

COMMITTEE AMENDMENT
HOUSE OF REPRESENTATIVES
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend HB1547 _____
Of the printed Bill
Page _____ Section _____ Lines _____
Of the Engrossed Bill

By striking the Title, the Enacting Clause, the entire bill, and by inserting in lieu thereof the following language:

AMEND TITLE TO CONFORM TO AMENDMENTS

Adopted: _____

Amendment submitted by: Anthony Moore _____

Reading Clerk

1 STATE OF OKLAHOMA

2 1st Session of the 59th Legislature (2023)

3 PROPOSED COMMITTEE
4 SUBSTITUTE
5 FOR
6 HOUSE BILL NO. 1547

By: Moore

7 PROPOSED COMMITTEE SUBSTITUTE

8 An Act relating to civil procedure; amending 12 O.S.
9 2021, Section 83, which relates to conserving monies
10 obtained for or on behalf of persons under eighteen
11 years of age in court proceedings; increasing
12 monetary minimum; providing for conserving monies
13 obtained for or on behalf of persons under eighteen
14 years of age when sum is under a certain amount;
15 modifying when withdrawals of monies can be made;
16 providing when a settlement agreement is binding on
17 the minor without court approval; providing that a
18 person acting in good faith on behalf of a minor is
19 not liable to the minor for the monies paid in
20 settlement; providing that no insurer shall be liable
21 to the minor or anyone else for any deviation from
22 such obligations except upon proving by clear and
23 convincing evidence that the deviation was an
24 intentional act to harm the minor; providing that
person or entity against whom a minor has a claim
that settles the claim with a minor in good faith not
be liable to the minor for any claims arising from
the settlement of the claim; requiring an adult
acting on behalf of a person who is less than
eighteen years of age to complete an affidavit or
verified statement; providing affidavit form;
requiring any federally insured banking, credit union
or savings and loan institution receiving the monies
for deposit shall complete a receipt of deposit;
providing receipt of deposit form; repealing 12 O.S.
2021, Sections 86 and 86.1, which relate to the
Oklahoma Statutory Thresholds for Settlements
Involving Minors Act of 2022; and providing an
effective date.

1 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

2 SECTION 1. AMENDATORY 12 O.S. 2021, Section 83, is
3 amended to read as follows:

4 Section 83. A. Monies recovered in any court proceeding by a
5 next ~~friend~~ of kin or guardian ad litem for or on behalf of a person
6 who is less than eighteen (18) years of age in excess of ~~One~~
7 ~~Thousand Dollars (\$1,000.00)~~ Twenty-five Thousand Dollars
8 (\$25,000.00) over sums sufficient for paying costs and expenses
9 including medical bills and ~~attorney's~~ attorney fees shall be
10 deposited, by order of the court, in one or more federally insured
11 banking, credit union or savings and loan institutions, a trust
12 established for the person approved by the court, or invested by a
13 bank or trust company having trust powers under federal or state
14 law, approved by the court; provided, that the court may approve a
15 structured settlement, by the terms of which the proceeds of a
16 settlement may be invested by the plaintiff or the defendant in an
17 annuity to be paid to or for the benefit of the minor by an
18 insurance company licensed in this state. If authorized by the
19 court at the request of the next ~~friend~~ of kin or guardian ad litem,
20 all or a portion of the recovered monies may be deposited in an
21 account pursuant to the Oklahoma College Savings Plan Act with the
22 minor designated as beneficiary of the account.

23 B. Monies recovered in any court proceeding or settlement
24 without the filing of an action in excess of One Thousand Five

1 Hundred Dollars (\$1,500.00), and less than Twenty-five Thousand
2 Dollars (\$25,000.00), over the sum sufficient for paying costs and
3 expenses including medical bills and attorney fees, by a next of kin
4 or guardian ad litem for or on behalf of a person who is less than
5 eighteen (18) years of age shall be deposited in one or more
6 federally insured banking, credit union or savings and loan
7 institution, or a structured settlement, by the terms of which the
8 proceeds of a settlement may be invested by the plaintiff or the
9 defendant in an annuity to be paid to or for the sole benefit of the
10 minor by an insurance company licensed in this state. All or a
11 portion of the recovered monies may be deposited in an account
12 pursuant to the Oklahoma College Savings Plan Act with the minor
13 designated as the sole beneficiary of the account.

