

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Proud Usahacharoenporn FIRM NAME: RUTAN & TUCKER, LLP STREET ADDRESS: 611 Anton Boulevard, Suite 1400 CITY: Costa Mesa STATE: CA ZIP CODE: 92626 TELEPHONE NO.: 714-641-5100 FAX NO.: 714-546-9035 EMAIL ADDRESS: pusaha@rutan.com ATTORNEY FOR (name): The Autonomous Region of Narcotics Anonymous	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, California 90012 BRANCH NAME: Stanley Mosk Courthouse	
<input type="checkbox"/> ESTATE OF (name): <input checked="" type="checkbox"/> IN THE MATTER OF (name): THE NARCOTICS ANONYMOUS FELLOWSHIP INTELLECTUAL PROPERTY TRUST <input type="checkbox"/> DECEDENT <input checked="" type="checkbox"/> TRUST <input type="checkbox"/> OTHER	
NOTICE OF HEARING—DECEDENT'S ESTATE OR TRUST	CASE NUMBER: 20STPB00821

This notice is required by law. You are not required to appear in court, but you may attend the hearing and object or respond if you wish. If you do not respond or attend the hearing, the court may act on the filing without you.

1. NOTICE is given that (name): The Autonomous Region of Narcotics Anonymous, an interested party of The Narcotics Anonymous Fellowship Intellectual Property Trust
 (fiduciary or representative capacity, if any):
 has filed a petition, application, report, or account (specify complete title and briefly describe):*
 PETITION FOR (1) INSTRUCTIONS; (2) ORDERS FIXING COMPENSATION OF TRUSTEE; (3) REMOVAL AND REPLACEMENT OF TRUSTEE; AND (4) SURCHARGE [PROBATE CODE §§ 16000, 16002, 16004, 16060, 16102, 16420, 16440, 17200]

The filing is a report of the status of a decedent's estate administration made under Probate Code section 12200. See the NOTICE below.
 Please refer to the filed documents for more information about the case. (Some documents filed with the court are confidential.)

2. A HEARING on the matter described in 1 will be held as follows:

→Date: April 8, 2020 Time: 8:30 a.m. Dept: 5 Room:	Name and address of court, if different from above:
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Hearing Date

NOTICE
 If the filing described in 1 is a report of the status of a decedent's estate administration made under Probate Code section 12200,
YOU HAVE THE RIGHT TO PETITION FOR AN ACCOUNTING UNDER SECTION 10950 OF THE PROBATE CODE.

Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms for Request for Accommodations by Persons With Disabilities and Response (form MC-410). (Civ. Code, § 54.8.)

* Do not use this form to give notice of a petition to administer an estate (see Prob. Code, § 8100, and use form DE-121), notice of a hearing in a guardianship or conservatorship case (see Prob. Code, §§ 1511 and 1822, and use form GC-020), or notice of a hearing on a petition to determine a claim to property (see Prob. Code, § 851, and use form DE-115/GC-015).

<input type="checkbox"/> ESTATE OF (name): <input checked="" type="checkbox"/> IN THE MATTER OF (name): THE NARCOTICS ANONYMOUS FELLOWSHIP INTELLECTUAL PROPERTY TRUST	CASE NUMBER: 20STPB00821
<input type="checkbox"/> DECEDENT <input checked="" type="checkbox"/> TRUST <input type="checkbox"/> OTHER	

CLERK'S CERTIFICATE OF POSTING

1. I certify that I am not a party to this cause.
2. A copy of the foregoing *Notice of Hearing—Decedent's Estate or Trust*
 - a. was posted at (address):

b. was posted on (date):

Date: _____ Clerk, by _____, Deputy

PROOF OF SERVICE BY MAIL*

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.
2. My residence or business address is (specify):
 611 Anton Boulevard, Suite 1400
 Costa Mesa, California 92626
3. I served the foregoing *Notice of Hearing—Decedent's Estate or Trust* on each person named below by enclosing a copy in an envelope addressed as shown below AND
 - a. **depositing** the sealed envelope on the date and at the place shown in item 4 with the U.S. Postal Service with the postage fully prepaid.
 - b. **placing** the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service in a sealed envelope with postage fully prepaid.
4. a. Date mailed: January 29, 2020
 b. Place mailed (city, state): Costa Mesa, California
5. I served with the *Notice of Hearing—Decedent's Estate or Trust* a copy of the petition or other document referred to in item 1 of the Notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: January 29, 2020

Laura Fenwick _____
(TYPE OR PRINT NAME)



(SIGNATURE)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

Name

Address (street & number, city, state, zip code)

1.		
2.		SEE ATTACHED SERVICE LIST
3.		
4.		
5.		

Continued on an attachment. (You may use Attachment to Notice of Hearing Proof of Service by Mail, form DE-120(MA)/GC-020(MA), for this purpose.)

* Do not use this form for proof of personal service. You may use form DE-120(P) to prove personal service of this Notice.

1 **SERVICE LIST**

2 *In the Matter of The Narcotics Anonymous Fellowship Intellectual Property Trust*
3 Los Angeles County Superior Court Case No. 20STPB00821

- 3 Narcotics Anonymous World Services, Inc. Trustee
4 19737 Nordhoff Place
5 Chatsworth, CA 91311
- 5 Xavier Becerra Attorney General
6 PO Box 903447
7 Sacramento, CA 94203
- 7 Alabama North West Florida Region Trustor/Settlor/Beneficiary
8 209 20th Street North, Box 170
9 Birmingham, AL 35203
- 9 Alaska Region Trustor/Settlor/Beneficiary
10 PO Box 232635
11 Anchorage, AK 99523
- 11 Arizona Region Trustor/Settlor/Beneficiary
12 PO Box 1351
13 Phoenix, AZ 85001
- 13 Arkansas Region Trustor/Settlor/Beneficiary
14 1310 Eastside Centre Ct. 6 216
15 Mountain Home, AR 72653
- 15 Sierra Sage Region Trustor/Settlor/Beneficiary
16 PO Box 11913
17 Reno, NV 89510
- 17 San Diego Imperial Counties Region Trustor/Settlor/Beneficiary
18 PO Box 16505
19 San Diego, CA 92176
- 19 Northern California Region Trustor/Settlor/Beneficiary
20 1820 Walters Court, Suite A-1
21 Fairfield, CA 94533
- 21 California Mid-State Region Trustor/Settlor/Beneficiary
22 PO Box 26105
23 Fresno, CA 93729
- 23 California Inland Region Trustor/Settlor/Beneficiary
24 36 W. Williams Street
25 Banning, CA 92220
- 25 Southern California Region Trustor/Settlor/Beneficiary
26 1937 S. Myrtle Avenue
27 Monrovia, CA 91016
- 27 Central California Region Trustor/Settlor/Beneficiary
28 PO Box 1206
Ventura, CA 93002

1	Colorado Region	Trustor/Settlor/Beneficiary
2	PO Box 1437	
	Denver, CO 80201	
3	Connecticut Region	Trustor/Settlor/Beneficiary
4	PO Box 1817	
	Meriden, CT 06450	
5	Free State Region	Trustor/Settlor/Beneficiary
6	217 N. Warwick Avenue	
	Baltimore, MC 21223	
7	Chesapeake and Potomac Region	Trustor/Settlor/Beneficiary
8	PO Box 8160	
	Silver Spring, MD 20907	
9	Florida Region	Trustor/Settlor/Beneficiary
10	706 North Ingraham Avenue	
	Lakeland, FL 33801	
11	South Florida Region	Trustor/Settlor/Beneficiary
12	PO Box 5842	
	Lighthouse Point, FL 33074	
13	Georgia Region	Trustor/Settlor/Beneficiary
14	PO Box 420615	
	Atlanta, GA 30342	
15	Hawaii Region	Trustor/Settlor/Beneficiary
16	PO Box 7669	
	Hilo, HI 96720	
17	Washington Northern Idaho Region	Trustor/Settlor/Beneficiary
18	PO Box 55064	
	Shoreline, WA 98155	
19	Southern Idaho Region	Trustor/Settlor/Beneficiary
20	PO Box 434	
	Twin Falls, ID 83303	
21	Greater Illinois Region	Trustor/Settlor/Beneficiary
22	PO Box 973	
	Springfield, IL 62705	
23	Chicagoland Region	Trustor/Settlor/Beneficiary
24	1701 S. First Avenue, Suite 508A	
	Maywood, IL 60153	
25	Indiana Region	Trustor/Settlor/Beneficiary
26	PO Box 2724	
	Kokomo, IN 46904	
27	Iowa Region	Trustor/Settlor/Beneficiary
28	PO Box 5164	
	Des Moines, IA 50306	

1	Mid-America Region	Trustor/Settlor/Beneficiary
2	PO Box 8732	
3	Wichita, KS 67208	
4	Bluegrass-Appalachian Region	Trustor/Settlor/Beneficiary
5	PO Box 910512	
6	Lexington, KY 40591	
7	Kentuckiana Region	Trustor/Settlor/Beneficiary
8	PO Box 1671	
9	Bowling Green, KY 42101	
10	Louisiana Region	Trustor/Settlor/Beneficiary
11	PO Box 86323	
12	Baton Rouge, LA 70879	
13	Central Atlantic Region	Trustor/Settlor/Beneficiary
14	PO Box 1959	
15	Chesterfield, VA 23832	
16	New England Region	Trustor/Settlor/Beneficiary
17	PO Box 690437	
18	Quincy, MA 02269	
19	Mountain Valley Region	Trustor/Settlor/Beneficiary
20	PO Box 1035	
21	Brattleboro, VT 05301	
22	ABCD Region	Trustor/Settlor/Beneficiary
23	PO Box 13504	
24	Albany, NY 12212	
25	Michigan Region	Trustor/Settlor/Beneficiary
26	726 Livernois Avenue	
27	Ferndale, MI 48220	
28	Metro Detroit Region	Trustor/Settlor/Beneficiary
29	726 Livernois Avenue	
30	Ferndale, MI 48220	
31	Upper Midwest Region	Trustor/Settlor/Beneficiary
32	PO Box 11376	
33	Fargo, ND 58106	
34	Minnesota Region	Trustor/Settlor/Beneficiary
35	6066 Shingle Creek Parkway, Suite 113	
36	Brooklyn Center, MN 55430	
37	Mississippi Region	Trustor/Settlor/Beneficiary
38	209 E. Capitol Street	
39	Jackson, MS 39201	
40	Show-Me Region	Trustor/Settlor/Beneficiary
41	5544 South 3rd Street	
42	St. Joseph, MO 64504	

