

JUDICIAL ADVOCATES

Litigation Consultants

CIVIL CASE CLIENT INTAKE GUIDE

A Complete Guide to Completing the
Civil Case Intake Questionnaire

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INTRODUCTION

Understanding This Guide

This guide is designed to walk you through the 43-page Civil Case Intake Questionnaire prepared by Judicial Advocates. The questionnaire is comprehensive because civil litigation is complex — the information you provide forms the foundation for every document we prepare, every strategy we develop, and every argument we craft.

Unlike family law or criminal matters, civil litigation encompasses an enormous range of disputes: contract breaches, property disputes, personal injuries, business torts, employment claims, civil rights violations, and more. Each type of case has its own elements, defenses, and procedural requirements. The questionnaire is designed to capture the information necessary for all of these possibilities.

KEY PRINCIPLE

The quality of your case preparation is directly proportional to the quality of information you provide.

Incomplete or inaccurate information leads to weak pleadings, missed deadlines, and preventable losses.

Important Disclosures — Read Carefully

Before you begin, you must understand what Judicial Advocates is and what we are not:

CRITICAL DISCLOSURE

Judicial Advocates is NOT a law firm and is NOT licensed to practice law.

We are a research, consulting, and litigation strategy group that assists parties in document preparation, legal research, and litigation strategy development.

No attorney-client relationship is created by completing this questionnaire or by any work product we prepare.

We strongly recommend that you retain a licensed attorney to review all documents before filing.

This distinction matters for several reasons:

1. **Privilege:** Attorney-client privilege may not protect communications with non-attorneys in the same way it protects communications with licensed counsel.
2. **Liability:** Non-attorneys cannot provide legal advice, only legal information.
3. **Court Appearances:** Only licensed attorneys (or pro se parties) can appear in court.
4. **Judgment Calls:** Strategic decisions — whether to sue, settle, or appeal — require legal judgment that only a licensed attorney can provide.

How to Use This Guide

This guide is organized to follow the questionnaire section by section. For each section, we explain:

1. What the section is asking and why it matters
2. The legal context — what courts and attorneys look for
3. How to answer each question properly
4. Common mistakes to avoid
5. Tips for strengthening your case

TIP

Keep this guide next to you as you complete the questionnaire. Work through one section at a time.

Do not guess. If you do not know an answer, say so and explain what you do know.

Gather your documents before you start — you will need contracts, correspondence, photos, and financial records.

Section 1: TYPE OF CIVIL ACTION

Why This Section Matters

The type of civil action determines virtually everything about your case:

6. **Statute of Limitations:** Each type of claim has a different time limit. Contract claims in Oklahoma have a 5-year statute of limitations. Tort claims typically have 2 years. Miss the deadline, and your claim is forever barred.
7. **Elements:** Each cause of action has specific elements you must prove. Breach of contract requires proof of a valid agreement, breach, causation, and damages. Negligence requires duty, breach, causation, and damages. Fraud requires even more.
8. **Available Damages:** Contract claims generally limit you to compensatory damages. Tort claims may allow punitive damages if you prove fraud, malice, or willful misconduct.
9. **Procedural Requirements:** Some claims require pre-suit notice. Employment discrimination claims require filing with the EEOC first. Claims against government entities require Tort Claims Act notices.

LEGAL STANDARD

Civil litigation operates under the 'preponderance of the evidence' standard — you must prove your case is 'more likely than not' true (greater than 50%).

This is a lower burden than criminal cases ('beyond a reasonable doubt') but still requires credible evidence, not just allegations.

Contract & Commercial Disputes

Contract disputes are the most common type of civil action. They arise when one party believes the other failed to fulfill their obligations under an agreement. The questionnaire lists several categories:

Breach of Written Contract: A party failed to perform obligations clearly stated in a signed agreement. Written contracts are easiest to prove because the terms are documented.

Breach of Oral Agreement: A party failed to perform obligations agreed to verbally. These are harder to prove because you must establish what was actually agreed. Corroborating evidence (emails confirming the deal, witness testimony, partial performance) is essential.

Breach of Implied Contract: No express agreement exists, but the parties' conduct created an enforceable obligation. Example: You hire a plumber who shows up regularly, you pay monthly — even without a signed contract, there is an implied service agreement.

Breach of Warranty: A product or service failed to meet express or implied quality standards. This overlaps with product liability claims.

Specific Performance: You want the court to order the other party to fulfill their contractual obligations rather than pay damages. Typically used for unique items like real estate or rare goods.

Unjust Enrichment / Quantum Meruit: No contract exists, but one party unfairly benefited at another's expense. You seek the reasonable value of the benefit conferred.

WARNING

The Statute of Frauds requires certain contracts to be in writing to be enforceable: contracts for the sale of land, contracts that cannot be performed within one year, contracts for the sale of goods over \$500, and promises to pay another's debt.

If your oral agreement falls into one of these categories, it may not be enforceable regardless of its existence.

Tort & Personal Injury Claims

Torts are civil wrongs — conduct that causes harm to another person or their property. Unlike contracts (which are based on agreements), torts arise from legal duties imposed by law.

Negligence: The most common tort. You must prove: (1) the defendant owed you a duty of care; (2) they breached that duty; (3) the breach caused your injury; (4) you suffered actual damages. Example: A driver who runs a red light and hits your car.

Intentional Infliction of Emotional Distress (IIED): The defendant engaged in extreme and outrageous conduct intending to cause, or recklessly disregarding the probability of causing, severe emotional distress. The bar is high — everyday rudeness does not qualify.

Fraud / Fraudulent Misrepresentation: The defendant knowingly made a false statement of material fact, you reasonably relied on it, and suffered damages as a result. Fraud claims require heightened pleading — you must state the 'who, what, when, where, and how' with particularity.

Conversion: The wrongful exercise of dominion over another's personal property. Essentially civil theft. Example: Someone refuses to return property you loaned them.

Defamation (Libel/Slander): A false statement of fact (not opinion) that harms your reputation. Libel is written; slander is spoken. Public figures face a higher burden — they must prove 'actual malice.'

NOTE

Oklahoma follows a 'modified comparative fault' rule. If you are partially at fault for your own injury, your recovery is reduced by your percentage of fault.

If you are more than 50% at fault, you recover nothing. This defense will be raised — be honest about any contributing conduct.

Property & Real Estate Matters

Property disputes involve ownership, possession, or use of real property (land and buildings) or personal property (everything else).

Quiet Title: You seek a court declaration that you own property free of competing claims. Used to clear title defects, resolve boundary disputes, or eliminate old liens.

Ejectment / Forcible Entry & Detainer: You seek to remove someone wrongfully occupying your property. FED actions have strict procedural requirements and short timelines.

Boundary Disputes: Disagreement over where your property ends and your neighbor's begins. Often requires surveys and may involve claims of adverse possession.

Partition: Co-owners seek to divide jointly-owned property or, if division is impractical, force a sale and divide the proceeds.

Mechanics Lien / Construction Disputes: Contractors, subcontractors, and suppliers claim payment for work performed on real property. Liens must be filed within strict deadlines.

Employment & Civil Rights

These claims often have mandatory administrative exhaustion requirements before you can file in court.

Employment Discrimination: Claims based on race, sex, religion, national origin, age, or disability. Federal claims require filing with the EEOC and receiving a 'Right to Sue' letter before court action.

Wrongful Termination: Oklahoma is an 'at-will' employment state — employers can fire employees for any reason or no reason, with limited exceptions for public policy violations, whistleblower retaliation, and discrimination.

Civil Rights (42 U.S.C. § 1983): Claims against state or local government actors who violate your constitutional rights while acting 'under color of law.' These claims go to federal court.

