tie.

No. 5: Change to a 2/3 vote.

Article VII Sec. 2 p. 30

No. 3: Change to a 2/3 vote.

Overall impressions of the Trust document

We are highly disturbed by this document. It seems to us to be an attempt by WSO, Inc. to ratify, after the fact, their attempted theft of our literature. We know that the copyrights to the first several editions of the Basic Text were changed, without authorization from the Fellowship, to reflect a "work for hire" status and to give WSO, Inc. "full rights of original authorship," as they expressed it in their lawsuit. The copyrights were withdrawn only when some N.A. members, also involved in the lawsuit, realized that WSO, Inc. was committing copyright fraud. So now WSO, Inc. comes forward with a document that would give them full ownership of our literature, as well as control over the money it generates! They continually violate their role as our fiduciary, and repeatedly act in bad faith in attempts by the Fellowship, in and out of court, to settle these problems. WSO, Inc. has clearly and utterly violated and ~~betrayed~~ its role as our fiduciary trust. One suggestion to WSO, Inc.: If the "work for hire" copyrights you want are such a good idea, simply re-submit those copyrights in court so the lawsuit can finally be settled. After all, if our belief that you are guilty of copyright fraud is unjustified, you can ^{SAVE} yourselves, and the Fellowship, a lot of money by settling this now. Or did you withdraw the copyrights because you know you are committing copyright fraud? Could you describe to His Honor how it is that you claimed "rights of original authorship?"