COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO.
2016-0969

MASSACHUSETTS ASSOCIATION OF COURT INTERPRETERS, INC., MOUSSA ABBOUD, SOLEDADE GOMES DEBARROS, ANAHIT FLANAGAN, NORMA V. ROSEN-MANN, and MICHAEL R. LENZ, individually, and on behalf of other persons similarly situated, Plaintiffs	:
v.	:
LEWIS "HARRY" SPENCE, in his capacity as Administrator of the Trial Court, and his successors in office, MARIA FOURNIER, in her capacity as the Director of the Support Services Department of the Trial Court Office of Court Management and the Office of Court Interpreter Services Coordinator for the Administrative Office of the Trial Court, and her successors in office, and BRUCE SAWAYER, in his capacity as Manager of Accounting of the Fiscal Affairs Department of the Trial Court, and his successors in office, Defendants	:

PLAINTIFFS' OPPOSITION TO DEFENDANTS' MOTION TO DISMISS

A. Introduction

The Attorney General had three options in responding to Plaintiffs' Amended Complaint. The first is that she could have recognized that the issues the Plaintiffs raised in their original Complaint and Amended Complaint were serious and concerned the proper functioning of the courts, which must accommodate increasing numbers of

limited-English proficient parties and witnesses and, therefore, that their complaint provided an opportunity to sit down and explore those issues to see if together they could fashion workable solutions. Counsel's cover letter accompanying service of the original Complaint invited her to do so. The filing of the Complaint only came after attempts by plaintiffs to address their concerns with the Office of Court Interpreter Services ("OCIS") and court officials failed to elicit responses. Such a response from the Attorney General would have led plaintiffs to compromise their complaints over misclassification and find a solution to pay rates, assignments to courts, and the other issues raised in their original Complaint and in the Amended Complaint.[1]

The second option the Attorney General had was to answer the Amended Complaint and dispute the allegations on the merits, including whether plaintiffs were misclassified as independent contractors, instead of employees under her very own Guidelines (Exhibit G to Amended Complaint). This would involve using the discovery process to uncover the truth and let the court decide these issues.

The third option, the one chosen, is the "nuclear option," based on an old English maxim, "The King Can Do No Wrong," translated into our law as "sovereign immunity," meaning that one cannot sue the state unless the state consents to it being sued. While such a concept can be understood in its English historical setting, it has no place in the Commonwealth of Massachusetts in the 21st century, at least insofar as it applies to the right of people who perform services for the Commonwealth to be paid for services

[1] Lawyers are taught, if not in law school, then in practice, that they are problem-solvers and need to look at problems with an eye to resolving them, not letting them fester. A dismissal of this case on grounds of sovereign immunity may result in the case disappearing, but certainly the conditions that led to it will linger on and worsen over time. In fact, the filing of this case was the only option left to Plaintiffs after court officials refused to talk to them. When judges can no longer get interpreters when they need them, perhaps then someone will listen. This Court should use its persuasive powers to invite discussion, and denying the Motion to Dismiss, using its power to achieve that goal.

rendered. The only countries where sovereign immunity is really an actual reality today are those such as North Korea where rulers have all the power and their countrymen have none. Plaintiffs request that this Court abrogate sovereign immunity, regarding the claims made in this case against the Commonwealth, as it is an outmoded concept. It is not supported by our legal tradition in Massachusetts, nor is it in keeping with the rule of law. The language of G.L. c. 149, §148, as described in the cases cited by the Attorney General, Jergensen v. Massachusetts Historical Commission, 2015 WL 3422114 (Mass. Super. Court, May 14, 2015) and Roache v. Commonweath of Massachusetts, Docket No. 13-CV-4555-B, (Mass. Super. Court, January 15, 2015) does not address or resolve the issue of abrogation of sovereign immunity.

Plaintiffs are not going to insult the intelligence of this Court by trying to compare themselves to persons performing work for a penal or charitable organization, or workmen, laborers, or mechanics as defined by those cases. However, as will be demonstrated, infra, at 10, the limitation placed by G.L. c. 149, §148 refers to ***when*** an employee must be paid, not ***whether*** the Commonwealth must pay an employee for services rendered, cases decided otherwise not withstanding. Moreover, in those cases cited by the Attorney General, the issue of abrogation of the defense of sovereign immunity is not discussed – nor presumably raised -- as it will be here. Plaintiffs are, in fact, highly-skilled and trained professionals, and their work is integral to the successful administration of justice in our court system.