Wage/Hour Violations: Claims for unpaid wages, overtime, or minimum wage violations under the FLSA or state law.

CRITICAL DEADLINE

EEOC charges must be filed within 180 days of the discriminatory act (or 300 days if a state agency also has jurisdiction).

Missing this deadline forever bars your federal discrimination claim — no exceptions.

Probate, Estate & Fiduciary Matters

These disputes involve wills, trusts, estates, and the conduct of fiduciaries (trustees, executors, guardians, agents under power of attorney).

Will Contest: Challenge to the validity of a will based on lack of capacity, undue influence, fraud, or improper execution.

Trust Dispute: Challenges to trust administration, trustee removal, trust interpretation, or breach of trust.

Breach of Fiduciary Duty: A fiduciary failed to act in the beneficiary's best interest. Fiduciaries include trustees, executors, corporate officers, attorneys, and agents.

Estate Administration Dispute: Challenges to how an executor or administrator is managing estate assets.

How to Complete This Section

Check ALL categories that apply to your dispute. Many disputes involve multiple claims. For example:

10. A business partner who steals company funds may give rise to breach of contract, breach of fiduciary duty, conversion, and fraud claims.
11. An employee wrongfully terminated may have claims for discrimination, retaliation, and defamation if false reasons were given.
12. A construction dispute may involve breach of contract, mechanics lien enforcement, and negligence.

Indicate whether you are the Plaintiff/Petitioner (bringing the claim) or Defendant/Respondent (defending against a claim). If you are responding to a lawsuit, you may also file counterclaims against the party who sued you.

Estimate the monetary value of your claims. This determines court jurisdiction and filing fees. Be realistic — inflated damages claims undermine credibility. If your claim is primarily for non-monetary relief (injunction, declaratory judgment, specific performance), check that box and explain what you are seeking and why money alone is not adequate.

Section 2: CLIENT / PLAINTIFF INFORMATION

Why This Section Matters

Accurate client information is essential for several reasons:

13. **Pleading Requirements:** The petition or complaint must accurately identify the plaintiff. A misspelled name or wrong entity can create jurisdictional problems.
14. **Standing:** Only a party with a legal interest in the dispute has 'standing' to sue. The wrong plaintiff means no standing — and dismissal.
15. **Diversity Jurisdiction:** If you are filing in federal court based on diversity of citizenship, your state citizenship determines whether the court has jurisdiction.
16. **Service and Communication:** We need reliable contact information to reach you, and the court needs a valid address for service.

Individual vs. Entity Clients

Identify whether the client is an individual person or a legal entity (corporation, LLC, partnership, trust, government entity).

IMPORTANT DISTINCTION

Individuals sue in their own name. Entities sue in the entity's name.

Corporations and LLCs are citizens of the state where they are incorporated/formed AND the state where they have their principal place of business.

This affects federal diversity jurisdiction.

If you are representing an entity, you must identify the entity's state of formation (where the articles of incorporation or organization were filed) and principal place of business (where the entity's main operations and decision-making occur).

Even for entity clients, we need information about the authorized representative — the person who will sign documents and provide information on behalf of the entity.

How to Complete the Contact Information

Full Legal Name: Use your complete legal name as it appears on official documents. For entities, use the exact legal name on file with the Secretary of State — not a trade name or 'doing business as' (DBA) name.

Current Mailing Address: Provide the address where you actually receive mail. This will be used for court notices. If you use a P.O. Box, also provide a physical address.

County of Residence: Your county determines venue (where the case can be filed) in state court. In Oklahoma, venue is typically proper in the county where the defendant resides OR where the events occurred.

Preferred Method of Contact: Indicate how you want us to reach you. If you have concerns about privacy (a spouse or employer checking your mail/voicemail), let us know.

TIP

If your contact information is likely to change, provide multiple ways to reach you.
Missed communications can result in missed deadlines. Courts are unforgiving about deadlines.

Employment and Financial Information

We ask for employment and income information because:

17. Lost Wages: If you are claiming lost income, we need to establish your earning capacity.
18. In Forma Pauperis: If you cannot afford filing fees, financial information is required for the IFP application.
19. Collection: If you win a judgment, we need to understand the opposing party's ability to pay — but your own financial situation may also be relevant in some contexts.

Address at Time of Events

If your address at the time of the events giving rise to the lawsuit is different from your current address, provide both. This matters for:

20. Venue: Where the events occurred affects where the case can be filed.
21. Jurisdiction: Your domicile at relevant times affects citizenship for diversity jurisdiction.
22. Witness Location: Local witnesses are easier to subpoena.

Section 3: OPPOSING PARTY / DEFENDANT INFORMATION

Why This Section Matters

Properly identifying the defendant is one of the most critical aspects of civil litigation. A misnamed defendant can result in dismissal, wasted filing fees, and missed statute of limitations deadlines.

WARNING

You must sue the correct legal entity. If you sue 'ABC Company' but the actual entity is 'ABC Company, LLC' — you may have sued a non-existent entity.

Corporations, LLCs, and partnerships are separate legal entities from their owners.

Suing the wrong entity cannot be corrected after the statute of limitations expires.

How to Identify Individual Defendants

For individual defendants:

23. **Full Legal Name:** Use the person's legal name, not a nickname. If you only know a nickname or first name, state that and explain what you know.
24. **Current Address:** Service of process requires a valid address. If you do not know where the defendant currently lives, provide the last known address and any information about their whereabouts.
25. **Address at Time of Events:** This may be relevant for venue and jurisdiction.
26. **Employer:** Knowing where the defendant works helps locate them for service and may be relevant to damages collection.

How to Identify Entity Defendants

For corporations, LLCs, partnerships, and other entities:

27. **Exact Legal Name:** Search the Secretary of State's business entity database to verify the correct legal name. In Oklahoma, this is at sos.ok.gov.
28. **State of Formation:** Where the entity was incorporated or organized. This affects both jurisdiction and service requirements.
29. **Registered Agent:** Every entity doing business in Oklahoma must have a registered agent — a person or company designated to receive legal process. The registered agent's name and address are public record.
30. **Principal Place of Business:** For corporations and LLCs, this is where the entity's main operations and decision-making occur. This affects diversity jurisdiction.

TIP

Search the Oklahoma Secretary of State website (sos.ok.gov) to verify business entity names and registered agents.

For out-of-state entities, check that state's Secretary of State website.

The registered agent must be served unless the agent cannot be found with reasonable diligence.

Multiple Defendants

If your dispute involves more than one defendant, you must provide information for each. The questionnaire provides space for three defendants — attach additional pages if needed.

Consider whether all potentially liable parties have been identified. Joint tortfeasors (multiple parties who caused a single harm) can all be sued together. In contract cases, all parties to the contract may be proper defendants.

STRATEGIC NOTE

Including all proper defendants in the initial filing is important because:

- You may not be able to add new defendants after the statute of limitations expires
- If one defendant is judgment-proof (no assets), other defendants may be able to pay
- Defendants may try to blame each other — let them fight among themselves

Opposing Party Representation

If you know the opposing party is represented by an attorney, provide that information. Once you know a party is represented, all communications should go through their attorney — direct contact with a represented party can create ethical and legal problems.

If the opposing party has threatened litigation or sent you a demand letter, an attorney's name may appear on that correspondence.

Section 4: JURISDICTION & VENUE

Why This Section Matters

Jurisdiction determines which court has the authority to hear your case. Venue determines the specific geographic location where the case will be heard. Getting either wrong can result in dismissal and having to refile — potentially after the statute of limitations has expired.

LEGAL STANDARD

Jurisdiction: The court's authority to decide the case. Without jurisdiction, the court has no power to act.

