

Yellow Journalism & Double Standards Prevail at Herald & News

By Lawrence Kogan

As Seen in the [Klamath Falls Herald & News](#) (July 26, 2016)

[H&N's editors, once again](#), draw factual conclusions favoring one local constituency and ideology over another, effectively violating [professional journalist ethical standards](#).

KID's 2/29/16 Meeting Minutes do NOT state I was hired solely to assist the district in negotiating a contract to repair the deteriorating C Canal flume; rather they state I was retained "to oversee the Flume contracts [and give \[the district\] some specialized guidance](#)."

KID Board members Cacka & Carleton, who have since feigned ignorance, were familiar with my federal law and policy work when I was hired. Indeed, they had been forewarned by [Reclamation contractor/ Klamath Basin Agreement moderator, Ed Sheets](#), about my opposition to the Montana CSKT Water Compact the implementation of [which he also moderates](#).

My engagement agreement, posted on H&N's website, clearly defines my primary task as preventing that contract and the basin agreements from compromising district patrons' land and water interests and identifies my Montana work.

H&N's editors unfairly support Cacka's and Carleton's claims, made in ethics and bar complaints, that they had been [deceived about the purpose of my hire](#).

They cleverly try to absolve these directors of their state law obligation to scrutinize my contract.

H&N's editors conveniently overlook the [fiduciary duties of care, loyalty and obedience](#) such directors owe to district patrons and the Board.

[These duties](#) required them to carefully examine my contract, especially in the absence of a KID manager.

[These duties](#) also prohibited Cacka & Carleton from repeatedly disrupting district business, having my board-confidential [unredacted engagement agreement faxed](#) to [Malin Potato Cooperative](#), and publicly disclosing its privileged contents through H&N.

Why hasn't H&N reported this, or Cheyne-Knoll-Smiths' lack of knowledge regarding Attorney William Ganong's authorized tasks, considering his 30-year failure to provide the district with an engagement agreement?

This is [editorialism](#) and an improper exercise of [editorial discretion](#).

Lawrence Kogan recently served as special counsel to the Klamath Irrigation District. He is managing principal of the Kogan Law Group, P.C. in New York