

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

**Case No.: 1:19-CR-00018-ABJ**

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROGER J. STONE, JR.,

Defendant.

**ROGER J. STONE'S RESPONSE TO THE COURT'S MINUTE ORDER OF  
MARCH 1, 2019, GRANTING IN PART DEFENDANT'S MOTION TO SEAL [DE 51]**

(1) "Imminent general release" was a misnomer. The attached Declaration of the

Publisher sets forth the distribution/publication dates:

7. The completed interior of the New Edition was uploaded to the printer on January 17, 2019. The completed cover of the New Edition was uploaded to the printer on January 18th, 2019. Printed copies of the New Edition shipped from the printer on February 1st, 2019. Copies of the New Edition were available at bookstores nationwide on or before the publication date of February 19th, 2019.
9. As just stated, the official publication date for the purposes of offering for sale, of the New Edition, including [DE 51-2 filed under seal], was February 19th, 2019. Nevertheless, NDP Bookscan shows that copies of the New Edition had arrived at bookstores as early as the first week of February. Because there was no strict-on-sale date for retailers, retailers began selling the New Edition when they received it. As a result, by February 16, 2019 there had been cumulative sales to consumers of 96 copies.
10. By virtue of the steps outlined above, prior to both February 8th, 2019 and February 21st, 2019, the New Edition had already been printed, shipped and distributed to the public and no changes could be made.

*See* Attachment A, Declaration of Anthony Lyons.

(2) The matter was not brought to the Court’s attention in connection with the February 8, 2019 response (DE 28) because at that time there was no restraint on Defendant’s speech or communicative ability, nor was there any such restraint until the conclusion of the February 21, 2019 hearing.

The “nature of an order” that counsel suggested at the February 21, 2019 hearing was a forward-looking order of restraint should the Court impose any restraints. To have injected into that discussion comments about [DE 51-2 under seal] which was submitted to the Publisher in mid-January, before Defendant’s arrest, and over which Defendant, according to the Publisher, had “no control over the the printing, distribution, or sales of the New Edition” (Attachment A, ¶ 11), was not responsive to the show cause order. After the Court announced its ruling, the hearing came to a swift conclusion.

The fact that while on February 21, 2019, counsel suggested some limits as a future remedy, it did not occur to counsel that he should then (or in the February 8, 2019 Response) present issues regarding Mr. Stone’s prior writings—namely, in January 2019.

(3) The Motion to Clarify, although not clear on the “general release” date, was and remains a good faith effort to alert the Court to a portion of a publication which was written before Defendant’s arrest and is now offered for sale, during a time when the February 21, 2019 restrictions are in place.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 4, 2019, I electronically filed the foregoing with the Clerk of Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record or pro se parties, via transmission of Notices of Electronic Filing generated by CM/ECF.

*United States Attorney's Office for the  
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*United States Department of Justice  
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**DECLARATION OF ANTHONY LYONS**

I, Anthony Lyons, hereby declare:

1. I am the publisher of Skyhorse Publishing, Inc., (“Publisher”) in New York City.
2. Skyhorse Publishing is the publisher of The Myth of Russian Collusion (the “New Edition”) authored by Defendant Roger J. Stone, Jr.
3. The aforementioned book was originally published on January 31st, 2017 under the title The Making of the President 2016 (the “Original Edition”).
4. On December 17th, 2018 Publisher and Roger Stone executed an agreement which provided in part for Mr. Stone to write \_\_\_\_\_ to the Original Edition, to be delivered to Publisher by January 15th, 2019, so that it could be included with the New Edition which was to be printed in late January, 2019.
5. On January 14th, 2019, Mr. Stone delivered the first draft of the \_\_\_\_\_ to Publisher for editing.
6. On January 15th, 2019, Mr. Stone approved Skyhorse’s final edits to his initially submitted draft \_\_\_\_\_.

7. The completed interior of the New Edition was uploaded to the printer on January 17th, 2019. The completed cover of the New Edition was uploaded to the printer on January 18<sup>th</sup>, 2019. Printed copies of the New Edition shipped from the printer on February 1<sup>st</sup>, 2019. Copies of the New Edition were available at bookstores nationwide on or before the publication date of February 19th, 2019.
8. Concurrently with the shipment of copies of the New Edition to retail stores, the Publisher sent either press releases or electronic copies to book reviewers and other media outlets, including TV and radio stations. Printed copies were sent only to outlets that specifically requested them.
9. As just stated, the official publication date for the purposes of offering for sale, of the New Edition, including the new introduction, was February 19th, 2019. Nevertheless, NPD Bookscan shows that copies of the New Edition had arrived at bookstores as early as the first week of February. Because there was no strict-on-sale date for retailers, retailers began selling the New Edition when they received it. As a result, by February 16<sup>th</sup>, 2019 there had been cumulative sales to consumers of 96 copies.
10. By virtue of the steps outlined above, prior to both February 8th, 2019 and February 21st, 2019, the New Edition had already been printed, shipped and distributed to the public and no changes could be made.
11. After his approval of the \_\_\_\_\_ on January 15th, 2019, Mr. Stone had no control over the printing, distribution, or sales of the New Edition.

I declare under penalty of perjury that the foregoing is true and correct. Executed in New York, New York this 4<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Anthony Lyons, Publisher