



LOBO LETTER

Before You Sue: 10 Things to Think About

The Law Offices of Doug Friesen, P.C.
 1309 N. Shartel
 Oklahoma City, OK 73103
www.dougfriesen.com
www.lawtigers.com
www.oklahomatraffictickets.com
 (405) 239-2722
 Fax (405) 235-2453

People involved in disputes often rush to judgment and decide to sue. Here are some things to think about before deciding to start a lawsuit to settle your dispute.

1. Do you have a good case? This may seem obvious, but you need to have a cause of action for your claim. For example, the mere fact that you might have fallen in a store does not mean you will necessarily be successful if you decide to pursue a “slip and fall” case. The elements of such a claim will need to be proven, including the store owner’s fault in failing to ensure your safety.

2. Have you demanded payment in connection with your dispute? This step also seems obvious, but is often overlooked by plaintiffs in their rush to the courthouse. If they know they are at fault and are able to pay, most business will pay rather than be dragged into court.

3. Have you tried to settle the dispute by compromise? Take a realistic look at the other party’s point of view. Perhaps he or she has a valid defense or claim against you. If so, adjust your claim accordingly. Also, you may want to think about reducing the amount you are asking for. From a purely practical point of view, you may receive more that way than you would by suing, because you will have to pay attorney’s fees and other cost in connection with a lawsuit.

4. Will you be able to collect the judgment if you win? Take a hard look at the financial condition of the party you are going to sue. You want to be reasonably certain that you will be able to collect a judgment before you spend a lot of money on a lawsuit.

5. Do you have the money to pay a lawyer to handle the lawsuit? Lawsuits can be expensive and recovering your attorney’s fees is often not an option. Ask your lawyer for an estimate of legal fees and do the math. It may be cheaper to settle.

6. Do you have the time and resources to devote to a lawsuit? A lawsuit may take a lot of time and energy, and can be emotionally draining. Remember that you might find that you have less time and energy to devote to your work, business, family, and social life for the duration of the lawsuit.

7. Are you within the applicable limitation period? Check with your lawyer to make sure that any time limits for filing a lawsuit have not run.

8. Where will you be able to sue? If you are suing someone from a different state, a court in your state may not have power or “jurisdiction” over that person. In that case, you might have to sue the defendant in his or her location, which will probably be more expensive and inconvenient for you.

9. Is your claim small enough to bring in small claims or conciliation court? If so, you will usually be able to represent yourself if you wish.

10. If you bring your claim in small claims or conciliation court, will you represent yourself? You will save attorney’s fees by doing so. However, you may wish to pay an attorney to coach or advise you how to prepare your case.

Need a Gun License ?



H&H Gun Range offers a Self Defense Act Safety Course (Concealed Carry Class). This 8 hour program includes a written test and covers Oklahoma law in the use of deadly force, safety issues, fundamentals of shooting, firing on the range and how to apply for your license. Students will need to bring 50 rounds of factory-boxed ammunition, a workable handgun, cap or visor, and pen or pencil. **Please call and confirm dates at (405) 947-3888.**

Personal Injury



Motorcycle Accidents - FAQ

Q: I was in a traffic accident when a car turned left in front of me while I was riding my motorcycle. Who is at fault?

A: A car making a left turn is almost always liable for a collision with a vehicle coming straight in the other direction. Exceptions to this near-automatic rule can apply if the vehicle going straight was going well over the speed limit, or ran a red light.

Q: What does “comparative negligence” mean when determining who is liable for traffic accident?

A: Comparative negligence apportions fault among the drivers involved in an accident based on their degree of carelessness that contributed to the accident. Where a motorcycle is concerned, a common example of comparative negligence might be where the motorcycle’s headlamp, brake light, or tail light is out, especially if the accident happened at night.

Q: Will my health insurance coverage or paid sick leave from work limit my recovery for my motorcycle accident?

