SUPREME COURT OF PENNSYLVANIA
DOMESTIC RELATIONS PROCEDURAL RULES COMMITTEE

ADOPTION REPORT

Adoption of Pa.R.Civ.P. 1930.11

On November 26, 2025, the Supreme Court adopted Pennsylvania Rule of Civil Procedure 1930.11 to permit the use of "facsimile signatures" on documents filed pursuant to Pa.R.Civ.P. 1901-1959. The Domestic Relations Procedural Rules Committee has prepared this Adoption Report describing the rulemaking process. An Adoption Report should not be confused with Comments to the rules. *See* Pa.R.J.A. 103, cmt. The statements contained herein are those of the Committee, not the Court.

The Committee had been studying whether facsimile signatures should be accepted in addition to "wet" or pen-and-ink signatures on documents filed with the court. The Committee believed that the sole requirement of a wet signature is archaic because, in more modern practice, the entire case record may be digital and never exist in physical form. Further, with the remote practice of law or multi-office/multi-county practices, obtaining a client's wet signature prior to filing causes unnecessary delay and expense when signed documents are mailed, and an unnecessary inconvenience when documents must be signed in person. Additionally, in family court matters, there is often insufficient time for the client to deliver a wet signed document to the attorney prior to filing.

The concept of a facsimile signature may be illustrated through reference to Pa.R.E. 902(4) concerning the self-authentication of certified copies of public records. In relevant part, that rule states: "A certificate required by paragraph (4)(B) may include a handwritten signature, a copy of a handwritten signature, a computer generated signature, or a signature created, transmitted, received, or stored by electronic means, by the signer or by someone with the signer's authorization. A seal may, but need not, be raised." Its Comment, in relevant part, states: "Pa.R.E. 902(4) differs from F.R.E. 902(4) insofar as the rule does not require the certificate to include a pen-and-ink signature or raised seal for the self-authentication of public documents."

Pa.R.Civ.P. 76 does not define a "signature"; rather it provides examples of what may constitute a "signature." Only with reference to documents produced by a court does Pa.R.Civ.P. 76 include "a handwritten signature, a copy of a handwritten signature, a computer generated signature or a signature created, transmitted, received, or stored by electronic means, by the signer or by someone with the signer's authorization." These examples do not include documents filed with the court by parties. Therefore, originals of documents filed with the court by parties must contain a wet signature and, if e-filed, be retained by the parties.

The Committee published for comment proposed Pa.R.Civ.P. 1930.11 to permit the use of facsimile signatures. *See* 55 Pa.B. 2732 (April 12, 2025). The language of the proposed rule was borrowed from the examples of "signature" in Pa.R.Civ.P. 76, as applied to court-generated documents. The rule would not prohibit the use of commercial applications that allow users to "sign" a document electronically because the digital artifacts indicating the date and time when a document was signed and the electronic location of the signer permit authentication.

The Committee did not believe that a wet signature provides a significant safeguard against forgery. If a party is willing to forge a facsimile signature, then the party is likely inclined to also forge a wet signature. *See also* 18 Pa.C.S. § 4101(b) (defining a "writing" for the offense of forgery to include digital signatures). Nor did the Committee believe that a wet signature provided such an assurance of attribution to warrant its continued requirement. Notwithstanding, the Committee proposed adding cautionary citations to authority in the Comment advising readers that the form of a signature is not a shield against the consequences of the improper use of a signature. Any question pertaining to a signature can be raised by objection.

The Committee received one comment, which was in support of the proposal. Post-publication, the Committee discussed whether the inclusion of "stipulations" in the Comment to Pa.R.Civ.P. 1930.11, as proposed, might be interpreted to permit the use of facsimile signatures on agreements, *e.g*., marital separation agreements, between the parties. That was not the intent of the rule. The Committee believed that those signatures may be governed by Pennsylvania's Uniform Electronic Transactions Act, 73 P.S. §§ 2260.101 *et seq*. *See also* 73 P.S. § 2260.305 (permitting the parties to agree to attribution of an electronic signature to a person). However, the rule would not govern the validity of signatures on agreements between the parties outside of court. Accordingly, the Committee removed "stipulations" from the Comment to eliminate the potential for misinterpretation.

Yet, when an agreement is filed with the court, the original of that agreement should not be required to be filed. As is the requirement for civil pleadings in general, only a copy is required. *See* Pa.R.Civ.P. 1019(i). As an evidentiary matter, a duplicate of an agreement is admissible to the same extent as the original unless there is a genuine question raised about the original's authenticity, or the circumstances make it unfair to admit the duplicate. *See* Pa.R.E. 1003. To reinforce that filing a copy of an agreement is sufficient in family court proceedings, the Committee added the last paragraph of the Comment.

This rule becomes effective on January 1, 2026.