

## Legal News & Trends

### Wisconsin law prohibits unlimited contracts for court reporting services

The Wisconsin Court Reporters Association (WCRA) has received increasing complaints related to Wisconsin's law that prohibits unlimited contracts for court reporting services. It appears that numerous law firms are being directed by their insurance company clients to use specific court reporting firms because the client has arranged for volume discounts and direct billing under an unlimited, long-term contract with a particular court reporting firm. Long-term, unlimited contracts with Wisconsin court reporters or court reporting firms operating in Wisconsin are strictly prohibited under Wisconsin law.

Wisconsin statutorily prohibits unlimited contracts for court reporting services.<sup>1</sup> In general, depositions may not be taken before "a person who has entered into a contract for court reporting services *unless* the contract is limited to a particular action or incident."<sup>2</sup> This statute was designed to end the practice of entities who are frequent parties to litigation from entering into long-term, unlimited contracts with Wisconsin court reporters or court reporting firms operating in Wisconsin under which the parties receive volume discounts, priority status, early transcripts, and so on. Accordingly, if a contract for court reporting services<sup>3</sup> is entered into for any deposition taken in Wisconsin, then the contract with the person taking the deposition must be limited to a particular "action or incident."

If this statute is violated by a party to a deposition, the opposing party may either refuse to proceed with the deposition or may move to have the deposition quashed. There is also the potential for recovery of fees and costs by the injured party.

This statute applies to any deposition taken in Wisconsin. It does not matter whether the parties to the deposition are from outside of Wisconsin. When conducting depositions in Wisconsin, this statute must be followed.

It is a violation of the statute even if the reporting firm has a contract with *both parties* to a case. The statute prohibits a long-term, undefined contract regardless of whether both parties have entered into this kind of contract.

#### Endnotes

<sup>1</sup>See Wis. Stat. § 804.03(3). Illinois, Iowa, Michigan, and Minnesota also have addressed this issue through similar statutory or court rule modifications. See 225 Ill. Comp. Stat. 415/1-28 (2003); Iowa R. Civ. Pro. 1.713; Mich. Comp. Laws §§ 600.1490 \_ .1494 (2003); Minn. R. Civ. Pro. 28.03; Minn. Stat. § 486.10 (2003).

<sup>2</sup>Wis. Stat. § 804.03(3).

<sup>3</sup>The term "court-reporting services" is undefined in the statute, but presumably includes, at a minimum, taking depositions and preparing all requested transcripts.

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