1	Montana Region	Trustor/Settlor/Beneficiary
2	PO Box 36	
	Helena, MT 59624	
3	Nebraska Region	Trustor/Settlor/Beneficiary
4	PO Box 80091	
	Lincoln, NE 68501	
5	Region 51	Trustor/Settlor/Beneficiary
6	PO Box 15206	
	Las Vegas, NV 89114	
7	Northern NJ Region	Trustor/Settlor/Beneficiary
8	PO Box 8224	
	Newark, NJ 07103	
9	New Jersey Region	Trustor/Settlor/Beneficiary
10	PO Box 4257	
	Trenton, NJ 08610	
11	Rio Grande Region	Trustor/Settlor/Beneficiary
12	PO Box 90207	
	Albuquerque, NM 87109	
13	Eastern New York Region	Trustor/Settlor/Beneficiary
14	PO Box 750766	
	Forest Hills, NY 11375	
15	Greater New York Region	Trustor/Settlor/Beneficiary
16	154 Christopher Street, Suite 1A	
	New York, NY 10014	
17	Western New York Region	Trustor/Settlor/Beneficiary
18	PO Box 736	
	Buffalo, NY 14207	
19	North Carolina Region	Trustor/Settlor/Beneficiary
20	PO Box 4581	
	Greensboro, NC 27404	
21	Carolina Region	Trustor/Settlor/Beneficiary
22	2140 Carolina Place Drive	
	Fort Mill, SC 29708	
23	Mountaineer Region	Trustor/Settlor/Beneficiary
24	PO Box 2381	
	Morgantown, WV 26502	
25	Buckeye Region	Trustor/Settlor/Beneficiary
26	PO Box 1074	
	Kent, OH 44240	
27	Ohio Region	Trustor/Settlor/Beneficiary
28	PO Box 546	
	Columbus, OH 43216	

1	Oklahoma Region	Trustor/Settlor/Beneficiary
2	PO Box 18304	
	Oklahoma City, OK 73154	
3	Pacific Cascade Region	Trustor/Settlor/Beneficiary
4	PO Box 7502	
	Eugene, OR 97401	
5	Mid-Atlantic Region	Trustor/Settlor/Beneficiary
6	PMB 229 3440 Lehigh Street	
	Allentown, PA 18103	
7	Eastern Pennsylvania Region	Trustor/Settlor/Beneficiary
8	PO Box 271	
	Palm, PA 18070	
9	Tri-State Region	Trustor/Settlor/Beneficiary
10	PO Box 423	
	Homestead, PA 15120	
11	Greater Philadelphia Region	Trustor/Settlor/Beneficiary
12	7215 A Rising Sun Avenue, 1st Floor	
	Philadelphia, PA 19111	
13	South Dakota Region	Trustor/Settlor/Beneficiary
14	PO Box 1813	
	Sioux Falls, SD 57101	
15	Volunteer Region	Trustor/Settlor/Beneficiary
16	PO Box 121961	
	Nashville, TN 37212	
17	Tejas Bluebonnet Region	Trustor/Settlor/Beneficiary
18	6425 South IH 35, Suite 150	
	PMB105	
19	Austin, TX 78744	
20	Best Little Region	Trustor/Settlor/Beneficiary
	PO Box 30806	
21	Amarillo, TX 79120	
22	Lone Star Region	Trustor/Settlor/Beneficiary
	1213 Executive Drive East	
23	Richardson, TX 75081	
24	Red River Region	Trustor/Settlor/Beneficiary
	PO Box 1461	
25	Denison, TX 75021	
26	Utah Region	Trustor/Settlor/Beneficiary
	PO Box 1409	
27	Salt Lake City, UT 84110	
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Wisconsin Region
2525 N. Bowen Street
Oshkosh, WI 54901

Trustor/Settlor/Beneficiary

Upper Rocky Mountain Region
PO Box 40182
Casper, WY 82604

Trustor/Settlor/Beneficiary

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Telephone: 714-641-5100
6 Facsimile: 714-546-9035

7 Attorneys for Petitioner The Autonomous Region of
Narcotics Anonymous, an interested party of The Narcotics
8 Anonymous Fellowship Intellectual Property Trust

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES, STANLEY MOSK COURTHOUSE

11

12 In the Matter of:

Case No: 20STPB00821

13 THE NARCOTICS ANONYMOUS
14 FELLOWSHIP INTELLECTUAL
PROPERTY TRUST

**PETITION FOR (1) INSTRUCTIONS; (2)
ORDERS FIXING COMPENSATION OF
TRUSTEE; (3) REMOVAL AND
REPLACEMENT OF TRUSTEE; AND (4)
SURCHARGE**

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**[PROBATE CODE §§ 16000, 16002, 16004,
16060, 16102, 16420, 16440, 17200]**

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19 Petitioner, The Autonomous Region of Narcotics Anonymous, an interested party of The
20 Narcotics Anonymous Fellowship Intellectual Property Trust, alleges as follows:

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Introduction and Parties

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1. This Petition is brought to resolve a conflict of interest between the mission of a charitable trust and the interests of its trustee. The Fellowship of Narcotics Anonymous (the "Fellowship") was founded in about 1953 by recovering addicts. They met regularly to help each other stay clean and practice complete abstinence from all drugs. Today, the Fellowship consists of hundreds of thousands of members meeting regularly in NA Groups throughout the world. The Fellowship uses a twelve-step model that is a variation of the twelve-step model used by Alcoholics Anonymous, but which relies on recovery literature specific to drug addiction, i.e.,

1 Narcotics Anonymous books, booklets, and pamphlets (the "NA's Literature"). The NA's
2 Literature is one of the Fellowship's key tools that has helped save the lives of countless addicts
3 and which enables addicts to redirect their lives from the otherwise common outcome of jails,
4 institutions and death to which drug addiction leads. As such, the Fellowship's interest is to
5 ensure the availability of NA's Literature to those in need. In contrast, the trustee's role is to be
6 the printer, distributor, and (with the voluntary assistance of members of NA and paid editors)
7 producer of some, but not all, of NA's Literature. This role has created in the trustee a self-
8 interest in monetizing the NA's Literature as the primary source of its income, which denies its
9 availability to those without the financial means to pay for it. Absent intervention, addicts whose
10 lives could be saved by the message conveyed in the NA's Literature are at risk, and the very
11 purpose of the Fellowship is undermined each day this conflict persists.

12 2. In about 1993, a trust was established to hold and manage the NA's Literature and
13 other intellectual property assets called "The NA Fellowship Intellectual Property Trust," a
14 charitable trust registered on about July 1, 1993 (the "Trust"). A copy of the Trust is attached
15 hereto as Exhibit A.

16 3. Petitioner is a regional delegate group of the Fellowship with a voice at the World
17 Service Conference who has a special and definite interest in the charitable Trust.

18 4. Narcotics Anonymous World Services, Inc. ("World Services" or "Trustee") is and
19 at all relevant times was the Trustee of the Trust. Petitioner is informed and believes and thereon
20 alleges that World Services has its principal place of business in Los Angeles County, California.

21 5. Petitioner is informed and believes and thereon alleges that World Services has and
22 continues to breach its duties as Trustee of the Trust, including by self-dealing and exploiting the
23 NA's Literature for its own financial benefit and to the detriment of Petitioner and addicts
24 throughout the world, as set forth in further detail below.

25 6. This Court has jurisdiction over this matter because the Trust provides that the
26 "Superior Court of the State of California has exclusive jurisdiction of proceedings concerning the
27 internal affairs of the Trust" and World Services has its principal place of business in Los Angeles
28

1 County, California.

2 Names and Addresses of Persons Entitled to Notice

3 7. The names and addresses of the persons entitled to notice of hearing on the petition
4 are attached hereto as Exhibit B.

5 The Trust

6 8. The Trust, which was registered on about July 1, 1993, was formed for the purpose
7 of "hold[ing] and administer[ing] all recovery literature and other intellectual properties of the
8 Fellowship of Narcotics Anonymous *in a manner that will help addicts find recovery* from the
9 disease of addiction and carry that message of recovery to the addict who still suffers." (Exhibit A
10 ["Trust"], Article I, Sections 2-4, p. 1 [emp. added].)

11 9. The Trust designated World Services as the Trustee of the Trust and World
12 Services has served in that capacity since the Trust's formation. (Trust, Article II, p. 1.)

13 10. The Trust states that the "Trustee shall hold the Trust Properties as a perpetual
14 charitable trust . . . and shall use the properties and income derived therefrom *exclusively* for the
15 charitable and educational purposes described in the statement of purpose below, and for the
16 payment of the *incidental* expenses and costs of the administration of the Trust." (Trust, Article I,
17 Section 3, p. 1 [emp. added].)

18 11. The Trust Properties include, among other things, the NA's Literature, i.e., "all
19 recovery literature," including "any Narcotics Anonymous book, booklet, or pamphlet intended
20 primarily for use by individual NA members or for use or distribution within the context of an NA
21 recovery meeting." (Trust, Article III, p. 2.)

22 12. The Trust states that "[t]he intent of the trust is to provide assurance to our present
23 and future membership that NA's properties are duly protected from misuse by anyone, *including*
24 *our world services*." (Trust, Reader's Notes, Introduction, p. 23 [emp. added].) In furtherance of
25 this intent, the Trust provides that the Trustee must abide by the following general duties, among
26 others:

27 a. "The Trustee has a duty to administer the Trust *solely in the interest of the*
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1 **Beneficiary and the Trustor.**” (Trust, Article V, Section 1, pp. 2-3 [emp. added].)

