

1 ENGROSSED SENATE AMENDMENT
TO
2 ENGROSSED HOUSE
BILL NO. 1547

By: Moore of the House

and

Howard of the Senate

7 An Act relating to civil procedure; amending 12 O.S.
8 2021, Section 83, which relates to conserving monies
9 obtained for or on behalf of persons under eighteen
10 years of age in court proceedings; *** providing
11 receipt of deposit form; repealing 12 O.S. 2021,
12 Sections 86 and 86.1, which relate to the Oklahoma
13 Statutory Thresholds for Settlements Involving Minors
14 Act of 2022; and providing an effective date.

13 AMENDMENT NO. 1. Page 1, strike the title, enacting clause and
14 entire bill and insert

15 "An Act relating to civil procedure; amending 12 O.S.
16 2021, Sections 81 and 83, which relate to payments or
17 conserving monies obtained for or on behalf of
18 persons under eighteen years of age or incompetent
19 persons in court proceedings; increasing monetary
20 minimum; providing for conserving monies obtained for
21 or on behalf of persons under eighteen years of age
22 when sum is under a certain amount; modifying when
23 withdrawals of monies can be made; providing when a
24 settlement agreement is binding on the minor without
court approval; providing that a person acting in
good faith on behalf of a minor is not liable to the
minor for the monies paid in settlement; providing
that no insurer shall be liable to the minor or
anyone else for any deviation from 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

1 in good faith not be liable to the minor for any
2 claims arising from the settlement of the claim;
3 requiring an adult acting on behalf of a person who
4 is less than eighteen years of age to complete an
5 affidavit or verified statement; providing affidavit
6 form; requiring any federally insured banking, credit
7 union or savings and loan institution receiving the
8 monies for deposit shall complete a receipt of
9 deposit; providing receipt of deposit form; repealing
10 12 O.S. 2021, Sections 86 and 86.1, which relate to
11 the Oklahoma Statutory Thresholds for Settlements
12 Involving Minors Act of 2022; and providing an
13 effective date.

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

15 SECTION 1. AMENDATORY 12 O.S. 2021, Section 81, is
16 amended to read as follows:

17 Section 81. Where any amount of money not exceeding ~~Five~~
18 ~~Hundred Dollars (\$500.00)~~ One Thousand Five Hundred Dollars
19 (\$1,500.00) shall be deposited and paid into any court of record of
20 this state by virtue of any judgment, order, settlement,
21 distribution or decree for the use and benefit of, and to the credit
22 of, any minor or incompetent person having no legal guardian of his
23 estate within this state, and no person shall within ninety (90)
24 days thereafter become the legal and qualified guardian of the
estate of such minor or incompetent person, if it appears to the
court that such money is needed for the support of such minor or
incompetent person or that it is otherwise for the best interest of
such minor or incompetent person, the court may, in its discretion,

1 order payment of such funds to be made to any proper and suitable
2 person as trustee for such minor or incompetent person, with bond,
3 as the court may direct, to be expended for the support, use, and
4 benefit of such minor or incompetent person. Such order may be made
5 by the court in the original cause in which the funds are credited
6 upon the application of any interested person; and the court may
7 direct the clerk of the court to make payment of the same to be made
8 in installments or in one lump sum as may seem for the best
9 interests of such minor or incompetent person.

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

12 Section 83. A. Monies recovered in any court proceeding by a
13 next friend or guardian ad litem for or on behalf of a person who is
14 less than eighteen (18) years of age in excess of ~~One Thousand~~
15 ~~Dollars (\$1,000.00)~~ Twenty-five Thousand Dollars (\$25,000.00) over
16 sums sufficient for paying costs and expenses including medical
17 bills and ~~attorney's~~ attorney fees shall be deposited, by order of
18 the court, in one or more federally insured banking, credit union or
19 savings and loan institutions, a trust established for the person
20 approved by the court, or invested by a bank or trust company having
21 trust powers under federal or state law, approved by the court;
22 provided, that the court may approve a structured settlement, by the
23 terms of which the proceeds of a settlement may be invested by the
24 plaintiff or the defendant in an annuity to be paid to or for the

1 benefit of the minor by an insurance company licensed in this state.
2 If authorized by the court at the request of the next friend or
3 guardian ad litem, all or a portion of the recovered monies may be
4 deposited in an account pursuant to the Oklahoma College Savings
5 Plan Act with the minor designated as beneficiary of the account.

