



# News & Views

▶ Empowering authors and publishers to create and market books

MAY 2009

## MAY 13 MEMBERSHIP MEETING:

### Legal Eagles

What do you need to do to copyright your work? What does copyright law govern? Must a publisher list everyone—including designers and illustrators—on the copyright paperwork?

Let us help you untangle the publishing legal jungle. Bring all your publishing law questions and attorneys from the St. Louis Volunteer Lawyers and Accountants for the Arts will bring their answers. Intellectual property attorney Mark Sableman will discuss publishing law basics and the “new world” of the Google Book settlement. Sue Greeberg, executive director of the St. Louis Volunteer Lawyers and Accountants for the Arts will be on hand to tell you how the VLAA can be a publisher’s best friend for solving legal quandaries.

#### Featured Speaker




**Mark Sableman** is a partner with Thompson Coburn LLP in St. Louis, Missouri. He is an honors graduate of Georgetown University Law Center where he was Articles Editor of the Georgetown Law Journal. His litigation practice focuses in the area of media, Internet, technology and intellectual property law.

Mark has tried media, intellectual property and technology cases in federal and state courts. He also counsels clients on Internet and intellectual property issues, and utilizes many expeditious and ADR dispute-resolution techniques. He is the author of *More Speech, Not Less: Communications Law in the Information Age*, published by Southern Illinois University Press in 1997, and many articles in law reviews and trade publications. He also teaches Internet Law and Censorship and Free Expression as an adjunct professor at Washington University School of Law. Mark has been listed in Best Lawyers in America since 1997.

#### Introductory Speaker



**Sue Greenberg** has been the part-time executive director of the St. Louis Volunteer Lawyers and Accountants for the Arts since 1986. During the summer, she is the company manager at The Muni. Sue teaches legal issues in the arts for Webster University’s Arts Leadership graduate program. Also a freelance writer/editor and playwright, her numerous


plays for children have been produced in Missouri and several other states. She is a graduate of Washington University where she majored in Arts History and Urban Studies. 

**Join us Wednesday evening, May 11, at the Lodge at Des Peres. Doors open for networking at 6:30 p.m.; meeting begins at 7:00 p.m. The formal meeting concludes around 8:30 p.m. with networking continuing until 9:00 p.m.**

### What’s Ahead?

#### Our June member meeting is one you don’t want to miss!

Back by popular demand, our cyberspace guru will lead more in-depth discussion of book Web sites, social networking and other successful online marketing tools. Be one of the first 5 SLPA members to contact the SLPA at [editor@stlouispublishers.org](mailto:editor@stlouispublishers.org) so you can **get your Web site evaluated** at the meeting!

Do you want to get published? We’ll be explaining the details of the **SLPA’s “Get Ready/Get Published” Book Contest**. The meeting is June 10. Mark your calendar now! 

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## President's Corner by Lynette Schuepbach

### Business savvy and understanding legalese




We are "idea people." And if we can produce one creative idea, story line, article, promotional piece, or book cover, we can create another. There are always more ideas which can replace, compliment or enhance ideas we've already created. The well of creativity is ever-refilling. Nonetheless, I'm not so naïve as to say we do not need to protect those ideas as

part of our business responsibility.


Intellectual property is a term used for creations of the mind, both artistic and commercial. Intellectual property law gives exclusive rights to the creators of music, literature, art, discoveries, inventions, words, symbols, designs and phrases. These rights give the creators a monopoly on the use of their creations for a specific period of time and protection of the financial benefits generated from creativity.

The law can be complicated. Who files and owns the copyright? Who should be included in the copyright? Who takes over the copyright when a person dies? What are my legal rights if I find out someone has been using my copyrighted material? Do I need to copyright my work before showing it to a publisher? As part of the mission, SLPA wants you to enter into this business with as much understanding of the law as possible so that you can make informed business decisions. Mark Sableman, partner of Thompson Coburn LLP in St. Louis and Sue Greenburg, executive director of St. Louis Volunteer Lawyers and Accountants for the Arts will share answers to legal issues at the May meeting. It's your chance to gain insight for the future.

May is also your chance to cash in on membership with a special \$5 discount for joining SLPA in May only. Don't be left behind. Get the most out of your membership for the least expense. Support the mission of helping publishers sell and market books. Join SLPA today. See you at the May SLPA meeting! 

