

Oklahoma Press
Association
LEGAL SERVICES PLAN

Established April 15, 1983

ADOPTED BY resolution of
the Board of Directors of the
Oklahoma Press Association
on April 15th, 1983.

AMENDED BY the Board of
Directors of the Oklahoma
Press Association on:

October 20th, 1988
April 24th, 1992
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LEGAL SERVICES PLAN

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Oklahoma Press Association
3601 N. Lincoln Blvd.
Oklahoma City, OK 73105

Mark Thomas,
LSP Administrator

Phone: (405)499-0020

Fax: (405)499-0049

mthomas@okpress.com

www.OKpress.com

About the Legal Services Plan

OBJECTIVE

The Legal Services Plan is established to help protect and advance the legal rights of the participants. The Plan pursues this objective by making available skilled legal assistance and advice and legal defense services at a reasonable cost in specified areas of law that affect newspapers generally.

In combination with the ongoing educational services provided by the Oklahoma Press Association to its members, the Plan is a system whereby Oklahoma newspapers may seek and secure their legal rights and interests at a reasonable cost and thereby conduct their business in a lawful manner to the benefit of themselves and the public.

While the idea is not new, this Oklahoma Press Association Legal Services Plan is the first such program in the United States for newspapers to provide comprehensive legal advice and group

defense of lawsuits claiming damages as a result of a publication.

THE PLAN IS NOT AN INSURANCE CONTRACT

The Plan is designed only to provide quality prepaid legal services and to pay certain specifically-enumerated expenses. The Plan should not be construed to be a contract or policy of insurance for the payment of any judgment, claim, or demand other than the specifically-enumerated benefits set out herein.

The participant shall be solely responsible to pay any final judgment for money rendered against it and to pay any money as a compromise settlement for any claim. No participant may have a claim against the Plan, Committee members, OPA Officers, OPA Board of Directors and staff of same in excess of the fund balance of the Plan.

OPERATION OF THE PLAN

The Plan is financed by the participants in a prepaid prescribed system of dues and out-of-pocket expenses assessed to those participants on whose behalf expenses are incurred. No other charge, except for those authorized herein, is made for services rendered under the Plan.

Each year at the first quarterly meeting of the OPA, the OPA Board of Directors appoints a Committee composed of seven members of OPA whose newspaper(s) participate in the Plan. The Board also designates a chairman and a vice chairman. A majority of the Board may remove or replace any committee member with or without cause at any time. If necessary, the Committee may meet and conduct the business of the Plan by telephone or other electronic means.

The Administrator manages the day-to-day operation

of the Plan and reports to the Committee each quarter.

These reports will maintain confidential information of each participant and include: the Plan's current financial statements, the number of participants receiving services, the kinds of services provided, and the dues accounts payable and receivable. The Committee reports to the Board at least quarterly.

Retained legal counsel and the Administrator shall keep records from which such reports can be made and will provide the Committee with quarterly reports for the Board that summarize all significant issues addressed by the Plan and all cases defended by the Plan.

The Committee is responsible for establishing overall policies of the Plan and for general overview of the Plan's operations. The Committee shall be responsible for and conduct the grievance procedures set forth.

QUALITY ASSURANCE

The primary purpose of the Plan is to provide quality, prompt and direct legal services and legal advice to participants. Although the ability to provide quality services could be impaired if the Plan became overburdened with providing services not specifically enumerated in Benefits A and B, nothing in the Plan shall be construed to prohibit the Committee from providing services not specifically enumerated to participants, if the Committee determines that providing such services will result in a broad benefit to the participants and the newspaper industry in Oklahoma generally.

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Definitions

The following words as used in the Legal Services Plan shall have the following definitions:

- A) The name of plan is the "**Oklahoma Press Association Legal Services Plan**" and shall hereafter be referred to as "**the Plan.**"
- B) "**Administrator**" shall mean the Executive Vice President of the Oklahoma Press Association or the Committee designee.
- C) "**Board**" shall mean the Board of Directors for the Oklahoma Press Association.
- D) "**Confidential information**" shall mean: (1) the financial data a Participant transmits to the Administrator for the purpose of computing dues and (2) the attorney communications with each Participant.

E) "**Committee**" shall mean the Oklahoma Press Association's Legal Services Plan Committee.

F) "**Counsel**" shall mean the attorney or firm retained by the Committee to provide the benefits under the Plan.

G) "**Effective Date**" is the first day of the first month following the date of notification that an application has been approved by the Committee.

H) "**Newspaper**" shall mean any publication that meets the definition of legal newspaper as defined by 25 O.S. 106.

I) "**OPA**" shall mean the Oklahoma Press Association.