14 The adult acting on behalf of the person who is less than
15 eighteen (18) years of age shall complete an affidavit or verified
16 statement in conformity with this section. The adult entering into
17 the settlement agreement on behalf of the minor, shall retain a copy
18 of the affidavit or verified statement for the minor until the minor
19 reaches the age of majority. If the minor is represented by
20 counsel, the attorney shall also retain in the attorney file a copy
21 of the affidavit or verified statement until one (1) year after the
22 minor attains eighteen (18) years of age. If the minor is not
23 represented by counsel, the insurance company paying monies shall
24 retain in the claim file a copy of the affidavit or verified

1 statement until one (1) year after it reasonably believes the minor
2 attains eighteen (18) years of age.

3 Any federally insured banking, credit union or savings and loan
4 institution receiving the monies for deposit shall complete a
5 receipt of deposit signed by an officer of the bank, credit union,
6 or savings and loan in conformity with subsection J of this section.

7 C. Until the person becomes eighteen (18) years of age,
8 withdrawals of monies from the account or accounts shall be solely
9 pursuant to order of the court made in the case in which recovery
10 was had or by filing an action if no case had previously been filed.

11 ~~C.~~ D. When an application for the order is made by a person who
12 is not represented by an attorney, the judge of the court shall
13 prepare the order.

14 ~~D.~~ E. This section shall not apply if a legal guardian has been
15 appointed for the minor prior to any award of monies pursuant to
16 subsection A of this section. If a legal guardian is appointed
17 after any award of monies pursuant to subsection A of this section,
18 the legal guardian may petition the district court in the county
19 where the federally insured funds are held for an order directing
20 the bank, credit union or savings and loan to transfer the funds to
21 the legal guardian. The district court may make the granting of the
22 request to transfer funds subject to reasonable safeguards.

23 F. If a settlement agreement is entered into in compliance with
24 subsection B of this section, the signature of the person entering

1 into the settlement agreement on behalf of the minor is binding on
2 the minor without the need for further court approval or review, and
3 has the same force and effect as if the minor were a competent adult
4 entering into the settlement agreement.

5 G. A person acting in good faith on behalf of a minor pursuant
6 to subsection B of this section is not liable to the minor for the
7 monies paid in the settlement or for any other claim arising out of
8 the settlement.

9 H. Any person or entity against whom a minor has a claim that
10 settles the claim with a minor in good faith pursuant to subsection
11 B shall not be liable to the minor for any claims arising from the
12 settlement of the claim.

13 I. No insurer performing any obligation under this section
14 shall be liable to the minor or anyone else for any deviation from
15 such obligations except upon proving on clear and convincing
16 evidence that such deviation was an intentional act to harm the
17 minor.

18 J. The adult acting on behalf of the person who is less than
19 eighteen (18) years of age shall complete an affidavit or verified
20 statement in substantial conformity to the applicable provisions
21 below:

22 "I, [Name of Affiant], being of lawful age and after being duly
23 sworn upon oath, state as follows:

24

- 1 1. I am the parent or legal guardian of [Name of minor child]
2 ("XX"), a minor child.
- 3 2. XX's date of birth is MM-DD-YYYY.
- 4 3. [Briefly state when, where, and how the incident in question
5 occurred.]
- 6 4. [Briefly state how minor was injured in the incident,
7 describe his or her injuries, medical care received, if any, and how
8 they are doing today.]
- 9 5. As a result of the injuries sustained by XX in the incident
10 in question, I, individually and on behalf of XX, a minor, agreed to
11 settle the claims of XX against [Name of tortfeasor(s)], with their
12 insurer, [Name of Third-Party Liability Insurance Carrier(s)], in
13 the amount of \$XXXX; and with my UM/UIM insurer, [Name of First-
14 Party-Liability Insurance Carrier(s)], in the amount of \$XXXX, [add
15 additional tortfeasor or first-party coverages where applicable] for
16 a total settlement in the amount of \$XXXX.
- 17 6. I understand that all medical expenses, liens and
18 subrogation claims must be paid from the settlement: [List all
19 outstanding medical expenses, liens and subrogation providers and
20 the amounts.]
- 21 7. I understand that I (or another parent or legal guardian)
22 may be reimbursed from the settlement for medical expenses that I or
23 we have paid for the care or treatment of XX as a result of injuries
24 incurred by XX due to the subject incident as follows: [List all

1 relevant medical expenses of XX, paid for by a parent or legal
2 guardian, for which reimbursement is sought from the settlement.]

3 A. _____ ;

4 B. _____ ; and

5 C. _____ .

6 8. I understand that \$XXXX will be paid from the settlement to
7 [Name of Firm/Attorney] for attorney fees and costs in securing the
8 settlement pursuant to my contract with [Name of Firm/Attorney].