—Lynette Schuepbach, President  
lschuepbach@charter.net

## Help spread the word about the SLPA!

The SLPA has information sheets, meeting schedules, bookmarks and other printed literature about our organization. If you will be attending a conference, convention, meeting or other function where publishing professionals will be in attendance, we'd love for you to share information about the SLPA and help us grow. To request SLPA materials, please contact Sue Sylvia at [slpa@staircasepress.com](mailto:slpa@staircasepress.com). 

## Google book settlement to transform electronic publishing



By Mark Sableman

The pending Google Book project legal settlement promises to transform the use and generation of revenue from digitization of content that originally appeared in print.

The settlement arose from the two lawsuits filed against Google in 2006 by several major publishers and the Authors Guild, challenging Google's project to digitize and index all of the books of major research libraries. With respect to books currently under copyright protection, Google initially limited its activities to scanning and indexing the books, and making small snippets available in response to searches—activities it claimed were covered by copyright's "fair use" doctrine, but which the publishers and Authors Guild claimed constituted infringement. The settlement leaves the infringement issue undecided as a legal matter, but gives Google, authors and publishers some new benefits.

The settlement allows Google to display and sell access to the complete text of books under copyright protection. At least for publishers who do not opt out, Google will no longer be confined to displaying short snippets from their in-copyright books—the entire books will be available on the Internet, at fees set by Google under the settlement. (Google will still be somewhat limited with respect to in-print books; as to these books, it will not be able to display page images or even snippets without the publisher's express permission.)

In return for allowing Google these expanded rights, authors and publishers will receive approximately two-thirds of the revenue that Google will earn from the copyrighted books. Publishers will also get more control over the digitization project; publishers who participate in the settlement can exclude their books from some or all uses and can also remove their books altogether from the Google Books database (if already digitized) or direct Google not to digitize their books.

The settlement will carry the force of law and affect all book publishers and authors who do not affirmatively opt out of the case. A formal class notice has been published and sent to publishers and authors, explaining rights of publishers and authors. Assuming the settlement is approved by the court (currently planned for June 2009), and affirmed if appealed, it will essentially create a new chapter of U.S. copyright law, imposed without Congressional action because of the power of judicial class actions.

Initially, the settlement awards publishers and authors who allow books to be used by Google with an "Inclusion Fee," likely to be around \$200 per book—although it may not be paid for many years. In addition, "Usage Fees" will be paid

*Continued on page 3*

## Google book settlement ... *Continued*

on all books in the program, with particular fees dependent both on overall revenue from the Google program, and from a yet-to-be-determined Google algorithm that will allocate fees based on the popularity and use of each book. Additionally, authors or publishers of in-copyright books that have already been scanned by Google without their permission will receive about \$60 per book as a settlement of the lawsuit infringement claims. Rights holders for “inserts” (separately copyrighted portions of books) will also receive some benefits.

Google will fund some of the settlement payments and expenses, but the major expected payments—the Inclusion Fee and Usage Fees—are to be paid for out of the expected revenue from searches, displays and uses of the digitized copyrighted books. Google will obtain revenue from subscriptions to its database that it sells to libraries and individuals, from advertising on book search and display pages, from print charges assessed at public libraries, and from future revenue-generating projects. All of this revenue will be split, with 63% going to the authors and publishers, and 37% to Google. In sum, rights holders will see the following revenue from the settlement:


- Settlement payment (\$60/book) for books already scanned by Google
- Inclusion fees (\$200/book) for books of publishers (or “insert” rights holders) that do not opt out of the settlement
- Usage fees (amounts to be determined under Google algorithm) for usage of books and inserts that are included in the program.

Additionally, Google will fund the new Book Rights Registry that will maintain lists of books and materials that are governed by the settlement and those that are outside of it. Google’s monetary settlement contribution for all aspects of the settlement totals \$125 million. For this, it is allowed to take advantage of its head start in the digitized book business, make available expanded access to digitized in-copyright books, and begin sharing revenue with the rights holders.

