

Question

In Oklahoma, is it proper to sue someone under personal injury (other) if they deceived you by claiming they wanted to help you, but instead invited your wife to their house and assisted her in filing fraudulent divorce paperwork?

Answer (Oklahoma)

Short response

Yes, in Oklahoma, it would be proper to sue someone under personal injury (other) for deceit if they intentionally misled you by falsely claiming to help while instead assisting your wife with filing fraudulent divorce paperwork. Oklahoma law provides statutory grounds for recovery under Title 76, Sections 2 and 3, which establish liability for willful deception that causes injury.

Summary

Oklahoma law provides multiple legal avenues for pursuing a personal injury claim against someone who deceived you by claiming to offer help but instead assisted your wife in filing fraudulent divorce paperwork. The primary basis for such a claim would be statutory deceit under Title 76, Sections 2 and 3 of the Oklahoma Statutes, which explicitly establish liability for anyone who "willfully deceives another, with intent to induce him to alter his position to his injury or risk." The statutes define deceit broadly to include false suggestions or assertions, suppression of facts when there is a duty to disclose, and promises made without intention of performing.

Additionally, Oklahoma case law supports emotional distress damages in cases involving deceit, even without physical injury, when the emotional distress is a natural and probable consequence of the deceptive conduct. Furthermore, depending on the severity of the conduct, the plaintiff might also pursue claims for constructive fraud or intentional infliction of emotional distress if the behavior was extreme and outrageous. The facts presented—where someone misrepresented their intentions to help while secretly assisting with fraudulent divorce paperwork—appear to satisfy the elements of actionable fraud under Oklahoma law, which includes material false representations made with knowledge of their falsity or reckless disregard for the truth, with the intention that they be acted upon, resulting in reliance and injury.

Background and Relevant Legislation

Oklahoma has enacted specific statutes addressing deceit and fraud that provide a statutory basis for claims arising from deceptive conduct. These

statutory provisions establish both the liability for deceit and define what constitutes deceitful conduct under Oklahoma law.

Statutory Basis for Deceit Claims

Oklahoma Statutes Title 76, Section 2 explicitly provides for damages resulting from deceit: "One who willfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers." [Okla. Stat. tit. 76, § 2](#) (2025). This statute establishes the fundamental principle that intentional deception causing injury creates liability.

The Oklahoma Supreme Court has recognized this statutory basis for deceit claims. In [Cooper v. Parker-Hughey, 894 P.2d 1096, 1995 OK 35 \(Okla. 1995\)](#), the Court explicitly stated: "Title 76 O.S.1981, § 2, permits one damaged by another's deceit to receive damages. It provides: 'One who willfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.'"

Similarly, in [State ex rel. Southwestern Bell Tel. Co. v. Brown, 519 P.2d 491, 1974 OK 19 \(Okla. 1974\)](#), the Court reaffirmed: "76 O.S.1971, § 2 provides that one who wilfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers."

Definition of Deceit

Oklahoma Statutes Title 76, Section 3 defines what constitutes deceit under the law:

"A deceit, within the meaning of the last section is either:

1. The suggestion, as a fact, of that which is not true by one who does not believe it to be true.
2. The assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true.
3. The suppression of a fact by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or,
4. A promise, made without any intention of performing." [Okla. Stat. tit. 76, § 3](#) (2025).

This statute broadly defines deceit to include various forms of misrepresentations and false promises. In the scenario presented, if someone claimed they wanted to help but instead intended to assist with fraudulent divorce paperwork, this could constitute deceit under subsections 1, 2, or 4, depending on the specific circumstances.

Additional Statutory Provisions

Oklahoma law also extends liability for deceit to those who intend to defraud classes of persons. Under [Okla. Stat. tit. 76, § 4](#) (2025): "One who practices

a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit." This provision could be relevant if the defendant has engaged in similar deceptive practices with others.