B. Procedural

The original complaint was filed in the Supreme Judicial Court ("SJC") on October 16, 2015 pursuant to the provisions of G.L. c. 211, §3. The reasons to have the

SJC hear these claims was stated as follows:

> Defendants' failures to provide properly certified and/or screened interpreters to the courts as and when needed, and interpreters are available, have led to judges having to grant continuances, inconveniencing parties, witnesses and others, and thereby resulting in the delay of the timely and efficient administration of justice. Such deficiencies in providing timely Interpretive services cause LEP (limited English proficient) Persons to lose their right to receive prompt justice in our Commonwealth's courts.

Original Complaint, ¶24.

If the Attorney General had intended to use the nuclear option, she could have used it more properly while the case was before the SJC, and that Court could have faced it head-on and made a proper ruling. If the decision was in her favor, the case would be forever over. Instead, the Attorney General, after seeking and receiving more time from Plaintiffs' counsel to file a responsive pleading, moved to transfer the case to the Superior Court on January 29, 2016. Over Plaintiffs' opposition, the Single Justice allowed this motion on February 26, 2016 and the case was docketed in this Court on March 7, 2016. Plaintiffs filed their Amended Complaint on March 25, 2016 and the Attorney General, after asking for still more time, selected her option on May 5, 2016. Why is it only now, in mid-May, seven months after this case was originally filed in the SJC, that sovereign immunity is invoked to end this case? Furthermore, how is it equitable to prevent non-union workers from dialoguing with their employer in the only forum available to them? (These workers are not allowed to unionize.) This case will eventually return to the SJC, meaning that considerable court time and resources will have been used up unnecessarily.

C. Facts

Plaintiffs and the Attorney General agree on one point; all of plaintiffs' factual allegations in the Amended Complaint must be accepted as true in considering the Motion to Dismiss. Ginther v. Commissioner of Insurance, 427 Mass. 319 (1998).[2] By way of summary, and more completely detailed in the Amended Complaint, and attached exhibits, those facts are:

*The trial court has serious issues regarding diminished linguistic services that *per diem* court interpreters have been trying for years to discuss and resolve;

*The number of LEP persons needing the assistance of certified or screened court interpreters has been increasing for the last 50 years;

*There is no way that the current level of 27 staff court interpreters can adequately meet the needs of the courts because of the number of LEPs to be served and the different languages required;

*LEP defendants and litigants' needs have often been ignored or given subpar telephone or untrained agency interpreter alternatives;

**Per diem* court interpreters' compensation has been reduced, while their work-load has been increased;

**Per diem* court interpreters never stopped providing services, even when the Trial Court denied them payment for services rendered;

*Reimbursement for *per diem* interpreters' travel expenses and travel time has also been reduced;

**Per diem* court interpreters perform exactly the same functions as salaried staff court interpreters, work in the same courts and adhere to the same requirements as paid staff court interpreters but are not provided pay, benefits or the same travel expenses as staff court interpreters;

**Per diem* interpreter sought assistance previously from the Attorney General to collect duly-owed (and not paid) payment for work done,

*Since filing the Complaint, *per diem* court interpreters have been retaliated against. A decision was made not to renew their identification badges, required

[2] Otherwise stated, had the defense of sovereign immunity not been invoked and had Plaintiffs proven the facts alleged in the Amended Complaint, could this Court grant any relief?

by the Trial Court's Standards and Procedures ("S & P"), Section 4.05 (j). This was done to lessen the perception that they were some sort of regular employee. They were further retaliated against in the reduction in their court assignments and also in their being over-assigned to multiple courts in a single day.

D. Power to Abrogate Sovereign Immunity

This Court has the power to abrogate sovereign immunity. The leading case discussing the authority of the judiciary to abrogate sovereign immunity in appropriate cases is Morash and Sons, Inc. v. Commonwealth of Massachusetts, 363 Mass. 612 (1973). The underlying facts of that case were as follows: the Commonwealth owned land adjacent to Morash's home and warehouse, and used that land to store large quantities of road salt. Morash claimed that the Commonwealth was liable for allowing the salt piles it kept on its property to seep into the ground water, rendering any water used by Morash to be "unfit for bathing, washing dishes or clothes, and because of the corrosive effect of the salt solution, the pipes, fittings and fixtures [were] ruined." 363 Mass. at 613-14. Therefore, Morash argued, "the Commonwealth's use of its land constitutes a private nuisance." Id. at 614. Like in this case, the Commonwealth invoked the doctrine of sovereign immunity to escape liability.

