

# Law Jargon Field Guide

Quick reference for high-level ESL learners who need precise legal vocabulary and workplace meeting language

**Audience: advanced ESL learners in law firms, in-house legal teams, compliance, contracts, legal operations, and legal-adjacent roles**

Focus: high-level professional English for legal workplaces, including client intake, confidentiality, privilege, litigation, discovery, legal writing, contracts, compliance, negotiation, advocacy, and realistic law-office dialogue.

Designed for advanced ESL learners who already work in law, compliance, contracts, legal operations, paralegal support, or law-adjacent business roles and need field-specific fluency.

Teaching stance: this is legal English training, not legal advice. Laws, procedures, professional rules, and court practices vary by jurisdiction and role. Learners should practice language, judgment, and documentation habits while relying on qualified counsel and local rules for legal conclusions.

## How to Use Legal Jargon Well

- Use the term only when it locates the legal issue more precisely.
- Pair legal terms with facts, authority, jurisdiction, procedural posture, and audience.
- Define terms for clients and business teams without sounding patronizing.
- Avoid legal conclusions before conflict checks, engagement scope, document review, and local-law confirmation.

## Nomenclature and Jargon

Teach these terms as working vocabulary. Learners should be able to define the term, use it in context, ask a clarification question, and explain why the distinction matters. Because legal meaning varies by jurisdiction and context, instructors should treat these as workplace-English definitions, not legal advice.

### Court and litigation process

| Term         | Working meaning   |
|--------------|---|
| Jurisdiction | A court's legal authority to hear a matter or exercise power over a party or subject. |
| Venue        | The proper geographic or court location for a case.                                   |
| Complaint    | A pleading that starts a civil lawsuit by stating claims against the defendant.       |
| Answer       | A defendant's pleading responding to the complaint and often asserting defenses.      |
| Motion       | A request asking the court to issue an order or take action.                          |
| Order        | A court's direction or decision on a matter before it.                                |
| Judgment     | A final court decision resolving the dispute or a claim.                              |
| Appeal       | A request for a higher court to review a lower court's decision.                      |

### Discovery, evidence, and proof

| Term                   | Working meaning   |
|------------------------|---|
| Discovery              | The formal process for obtaining information and evidence from other parties or nonparties.   |
| Deposition             | Out-of-court sworn testimony recorded for use in litigation.                                  |
| Interrogatory          | A written question served in discovery that must be answered under oath.                      |
| Request for production | A discovery request seeking documents, ESI, or tangible things.                               |
| Privilege              | A legal protection that may permit withholding certain communications or materials.           |
| Work product           | Materials prepared in anticipation of litigation that may receive protection from disclosure. |
| Admissible             | Allowed to be considered by a judge or jury under the rules of evidence.                      |
| Burden of proof        | The obligation to prove a fact, claim, defense, or element to the required standard.          |

### Research and legal writing

| Term              | Working meaning  |
|-------------------|--|
| Authority         | A legal source used to support analysis, such as a statute, regulation, case, or rule. |
| Binding authority | Authority a court must follow in the relevant jurisdiction and procedural context.     |

| Term                 | Working meaning  |
|----------------------|--|
| Persuasive authority | Authority a court may consider but does not have to follow.                              |
| Precedent            | A prior decision used as legal authority for later cases.                                |
| Holding              | The rule or principle necessary to the court's decision.                                 |
| Dicta                | Language in an opinion that is not necessary to the holding.                             |
| Standard of review   | The level of deference an appellate court gives to a lower court's decision.             |
| Distinguish          | Explain why a case or authority does not control because facts or law differ materially. |

## Client, ethics, and professional responsibility

| Term                      | Working meaning   |
|---------------------------|---|
| Confidentiality           | The professional duty to protect information relating to a client or matter, subject to applicable rules.           |
| Attorney-client privilege | A legal doctrine protecting certain confidential communications for legal advice.                                   |
| Conflict of interest      | A situation where duties to one client, former client, third person, or personal interest may limit representation. |
| Informed consent          | Agreement after adequate information about material risks and alternatives.   |
| Engagement letter         | A document defining the representation, scope, fees, responsibilities, and sometimes limitations.                   |
| Retainer                  | An arrangement or payment connected to securing legal services, depending on local rules and agreement terms.       |
| Waiver                    | Intentional relinquishment of a known right, claim, protection, or objection.                                       |
| Scope of representation   | The agreed boundaries of legal work to be performed.  |

## Contracts and transactions

| Term                    | Working meaning   |
|-------------------------|---|
| Representation          | A statement of fact made by a party, often used to allocate risk.                 |
| Warranty                | A promise or assurance about a fact, condition, product, service, or performance. |
| Covenant                | A promise to do or not do something.  |
| Condition precedent     | An event that must occur before an obligation becomes due.                        |
| Material breach         | A serious breach that may justify stronger remedies or termination.               |
| Indemnity               | A clause requiring one party to cover certain losses, claims, or liabilities.     |
| Limitation of liability | A clause limiting the amount or type of damages recoverable.                      |
| Governing law           | The jurisdiction's law selected to interpret and enforce the agreement.           |