Venue: The proper location among courts that have jurisdiction. Venue can be waived; jurisdiction cannot.

Federal Court vs. State Court

Most civil cases can be filed in state court. Federal courts are courts of 'limited jurisdiction' — they can only hear cases that meet specific criteria.

File in Federal Court if your case involves either:

31. Federal Question (28 U.S.C. § 1331): Your claim arises under federal law — the Constitution, a federal statute, or a federal treaty. Examples: civil rights violations (42 U.S.C. § 1983), employment discrimination (Title VII), patent/copyright infringement, securities fraud.
32. Diversity of Citizenship (28 U.S.C. § 1332): All plaintiffs are citizens of different states than all defendants, AND the amount in controversy exceeds \$75,000 (exclusive of interest and costs). Complete diversity is required — if any plaintiff shares citizenship with any defendant, diversity fails.

WARNING

For diversity jurisdiction, corporations are citizens of BOTH the state of incorporation AND the state of principal place of business.

If you are an Oklahoma resident suing an Oklahoma-headquartered corporation, there is no diversity — even if the corporation is incorporated in Delaware.

Amount in Controversy

For diversity jurisdiction, the amount in controversy must exceed \$75,000 — not equal to \$75,000, but more than \$75,000. The amount includes all claims that can be aggregated and includes the value of equitable relief sought.

The test is whether it appears to a 'legal certainty' that the claim is for less than the jurisdictional amount. Courts generally accept a good-faith allegation of the amount unless it is clearly frivolous.

Attorney's fees can count toward the amount in controversy only if they are recoverable under the applicable substantive law (contract provision or fee-shifting statute).

State Court Venue

In Oklahoma state court, venue is generally proper in:

33. The county where the defendant resides
34. The county where the events giving rise to the claim occurred
35. The county where a contract was to be performed
36. The county where real property at issue is located

Corporate defendants are deemed to reside in any county where they do business or have a registered agent. Venue for actions against the state or its agencies is typically in Oklahoma County.

Choice of Law

Choice of law determines which state's substantive law governs your dispute. This matters because different states have different rules.

If there is a contract between the parties, check whether it contains a choice-of-law clause. These clauses typically say something like: 'This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.'

Similarly, check for forum-selection clauses, which specify where disputes must be litigated: 'Any dispute arising under this Agreement shall be resolved exclusively in the state or federal courts located in Dallas County, Texas.'

IMPORTANT

Forum-selection clauses are generally enforceable. If you signed a contract with a forum-selection clause requiring litigation in another state, you may be stuck with that forum. Choice-of-law clauses do not affect jurisdiction — only what law applies once the court has jurisdiction.

Section 5: PRIOR & RELATED LEGAL PROCEEDINGS

Why This Section Matters

Disclosure of related cases is mandatory in both federal and state courts. Failure to disclose can result in sanctions, dismissal, or adverse inferences. Courts need this information to:

37. Coordinate with related cases that might be consolidated or transferred
38. Determine whether res judicata or collateral estoppel bars any claims
39. Identify bankruptcy proceedings that may stay (pause) the case
40. Assess whether administrative remedies have been exhausted

LEGAL DOCTRINE

Res Judicata (Claim Preclusion): If a final judgment has been entered on the merits of a claim between the same parties, that claim cannot be relitigated — even if you have new evidence or a better legal theory.

Collateral Estoppel (Issue Preclusion): If a specific issue was actually litigated and necessarily decided in a prior proceeding, that issue cannot be relitigated in a subsequent case.

How to Complete This Section

For each prior or related proceeding, provide:

41. **Case Number:** The court's docket number. Example: 'CJ-2024-1234' (Oklahoma state) or '4:24-cv-00567-GKF-JFJ' (federal).
42. **Court:** The specific court. Example: 'District Court of Tulsa County, Oklahoma' or 'United States District Court for the Northern District of Oklahoma.'
43. **Judge:** The assigned judge, if known.
44. **Parties:** Who filed against whom. Note if the parties are the same as in the current dispute.
45. **Outcome:** How the case ended — and the legal significance of that ending.

Understanding Case Outcomes

The manner in which a prior case ended determines its legal effect:

Judgment for Plaintiff or Defendant: A final judgment on the merits. This triggers res judicata — the same claims cannot be refiled.

Dismissed with Prejudice: The case was dismissed permanently, as if a judgment had been entered against the plaintiff. The claims cannot be refiled.

Dismissed without Prejudice: The case was dismissed without a final determination on the merits. The claims can be refiled — but watch the statute of limitations.

Voluntary Dismissal (Rule 41(a)): The plaintiff voluntarily dismissed their own case. The first voluntary dismissal is typically without prejudice. A second voluntary dismissal of the same claim is with prejudice.

Settled: The parties reached a settlement. The terms of the settlement agreement may affect what claims can be brought in the future — check whether you signed a release.

WARNING

If you previously sued the same defendant on the same claims and the case was dismissed with prejudice, those claims are forever barred.

If you signed a settlement agreement with a release, that release may bar additional claims — even claims you did not know about at the time.

Be completely honest about prior proceedings. The opposing party will find them.

Bankruptcy Considerations

If any party to the dispute has filed for bankruptcy, it significantly affects your case:

46. **Automatic Stay:** Filing bankruptcy automatically stays (pauses) most civil actions against the debtor. You cannot continue litigation without bankruptcy court permission.
47. **Discharge:** If the defendant's debt to you was discharged in bankruptcy, you cannot collect it — even with a judgment.
48. **Proof of Claim:** If the defendant is in bankruptcy, you must file a proof of claim in the bankruptcy case to have any chance of recovery.

Administrative Proceedings

Some claims require you to file with an administrative agency before going to court. This is called 'exhaustion of administrative remedies.' Examples:

49. **EEOC:** Employment discrimination claims under Title VII, ADEA, or ADA must be filed with the Equal Employment Opportunity Commission (or state equivalent) before filing in federal court.
50. **OSHA:** Whistleblower retaliation claims often require administrative filing first.
51. **Tort Claims Act:** Claims against government entities require pre-suit notice under the Oklahoma Governmental Tort Claims Act.

If you filed an administrative complaint, provide the charge number, filing date, and current status. If you have received a 'Right to Sue' letter from the EEOC, attach it.

This concludes Part 1 of the Civil Case Intake Guide, covering Sections 1-5 of the questionnaire. Part 2 will address Sections 6-10: Facts & Chronology, Basis of the Action, Claims/Causes of Action, Damages & Relief Sought, and Statute of Limitations.

Section 6: FACTS & CHRONOLOGY OF EVENTS

Why This Section Matters

This is the most important section of the entire questionnaire. The facts you provide here become the factual allegations in your petition or complaint. Every claim you make must be supported by specific facts — vague allegations lead to dismissal, and omitted facts cannot support your case.

CRITICAL

Your complaint must contain 'a short and plain statement of the claim showing that the pleader is entitled to relief.'

Under modern pleading standards (*Bell Atlantic v. Twombly*, *Ashcroft v. Iqbal*), you must allege facts that make your claims 'plausible on their face' — not merely 'possible.'

Conclusory allegations ('the defendant was negligent') without supporting facts will be dismissed.

How to Write an Effective Chronology

Your narrative should be organized chronologically — start from the beginning of the relationship or transaction and work forward to the present. For each significant event, provide:

52. **DATE:** Be as specific as possible. If you do not know the exact date, provide the best approximation ('mid-October 2024,' 'the first week of March'). Attach documents that establish dates.
53. **WHO:** Identify every person involved by name and role. If you do not know someone's name, describe them ('the manager on duty,' 'a tall man in a blue shirt who identified himself as the supervisor').
54. **WHAT:** Describe exactly what happened. What was said? What was done? Use quotations for exact words if you remember them. Describe physical actions in detail.
55. **WHERE:** Specify the location. If in a building, identify the room or area. If outdoors, describe the location precisely enough that someone could find it.
56. **WITNESSES:** Who else was present? Who else saw or heard what happened? These people may be essential witnesses.