The Court disagreed, stating that, since sovereign immunity is a judicially-created Common Law concept, the notion, taken from other cases, that only the Legislature can create the necessary consent of the Commonwealth so that it might be sued should not be given much weight. The Court reasoned that since municipalities were subject to suit for private nuisances, "there is no logical reason why the Commonwealth should not be similarly liable." Id. at 616 (citations omitted). "This liability attaches even where the nuisance arises out of the performance by the municipality of a governmental duty." Id. (citations omitted). The Court described the origin and limited value of the concept of

sovereign immunity in the following way:

> The doctrine of sovereign immunity upon which the Commonwealth relies was ...court made. It appears in early Massachusetts cases (citations omitted) but its true origin lies much earlier in the prerogatives of the monarchy as expressed in the English common law. It has been expressed in the words, 'The king can do no wrong,' and is said to be justified because of '(t)he inherent nature of sovereignty.' (citations omitted). Scholarly treatises have suggested that the doctrine is an anachronism in American law, but despite its tautological justification, the doctrine continues to enjoy current vitality. (citations omitted).

Id. at 618.

The Court then mentioned several jurisdictions that have abolished sovereign immunity and stated, "[A]ll other jurisdictions have eroded the immunity by both statutory exceptions and judge made exceptions." Then it stated:

> We are not reluctant to extend the specific doctrinal exception here from the municipality to the Commonwealth, since there is no logical reason why we should not do so. On the contrary, the appeal to justice which created the exception in the one instance supports its application in the other. We disagree with the Commonwealth's argument that it cannot be sued without legislative consent. Since governmental immunity is a judicially created concept, it can be discarded by the courts and we do so now to the limited extent of holding that the Commonwealth is not immune from liability if it creates or maintains a private nuisance which causes injury to the real property of another.

Id. at 619.

Morash is still part of valid case law and has not been overruled by the SJC. In fact, later cases affirmed the court's power to abrogate sovereign immunity in appropriate cases. Several cases have held, despite the failure of the statutes involved to address abrogating sovereign immunity, it is abrogated when necessary to effectuate the purposes of the statutes, as shown in two cases cited by the Attorney General and other cases not cited by her.

In DeRoche v. Massachusetts Commission Against Discrimination, 447 Mass. 1 (2006), the plaintiff, a former municipal gas and light department employee, brought claims for retaliation and prevailed. Though the issue of interest imposed on a public employer was not a specific part of the statutory scheme, the Court held that it could be imposed by "necessary implication from the statute. DeRoche, supra at 13.

In Todino v. Town of Wellfleet, 448 Mass. 234 (2007), an injured police officer was denied pre- and post-judgment interest on a pay claim by the Superior Court on the grounds that the statute providing for the pay did not specify that interest could be awarded, but the SJC upheld the Appeals Court decision to award interest. Governmental liability for the interest was necessarily implied from the overall purpose of the statute. Citing language from DeRoche, "Sovereign immunity prohibits liability against the "Commonwealth [and] ... its instrumentalities ... 'except with [the Commonwealth's] consent, and, when that consent is granted ... only in the manner and to the extent expressed ... [by] Statute,' " Todino, supra at 238, the Court added. "But even a strict interpretation must be reasonable." Id. Citing DeRoche again, supra at 12-13, the Court continued:

> If sovereign immunity is not waived expressly by statute, see Bain v. Springfield, 424 Mass. 758, 763, 678 N.E.2d 155 (1997) , we consider whether governmental liability is necessary to effectuate the legislative purpose. Bates v. Director of Office of Campaign & Political Fin., 436 Mass. 144, 173–174, 763 N.E.2d 6 (2002) . Where, as here, the Legislature provides expressly that payments shall be made by a municipality or district, waiver of sovereign immunity as to those elements is obvious. Otherwise, the statute would be ineffective, and "[w]e will not impute [to the Legislature] ... an 'intention to pass an ineffective statute.' " Id., quoting Boston Elevated Ry. Co. v.Commonwealth, 310 Mass. 528, 548, 39 N.E.2d 87 (1942).

