

1 ENGROSSED HOUSE  
2 BILL NO. 1547

By: Moore of the House

and

Howard of the Senate

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5  
6 An Act relating to civil procedure; amending 12 O.S.  
7 2021, Section 83, which relates to conserving monies  
8 obtained for or on behalf of persons under eighteen  
9 years of age in court proceedings; increasing  
10 monetary minimum; providing for conserving monies  
11 obtained for or on behalf of persons under eighteen  
12 years of age when sum is under a certain amount;  
13 modifying when withdrawals of monies can be made;  
14 providing when a settlement agreement is binding on  
15 the minor without court approval; providing that a  
16 person acting in good faith on behalf of a minor is  
17 not liable to the minor for the monies paid in  
18 settlement; providing that no insurer shall be liable  
19 to the minor or anyone else for any deviation from  
20 such obligations except upon proving by clear and  
21 convincing evidence that the deviation was an  
22 intentional act to harm the minor; providing that  
23 person or entity against whom a minor has a claim  
24 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.

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

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

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

22 B. A minor's parent or guardian may enter into a settlement  
23 agreement outside of court with a person against whom the minor has  
24 a claim if a guardian ad litem, guardian, or conservator has not

1 been appointed for the minor, and the total amount of the settlement  
2 proceeds is in excess of One Thousand Five Hundred Dollars  
3 (\$1,500.00), and less than Twenty-five Thousand Dollars  
4 (\$25,000.00), after reduction from the total settlement amount of  
5 all medical expenses, medical liens, all other liens, and reasonable  
6 attorney fees and costs. Monies recovered from such a settlement  
7 shall be deposited by the parent or guardian in one or more  
8 federally insured banking, credit union, or savings and loan  
9 institution, or a structured settlement, by the minor's parent or  
10 guardian in an annuity to be paid to or for the sole benefit of the  
11 minor by an insurance company licensed in this state. All or a  
12 portion of the recovered monies may also be deposited in an account  
13 pursuant to the Oklahoma College Savings Plan Act with the minor  
14 designated as the sole beneficiary of the account.

15 The parent or guardian acting on behalf of the person who is  
16 less than eighteen (18) years of age shall complete an affidavit or  
17 verified statement in conformity with this section. The parent or  
18 guardian entering into the settlement agreement on behalf of the  
19 minor shall retain a copy of the affidavit or verified statement for  
20 the minor until the minor reaches the age of majority. If the minor  
21 is represented by counsel, the attorney shall also retain in the  
22 attorney file a copy of the affidavit or verified statement until  
23 one (1) year after the minor attains eighteen (18) years of age.

24

1       Any federally insured banking, credit union, or savings and loan  
2 institution receiving the monies for deposit shall complete a  
3 receipt of deposit signed by an officer of the bank, credit union,  
4 or savings and loan institution in conformity with subsection I of  
5 this section. A federally insured banking, credit union, or savings  
6 and loan institution may accept the affidavit without further  
7 investigation and the bank, credit union, or savings and loan  
8 institution is not liable to the minor or parent or guardian  
9 provided the account is administered as set forth in the affidavit  
10 and receipt of deposit provided for in this section.

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

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

19       ~~D.~~ ~~This section shall not apply if~~

20       E. If a legal guardian has been appointed for the minor prior  
21 to any award of monies pursuant to ~~subsection A of this section.~~ ~~If~~  
22 ~~a legal guardian is appointed after any award of monies pursuant to~~  
23 ~~subsection A of this section,~~ the legal guardian may petition the  
24 district court in the county where the federally insured funds are

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

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

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

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

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

21 Signature

22 \_\_\_\_\_

23 Printed Name

24 \_\_\_\_\_

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Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_"

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

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

Passed the House of Representatives the 21st day of March, 2023.

\_\_\_\_\_  
Presiding Officer of the House  
of Representatives

Passed the Senate the \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Presiding Officer of the Senate