

AOR 2012-24

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July 10, 2012

REQUEST FOR ADVISORY OPINION

Federal Election Commission
OFFICE OF GENERAL COUNSEL
999 E Street N.W.
Washington, DC 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
2012 JUL 11 PM 3:21
OFFICE OF GENERAL
COUNSEL

Re: Request for Advisory Opinion

Dear Commissioners:

The undersigned represents Dean Peterson ("Peterson"), an individual who intends to form a limited liability entity taxed as a partnership (the "Publishing Company"). This Request for Advisory Opinion ("Request") is submitted pursuant to 2 U.S.C. § 437f on behalf of Peterson.

Facts

Lee Byberg is a candidate for United States Congress from the Seventh Congressional District of the State of Minnesota ("Byberg"). Byberg was also a candidate for the same office in 2010. Byberg for Congress ("Committee") is the Federal Election Commission-registered authorized committee relating to Byberg's campaign.

Peterson has contributed the maximum permissible amount relative to the 2012 election to Committee and has, from time to time, provided volunteer services on behalf of the Committee and referred potential contributors to the Committee in a volunteer and unofficial capacity. Peterson is not and has never been a paid employee or consultant to Committee, has no official role or position with the Committee and is not otherwise an officer or other representative of the Committee. Peterson has no authority or role in overseeing, directing and/or controlling the Committee's activities (either directly or indirectly) and does not, and has never had, any access to any non-public information regarding the Committee's actual or planned activities, expenditures, budgets or any other similar information.

Byberg and Peterson are both businessmen in the Willmar, Minnesota (west central Minnesota) area and are members and/or have been involved in numerous business and civic associations (Chamber of Commerce, Lion's Club, Jaycees, etc.) as well as being heavily involved in local charitable ministry organizations. For many years, Peterson has been involved in numerous different business enterprises and activities.

During the course of their professional relationship (and more than a year ago), Peterson suggested to Byberg that Byberg's life story was very compelling and would make a good book. Byberg commented that he was unfamiliar with the book writing, publishing and marketing process and

would not know how to do the same. Peterson indicated that he (Peterson) was familiar with the "self-publishing" industry (i.e., the "non-vanity" publishing industry) because of Peterson's involvement in a business venture with an individual who had recently written and "self-published" his own book.

Peterson also indicated that he was interested in entering into the "self-publishing" industry himself and that he could assist Byberg in getting his Book published and distributed (with both a profit-making motive and an educational motive, as Peterson believes that Byberg's life story is instructive). Through contact with the individual who had recently written and self-published his book, Byberg located an author in California to assist in writing his Book.

Pursuant to a written agreement between Byberg and RootSky Creative, LLC, a California limited liability company (the "Writer Agreement"), Byberg is the owner of all publishing and distribution rights relative to a book (the "Book") which Byberg is in the process of co-writing with an employee of RootSky Creative, LLC (the "Writer"). All costs of procuring the Writer's services have been and/or will be paid by Byberg using his personal funds. No monies of Committee have been or will be used to procure the Writer's services.

The primary subjects of the Book are the life and faith story of Byberg and various public policy issues. Although the Book will likely contain historical and/or factual information regarding Byberg's past involvement in political campaigns (including his 2010 candidacy for United States House of Representatives), as well as issues of public concern and potential legislative approaches to such issues, no part of the Book will, expressly or by implication, advocate the election or defeat of any candidate for federal elective office (including without limitation advocating the election of Byberg to the United States House of Representatives in 2012).

As indicated above, Byberg does not have a publishing contract relative to the Book with a "major" or "vanity" publishing company. Rather, Byberg desires to self-publish the Book by licensing all printing, distribution and marketing/promotional rights relative to the Book ("Book Rights") to Publishing Company to be formed by Peterson and which will be solely owned by Peterson and/or owned by Peterson and other individuals to whom Peterson is related and/or with whom Peterson is acquainted (but none of whom will constitute employees, officers, agents or other representatives of the Committee).

To effect the license of the Book Rights, Publishing Company and Byberg will enter into a written publishing and distribution agreement to be drafted by legal counsel (the "Publishing and Distribution Agreement"). The Publishing and Distribution Agreement is expected to contain the following terms (with additional terms to be negotiated between Byberg and Publishing Company on an arms'-length basis):

- i. Publishing Company is entitled to exclusive worldwide publishing, distribution and marketing/promotional rights relative to the Book for a two (2) year term, subject to renewal at Byberg's option and subject to termination if Publishing Company is in breach.

