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CHARITY SPOTLIGHT: RAISING MONEY FOR HAITIAN ORPHANS

The January 12, 2010 earthquake in Haiti has caused untold death, destruction, and misery for the people living in one of the poorest nations in the Western Hemisphere. Help is desperately needed now for the most basic and immediate necessities of the Haitian people. Help will continue to be needed for many weeks, months, and even years as the Haitian people attempt to pick up their shattered lives and rebuild.

Many Tennesseans have been helping some of the most helpless and needy Haitians since well before this terrible earthquake. Now, their efforts will be needed more than ever before.

The "Barefootin' For Haiti" Golf Classic raises money for the Coq Chante Orphanage and School. Prior to the earthquake, the Coq Chante

Orphanage housed approximately eight-teen young girls orphaned in a mountainous area of Haiti. The girls, age 3-16, are provided food, shelter, education, medical care, and love they otherwise wouldn't receive.

Often when girls are orphaned in Haiti and have nowhere like the Coq Chante Orphanage, they face an almost unimaginable existence for a young girl. Many are forced into a life of prostitution in order to survive, while others are reportedly kidnapped and sold as slaves in the Dominican Republic. Still others reportedly become child slaves in their own country, and untold numbers simply die on the streets from disease, starvation, or abuse.

According to reports from the pastor of White Stone Church in Knoxville, who has made many trips to Haiti, a large portion of the building structure at

Coq Chante collapsed during the earthquake. Also, the youngest of the orphans died as she was coming down the front steps and the front end of the building collapsed. Many others involved with the orphanage are still unaccounted for.

For more information about the Barefootin For Haiti Golf Classic and how to support the Haiti relief effort and/or the Coq Chante orphanage and school, you can go online to www.haitigolfclassic.org/HGC; www.whitestonechurch.org/haiti_updates.asp; or, www.harvestfieldhaiti.org.

"NOTHING CAN STOP THE MAN WITH THE RIGHT MENTAL ATTITUDE FROM ACHIEVING HIS GOAL; NOTHING ON EARTH CAN HELP THE MAN WITH THE WRONG MENTAL ATTITUDE."

— THOMAS JEFFERSON



ATTORNEYS:

- G. Frank Lannom
- B. Keith Williams
- Melanie Bean
- James R. Stocks

THE PEOPLE'S VOICE

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WATCH FOR THE SMALL PRINT

THE LARGE PRINT GIVETH, and the small print taketh away.

With all the talk and debate about healthcare reform going on lately, and regardless of how one feels about the prospect of more government control of our healthcare system, we all need to take a good look at our own healthcare coverage options and consider how the provisions in our own insurance plans will impact our ability to obtain needed medical treatment.

Unfortunately, it seems that while the insurance industry talks a good game, many con-

tinue to raise rates while at the same time are continually finding new ways to limit the care that those higher rates will provide, and even worse, to limit our ability to protest and fight them when they wrongly deny services.

Indeed, corporate America has found yet another way to take away consumers' rights. On the one hand, companies impressively market their healthcare, nursing homes and insurance products and services. On the other hand, in order to buy these product or services the consumers are required to sign a contract. **It's the clauses in the small print that force consumers to give up their right to go to court if they are not treated fairly.**

These types of contracts affect us all. In fact, I personally had a run-in with my own health insurance company regarding a PET scan needed to screen me for cancer. As many of you know, I am a cancer survivor, and the test was ordered by my oncologist. Even though my own doctor believed the test necessary, it was denied by some punk sitting in a cubical in

Chattanooga. I asked for a review. It was transferred to another punk in another cubical.

I looked into filing a lawsuit to get what I had paid for over the past 17 years, but I found the effort was useless: my contract had an "arbitration clause." When I purchased the policy of insurance I waived my right to have an independent judge or jury decide who was in the right. My only option was to submit the issue to an arbitrator. However, the insurance company had to agree on the arbitrator and I had to pay half of the costs. Well - **half the costs would pay for the PET scan - not to mention the year to eighteen months it would take to get a decision!**

That's right! I fight insurance companies 80 hours every week and I was taken. Even worse, these types of arbitration clauses are not limited to Health Care...so be sure to look at all contracts before you sign.

This limitation shows just why we should not lose trust in the Civil Justice System. It has problems, but "We The Peo-



ple," have an opportunity to take care of "We The People" in the Civil Justice System. The system is by no means perfect but it's the best system on earth. Beware of attempts to limit your access to it.