Furthermore, Oklahoma recognizes constructive fraud under [Okla. Stat. tit. 15, § 59](#) (2025), which consists of:

- "1. In any breach of duty which, without an actually fraudulent intent, gains an advantage to the person in fault, or any one claiming under him, by misleading another to his prejudice, or to the prejudice of any one claiming under him; or,
2. In any such act or omission as the law specially declares to be fraudulent, without respect to actual fraud."

This provision may be relevant if the person who deceived you gained an advantage by misleading you, even without proving actual fraudulent intent.

Finally, the Oklahoma Deceptive Trade Practices Act under [Okla. Stat. tit. 78, § 54](#) (2025) provides that: "Any person damaged or likely to be damaged by a deceptive trade practice of another may maintain an action in any court of equitable jurisdiction to prevent, restrain or enjoin such deceptive trade practice. Proof of actual monetary damages, loss of profits or intent shall not be required." This could provide an additional avenue for relief if the deceptive conduct could be characterized as a deceptive trade practice.

Relevant Case Law on Deceit and Fraud

Oklahoma courts have established clear precedent regarding the elements of fraud and the availability of recovery for deceit under personal injury theories.

Elements of Actionable Fraud

The Oklahoma Supreme Court outlined the essential elements of actionable fraud in [Lenn v. Miller, 403 P2d 458, 1965 OK 86 \(Okla. 1965\)](#): "The elements of actionable fraud are material, false representations made with knowledge of their falsity, or recklessly made without knowledge of their truth and as a positive assertion, with intention they be acted upon by another, and relied thereon by another party to his injury."

Applying these elements to the scenario described:

1. **Material, false representations:** The claim to want to help when intending to assist with fraudulent divorce paperwork
2. **Knowledge of falsity:** Knowing the true intention was to assist the spouse
3. **Intention for reliance:** Intending for you to believe the offer of help was genuine
4. **Actual reliance:** Your trust in the person based on their representation
5. **Resulting injury:** The harm caused by the fraudulent divorce paperwork

Recovery for Emotional Distress in Deceit Cases

Oklahoma courts have recognized that emotional distress damages can be recovered in cases involving deceit, even without physical injury. In [Worsham v. Nix, 2004 OK CIV APP 2, 83 P.3d 879 \(Okla. Civ. App. 2003\)](#), the Court of Civil Appeals stated: "Moreover, in the absence of a physical injury, 'emotional distress caused by a willful, actionable tort is recoverable ... if it is the natural and probable consequence of the tortious act.'" The court specifically noted that "deceit would support a claim for emotional distress damages" and that "fraud in inducing one to enter into a bigamous marriage would support a claim for emotional distress damages."

This precedent is particularly relevant to the scenario described, as deception regarding assistance with divorce paperwork would likely cause significant emotional distress to the deceived spouse.

Potential for Punitive Damages

In cases of intentional fraud, Oklahoma law potentially allows for punitive damages. In [Rogers v. Meiser, 2003 OK 6, 68 P.3d 967, 977 \(Okla. 2003\)](#), the court noted: "There is no doubt a common law claim for actual fraud is a type of claim that holds the potential for properly falling under one or more of the specified provisions of § 9.1. See Z.D. Howard Company v. Cartwright, 1975 OK 89, 537 P.2d 345 (recognizing punitive damages may be recovered where a defendant has engaged in wanton, malicious and intentional fraudulent acts)."

It is important to note that [Rogers v. Meiser](#) was superseded by statute as recognized in *Musket Corp. v. Star Fuel of Okla., LLC*, No. 13-6133, No. 13-6146 (10th Cir. Apr 06, 2015). However, the basic principle that punitive damages may be available for intentional fraudulent acts remains valid, although the specific requirements and limitations for such damages may have been modified by the superseding statute.

Historical Recognition of Deceit Claims

The Oklahoma Supreme Court has long recognized deceit as a basis for recovery. In [Nutt v. Carson, 340 P.2d 260 \(Okla. 1959\)](#), the court acknowledged: "Plaintiff's general allegations are that her injuries and disabilities are directly and proximately caused by the deceitful and fraudulent acts of defendant, and refers to Title 76 O.S.1951 §§ 2 and 3, relating to damages for deceit. Although our laws relating to damages for fraud and deceit may in some respect enlarge the common-law right of action, the same still rests upon fraud."

