



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT NEW YORK

-----x	:	
J.D. Salinger, individually and as	:	
Trustee of the J.D. Salinger Literary Trust,	:	09 Civ. 5095 (DAB)
	:	
Plaintiff,	:	ECF Case
	:	
- against -	:	STIPULATION AND ORDER
	:	
JOHN DOE, writing under the name JOHN	:	
DAVID CALIFORNIA; WINDUPBIRD	:	
PUBLISHING LTD.; NICOTEXT A.B.; and	:	
ABP, INC. d/b/a SCB Distributors Inc.,	:	
	:	
Defendants.	:	
-----x	:	

IT IS HEREBY STIPULATED AND AGREED, by and among plaintiff J.D. Salinger, individually and as Trustee of the J.D. Salinger Literary Trust ("Salinger") by his undersigned counsel on the one hand; and defendants ABP, INC. d/b/a SCB Distributors Inc. ("SCB"), by its undersigned counsel; and Fredrik Colting writing under the pseudonym John David California ("Colting"), Windupbird Publishing Ltd. ("Windupbird"), and Nicotext A.B. ("Nicotext"). (collectively, "defendants") on the other hand; hereby agree as follows:

Salinger et al v. John Doe et al

Doc. 9

1. Plaintiff's application by order to show cause for preliminary injunction enjoining and restraining defendants from the manufacture, publication, distribution, advertisement, sale or other dissemination of a book entitled *60 Years Later: Coming Through the Rye* (the "Book"), currently returnable before this Court, June 8, 2009 at 2:30 P.M. _____, be and hereby is adjourned to and including June ~~17~~, 2009 at ~~11:30 A~~ M.; and

2. Answering papers of the defendants on the aforesaid application shall be served by email and/or by hand as appropriate to counsel for Salinger on or before June 15, 2009; and

UNRECORDED

4.00 PM

UNRECORDED

~~MEMO ENDORSED~~

~~3. Reply papers of the plaintiff on the aforesaid motion shall be filed and served by email and/or by hand in appropriate circumstances by 5:00 PM on June 22, 2009, and~~

No Reply.

4. Pending hearing of the aforesaid motion, defendants and each of them and any one acting under their direction or pursuant to their control, agree that:

MEMO ENDORSED

(a) They shall not manufacture, publish, distribute, ship, advertise, promote, sell or otherwise disseminate any copy of the Book or any portion thereof, in or to the United States, including but not limited to "review" or "galley" copies of same;

(b) They shall, within 24 hours of execution hereof, instruct Amazon.com and any other bookseller, wholesaler or distributor in the United States who is or will be authorized to distribute the Book, not to solicit or accept further pre-orders for the Book and/or to fulfill any pre-orders for same, pending further notice;

(c) They shall, within 24 hours of execution hereof, request that Amazon.co.uk and Waterstones.com not ship any copies of the Book to the United States, pending further notice; and

(d) Nicotext, Windupbird and Colting shall, within 24 hours of execution hereof, instruct Turnaround Distribution Ltd. in the United Kingdom, and any and all other booksellers, wholesalers and distributors who are or will be authorized to distribute the Book, not to ship copies of same to the United States.

5. Except as specifically set forth above, nothing contained herein shall constitute an admission of liability or a waiver of any right, remedy or defense by any party.

Dated: New York, New York
June 4, 2009

DAVIS WRIGHT TREMAINE LLP

By: Marcia B. Paul
Marcia B. Paul (MBP 8427)
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New York, New York 10019

Attorneys for Plaintiff
J.D. Salinger, individually
and as trustee of the
J.D. Salinger Literary Trust

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ABP, INC. d/b/a SCB Distributors Inc.,

NICOTEXT A.B.

By: Fredrik Colting

Fredrik Colting
FREDRIK COLTING

WINDUPBIRD PUBLISHING LTD.

By: Fredrik Colting

SUBMITTED:
Deborah A. Batts
Hon. Deborah A. Batts, U.S.D.J.