J) "**Participant**" shall mean an OPA business member who has been admitted to the Plan who has not cancelled the participation nor had the participation terminated.

LSP Attorney Profile

Attorneys **Michael Minnis** and **David McCullough**, with the firm of Doerner, Saunders, Daniel & Anderson, serve as counsel for the OPA Legal Services Plan.

When calling the LSP Attorney phone number, (405) 319-3500, it is important for LSP members to announce, **“This is an LSP call,”** to efficiently expedite each call and maintain accurate record-keeping. LSP calls can be made during regular business hours (9:00 a.m. to 4:00 p.m.) Monday through Friday, except legal holidays.

Michael Minnis graduated from the University of Oklahoma with a Bachelor of Arts degree in Journalism in 1966 and subsequently received his Juris Doctor from the Univer-



Michael Minnis
 Doerner, Saunders, Daniel & Anderson

sity of Oklahoma School of Law in 1969. He has concentrated his practice in the areas of Media Law and Indian Law.

Mr. Minnis is active in numerous community organizations and professional asso-

ciations. He served on active duty in the United States Marine Corps as Trial/Defense Counsel for the Office of the Staff Judge Advocate and retired as a Lieutenant Colonel from the United States Air Force Reserve.

David McCullough graduated from the University of Oklahoma with a Bachelor of Arts degree in Journalism in 1977 and subsequently received his Juris Doctor from the University of Oklahoma School of Law in 1984. His practice has concentrated in the areas of Media Law and Indian Law.

He is active in several community and professional organizations, currently serving as an Advisory Board member of the Native Ameri-



David McCullough
 Doerner, Saunders, Daniel & Anderson

can Alliance Foundation.

He is a founding member, and serves on the board of directors, of FOI Oklahoma, an organization that promotes citizen access to government information.

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COUNSEL

Subject to approval by the Committee, the Administrator retains counsel and other attorneys to provide services to participants. The services of such Counsel under the Plan shall be provided in accordance with the professional and ethical standards required of lawyers. Counsels providing legal services hereunder shall follow the rules of the Plan. Any Counsel providing legal services under The Plan will have an attorney/client relationship with each participant who receives legal services from the Counsel and with the Administrator.

The Counsel shall maintain the confidentiality of the attorney/client relationship in accordance with applicable professional standards. When the use of local counsel is

desired, the affected participant shall be consulted.

ELIGIBILITY

Any OPA Business Member in good standing is eligible to apply to become a participant. An eligible newspaper does not become a participant until: (a) the Committee has approved an application, and (b) the applicant has paid six months of dues in the amounts and on the terms established by the Plan.

Legal services provided under Benefit A of this Plan are available to participants on the effective date. Legal Services provided under Benefit B are available to participants six - months following the effective date or six months following first receipt of dues for the benefit, whichever date is later.

EXCLUSIONS AND TERMINATIONS

A participant is only entitled to benefits while a participant. The benefits of the Plan are not available to an OPA Business Member that ceases to be a participant either for new services to be rendered or for continuing services arising out of matters pending while a participant.

The end of participation results in immediate termination of services provided by the Plan. Participation may be cancelled by the participant or by the Committee.

The Committee may terminate participation only for the following reasons: (a) failure to pay dues within 30 days after the due date, (b) failure to reimburse the Plan for authorized out-of-pocket

expenses within 60 days from billing as required in Benefit B, or (c) willful or intentional failure of a participant to cooperate in the defense of an action for which Benefit B services are provided under the Plan.

A participant must terminate participation in writing on newspaper letterhead and mail it to the Plan Administrator. Termination shall be effective upon the date of receipt.

Any participant who ceases to be an OPA Business Member automatically terminates its participation.

AMENDMENT OF THE PLAN

The Committee may, by majority vote, amend, expand, or restrict the Plan at any time subject to approval

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of the Board. However, no amendment of the Plan shall deprive a participant of legal services to which the participant was entitled in connection with any matter pending at the time of the change.

CONFLICTS

In no event shall the attorneys participating in the Plan be required to provide any legal services that give rise to a conflict of interest. If a situation should arise where, in a particular situation, the legal rights of one participant comes into conflict with the legal rights of an OPA Business member, such shall be deemed to be outside of the Plan and no services shall be provided regarding the situation, nor shall the participant be reimbursed prepaid dues hereunder, nor be entitled to comparable independent legal services.

GRIEVANCE PROCEDURE

Any participant who believes that it has been denied the full service under the provisions of the Plan shall notify the Administrator of the grievance within 30 days of occurrence.

The grievance must be in writing and consist of a short, but thorough, statement of the participant's complaint. The grievance should be mailed to the OPA Legal Services Plan Committee, Attn: Administrator, 3601 N. Lincoln Blvd., Oklahoma City, OK 73105-5499.