6 B. A minor's parent or guardian may enter into a settlement
7 agreement outside of a court proceeding with a person against whom
8 the minor has a claim if a guardian ad litem, guardian, or
9 conservator has not been appointed for the minor, and the total
10 amount of the settlement proceeds is greater than One Thousand Five
11 Hundred Dollars (\$1,500.00) and less than or equal to Twenty-five
12 Thousand Dollars (\$25,000.00), after reduction from the total
13 settlement amount of all medical expenses, medical liens, all other
14 liens, and reasonable attorney fees and costs. Monies recovered
15 from such a settlement shall be deposited by the parent or guardian
16 in a savings account that accrues interest at one or more federally
17 insured banking, credit union, or savings and loan institutions; in
18 a trust established for the minor by a bank or trust company having
19 trust powers under state or federal law; or into a structured
20 settlement by the terms of which the proceeds of the settlement may
21 be invested in an annuity to be paid to or for the benefit of the
22 minor by an insurance company licensed in this state. All or a
23 portion of the recovered monies may also be deposited in an account

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1 pursuant to the Oklahoma College Savings Plan Act with the minor
2 designated as the sole beneficiary of the account.

3 The parent or guardian acting on behalf of the person who is
4 less than eighteen (18) years of age shall complete an affidavit or
5 verified statement in conformity with this section. The parent or
6 guardian entering into the settlement agreement on behalf of the
7 minor shall retain a copy of the affidavit or verified statement for
8 the minor until the minor reaches the age of majority. If the minor
9 is represented by counsel, the attorney shall also retain in the
10 attorney file a copy of the affidavit or verified statement until
11 one (1) year after the minor attains eighteen (18) years of age.

12 Any federally insured banking, credit union, or savings and loan
13 institution receiving the monies for deposit shall complete a
14 receipt of deposit signed by an officer of the bank, credit union,
15 or savings and loan institution in conformity with subsection J of
16 this section. A federally insured banking, credit union, or savings
17 and loan institution may accept the affidavit without further
18 investigation and the bank, credit union, or savings and loan
19 institution shall not be liable to the minor or parent or guardian
20 provided the account is administered as set forth in the affidavit
21 and receipt of deposit provided for in this section.

22 C. Until the ~~person~~ minor becomes eighteen (18) years of age,
23 withdrawals of monies from the account or accounts shall be solely
24 pursuant to order of the court made in the case in which recovery

1 was had, or by filing an action if no case had previously been
2 filed, or upon the minor's death. The district court shall have
3 jurisdiction over such action.

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

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

8 E. If a legal guardian has been appointed for the minor prior
9 to any award of monies pursuant to ~~subsection A of this section.~~ ~~If~~
10 ~~a legal guardian is appointed after any award of monies pursuant to~~
11 ~~subsection A of this section,~~ the legal guardian may petition the
12 district court in the county where the federally insured funds are
13 held for an order directing the bank, credit union or savings and
14 loan to transfer the funds to the legal guardian. The district
15 court may make the granting of the request to transfer funds subject
16 to reasonable safeguards.

17 F. If a settlement agreement is entered into in compliance with
18 subsection B of this section, the signature of the parent or
19 guardian entering into the settlement agreement on behalf of the
20 minor is binding on the minor without the need for court approval or
21 review and has the same force and effect as if the minor were a
22 competent adult entering into the settlement agreement.

23 G. A person acting in good faith on behalf of a minor pursuant
24 to subsection B of this section shall not be liable to the minor for

1 the monies paid in the settlement or for any other claim arising out
2 of the settlement.

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

7 I. The minor's parent or guardian shall complete an affidavit
8 or verified statement in substantial conformity with the applicable
9 provisions as follows:

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

12 1. I am the parent or guardian of [Name of minor child] ("XX"),
13 a minor child.

14 2. XX's date of birth is MM-DD-YYYY.

15 3. [Briefly state when, where, and how the incident in question
16 occurred.]

17 4. [Briefly state how minor was injured in the incident,
18 describe his or her injuries, medical care received, if any, and how
19 they are doing today.]