Both publishers and authors are potential rights holders under the settlement. How much of the authors/publishers share goes to authors and how much to publishers will be determined by the underlying publishing contracts, a lengthy appendage to the settlement agreement known as the “Author-Publisher Procedures,” and a special dispute-resolution procedure. Payments to authors will be made by publishers, and arbitration will be used to resolve disputes between authors and publishers as to the amount of payment.

Most publishers of in-copyrighted books that have been, or will be, scanned by Google will be well served by the settlement, since it will make their content available over the

Internet, at no initial cost to the publishers, and it will provide a new revenue source from that digitized content. However, publishers whose backlists include specialty or high value works may have better alternatives than the settlement. Some may choose (or may have already chosen) to enter Google’s “Partner” program, under which Google makes available the publishers’ digitized books under special negotiated payment terms, presumably significantly more valuable than those of the class action settlement. And some of the specialty and high-value publishers may use other providers besides Google to offer digital versions of their past print editions.

Nothing in the settlement will formally prevent other parties from entering into the book scanning business, or from using the Book Rights Registry. But because others would have to either fight anew the “fair use” battle that Google began, or negotiate a whole new settlement with all the authors and publishers (a practical impossibility absent another class action or Congressional action), Google is likely to have the field to itself for some time. 

## St. Louis Publishers Association offers membership discount at May meeting

If you’re thinking of the joining the St. Louis Publishers Association, now’s the time! The SLPA is currently offering a “Spring Stimulus Package.” New and renewing members will **receive \$5 off the price of a one-year membership** when they join or renew at the May 13 monthly SLPA meeting.

The SLPA is a great resource for independent publishers. SLPA member benefits include:

- Free attendance at the monthly meetings for networking and a 1-2 hour publishing program.
- Free access to the St. Louis Publishers Association News & Views, the monthly newsletter of the association. (An archive of useful back issues is only available to members.)
- Discounted membership fees in the Independent Book Publishers Association (IBPA) and in the Small Publishers Association of North America (SPAN).
- Free or discounted attendance fees to publishing seminars and educational programs sponsored by SLPA, IBPA or SPAN.
- and much more!

**Join today:** [www.stlouispublishers.org/benefits.php](http://www.stlouispublishers.org/benefits.php). 

## Questions About SLPA?



Contact membership chairperson:  
Christine Frank at 314-205-2679

## Publication of photographs: Is a release required?

By Lloyd L. Rich

There is no area of photography that is more controversial and unsettled among legal and photography professionals than the issue of when releases are required. Some believe that because of the ambiguity in the law, that releases are required if publication is intended under the premise that "it is much better to be safe than sorry." On the other hand there are those who contend that the First Amendment does not require a release if the intent behind publishing a photograph is to "inform" or to "educate." The difficulty is that it is not always easy to draw the fine line between what is newsworthy and what is not.

### Photographs of Individuals

The author and publisher in deciding whether to publish a photograph of an individual or group of individuals must be aware of the dangers that arise from an unauthorized use that relates to an individual's right to privacy and publicity. Individuals who lead public lives, such as public officials and celebrities, have restricted rights of privacy, but they usually have broader rights of publicity. State laws govern the right of privacy and the right of publicity. Therefore, the right of privacy and publicity law and its interpretation will vary from state to state. However, countervailing to an individual's right of privacy and the right of publicity is the First Amendment that provides that publication of an individual's image for newsworthy purposes is permissible.

The basic presumption underlining right to privacy laws is the protection of an individual from the disclosure of private facts. The general principles are that one who publicizes a matter concerning the private life of another is subject to liability for invasion of privacy if the matter publicized is of a kind that would be highly offensive to a reasonable person and

is not of legitimate concern to the public. The right of publicity provides that an individual has the right to control the commercial use of their name, likeness or identity. While the right of privacy protects an individual from the disclosure of embarrassing



facts, the right of publicity protects the individual from financial loss from an unauthorized commercial use of their name or likeness. As a general rule the right of privacy will only apply to a living person while the right of publicity may also apply to a deceased person.