A: If you were injured in a motorcycle accident, it is not relevant whether you paid for medical care out of your own pocket or your health insurance coverage. It is also not relevant whether your lost time at work was covered by sick leave or vacation. However, keep in mind that your own health insurance carrier may require that you reimburse it, out of your settlement or award, for some or all of the amounts it has paid to treat your injuries.

Q: What should I do if I am involved in an accident on my motorcycle?

A: If you are unable to immediately meet with your attorney, it is important that you do not admit any fault or sign anything (i.e. any forms from an insurer) in order to preserve your rights. If possible, you should take photos of any injuries or damages to your motorcycle. Keep copies of any medical records or bills, and make records of any related expenses.

Q: I ride a motorcycle recreationally, usually only on weekends. Do I have to wear a helmet?

A: Depending on where you live, you may be required by law to wear a helmet when riding a motorcycle, regardless of how often you ride. Many states have enacted mandatory helmet-use laws for motorcycle riders and their passengers. Call your local Department of Motor Vehicle to find out whether your state has such a helmet law.

Q: I was injured in a motorcycle accident, but I wasn’t wearing a helmet. Can I still recover damages from the other driver?

A: Even if your state has a mandatory helmet law, your failure to comply with that law will probably not prevent you from recovering for your injuries if someone else caused the accident. Depending on where you live, the issue may be relevant to the amount of damages you will recover, if it is shown that your failure to wear a helmet contributed to your injuries.

Q: How do I know if a motorcycle helmet is acceptable under state’s helmet law?

A: When shopping for a helmet, or if you have one already, look for a Department of Transportation label on the helmet (it will read “DOT”), which is the manufacturers’s certification that the helmet conforms to federal safety standards.

Q: I ride a motorcycle and I don’t understand how the state can legally tell me I have to wear a helmet. Is that really something they can do?

A: Helmet laws have been deemed valid in many courts as a reasonable exercise of state power, justified by the state’s interest in protecting the safety of motorcycle riders and other motorists and in keeping insurance and health care costs low.

Q: Must I tell the police if I am involved in a traffic accident?

A: Generally, if a traffic accident involves a death, personal injury, or property damage above a specific amount, you must notify the police, who will usually make a written report of the incident.

Q: If I get into an accident on my motorcycle, should I get a lawyer to help me?

A: You should definitely enlist an experienced lawyer’s help to determine whether you have a legal claim for damages. Issues in your potential case, including compliance with traffic laws, motor vehicle regulations, medical treatment issues, and liability, all require analysis by an attorney who is experienced in the area of motorcycle and motor accident liability.

Domestic Law

Divorced parents often spend thousands of dollars to pay lawyers after their divorce is over to argue about changes to child support. A few, simple “do’s and “don’ts” might help these parents save a great deal of money.

Do voluntarily increase your child support payment whenever your income increases, and do it before anyone hires a lawyer. It may prevent you from ever having to go back to court. Remember you could pay an extra \$100 per month for a whole year as child support for what it costs to pay lawyers to handle only one court hearing.

Don’t ask for a change of custody after a motion to increase child support has been filed with the court. No one is likely to believe that your primary concern is your children, not money.

Do voluntarily exchange income tax returns and wage information when the other parent or their lawyer asks for them. If you resist, you will end up in court where you will almost certainly be ordered to provide the documents **AND** pay your ex’s lawyer fees.

Don’t ever pay nothing, even if you’ve lost your job. A payment each month, however small, shows you haven’t forgotten and that you’ve got your priorities straight.

Do pay child support before you pay your car payment, and don’t have a car payment that is bigger than the child support payment.

Don’t pay child support in cash unless you get a written receipt, and do keep all the receipts.

Do put your agreements to change child support in writing, both increases and decreases. Memories fade, and courts run on paper.

Don’t cut your child support payment in half when one of two children reaches the age of 18 or by a third when one of three children reaches the age of 18. Child support payments are not divided equally by the number of children they cover.