—B. Keith Williams

PRACTICE AREAS

- Auto Accidents
- Aviation Accidents
- Construction Accidents
- Dangerous Products
- Medical Malpractice
- Motorcycle Accidents
- Nursing Home Abuse
- Personal Injury
- Trucking Accidents
- Vehicle Rollovers
- Workers' Compensation

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RECALLS—RECENT ITEMS RECALLED

While this is not a complete list, here are a number of the most recent items that have been recalled in the last several months for various reasons. Notably, there have been a large number of recalls for various types of window coverings due to the risk of strangulation, including a call for recall to repair **all** roman shades and roll up blinds issued by the Window Covering Safety Council.

Safety 1st Disney Care Center Play Yard and Eddie Bauer Complete Care Play Yard, imported by Dorel Juvenile Group, Inc. and sold nationwide at Babies "R" Us, Kmart, Sears, Target and Walmart between January 2007 and October 2009. Models included in the recall are portable and came with a bassinet attachment and built in changing station. The products are being recalled due to suffocation hazard.

LG Electronics Tianjin Appliance Co. Portable Dehumidifiers, various models sold as Goldstar and/or Comfort-Aire brand at Home Depot, Walmart and Heat Controller, Inc. stores nationwide from January 2007 through June 2008 due to fire and burn hazards.

Tool Bench Utility Knife, sold at Dollar Tree, Dollar Bills, Greenbacks and Deals stores nationwide between April 2009 and October 2009 due to laceration hazard.

Certain 2009-2010 Model Polaris All Terrain Vehicles, sold at Polaris dealers

nationwide between February 2009 and November 2009 due to crash hazard related to potential of front suspension ball joint stem separating from the steering knuckle and causing loss of steering control.

Vicks Dayquil Cold & Flu 24-Count Bonus Pack Liqui-caps, sold nationwide between September 2008 and December 2009, due to failure to meet child-resistant closure requirement

Various Safety 1st, Cosco, Eddie Bauer, and Disney Branded Infant Car Seat/Carriers manufactured by Dorel Juvenile Group, Inc., sold nationwide between January 2008 and December 2009 because of potential fall hazard when used as an infant carrier since the child restraint handle to the seat can loosen and come off.

Hampton Bay Dehumidifiers, Model HB-50 sold nationwide at Home Depot from November 2000 through May 2007, due to fire and burn hazards.

Roman Shades with Black-out Lining, sold exclusively at Restoration Hardware Baby & Child stores, catalog, and website nationwide from June 2008 through August 2009, due to risk of strangulation.

American Vintage Faux Wood Blinds, sold at various blind dealers in Texas from April 2009 through September 2009, due to risk of strangulation.

Roman Shades by Draper, Inc., sold at specialty window covering dealers nationwide between March 2000 and September 2009, due to risk of strangu-

lation.

Newport Energy Solution Roman Shades by Louis Hornick & Co., sold at Ross Stores nationwide between March 2009 and October 2009, due to risk of strangulation. The shades in this recall are the same shades subject to the previous recall by Louis Hornick & Co. that were sold at Bed, Bath & Beyond stores.

Airtex Design Group, Inc. Roman Shades, sold exclusively at The Land of Nod stores in Illinois and Washington state, catalog and website between February 2007 and August 2009, due to risk of strangulation.

Jute/Poly Roman Shades from West Elm, sold through West Elm catalogues and website from January 2005 through August 2009, due to risk of strangulation.

Deluxe Matchstick Roll Up Shades, sold at Big Lots stores nationwide from January 2009 through June 2009, due to risk of strangulation.

Roman Shades and Paxton Roller Shades sold through Pottery Barn, Pottery Barn Kids, and PBteen due to risk of strangulation. The Roman shades were sold Pottery Barn, Pottery Barn Kids, and PBteen catalogues and online at the Pottery Barn, Pottery Barn Kids and PBteen websites from January 1998 through October 2009. The Paxton Rollers were sold through the Pottery Barn catalogue and website from January 2003 through October 2009

You can visit www.cpsc.gov for more specific information about these and other recalled items.

Roman Shades by All Strong Industry (USA) Inc., sold at Walmart and other retailers nationwide between January 2003 and May 2005, due to risk of strangulation.

Lotus & Windoware Inc. 1/4 Inch Roll Up Blinds, sold at Ace Hardware and Big Lots stores nationwide between January 1999 and April 2009, due to risk of strangulation.