## Corporate, compliance, and regulatory

| Term          | Working meaning  |
|---------------|--|
| Due diligence | Structured review of facts, documents, obligations, and risks before a transaction or decision.      |
| Materiality   | Importance of information to a legal, regulatory, investor, or business decision.                    |
| Disclosure    | Providing required or relevant information to a party, regulator, investor, court, or public filing. |

| Term               | Working meaning  |
|--------------------|--|
| Fiduciary duty     | A duty of loyalty, care, or good faith owed by someone in a position of trust.     |
| Board resolution   | A formal record of a board decision or authorization.                              |
| Enforcement action | A regulator's action to investigate, stop, penalize, or remedy alleged violations. |
| Remediation        | Corrective action taken to fix a problem and prevent recurrence.                   |
| Audit trail        | Records that show who did what, when, and why.                                     |

## Intellectual property and business law

| Term                     | Working meaning   |
|--------------------------|---|
| Trademark                | A source identifier such as a word, phrase, symbol, or design for goods or services.                      |
| Patent                   | A government-granted right related to an invention, subject to statutory requirements.                    |
| Copyright                | Protection for original works fixed in a tangible medium, subject to limits and exceptions.               |
| Trade secret             | Information with economic value from not being generally known and subject to reasonable secrecy efforts. |
| License                  | Permission to use rights or property under specified conditions.  |
| Assignment               | Transfer of rights, interests, or obligations, depending on context and agreement.                        |
| Claim substantiation     | Evidence supporting advertising or marketing claims before they are made.                                 |
| Reasonable accommodation | A workplace adjustment considered under disability laws, subject to legal standards and facts.            |

## Legal verbs and meeting language

| Term           | Working meaning  |
|----------------|--|
| Allege         | State a claim or fact as asserted but not yet proven.                        |
| Assert         | State a position, claim, right, defense, or privilege.                       |
| Stipulate      | Agree formally to a fact, issue, procedure, or condition.                    |
| Object         | State a legal objection to a question, evidence, request, or procedure.      |
| Compel         | Ask or order someone to do something, often through a motion or court order. |
| Preserve       | Keep evidence, rights, arguments, or objections from being lost.             |
| Reserve rights | State that a party is not waiving rights or remedies by acting now.          |
| Settle         | Resolve a dispute by agreement rather than final adjudication.               |

## Common Meeting Moves

### Careful legal conclusions

- Based on the facts we have now, the stronger argument appears to be...
- That conclusion depends on jurisdiction, procedural posture, and several facts we still need to confirm.
- I would not characterize this as settled law without checking controlling authority.
- The business risk is clear, but the legal exposure needs more factual development.

## Client intake and scope

- Before we discuss strategy, I need to gather facts and confirm there is no conflict.
- I can explain the process, but I cannot give a legal conclusion until we review the documents.
- That issue may be outside the current scope, so we should confirm whether you want us to evaluate it.
- Please do not send privileged or sensitive materials until we confirm the proper channel and scope.

## Research and writing

- What jurisdiction, deadline, procedural posture, and intended audience should guide the research?
- The short answer is yes, but with two important limitations.
- The best authority is binding, but the facts are distinguishable.
- There is contrary persuasive authority, so I would frame the conclusion as moderate rather than strong.

## Discovery and privilege

- We object to the request as overbroad and disproportionate as drafted.
- We are willing to discuss targeted custodians, search terms, date ranges, and document categories.
- This may involve legal advice, but we should escalate the privilege call rather than assume.
- Please preserve potentially relevant documents and do not alter or delete related communications.

## Contracts and negotiation

- Our concern is not the wording alone; it is the risk allocation behind the wording.
- We can accept the concept if the clause includes a cap, a defined scope, and an exclusion for indirect damages.
- That is not our preferred position, but a possible fallback is...
- I need business approval before accepting uncapped liability or an open-ended indemnity.

## Advocacy and settlement

- Respectfully, Your Honor, the record supports a narrower point.
- The strongest point for the other side is..., but our response is...
- Settlement avoids litigation cost and uncertainty, but it also requires acceptable non-monetary terms.
- We can recommend a range, but the client must approve settlement authority.

## Fast Contrast Pairs

| Do not confuse                       | Working contrast   |
|--------------------------------------|--|
| Fact vs allegation                   | A fact is established or supported; an allegation is asserted but not yet proven.                            |
| Confidentiality vs privilege         | Confidentiality is a professional duty; privilege is a legal protection from disclosure in certain contexts. |
| Legal information vs legal advice    | Information explains general concepts; advice applies law to specific facts for a person or entity.          |
| Binding vs persuasive authority      | Binding authority must be followed; persuasive authority may influence but does not control.                 |
| Holding vs dicta                     | A holding is necessary to the decision; dicta is commentary not essential to the result.                     |
| Representation vs warranty           | Both allocate factual risk, but usage and remedies depend on contract language and law.                      |
| Indemnity vs limitation of liability | Indemnity shifts specified losses; limitation clauses cap or exclude damages.                                |

| Do not confuse                      | Working contrast  |
|-------------------------------------|---|
| Dismissal with vs without prejudice | With prejudice usually bars refiling; without prejudice may allow refiling or correction. |

## Source Orientation

- U.S. Courts Glossary of Legal Terms for federal court and litigation vocabulary.
- Federal Rules of Civil Procedure, especially discovery concepts and Rule 26 proportionality language.
- Federal Rules of Evidence for evidence vocabulary such as admissibility, hearsay, and privilege context.
- American Bar Association Model Rules of Professional Conduct for confidentiality, conflicts, communication, competence, and related professional-responsibility vocabulary.
- U.S. Patent and Trademark Office resources for trademark, patent, copyright, and IP terminology.
- Federal Trade Commission business guidance for advertising claim substantiation and compliance-review vocabulary.