20 5. As a result of the injuries sustained by XX in the incident
21 in question, I, individually and on behalf of XX, a minor, agreed to
22 settle the claims of XX against [Name of tortfeasor(s)], with their
23 insurer, [if any, provide the name of Third-Party Liability
24 Insurance Carrier(s)], in the amount of \$XXXX; and with my UM/UIM

1 insurer, [if any, provide the name of First-Party-Liability
2 Insurance Carrier(s)], in the amount of \$XXXX, [add additional
3 tortfeasor or first-party coverages where applicable] for a total
4 settlement in the amount of \$XXXX.

5 6. I understand that all medical expenses, liens and
6 subrogation claims must be paid from the settlement: [List all
7 outstanding medical expenses, liens and subrogation providers and
8 the amounts.]

9 7. I understand that I (or another parent or guardian of the
10 minor) may be reimbursed from the settlement for medical expenses
11 that I or we have paid for the care or treatment of XX as a result
12 of injuries incurred by XX due to the subject incident as follows:
13 [List all relevant medical expenses of XX, paid for by a parent or
14 guardian, for which reimbursement is sought from the settlement.]

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

19 9. I understand that pursuant to subsection B of Section 83 of
20 Title 12 of the Oklahoma Statutes, the net of XX's settlement in the
21 amount of \$XXXX must be deposited in a savings account that accrues
22 interest at one or more federally insured banking, credit union or
23 savings and loan institutions; in a trust established for XX, by a
24 bank or trust company having trust powers under state or federal

1 law; or into a structured settlement, by the terms of which the
2 proceeds of a settlement may be invested in an annuity to be paid to
3 or for the benefit of XX by an insurance company licensed in this
4 state. All or a portion of the recovered monies may be deposited in
5 an account pursuant to the Oklahoma College Savings Plan Act with XX
6 designated as a beneficiary of the account.

7 10. I understand that such funds may not be withdrawn, removed,
8 paid out, or transferred to anyone until XX is 18 years of age,
9 except pursuant to court order or upon the minor's death. When the
10 minor XX reaches the age of eighteen (18) years, the funds may be
11 withdrawn, removed, paid out or transferred by the minor without a
12 court order.

13 11. I understand that I must deposit the funds, secure a
14 Receipt of Deposit from the bank, and if I am represented, to return
15 the Receipt of Deposit to my attorney. I must also advise the minor
16 of the settlement and the location of the settlement funds as soon
17 as the minor has the ability to understand its existence and at the
18 time the minor reaches eighteen (18) years of age.

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

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

9 14. I understand that by settling XX's claims, whether for
10 already known or later-discovered additional injuries from the
11 subject incident and/or if XX requires future medical care, I will
12 not be able to open this claim or bring any future cause of action
13 against [Name of Tortfeasor(s) or their insurer(s)], [Name of
14 Insurance Carrier, if any], to request additional sums of money.

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

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

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

24 FURTHER AFFIANT SAYETH NOT.

1 _____

2 _____

3 [Name of Affiant]

4 [Address of Affiant]

5 [Phone Number of Affiant]

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

8 _____

9 Date Signature of Parent or Legal Guardian of XX

10 Approved as to form and content by:

11 _____

12 [Attorney Name, if any]

13 J. Any federally insured banking, credit union or savings and
14 loan institution receiving the monies for deposit shall complete a
15 receipt of deposit referenced herein in conformity with the
16 following:

17 RECEIPT OF DEPOSIT

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

21 It is understood that the funds so deposited, pursuant to provisions
22 under Section 83 of Title 12 of the Oklahoma Statutes, may not be
23 withdrawn, removed, paid out, or transferred by anyone until XX is

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1 eighteen (18) years of age, except pursuant to court order or upon
2 the minor's death.

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

6 BY:

7 _____
8 _____

9 Signature

10 _____

11 Printed Name

12 _____

13 Title

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

15 20 _____.

16 _____

17 _____ Notary Public

18 My Commission Expires:

19 _____"

20 SECTION 3. REPEALER 12 O.S. 2021, Sections 86 and 86.1,
21 are hereby repealed.

22 SECTION 4. This act shall become effective November 1, 2024."
23
24

1 Passed the Senate the 19th day of March, 2024.

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3 _____
4 Presiding Officer of the Senate

5 Passed the House of Representatives the ____ day of _____,
6 2024.

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8 _____
9 Presiding Officer of the House
10 of Representatives

1 ENGROSSED HOUSE
2 BILL NO. 1547

By: Moore of the House

and

Howard of the Senate

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4
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 5. 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.

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

SECTION 7. 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