2 b. “The Trustee has a duty to deal *impartially* with the Beneficiary.” (*Id.*)

3 c. “The Trustee has a duty *not to use or deal with Trust Property for the*

4 *Trustee’s own profit* or for any other purpose unconnected with the Trust, nor to take part in any

5 transaction in which the Trustee has an interest adverse to the Beneficiary or the Trustor.” (*Id.*)

6 13. The Trust also states that the “Trustee shall be nonprofit and nonpartisan.” (Trust,

7 Article V, Section 7, p. 5 [emp. added].)

8 14. The Trust further provides that the Trustee “acts as a fiduciary in its dealings with

9 and on behalf of the Trustor.” (Trust, Operational Rules, Article IV, Section 3, p. 12.)

10 15. The Trust further provides that the Trustee is required to “abide by, the principles

11 of the Twelve Traditions of Narcotics Anonymous.” (Trust, Operational Rules, Article IV,

12 Section 3, p. 12.) This includes, among other things, the following traditions:

13 a. “Each group has but *one primary purpose—to carry the message to the*

14 *addict who still suffers.*”

15 b. “*Our common welfare should come first; personal recovery depends on NA*

16 *unity.*”

17 c. “*Our leaders are but trusted servants; they do not govern.*”

18 d. “*An NA group ought never endorse, finance, or lend the NA name to any*

19 *related facility or outside enterprise, lest problems of money, property, or prestige divert us from*

20 *our primary purpose;*”

21 e. “*NA, as such, ought never be organized, but we may create service boards*

22 *or committees directly responsible to those they serve*” and

23 f. “*Narcotics Anonymous should remain forever nonprofessional.*” (Trust,

24 Twelve Traditions, p. 22 [emp. added].)

25 16. With respect to compensation for these services, the Trust provides that World

26 Services’ board members and officers “shall serve without compensation, but may be reimbursed

27 for expenses they incur.” (Trust, Operational Rules, Article IV, Section 4, p. 12.) The Trust

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1 further specifies that “No board member, officer, employee, or other person connected with the
2 Trustee, or any other private individual, shall receive at any time any of the net earnings or
3 pecuniary profit generated by the Trust.” (*Id.*)

4 17. In order to ensure compliance with the Trust’s provisions, World Services is
5 required to give a full written report of its activities to the Fellowship, including year-end financial
6 reports, descriptions of activities funded from the Trust, and budgets, and is required to submit to
7 financial audits. (Trust, Operational Rules, Article IV, Section 12, p.15.)

8 **The Trustee’s Breaches of the Trust**

9 18. Petitioner is informed and believes and thereon alleges that World Services has
10 breached its duties under the Trust in numerous ways, including, but not limited to, the following:

11 a. World Services is engaged in self-dealing and is not impartial with respect
12 to the NA’s Literature. As World Services admitted in a “NA Intellectual Property Bulletin #1,”
13 which was circulated to the Fellowship, World Services “is largely dependent on the income
14 generated from the sale of NA recovery literature” and a “large part of [World Services’] income
15 comes from NA groups who purchase recovery literature to distribute at their meetings.” (Exhibit
16 C.) Petitioner is informed and believes and thereon alleges that World Services’ self-interest with
17 respect to the monetization of the NA’s Literature is adverse to the mission of the Fellowship and
18 is contrary to the Trust’s intent and directive to use the NA’s Literature “and income derived
19 therefrom exclusively for the charitable and educational purposes” of the Fellowship. (Trust,
20 Article I, Section 3, p. 1.)

21 b. World Services has been using proceeds from the sales of the NA’s
22 Literature for World Services’ own benefit. Petitioner is informed and believes and based thereon
23 alleges that World Services has used proceeds from the sales of the NA’s Literature to, among
24 other things, pay millions of dollars per year to World Services and its representatives under the
25 guise of personnel salaries, overhead and other “costs.” Petitioner is informed and believes that
26 World Services even pays its executives and representatives bonuses based on sales of the NA’s
27 Literature. Petitioner is informed and believes that World Services spends nearly 90% of proceeds
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1 from sales of the NA's Literature on its own salaries, office overhead, travel and other expenses
2 and only uses the remaining 10% or so of the proceeds to actually carry out the intent of the Trust.
3 Petitioner is informed and believes and thereon alleges that World Services has been paying its
4 representatives and personnel compensation substantially over and above any legitimately
5 reimbursable expenses according to the terms of the Trust.

6 c. World Services unreasonably restricts the distribution of NA's Literature
7 and substantially limits the abilities of Petitioner and others to reproduce and distribute the NA's
8 Literature to recovering addicts.

9 19. Petitioner is informed and believes and based thereon alleges that World Services'
10 knowing and wrongful use of the NA's Literature for their own benefit contrary to the primary
11 purpose of the Fellowship is a violation of the Trust and World Services' fiduciary duties,
12 including duties enumerated under Probate Code Sections 16000, 16002, and 16004, which state a
13 trustee has a "duty to administer the trust according to the trust instrument," "duty to administer
14 the trust solely in the interest of the beneficiaries," and "a duty not to use or deal with trust
15 property for the trustee's own profit . . . nor to take part in any transaction in which the trustee has
16 an interest adverse to the beneficiary." Petitioner is informed and believes and based thereon
17 alleges that World Services' actions also constitute a violation of Probate Code section 16102(a)
18 (with respect to charitable trusts, "the trustee shall not . . . Engage in any act of self-dealing").

19 20. Petitioner did not first make a written petition to revoke World Services as Trustee
20 at the biennial meeting of the World Service Conference because Petitioner is informed and
21 believes and based thereon alleges that such a petition would have been futile given the World
22 Service Conferences are controlled and managed by World Services itself, and World Services
23 would not agree to or allow the relief sought herein without Court intervention.

24 **Petitioner Requests Relief Against World Services for Violation of its Fiduciary Duties**

25 21. Petitioner is informed and believes and based thereon alleges that World Services'
26 actions as alleged above constitute violations of the Trust's terms and of World Services' fiduciary
27 duties, including but not limited to those duties enumerated under Probate Code Sections 16000,
28

1 16002, 16004, 16102, and 16060.

2 22. Accordingly, Petitioner requests appropriate remedies provided by Probate Code
3 Sections 16420, 16440 and 17200 as set forth in the Prayer below.

4 Prayer

5 WHEREFORE, Petitioner prays as follows:

6 1. That the Court order and instruct World Services forthwith to allow Petitioner and
7 others to re-print and distribute the NA's Literature to recovering addicts in accordance with the
8 intent of the Trust. (Probate Code §§ 16420(a)(1).)

9 2. That the Court review the reasonableness of all personnel, overhead and other
10 expenses being paid to World Services and its representatives and thereupon fix a reasonable
11 compensation for the Trustee. (Probate Code §§ 16420(a)(7), 17200(b)(9).)

12 3. That the Court order World Services to be removed as Trustee of the Trust or
13 compel the resignation of World Services as Trustee of the Trust, and appoint a new Trustee.
14 (Probate Code §§ 16420(a)(4)-(5), 17200(b)(10)-(11).)

15 4. That the Court surcharge World Services in amount to be determined at trial
16 representing damages proximately caused by World Services' breaches, including but not limited
17 to a disgorgement of any profits wrongfully made by World Services in breach of its duties and
18 the loss and depreciation in value of Petitioner's interest in the Trust. (Probate Code §§
19 16420(a)(3), 16440(a), 17200(b)(12).)

20 5. That the Court award to Petitioner its reasonable attorneys' fees and costs.

21 6. That the Court grant such other orders as the Court deems proper.

22 Dated: January 28, 2020

RUTAN & TUCKER, LLP

23
24 By: 

25 Michael D. Adams
26 Attorneys for Petitioner
27 New Autonomous Region
28

EXHIBIT A

The NA

FELLOWSHIP INTELLECTUAL PROPERTY TRUST

FELLOWSHIP INTELLECTUAL PROPERTY TRUST

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Conflict Resolution Within the NA Fellowship

Updated May 2012

**APPROVED EDITION
REGISTERED 1 JULY 1993**

**THE FELLOWSHIP INTELLECTUAL
PROPERTY TRUST**

**Approved by the Fellowship of Narcotics Anonymous
as given voice by its groups through their regional service representatives
at the World Service Conference on 27 April 1993**

Operational Rules revised by the regional service representatives
at the World Service Conference on 30 April 1997, 27 April 1998, and 1 May 2012

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**INSTRUMENT:
THE FELLOWSHIP INTELLECTUAL
PROPERTY TRUST**

ARTICLE I

Section 1: Name of the Trust

The name of this trust shall be "The Fellowship Intellectual Property Trust."

Section 2: Creation of the Trust

The Trustor, the Fellowship of Narcotics Anonymous as given voice by its groups through their regional delegates at the World Service Conference, does hereby reaffirm and restate its transfer, assignment, and conveyance of all NA recovery literature, trademarks, service marks, and all other intellectual property to Narcotics Anonymous World Services, Inc. as Trustee, to hold and administer in accordance with this Trust document and its purpose.

Section 3: Nature of the Trust

The Trustee shall hold the Trust Properties as a perpetual charitable trust, subject to revocation by the Trustor, and shall use the properties and income derived therefrom exclusively for the charitable and educational purposes described in the statement of purpose below, and for the payment of the incidental expenses and costs of the administration of the Trust.

Section 4: Purpose of the Trust

The sole object and purpose of this Trust is to hold and administer all recovery literature and other intellectual properties of the Fellowship of Narcotics Anonymous in a manner that will help addicts find recovery from the disease of addiction and carry that message of recovery to the addict who still suffers, in keeping with the Twelve Steps and Twelve Traditions of NA.

Section 5: No bond required

The Trustor waives the requirement that the Trustee give a bond to secure performance of the Trustee's duties.

ARTICLE II: PARTIES TO THE TRUST

The Fellowship of Narcotics Anonymous, as given voice by its groups through their regional delegates at the World Service Conference, is the Settlor and the Trustor. Narcotics Anonymous World Services, Inc. is the Trustee of the Trust. The Fellowship of Narcotics Anonymous as a whole is the Beneficiary of the Trust.

ARTICLE III: IDENTITY OF TRUST PROPERTY

The Trust Property includes all recovery literature, trademarks, service marks, copyrights, and all other intellectual property of the Fellowship. From time to time, the Trustor may add to, modify, or delete property from the Trust. All additions made to the Fellowship's recovery literature, trademarks, service marks, copyrights and all other intellectual property by Narcotics Anonymous World Services, Inc. shall additionally be considered property subject to this Trust. However, note that NA service handbooks and other service materials approved by NA's World Service Conference are specifically excluded from the purview of this Trust.