### Guidelines when Publishing Photographs of Individuals

- Because there are many nuances to the right of privacy and publicity laws it is advisable to **always obtain a written release** from any individual that would be recognized in a photograph.
- Obtain a release even if the individual's image will initially be used for a newsworthy purpose in the event that you may want to use the individual's photograph for other trade or commercial uses.
- Don't forget that if the individual is a minor, you will need parental or guardian consent.
- Make certain you caption the photograph correctly.
- Be careful when cropping a photograph that you do not alter the context in which the photograph was taken.
- If you decide to use a photograph without a release make certain it was obtained without trespassing on private property, that it does not violate an individual's right of privacy or publicity or that it is protected by a First Amendment use.
- Releases are generally not required from people who are identifiable in a photograph of a street or public place, provided that the photograph is reasonably related to the subject matter and the identifiable people are not the focus of the photograph. An example of a permitted use would be a photograph of the Rockefeller Center Ice Rink that was used to illustrate a book about Rockefeller Center or about New York City attractions, even though many people may be identifiable.

### Photographs of Property

Although property does not enjoy a right to privacy or publicity that there are other bodies of the law that might prohibit or restrict the unauthorized use of a photograph containing property. These bodies of law may include among others contract, trademark, unfair competition, copyright and trespass law.

The guiding principle, that of course is muddled with exceptions, is that as long as a photograph of private property is taken while the photographer is on public property or on property that is open to the public then it is permissible to publish that photograph without permission from the owner of the property.

However, there are exceptions where it may be necessary or advisable to obtain permission from the owner of the property. These exceptions may include among others, a photograph of (i) artwork displayed in a museum, gallery or other location, (ii) a well-recognized product, such as a Harley-Davidson motorcycle, where the manufacturer has been litigious with respect to commercial uses of photographs containing their product, (iii) a building where the building design is protected by a federal trademark registration – recently there was litigation involving a photograph of the Rock and Rock

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## Publication of photographs ... *Continued*


Hall of Fame, (iv) a “famous” pet such as Lassie, (v) interiors of private buildings and (vi) personal property, such as their clothing or jewelry, that could identify an individual.

### Publishing Contract

A publishing contract should usually contains language in a “permissions clause” to ensure that the author is required to provide the publisher with written permissions to use any materials owned by another party. However, the scope of this clause will usually only relate to copyrighted material as it is not broad enough to ensure that the author obtains permission to use a photograph that could interfere with an individual’s right to privacy and publicity.

**RULE:** *Review the permission clause in your publishing contract to make certain it requires the author to obtain written permission to publish a photograph when such use could infringe any proprietary right or interfere with an individual’s privacy or publicity rights.*

The permissions clause should also be backed-up by “author representations and warranties” that provide that a photograph does not contain libelous or obscene material or that the publication of such photograph does not interfere with any copyright, trademark, privacy, publicity or proprietary right of another party. An “indemnity clause” should also be included in the publishing contract providing that in the event of a claim, action or proceeding based upon an alleged violation of the author’s representations or warranties that the publisher will be held harmless.

**RULE:** *Make certain the author obtains written permission to publish a photograph if such publication may interfere with an individual’s privacy or publicity rights. A publisher should only rely on the indemnity clause an additional layer of protection. It is also advisable for the publisher to attach a sample of a pre-approved permission form to the publishing contract.* 

©1999 Lloyd L. Rich. This article is not legal advice. You should consult an attorney if you have legal questions that relate to your specific publishing issues and projects. Lloyd L. Rich is an attorney practicing publishing and intellectual property law. e-mail: rich@publishingattorney.com; Web Site: <http://www.publaw.com>.

## Do I need to register my copyrights?



### By Ivan Hoffman

Registration of copyrights is not mandatory in order to obtain copyright protection. As to works published or unpublished after January 1, 1978, a claimant can register a work at any time during the life of the copyright. As to works published or unpublished prior to January 1, 1978, a claimant can register a work during the initial term of copyright. (17 USC section 408) However, for works that originate in the United States and certain other works, a party must have registered the work before the party can commence an action for infringement. In this latter regard, Section 411 provides in part:

*Except for an action brought for a violation of the rights of the author under section 106A(a), and subject to the provisions of subsection (b), no action for infringement of the copyright in any United States work shall be instituted until registration of the copyright claim has been made in accordance with this title.*

But there are some significant benefits that come from registration and among these are the following.

