

## CIRCUIT COURT eFILING FEES

A lawyer may pay eFiling fees in circuit court cases in a number of ways: by credit or debit card, electronic check, a court debit account or, subject to the approval of a clerk of court, with a paper check. The following is a summary of the relevant information relating to each type of payment and how it should be handled with a Traditional IOLTA, an E-Banking Trust Account and an All-in-One Trust Account.

### A. CREDIT CARD OR DEBIT CARD

When a lawyer pays filing fees with a payment card, regardless of whether it is a credit card or a debit card, a **2.75% convenience fee** is added to the filing fee.

As of June 1, 2017, Wisconsin courts will accept MasterCard and Visa. OLR recommends that a lawyer maintain a **separate, special purpose credit card** to conduct such transactions. This will keep client and trust account-related “expenses” separate from the lawyer’s business and/or personal expenses.

The monthly statements for that special purpose credit card will enable the lawyer to verify that the payment of each client’s filing fee has been made. By reviewing the statement and connecting each item to a particular client, a lawyer assures that the credit card statement contains no errors or omissions, such as a double billing or a lack of payment when the lawyer’s records reflect that a payment was made.

A lawyer must assure that filing fees are not electronically withdrawn from a trust account by a third party, as this is prohibited by [SCR 20:1.15\(f\)\(2\)c](#). In other words, a lawyer must not permit funds to be “**pulled**” from a trust account by the lawyer’s credit card processor or any other third party. For example, a lawyer must not authorize monthly payments of a credit card bill to be withdrawn from a trust account by the lawyer’s credit card processor.

**Traditional IOLTA:** eFiling fees that are paid with a lawyer’s credit or debit card must be reimbursed with a trust account check payable to the lawyer’s business account because electronic transfers are prohibited in a traditional trust account. The client matter and purpose of the payment to the lawyer should be identified on the check’s memo line and/or in some other record maintained by the lawyer.



**E-Banking Trust Account:** Electronic payments as well as checks are permitted in an E-Banking Trust Account (EBTA). Consequently, eFiling fees paid with a lawyer’s credit or debit card may be reimbursed with

either an electronic transfer from the EBTA to the lawyer's business account OR with a check drawn on the EBTA or the Primary IOLTA, depending upon the account in which the client's funds are held. If the reimbursement is electronically transferred, the client matter and purpose of the transfer must be identified in the bank's on-line payment system. If the reimbursement is made by check, the client matter and purpose of the check must be identified on the check's memo line.

**NOTE:** A lawyer may hold an advance to pay filing fees in an EBTA for a short time, provided that the client so directs<sup>1</sup> and that the lawyer promptly<sup>2</sup> pays the filing fee and transfers or disburses the reimbursement from the EBTA to the lawyer's business account.



**All-in-One Trust Account:** Electronic payments as well as checks are permitted in an All-in-One Trust Account. Consequently, eFiling fees may be reimbursed with either an electronic transfer from the All-in-One to the lawyer's business account OR with a check. The requirements relating to identification of the client matter and reason for each transfer or disbursement are identical to those for the EBTA. (See above).

## **B. ELECTRONIC CHECK**

When a lawyer pays eFiling fees with an Electronic Check, a **flat fee of \$2.50** is added to the amount of the filing fee.

An Electronic Check must not be paid from any type of trust account. Such transactions are explicitly prohibited in a traditional trust account under [SCR 20:1.15\(f\)\(3\)](#). They are also prohibited in an EBTA and an All-in-One IOLTA due to the lawyer's inability to record the client matter and purpose of the transaction in the on-line payment system of the lawyer's bank, as required by SCR [20:1.15\(f\)\(3\)b.5](#) and [c.4](#). The payment is made via the court's eFiling software but the transaction may not be adequately documented in the lawyer's banking system. Consequently, Electronic Checks must be issued from the lawyer's business account.

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<sup>1</sup> This option is available under [SCR 20:1.15\(f\)\(3\)b.4.c](#).

<sup>2</sup> Prompt reimbursement requires a lawyer to transfer the funds from the E-Banking Trust Account to the business account within a short period of time after the funds are available for disbursement. A short period of time may be interpreted as no more than 10 days after the date of deposit. If a matter cannot be filed within 10 days of the deposit, the funds must be transferred from the E-Banking Trust Account to the Primary IOLTA.

**Traditional IOLTA:** eFiling fees paid with an Electronic Check must be reimbursed with a trust account check payable to the lawyer's business account because electronic transfers are prohibited in a traditional trust account. The client matter and purpose of the payment to the lawyer should be identified on the check's memo line and/or in some other record maintained by the lawyer.



**E-Banking Trust Account:** eFiling fees paid with an Electronic Check may be reimbursed with an electronic transfer from the EBTA to the lawyer's business account OR with a check drawn on the EBTA or the Primary IOLTA, depending upon the account in which the client's funds are held. If the reimbursement is electronically transferred, the client matter and purpose of the transfer must be identified in the bank's on-line payment system. If the reimbursement is made by check, the client matter and purpose of the check must be identified on the check's memo line.