- ii. Publishing Company is granted no rights to alter or amend the Book without Byberg's prior written approval.
- iii. Byberg is entitled to reasonable approval rights relative to marketing/promotional content but will not otherwise control or direct, whether expressly or by implication, any activities of Publishing Company.
- iv. Publishing Company will exercise commercially reasonable efforts market, promote, sell and distribute the Book in hard copy and electronic format, through local bookstores throughout the State of Minnesota and/or on-line through commercial sellers, such as Amazon.com.

Hard copy publication will consist of Publishing Company purchasing a "run" of printed Books from a printing company (likely several hundred or thousand), storing such Books at Publishing Company's offices, and selling the Books through brick-and-mortar bookstores (either on a consignment or at wholesale with ability to resell basis) and/or on Publishing Company's website (with reasonable shipping charge added to the standard cover price). Publishing Company believes that its up-front payment for "runs" of the Book is consistent with normal industry practice. (For example, the Amazon "CreateSpace"¹ service does not require an author to expend any upfront costs to self-publish hard copies of a book. Rather, when a book order is placed, Amazon will publish a hard copy of the book and ship the book to the purchaser, then remitting to the author the royalties, all without the author spending any money in advance.)

Electronic publication would involve an on-line "e-book" for which compensation is paid to the on-line retailer (such as "KindleBooks" (see footnote 1)) for each Book sold, on a case-by-case basis.

Publishing Company may also market, promote, sell and distribute the Book through civic organizations and/or churches throughout the State of Minnesota, such as by attending various meetings and/or functions to promote the Book (book signing events/parties, whether public or private, as well as other commercial promotional settings).

Byberg may or may not be present at such Book promotional events. Whether or not Byberg attends Book promotional events (including without limitation those conducted through civic organizations and/or churches), the content and subject matter of the same will be limited to promotion of the Book only. No part of *any* of Publishing Company's Book promotional events (whether or not Byberg is in attendance) will, expressly or by implication, advocate the election or defeat of any candidate for federal elective office (including without limitation advocating the election of Byberg to the United States

¹See <http://www.amazon.com/gp/seller-account/mm-summary-page.html?topic=200260520>.

House of Representatives in 2012) and no amounts spent by Publishing Company as and for marketing activities will be spent at the request or suggestion of, Byberg, the Committee or any officers, directors, agents or other representatives of the Committee. All decisions relative to Publishing Company's marketing expenditures will be made by Publishing Company personnel, none of whom will constitute employees, officers, agents or other representatives of the Committee.

No part of Publishing Company's advertising relative to the Book will constitute a "coordinated communication" under FEC regulations (11 C.F.R. § 109.21) or an "electioneering communication" under FEC regulations (11 C.F.R. § 100.29).

No Committee funds will be used to pay any costs of Book promotional events or the travel costs of Byberg's attendance at such Book promotional events (such costs will either be borne by Publishing Company or Byberg personally). Committee funds will be used to pay all or some of the actual out-of-pocket travel expenses of Byberg for appearing at Committee events (none of which will involve any Book promotional efforts.) No Book promotional activity will occur at any event or during any trip for which travel expenses have been paid by Committee, and no Committee/election-related activity will occur at any event or during any trip for which travel expenses have been paid by Publishing Company.

- v. Byberg will be entitled to a royalty in the amount of ten percent (10.0%) of all gross sales resulting from the Book, with a fifty percent (50%) discount for "bulk purchases" available to any person or entity purchasing fifty (50) copies or more of the Book². Publishing Company believes that these terms are commensurate to the rate that publishers under normal industry practice make available to large purchasers under standard conditions³.

All royalties allocable to Byberg (regardless of the source of the purchaser of the Book) will be donated by Publishing Company directly to charitable organizations that are recognized by the Internal Revenue Service as exempt from taxation under Internal Revenue Code Section 501(c)(3) as selected by Byberg at any time and from time to time. Byberg will report on all applicable federal and state income tax returns all

²Our research indicates that this royalty rate is commercially reasonable based on typical royalty rates offered by traditional publishers of ten to twenty percent (10-20%). See, e.g., Andy Ross, The Book Deal: Royalties, <http://redroom.com/member/andy-ross/blog/the-book-deal-royalties>; George Anders, Authors Smile If Amazon Is the Publisher, Bezos Says, <http://www.forbes.com/sites/georgeanders/2012/04/13/authors-smile-if-amazon-is-the-publisher-bezos-says/>; Rachel Deahl, Self-Made Bestseller Weighs Traditional Deals, available at <http://www.publishersweekly.com/pw/by-topic/industry-news/publisher-news/article/51416-self-made-bestseller-weighs-traditional-deals.html>. Copies of these articles are attached for reference as Exhibits A, B and C.