Recovery literature should be taken to mean any Narcotics Anonymous book, booklet, or pamphlet intended primarily for use by individual NA members or for use or distribution within the context of an NA recovery meeting. *Service materials* should be taken to mean those materials intended primarily for use within the context of an NA service board or committee.

ARTICLE IV: OPERATIONAL RULES

The Trustor shall generate Trust Operational Rules which shall be controlling on the Trust and the parties thereto except if such Rules conflict with the terms of this Instrument.

ARTICLE V

Section 1: Trustee's duties

The Trustee has the following general duties with respect to administration of the Trust:

1. The Trustee has a duty to administer the Trust according to the Trust Instrument and, except to the extent that this document provides otherwise, according to the statutes of California.
2. The Trustee shall follow written direction given to it from time to time by the Trustor. However, if a written direction would have the effect of modifying the Trust, the Trustee has no duty to follow it unless it complies with the requirements for modifying the Trust herein.
3. The Trustee has a duty to administer the Trust solely in the interest of the Beneficiary and the Trustor.
4. The Trustee has a duty to deal impartially with the Beneficiary.
5. The Trustee has a duty not to use or deal with Trust Property for the Trustee's own profit or for any other purpose unconnected with the Trust, nor to take part in any transaction in which the Trustee has an interest adverse to the Beneficiary or the Trustor.
6. The Trustee has a duty to take, keep control of, and preserve the Trust Property.
7. The Trustee has a duty to make the Trust Property productive.

8. The Trustee has a duty to keep the Trust Property separate from other property not subject to the Trust, and to see that the Trust Property is clearly designated.
9. The Trustee has a duty to take reasonable steps to enforce claims that are part of the Trust Property.
10. The Trustee has a duty to take reasonable steps to defend actions that may result in a loss to the Trust, and to prosecute actions to protect the Trust Property.

Section 2: Delegation of duties

The Trustee shall not delegate to others the performance of acts that the Trustee itself can reasonably be required to perform, and may neither transfer the office of Trustee to another nor delegate the entire administration of the Trust to another entity. All other matters may be delegated, but where the Trustee has properly delegated a matter to an agent, employee, or other person, the Trustee has a duty to exercise reasonable supervision over the person or entity performing the delegated matter.

Section 3: Trustee's standard of care

The Trustee shall administer the Trust with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims to accomplish the purposes of the Trust as determined from the Trust Instrument.

Section 4: Trustee's powers

The Trustee has the following powers: the powers conferred by the Trust Instrument; the powers conferred by statute, except as limited in the Trust Instrument; and the power to perform any act that a Trustee would perform for the purposes of the Trust under the Trustee's standard of care, except as limited in the Trust Instrument. The exercise of a power by the Trustee is subject to the Trustee's fiduciary duties to the Beneficiary and the Trustor. Under this document, the Trustee has the following powers:

1. The power to collect, hold, and retain Trust Property.
2. The power to receive additions of property to the Trust.
3. The power to participate in the operation of any business that is part of the Trust, and to change the legal form of the business.
4. The power to manage and control Trust Property, and to manage, control, and divide proceeds and assets generated from the manufacture or sale of products derived from Trust Property.
5. The power to encumber, mortgage, or pledge any portion of the Trust Property except those copyrights, trademarks, and service marks held by the Trust.
6. The power to enter into a lease for any purpose.
7. The power to insure the Trust Property against damage or loss and to insure the Trustee against third-party liability.

8. The power to prudently borrow money for any Trust purpose, to be repaid from proceeds from the sale of products generated from Trust Property.
9. The power to pay, contest, or settle claims against the Trust by compromise, arbitration, or otherwise, and the additional power to release in whole or in part any claim belonging to the Trust.
10. The power to pay taxes, assessments, reasonable compensation of the Trustee and of employees and agents of the Trust, and other expenses incurred in the collection, care, administration, and protection of the Trust.
11. The power to hire people, including accountants, attorneys, auditors, investment advisors, or other agents, even if they are associated or affiliated with the Trustee, to advise or assist the Trustee in the performance of administrative duties.
12. The power to execute and deliver all instruments which are needed to accomplish or facilitate the exercise of the powers vested in the Trustee.
13. The power to prosecute or defend actions, claims, or proceedings for the protection of the Trust Property and of the Trustee in the performance of the Trustee's duties.¹

Section 5: Limitation

The Trustee is not granted the power to make loans to the Beneficiary either out of Trust Property or out of proceeds from the sale of products generated from Trust Property, or to guarantee loans to the Beneficiary by encumbrances on either Trust Property or proceeds from the sale of products generated from Trust Property.

Section 6: Indemnification of Trustee

To the fullest extent permitted by law, the Trustor shall indemnify the Trustee and its board members, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that code section, and including an action by or in the right of the Trustee, by reason of the fact that the person is or was a person described in that code section. Procedures for the approval of indemnity, advancement of expenses, and insurance shall be described in the Trustee's bylaws.

The Trustee and its board members, officers, employees, and other persons described in Section 523(a) of the California Corporations Code, including persons formerly occupying any such position, may not be relieved of liability for breach of Trust committed intentionally, with gross negligence, in bad faith, or with reckless indifference to the interests of the Beneficiary or the Trustor, or for any act wrongfully consented to by the Beneficiary or the Trustor.

¹ For details, see page 15, "Protection of Trust Properties."

Section 7: Nonpartisan activities by the Trustee

The Trustee shall be nonprofit and nonpartisan. No part of the activities of the Trustee shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Trustee shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

ARTICLE VI: REVOCABILITY

This Trust is revocable by the Trustor.

ARTICLE VII: TERMINATION

This Trust will terminate when any of the following occurs:

1. The Trust purpose is fulfilled;
2. The Trust purpose becomes unlawful;
3. The Trust purpose becomes impossible to fulfill; or
4. The Trustor revokes the Trust.

On termination of the Trust, the Trustee continues to have the powers reasonably necessary under the circumstances to wind up the affairs of the Trust. On termination of the Trust, the Trust Property is to be disposed of as determined by the Trustor. If no such determination is made, the Trust Property shall be transferred to the Trustor.

ARTICLE VIII: JURISDICTION

The Superior Court of the State of California has exclusive jurisdiction of proceedings concerning the internal affairs of the Trust, and has concurrent jurisdiction over actions and proceedings to determine the existence of the Trust, actions and proceedings by or against creditors or debtors of the Trust, and actions and proceedings involving the Trustee and third persons, in accordance with California Probate Code Section 17000.

There is no right to a jury trial in proceedings under the California Probate Code concerning the internal affairs of the Trust.

ARTICLE IX: TRUST REGISTRATION

The Trustee shall register the Trust document with the California Attorney General, and shall perform all obligations attendant thereto.

The instrument was signed by Vivienne Long, RSR, San Diego-Imperial Region, designated signator for the Trustor; K. Joseph Gossett, Executive Director, WSO, Inc., Trustee; and Mary Kay Berger, Chairperson, Board of Directors, WSO, Inc., Trustee. It was registered with the Attorney General for the State of California, USA, on 1 July 1993.

**OPERATIONAL RULES:
THE FELLOWSHIP INTELLECTUAL
PROPERTY TRUST**

**ARTICLE I:
BACKGROUND, PURPOSE,
AND PARTIES OF THE TRUST**

SECTION 1: BACKGROUND OF THE TRUST

The foundation for the Fellowship Intellectual Property Trust was laid, in fact, at the 1st World Convention of Narcotics Anonymous, held November 5, 1971, in La Mirada, California, USA. At that convention, the membership of the Fellowship of Narcotics Anonymous directed its World Service Board of Trustees to establish a World Service Office to serve as a central Fellowship contact point, an NA information clearinghouse, and NA's publishing agency. Since that time, the World Service Office has been the Narcotics Anonymous Fellowship's authorized publisher, holding the Fellowship's intellectual property in trust as a fiduciary of the Fellowship's primary service arms, the World Service Board of Trustees (through 1976) and the World Service Conference (from 1976 to the present).

The WSO's (known as Narcotics Anonymous World Services, Inc. (NAWS) since 1998) role as Fellowship publisher has been described in every approved NA service manual, from the first edition of *The NA Tree* (1975) to the most recent edition of *A Guide to World Services in NA*, as follows: "[Another] major function of WSO is the publication and distribution of literature, which includes the printing, warehousing, and distribution of all existing literature."

On 15 September 1982, the trust relationship was reinforced when the WSC Literature Committee specifically conveyed the copyright to the book *Narcotics Anonymous*, NA's Basic Text, to World Service Office, Inc., such specific trust to be administered in accordance with the direction of the World Service Conference as given at its annual meeting of 5-9 May 1982.

In 1988, the trust relationship was further reinforced when the World Service Conference approved guidelines for the WSC Literature Committee which read, in part: "After the World Literature Committee has completed its work on a piece of literature, it is turned over to the World Service Office for production and distribution. Production involves copyright registration... Literature is then sold through WSO."

Finally, in 1991, the World Service Conference reaffirmed the trust relationship that had been established over the years between the Fellowship of Narcotics Anonymous, the World Service Conference, and World Service Office, Inc. This was accomplished by the approval of motions which read as follows:

To reaffirm and ratify that the ownership of all of NA's intellectual and physical properties prepared in the past, and to be prepared into the future, is held by WSO, Inc., which holds such title in trust on behalf of the Fellowship of Narcotics

Anonymous as a whole, in accordance with the decisions of the World Service Conference.

To reaffirm that the World Service Office, Inc., is the exclusive publisher and distributor of all World Service Conference-approved literature, including all books, pamphlets, handbooks, and other intellectual and physical properties, as directed by the Fellowship of Narcotics Anonymous through the World Service Conference.

The World Service Office Board of Directors is entrusted with the responsibility for protecting the Fellowship's physical and intellectual properties, including the Basic Text, and at the [discretion of the] Board of Directors... shall take legal action to protect those rights against any and all persons who choose to infringe upon this literature trust.