Registration establishes a public record of the copyright claim. Along with the appearance of a copyright notice (no longer required but absolutely recommended), registration can go toward defeating a later claim by an infringer that the infringement was “innocent,” thereby reducing the damages an owner might otherwise obtain. (Section 401 (d))

If the registration is made within five years from the date the work was published, the facts as stated in the certificate are deemed “prima facie” evidence of those facts. (Section 410 (c)).

But perhaps of greatest significance is that if the registration is made within three months after first publication of the work or prior to an infringement of the work, statutory damages and attorney’s fees can be available to the copyright owner in court actions. In this regard, the Copyright Act provides:

**§412. Registration as prerequisite to certain remedies for infringement**


*In any action under this title, other than an action brought for a violation of the rights of the author under section 106A(a) or an action instituted under section 411(b), no award of statutory damages or of attorney’s fees, as provided by sections 504 and 505, shall be made for —*

- (1) any infringement of copyright in an unpublished work commenced before the effective date of its registration; or
- (2) any infringement of copyright commenced after first publication of the work and before the effective date of its registration, unless such registration is made within three months after the first publication of the work.

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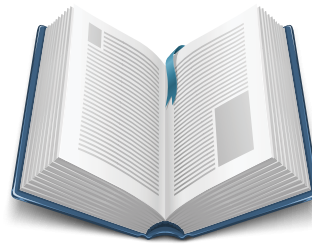
## Do I need to register my copyrights? ... *Continued*

This is significant for without the statutory damage award, a claimant must prove actual damages. That can be quite difficult, especially if the claimant cannot show a “track” record of previous earnings and the loss of such earnings or some other admissible evidence of provable damages. Without this track record or other such admissible evidence, proving that the claimant has been harmed by any claimed infringement appears to the courts as speculative. But the ability to obtain statutory damages eliminates the need to prove what actual damages. From a negotiating standpoint, if a claimant has a registered copyright which has been infringed upon, if the alleged infringer knows that not only might he or she lose the case but might have to pay statutory damages as well as the claimant’s attorneys fees, this can go a long way toward driving a settlement and eliminating the need to file a litigation. Statutory damages can range anywhere from \$750.00 all the way up to \$150,000.00 per act of infringement. (17 USC Section 504 (c) )

ADDED: And as to books that are in print as of January 5, 2009, there is no legal protection under the Google settlement unless the book was registered for copyright in the United States (unless it was first published outside the United States and in such instance no registration is required). (Read “What Does the Google Settlement Mean To You?” at [www.ivanhoffman.com](http://www.ivanhoffman.com).) 

© 1996, 2003, 2008 Ivan Hoffman. All Rights Reserved. This article is not intended as legal advice and is not legal advice. This article is intended to provide only general, non-specific legal information. The specific facts that apply to your matter may make the outcome different than would be anticipated by you. This article is based on United States law. You should consult with an attorney familiar with the issues and the laws of your country. This article does not create any attorney client relationship. No portion of this article may be copied, retransmitted, reposted, duplicated or otherwise used without the express written approval of the author. Ivan Hoffman is a publishing, copyright, Internet law, entertainment law and trademark attorney, practicing for over 36 years. His web site, <http://www.ivanhoffman.com> has won 8 prestigious Web site awards. You may reach him on the Internet at [ivan@ivanhoffman.com](mailto:ivan@ivanhoffman.com).

## Recommended Reading



No publisher should be without a legal reference book. Check out these titles recommended specifically for SLPA members by the St. Louis Volunteer Lawyers and Accountants for the Arts!

### ***Business and Legal Forms for Authors and Self-Publishers***

by Tad Crawford

The Weigand Report calls this book “an indispensable reference that contains samples of every kind of contract and business form you may ever need. Accompanying this material is some no-nonsense advice about how to negotiate winning contracts, use the forms to your advantage, and generally make the best deals possible.”


### ***Kirsch's Handbook of Publishing Law***

by Jonathan Kirsch

Kirsch, a prominent intellectual property attorney and Los Angeles Times columnist, has created a clear, comprehensive, up-to-date guide to publishing law in this handbook, which follows the path of a publishing project. He covers protection of the original idea, coauthorship, agents, and packaging, clause-by-clause consideration of a typical book publishing contract, legal aspects of manuscript preparation, copyright registration, electronic and subsidiary rights, remaindering, reversion and more.