Interference with Legal Rights

Oklahoma courts have also recognized liability for wrongful interference with legal rights. In [Bliss v. Holmes, 9 P.2d 718, 156 Okla. 40, 1932 OK 114 \(Okla. 1932\)](#), the court stated: "When a man does an act which in law and in fact is wrongful and such an act is made as a natural consequence of it to

produce injury to another, and which, in this particular, produces injury, an action for damages will lie." The court also noted that third parties who interfere with contracts should be held accountable for resulting damages.

In the context of assisting someone with fraudulent divorce paperwork, this principle could apply if the deceptive actions constituted wrongful interference with the marital relationship or legal rights.

Intentional Infliction of Emotional Distress as an Alternative Theory

Depending on the severity of the deceptive conduct, a claim for intentional infliction of emotional distress might also be viable.

Evolution and Recognition of the Tort

The Oklahoma Supreme Court has recognized intentional infliction of emotional distress as a distinct tort. In [Miller v. Miller, 956 P.2d 887, 1998 OK 24 \(Okla. 1998\)](#), the court acknowledged: "The tort of intentional infliction of emotional distress was not known to the common law and was not readily embraced as a distinct grounds of recovery until well into this century... An action for intentional infliction of emotional distress will lie only where there is extreme and outrageous conduct coupled with severe emotional distress..."

Standard for Liability

The court in [Breedon v. League Services Corp., 575 P.2d 1374, 1978 OK 27 \(Okla. 1978\)](#) adopted the Restatement (Second) of Torts standard: "One who by extreme and outrageous conduct intentionally or recklessly causes severe emotional distress to another is subject to liability for such emotional distress, and if bodily harm to the other results from it, for such bodily harm."

The court noted that this tort creates "a separate and distinct basis for tort liability without the presence of elements necessary to other torts, such as assault, false imprisonment, trespass to land or the like."

For this claim to succeed in the context of the scenario presented, the plaintiff would need to demonstrate that deceiving someone about helping them, while actually assisting their spouse with fraudulent divorce paperwork, constitutes "extreme and outrageous" conduct that "intentionally or recklessly causes severe emotional distress."

Analysis: Application to the Scenario

Viability of a Deceit Claim

Based on the statutory and case law above, a personal injury claim for deceit would be proper under Oklahoma law for the scenario described. The

situation aligns with the statutory definition of deceit under [Okla. Stat. tit. 76, § 3](#) (2025), particularly subsections 1, 2, or 4, depending on the specific circumstances:

1. If the person suggested they wanted to help while knowing this was untrue, this would fall under subsection 1.
2. If the person asserted they would help without reasonable grounds for believing this was true, this would fall under subsection 2.
3. If the person promised to help without any intention of actually providing help (but instead planning to assist with fraudulent divorce paperwork), this would fall under subsection 4.

The key elements of actionable fraud outlined in [Lenn v. Miller, 403 P.2d 458, 1965 OK 86 \(Okla. 1965\)](#) appear to be satisfied in the scenario described:

1. There was a material, false representation about wanting to help.
2. The representation was made with knowledge of its falsity.
3. It was made with the intention that you would act upon it (by trusting the person).
4. You relied on the representation.
5. You suffered injury as a result (the harm from fraudulent divorce paperwork).

Recovery for Emotional Distress

The precedent established in [Worsham v. Nix, 2004 OK CIV APP 2, 83 P.3d 879 \(Okla. Civ. App. 2003\)](#) supports the recovery of emotional distress damages for deceit even without physical injury. The emotional distress caused by discovering someone has deceived you and assisted with fraudulent divorce paperwork would likely qualify as "the natural and probable consequence of the tortious act" of deceit.