At the World Service Conference in 1997, the name "regional service representative" was changed to "regional delegate". At the World Service Conference in 1998, the name of the legal entity "World Service Office, Inc." was changed to "Narcotics Anonymous World Services, Inc." (NAWS). The directors of Narcotics Anonymous World Services, Inc. are referred to as World Board members. These name changes are reflected in this document except when used in a historical context.

SECTION 2: PURPOSE OF THESE RULES

These rules describe the way the Fellowship Intellectual Property Trust is to be administered. They describe the intellectual properties held by the Trust, the parties to the Trust, the rights and responsibilities of each of those parties, and the relationship between them. They also describe specific means by which the rights and responsibilities of the Trustee can be revoked and reassigned, and the procedure to be used in altering specific provisions of the Trust Instrument itself.

SECTION 3: PARTIES OF THE TRUST

Trustor: The Fellowship of Narcotics Anonymous as given voice by its groups through their regional delegates at the World Service Conference

Equitable ownership of the recovery literature, trademarks, service marks, and all other intellectual properties of the Fellowship of Narcotics Anonymous resides with the Fellowship itself, the basic collective unit of which is the NA group. Decisions concerning NA's intellectual properties directly affect each individual NA group as well as NA as a whole. For this reason, such decisions are made by the duly authorized representatives of the NA groups, their regional delegates, when those RDs gather at NA's World Service Conference. By such means, the Fellowship of Narcotics Anonymous acts as the Trustor of the Fellowship Intellectual Property Trust and is responsible for the creation, approval, revision, and decommissioning of NA recovery literature, trademarks, service marks, and other intellectual properties. The Trustor's specific rights and responsibilities are detailed in Article III of these rules and in the currently applicable service manuals.

Trustee: Narcotics Anonymous World Services, Inc.

Narcotics Anonymous World Services, Inc. is the Trustee of the Fellowship Intellectual Property Trust, responsible to hold, register, use, and protect the licenses, copyrights, trademarks, service marks, and other intellectual properties composing the Trust Property. The Trustee is responsible to use or regulate the use of those intellectual properties in a manner consistent with the instructions of the Trustor in service to the Beneficiary, the Fellowship of Narcotics Anonymous as a whole. The Trustee's specific rights and responsibilities are detailed in Article IV of these rules.

Beneficiary: the Fellowship of Narcotics Anonymous as a whole

The Beneficiary of the Fellowship Intellectual Property Trust is the Fellowship of Narcotics Anonymous as a whole. The Beneficiary's specific rights and responsibilities are detailed in Article V of these rules.

**ARTICLE II:
INTELLECTUAL PROPERTIES HELD IN TRUST**

SECTION 1: TWELVE STEPS, TWELVE TRADITIONS

By license agreement with Alcoholics Anonymous World Services, Inc., the Trust holds all rights to the Twelve Steps and Twelve Traditions as adapted for use by the Fellowship of Narcotics Anonymous, listed in Schedule A of these rules.

SECTION 2: OTHER RECOVERY LITERATURE

By assignment from the Trustor, the Trust holds all other recovery literature created directly or indirectly by the Trustor, the Beneficiary, and/or the Trustee. However, note that NA service handbooks and other service materials approved by NA's World Service Conference are specifically excluded from the purview of this Trust.

Recovery literature should be taken to mean any Narcotics Anonymous book, booklet, or pamphlet intended primarily for use by individual NA members or for use or distribution within the context of an NA recovery meeting. *Service materials* should be taken to mean those materials intended primarily for use within the context of an NA service board or committee.

SECTION 3: TRADEMARKS, SERVICE MARKS

Trademarks and service marks held by the Trust include, but are not necessarily limited to, the name "Narcotics Anonymous," the stylized NA initials in a double circle, the four-sided diamond enclosed in a circle touching all four of its points, and the original NA group logo. The Trust holds legal title to such marks and all translated, adapted, and hybrid forms of such marks.

SECTION 4: COPYRIGHTS

The Trust holds legal title to the copyrights for all books, booklets, pamphlets, and audio and/or video recordings, both in original and in translation, that have been approved by the World Service Conference or its predecessors. The Trust holds legal title to the copyrights for all literary works in progress, both in original and in translation, developed by the World Service Conference, its boards, and its committees.

SECTION 5: NATURE OF OWNERSHIP OF THE TRUST'S COPYRIGHTED RECOVERY LITERATURE

The creation of all new or revised Trust literary properties will be commissioned by the Trustor, either directly or through a subordinate board or committee of the World Service Conference. The process used to create those properties, from commencement to conclusion, will be under the constant control of the Trustor, exercised directly or by a subordinate board or committee of the World Service Conference. The Trustor authorizes the Trustee to make non-substantive corrections to Trust literary properties as those needs arise and to create enhanced electronic or digital versions of texts that include supplemental material or connections to other NA materials, so long as the Trustee provides not less than 120 days prior notice of such proposed corrections or enhancements to the fellowship.² Individuals who take part in the creation of those properties will do so as employees of either the Trustor or the Trustee, whether salaried or volunteer, with full knowledge of the commissioning and controlling interests of the Trustor. No individual participant in any project designed to create or revise Trust recovery literature will retain any claim of copyright with respect to their contributions thereto. The ownership of these Trust Properties will be registered in the name of the Trustee.

² The actual language adopted at WSC 2012 reads:

To allow the World Board to make non-substantive corrections to Fellowship Approved literature which do not impact the original meaning of the Fellowship Approved text and which fix typographical errors, obsolete references, references to outdated literature, and other similar corrections. The World Board will announce such corrections not less than 120 days in advance of publication.

To allow the World Board the ability to create and approve enhanced electronic or digital versions of texts that include supplemental materials or connections to other NA materials. The World Board will announce such enhancements not less than 120 days in advance of publication.

**ARTICLE III:
RIGHTS AND RESPONSIBILITIES
OF THE TRUSTOR**

SECTION 1: GENERAL RIGHTS AND RESPONSIBILITIES

The Fellowship of Narcotics Anonymous as given voice by its groups through their regional delegates at NA's World Service Conference, as Trustor, has sole authority to approve any proposed revision of the NA Fellowship's adaptation of the Twelve Steps and Twelve Traditions. The Trustor and its designated agents have sole authority to commission, direct, and approve the creation and revision of books, booklets, and informational pamphlets for and on behalf of the NA Fellowship. The Trustor and its designated agents have sole authority to create or revise trademarks and service marks for and on behalf of the NA Fellowship.

SECTION 2: WSC BOARDS AND COMMITTEES

The World Service Conference of Narcotics Anonymous accomplishes its tasks, including those tasks having to do with the Trust, through subsidiary boards and committees. The conference may dissolve existing boards and committees and create new boards and committees. The conference may select the leadership and composition of its boards and committees. The conference may delegate portions of its authority to its subsidiary boards and committees. However, in all matters and at all times, these boards and committees are subject to the direction of the World Service Conference.

The specific purpose, function, authority, and composition of each of the conference's standing subsidiary boards and committees, and the relationship between them and the conference, is described in the relevant guidelines and handbooks approved by the World Service Conference. The conference regulates its ad hoc committees through motions passed at its biennial meeting, recorded in its minutes.

**SECTION 3: ADDITION, REVISION, OR DELETION
OF PROPERTIES FROM THE TRUST BY THE TRUSTOR**

The Trustor may add properties to the Trust, delete properties from the Trust, or revise the content or nature of Trust Properties by the following means:

1. Proposals must be distributed to the NA groups via their regional delegates no less than ninety days prior to the biennial meeting of the World Service Conference at which the proposals will be considered.
2. For such a proposal to be approved, two-thirds of the regional delegates recorded as present in the WSC roll call immediately prior to the vote must vote "yes" to the proposal.

**ARTICLE IV:
RIGHTS AND RESPONSIBILITIES
OF THE TRUSTEE**

SECTION 1: IDENTIFICATION OF TRUSTEE

Narcotics Anonymous World Services, Inc. a California nonprofit public benefit corporation, is Trustee of the Fellowship Intellectual Property Trust. Its bylaws are filed with the California Secretary of State.

SECTION 2: GENERAL RESPONSIBILITIES FOR TRUST PROPERTIES

The Trustee shall hold in a fiduciary capacity the right to control and use all Trust Properties, and specifically to manufacture and sell products generated from Trust Properties, so long as the Trustee's actions are not inconsistent with the directions of the Trustor.

SECTION 3: FIDUCIARY RELATIONSHIP TO TRUSTOR

The Trustee is a service entity which functions within the totality of the Fellowship of Narcotics Anonymous and, in so doing, endorses the aims, goals, and purposes of the Fellowship. The Trustee, including its members, officers, and employees, is and shall be subject to, and will abide by, the principles of the Twelve Traditions of Narcotics Anonymous as set forth in the book *Narcotics Anonymous*.

Further, the Trustee shall abide by motions adopted by the Trustor at each World Service Conference meeting, and shall implement decisions reached by the Trustor as they pertain to the administration of the Trust. This applies even to decisions reached by the Trustor which have the effect of modifying either the Trust Operational Rules or the Trust Instrument, provided those decisions are reached in a way that is consistent with Article VII of these Rules. It is herein specifically acknowledged that the Trustee acts as a fiduciary in its dealings with and on behalf of the Trustor.

SECTION 4: TRUSTEE COMPENSATION

Board members and officers of the corporation serving as Trustee shall serve without compensation, but may be reimbursed for expenses they incur in their service to the Trust.

No board member, officer, employee, or other person connected with the Trustee, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit generated by the Trust; provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services rendered to or for the Trustee in furtherance of its purposes.

SECTION 5: REGISTRATION OF TRUST PROPERTIES

The Trustee shall take all reasonable measures to register and protect the Trust's copyrights, trademarks, and service marks, both in their original forms and in their translated, adapted, or hybrid forms, in the United States and other countries where

those properties are used or are likely to be used, in accordance with the provisions of United States law and all applicable international intellectual property rights treaties.

**SECTION 6:
MANUFACTURE, DISTRIBUTION, AND SALE OF PRODUCTS**

The Trustee shall use, produce, print, manufacture, and/or reproduce products using Trust Properties, and shall offer such products for sale to the Beneficiary and the general public. The Trustee may enter into appropriate agreements and arrangements with third parties regarding the manufacture, distribution, and sale of products using Trust Properties.