³Our research indicates that a 50% or greater price for "bulk" purchases is common in the publishing industry. See Andy Ross, The Book Deal: Royalties, <http://redroom.com/member/andy-ross/blog/the-book-deal-royalties>. (See Exhibit A attached).

royalties as having been received and subsequently donated to these charitable organizations. At no time so long as Byberg is a candidate for federal office will Byberg actually receive any of the royalty monies directly from Publishing Company⁴.

- vi. Other than the Royalties paid directly to charitable organizations as described at (v) above, Byberg will receive no compensation or remuneration of any kind or nature from Publishing Company relative to the Book; *provided, however*, that Publishing Company may pay directly, or reimburse Byberg for, actual and necessary travel expenses in connection with marketing or promotional appearances reasonably requested by Publishing Company from time to time as described at (iv) above. All marketing or promotional appearances by Byberg will be performed on Byberg's own time and will not be undertaken using any Committee resources or otherwise in conjunction with Committee activities or events.
- vii. No equity owners, officers, directors or employees of Publishing Company are or at any time will be officers, employees or contractors of the Committee, and no part of any of Publishing Company's efforts are or at any time will in any way be directly or indirectly controlled or directed by any officers, employees, or contractors of the Committee. No Committee funds will be used to fund any of Publishing Company's publication, marketing/promotional and/or distribution efforts relative to the Book (including without limitation payment of costs of any Book promotional events described at (iv) above).

Opinions Requested

In view of the foregoing facts, Peterson requests an advisory opinion from the Commission with respect to each of the following:

1. Ownership of Publishing Company by Dean Peterson. As indicated above, Byberg does not have a book publishing contract with a "major" or "vanity" publishing company and must therefore rely on a more non-traditional means of distributing his Book to the general public. Byberg therefore intends to contract with Publishing Company as a means of self-publishing, distributing and selling the Book. The Committee has not been, and will not be, involved in any way with the writing, publication, marketing/promotion or sale of the Book, all of which has been and will be conducted utilizing Byberg's personal funds and/or the funds of Publishing Company.

Peterson therefore requests the written opinion of the Commission as to whether or not Publishing Company may be wholly-owned and operated by Peterson (with Peterson serving as the sole officer and director/governor of Publishing Company) without the activities of Publishing Company in printing, marketing/promoting and selling the Book being deemed an in-kind contribution to the

⁴Mr. Byberg is not currently a federal officeholder. In the event Mr. Byberg is elected to the United States Congress, then the publishing contract and royalty payment structure will be re-negotiated in keeping with all applicable ethics rules of the United States House of Representatives.

Committee by virtue of Byberg's status as a candidate for federal office and Peterson's status of having contributed the maximum amount permitted to Committee in 2012.

2. Involvement of Dean Peterson with Publishing Company.

a. If the Commission determines at (1) that Publishing Company activities would be deemed an in-kind contribution to the Committee, would the Commission's opinion differ if Mr. Peterson was not the majority owner of Publishing Company, and the majority owners of Publishing Company were *not* contributors to the Committee (whether in the past or in the future), even if such persons were related to and/or acquainted with Peterson?

b. If the Commission determines at (1) that Publishing Company activities would be deemed an in-kind contribution to the Committee, would the Commission's opinion differ if Peterson were not an officer and/or was not the sole governor/director of Publishing Company (thereby having no day-to-day "control" over Publishing Company's activities)?

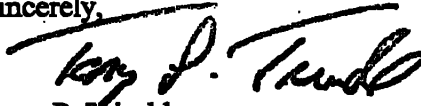
3. Payment of Attendance at Promotional Events. As indicated above (item (iv)), Publishing Company intends to pay all or some of the actual out-of-pocket travel expenses of Byberg for appearing at Book promotional events as described at (iv) above (which will not involve any election-related activity). Similarly, Committee intends to pay all or some of the actual out-of-pocket travel expenses of Byberg for appearing at Committee events (none of which will involve any Book promotional efforts) as described at (iv) above. Under such circumstances, Peterson requests the written opinion of the Commission as to whether or not payment by Publishing Company of Byberg's Book promotional travel expenses would constitute an in-kind contribution to the Committee.