9 9. I understand that pursuant to subsection B of Section 83 of
10 Title 12 of the Oklahoma Statutes, the net of XX's settlement in the
11 amount of \$XXXX must be deposited in one or more federally insured
12 banking, credit union or savings and loan institutions, a savings
13 account that accrues interest, a trust established for XX, or
14 invested by a bank or trust company having trust powers under
15 federal or state law; into a structured settlement, by the terms of
16 which the proceeds of a settlement may be invested in an annuity to
17 be paid to or for the benefit of XX by an insurance company licensed
18 in this state. All or a portion of the recovered monies may be
19 deposited in an account pursuant to the Oklahoma College Savings
20 Plan Act with XX designated as a beneficiary of the account.

21 10. I understand that such funds may not be withdrawn, removed,
22 paid out, or transferred to anyone until XX is 18 years of age,
23 except pursuant to court order or upon the minor's death. When the
24 minor XX reaches the age of eighteen (18) years, the funds may be

1 withdrawn, removed, paid out or transferred by the minor without a
2 court order.

3 11. I understand that I must deposit the funds, secure a
4 Receipt of Deposit from the bank, and return the Receipt of Deposit
5 to my attorney or the representative [Name of Insurance Carrier]
6 within XX days of receiving the funds. I must also advise the minor
7 of the settlement and the location of the settlement funds as soon
8 as the minor has the ability to understand its existence and at the
9 time the minor reaches eighteen (18) years of age.

10 12. I understand that should I not settle this matter on behalf
11 of the minor, I have the right to ask for a jury trial in this
12 matter, and that a jury may have awarded more, less, or the same
13 amount, but by settling XX's claims, I am giving up this right to a
14 jury trial.

15 13. I understand that should I not settle this matter, or
16 pursue a jury trial on behalf of XX, XX would alternatively have a
17 right to bring a cause of action against [Name of Tortfeasor(s)]
18 within the one (1) year between XX's 18th and 19th birthdays;
19 however, by settling this matter at this time on XX's behalf, I am
20 waiving his or her right to bring a cause of action at that time,
21 and relatedly his or her opportunity to obtain a verdict through
22 jury trial.

23 14. I understand that by settling XX's claims, whether for
24 already known or later-discovered additional injuries from the

1 subject incident and/or if XX requires future medical care, I will
2 not be able to open this claim or bring any future cause of action
3 against [Name of Tortfeasor(s)] or their insurer(s), [Name of
4 Insurance Carrier], and request additional sums of money.

5 15. I believe this is a fair and reasonable settlement of XX's
6 claim: that to the best of my knowledge the minor will be fully
7 compensated by the settlement, or there is no practical way to
8 obtain additional amounts from the other party(ies) entering into
9 the settlement agreement.

10 16. I believe this settlement is in the best interests of XX.

11 17. I understand that this settlement is full and final; I have
12 not been coerced, pressured, or threatened into entering this
13 settlement in any way.

14 FURTHER AFFIANT SAYETH NOT.

15 _____
16 _____

17 _____ [Name of Affiant]

18 _____ [Address of Affiant]

19 _____ [Phone Number of Affiant]

20 I state under penalty of perjury under the laws of Oklahoma that the
21 foregoing is true and correct.

22 _____

23 Date _____ Signature of Parent or Legal Guardian of XX

24 Approved as to form and content by:

1 _____

2 [Attorney Name]

3 K. Any federally insured banking, credit union or savings and
4 loan institution receiving the monies for deposit shall complete a
5 receipt of deposit referenced herein in conformity with the
6 following:

7 RECEIPT OF DEPOSIT

8 The undersigned, an Officer of [Name of Bank], does hereby
9 acknowledge receipt of the Affidavit of [Name of Affiant], and that
10 \$XXXXX was deposited for the benefit of the minor, XX.

11 It is understood that the funds so deposited, pursuant to provisions
12 under Sections 83 and 86 of Title 12 of the Oklahoma Statutes, may
13 not be withdrawn, removed, paid out, or transferred by anyone until
14 XX is eighteen (18) years of age, except pursuant to court order or
15 upon the minor's death.

16 When XX reaches the age of eighteen (18) years of age, the funds may
17 be withdrawn, removed, paid out, or transferred by XX without court
18 order.

19 BY: _____

20 Signature

21 _____

22 Printed Name

23 _____

24 Title

1 Subscribed and sworn to before me this _____ day of _____,

2 20 .

3 _____

4 _____ Notary Public

5 My Commission Expires:

6 _____"

7 SECTION 2. REPEALER 12 O.S. 2021, Sections 86 and 86.1,
8 are hereby repealed.

9 SECTION 3. This act shall become effective November 1, 2023.

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11 59-1-7813 JL 03/01/23

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