EXAMPLE: Well-Written Fact Statement

On March 15, 2025, at approximately 10:30 a.m., I met with John Smith, the Vice President of Operations at ABC Corporation, in his office at 1234 Main Street, Suite 400, Tulsa, Oklahoma.

Also present was Jane Doe, Mr. Smith's executive assistant. Mr. Smith stated: 'We are terminating the contract effective immediately because we found a cheaper supplier.'

I responded that the contract required 60 days' written notice for termination. Mr. Smith said: 'Sue us if you don't like it.' I left the meeting at approximately 11:00 a.m.

I made contemporaneous notes of this conversation in my notebook (copy attached).

Key Dates to Establish

The questionnaire asks for several critical dates. These dates determine statutes of limitations, notice requirements, and the timeline of events:

Date the relationship or transaction began: When did you first enter into the contract, start the employment, purchase the property, or begin the relationship that gave rise to this dispute?

Date of first wrongful act or breach: When did the defendant first do something wrong? This starts the statute of limitations clock for some claims.

Date of last wrongful act or breach: When did the wrongful conduct end (or is it still ongoing)? Continuing violations may extend the limitations period.

Date you first became aware of the harm: This is critical for claims with a 'discovery rule' — the limitations period may not start until you knew or should have known of the harm.

Date of any demand letter or notice: Did you send a formal demand or cease-and-desist letter? When? Did you receive a response?

WARNING

Do not guess on dates. If you do not know, say 'on or about' or 'sometime in [month/year].'

Inconsistent dates between your questionnaire, deposition testimony, and trial testimony will destroy your credibility.

Gather and attach documents that establish key dates — contracts, emails, receipts, photographs with metadata.

Location of Events

Where events occurred affects both venue (where the case can be filed) and choice of law (what state's law applies). If events occurred in multiple locations, list all of them.

For each location, identify the full address including city, state, and county. The county is particularly important for state court venue analysis.

Section 7: BASIS OF THE ACTION — AGREEMENTS & OBLIGATIONS

Why This Section Matters

Every civil claim is based on an alleged violation of some duty or obligation. The nature of that obligation determines what you must prove and what remedies are available:

57. Contract Claims: Require proof of a valid agreement, breach, causation, and damages.
58. Tort Claims: Require proof of a legal duty, breach of that duty, causation, and damages.
59. Statutory Claims: Require proof of the elements specified in the statute — which may include additional requirements like intent or notice.
60. Fiduciary Claims: Require proof of a fiduciary relationship and breach of fiduciary duties.

Written Contracts

If your claim is based on a written contract, you must have a copy of that contract. If you do not have a copy, explain why and describe what efforts you have made to obtain one.

For each written contract, identify:

61. The date of the contract
62. All parties to the contract (these may become defendants)
63. The type of contract (purchase agreement, lease, employment, service, loan, etc.)
64. The specific provisions that were breached — cite section numbers if possible
65. Any amendments, addenda, or modifications

CRITICAL CONTRACT PROVISIONS

Review the contract for these provisions — they dramatically affect your case:

- Arbitration clause: May require you to arbitrate rather than litigate in court
- Forum-selection clause: May require litigation in a different state or county
- Choice-of-law clause: May require application of another state's law
- Limitation of liability: May cap the damages you can recover
- Liquidated damages: May specify a fixed amount of damages regardless of actual harm
- Attorney's fees provision: May allow recovery of attorney's fees by the prevailing party
- Notice requirements: May require you to give notice before filing suit

Oral Agreements

Oral contracts are enforceable but difficult to prove. You must establish:

66. The approximate date and place the agreement was made

67. Who was present during the conversation
68. The specific terms that were agreed to — be as precise as possible
69. Any written confirmation (emails, texts, letters) that corroborate the agreement
70. Any performance under the agreement by either party

WARNING — STATUTE OF FRAUDS

Certain contracts **MUST** be in writing to be enforceable under Oklahoma's Statute of Frauds (15 O.S. § 136):

- Contracts for the sale of land or any interest in land
- Contracts that cannot be performed within one year
- Contracts for the sale of goods over \$500 (UCC § 2-201)
- Promises to pay another person's debt
- Contracts made in consideration of marriage

If your oral agreement falls into one of these categories, it may not be enforceable.

Statutory Violations

If your claim is based on a statute or regulation, identify:

71. The specific statute or regulation (cite the title, section, and subsection)
72. How the defendant's conduct violated the statute
73. Whether the statute provides a private right of action (not all statutes do)
74. Whether the statute provides for attorney's fees or enhanced damages

Section 8: CLAIMS / CAUSES OF ACTION

Why This Section Matters

Each separate legal theory that entitles you to relief is a 'cause of action.' The same set of facts may support multiple causes of action. For example, if a business partner steals company funds:

75. Breach of Contract (violated the partnership agreement)
76. Breach of Fiduciary Duty (violated duty of loyalty and care)
77. Conversion (took property wrongfully)
78. Fraud (if there was intentional deception)
79. Unjust Enrichment (equity requires disgorgement)

Listing multiple causes of action is not redundant — it is strategic. Different claims have different elements, different burdens of proof, different defenses, and different remedies. If one claim fails, another may succeed.

LEGAL STANDARD

Each cause of action has specific 'elements' — facts you must prove to prevail.

Example — Breach of Contract requires proof of: (1) a valid contract; (2) plaintiff's performance or excuse for non-performance; (3) defendant's breach; (4) damages resulting from the breach.

Example — Fraud requires proof of: (1) a false material representation; (2) the defendant knew it was false or made it recklessly; (3) the defendant intended plaintiff to rely on it; (4) plaintiff actually relied; (5) damages resulted.

How to Complete This Section

For each cause of action, provide:

Legal Theory: Select the type of claim from the checklist (breach of contract, negligence, fraud, etc.) or describe it if 'Other.'

Specific Facts: Describe the facts that support THIS claim. Even if facts overlap between claims, state them separately for each claim.

Dates: When did the conduct occur? When did you discover the harm?

Damages: What harm resulted from THIS claim? Estimate monetary damages if possible.

Evidence: What evidence supports THIS claim? Check all applicable categories and describe specifically.

Witnesses: Who has knowledge of the facts underlying THIS claim?

TIP

Think of each cause of action as a separate mini-case.
You must be able to prove each element of each claim with admissible evidence.
If you cannot identify evidence for an element, the claim is vulnerable to dismissal or summary judgment.

Common Causes of Action Explained

Breach of Contract: The defendant failed to perform an obligation under a contract. You must prove: (1) a valid contract exists; (2) you performed your obligations (or were excused); (3) the defendant breached; (4) you suffered damages.

Fraud: The defendant made a false statement knowing it was false (or recklessly), intending you to rely on it, you did rely, and you suffered damages. Fraud requires 'heightened pleading' — you must state the 'who, what, when, where, and how' with particularity.

Negligence: The defendant owed you a duty of care, breached that duty, causing your injury. Common in personal injury, professional malpractice, and property damage cases.

Conversion: The defendant wrongfully exercised control over your personal property. This is civil theft — the remedy is typically the value of the property.

Unjust Enrichment: Even without a contract, the defendant received a benefit from you that it would be unjust for them to keep. You recover the reasonable value of the benefit conferred.