Categorization as "Personal Injury (Other)"

While deceit and fraud are often considered economic torts, Oklahoma courts have recognized these claims under personal injury theories, particularly when they result in emotional distress. As the court in [Worsham](#) recognized, deceit can support a claim for emotional distress damages.

Furthermore, the statutory basis for deceit under Title 76 of the Oklahoma Statutes is found in the chapter on "Torts," indicating that the legislature intended deceit to be treated as a tort. Personal injury claims encompass various torts beyond physical injuries, including those causing emotional or psychological harm.

Potential for Constructive Fraud Claim

Even if actual fraudulent intent cannot be proven, a claim for constructive fraud under [Okla. Stat. tit. 15, § 59](#) (2025) might be viable if the person who deceived you gained an advantage by misleading you. This could be

particularly relevant if there was a relationship of trust or confidence that created a duty to disclose true intentions.

Viability of Intentional Infliction of Emotional Distress Claim

Whether a claim for intentional infliction of emotional distress would succeed depends on whether a court would find the conduct "extreme and outrageous." As the court in [Miller v. Miller, 956 P.2d 887, 1998 OK 24 \(Okla. 1998\)](#) noted, liability does not extend "to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities."

However, deliberately deceiving someone about offering help while actually assisting their spouse with fraudulent divorce paperwork could potentially rise to the level of "extreme and outrageous" conduct, particularly given the intimate nature of marriage and the potential significant impact of divorce proceedings based on fraudulent paperwork.

Potential Challenges and Defenses

Proving Knowledge and Intent

One of the key challenges in pursuing a deceit claim would be proving the defendant's knowledge and intent. The plaintiff would need to demonstrate that the defendant knowingly made false representations with the intention of deceiving, rather than simply changing their mind or having conflicting loyalties.

Establishing Causation and Damages

The plaintiff would need to establish a causal connection between the deceit and the damages suffered. This would require showing that the damages were the natural and probable consequence of the deceptive conduct.

Statute of Limitations

While not explicitly mentioned in the provided materials, it's important to note that personal injury claims, including those for deceit, are subject to statutes of limitations under Oklahoma law. The plaintiff would need to ensure any claim is filed within the applicable limitations period.

Potential Immunity or Privilege

Depending on the defendant's role or relationship to the parties, there might be potential defenses based on immunity or privilege. However, the provided materials do not suggest any specific immunities that would apply to the scenario described.

Conclusion

Based on the statutory provisions and case law of Oklahoma, it would be proper to sue someone under personal injury (other) for deceit if they deceived you by claiming they wanted to help you but instead invited your wife to their house and assisted her in filing fraudulent divorce paperwork.

The primary statutory basis for such a claim would be [Okla. Stat. tit. 76, § 2](#) (2025), which establishes liability for willful deception causing injury, and [Okla. Stat. tit. 76, § 3](#) (2025), which defines various forms of deceit. Oklahoma case law, particularly [Lenn v. Miller, 403 P.2d 458, 1965 OK 86 \(Okla. 1965\)](#), establishes the elements of actionable fraud that would need to be proven.

The precedent in [Worsham v. Nix, 2004 OK CIV APP 2, 83 P.3d 879 \(Okla. Civ. App. 2003\)](#) supports the recovery of emotional distress damages in cases of deceit, even without physical injury, making a personal injury classification appropriate for such a claim.

Depending on the severity of the conduct, additional or alternative theories of liability might include constructive fraud under [Okla. Stat. tit. 15, § 59](#) (2025) or intentional infliction of emotional distress as recognized in [Breedon v. League Services Corp., 575 P.2d 1374, 1978 OK 27 \(Okla. 1978\)](#).

While there may be challenges in proving the elements of deceit, particularly knowledge and intent, Oklahoma law provides a clear framework for pursuing such claims when someone has been harmed by another's deliberate deception.