Conclusion

It is our understanding that Advisory Opinions will be issued within sixty (60) days after receipt of the written request.

Please direct all correspondence regarding the foregoing Request to the undersigned at the office indicated on the first page of this Request.

Sincerely,


Tony P. Trimble
Matthew W. Haapoja
\mh

cc: Dean Peterson (w/encl.)

**EXHIBIT A TO
FEC ADVISORY OPINION REQUEST**

Requester: Trimble & Associates, Ltd. on behalf of Dean Peterson



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ANDY ROSS (/member/andy-ross)

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The Book Deal: Royalties

Reviews (/member/andy-ross/reviews) | Contact (/member/andy-ross/contact)
BLOG POST BY ANDY ROSS (/MEMBER/ANDY-ROSS) - NOV.02.2009 - 9:29 AM

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(2)

Almost all publisher contracts pay authors through a system of royalties, a certain defined percentage of revenue based upon sales of the contracted book. The concept is simple, but it can get quite complicated in practice. Let's talk about the different formulas that publishers use in calculating royalties and how these translate in income for the author.

At the outset, it is worth noting that for the majority of authors who get published by trade publishers, royalties don't really matter. Most books never earn out their advance, and authors never receive a royalty check. Big time celebrity agents often like to brag that if a book "earns out" the advance, they haven't been doing their job. And there is certainly something to be said for this argument. It means that the agent negotiated a sweet deal, and the author ended up with more money than she would have otherwise earned.

We discussed advances last week. We mentioned that advances are just that: advances against royalties. An author will never see a royalty check until the net earnings from royalties exceeds the advances paid. We also had a little fun trying to estimate the total advance on Sarah Palin's book some hypothetical assumptions.

The royalty rate is negotiated in the "deal points" phase of contract negotiations, before the contract language is worked out. A typical royalty arrangement for cloth bound books from a major publisher is: 10% (of retail price) on the first 5,000 sold; 12.5% on the next 5000; 15% thereafter. More important authors might be able to sweeten this deal some. But it is unusual. Royalties on trade paperbacks are less and usually start at around 7.5%. They can increase on volume sales. Remember that these percentages are based on "list price" or "retail price" or "cover price". All of these terms refer to the price marked on the cover of the book. Thus, if retailers discount the price of the book to the consumer (as they frequently do), it has no impact on the author's earned royalty. The recent price wars amongst Amazon, Wal-Mart and Target, in which books are being sold far below their cost as loss leaders, have no impact on the royalties being paid to the authors.

Some publishers, mostly smaller publishers, calculate the royalty as a percentage of the publisher's net revenue. This is quite a different accounting method than one based on the retail price. Net revenue will vary from publisher to publisher. But in general, publishers sell books to vendors for 50% less than retail. If your contract calls for royalties based on "net", then you should be seeing royalty percentages that are double those of those based on retail price. If you aren't seeing that, then it is not a very good book deal.

The calculations can get murkier when you consider that almost all publishers have provisions in the contract to reduce author royalties on sales where the publisher has offered unusually large discounts to the retailer. Typical deep discounting language in a contract might be the following: "When the publisher grants discounts in excess of 50%, author's royalties shall be half of the royalties otherwise due."

Hmm. Interesting. So this means that if a publisher sells a book for 51% discount, and



(/member/andy-ross)

Contact (/user/register) Connect

ABOUT ANDY (/user/register)

I am a literary agent working out of Oakland, California. Prior to becoming an agent, I was the owner of Cody's Books for 30 years. My agency web site is: www.andyroagency.com.

Read full bio > (/member/andy-ross/bio)

CONNECTIONS



(/member/lamont)



wagona (/member/wagona)
ANDY has 2 connections

View all > (/member/andy-ross/connections)

receives 1% less than otherwise, the author will have his royalty reduced by 5%. This doesn't seem fair—at least, not fair to authors.

