

CERTIORARI

Journal of Consumer Advocacy

CONSUMER INFORMATION FOR THE CLIENTS AND FRIENDS OF FRASIER, FRASIER & HICKMAN, LLP

Page 28
Perseverance
Pays Off

Page 2
Grounds For Divorce

**Frasier, Frasier
& Hickman, LLP**
Attorneys at Law

1700 Southwest Boulevard
Tulsa, Oklahoma 74107
918-584-4724 or
1-800-522-4049

Internet site:
<http://www.frasierlaw.com>

E-mail Address:
frasier@tulsa.com

Thomas Dee Frasier
1924-2001

James E. Frasier

Steven R. Hickman

John W. Flippo

Frank W Frasier

George M. Miles

Kathryn H. Black

Maureen M. Johnson

Adam R. Burnett



● **CONSUMER**

Medical Bills: No Surprises

Under a new law that went into effect this year, patients are greatly protected from surprises in medical care costs and “balance billing” – or billing the patient for more than insurance allows.

If a patient has insurance and an emergency, he can go to even an out-of-network provider, which cannot charge more than what would have been charged through an in-network provider.

Additionally, if a patient goes to an in-network provider, such as a hospital, but is treated by an out-of-network provider, such as an anesthesiologist, the other can only charge in-network charges.

There can be no balance billing.

If a person is uninsured and needs non-emergency care, the patient has the right to ask the primary medical provider for a good faith estimate of costs. The primary provider must then go to all other providers (medical labs, pharmacies, equipment providers, hospitals, or other providers, etc.) and obtain a good faith estimate for their portions of the charges for the medical care. Then, the primary provider has to give a full and itemized good faith estimate to the patient, all within three days.

This new law will go a long way



The patient has the right to ask the primary medical provider for a good faith estimate of costs.

towards making sure that uninsured patients know what they are choosing in medical care before incurring crushing charges, and that insured patients pay no more than the deductibles, co-pays and out-of-pocket limits that their insurance provides for.

Also, hospitals are required to post publicly how much they are getting paid from the different insurance companies, Medicare, Medicaid or self-pay for different procedures. This also gives patients, especially those not covered by insurance, ability to shop around for the best deal and also protects them where they got treatment on an emergency basis.

● WORKER

Workers' Compensation Perseverance Pays Off



In February 2019, a young welder was working in an awkward position when he felt a sudden pain in his back. He immediately reported the injury to his supervisor and the supervisor took him to a hospital emergency room where he was provided medical care. He was then sent to a company doctor, who diagnosed him with a sprain and sent him back to work.

Four months later, the welder returned to the company doctor as he was still having significant pain. The company doctor sent him to physical therapy, which lasted three months. According to the physical therapist, the young welder was able to achieve approximately 70% of his anticipated healing. He was released nonetheless, good as new, according to the company doctor.

Several months later, in February 2020, the welder was still suffering with pain and, this time, the company sent him to a different company doctor. This doctor provided him with epidural steroid injections in his spine. The injections provided some relief. His last injection was in July 2020, when the second company doctor released him the second time from further care.

The young welder continued working and, in December 2020, a friend recommended he get a lawyer. He called Frasier, Frasier & Hickman, LLP.

We filed a Workers' Compensation claim for him against the company. Even after one and a half years of providing conservative treatment for its injured employee, the company denied the claim. This denial continued all the way to trial. The trial was held in February 2022. For the duration of the year after we filed the claim, the welder received no medical treatment because the company refused and the court was slow.

The judge ruled in his favor and now, two years after his injury, this fellow is going to get the treatment he has needed all along. Although he will not get to choose his new doctor, the judge ruled he can get a different one not controlled by the employer.

As this example shows, the Workers' Comp process may be exceedingly slow, but with a lawyer a person can finally be assured his rights and the benefits the law provides.

● FAMILY RELATIONS

Grounds for Divorce

Love is grand. But sometimes marriage does not work out and the relationship must end. Oklahoma law provides specific grounds whereby a district court may grant a divorce. They are:

- abandonment for one year,
- adultery,
- impotency,
- when the wife at the time of her marriage was pregnant by another than her husband,
- extreme cruelty,
- fraudulent contract,
- incompatibility,
- habitual drunkenness,
- gross neglect of duty,

- imprisonment for a felony,
- insanity for a period of 5 years.

Further, when a party gets a divorce in another state which does not release the procuring party from marital obligations, the Oklahoma party may use this fact as grounds for a divorce in Oklahoma.

Oklahoma allows divorcing parties to claim more than one ground for divorce in his or her petition or counterclaim.