Breach of Fiduciary Duty: Someone who owed you fiduciary duties (trustee, partner, corporate officer, attorney) violated those duties. Fiduciary duties include loyalty, care, and good faith.

Civil Rights (42 U.S.C. § 1983): A state or local government actor violated your constitutional rights while acting under color of law. This is the mechanism for suing police, schools, and government officials for constitutional violations.

Section 9: DAMAGES & RELIEF SOUGHT

Why This Section Matters

You must specify what you are asking the court to award. The relief requested shapes the entire case — from jurisdictional analysis (amount in controversy for federal diversity) to trial presentation (what evidence is relevant to damages).

LEGAL PRINCIPLE

You can generally recover only damages that are (1) caused by the defendant's conduct and (2) foreseeable at the time of the wrongful act.

Speculative damages — damages that are uncertain or hypothetical — are not recoverable.

You have a duty to mitigate damages — to take reasonable steps to minimize your losses.

Types of Monetary Damages

Compensatory / Actual Damages: Out-of-pocket losses directly caused by the defendant's conduct. These are the damages needed to 'make you whole' — to put you in the position you would have been in but for the wrongful conduct. Examples: money paid for goods not received, medical bills, property repair costs.

Consequential Damages: Losses that result as a foreseeable consequence of the breach or wrongful act, even if not directly caused. Example: If a contractor fails to finish your store on time, you can recover lost profits from the delayed opening — if lost profits were foreseeable when the contract was made.

Lost Profits / Lost Income: Income you would have earned but for the defendant's conduct. You must prove lost profits with reasonable certainty — speculation is not enough. Historical financial records, industry data, and expert testimony may be needed.

Punitive / Exemplary Damages: Damages designed to punish the defendant and deter future wrongdoing. Available only for intentional torts, fraud, malice, oppression, or willful and wanton conduct. NOT available in most contract cases.

WARNING

Punitive damages require proof of more than negligence — you must show the defendant acted with malice, oppression, fraud, or reckless disregard.

In Oklahoma, punitive damages are subject to caps and procedural requirements.

Never claim punitive damages unless you have evidence of egregious conduct.

Statutory Damages: Some statutes provide for specific damages — often double or treble (triple) actual damages, plus attorney's fees. Examples: consumer protection statutes, antitrust laws, RICO.

Liquidated Damages: Many contracts specify the amount of damages to be paid upon breach. These provisions are enforceable if they represent a reasonable estimate of anticipated damages at the time the contract was made.

Restitution / Disgorgement: Requires the defendant to give up benefits wrongfully obtained — even if those benefits exceed your actual loss. Available in unjust enrichment, fraud, and breach of fiduciary duty cases.

Prejudgment Interest: Interest on damages from the date of the wrong to the date of judgment. In Oklahoma, the rate is specified by statute.

Non-Monetary / Equitable Relief

Sometimes money is not enough. Equitable relief asks the court to order the defendant to do something (or stop doing something).

Temporary Restraining Order (TRO): Emergency relief granted without a full hearing. Lasts only days. Requires showing immediate irreparable harm.

Preliminary Injunction: Relief granted after a hearing but before trial. Requires showing (1) likelihood of success on the merits; (2) irreparable harm without the injunction; (3) the balance of hardships favors the plaintiff; (4) the injunction serves the public interest.

Permanent Injunction: Final order after trial requiring the defendant to do or refrain from doing something.

Specific Performance: Court orders the defendant to fulfill their contractual obligations. Available when money damages are inadequate — typically for unique items like real property.

Declaratory Judgment: Court declares the parties' rights and obligations without ordering specific performance or damages. Useful for resolving uncertainty — e.g., whether a contract is valid, who owns property.

Quiet Title: Court declares the plaintiff owns property free of the defendant's claims.

KEY REQUIREMENT

To obtain equitable relief, you must show that monetary damages are inadequate.

'Irreparable harm' means harm that cannot be compensated with money — loss of a unique property, destruction of evidence, ongoing constitutional violations, etc.

Attorney's Fees

In the American system, each party generally pays their own attorney's fees — the 'American Rule.' Exceptions exist:

80. **Contract Provision:** If the contract provides for fee recovery, the prevailing party may recover.
81. **Statute:** Many statutes provide for fee-shifting — civil rights statutes, consumer protection, wage claims.
82. **Bad Faith:** In egregious cases, courts may award fees under their inherent power.

Section 10: STATUTE OF LIMITATIONS & DEADLINES

Why This Section Matters

Every civil claim has a statute of limitations — a deadline for filing suit. If you miss the deadline, your claim is forever barred, regardless of its merits. The statute of limitations is an absolute defense that courts enforce without exception.

CRITICAL

Statutes of limitations are jurisdictional in nature — they are not flexible. Courts do not grant extensions for good intentions, financial hardship, or ongoing negotiations. Missing the statute of limitations is malpractice for attorneys and a permanent loss for pro se litigants.

Oklahoma Statutes of Limitations

Common limitations periods in Oklahoma:

83. Written Contracts: 5 years (12 O.S. § 95(A)(1))
84. Oral Contracts: 3 years (12 O.S. § 95(A)(2))
85. Fraud: 2 years from discovery (12 O.S. § 95(A)(3))
86. Personal Injury / Negligence: 2 years (12 O.S. § 95(A)(3))
87. Property Damage: 2 years (12 O.S. § 95(A)(3))
88. Defamation: 1 year (12 O.S. § 95(A)(4))
89. Professional Malpractice: 2 years (12 O.S. § 95(A)(3))
90. Products Liability: 2 years (12 O.S. § 109)

When the Clock Starts

Generally, the limitations period begins when the cause of action 'accrues' — when all elements of the claim are present. For most claims, this is when the wrongful act occurs.

The 'Discovery Rule': For some claims, particularly fraud and latent injury cases, the limitations period begins when the plaintiff discovered or reasonably should have discovered the harm. Oklahoma applies the discovery rule to fraud, professional malpractice, and some other claims.

IMPORTANT

The discovery rule is not automatic — you must show you exercised reasonable diligence. If you knew something was wrong but failed to investigate, the clock may have started running. Document when and how you discovered the harm.

Tolling — Pausing the Clock

Certain circumstances 'toll' (pause) the statute of limitations:

91. **Fraudulent Concealment:** If the defendant actively concealed the wrongdoing, the limitations period may be tolled until discovery.
92. **Continuing Wrong:** If the defendant's wrongful conduct is ongoing, the limitations period may be extended.
93. **Defendant's Absence:** If the defendant leaves the state, the time of absence may not count.
94. **Minor or Incapacitated Plaintiff:** The clock may be paused while the plaintiff is a minor or legally incapacitated.

Contractual Limitations

Many contracts contain provisions shortening the limitations period ('You must file any claim within one year of the alleged breach.'). These provisions are generally enforceable in Oklahoma unless unconscionable.

Review your contract for any limitation provision. If the contract specifies a shorter limitations period, that controls.

Pre-Suit Notice Requirements

Some claims require you to provide written notice before filing suit:

95. **Governmental Tort Claims Act:** Claims against Oklahoma state or local government entities require written notice within 1 year of the loss (51 O.S. § 156).
96. **Contract Provisions:** Many contracts require written notice of breach before litigation.
97. **Administrative Exhaustion:** Employment discrimination claims require EEOC filing; some other claims require administrative proceedings first.

URGENT DEADLINE WARNING

If you have an urgent deadline approaching, tell us immediately.

We can prepare and file an initial complaint to preserve your claim while gathering additional information.

Do NOT let the statute of limitations expire while you are 'thinking about it.'