Don’t expect your child support to be lowered when you remarry and start a second family.

Don’t expect your child support to be lowered if you voluntarily make a career change that lowers your income. Child support will be based on your **earning capacity**, so wait until all your children are over 18 before you become an artist or poet.

Don’t rationalize your own failure to pay child support by pointing out the other parent has misbehaved too. Own up to your mistakes. Two wrongs never make a right.

Don’t talk to your children about child support problems. Money is a responsibility for grown-ups to handle.

When and Why You Should Get It In Writing

Not every contract has to be in writing to be valid and enforceable, but some contracts should be. How do you know when you need a written contract and what to put in it? The following tips can help you.

Some kinds of contracts have to be in writing in order for a court to enforce them. Contracts that will not be totally completed within 1 year should be in writing. If you enter in to a long-term contract with a distributor, for example, it should be in writing if it will not be complete within a year. A contract to buy or sell real estate should always be in writing. Don’t rely on a mere promise from the landlord that you’ll be able to buy the building that you’ve been leasing. A contract where one person promises to secure the debt of another person must be in writing in order to be enforced in court. Also, contracts to buy or sell merchandise over a minimum dollar amount need to be in writing. Check with an attorney who practices business law to find out what that minimum amount is in your state.

Regardless of whether a contract does or doesn’t have to be in writing to be enforced by a court, having a written contract can really help you stay out of court altogether. Putting the terms of the agreement down in writing will help prevent the parties from forgetting exactly what was agreed to. Were those sales brochures supposed to be delivered to your office by noon on Tuesday as a term of your contract with the printer? Or was it just a ballpark estimate of when they might be finished? If the brochures are

Legal Laughs



“My card. I’ve been following your dog and I think you’ll be needing an attorney.”

not ready, you and the printer may have very different recollections of your verbal agreement. What if the manufacturer who makes your products finds another buyer who will buy all he can produce and pay him more? Does he have to give you notice before cutting off your supply? Do you have the opportunity to match the price? Did you have a commitment for a year’s supply? If having a ready supply of the product is vital to your business, you will want that contract in writing.

You should get the help of a lawyer in drafting and negotiating any contracts. If possible, find a lawyer with experience negotiating contracts relevant to the type of contract you are considering executing.



Although local laws may differ slightly, most jurisdictions require that if you ride your bike after dark it must be equipped with a front light that is visible for at least 500 feet and a rear red reflector or light that can be seen for up to 600 feet.

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Updates on Oklahoma's Self Defense Act

In Oklahoma, citizens are able to exercise their Constitutional right to bear arms by carrying concealed handguns under the Oklahoma Self-Defense Act. Everyone applying for a concealed carry permit must successfully complete an authorized training class and undergo a thorough background search. As one could imagine though, the act produces a lot of controversy and with each new legislative session, the folks at the state capitol try to do something new with the law.

Sometimes legislators try to overturn the law. However, during the most recent legislative session a bill was introduced to extend the act. The measure proposes to allow certain school officials to carry concealed handguns on school grounds. If passed, the amendment would allow a principal or superintendent to

carry a concealed pistol while working if he or she completes the training required under Oklahoma's Self Defense Act, is on property owned by the school for whom he or she works, and has the written consent of a majority of the members of the school board.

Although an interesting concept, allowing school officials to carry firearms is probably a bad idea. Most principals and superintendents have not completed the training necessary to end life-threatening situations like those of Columbine, CO, or Red Lake, MN. Such tragedies unfold quickly and usually out of school administration sight. Additionally, firearms should never be used as tokens of authority. In a school setting, gunfire directed at a threatening individual would probably end up injuring innocent bystanders, especially if fired by someone untrained in tactical combat.

Besides, handling a violent crime is a job for local law enforcement. Oklahoma's Self Defense Act doesn't license permit holders to be vigilante lawmen, it merely allows an individual to protect him or herself when confronted with deadly force.

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