Todino, supra, at 238. The Court went on to imply that interest could be awarded where payments were delayed.

Both DeRoche, supra, and Todino, supra, were cited by the Attorney General for the proposition that the Commonwealth has to give a specific waiver of sovereign immunity to permit a suit by private persons to go forward, but, as both of those cases show, the proposition is not that simple. The fact that this is not a simple matter is also clear in a case the Attorney General did not cite, Bain v. Springfield, 424 Mass. 758 (1997), where the issue is whether punitive damages could be awarded under G.L. c. 151B. The city said it was immune from this award under the doctrine of sovereign immunity, but the Court ruled otherwise:

> This court confronted the common law doctrine of sovereign immunity most directly in Whitney v. Worcester, 373 Mass. 208, 366 N.E.2d 1210 (1977) . Reviewing the long history of the doctrine in our courts, the maze of exceptions and qualifications to it, its capacity to work injustice, and its increasingly anachronistic status in view of judicial and legislative reactions in other States, we announced that, if the Legislature did not act definitively to address the issue by the end of the next legislative session we would abrogate the *763 doctrine ourselves, leaving it to the Legislature then to reinstate it in those circumstances in which it thought it properly applied. In 1978, the Legislature responded by passing the Massachusetts Tort Claims Act, G.L. c. 258. Since that time we have stated that immunity is still in effect unless consent to suit has been "expressed by the terms of a statute, or appears by necessary implication from them." C & M Constr. Co. v. Commonwealth, 396 Mass. 390, 392, 486 N.E. 2d 54 (1985) . There is no doubt that the antidiscrimination statute, G.L. c. 151B, the statute on which the city's liability depends, waives the sovereign immunity of the "Commonwealth and all political subdivisions ... thereof" by including them in the statutory definition of persons and employers subject to the statute. G.L. c. 151B, § 1(1) and (5). Moreover, the statute specifically provides for the award of "actual and punitive damages." G.L. c. 151B, § 9 . The natural and ordinary reading of these provisions is that the Commonwealth and its subdivisions are liable for punitive damages on the same basis as other "persons" and "employers." Indeed, it is hard to imagine how else the Legislature should have written this rather complex and lengthy statute to include among its intended effects the result of subjecting the Commonwealth to punitive as well as actual damages.

Id. at 762-63.

E. The Wage Act Applies to State Employees and Others Rendering Services to The Commonwealth

The Attorney General cites Jergensen, supra, for the proposition that G.L. c. 148 (the Wage Act) only applies to employees who are considered workmen, laborers or mechanics and are employed in penal or charitable institutions. The logic of such argument is that these are the only persons the Commonwealth is obliged to pay for work done under this statute. What follows from this logic is that the Commonwealth is not obliged to pay any other person, employee or independent contractor for services rendered to the Commonwealth. This is an absurd reading of the statute. A proper reading of the statute is that all persons who work must be paid by their employer. (It is late in the day to claim that the Commonwealth is not an employer as within the timeframes defined by §148). So, the Court must ask why are workmen, laborers or mechanics singled out, presumably for coverage, when there is silence as to any other employee. For that, the Court should refer to G.L. c. 149, §32, regarding the scope of words "laborers, workmen, and mechanics." That section states:

> In construing sections thirty, thirty-one, thirty-three and thirty-four the words "laborers, workmen and mechanics" shall be deemed to include engineers and also janitors, custodians and other employees doing similar work in schools or other public buildings under the jurisdiction of any department, commission or board of the commonwealth or of any county, city or town... .