This concludes Part 2 of the Civil Case Intake Guide, covering Sections 6-10 of the questionnaire. Part 3 will address Sections 11-15: Evidence & Supporting Documentation, Anticipated Defenses & Weaknesses, Alternative Dispute Resolution & Settlement, Current & Prior Representation, and Financial Status & In Forma Pauperis.

Section 11: EVIDENCE & SUPPORTING DOCUMENTATION

Why This Section Matters

Evidence is the lifeblood of litigation. Your claims are only as strong as the evidence supporting them. A well-documented case is easier to prove, harder to dismiss on summary judgment, and more likely to settle favorably.

You must think like a trial attorney: What documents prove each element of each claim? What witnesses can testify to key facts? What physical evidence exists?

FUNDAMENTAL PRINCIPLE

Evidence must be admissible — it must satisfy the rules of evidence.

Hearsay (out-of-court statements offered for their truth) is generally inadmissible with limited exceptions.

Documents must be authenticated — you must be able to prove they are what you claim they are.

Witnesses must have personal knowledge — they must have directly observed the facts they testify about.

Types of Documentary Evidence

The questionnaire asks you to identify what documents you have. For each category:

Contracts and Agreements: The original signed contract is the best evidence. If you have only a copy, explain what happened to the original. Include all amendments, addenda, side letters, and related documents.

Correspondence: Emails, texts, letters, and memos between the parties. These are often critical — they show what was communicated, when, and what the parties understood. Export and preserve entire email threads, not just selected messages.

Financial Records: Bank statements, invoices, payment records, tax returns. These prove monetary damages and establish value. Redact sensitive information (Social Security numbers, unrelated account numbers) but preserve the relevant data.

Government Records: Permits, licenses, filings, police reports, regulatory filings. These are often self-authenticating and carry significant weight.

Corporate/Business Records: Articles of incorporation, bylaws, operating agreements, meeting minutes, resolutions. These prove the existence and structure of entities and the authority of individuals to act.

WARNING — EVIDENCE PRESERVATION

Once you reasonably anticipate litigation, you have a legal duty to preserve relevant evidence.

Destroying, altering, or deleting relevant evidence after this point is spoliation — courts impose severe sanctions including adverse inference instructions (the jury can assume the destroyed evidence was harmful to you).

Send a litigation hold notice to anyone who might have relevant documents.

Back up all electronic communications immediately.

Electronic Evidence

Electronic evidence requires special handling:

98. Text Messages: Screenshot entire conversations, showing phone numbers and timestamps. Export if your phone allows.
99. Emails: Export to PDF or print with full headers showing date, time, sender, and recipients. Do not forward and re-print — this loses metadata.
100. Social Media: Screenshot posts with visible dates. Use archive services if possible. Social media can be deleted — capture it now.
101. Photographs: Preserve original digital files with metadata intact. Metadata shows when and where photos were taken.
102. Video/Audio Recordings: Preserve in original format. Note whether recording was consensual — Oklahoma is a one-party consent state for recordings.

Witness Information

Witnesses are essential — documents do not tell the whole story. Identify:

103. Eyewitnesses: People who directly observed relevant events. Get their full names, addresses, phone numbers, and relationship to the parties.
104. Character Witnesses: People who can testify to a party's reputation for truthfulness or other relevant character traits.
105. Expert Witnesses: Professionals who can provide opinions in specialized areas — medical doctors, engineers, accountants, appraisers. Expert testimony is often required to prove causation and damages.

TIP

Interview potential witnesses as soon as possible. Memories fade. People move.

Ask witnesses to write down what they remember while it is fresh.

Do not coach witnesses — that is improper. But do lock in their recollections early.

Evidence at Risk

If any evidence is at risk of being lost, destroyed, or altered, identify it immediately. We may need to seek emergency relief (TRO or preliminary injunction) to preserve evidence, or send a spoliation letter demanding preservation.

Section 12: ANTICIPATED DEFENSES & WEAKNESSES

Why This Section Matters

This is not the place for optimism or wishful thinking. Your document preparer needs to know the weaknesses in your case so pleadings can be drafted to address them. The opposing party will identify every weakness — better that we know first.

CANDOR REQUIREMENT

Every case has weaknesses. A case with no apparent weaknesses is a case where the weaknesses have not been identified — not a perfect case.

Concealing weaknesses from your own team is self-destructive. We cannot prepare for what we do not know.

Admitting weaknesses early allows us to develop strategies to mitigate them.

Common Defenses

The questionnaire lists defenses you should consider. For each, ask yourself: Does this apply to my case?

Statute of Limitations: Has the time to file expired? Even if you believe it has not, the defendant will argue it has. Know the key dates cold.

No Valid Contract Exists: Is there a genuine dispute about whether an agreement was reached? Was there consideration? Was the contract properly executed?

Prior Material Breach: Did you breach the contract first? A party who commits the first material breach cannot sue for the other party's subsequent breach.

Comparative Fault: Did you contribute to your own injury? In Oklahoma, if you are more than 50% at fault, you recover nothing.

Failure to Mitigate: Did you take reasonable steps to minimize your damages? If you could have avoided losses but chose not to, those losses are not recoverable.

Waiver: Did you waive your rights by conduct or explicit statement? Did you accept defective performance without objection?

Accord and Satisfaction: Did you accept partial payment as settlement of the full amount? Cashing a check marked 'payment in full' can bar your claim.

Res Judicata: Was this claim already decided in a prior case?

Unfavorable Facts

Be honest about facts that hurt your case:

106. Did you do anything that contributed to the problem?

- 107. Did you make statements (in writing or to witnesses) that undermine your position?
- 108. Are there documents that contradict your account?
- 109. Do you have credibility problems (prior inconsistent statements, criminal history)?
- 110. Did you fail to document key events in writing at the time they occurred?

WARNING

Never hide unfavorable facts. The opposing party will find them through discovery.
A fact revealed in discovery is far more damaging than a fact disclosed upfront.
Jurors punish parties who appear to be hiding things.

Section 13: ALTERNATIVE DISPUTE RESOLUTION & SETTLEMENT

Why This Section Matters

Most civil cases settle before trial. Understanding the parties' settlement positions, prior settlement efforts, and ADR requirements is essential for litigation strategy.

REALITY CHECK

Approximately 95% of civil cases settle before trial.

Litigation is expensive, uncertain, and time-consuming.

Even strong cases have risk — juries are unpredictable.

A reasonable settlement is often better than an uncertain trial outcome.

Mandatory ADR Requirements

Many contracts contain mandatory arbitration or mediation clauses. If your contract includes such a clause, you may be required to arbitrate rather than litigate in court.

Arbitration: A private proceeding where an arbitrator (or panel) hears the case and issues a binding decision. Arbitration is typically faster and cheaper than litigation but has limited appeal rights.

Mediation: A non-binding process where a neutral mediator helps the parties negotiate a settlement. Mediation cannot be forced to a resolution — either party can walk away.

IMPORTANT

Courts generally enforce arbitration clauses under the Federal Arbitration Act.

If your contract has a mandatory arbitration clause, filing a lawsuit may result in the court compelling arbitration and dismissing or staying the case.

Review your contract for ADR provisions before deciding on a litigation strategy.

Prior Settlement Efforts

Describe all prior settlement efforts:

111. Have you made any settlement demands? What were the terms?
112. Has the opposing party made any settlement offers? What were the terms?
113. Were offers rejected, countered, or ignored?
114. Have the parties participated in any mediation?

Settlement Expectations

What would you consider an acceptable resolution? Be realistic:

115. What is your best-case outcome at trial (if everything goes perfectly)?
116. What is your worst-case outcome (if everything goes wrong)?
117. What is a reasonable middle ground you would accept to avoid the risk and expense of trial?
118. Are there non-monetary terms that matter to you (apology, policy changes, reinstatement)?