The vast majority of divorces which this office has obtained for its clients were based on incompatibility. However, we have seen divorces for abandonment, adul-

tery, extreme cruelty and habitual drunkenness, on occasion.

Sometimes, a party claims something other than incompatibility with the thought that, by accusing the other party of immoral conduct, the divorce settlement will be more favorable. This might be true in limited cases, such as extreme cruelty and a custody dispute. But in most cases child support, property settlement and alimony are decided as no-fault issues and no tactical advantage is gained by the accusations.

There are some who want to include stupidity as a ground for divorce in Oklahoma, but stupidity is not accepted.

Recently released research data confirms facts we already knew here at Frasier, Frasier & Hickman, LLP, and it bears repeating.

Unions build up the overall prosperity of whole communities.

Unions, after all, brought us the weekend, the 40-hour work week, employee health insurance, pensions and other now-standard work benefits.

Research conducted by the Economic Policy Institute showed states with higher union density have higher minimum wages, and better health care benefits, access to health and family leave.

Additionally, the 17 states with highest rates of union representation also had the fewest voting restrictions.

None of this really comes as any



“The test of our progress is not whether we add more to the abundance of those who have much; it is whether we provide enough for those who have too little.”

–Franklin D. Roosevelt, January 20, 1937

surprise to those who have been paying attention to where workers have real influence in policy.

So where does Oklahoma stand?

According to EPI’s research, Oklahoma was ranked as a “low density” state – listed 36th among the states with a “union density” of 7.3 percent.

For comparison, the state with the highest union density was New York at 24.7 percent; and the lowest union density was in South

Carolina at 2.3 percent.

The study found that minimum wages across the states ranged from the low of \$7.25 – in Oklahoma and many other states – to a high of \$15.20 in the District of Columbia. New York’s minimum wage is \$12.50.

Union participation is the tonic that drives the healthy conditions that benefit the entire community and state.

–Frank Frasier

● CASE FILE

Employers Can No Longer Force Arbitration in Sexual Assault and Harassment Cases

President Biden has signed into law a new bill that ends employer-forced arbitration of sexual harassment and assault. The law is known as the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021.

The aim of this legislation is to end the practice of requiring the victims of sexual assault and harassment to arbitrate their claims.

Employers have relied on pre-dispute arbitration agreements that forced employees to submit all employee disputes, including discrimination claims, to binding arbitration. Since the employer is the arbitrator’s customer, the arbitrator, with a wink and a nod, generally turns away the employee. (Manufacturers of consumer products put similar provisions in the small print of sales documents and get the same protection if consumers need to sue.) The Oklahoma courts have fought this abuse, but the U.S. Supreme Court has upheld the power of employers and businesses against the little guy.

This law will end the employer advantage, but only as to employee sexual harassment and assault

claims, and it will restore the rights of the employee to utilize the public courts in disputes with their employers relative to such claims.

Further, this law provides that it is the court who decides whether or not the arbitration clause applies to a particular claim, and not the arbitrator. This claws back some of the power that had been granted to the employer.

An employee may now bring their claims in district court and hold the offenders publicly accountable rather than allowing the employer to protect itself from the bad press of a sexually toxic work environment or the actions of members of the employer’s team. This law finally restores some of the employees’ power to protect themselves from their employer.

“Consumer and employee representatives and unions have long fought to stop mandatory arbitration in the consumer and employment contexts, but are out-powered. This law is hopefully a first step to restore justice to the common people,” noted Frank Frasier.

CERTIORARI

Journal of Consumer Advocacy

PRSR-STD
U.S. Postage
PAID
Tulsa, OK
Permit #2146

● SPRING 2022

Frasier, Frasier & Hickman, LLP

1700 Southwest Blvd.
Tulsa, Oklahoma
74107

RETURN SERVICE REQUESTED

certiorari, (ser-she-eh-ra-re) noun [Latin, to be informed]; to be informed as a means of gaining appellate review; a common writ. When at least four of the nine U.S. Supreme Court justices vote to hear a case, the court issues a writ of certiorari.

● EDUCATION

Scholarship Applications Available

The Julia Fredin Frasier Foundation is accepting scholarship applications from high school seniors preparing to continue their education.

The forms may be obtained by calling, writing, emailing or coming into the office of Frasier, Frasier & Hickman, LLP. The application deadline is June 1, 2022.

Julia Fredin Frasier passed away in 1996. She was married for 50 years to the firm's founding partner Tomy Dee Frasier. The Foundation was organized in recognition of her great interest in the education of young people.

Annually, the Foundation awards around 40 scholarships of \$1,000 each. The total given out over the years exceeds the original endowment amount and is approaching \$1,000,000.