Legal Authorities

[Breedon v. League Services Corp., 575 P.2d 1374, 1978 OK 27 \(Okla. 1978\)](#)

Oklahoma Supreme Court

Extract

Because of the fear of fictitious and or trivial claims and the difficulty of setting up satisfactory boundaries to liability, the law has been slow to afford independent protection to the interest of freedom from emotional distress standing alone. It is only recently that the law has fully recognized extreme or outrageous conduct, which intentionally or recklessly causes severe emotional distress, as a separate and distinct basis for tort liability without the presence of elements necessary to other torts, such as assault, false imprisonment, trespass to land or the like. The general state of the law is succinctly summarized at Section 46, Restatement of Torts (Second), 1965, which provides in part: § 46. Outrageous Conduct Causing Emotional Distress '(1) One who by extreme and outrageous conduct intentionally or recklessly causes severe emotional distress to another is subject to liability for such emotional distress, and if bodily harm to the other results from it, for such bodily harm.'

Summary

Such conduct can be a separate basis for tort liability, even without the presence of other tort elements like assault or trespass. This suggests that if the conduct of deceiving someone and assisting in filing fraudulent divorce paperwork is deemed extreme and outrageous, it could potentially form the basis for a personal injury claim under this tort.

[Bliss v. Holmes, 9 P.2d 718, 156 Okla. 40, 1932 OK 114 \(Okla. 1932\)](#)

Oklahoma Supreme Court

Extract

The right to contract is a legal right guaranteed to every citizen of Oklahoma. A contract made and entered into in good faith should not be interfered with by third parties, and where third parties interfere with contracts and damage results therefrom, they should be held to account to the loser for said damages. When a man does an act which in law and in fact is wrongful and such an act is made as a natural consequence of it to produce injury to another, and which, in this particular, produces injury, an action for damages will lie.

Summary

The passage from Bliss v. Holmes discusses the legal right to contract and the consequences of third-party interference with contracts. It states that if a third party wrongfully interferes with a contract and causes damage, they can be held accountable for those damages. This principle can be extended to situations where a third party's wrongful actions, such as deception, lead to injury or damage, potentially allowing for a lawsuit for damages.

[State ex rel. Southwestern Bell Tel. Co. v. Brown, 519 P.2d 491, 1974 OK 19 \(Okla. 1974\)](#)

Oklahoma Supreme Court

Extract

76 O.S.1971, § 2 provides that one who wilfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers. Also, 76 O.S.1971, § 4, provides that one who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

Summary

Oklahoma law recognizes deceit as a basis for liability if it causes someone to alter their position to their injury or risk. The statutes cited (76 O.S.1971, §§ 2 and 4) establish that intentional deceit with the intent to induce someone to act to their detriment can result in liability for damages. This is relevant to the question because it suggests that if someone was deceived into altering their position (e.g., not contesting a divorce) due to fraudulent actions, they may have grounds for a lawsuit under these statutes.

[Nutt v. Carson, 340 P.2d 260 \(Okla. 1959\)](#)

Oklahoma Supreme Court

Extract

Plaintiff's general allegations are that her injuries and disabilities are directly and proximately caused by the deceitful and fraudulent acts of defendant, and refers to Title 76 O.S.1951 §§ 2 and 3, relating to damages for deceit. Although our laws relating to damages for fraud and deceit may in some respect enlarge the common-law right of action, the same still rests upon fraud.

Summary

In Oklahoma, claims for damages due to deceitful and fraudulent acts are grounded in fraud. The passage references Title 76 O.S.1951 §§ 2 and 3, which relate to damages for deceit, indicating that Oklahoma law provides a basis for legal action in cases of deceit. The passage suggests that while the statutory provisions may expand the common-law right of action, the foundation of such claims remains fraud. This implies that if the deceitful actions in question can be framed as fraudulent, there may be a basis for a lawsuit under these provisions.

[Lenn v. Miller, 403 P.2d 458, 1965 OK 86 \(Okla. 1965\)](#)

Oklahoma Supreme Court

Extract

1. The elements of actionable fraud are material, false representations made with knowledge of their falsity, or recklessly made without knowledge of their truth and as a positive assertion, with intention they be acted upon by another, and relied thereon by another party to his injury.