Section 14: CURRENT & PRIOR REPRESENTATION

Why This Section Matters

Understanding your representation history helps us avoid conflicts, understand prior strategy decisions, and identify issues that may have arisen with prior counsel.

Current Representation

Are you currently represented by an attorney in this matter? If so, provide:

119. Attorney's name, firm, and contact information
120. What role do you want Judicial Advocates to play (document preparation for your attorney, second opinion, etc.)?
121. Is your attorney aware you are consulting with us?

IMPORTANT

If you have an attorney, your attorney should direct our work.
We do not interfere with attorney-client relationships.
Conflicts between you and your attorney should be resolved with your attorney, not by us.

Prior Representation

If you previously had an attorney but no longer do, explain:

122. Why did the representation end? (Could not afford, attorney withdrew, disagreement on strategy, case completed)
123. What work was completed by the prior attorney?
124. Are there any outstanding issues with the prior attorney (unpaid bills, file retrieval)?

Other Attorney Consultations

If you consulted with other attorneys about this matter, what were you told? This helps us understand how other legal professionals assessed your case.

Be honest — if attorneys declined to take your case, understanding why is important. Common reasons include: weak facts, insufficient damages, statute of limitations concerns, or conflicts of interest.

Pro Se Representation

If you are representing yourself (pro se), understand the challenges:

125. You will be held to the same procedural and substantive standards as a licensed attorney.
126. Courts will not give you extra guidance or leniency because you lack legal training.

JUDICIAL ADVOCATES — Civil Case Intake Guide

127. You must follow all rules of civil procedure, evidence, and court etiquette.
128. We strongly recommend having an attorney review all filings before submission.

Section 15: FINANCIAL STATUS & IN FORMA PAUPERIS

Why This Section Matters

Filing a civil lawsuit costs money. Federal court filing fees are \$405. Oklahoma state court fees vary by county and case type. If you cannot afford these fees, you may qualify to proceed in forma pauperis (IFP), which waives filing fees.

LEGAL STANDARD

In forma pauperis (IFP) status allows indigent litigants to file without paying fees.

Federal courts: 28 U.S.C. § 1915 governs IFP applications.

Oklahoma state courts: 12 O.S. § 2017 and local rules govern pauper's affidavits.

Courts examine your income, assets, expenses, and debts to determine eligibility.

Information Required for IFP Application

If you intend to request IFP status, you must provide detailed financial information:

Monthly Income: All sources — wages, self-employment, Social Security, disability, unemployment, child support, alimony, pension, investment income, rental income, assistance from family or friends.

Monthly Expenses: Housing (rent/mortgage), utilities, food, transportation, medical expenses, insurance, debt payments, child support, alimony, other necessary expenses.

Assets: Bank accounts, vehicles, real property, stocks, retirement accounts, other property of value. You must disclose all assets — hiding assets is fraud.

Liabilities: Outstanding debts, loans, judgments, child support arrears, medical debt, credit card debt.

Employment Status

Indicate your current employment status:

129. Employed: Full-time, part-time, or self-employed
130. Unemployed: How long? Are you receiving unemployment benefits?
131. Disabled: Are you receiving SSDI or SSI?
132. Retired: What is your retirement income?
133. Incarcerated: Prisoners have special IFP rules and restrictions.

Government Assistance

Receipt of certain government benefits is strong evidence of eligibility for IFP:

134. SSI (Supplemental Security Income) — means-tested benefit for disabled/elderly

- 135. SNAP (Food Stamps) — means-tested food assistance
- 136. Medicaid — means-tested health coverage
- 137. TANF (welfare) — Temporary Assistance for Needy Families
- 138. Public housing or Section 8 — means-tested housing assistance

WARNING

IFP applications are submitted under penalty of perjury.

Providing false financial information is a crime.

Courts may investigate and verify your financial claims.

If your finances change during litigation, you may be required to pay fees.

Partial Fee Waivers

Some courts may grant partial fee waivers or payment plans if you have some ability to pay but cannot afford the full fee at once. Be prepared to propose a payment schedule if you are not entirely indigent but have limited resources.

This concludes Part 3 of the Civil Case Intake Guide, covering Sections 11-15 of the questionnaire. Part 4 will address Sections 16-18: Emergency or Injunctive Relief, Client Narrative & Additional Information, and Documents Checklist, plus the Certification and an Appendix of key Oklahoma statutes.

Section 16: EMERGENCY OR INJUNCTIVE RELIEF

Why This Section Matters

Emergency relief — temporary restraining orders (TROs) and preliminary injunctions — is extraordinary. Courts grant such relief only when immediate action is necessary to prevent irreparable harm that cannot be compensated with money damages. If you need emergency relief, you must be prepared to demonstrate urgency and irreparable harm.

LEGAL STANDARD FOR EMERGENCY RELIEF

To obtain a TRO or preliminary injunction, you must typically show:

1. Likelihood of success on the merits — you are likely to win your case
2. Irreparable harm — you will suffer harm that money cannot fix
3. Balance of hardships — your harm outweighs the defendant's
4. Public interest — the injunction serves the public good (or at least does not harm it)

Types of Emergency Relief

Temporary Restraining Order (TRO): Emergency relief granted immediately — sometimes without notice to the opposing party (*ex parte*). Lasts only 14 days (federal) or as specified by state rules. Designed to preserve the status quo until a preliminary injunction hearing can be held.

Preliminary Injunction: Relief granted after an evidentiary hearing where both sides are heard. Lasts throughout the pendency of the case. Requires a bond in most cases — you must post money that the defendant can recover if you lose.

Emergency Protective Order: In cases involving threatened violence, harassment, or stalking.

Asset Freeze / Lis Pendens: Prevents the opposing party from dissipating or transferring assets during litigation. Lis pendens (notice of pending litigation) clouds title to real property.

How to Complete This Section

If you need emergency relief, explain:

139. What is the irreparable harm that will occur without emergency relief? Be specific — courts require concrete, imminent harm, not speculation.
140. Why is the harm irreparable? Why can it not be compensated with money? Loss of a unique property interest, destruction of evidence, ongoing violations of constitutional rights, and threats to physical safety are typical examples.
141. What specific conduct should the court order or prohibit? Be precise — courts issue narrowly tailored orders, not broad mandates.
142. Is there evidence the opposing party is about to act? Courts are skeptical of requests for emergency relief without evidence of imminent action.

WARNING

Emergency relief is expensive and difficult to obtain. Courts require strong showings of urgency and merit.

TROs obtained without notice (ex parte) are disfavored. You must explain why notice to the defendant is impractical or would cause additional harm.

If you obtain a TRO and ultimately lose, you may be liable for the defendant's damages under the bond.

Common Grounds for Emergency Relief

Courts regularly consider emergency relief for:

143. **Destruction of Evidence:** Defendant is about to delete files, shred documents, or destroy physical evidence relevant to the case.
144. **Dissipation of Assets:** Defendant is about to transfer, hide, or waste assets that would be needed to satisfy a judgment.
145. **Leaving the Jurisdiction:** Defendant is about to flee the jurisdiction to avoid service or judgment.
146. **Ongoing Harm:** Defendant is continuing to infringe intellectual property, violate a non-compete, or engage in other ongoing harmful conduct.
147. **Physical Safety:** Defendant poses a credible threat to your physical safety.

Section 17: CLIENT NARRATIVE & ADDITIONAL INFORMATION

Why This Section Matters

This is your opportunity to tell us anything else that matters — context that does not fit neatly into the structured questions, nuances that affect the case, or priorities that should guide our work.