A lot of these deep discount deals are for bulk sales to big box stores or special sales to corporations and institutions. The discounts can be as high as 55-60%. So it is probably fair that the author should make some kind of sacrifice. But wait! Maybe not. Consider that these high volume sales are shipped to a single location, packed on skids, a single invoice to account for, no returns permitted. The publisher is making considerable profit on these bulk sales.

In my humble opinion, these deep discount provisions are entirely one-sided and have the effect of reducing author royalties on transactions that are actually more profitable to publishers. Unfortunately, these provisions are frequently difficult to change in negotiation. I try to define exactly what classes of vendors they apply to and put into the contract that the provision will only apply to sales outside of normal book trade distribution channels. Otherwise, one could find that most of one's royalties are going to be based on rates offered in the deep discount provisions, not on the negotiated standard royalty rates.

If you ask anyone in publishing, they will tell you that all thought about the future is centered around the role of e-books. The royalty on e-books has moved to the fore and is now an element of the deal point negotiation. As of now, there is not a firm rule of thumb for e-book royalties. I have seen royalties offered anywhere between 15% - 50% of publisher revenue. Random House, the largest trade publisher, has been offering 25%. I suppose that is as good an indicator as anything else of a prevailing practice.

At the moment, e-books account for less than 2% of book sales. But this could change dramatically and quickly in the coming years. Thus a bad royalty on e-books might not mean much money now. But could be substantial as the e-book takes hold of the marketplace.

It seems to me that an author should be entitled to a much larger portion of an e-book sale than of a physical book. After all, publishers have considerably lower costs in manufacturing, distribution, and returns. But the royalties being offered to authors on e-book sales don't seem to account for these savings by the publisher.

Keywords:

Comments 2

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(/member/mara-buck)

[Mara Buck \(/member/mara-buck\)](#)

NOV.02.2009 - 4:22 PM

[E-who? \(/member/andy-ross/blog/the-book-deal-royalties#comment-44475\)](#)

Last year, thinking Kris Kringle might spring for a Kindle, I asked the "geek squad" at the nearest big box store to show me one. Huh? How do you spell that? Is that the name of a group? (Brain waves move at a slower pace up here in the backwoods!) My little corner of the world aside, I'm sure you're right about the future of e-books and all of us should heed your advice.

As always, Andy, great useful info.

Thanks, Mara

**EXHIBIT B TO
FEC ADVISORY OPINION REQUEST**

Requester: Trimble & Associates, Ltd. on behalf of Dean Peterson

Forbes



George Anders, Contributor

I write about management, careers and unforgettable personalities.

TECH | 4/13/2012 @ 2:40PM · 2,508 views

Authors Smile If Amazon Is the Publisher, Bezos Says

A battle is raging between New York's major publishers and Amazon.com about the future of the book business. Stirring the pot some more, Amazon.com founder Jeff Bezos wants the world to know: some bestselling authors smile when his company is their publisher.



Image via CrunchBase

In his annual letter to shareholders, Bezos provides full-paragraph testimonials from five writers who say they are thrilled to be published electronically by Amazon's Kindle Direct Publishing. A.K. Alexander, author of "Daddy's Home," says "Amazon has allowed me to really spread my wings." Theresa Regan, author of "Abducted," says writers "can get their work in front of readers without jumping through insurmountable hoops." She has sold nearly 250,000 copies of various novels through Amazon.

Bezos doesn't directly allude to Amazon's many points of friction with the publishing industry. Amazon's push for low prices and its willingness to sign up authors directly, rather than dealing with their publishers as intermediaries, are jolting the book industry's traditional ways of doing things. Meanwhile, the Justice Department this week brought suit, alleging that some publishers conspired with Apple to raise prices on e-books beyond the \$9.99 that Amazon was charging at the time.

Instead, Bezos argued that authors can get a better deal by publishing with him. Amazon offers 70% royalties on e-books selling at what he called "a reader-friendly \$2.99," as opposed to blended royalty rates of 17.5% through traditional publishers. He observed that books would need to sell at \$11.43 apiece for authors to match Amazon's royalty rate, adding: "I assure you that authors sell many, many more copies at \$2.99 than they would at \$11.43."

Authors publishing through Amazon tend to be writers of romance and self-help books, rather than critically acclaimed non-fiction. But Bezos in his



letter portrayed his mix of authors as a plus. Readers get more diversity with Amazon, he maintained, because the Kindle bestseller list "is chock-full of books from small presses and self-published authors, while the New York Times list is dominated by successful and established authors."

