

Review of legal documents – AAWS Lawsuit On Trademarks & Copyrights

<u>Exhibit</u>	<u>Document</u>	<u>Page</u>	<u>Content/Comments</u>
001	Plaintiff's First Request For Production Of Documents And Things To Defendant Frames Of Mind, Inc.	2	AAWS must have known about the letters, from staff members, "authorizing" the use of the logo in jewelry. Otherwise they would not have needed to include any letters from Waneta New or June Russell (Waneta was AAWS secretary & June GSO Staff) in their discovery request. Having known this— one would think caution would be indicated and wide consultation used before taking action.
002	ORDER – Judge Conboy 5/26/92	2	In this "order" AAWS lost its fight to have designs it didn't like ruled as unusable by F.O.M. (Also see item #029-A, Topic: AAWS Request for Conference)
003	Letter to Tom Jasper in response to questions on litigation	3	[newspaper article] "...Weber (Cynthia) said that AA has <u>never permitted</u> or licensed anyone to use their trademarks..." Based on Item #1 this is an easily identified false statement.
004	Letter from Tom Jasper in response to questions on litigation		"By what authority..." In the response it is only noted that the actions were taken <u>on the AAWS Board's authority</u> – but does not clearly answer the question of <u>who made the decision?</u> Obviously Tom recognizes that the authority needed here rests with an <u>entire board</u> . However, he seems to fail to recognize which board holds this authority and, it appears, acted as though it had been turned over to him.
005	Letters from Waneta New & June Russell (AAWS Secretary & GSO Staff, respectively)	2/26/76 3/9/76 3/27/96	These three letters give people permission to use the AA logo on jewelry and bumper stickers (decals). Since these are copies transmitted from GSO to F.O.M. (in its discovery request) it is most obvious that the attorney for AAWS & Tom Jasper knew that this had been done in the past. In the 5/27/76 letter it is obvious that this was not an isolated incident ("...As usual, please fill out..." ¶ 3) Not only that, but the list of suppliers contained companies who supplied a wide variety of items with our logo on them. I have no doubt that GSO had copies of the catalogs of these suppliers and were aware of the use of the logo.
006	Defendant Frames of Mind, Inc.'s First set to interrogatories To Plaintiff	5	"...identify each person who was involved in the promulgation or adoption of the guidelines regarding the use of marks contained in the AA General Service Manuals 1988/89 editions..." Not only are Conference members having their anonymity compromised, this kind of discovery precedes adding names as defendants in future suits having to do with the logo policy in the Service Manual. AAWS foolishly added unnecessary legal risk to the members of the Conferences that approved the noted policy.
007	Notice To Produce	7 & 9	Requests copies of letters from AA members in which the logos, or use of the logos, is a topic. Not only are Conference members compromised, here we see that individual AA members – writing in what they thought to be a complete anonymity – are compromised as well. Should individual names be used in a courtroom argument, or a legal brief, a members affiliation with AA could become a matter of public record.
008	Reply Declaration	2	States the F.O.M. suffered a 41% decline in sales as a direct result of AAWS's actions. Due to our unwillingness to pursue the lawsuit in California (Freedman Jewelry Co.), do we now stand to be held liable for a financial payment should F.O.M. decide to sue us for failure to live up to the Settlement Agreement