**NOTE:** A lawyer may hold an advance to pay filing fees in an EBTA for a short time, provided that the client so directs<sup>3</sup> and that the lawyer promptly<sup>4</sup> pays the filing fee and transfers or disburses the reimbursement from the EBTA to the lawyer's business account.



**All-in-One Trust Account:** eFiling fees paid with an Electronic check may be reimbursed with either an electronic transfer from the All-in-One to the lawyer's business account OR with a check. The requirements relating to identification of the client matter and reason for each transfer or disbursement are identical to those for the EBTA. (See above).

## C. COURT DEBIT ACCOUNT

When a lawyer pays eFiling fees from a Court Debit Account, there are no convenience fees; however, the standard \$20 fee for eFiled cases does apply. This payment method requires the lawyer to have an [eCourts Account](#) and to set up and fund a [Debit Account](#) in each county in which the lawyer wants to pay filing fees from such an account.

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<sup>3</sup> This option is available under [SCR 20:1.15\(f\)\(3\)b.4.c.](#)

<sup>4</sup> Prompt reimbursement requires a lawyer to transfer the funds from the E-Banking Trust Account to the business account within a short period of time after the funds are available for disbursement. A short period of time may be interpreted as no more than 20 days after the date of deposit. If a matter cannot be filed within 20 days of the deposit, the funds must be transferred from the E-Banking Trust Account to the Primary IOLTA.

**NOTE:** A Court Debit Account is not a trust account. It holds funds belonging to the lawyer to pay filing fees.

This payment method is described on the court system's website as follows:

A court debit account offers eFilers the ability to deposit money with the clerk of circuit court to pay for fees associated with eFiled cases. You may delegate access to this account to any attorney who has an eCourts account. There are no electronic banking fees when using a court debit account and eFilers skip the US Bank electronic payment process.

**Note:** Court debit accounts must be set up with each county clerk of circuit court where you prefer to use these accounts in lieu of electronic payment through US Bank.

As of July 2017, a Court Debit Account must be funded by check or cash, paid either by mail or in person.

As lawyers are required to hold client funds in trust under SCR 20:1.15(b)(1), a lawyer must not deposit funds from any type of trust account to a Court Debit Account. A lawyer should deposit a business account check or any other, non-trust account check to advance filing fees on behalf of the client.

**Traditional IOLTA:** eFiling fees paid from a Court Debit Account must be reimbursed with a trust account check payable to the lawyer's business account because electronic transfers are prohibited in a traditional trust account. The client matter and purpose of the payment to the lawyer should be identified on the check's memo line and/or in some other record maintained by the lawyer.



**E-Banking Trust Account:** eFiling fees paid from a Court Debit Account may be reimbursed with an electronic transfer from the EBTA to the lawyer's business account OR with a check drawn on the EBTA or the Primary IOLTA, depending upon the account in which the client's funds are held. If the reimbursement is electronically transferred, the client matter and purpose of the transfer must be identified in the bank's on-line payment system. If the reimbursement is made by check, the client matter and purpose of the check must be identified on the check's memo line.

**NOTE:** A lawyer may hold an advance to pay filing fees in an EBTA for a short time, provided that the client so directs<sup>5</sup> and that the lawyer

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<sup>5</sup> This option is available under [SCR 20:1.15\(f\)\(3\)b.4.c.](#)

promptly<sup>6</sup> pays the filing fee and transfers or disburses the reimbursement from the EBTA to the lawyer's business account.



**All-in-One Trust Account:** eFiling fees paid from a Court Debit Account may be reimbursed with either an electronic transfer from the All-in-One to the lawyer's business account OR with a check. The requirements relating to identification of the client matter and reason for each transfer or disbursement are identical to those for the EBTA. (See above).

### **Applicable Supreme Court Rules**

#### **SCR 20:1.15 Safekeeping property; trust accounts and fiduciary accounts. (Effective, July 1, 2016)**

**(f) Security requirements and restricted transactions.**

**(2) Prohibited transactions.**

c. **Electronic transfers by 3rd parties.** A lawyer shall not authorize a 3rd party to electronically withdraw funds from a trust account. A lawyer shall not authorize a 3rd party to deposit funds into the lawyer's trust account through a form of electronic deposit that allows the 3rd party making the deposit to withdraw the funds without the permission of the lawyer.

