

FLOOR 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 FLOOR SUBSTITUTE
4 FOR

5 HOUSE BILL NO. 1547

6 By: Moore of the House

7 and

8 Howard of the Senate

9 FLOOR SUBSTITUTE

10 An Act relating to civil procedure; amending 12 O.S.
11 2021, Section 83, which relates to conserving monies
12 obtained for or on behalf of persons under eighteen
13 years of age in court proceedings; increasing
14 monetary minimum; providing for conserving monies
15 obtained for or on behalf of persons under eighteen
16 years of age when sum is under a certain amount;
17 modifying when withdrawals of monies can be made;
18 providing when a settlement agreement is binding on
19 the minor without court approval; providing that a
20 person acting in good faith on behalf of a minor is
21 not liable to the minor for the monies paid in
22 settlement; providing that no insurer shall be liable
23 to the minor or anyone else for any deviation from
24 such obligations except upon proving by clear and
convincing evidence that the deviation was an
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

1 Involving Minors Act of 2022; and providing an
2 effective date.

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

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

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

1 B. A minor's parent or guardian may enter into a settlement
2 agreement outside of court with a person against whom the minor has
3 a claim if a guardian ad litem, guardian, or conservator has not
4 been appointed for the minor, and the total amount of the settlement
5 proceeds is in excess of One Thousand Five Hundred Dollars
6 (\$1,500.00), and less than Twenty-five Thousand Dollars
7 (\$25,000.00), after reduction from the total settlement amount of
8 all medical expenses, medical liens, all other liens, and reasonable
9 attorney fees and costs. Monies recovered from such a settlement
10 shall be deposited by the parent or guardian in one or more
11 federally insured banking, credit union, or savings and loan
12 institution, or a structured settlement, by the minor's parent or
13 guardian in an annuity to be paid to or for the sole benefit of the
14 minor by an insurance company licensed in this state. All or a
15 portion of the recovered monies may also be deposited in an account
16 pursuant to the Oklahoma College Savings Plan Act with the minor
17 designated as the sole beneficiary of the account.

18 The parent or guardian acting on behalf of the person who is
19 less than eighteen (18) years of age shall complete an affidavit or
20 verified statement in conformity with this section. The parent or
21 guardian entering into the settlement agreement on behalf of the
22 minor shall retain a copy of the affidavit or verified statement for
23 the minor until the minor reaches the age of majority. If the minor
24 is represented by counsel, the attorney shall also retain in the

1 attorney file a copy of the affidavit or verified statement until
2 one (1) year after the minor 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 institution in conformity with subsection I of
7 this section. A federally insured banking, credit union, or savings
8 and loan institution may accept the affidavit without further
9 investigation and the bank, credit union, or savings and loan
10 institution is not liable to the minor or parent or guardian
11 provided the account is administered as set forth in the affidavit
12 and receipt of deposit provided for in this section.

13 C. Until the ~~person~~ minor becomes eighteen (18) years of age,
14 withdrawals of monies from the account or accounts shall be solely
15 pursuant to order of the court made in the case in which recovery
16 was had, or by filing an action if no case had previously been
17 filed, or upon the minor's death.

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

21 ~~D.~~ ~~This section shall not apply if~~ E. If a legal guardian has
22 been appointed for the minor prior to any award of monies pursuant
23 to ~~subsection A of this section.~~ ~~If a legal guardian is appointed~~
24 ~~after any award of monies pursuant to subsection A of this section,~~

1 the legal guardian may petition the district court in the county
2 where the federally insured funds are held for an order directing
3 the bank, credit union or savings and loan to transfer the funds to
4 the legal guardian. The district court may make the granting of the
5 request to transfer funds subject to reasonable safeguards.

6 F. If a settlement agreement is entered into in compliance with
7 subsection B of this section, the signature of the parent or
8 guardian entering into the settlement agreement on behalf of the
9 minor is binding on the minor without the need for court approval or
10 review, and has the same force and effect as if the minor were a
11 competent adult entering into the settlement agreement.

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

16 H. Any person or entity against whom a minor has a claim that
17 settles the claim with a minor in good faith under this section
18 shall not be liable to the minor or the minor's parent or guardian
19 for any claims arising from the settlement of the claim.

20 I. The minor's parent or guardian shall complete an affidavit
21 or verified statement in substantial conformity with the applicable
22 provisions below:

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

1 1. I am the parent or guardian of [Name of minor child] ("XX"),
2 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, [if any, provide the name of Third-Party Liability
13 Insurance Carrier(s)], in the amount of \$XXXX; and with my UM/UIM
14 insurer, [if any, provide the name of First-Party-Liability
15 Insurance Carrier(s)], in the amount of \$XXXX, [add additional
16 tortfeasor or first-party coverages where applicable] for a total
17 settlement in the amount of \$XXXX.

18 6. I understand that all medical expenses, liens and
19 subrogation claims must be paid from the settlement: [List all
20 outstanding medical expenses, liens and subrogation providers and
21 the amounts.]

22 7. I understand that I (or another parent or guardian of the
23 minor) may be reimbursed from the settlement for medical expenses
24 that I or we have paid for the care or treatment of XX as a result

1 of injuries incurred by XX due to the subject incident as follows:
2 [List all relevant medical expenses of XX, paid for by a parent or
3 guardian, for which reimbursement is sought from the settlement.]

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

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

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

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 if I am represented, to return
5 the Receipt of Deposit to my attorney. I must also advise the minor
6 of the settlement and the location of the settlement funds as soon
7 as the minor has the ability to understand its existence and at the
8 time the minor reaches eighteen (18) years of age.

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

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

22 14. I understand that by settling XX's claims, whether for
23 already known or later-discovered additional injuries from the
24 subject incident and/or if XX requires future medical care, I will

1 not be able to open this claim or bring any future cause of action
2 against [Name of Tortfeasor(s) or their insurer(s)], [Name of
3 Insurance Carrier, if any], to request additional sums of money.

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

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

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

13 FURTHER AFFIANT SAYETH NOT.

14 _____

15 _____

16 _____ [Name of Affiant]

17 _____ [Address of Affiant]

18 _____ [Phone Number of Affiant]

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

21 _____

22 Date _____ Signature of Parent or Legal Guardian of XX

23 Approved as to form and content by:

24 _____

1 [Attorney Name, if any]

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

6 RECEIPT OF DEPOSIT

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

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

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

18 BY: _____

19 Signature

20 _____

21 Printed Name

22 _____

23 Title

24

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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59-1-8027 MAH 03/20/23

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