Summary

Elements required to establish actionable fraud in Oklahoma. These elements include making material, false representations with knowledge of their falsity or recklessly without knowledge of their truth, intending for them to be acted upon by another, and resulting in injury to the other party. This is relevant to the question because if the person deceived you with false representations about their intentions to help, knowing they were false or recklessly disregarding their truth, and you relied on these representations to your detriment, it could potentially constitute actionable fraud.

[Cooper v. Parker-Hughey, 894 P.2d 1096, 1995 OK 35 \(Okla. 1995\)](#)

Oklahoma Supreme Court

Extract

Title 76 O.S.1981, § 2, permits one damaged by another's deceit to receive damages. It provides: 'One who willfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.'

Summary

The passage from the Oklahoma Supreme Court case provides a statutory basis for seeking damages due to deceit. It indicates that if someone willfully deceives another with the intent to induce them to alter their position to their injury or risk, they can be held liable for any resulting damages. This is relevant to the question as it suggests that if the deceitful actions of the individual led to damages, a lawsuit could potentially be pursued under this statute.

[Worsham v. Nix, 2004 OK CIV APP 2, 83 P.3d 879 \(Okla. Civ. App. 2003\)](#)

United States State Court of Appeals of Oklahoma. Court of Civil Appeals of Oklahoma

Extract

Moreover, in the absence of a physical injury, 'emotional distress caused by a willful, actionable tort is recoverable ... if it is the natural and probable consequence of the tortious act.' ... See Cleveland, 2002 OK CIV APP 95, 57 P.3d 119 (deceit would support a claim for emotional distress damages); Coble, 1990 OK CIV APP 109, 809 P.2d 69 (cause of action for fraud would support claim for emotional distress damages); Mashunkashey, 1941 OK 113, 113 P.2d 190 (fraud in inducing one to enter into a bigamous marriage would support a claim for emotional distress damages).

Summary

In Oklahoma, emotional distress damages can be recoverable in cases of deceit or fraud, even in the absence of physical injury. The passage specifically mentions that deceit and fraud can support claims for emotional distress damages, which aligns with the scenario described in the question where deceit was involved in assisting with fraudulent divorce paperwork.

[Miller v. Miller, 956 P.2d 887, 1998 OK 24 \(Okla. 1998\)](#)

Oklahoma Supreme Court

Extract

¶32 The tort of intentional infliction of emotional distress was not known to the common law and was not readily embraced as a distinct grounds of recovery until well into this century... An action for intentional infliction of emotional distress will lie only where there is extreme and outrageous conduct coupled with severe emotional distress... Liability does not extend 'to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities.'

Summary

The passage from the Miller v. Miller case provides insight into the requirements for a claim of intentional infliction of emotional distress in Oklahoma. It specifies that for such a claim to be valid, the conduct must be extreme and outrageous, and it must result in severe emotional distress. This is relevant to the question as it suggests that if the conduct of deceiving someone and assisting in filing fraudulent divorce paperwork meets these criteria, a claim might be possible under this tort.

[Rogers v. Meiser, 2003 OK 6, 68 P.3d 967, 977 Okla 2003 \(Okla. 2003\)](#)

Oklahoma Supreme Court

Extract

Under § 9.1 punitive damages are allowed (assuming the statutorily-designated level of proof is shown) where a defendant has acted: 1) in reckless disregard for the rights of others [§ 9.1(B)], 2) intentionally and with malice toward others [§ 9.1(C)], or 3) intentionally and with malice, while at the same time engaging in conduct life-threatening to humans [§ 9.1(D)]. There is no doubt a common law claim for actual fraud is a type of claim that holds the potential for properly falling under one or more of the specified provisions of § 9.1. See Z.D. Howard Company v. Cartwright, 1975 OK 89, 537 P.2d 345 (recognizing punitive damages may be recovered where

a defendant has engaged in wanton, malicious and intentional fraudulent acts).