### ***The Copyright Handbook: What Every Writer Needs to Know***

by Stephen Fishman

Now in its ninth edition, this Nolo Press book by attorney Stephen Fishman explains copyright law in plain English. The handbook is designed to help you understand different issues pertaining to copyright ownership and protection and includes useful forms to help you protect your written work. 

## Publishing fact of the month

Did you know that the number of lawsuits filed against online publishers has increased dramatically in the past decade, from four filed in 1997 to eighty-nine in 2007?

Source: Citizen Media Law Project. [www.citmedialaw.org](http://www.citmedialaw.org)

## IBPA conference is valuable experience for book publishers

By Danielle L. Alexander

As the recipient of the 2008 IBPA (formerly PMA) scholarship, I would like to share with you a little of what I learned while in Los Angeles last year. The experience is one I will never forget.

Learning about marketing, distribution, public relations and getting your book into the bookstores and beyond was priceless. Public relations is something I hadn't thought much of until I attended the conference. As I sat in the class, I realized that I could hire someone to do my public relations for me or I could pound the pavement and do it myself. There are tons of resources at our fingertips to help in the journey. One tip was to get to know station and program managers at local radio and television stations. These are people who will green light your appearance on one of their shows.


I learned that it takes a village to write a book. Marketing begins the moment you decide to write the manuscript and never stops even when you think there is no longer a need for your book. Always be thinking of second, third and fourth editions. You must be willing to promote your book at every opportunity wherever you go and to whomever you meet.

Each market segment is different when trying to sell. When you sell to the Hispanic market, for instance, you must understand that you will have to get into the mom and pop establishments in order to be successful. When selling to the African-American market, you need to connect with the independent stores as well as the high profile chains to get a good hold of market share.

If you want to network effectively at this event, do more listening than talking. The networking opportunities are fabulous. From putting together a one-sheet to selling to librarians, I met them all. I took tons of notes and listened intently as they shared their expertise.

If you are in need of cover designers, editors, page design and layout professionals, etc. then you need to be at this event. You get to know the publishers, distribution companies and those offering their services on a personal level. There are vendors galore waiting to answer your questions and provide you with invaluable information.

Just to experience the energy and electricity of the event is like being at the Academy Awards for three days. And oh, did I mention, they have their own awards ceremony? It's called the Ben Franklin Awards. When the Ben Franklin Awards were presented, I imagined myself one day being the recipient of this prestigious honor. And with all the people I met and information I learned, I will be someday.


So, make your plans to attend the 2010 IBPA conference. You will be glad you did and so will your future readers. 

## Independent Book Publishers Association has a lot to offer members

By Natasha Moore

I recently attended an affiliates retreat for the Independent Book Publishers Association (IBPA) in sunny San Diego. We were discussing member benefits of IBPA when suddenly a reason came to my mind that no one else had shared. "Being part of IBPA is like being in a gang," I thought. I decided not to interrupt IBPA board member Frank Gromling's eloquent presentation on giving our members personal service to compare the organization to a gang, but the thought persisted. IBPA is, after all, a national organization made up of over 3,600 itty bitty to medium-sized independent publishers who exist for the sole survival of each other. Individually, some of us may feel like terrified loners, but together we have the feeling of security that only a unified group with a lot to lose can have. Besides that, we have a lot of networking opportunities (like the weekend I spent in San Diego eating lunch on the bay with cool industry giants, and scared wannabes like myself); industry discounts (albeit not the five finger ones that gangs tend to get); and a big-brother-type advocacy that really comes in handy when bullies like Google come around.

Besides the emotional security blanket, IBPA offers real, non-gang related benefits (for those of you who are worried about my gang analogy). In short, members save more money, members sell more books, and members learn the publishing business.

So, if you are feeling like a little guy in the big 'ol sea of publishing and marketing, consider an IBPA membership. Visit the IBPA website at [www.pma-online.org](http://www.pma-online.org) or you can ask one of the SLPA board members about it at the next SLPA meeting. Plus, you will receive a discount if you are already a member of SLPA. 