In the rest of his letter, Bezos focused more broadly on the ways that Amazon is becoming a springboard for outside innovators wanting the tools necessary to publish their own books, run their own stores or carry out computing tasks in the "cloud." Bezos declares: "We are creating powerful self-service platforms that allow thousands of people to boldly experiment and accomplish things that would otherwise be impossible or impractical."

This article is available online at:
<http://www.forbes.com/sites/georgeanders/2012/04/13/authors-smile-if-amazon-is-the-publisher-bezos-says/>

**EXHIBIT C TO
FEC ADVISORY OPINION REQUEST**

Requester: Trimble & Associates, Ltd. on behalf of Dean Peterson


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Self-Made Bestseller Weighs Traditional Deals

Self-Publishing

By Faezeh Ozahi

Apr 06, 2012

Hugh Howey has not quite broken out in the way recent self-publishing superstars like Amanda Hocking and John Locke have, but his sales record has made New York publishing houses take notice. Best known among his avid fan base for *Wool*, his five-part science fiction series, Howey estimates that this year alone he has sold nearly 140,000 copies of his work. Now, with an agent, he's been entertaining offers from traditional houses. The problem, he told PW, is the digital royalty rate he's being offered.

The first title in the *Wool* series, called *Wool*, began as a short story, which Howey self-published through multiple platforms in July 2011. Howey had already worked with a small publisher at that point—Norlights Press, in Indiana, had released his YA novel *Molly Fyde* and the *Parsona Rescue* in 2009—and though he said he had a positive experience, his impatience, more than anything else, encouraged him to go the DIY route.

Howey is very active with his fans: readers who buy print editions of his books through his Web site receive signed copies, and he regularly responds to e-mail. But he believes that word-of-mouth ignited his sales more than any outreach he did via Twitter or other social networking platforms. With the *Wool* series, he said, there was something of a slow build and, for the most part, his sales have seen a major uptick in the past few months; he made \$19,000 from his fiction in January, \$50,000 in February, and \$70,000 in March. Each installment of *Wool* is priced at 99 cents.

According to Howey, *Wool* accounts for roughly half his sales, and he credited the word-of-mouth mainly to his Amazon reviews. When he joined Amazon's Kindle Select program (which forced him to pull his titles from Apple's iBookstore and B&N's Nook store), he said sales rose even more quickly—boosted by hitting the Kindle bestseller lists.

Coverage of Howey has been scant—he was featured on *Wired.com* and on the tech-centric Web site *BoingBoing*—and it was a reader recommendation, not press, that turned agent Kristin Nelson on to the author. Nelson read the series and contacted Howey in February. In their initial discussions Nelson said she talked about how a traditional book deal might not suit him, but persuaded him that he would need professional guidance to get *Wool* into the right hands in Hollywood and published abroad. "I think a number of agents [Hugh] talked to wanted him to come on board so they could get a cut of his existing [sales]. I knew we'd make money somehow, as I was reeling about those kinds of things. And I believe, if you're taking on someone who's already got a brand, a traditional deal might not be the best way to go, since you likely won't get the terms."

Certainly Howey doesn't view the terms from the traditional houses very favorably. "It's hard to think about giving up a 70% royalty for an 18% royalty," he said, referring to Amazon's digital royalty rate, compared to the rate many large publishers offer. "The transaction has changed when it comes to successful independent authors," Howey said. "I'd be giving up existing sales [with a traditional deal]. I'd be giving up the freedom to write what I want. To publish as quickly as I want. But publishers don't seem to realize this." However, Howey said he would still love to partner with a publisher and reach more readers "if the right offer came along."

For now, Nelson and Howey are focusing on selling dramatic rights and foreign rights to *Wool*. Kassie Evashevski at United Talent Agency is shopping the book in Los Angeles, while Jenny Meyer, at Jenny Meyer Literary, is handling the bulk of foreign sales and will be representing the series at the London Book Fair. (So far, *Wool* has sold in a five-figure pre-empt in Brazil, and there are offers in Germany, Spain, and the U.K.)

Even though there is a lot of new activity around his backlist and the *Wool* series, Howey is not slowing his writing pace. He's currently working on a prequel series to *Wool*, called *Legacy* (which will also be published in installments); the first one, *First Shift*, is set to come out at the end of this month.