The Administrator shall mail a copy of the grievance to the person who is the subject of the complaint who has 10 days from receipt to respond by submitting a statement describing any attempts to settle the dispute

Legal Services Plan Dues

Dues can be paid quarterly or annually. Participants pay dues for Benefit A and Benefit B or solely for Benefit A. Except for group newspapers, the dues set forth below are based on the price of advertising for a full broadsheet, according to the current quarterly rate sheet issued by the Oklahoma Press Service, Inc.

The rates below are for a participant who pays dues for Benefit A and Benefit B. If a participant only pays dues for Benefit A, the member's dues are 60% of the rates below.

WEEKLIES (up to 4 issues/week) \$50 Entry Fee Must commit for one year.		DAILIES (5 or more issues/week) \$100 Entry Fee Must commit for one year.	
<u>Circulation</u>	<u>Cost of Advertising</u>	<u>Circulation</u>	<u>Cost of Advertising</u>
4,000 & under.....	1/2 page	4,000 & under.....	1 page
Over 4,000.....	1 page	4,001 to 9,999.....	1 1/2 page
		10,000 to 20,000.....	2 pages
		20,001 to 50,000.....	3 pages
		50,001 & over.....	Negotiated

GROUP NEWSPAPERS

If more than one newspaper is published by an individual or company, group dues are calculated by the following formula:

1st paper (<i>largest circulation</i>).....	Full rate
2nd paper.....	10% off total
3 to 6 papers.....	5% off each
7 or more papers.....	5% off each

The maximum discount is 50% of combined gross annual dues if seven or more newspapers belong to the plan.

Once a participant's dues have been calculated, the participant may be entitled to one or more of the following discounts:

- (1) a participant who has a current libel insurance policy that provides legal defense of a libel suit is entitled to a 10% discount, and
- (2) a participant who pays dues a full year in advance is entitled to a 5% discount.
- (3) a 10% Charter Member discount is provided to participants who have been continuous plan participants since the origination of the plan.

and the subject's position in the matter. The Administrator shall send a copy of the subject's response to the complaining participant who shall have 5 days from receipt to reply.

If the grievance is not settled by the Administrator to the participant's satisfaction within 30 days after notice, the participant shall have 90 days thereafter to file a written grievance complaint with

the Committee.

The Committee must decide a grievance within 30 days. The Committee shall hear and decide all grievances submitted to it. A quorum shall consist of a simple majority of the Committee, and a decision thereby may be made by a simple majority of those present and voting. No member of the Committee shall hear a grievance who has a personal interest in the outcome.

The only appeal of a decision by the Committee is to the Board at its next regular meeting.

Attorneys retained by the Plan shall be bound by the decision unless such a decision would give rise or bring into question an issue of professional ethics or legality of conduct, which might jeopardize the attorney's right to practice law or subject them to fine or other penalty.

BENEFIT A

The *Plan will retain counsel to provide oral or written responses to telephone or written inquiries requesting legal advice concerning the following areas of law concerning the publication of a newspaper:

1. Legal Newspapers

(25 O.S. 106)

- a. Qualifications
- b. Postal regulations

2. Sales & Use Tax Exemptions

(68 O.S. 305)

- a. Advertising and circulation
- b. Equipment, supplies and raw materials

3. Excise Tax

- a. Long distance telephone calls used in gathering news

4. Advertising

- a. Overview
- b. Types of advertising:
 - Political
 - Lottery
 - Professional
- c. Supplements/inserts
 - Sales tax on advertising inserts (AG 78-308)
- d. Release
- e. Legal publication rates
- f. Public notices
- g. Issue & candidate advertising (State and Federal)
- h. Other advertising

5. Management

- a. Circulation

Employment of minors
Independent contractors
Age Limitations
(State and Federal)

b. Production

Age restrictions/
machinery
Labor
OSHA
Workers' Compensation
Unions
EEOC

c. Anti-trust

Restraint of trade
Price fixing

6. News

- a. Open Meeting Law
- b. Open Records Law
- c. Libel, defamation, slander
- d. Honest Mistake Act
- e. Minutes Request Law
- f. News Reporter Shield Law
- g. Juvenile Names
- h. Cameras in Courtroom
- i. Copyright
- j. First Amendment
- k. Subpoenas
- l. Invasion of privacy

7. Internet Law

Availability

The legal services provided by Benefit A shall be available to all participants during regular business hours (9:00 a.m. to 4:00 p.m.) Monday through Friday, except legal holidays.

