

1 STATE OF OKLAHOMA

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

3 COMMITTEE SUBSTITUTE  
4 FOR  
5 HOUSE BILL NO. 1547

By: Moore

6  
7 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 59-1-7935 GRS 03/02/23

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