**SECTION 7:
TRUSTEE AUTHORITY WITHOUT NOTICE OR PERMISSION**

In the absence of the Trustor's specific direction to the contrary, the Trustee may make the following decisions relative to administration of the Trust without prior notice to or permission of the Trustor:

1. The Trustee has complete discretion as to the manufacturing format of products generated from Trust Properties, including appearance, design, typeface, paper grade, binding, cover, ink, or other material.
2. The Trustee has complete discretion in the management of all affairs related to the perpetuation of the Trust's business, including contracts, leases, licenses, covenants, manufacturing specifications, inventory and production quantities, distribution and marketing policies and programs, and pricing of products generated from Trust Properties.
3. The Trustee has the complete discretion to make non-substantive corrections to Trust literary properties as those needs arise. *(see footnote 2, page 10)*
4. The Trustee has the authority to bundle, excerpt, and repackage Trust Properties.³
5. The Trustee has complete discretion to create enhanced electronic or digital versions of Trust Properties that include supplemental materials and connections to other fellowship materials. *(see footnote 2, page 10)*

³ The actual language adopted at WSC 2012 reads:

To allow the World Board to bundle, excerpt, and repackage Fellowship Approved literature without changes to the texts themselves. The World Board will announce these actions not less than 120 days in advance of publication.

SECTION 8: TRUSTEE OBLIGATION FOR NOTICE AND APPROVAL

Other than alterations that consist of non-substantive corrections, bundling, excerpting, and/or repackaging, or enhanced electronic versions of Trust Properties, the Trustee must notify the Trustor at least ninety days prior to any given biennial World Service Conference meeting of the Trustee's intent to publish or otherwise manufacture a product based on an alteration of any Trust Property. The Trustee may not publish or manufacture such a product prior to receiving the Trustor's approval at that biennial meeting. For such a proposal to be approved, two-thirds of the regional delegates recorded as present in the WSC roll call immediately prior to the vote must vote "yes" to the proposal. Where an alteration consists of a non-substantive correction, bundling, excerpting or repackaging, or an enhanced electronic version of Trust Properties, the Trustee shall provide not less than 120 days prior written notice to the Trustor of its intent to publish that product. (See footnote 2, page 10 and footnote 3, page 13)

SECTION 9: UTILIZATION OF REVENUES

From the revenues accruing from licenses, covenants, or sale of products generated from Trust Properties, the Trustee shall provide services as directed by the World Service Conference, including but not limited to the following:

1. The Trustee shall provide administrative, organizational, and logistical services to the World Service Conference of Narcotics Anonymous and the Fellowship of Narcotics Anonymous at large.
2. The Trustee shall provide service to individual addicts and groups of addicts seeking recovery from addiction, and shall assist the general public in understanding addiction and the Narcotics Anonymous program for recovery from addiction. Such assistance may include direct and indirect communication with addicts, organizations, agencies, governments, and the public at large.
3. The Trustee shall publish and distribute periodicals written or prepared by and/or for the World Service Conference.
4. The Trustee shall not utilize revenues generated from Trust Properties to engage in any activities or exercise any powers that are not in furtherance of the primary purpose of Narcotics Anonymous, which is to carry the NA message to the still-suffering addict.

SECTION 10: DISBURSEMENT OF TRUST REVENUE

The Trustee shall hold and manage in a fiduciary capacity the income produced by any of the activities described in Article IV, Sections 6 and 9, of these Rules in such a manner as to further the purpose described in Article I, Section 4, of the Trust Instrument.

SECTION 11: PROTECTION OF TRUST PROPERTIES

The Trustee shall have the duty and authority to protect the Trust Properties from infringement. The Trustee will utilize the following process to proceed with protection of the Trust Properties.

1. Before legal proceedings are initiated, the Trustee will request that all infringing parties cease and desist their infringement.
2. The Trustee will seek to resolve the infringement prior to filing formal litigation.
3. Prior to filing suit, at least three-quarters of the board members of Narcotics Anonymous World Services corporation must approve the action.
4. Prior to filing, the Trustee will report to all World Service Conference participants its intent to file infringement suit, unless the provision of such a report would demonstrably impair the Trustee's ability to effectively protect Trust Property. In the event that prior notice of intention to protect the intellectual properties of the Trust would jeopardize the success of any action, appropriate provisions or remedies such as injunctions and seizure orders may be sought without prior notice.
5. Once filed, settlement of infringement litigation shall be at the discretion of the Trustee.

SECTION 12: TRUSTEE REPORTING OBLIGATION

Each year, the Trustee shall give a full written report of its activities to the Trustor. This report shall be delivered to all participants of the World Service Conference at or before its biennial meeting, and shall be available at cost or less to any Narcotics Anonymous member. This report shall include:

1. A year-end financial report of the previous calendar year.
2. A description of all Trustee activities funded from proceeds generated by the Trust in the previous year.
3. A budget and project description for Trustee activities planned for the coming conference cycle.

An audit of the Trust for the previous fiscal year will be provided, upon completion, to all participants of the World Service Conference as Trustor. This audit shall be performed by a certified public accountant. Additionally, the Trustor may elect to instruct the Trustee to perform a review of operational practices and policies, above and beyond the review of internal controls and procedures which is conducted annually.

**ARTICLE V:
RIGHTS AND RESPONSIBILITIES
OF THE BENEFICIARY**

SECTION 1: FELLOWSHIP USE OF TRUST PROPERTIES

Use of NA's copyrights, trademarks, and service marks by NA groups, service boards, and committees is covered in a separate document called "Internal Use of NA Intellectual Property."

SECTION 2: BENEFICIARY IMPACT ON THE TRUST

The Beneficiary may take part in decisions affecting the Trust through the established Narcotics Anonymous service structure as described in the most recent Narcotics Anonymous service manual.

SECTION 3: INSPECTION OF TRUSTEE ACTIVITIES

Conditions of inspection

Any regional service committee or equivalent service body may inspect the records and operations of the Trust on behalf of the Beneficiary, provided the following conditions are met.

1. A motion to conduct an inspection of the Trust must be approved by a regional service committee or its equivalent.
2. The regional service committee wishing to inspect the Trust must assume the expense associated with the participation of its own representative in the inspection. All other costs associated with the inspection shall be borne by the Trustee.
3. The regional service committee must present a written request for inspection of the Trust, detailing its concerns and any particular areas of Trust operations it wishes to inspect.

Selection of inspection team

1. The regional service committee requesting the inspection will select two members of the World Board for inclusion on the inspection team. These two members will facilitate the inspection.
2. The regional service committee requesting the inspection will designate one of its participants to be included on the inspection team.

Inspection limitation

A Trust inspection conducted by a regional service committee on behalf of the Beneficiary may examine any aspect of the Trustee's operations, including all records, with the exception of documents privileged by law, including but not limited to the Trustee's personnel records.

Report of inspection

1. One of the two inspection team members drawn from the World Board will develop a report of the team's findings relative to the region's stated concerns. The report will include full documentation of the inspection team's findings.
2. The final report, along with a copy of the original request for inspection, will then be published in the next *Conference Report*.

**ARTICLE VI:
REVOCATION AND REASSIGNMENT OF THE
TRUSTEE'S RIGHTS AND RESPONSIBILITIES**

SECTION 1: CONSIDERATION OF REVOCATION

The Trustee's rights and responsibilities may be revoked and reassigned to another party by the Trustor, provided the following conditions are met:

1. A written petition to revoke the rights and responsibilities of the Trustee must be submitted to the World Service Conference. To be considered, the petition must meet one of the following conditions:
Either the petition must be signed by a third of the regional service committees recognized as voting participants in the most recent biennial meeting of the World Service Conference,
Or the petition must be signed by the World Board, the motion to submit such a petition having been approved by no less than two-thirds of the members of the World Board.
2. In order to be considered at any given biennial meeting of the World Service Conference, such a petition must be received between 1 June and 31 December of the previous year, allowing time for the petition to be distributed to Conference participants.
3. If the above criteria are met, the petition will be placed on the agenda of the next biennial meeting of the World Service Conference. Statements of the petitioners will be published with the petition itself in the *Conference Agenda Report*.

SECTION 2: REVOCATION PROCESS

1. A majority of regional delegates must approve before proceeding with the revocation process.
2. An ad hoc committee will be appointed. The committee will consist of the following:
 - a. four regional delegates
 - b. the chairperson and three members of the World Board, one of whom will chair the committee
3. This committee will hold two forums during the upcoming conference cycle to receive Fellowship input, and will provide accounts of those forums in the *Conference Report*.
4. In addition to those forums, the committee will meet at least twice, and will provide accounts of its meetings in the *Conference Report*.
5. At the conclusion of its study, this committee will prepare a written report to be included in the *Conference Agenda Report*, along with any motions or recommendations related to the proposed revocation.
6. Any motion to revoke the Trustee's rights and responsibilities arising from the committee's study will require approval of two-thirds of the regional delegates recorded as present in the WSC roll call immediately prior to the vote.

SECTION 3: REASSIGNMENT OF TRUSTEE RESPONSIBILITIES

Should the Trustee's rights and responsibilities be revoked, the Trustor will immediately direct the Trustee to assign those rights and responsibilities either to the Trustor or to the entity the Trustor wishes to administer the Trust. The Trustee shall comply immediately with such direction.

**ARTICLE VII:
REVISION OF TRUST RULES AND INSTRUMENT**

SECTION 1: REVISION OF TRUST OPERATIONAL RULES

The Trust Operational Rules may be revised by the “yes” vote of two-thirds of those regional delegates recorded as present in the World Service Conference roll call immediately prior to the vote.

SECTION 2: REVISION OF TRUST INSTRUMENT

Provisions of the Trust Instrument may be changed only under the following conditions:

1. Any motion to review proposed revisions to the Trust Instrument must receive the approval of a majority of regional delegates at the World Service Conference.
2. After such review is approved, proposed revisions will be open for a six-month review and input period, after which the proposed revisions will be presented in the *Conference Agenda Report* for adoption.
3. A motion to adopt any proposed revisions to the Trust Instrument will require a vote of “yes” from two-thirds of those regional delegates recorded as present in the World Service Conference roll call immediately prior to the vote.