Roman Shades and Roll Up Blinds by JC Penney, sold at JC Penney stores, JC Penney Custom Decorating, Catalog, and website from at least 1999 through October 2009, due to risk of strangulation.

Roman Shades and Roll Up Blinds by Walmart, sold at Walmart stores nationwide and online at walmart.com and samsclub.com between January 1999 and September 2009, due to risk of strangulation.

The Window Covering Safety Council, announced a voluntary recall to repair **all** roman shades and roll up blinds to prevent the risk of strangulation in children. The CPSC has received reports of 5 deaths and 16 near strangulations in roman shades since 2006, and 3 deaths since 2001 in roll up blinds

WORKERS' COMPENSATION ISSUES: BASIC RIGHTS

We often find that many people who are hurt at work have no understanding of what kinds of benefits they are entitled to receive under the Tennessee Workers' Compensation Laws. Generally, there are four basic types of benefits you may be entitled to receive if you are hurt at work: Medical Benefits, Temporary Disability Benefits, Permanent Disability Benefits, and Death Benefits.

Medical Benefits

Employers are required to provide, free of charge, a panel of three doctors from which you can choose one to treat your injuries. This doctor is called the "authorized treating physician." You are entitled to receive reasonable medical treatments related to your injury. If a specialist is required, the authorized treating physician may refer you, or the employer may offer a panel of specialists from which you can choose. Unfortunately, many employees find that the employer and/or the workers' compensation insurance carrier challenge the treating doctor's judgment and attempt to deny treatments even where the doc-

tor has recommended the treatment.

Temporary Disability Benefits

Employees are entitled to weekly benefits when the authorized treating physician determines that the employee is unable to work because of the injury while still treating and trying to get better. The amount of the temporary disability benefits is based on a percentage of the employee's average weekly wage for the 52 weeks worked prior to the injury. The payments are biweekly and are made from the date of the injury until the employee's medical recovery is complete, or the worker is able to return to work, whichever occurs first.

Permanent Disability Benefits

After an employee heals as much as he or she is going to heal, that is usually when temporary benefits end and permanent benefits begin. If the injured employee is not able to recover completely, the employee will reach what is called "maximum medical improvement" and the doctor will assign a medical impair-

ment rating. That rating is an attempt by the doctor to represent the amount that your body or a particular part of your body has been permanently impaired by your workplace injury.

This medical impairment is then combined with vocational factors to arrive at a vocational disability rating, which is essentially an expression of how the permanent injury affects the employee's ability to be gainfully employed. Someone who is 100% vocationally disabled is entitled to permanent total disability benefits, while someone with less than 100% vocational disability is entitled to permanent partial disability benefits. The payment of permanent disability benefits is an attempt to compensate you for the future wages you will lose as a result of your injury.

Death Benefits

When an injury results in death of a covered employee, the surviving spouse, children, and other dependents are entitled to benefits.

—Jim Stocks



A LITTLE LOCAL HISTORY: DUELING POLITICIANS

In 1826, Sam Houston—who served as both Tennessee and Texas governor, and for whom Houston, Texas is named—was involved in a duel at the dueling grounds near the Tennessee/Kentucky border near Franklin Kentucky.

Houston won his duel, gravely wounding General William A. White. The duel itself, however, was part of a convoluted series of events that involved the future governor of Tennessee, the then current President of the United States, and a fu-

ture President as well.

As it turns out, General White was the stand-in for Nashville's postmaster, John P. Erwin. Erwin was the son in law of Andrew Jackson's nemesis, Henry Clay of Kentucky, and Jackson had promoted another candidate for Nashville postmaster against Erwin.

Jackson therefore encouraged Houston to try and thwart Erwin's appointment, and Houston actually wrote

to President John Quincy Adams, writing that Erwin "is not a man of fair and upright moral character." Houston, then a U.S. Representative, also attacked Erwin in a speech on the House Floor.

When Houston returned to Tennessee from Congress, Erwin sent a professional duelist to challenge Houston. Houston rejected that challenge, but General White then challenged Houston, who reluctantly accepted.

Jackson gave Houston dueling advice, and Houston practiced at Jackson's home, the Hermitage. Houston emerged from the

duel without injury. General White was struck in the groin, but survived. A Kentucky grand jury indicted Houston, but Tennessee's governor refused to arrest or extradite him, arguing he had acted in self defense.

—Jim Stocks