009	Notice of Cross-Motion	Exhibit L	Ms Weber states "...we are perfectly free to allow others to continue selling infringing designs..." Is this the way AA works – i.e. ' we don't care if we treat people equally or not, or who we hurt in the process of doing what we want.' As a matter of fact, our Twelve Traditions urge our members not to use this attitude as a misuse of autonomy.
010	Plaintiff's Memorandum Of Law In Support Of Motion To Enforce Settlement Agreement And Hold Defendant Frames Of Mind, Inc. In Civil Contempt Of A Court Order	Item I	"Plaintiff AAWS is the principal operating arm of Alcoholics Anonymous (AA)..." Doesn't this misrepresent AA? The 1992/93 Service Manual says on page S33 & S34, that the General Service Board is the "chief service arm". Has this Memorandum Of Law now changed the legal qualities of the General Service Board? Can AAWS, based on this description, now be held responsible for <u>all</u> of AA?
011	Plaintiff's Memorandum Of Law In Support Of Motion To Enforce Settlement Agreement And Hold Defendant Frames Of Mind, Inc. In Civil Contempt Of A Court Order	14	"...and profits made in violation of the order have been ascertained, they should be trebled..." This was asked for in addition to recompense for all legal fees incurred. How were we going to account for that? Are we now a Fellowship that is <u>punitive</u> ? Was this an effort to stop infringement or a witch hunt? Were we fulfilling our corporate responsibility or exercising power?
012	Affidavit In Support Of Motion For Enforcement And Contempt (Cynthia Weber – AAWS attorney)	3	In this affidavit of Ms Weber (AAWS attorney) it states "...the months of June and July, 1990, both parties conducted extensive discovery..." Was the General Service Board notified that AA's files were being 'reviewed' by someone outside of AA? If so, what action did the GSB take. <u>And, more importantly, is there a written record of the report and the action resulting from it?</u>
013	Affidavit In Support Of Motion For Enforcement And Contempt (Tom Jasper – Service Director)	2	"...AAWS is a New York, not-for-profit corporation which is the principle operating arm of the A.A. fellowship..." Isn't it odd that our own Services Director doesn't know which board is the chief operating arm of the fellowship? Isn't his statement a misrepresentation of our structure?
014	Affidavit In Support Of Motion For Enforcement And Contempt (Tom Jasper – Service Director)	8	"...Working with outside trademark counsel, we have established a procedure for dealing with unauthorized uses of our marks when they are brought to our attention..." Was the General Service Board made aware of this procedure? Did they agree? Are there records of this?
015	Affidavit (Cynthia Clark-Weber – AAWS attorney) (SEE #17)	2	"...Defendants were thus represented by five law firms during settlement negotiations..." Is this how we conduct ourselves—by powering over others? The reason the lawsuit was filed in the particular division of court in New York was because the judges definition of 'dissolution' was favorable to our case. As a matter of fact, without this definition we have no case – as was shown in the California case.
016	Affidavit (Cynthia Clark Weber – AAWS attorney)	Letter 6/12/90 Weber to Tingley page 2	"... your client's concern that his credit will be affected by entry of a consent judgment..." This seems quite far from the kind of reputation that AA ought to have – do we really want to go about destroying others? Will that not drag us into controversy?
017	Affidavit (Cynthia Clark Weber – AAWS attorney)	2	"... AAWS would <u>not</u> agree to release either Defendant from the Settlement Agreement if AAWS lost another lawsuit against another infringer <u>unless</u> there was a final adjudication that AAWS' marks had been abandoned or were generic..." Is the fear of this kind of judgment actually coming to pass the reason for dropping the California lawsuit and abandoning the logo? Had we gotten ourselves in such a legal corner that we had no other choice but to do the very thing we were attempting to stop?
018	Affidavit (Cynthia Clark Weber – AAWS attorney)	4	"...and explicitly said that Tom Jasper (Services Director of AAWS) will not agree to inclusion of this sentence..." This is in reference to treating all parties equally when it comes to logo designs. Specifically, this relates to activities by Wendells and Hazelden. When a review is made of the process used to get AAWS' approval of new designs-it becomes clear that preferential treatment was given to Wendells and Hazzelden.

019	Affidavit (Cynthia Clark Weber – AAWS attorney)	6	"...AAWS therefore agrees that it will take all reasonable steps to prevent such uses of the subject marks by others as come to AAWS' attention including filing suit for infringement, unfair competition and/or dilution..." Did this part of the settlement bind AA to something it wasn't interested in, or may have been opposed to? Was the General Service Board notified of this Agreement? If so, are there records of this? Did the GSB approve it?
020	Affidavit (Cynthia Clark Weber – AAWS attorney)	8 & 9	In these pages it becomes clear that the situation between Creative Arts, F.O.M., Wendells and Hazelden was a very poorly handled!
021	Affidavit (Cynthia Clark Weber – AAWS attorney)	12 #17	"...They are then sent to me for action..." Doesn't the introduction of legal means indicate the need for General Service Board discussion (in response to AAWS Board recommendation) prior to taking action?
022	Affidavit (Cynthia Clark Weber – AAWS attorney)	Letter 12/20/1989	Why was William Westman, a salesman from Wendells, copied on a Cease and Desist letter to Frames of Mind? Was Wendells mor involved that was described?
023	Letter to Conley Byrd, Ad Hoc Medallion Committee, 2/10/93	3	Item #6: "...We do not know when use of AAWS' marks on medallions began although at least one manufacturer claims to have begun use in the 1970's..." This is clearly a misrepresentation of the facts. Court documents prove that Mr. Jasper did in fact know more than he states. <u>How can any committee fulfill its task when those who are to provide it with information appear to do so in a biased and less than complete manner?</u>
024	Letter to Conley Byrd, Ad Hoc Medallion Committee, 2/10/93	5	Item #15: "...the entire legal responsibility for any actions of AA as a whole has been legally laid in the lap of the General Service Board..." This is represented as a fact when in actuality it is merely the opinion of one person. Whether that person has any legal training is not relevant. This opinion has never been tested in court. It is very possible that the part of our Charter which spells out the result of a 2/3 vote of the Conference could have some bearing on the legal definition. Until suc time as it is actually tested in court, caution ought to be the course of action rather than assuming immunity.
025	Table of Logo Registrations	1	A listing of the logos, when they were most recently registered, filed for, and what their serial number is

It should be noted that the defendant that allowed this AA member to review these documents was unable, by court decree, to provide a copy of the Settlement agreement which was originally reached. AAWS had insisted on a "confidentiality clause" which made the contents of the settlement privileged information.