**SCHEDULE A:
TWELVE STEPS AND TWELVE TRADITIONS, AS
ADAPTED FOR USE BY THE FELLOWSHIP OF
NARCOTICS ANONYMOUS**

License to adapt the Twelve Steps and Twelve Traditions for use by the Fellowship of Narcotics Anonymous granted by Alcoholics Anonymous World Services, Inc.

TWELVE STEPS

1. We admitted that we were powerless over our addiction, that our lives had become unmanageable.
2. We came to believe that a Power greater than ourselves could restore us to sanity.
3. We made a decision to turn our will and our lives over to the care of God *as we understood Him*.
4. We made a searching and fearless moral inventory of ourselves.
5. We admitted to God, to ourselves, and to another human being the exact nature of our wrongs.
6. We were entirely ready to have God remove all these defects of character.
7. We humbly asked Him to remove our shortcomings.
8. We made a list of all persons we had harmed, and became willing to make amends to them all.
9. We made direct amends to such people wherever possible, except when to do so would injure them or others.
10. We continued to take personal inventory and when we were wrong promptly admitted it.
11. We sought through prayer and meditation to improve our conscious contact with God *as we understood Him*, praying only for knowledge of His will for us and the power to carry that out.
12. Having had a spiritual awakening as a result of these steps, we tried to carry this message to addicts, and to practice these principles in all our affairs.

TWELVE TRADITIONS

1. Our common welfare should come first; personal recovery depends on NA unity.
2. For our group purpose there is but one ultimate authority—a loving God as He may express Himself in our group conscience. Our leaders are but trusted servants; they do not govern.
3. The only requirement for membership is a desire to stop using.
4. Each group should be autonomous except in matters affecting other groups or NA as a whole.
5. Each group has but one primary purpose—to carry the message to the addict who still suffers.
6. An NA group ought never endorse, finance, or lend the NA name to any related facility or outside enterprise, lest problems of money, property, or prestige divert us from our primary purpose.
7. Every NA group ought to be fully self-supporting, declining outside contributions.
8. Narcotics Anonymous should remain forever nonprofessional, but our service centers may employ special workers.
9. NA, as such, ought never be organized; but we may create service boards or committees directly responsible to those they serve.
10. Narcotics Anonymous has no opinion on outside issues; hence the NA name ought never be drawn into public controversy.
11. Our public relations policy is based on attraction rather than promotion; we need always maintain personal anonymity at the level of press, radio, and films.
12. Anonymity is the spiritual foundation of all our traditions, ever reminding us to place principles before personalities.

READER'S NOTES**INTRODUCTION**

Who says NA literature is *NA* literature? Who "owns" NA's literature and logos? Who may print and distribute our White Booklet, our Basic Text, our Daily Book, our IPs? What is done with the money paid for NA literature? How is that money accounted for? And what can we do if it's used improperly? The answers to these questions form the substance of the Fellowship Intellectual Property Trust.

The purpose of the Fellowship Intellectual Property Trust is to lay out the collective decisions the Narcotics Anonymous Fellowship has made over the years concerning its literature and logos. Anyone who has any questions about how NA literature is to be developed and approved, who "owns" it, how it may be changed and who may change it, who may print it, and what is to be done with the money resulting from its sale can easily refer to the Fellowship Intellectual Property Trust. In this one comprehensive document appear the policies our entire fellowship has created to preserve the integrity of its published message and the accountability of its publishing services.

These policies have been cast as a legal document, a "trust." This has been done, in part, because US law and international treaty regulate the way "intellectual property"—copyrights, trademarks, and other creations of the mind or spirit—should be administered. The legal "trust" framework has been used because it fits the relationship established in Narcotics Anonymous between the fellowship and its service bodies where NA literature and logos are concerned.

The intent of the trust is to provide assurance to our present and future membership that NA's properties are duly protected from misuse by anyone, including our world services. The trust clarifies and limits Narcotics Anonymous World Services responsibility and authority in administering those properties on the fellowship's behalf. NA's literature and logos belong to no one individual, board, or committee, but are held in trust for the Fellowship of Narcotics Anonymous as a whole. By casting the policies affecting this arrangement as a registered legal document, we ensure that those policies can be enforced, if need be, by the California state government.

EXHIBIT B

<u>Name</u>	<u>Relationship</u>	<u>Address</u>
Narcotics Anonymous World Services, Inc.	Trustee	19737 Nordhoff Pl., Chatsworth, CA 91311
Xavier Becerra	Attorney General	P.O. Box 903447, Sacramento, CA 94203
Alabama North West Florida Region	Trustor/Settlor/Beneficiary	209 20th St N., Box 170, Birmingham, AL 35203
Alaska Region	Trustor/Settlor/Beneficiary	PO Box 232635, Anchorage, AK 99523
Arizona Region	Trustor/Settlor/Beneficiary	PO Box 1351, Phoenix, AZ 85001
Arkansas Region	Trustor/Settlor/Beneficiary	1310 Eastside Centre Ct. 6 216, Mountain Home, AR 72653
Sierra Sage Region	Trustor/Settlor/Beneficiary	PO Box 11913, Reno, NV 89510
San Diego Imperial Counties Region	Trustor/Settlor/Beneficiary	PO Box 16505, San Diego, CA 92176
Northern California Region	Trustor/Settlor/Beneficiary	1820 Walters Ct., Suite A-1, Fairfield, CA 94533
California Mid-State Region	Trustor/Settlor/Beneficiary	PO Box 26105, Fresno, CA 93729
California Inland Region	Trustor/Settlor/Beneficiary	36 W. Williams St., Banning, CA 92220
Southern California Region	Trustor/Settlor/Beneficiary	1937 S. Myrtle Ave., Monrovia, CA 91016
Central California Region	Trustor/Settlor/Beneficiary	PO Box 1206, Ventura, CA 93002
Colorado Region	Trustor/Settlor/Beneficiary	PO Box 1437, Denver, CO 80201
Connecticut Region	Trustor/Settlor/Beneficiary	PO Box 1817, Meriden CT 06450

Free State Region	Trustor/Settlor/Beneficiary	217 N. Warwick Ave., Baltimore, MC 21223
Chesapeake and Potomac Region	Trustor/Settlor/Beneficiary	PO Box 8160, Silver Spring, MD 20907
Florida Region	Trustor/Settlor/Beneficiary	706 N. Ingraham Ave., Lakeland, FL 33801
South Florida Region	Trustor/Settlor/Beneficiary	PO Box 5842, Lighthouse Point, FL 33074
Georgia Region	Trustor/Settlor/Beneficiary	PO Box 420615, Atlanta, GA 30342
Hawaii Region	Trustor/Settlor/Beneficiary	PO Box 7669, Hilo, HI 96720
Washington Northern Idaho Region	Trustor/Settlor/Beneficiary	PO Box 55064, Shoreline, WA 98155
Southern Idaho Region	Trustor/Settlor/Beneficiary	PO Box 434, Twin Falls, ID 83303
Greater Illinois Region	Trustor/Settlor/Beneficiary	PO Box 973, Springfield, IL 62705
Chicagoland Region	Trustor/Settlor/Beneficiary	1701 S. First Ave., Suite 508A, Maywood, IL 60153
Indiana Region	Trustor/Settlor/Beneficiary	PO Box 2724, Kokomo, IN 46904
Iowa Region	Trustor/Settlor/Beneficiary	PO Box 5164, Des Moines, IA 50306
Mid-America Region	Trustor/Settlor/Beneficiary	PO Box 8732, Wichita, KS 67208
Bluegrass-Apalachian Region	Trustor/Settlor/Beneficiary	PO Box 910512, Lexington, KY 40591
Kentuckiana Region	Trustor/Settlor/Beneficiary	PO Box 1671, Bowling Green, KY 42101
Louisiana Region	Trustor/Settlor/Beneficiary	PO Box 86323, Baton Rouge, LA 70879

Central Atlantic Region	Trustor/Settlor/Beneficiary	PO Box 1959, Chesterfield, VA 23832
New England Region	Trustor/Settlor/Beneficiary	PO Box 690437, Quincy, MA 02269
Mountain Valley Region	Trustor/Settlor/Beneficiary	PO Box 1035, Brattleboro, VT 05301
ABCD Region	Trustor/Settlor/Beneficiary	PO Box 13504, Albany, NY 12212
Michigan Region	Trustor/Settlor/Beneficiary	726 Livernois Ave., Ferndale, MI 48220
Metro Detroit Region	Trustor/Settlor/Beneficiary	726 Livernois Ave., Ferndale, MI 48220
Upper Midwest Region	Trustor/Settlor/Beneficiary	PO Box 11376, Fargo, ND 58106
Minnesota Region	Trustor/Settlor/Beneficiary	6066 Shingle Creek Pwky, Suite 113, Brooklyn Center, MN 55430
Mississippi Region	Trustor/Settlor/Beneficiary	209 E. Capitol St., Jackson, MS 39201
Show-Me Region	Trustor/Settlor/Beneficiary	5544 S. 3rd St., St. Joseph, MO 64504
Montana Region	Trustor/Settlor/Beneficiary	PO Box 36, Helena, MT 59624
Nebraska Region	Trustor/Settlor/Beneficiary	PO Box 80091, Lincoln, NE 68501
Region 51	Trustor/Settlor/Beneficiary	PO Box 15206, Las Vegas, NV 89114
Northern NJ Region	Trustor/Settlor/Beneficiary	PO Box 8224, Newark, NJ 07103
New Jersey Region	Trustor/Settlor/Beneficiary	PO Box 4257, Trenton, NJ 08610