Summary

In Oklahoma, a common law claim for fraud can potentially lead to punitive damages if the defendant's actions were wanton, malicious, and intentional. This suggests that if the actions described in the question (deception and assistance in filing fraudulent paperwork) meet these criteria, a lawsuit could be pursued under a fraud claim, which may fall under personal injury (other) if it involves harm to the plaintiff's rights or interests.

[Okla. Stat. tit. 15, § 59 Okla. Stat. tit. 15, § 59 Constructive Fraud Defined](#)

Extract

Constructive fraud consists: 1. In any breach of duty which, without an actually fraudulent intent, gains an advantage to the person in fault, or any one claiming under him, by misleading another to his prejudice, or to the prejudice of any one claiming under him; or, 2. In any such act or omission as the law specially declares to be fraudulent, without respect to actual fraud.

Summary

Constructive fraud in Oklahoma involves a breach of duty that misleads another to their prejudice, even without an actual fraudulent intent. This could potentially apply to a situation where someone deceives another by claiming to help but instead acts to their detriment, such as assisting in filing fraudulent divorce paperwork. The statute provides a basis for claiming constructive fraud, which could be relevant in a personal injury (other) lawsuit if the deception led to harm or prejudice.

[Okla. Stat. tit. 78, § 54 Okla. Stat. tit. 78, § 54 Remedies](#)

Extract

A. Any person damaged or likely to be damaged by a deceptive trade practice of another may maintain an action in any court of equitable jurisdiction to prevent, restrain or enjoin such deceptive trade practice. Proof of actual monetary damages, loss of profits or intent shall not be required. If in such action damages are alleged and proved, the plaintiff, in addition to injunctive relief, shall be entitled to recover from the defendant the actual damages sustained by the person.

Summary

The passage from the Oklahoma Deceptive Trade Practices Act allows individuals who have been damaged or are likely to be damaged by a deceptive trade practice to maintain an action in court. This includes the ability to seek injunctive relief and recover actual damages without the need to prove monetary loss or intent. The scope of this statute is broad and applies to deceptive trade practices, which could potentially encompass the scenario described in the question if the actions of the individual fall under deceptive trade practices as defined by the Act.

[Okla. Stat. tit. 76, § 2 Okla. Stat. tit. 76, § 2 Damages For Deceit](#)

Extract

One who willfully deceives another, with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.

Summary

Oklahoma law provides for liability in cases where one party willfully deceives another with the intent to cause them to alter their position to their injury or risk. This statute is applicable to cases of deceit, which could include the scenario described in the question where someone deceives another by claiming to help but instead causes harm by assisting in fraudulent activities.

[Okla. Stat. tit. 76, § 4 Okla. Stat. tit. 76, § 4 Deceit Upon the Public Deemed Deceit of Any Individual Misled](#)

Extract

One who practices a deceit with intent to defraud the public, or a particular class of persons, is deemed to have intended to defraud every individual in that class, who is actually misled by the deceit.

Summary

The statute addresses deceit with the intent to defraud either the public or a specific class of persons. If an individual is misled by such deceit, the deceiver is deemed to have intended to defraud that individual. This could potentially apply to the situation described in the question if the deceit was intended to defraud a particular class of persons, such as individuals seeking assistance with personal matters.

Extract

A deceit, within the meaning of the last section is either: 1. The suggestion, as a fact, of that which is not true by one who does not believe it to be true. 2. The assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true. 3. The suppression of a fact by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or, 4. A promise, made without any intention of performing.

Summary

Oklahoma law defines deceit in several ways, including making false suggestions or assertions, suppressing facts, or making promises without intent to perform. These definitions could potentially apply to a situation where someone deceives another by claiming to help but instead acts against their interests, such as assisting in filing fraudulent divorce paperwork.

This memo was compiled by Vincent AI based on vLex materials available as of June 04, 2025. [View full answer on vLex](#)