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## We welcome our newest members

**Ted West:** [soulardcoffeegarden@gmail.com](mailto:soulardcoffeegarden@gmail.com)

Ted is an engineer-turned-restaurateur who has also turned his attention to writing

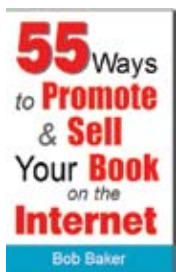
**Doug Schneider:** [paradisemo@aol.com](mailto:paradisemo@aol.com)

Doug has had 44 addresses, living on three continents, and in four countries and ten states. He is currently writing vignettes about his experiences and has created a literary form which he calls the eletter. 

## Member Spotlight: Bob Baker



When Bob Baker attended his first SLPA meeting in the summer of 2003, little did he know just how involved in the organization he would become. "Within a couple of months I was a speaker at a monthly meeting, and not long after that I was nominated to run for the SLPA board," Bob says.



Bob did not start attending meetings as an "aspiring" author. He already had three books under his belt (two traditionally published and one self-published). Bob had also spent several years establishing himself online as an expert in a specific niche: low-cost marketing ideas for independent musicians. His most popular title is the *Guerrilla Music Marketing Handbook*.

"While I was doing well with my books at that point, I had very little interaction with other authors and people involved in publishing," Bob recalls. "It was SLPA member Julie Hood who encouraged me to get involved. I'm so glad she did, because it opened up a whole new world for me."

After serving a year as vice president on the SLPA board of directors, Bob went on to serve three years as the SLPA's president (2005-2007). "That was an awesome experience," he explains. "While my original reason for joining was to learn more about creating, promoting and selling books—and I certainly have learned a lot in those areas—my greatest joy is being an inspiration for newer authors. There's nothing more satisfying than seeing someone come to their first meeting as a newbie and then a year later hold up their first book to a round of applause."

Bob quit his full-time time job in 2004 and has been successfully growing his home-based publishing business ever since. He's churned out three more self-published books over the last few years, including *Unleash the Artist Within* and *MySpace Music Marketing*.

His seventh paperback book, called *55 Ways to Promote & Sell Your Book on the Internet*, is due out next month. He'll also be speaking for the third time at IBPA's annual Publishing University conference in New York City at the end of this month.

"After many years of inspiring musicians to empower themselves and promote their talents, I'm getting just as much joy out of spreading that same message to authors," Bob adds. "I believe everyone has a unique gift to share with the world, and I'm on a mission to make sure that as many people as possible give themselves the opportunity to let their light shine."

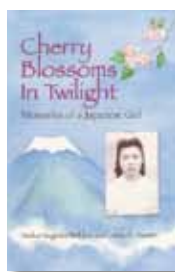
For more information on Bob and his books, visit [FullTimeAuthor.com](http://FullTimeAuthor.com) and [TheBuzzFactor.com](http://TheBuzzFactor.com)

## Behind the scenes with the board



### Linda Austin, Secretary

As SLPA secretary, Linda Austin is responsible for keeping the recorded history of the activities and decisions of our association. She is also tasked with distributing those records, including filing appropriate papers with the State of Missouri.



Linda's publishing endeavors began when she wrote a memoir of war and culture detailing her Japanese mother's life growing up near Tokyo during World War II. Linda created her own company, Moonbridge Publications, to publish *Cherry Blossoms in Twilight: Memories of a Japanese Girl*, and hopes to write and publish books based on her own life stories. She has become an

avid fan of the memoir genre and started the *Cherry Blossom Memories* blog to encourage others to capture their stories. In 2005 she attended an SLPA Small Press Month event, chose to self-publish, and joined SLPA that fall to learn how to market her book. She then published a second edition with all she had learned from the SLPA meetings and events. Linda was pleased to join the board to give back in thanks for all she has learned—and is still learning.

Because of publicity about her book, Linda was asked to speak at a meeting of the Japan America Society Women's Association and is now the President of that group. She recently resigned from working part time as office manager for a small nonprofit and assisting with treasurer duties for another nonprofit, but still works occasionally as a face painter and keeps busy caring for her mother. Contact Linda at [linda.austin@earthlink.net](mailto:linda.austin@earthlink.net).

## Next Deadline

## May 21

### Don't be late – no kidding!

Send us news on your new releases or upcoming appearances or anything else you wish to share.

Get your news and articles in EARLY! Send your information, articles and announcements to [newslettereditor@stlouispublishers.org](mailto:newslettereditor@stlouispublishers.org).

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