OKLAHOMA PRESS ASSOCIATION

LEGAL SERVICES PLAN

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CONTACT INFORMATION FOR
LEGAL SERVICES PLAN ATTORNEYS

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At the beginning of your call or email, it is important to inform the attorney you are an LSP member.

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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 20, 1988 • April 24, 1992 • October 22, 1993 • November 4, 2005 •
February 9, 2006 • June 4, 2015 • September 8, 2016 • December 8, 2022
DEFINITIONS
The following words as used in the Legal Services Plan shall have the following definitions:
A) The name 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) “News Media” shall mean print publications and internet websites that meet the criteria for Legal Newspaper or General News Media membership as determined by the OPA Board of Directors.
I) “OPA” shall mean the Oklahoma Press Association.
J) “Participant” shall mean an OPA legal newspaper or general news media member that has been admitted to the Plan and has not canceled the participation nor had the participation terminated.

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 print and online news media generally.

In combination with the ongoing educational services provided by the Oklahoma Press Association to its members, the Plan is a system whereby Oklahoma news media 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 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 publication(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 print and online news media industry in Oklahoma generally.

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 Legal Newspaper or General News Media Member in good standing is eligible to apply to become a participant. An eligible publication 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 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 canceled 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 company/publication 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 Legal Newspaper or General News Media 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 of

ABOUT THE ATTORNEYS

DOUG DODD represents national and local media companies in media and intellectual property matters with an emphasis on First Amendment and defamation issues. He began practicing law after 14 years in radio and television journalism, including as news director, reporter, anchor, documentary and public affairs producer for KOTV in Tulsa, as a reporter and associate producer for documentaries for KTUL-TV in Tulsa, and as a reporter and documentary producer for KOTA-TV in Rapid City, South Dakota. Doug lectures to both attorneys and journalists on open meetings and open records issues, and to legal administrators on social networking trends and concerns.

EMILY WILLIAMS is based in Oklahoma City and represents clients in a wide range of complex disputes focusing on matters involving product liability claims, contracts, employment, family law and insurance disputes. She also counsels clients on commercial transactions, media and First Amendment rights, intellectual property rights and non-profit organization matters. Emily has experience in and out of the courtroom representing small and large businesses and individuals. She also worked at a general practice firm where she focused on complex business and commercial disputes.
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 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 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.

LSP DUES FOR LEGAL NEWSPAPERS

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

<table>
<thead>
<tr>
<th>WEEKLIES</th>
<th>DAILIES</th>
</tr>
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<tbody>
<tr>
<td>(up to 4 issues/week)</td>
<td>(5 or more issues/week)</td>
</tr>
<tr>
<td>Must commit for one year.</td>
<td>Must commit for one year.</td>
</tr>
<tr>
<td><strong>Circulation</strong></td>
<td><strong>Circulation</strong></td>
</tr>
<tr>
<td>4,000 &amp; under</td>
<td>4,000 &amp; under</td>
</tr>
<tr>
<td>Over 4,000</td>
<td>4,001 to 9,999</td>
</tr>
<tr>
<td></td>
<td>10,000 to 20,000</td>
</tr>
<tr>
<td></td>
<td>20,001 to 50,000</td>
</tr>
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<td></td>
<td>50,001 &amp; over</td>
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</tbody>
</table>

GROUP NEWSPAPERS

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

2 papers ....................... 10% off .......................... 6 papers ....................... 30% off
3 papers ....................... 15% off .......................... 7 papers ....................... 35% off
4 papers ....................... 20% off .......................... 8 papers ....................... 40% off
5 papers ....................... 25% off .......................... 9 papers ....................... 45% off
6 papers ....................... 30% off .......................... 10 papers .................... 50% off
7 papers ....................... 35% off .......................... 11 papers .................... 55% off
8 papers ....................... 40% off .......................... 12 papers .................... 60% off
9 papers ....................... 45% off .......................... 13 papers .................... 65% off
10 papers .................... 50% off .......................... 14 papers .................... 70% off
11 papers .................... 55% off .......................... 15 papers .................... 75% off
12 papers .................... 60% off .......................... 16 papers .................... 80% off
13 papers .................... 65% off .......................... 17 papers .................... 85% off
14 papers .................... 70% off .......................... 18 papers .................... 90% off
15 papers .................... 75% off .......................... 19 papers .................... 95% off
16 papers .................... 80% off .......................... 20 papers .................... 100% off

The maximum discount is 50% of combined gross annual dues if 10 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.

LSP DUES FOR GENERAL NEWS MEDIA

Includes Benefit A and B

<table>
<thead>
<tr>
<th>Cities with a population under 5,000:</th>
<th>Cities with a population over 5,000:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$400 dues</td>
<td>$800 dues</td>
</tr>
</tbody>
</table>

Dues may be paid quarterly or annually.

A participant who has a current libel insurance policy that provides legal defense of a libel suit is entitled to a 10% discount.
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 print and online news media:

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
   b. Employment of minors
   c. Independent contractors
   d. Age limitations
      - (State and Federal)
   e. Production
   f. Age restrictions/machinery
   g. Labor
   h. OSHA
   i. Workers’ Compensation
   j. Unions
   k. EEOC
   l. Anti-trust
   m. Restraint of trade
   n. 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**

- Any area of law not listed in Benefit A.
- Personal calls or inquiries not related to publishing.

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.

**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 publication or on the participant’s internet 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 publication or on the participant’s internet 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
In this section, "employee" includes, at the discretion of the publisher, former employees named as defendants in a suit alleging liability arising out of actions by the former employee when employed by the publisher and acting within the scope of this employment. The publisher's discretionary authority under this section extends to limit or assign the amount of financial support under the Plan that will be allowed for the former employee.

**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 approval of the participant.

**Criminal Defense Reimbursement**

1. **Reimbursement.**

   Under Benefit B, the Plan will reimburse up to $2,500 to a Plan participant in good standing who expends attorney fees to defend a current Plan participant's employee who is arrested or charged with a crime or crimes where the alleged crime or crimes arose as a result of publication in the participant's member publication or website of news (e.g., criminal libel, 21 O.S. § 773) or of advertising (e.g., violation of federal or state discrimination laws).

2. **Request.**

   The Plan member participant shall notify the Legal Services Plan Administrator, in writing, of the arrest or formal filing of a charge within 30 days of such arrest or filing, whichever comes first. Written notification shall include a statement setting forth the details of the arrest or formal filing of a charge, and be mailed or delivered to: OPA Legal Services Plan Administrator, 3601 N. Lincoln Blvd, Oklahoma City, OK 73105-5499. Reimbursement requests may only be submitted by the Plan member participant. Requests submitted by third parties will not be accepted or processed.

3. **Determination.**

   The initial determination of whether the request meets the criteria of Benefit B (Criminal Defense) will be made by the Plan Administrator. If the request for reimbursement is not submitted within the 30 days as heretofore set forth, Benefit B (Criminal Defense) is not available.

4. **Payment.**

   If the Plan Administrator determines that the request meets the Benefit B (Criminal Defense) requirements, the Plan participant must submit within 180 days of the determination evidence that the Plan participant has expended attorney fees subject to reimbursement. If this evidence is not submitted within the said 180 days, Benefit B (Criminal Defense) is not available. An additional 180 days may be allowed with approval of the Plan Administrator.

5. **Limitation.**

   The reimbursement provided herein: (a) applies to a single event and not to each charge arising out of a single event and (b) is the only part of Benefit B applicable to defense of a criminal matter.

**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 excluded 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 “participant’s website” means a website, published by an LSP participant, with the purpose to republish and augment news and advertisements.

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