(3) Electronic transactions. A lawyer shall not make deposits to or disbursements from a trust account by way of an electronic transaction, except as provided in SCR 20:1.15(f)(3)a. through c.

b. **E-Banking Trust Account.** A lawyer may accept funds paid by credit card, debit card, prepaid or other types of payment cards, and other electronic deposits, and may disburse funds by electronic transactions that are not prohibited by sub. (f)(2)c., provided that the lawyer does all of the following:

1. Maintains an IOLTA account, which shall be the primary IOLTA account, in which no electronic transactions shall be conducted other than those transferring funds from the primary IOLTA to the E-Banking Trust Account for purposes of making an electronic disbursement, or those transactions authorized by SCR 20:1.15(f)(3)a., (3)b.4.a., and (3)b.4.d.

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<sup>6</sup> Prompt reimbursement requires a lawyer to transfer the funds from the E-Banking Trust Account to the business account within a short period of time after the funds are available for disbursement. A short period of time may be interpreted as no more than 20 days after the date of deposit. If a matter cannot be filed within 20 days of the deposit, the funds must be transferred from the E-Banking Trust Account to the Primary IOLTA.

2. Maintains a separate IOLTA account with commercially reasonable account security for electronic transactions, which shall be entitled: "E-Banking Trust Account."

3. Holds lawyer or law firm funds in the E-Banking Trust Account reasonably sufficient to cover monthly account fees and fees deducted from deposits and maintains a ledger for those account fees.

4. Transfers the gross amount of each deposit within three business days after the deposit is available for disbursement, and if necessary, adds funds belonging to the lawyer or law firm to cover any deduction of fees and surcharges relating to the deposit, in accordance with all of the following:

a. All advanced costs and advanced fees held in trust under SCR 20:1.5(f) shall be transferred to the primary IOLTA account by check or by electronic transaction.

b. Earned fees, cost reimbursements, and advanced fees that are subject to the requirements of SCR 20:1.5(g) shall be transferred to the business account by check or by electronic transaction.

c. Any funds that the client has directed be disbursed by electronic transfer shall be promptly disbursed from the E-Banking Trust Account by electronic transaction.

d. All funds received in trust other than funds identified in SCR 20:1.15(f)(3)b.4.a., b., and c. shall be transferred to the primary IOLTA account by check or by electronic transaction.

e. Except for funds identified in SCR 20:1.15(f)(3)b.4.a. and b., a lawyer or law firm shall not be prohibited from deducting electronic transfer fees or surcharges from the client's funds, provided the client has agreed in writing to accept the electronic payment after being advised of the anticipated fees and surcharges.

5. Identifies the client matter and the reason for disbursement on the memo line of each check used to disburse funds; records in the financial institution's electronic payment system the date, amount, payee, client matter, and reason for the disbursement for each electronic transaction; and makes no disbursements by credit card, debit card, prepaid or other types of payment cards, or any other electronic payment system that does not generate a record of the date, amount, payee, client matter, and reason for the disbursement in the financial institution's electronic payment system.

6. Replaces any and all funds that have been withdrawn from the E-Banking Trust Account by the financial institution or card issuer, and reimburses the account for any shortfall or negative balance caused by a chargeback, surcharge, or ACH reversal within three business days of receiving actual notice that a chargeback, surcharge, or

ACH reversal has been made against the E-Banking Trust Account; and reimburses the E-Banking Trust Account for any chargeback, surcharge, or ACH reversal prior to accepting a new electronic deposit or transferring funds from the primary IOLTA to the E-Banking Trust Account for purposes of making an electronic disbursement.

c. Alternative to E-Banking Trust Account. A lawyer may deposit funds paid by credit card, debit card, prepaid or other types of payment cards, and other electronic deposits into a trust account, and may disburse funds from that trust account by electronic transactions that are not prohibited by sub. (f)(2)c., without establishing a separate E-Banking Trust Account, provided that all of the following conditions are met:

1. The lawyer or law firm maintains commercially reasonable account security for electronic transactions.

2. The lawyer or law firm maintains a bond or crime insurance policy in an amount sufficient to cover the maximum daily account balance during the prior calendar year.

3. The lawyer or law firm arranges for all chargebacks, ACH reversals, monthly account fees, and fees deducted from deposits to be deducted from the lawyer's or law firm's business account; or the lawyer or law firm replaces any and all funds that have been withdrawn from the trust account by the financial institution or card issuer within three business days of receiving actual notice that a chargeback, surcharge, or ACH reversal has been made against the trust account; and the lawyer or law firm reimburses the account for any shortfall or negative balance caused by a chargeback, surcharge, or ACH reversal. The lawyer shall reimburse the trust account for any chargeback, surcharge, or ACH reversal prior to disbursing funds from the trust account.

4. The lawyer or law firm identifies the client matter and the reason for disbursement on the memo line of each check used to disburse funds; records in the financial institution's electronic payment system the date, amount, payee, client matter, and reason for the disbursement for each electronic transaction; and makes no disbursements by credit card, debit card, prepaid or other types of payment cards, or any other electronic payment system that does not generate a record of the date, amount, payee, client matter, and reason for the disbursement in the financial institution's electronic payment system.

*Circuit Court Filing Fees (07/01/2017)*