Rio Grande Region	Trustor/Settlor/Beneficiary	PO Box 90207, Albuquerque, NM 87109
Eastern New York Region	Trustor/Settlor/Beneficiary	PO Box 750766, Forest Hills, NY 11375
Greater New York Region	Trustor/Settlor/Beneficiary	154 Christopher St., Suite 1A, New York, NY 10014
Western New York Region	Trustor/Settlor/Beneficiary	PO Box 736, Buffalo, NY 14207
North Carolina Region	Trustor/Settlor/Beneficiary	PO Box 4581, Greensboro, NC 27404
Carolina Region	Trustor/Settlor/Beneficiary	2140 Carolina Place Dr., Fort Mill, SC 29708
Mountaineer Region	Trustor/Settlor/Beneficiary	PO Box 2381, Morgantown, WV 26502
Buckeye Region	Trustor/Settlor/Beneficiary	PO Box 1074, Kent, OH 44240
Ohio Region	Trustor/Settlor/Beneficiary	PO Box 546, Columbus, OH 43216
Oklahoma Region	Trustor/Settlor/Beneficiary	PO Box 18304, Oklahoma City, OK 73154
Pacific Cascade Region	Trustor/Settlor/Beneficiary	PO Box 7502, Eugene, OR 97401
Mid-Atlantic Region	Trustor/Settlor/Beneficiary	PMB 229 3440 Lehigh St., Allentown, PA 18103
Eastern Pennsylvania Region	Trustor/Settlor/Beneficiary	PO Box 271, Palm, PA 18070
Tri-State Region	Trustor/Settlor/Beneficiary	PO Box 423, Homestead, PA 15120
Greater Philadelphia Region	Trustor/Settlor/Beneficiary	7215 A Rising Sun Ave., 1st Floor, Philadelphia, PA 19111
South Dakota Region	Trustor/Settlor/Beneficiary	PO Box 1813, Sioux Falls, SD 57101

Volunteer Region	Trustor/Settlor/Beneficiary	PO Box 121961, Nashville, TN 37212
Tejas Bluebonnet Region	Trustor/Settlor/Beneficiary	6425 S. IH 35, Suite 150, PMB105, Austin, TX 78744
Best Little Region	Trustor/Settlor/Beneficiary	PO Box 30806, Amarillo, TX 79120
Lone Star Region	Trustor/Settlor/Beneficiary	1213 Executive Dr. East, Richardson, TX 75081
Red River Region	Trustor/Settlor/Beneficiary	PO Box 1461, Denison, TX 75021
Utah Region	Trustor/Settlor/Beneficiary	PO Box 1409, Salt Lake city, UT 84110
Wisconsin Region	Trustor/Settlor/Beneficiary	2525 N. Bowen St., Oshkosh, WI 54901
Upper Rocky Mountain Region	Trustor/Settlor/Beneficiary	PO Box 40182, Casper, WY 82604

EXHIBIT C

Internal Use of NA Intellectual Property

A statement of the NA Fellowship's policy on the reprinting of copyrighted NA recovery literature and the use of registered NA trademarks and service marks by NA groups, service boards, and committees.

NA Intellectual Property Bulletin #1 was approved by the Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at the World Service Conference on 27 April 1993, applicable as of 1 May 1993. It was amended at the World Service Conference in 1997 and 1998. This bulletin supercedes all previous Bulletins and policies pertaining to the use of copyrighted literature and registered trademarks and service marks by NA groups, service boards, and committees.

The Fellowship Intellectual Property Trust (FIPT) describes in detail how NA's name, trademarks, and recovery literature are protected and administered by Narcotics Anonymous World Services, Inc. (NAWS). It covers NA's name, trademarks and recovery literature in all forms, including translations, and all mediums, whether printed, electronic and any other media that may be developed in the future. Additional guidelines, contained in this and the other Intellectual Property Bulletins, for the use of NA's intellectual properties by the fellowship are presented as an adjunct to the FIPT. The guidelines are based partly on legal considerations and partly on the nature of NA. By following these simple steps, the fellowship will help ensure that NA's name, trademarks, and recovery literature will always be available to fulfill our primary purpose.

All matters not specifically addressed by the Intellectual Property Bulletins will be considered under the conditions of the Fellowship Intellectual Property Trust. Any questions or concerns about the Bulletins should be directed to NA's World Service Office.

This Bulletin reflects the policy affecting the use of NA intellectual property within the NA Fellowship. Use of the fellowships trademarks and recovery literature is a commitment to comply with these Guidelines. Usage inconsistent with the Guidelines is improper. Usage disputes are dealt with in Intellectual Property Bulletin #5.

Use by NA groups

These Guidelines outline the appropriate uses of NA logos and recovery literature by NA groups. The Guidelines also lay out criteria a group can use to avoid improper use. A description of the NA group—its nature, function, and role in the NA Fellowship—can be found in current NA service manuals. You are encouraged to review those sections describing groups prior to attempting use of the Guidelines described below.

Use by NA service boards and committees

Service boards and committees created directly or indirectly by NA groups may use NA logos and recovery literature in the ways described in these Guidelines so long as they register with NA World Services.

Use by individual NA members or others

Guidelines, in this or other Intellectual Property Bulletins do not grant individual NA members or those outside NA permission to use NA trademarks or intellectual property. Individual NA members or others who wish to use NA's trademarks or copyrighted recovery literature should write directly to NA World Services.

GUIDELINES FOR USE OF NA TRADEMARKS

Some of the NA Fellowship's registered trademarks are: the name "Narcotics Anonymous," the stylized NA initials, the diamond in a circle, and the original NA group logo, all shown below:



Guidelines for Use

Use of Narcotics Anonymous trademarks should always reflect the seriousness of our primary purpose and our spiritual foundation of anonymity. The Narcotics Anonymous name or trademarks should not be used by an NA group, service board or committee in any way that would imply legal liability or financial responsibility by or to another part of the fellowship, service structure, or outside enterprise.

Narcotics Anonymous trademarks should not be used in any way that would serve to endorse, finance, promote, or affiliate the NA Fellowship with any outside enterprise.

Narcotics Anonymous trademarks should not be used in conjunction with any law enforcement, political, medical, or religious slogans, themes, or other related materials.

Narcotics Anonymous trademarks should not be used or displayed in such a manner as to possibly offend or disrespect the sensibilities of other organizations, groups or NA as a whole.

Narcotics Anonymous trademarks should not be used in any manner that could draw us into public controversy.

Narcotics Anonymous trademarks should not be used on locally developed recovery literature.

"NA Fellowship Approved" trademark

The "NA Fellowship Approved" trademark is used to indicate that a piece of recovery literature has been approved by the Fellowship of Narcotics Anonymous as given voice by its groups through their regional delegates at the World Service Conference. The "NA Fellowship

Approved" trademark may not be used on any other materials.



Marking trademarks

Either the capital letter "R" or a "TM" should be placed inside a small circle to the right of all NA trademarks every time any of them are used. By doing so, we are showing that these logos are legally owned or registered trademarks. This is one way in which we help preserve the fellowship's legal right to ownership of its trademarks.

Protecting artwork

Whenever an NA group, service board, or committee has an artist create original artwork, drawings, designs, or screens using any NA trademark, the NA body should always be sure the artist signs a document releasing to the NA body his or her rights to the artwork, including the original rendering. By doing so, we ensure that neither the NA logos nor any artwork that has been created for the benefit of the fellowship can later be used to benefit a private individual or an outside business enterprise.

GUIDELINES FOR REPRODUCTION OF NA RECOVERY LITERATURE

NA World Services acts as the publisher of all NA Fellowship-approved recovery literature. As such, it has been entrusted with the responsibility to obtain copyright protection for these items on behalf of the fellowship. This ensures that the fellowship's message as presented in our books and pamphlets is not tampered with.

Narcotics Anonymous World Services is largely dependent on the income generated from the sale of NA recovery literature. This income is used to cover the costs of publishing as well as the expenses associated with other services provided to the World Service Conference and the NA Fellowship-at-large. A large part of NA World Service's income comes from NA groups who purchase recovery literature to distribute at their meetings. Many groups consider their purchase of NA Fellowship-approved recovery literature as one way in which they contribute to the unity and growth of NA as a whole.

Use by NA groups

As a general rule, no one has the authority to reproduce NA Fellowship-approved recovery literature without prior written permission from Narcotics Anonymous World Services. However, given the nature of our fellowship, our experience indicates that NA groups *and only NA groups* should have the authority to reproduce fellowship-approved recovery literature in certain instances. When preparing to reproduce NA Fellowship-approved recovery literature, NA groups should discuss the Fourth Tradition and follow all of these general guidelines:

1. An NA group should only reproduce NA Fellowship-approved recovery literature when it has a clear need to do so.
2. NA Fellowship-approved recovery literature reproduced by an NA group should be distributed only within that group. Such materials should always be given away free of charge; they should never be sold to generate income.
3. The text of NA Fellowship-approved books and pamphlets reproduced by an NA group should not be altered or modified in any way.
4. The copyright for the item being reproduced should be shown prominently as follows: "Copyright © [year of first publication], Narcotics Anonymous World Services, Inc. Reprinted by permission. All rights reserved."

Use by registered NA service boards and committees

Registered NA service boards and committees who wish to quote or reprint portions of NA Fellowship-approved recovery literature should always include the proper notation or credit identifying the origin of the quote or reprinted portion they wish to use. Generally speaking, the length of a reprint or quote should not exceed 25% of the original piece. In the case of NA books, reprints or quotes should not exceed 25% of a single chapter or section. In the case of an article from *The NA Way Magazine*, the entire piece may be used if the source is fully cited.

Any use of NA's name, trademarks or recovery literature that is not specifically covered is reserved to NAWS, Inc. The use covered in the Intellectual Property Bulletins does not create any other right or claim by the user to any of the fellowships marks under any theory of law, fact, or equity.

This is the document identified by name in the Fellowship Intellectual Property Trust Operating Rules, Article V, Section 1. It was approved by the Fellowship of Narcotics Anonymous as given voice by its groups through their regional service representatives at the World Service Conference as Trustor of the Fellowship IP Trust on 27 April 1993, and revised by the regional delegates at the World Service Conference on 30 April 1997, and 27 April 1998. It may be changed only by the Trustor.

To register, or for more information, contact the NA World Services,

PO Box 9999, Van Nuys, CA 91409 USA, Tel: (818) 773-9999, Website: www.na.org.

VERIFICATION

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STATE OF CALIFORNIA, COUNTY OF ORANGE

I have read the foregoing **PETITION FOR (1) INSTRUCTIONS; (2) ORDERS
FIXING COMPENSATION OF TRUSTEE; (3) REMOVAL AND REPLACEMENT OF
TRUSTEE; AND (4) SURCHARGE** and know its contents.

I am an authorized representative of Petitioner The Autonomous Region of Narcotics Anonymous, a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I am informed and believe that they are true.

Executed on January 27th, 2020 at San Jose, California

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Bill Fritz