Your Story

Answer these questions in your own words:

Is there anything else about your case that has not been covered? We have asked many questions, but cases are complex. What have we missed?

What is your primary goal in pursuing this action? Is it money? Vindication? Establishing a precedent? Getting an apology? Forcing the defendant to change behavior? Understanding your goals helps us shape strategy.

What is the single most important thing you want us to understand about your case? If you could convey only one thing, what would it be?

STRATEGIC INSIGHT

Litigation is not just about winning — it is about achieving your goals.

Some goals are best achieved through litigation. Others are better achieved through negotiation, publicity, or non-legal means.

Be honest about what you really want. A settlement that achieves your goals may be better than a trial victory that does not.

Know Your Opponent

Tell us about the opposing party:

- 148. Prior lawsuits: Has this defendant been sued before? Are there patterns?
- 149. Financial condition: Can the defendant pay a judgment? Is there insurance?
- 150. Political or social connections: Does the defendant have influence that might affect the case?
- 151. Litigation style: Is this a defendant known for aggressive litigation, scorched-earth discovery, or frivolous motions?
- 152. Settlement history: Does this defendant typically settle cases or fight to the bitter end?

This information helps us calibrate strategy. A defendant with deep pockets and a history of aggressive litigation requires a different approach than a defendant with limited resources who settles early.

Section 18: DOCUMENTS CHECKLIST

Why This Section Matters

Documents are the backbone of litigation. The checklist helps ensure nothing is forgotten. Check each item you are providing, and if you do not have a document, explain why.

How to Organize Your Documents

Before submitting your questionnaire:

153. Gather all documents: Collect every document you have related to the dispute.
154. Organize chronologically: Put documents in date order within each category.
155. Label clearly: Use descriptive labels (not just 'Document 1').
156. Create an index: List each document with a brief description and date.
157. Make copies: Keep originals in a safe place. Provide copies to us.

Document Categories

The questionnaire organizes documents into categories:

Contracts & Agreements: Signed contracts, amendments, addenda, unsigned drafts, purchase orders, letters of intent. These establish the obligations at issue.

Correspondence & Communications: Demand letters, emails, text messages, letters, memos, social media posts. These show what the parties communicated and understood.

Financial Records: Bank statements, tax returns, invoices, payment records, proof of damages. These establish and quantify your losses.

Legal Documents: Prior court filings, orders, attorney correspondence, deposition transcripts, administrative filings. These show what has already been litigated or decided.

Property & Business Records: Deeds, titles, leases, business formation documents, corporate minutes, appraisals. These establish ownership and entity structure.

Other Evidence: Photographs, video/audio recordings, expert reports. These prove facts beyond written documents.

TIP

More is better than less. Provide everything you have — let us determine what is relevant. Do not redact or edit documents without telling us what was removed. If you have electronic files, provide them in native format (not just printouts) when possible. Keep receipts for any documents you mail — use certified mail for important submissions.

CERTIFICATION & AUTHORIZATION

What the Certification Means

By signing the questionnaire, you certify:

158. **Understanding of Services:** You understand that Judicial Advocates is NOT a law firm, is NOT licensed to practice law, and does NOT provide legal advice. You understand that no attorney-client relationship is created.
159. **Truth and Accuracy:** The information you provided is true, accurate, and complete to the best of your knowledge. Providing false information could harm your case and could constitute perjury if repeated under oath.
160. **Authorization for Records:** You authorize Judicial Advocates to obtain publicly available records relevant to your matter.
161. **Recommendation to Retain Counsel:** You have been advised to retain a licensed attorney to review all documents before filing.

WARNING

Court filings are submitted under penalty of perjury.

If you provide false information in this questionnaire and that information is included in a court filing, you could face criminal charges for perjury, sanctions from the court, and dismissal of your case.

Be truthful. If you do not know something, say so.

Signature Requirements

There are two signature lines:

Primary Certification: Your signature certifying the accuracy of the information and your understanding of the nature of our services.

Disclosure Acknowledgment: A separate signature specifically acknowledging that you read and understand the important disclosure at the beginning of the questionnaire.

Both signatures are required. Date each signature. Use your legal name — not a nickname.

APPENDIX

Oklahoma Civil Litigation Quick Reference

Statutes of Limitations (Title 12)

- 12 O.S. § 95(A)(1) — Written contracts: 5 years
- 12 O.S. § 95(A)(2) — Oral contracts: 3 years
- 12 O.S. § 95(A)(3) — Fraud, personal injury, property damage: 2 years
- 12 O.S. § 95(A)(4) — Defamation (libel/slander): 1 year
- 12 O.S. § 95(A)(5) — Actions on penalty or forfeiture: 1 year
- 12 O.S. § 95(A)(6) — Statutory liability (general): 3 years
- 12 O.S. § 109 — Products liability: 2 years

Pleading Standards

- 12 O.S. § 2008 — General rules of pleading (short and plain statement)
- 12 O.S. § 2009 — Fraud, mistake, and special damages (heightened pleading)
- 12 O.S. § 2015 — Amended and supplemental pleadings

Jurisdiction & Venue

- 12 O.S. § 131 — District court original jurisdiction
- 12 O.S. § 134 — Venue generally (defendant's residence, transaction location)
- 12 O.S. § 139 — Change of venue
- 12 O.S. § 1751 — Long-arm statute (jurisdiction over non-residents)

Service of Process

- 12 O.S. § 2004 — Summons (issuance, form, service)
- 12 O.S. § 2004(C) — Service by certified mail
- 12 O.S. § 2004(C)(2) — Service on corporations (registered agent)

Discovery

- 12 O.S. § 3224 — Interrogatories to parties
- 12 O.S. § 3226 — Production of documents
- 12 O.S. § 3230 — Depositions upon oral examination

12 O.S. § 3237 — Failure to cooperate in discovery (sanctions)

Summary Judgment & Dismissal

12 O.S. § 2012(B) — Motion to dismiss for failure to state a claim

12 O.S. § 2056 — Summary judgment standard

Government Tort Claims

51 O.S. § 152 — Governmental Tort Claims Act (GTCA) general provisions

51 O.S. § 156 — Notice requirement (1 year from loss)

51 O.S. § 157 — Suit must be filed within 180 days after denial of claim

51 O.S. § 154 — Exemptions from liability

Federal Court References

28 U.S.C. § 1331 — Federal question jurisdiction

28 U.S.C. § 1332 — Diversity jurisdiction (\$75,000+ amount in controversy)

28 U.S.C. § 1367 — Supplemental jurisdiction

28 U.S.C. § 1391 — Venue in federal courts

28 U.S.C. § 1441 — Removal to federal court

28 U.S.C. § 1915 — In forma pauperis proceedings

Key Procedural Rules

FRCP 8 — General rules of pleading (federal)

FRCP 9(b) — Fraud and mistake pleading (heightened standard)

FRCP 12(b)(6) — Motion to dismiss for failure to state a claim

FRCP 56 — Summary judgment

FRCP 65 — Injunctions and restraining orders

END OF GUIDE

This guide has walked you through all 18 sections of the Civil Case Intake Questionnaire. By completing the questionnaire thoroughly and honestly, you have provided the foundation for effective document preparation and litigation strategy.

Remember:

- 162. Accuracy matters — incorrect information leads to weak pleadings and dismissal.
- 163. Deadlines are absolute — statute of limitations cannot be extended.
- 164. Documents prove facts — gather and preserve all evidence.
- 165. Candor protects you — disclose weaknesses so they can be addressed.
- 166. Attorney review is recommended — have a licensed attorney review documents before filing.

CONTACT INFORMATION

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