The services can be obtained by calling, at the participant's expense, a telephone number specified by the Legal Services Plan Committee. Telephone calls in response to participant inquiries from the retained counsel shall be paid for by the Plan. No collect calls shall be accepted.

All telephone or written inquiries are made in accordance with the procedure established by the Legal Services Plan Committee.

Exclusions from Benefit A

Benefit A does not include:

- 1) Any area of law not listed in Benefit A.
- 2) Personal calls or inquiries not related to the publication of the participant's newspaper or the participant's newspaper website.

The purpose of Benefit A is to provide complete legal advice to Plan participants. It is not intended to provide extensive legal research on matters not directly pertaining to the list of covered subjects under Benefit A.

If a participant has a request for extensive research significant to all members of the Plan, it should be submitted to the Plan Counsel. The Administrator is authorized to approve such expenditures.

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The participant shall be solely responsible to pay any final judgment for money rendered against it and to pay any money as a compromise settlement for any claim. No participant may have a claim against the Plan, the Committee members, OPA Officers, OPA Board of Directors and staff of same in excess of the fund balance of the Plan.

- CONTACT INFORMATION FOR LEGAL SERVICES PLAN MEMBERS -



*To process your call efficiently
it is important that you say*

**"THIS IS AN LSP CALL"
(405) 319-3500**

Doerner, Saunders, Daniel & Anderson, LLP
201 Robert S. Kerr, Suite 700 • OKC, OK 73102-4203
Ph: (405) 319-3500 • Fax: (405) 319-3509 • E-Mail: mminnis@dsda.com

BENEFIT B

Under Benefit B, the *Plan will -- for each subpoena or suit -- pay up to \$20,000 or an Insured Participant's retention /deductible amount (whichever is less) of the Counsel's and Local Counsel's fees to:

1. Respond or resist a subpoena issued by a court physically located within Oklahoma to a participant, its agents, servants and employees acting within the scope of their employment while gathering or publishing news or advertising to be published in the participant's newspaper or on the participant's Internet newspaper website; or

2. Defend a suit brought in a court physically located within Oklahoma against a participant, its agents, servants and employees acting within the scope of their employment while gathering or publishing news or advertising in the participant's newspaper or on the participant's Internet newspaper website when the cause of action alleged is for:

- (a) Libel or Defamation
- (b) Invasion of Privacy
- (c) Anti-trust
- (d) Restraint of Trade
- (e) Price Fixing

Out-of-Pocket Expenses for Benefit B

In addition to Counsel fees, the Plan shall pay one-half and the participant shall pay one-half of the following out-of-pocket expenses incurred by retained Counsel and local Counsel in the defense of an action. The out-of-pocket expenses shall be limited to the following:

- 1. Postage
- 2. Photo duplication (20 cents per page)
- 3. Telephone charges
- 4. Court fees and deposits with prior written consent of the participant
- 5. Deposition and court reporter fees with prior written consent of the participant.

All other expenses, such as witness fees and expert testimony, shall be paid by the participant.

Participants carrying insurance for benefits under Benefit B

If a participant has insurance coverage for an action for which the participant is entitled to under Benefit B, the participant shall timely file a claim with the Insurer.

If the Insurer selects an attorney to defend the participant other than the Plan's retained counsel, the Benefit B payments will not be made to the Insurer's selected attorney, but rather shall be made to the retained counsel to provide such assistance to the Insurer's selected attorney as same shall request.

If no such assistance is requested, the Plan will make no Benefit B payments except to the Plan's retained counsel to monitor the litigation and provide timely reports to the Committee.

The participant agrees to timely apply for any monies due from its insurer and to forward any such monies to the Plan.

Retention of Local Counsel

When necessary or desirable in the defense of an action covered in Benefit B, the Administrator -- subject to approval of the Legal Services Plan Committee -- may hire local Counsel in the jurisdiction where the action is filed only with the approval of the Participant.

Exclusions from Benefit B

- 1. Any area of law not specifically listed in Benefit B is excluded from this Plan.
- 2. No legal defense of any action filed outside the state of Oklahoma will be undertaken and is specifically excluded from this Plan.
- 3. Any cause of action, claim arising, or subpoena served while a participant is not in good standing with the Plan is specifically ex-

cluded from the Plan.

4. Any claim or cause of action arising earlier than six (6) months after the participant's effective date is specifically excluded from the Plan.

5. The Plan is for participants only. Thus, websites not wholly owned and controlled by the LSP Participant are excluded.

6. The phrase "news-paper website" means a website whose purpose is to republish and augment news and advertisements published by an LSP participant. All other websites are excluded.

7. A participant's newspaper website's unique on-line content (content prepared, edited, or posted by the newspaper staff specifically for the website) is covered, but material posted to the website by third parties is excluded.

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