Section 31 refers to the eight-hour day, section 33 refers to making up time if Saturday is a half-holiday, and section 34 refers hours and weeks worked under public contracts. None of these sections implies that either they or other categories of persons working for private or public entities need not be paid by the employer, if the employer happens to be a public employer. Therefore, if the Common Law defense of sovereign

immunity applies, then the Commonwealth need not pay such workmen, laborers or mechanics or those who work in a penal or charitable institution, because their specific mention in G.L. c. 149, §148 only refers to the time for payment, not whether they will be paid. Sovereign immunity does not protect them any more than it protects anyone else who claims wages from their work for the state – a proposition that should have no force in 2016. Each of the sections referred to implies that the employee **will be** paid for services rendered, though not necessarily in the same time frame outlined in the beginning paragraph of §148. A purpose of the Wage Act is to prevent employers from unreasonably detaining wages rightfully earned by employees. Newton v. Commissioner of Department of Youth Services, 62 Mass. App. Ct 343, 345 (2002). Much of the language in §148 refers to employees who are earning at an hourly rate for a forty-hour workweek. In fact, Newton involved a claim for unpaid wages against the Department of Youth Services, an entity of the Commonwealth. There was a collective bargaining agreement ? that the plaintiffs ignored. But the court said:

> In this case, we agree with the plaintiffs that the right to timely payment of wages is a distinct, independent statutory right that can be enforced judicially even though the subject matter of overtime, call-back, and stand-by pay is incorporated in the plaintiffs' collective agreement.

Id. at 346.

However, this also applies to salaried employees who may be paid on a different basis, including judges and attorneys working for the Attorney General. This section requires payment of "any wages already earned and due" within six days of termination of the pay period in which such wages were earned. Where the broad language of the Wage Act clearly includes "any" wages, the use of the term "wages," or remuneration,

would commonly include payments for particular services exceeding a base salary, services for which a bonus is due, earned severance pay, or relocation money for inconvenience caused.

Just as the above description referred to timeliness of payment, further language in this section specifically excludes certain employees from coverage:

> This section shall not apply to an employee of a hospital which is supported in part by contributions from the commonwealth or from any city or town, nor to an employee of an incorporated hospital which provides treatment to patients free of charge, or which is conducted as a public charity, unless such employee requests such hospital to pay him weekly. This section shall not apply to an employee of a co-operative association if he is a shareholder therein, unless he requests such association to pay him weekly, nor to casual employees as hereinbefore defined by the commonwealth or by any county, city or town.

After providing liability for the president and treasurer of corporations and any officers having management authority, the statute specifically provides:

> Every public officer whose duty it is to pay money, approve, audit or verify pay rolls, or perform any other official act relative to payment of any public employees, shall be deemed to be an employer of such employee, and shall be responsible under this section for any failure to perform his official duty relative to the payment of their wages or salaries, unless he is prevented from the performing the same through no fault on his part.

There is no language specifying that the Trial Court is not an employer and that the timely payment of wages does not apply to court interpreters. It would be the height of hypocrisy to argue that staff court interpreters must be paid, i.e. there is no sovereign immunity, because they are in a union and the union has a contract with the Trial Court, but that *per diem* court interpreters, who put in the same time and are governed by the same standards as staff court interpreters, need not be paid, regardless of whether they

claim they were misclassified as independent contractors.

Likewise, if employees of the Commonwealth are entitled to be paid for services rendered without sovereign immunity barring payment, then those who performed the work of employees, but who were misclassified under G.L. c. 149, §148B should be able to claim that they have a right to claim that they were incorrectly classified as independent contractors.

F. Contract Claim

Though all of Plaintiffs' factual claims must be taken as true for the purpose of deciding a Motion to Dismiss, the Attorney General claims that Plaintiffs have not stated sufficient facts to claim the S & P constitutes a contract, although they have alleged a breach of contract. All *per diem* court interpreters must sign a document indicating that they will abide by the terms of the S & P before they are permitted to work in any court for OCIS. An example of such a signed document is attached hereto as Exhibit A. They make no claim to void the contract with an argument that the contract is one of adhesion or in some other way unenforceable. To the contrary, it is an agreement they signed, and to which they are bound; what they are claiming is that OCIS is likewise bound by this agreement – thus it is a contract. Throughout the Amended Complaint, Plaintiffs alleged issues of pay, pay timeliness, travel time and travel reimbursement and other matters contained in specific provisions of the S & P that OCIS violated. Plaintiffs have sworn affidavits detailing the violations as pertains to each. Since Plaintiffs have brought this case as a class action, this Court must presume that their claims are typical of the class they represent.

In addition, in Plaintiffs' Retaliation claims, Plaintiffs referred to section 4.05 (j)

of the S & P that requires them to wear identification badges and alleged that, since the filing of the Complaint, OCIS has informed them that they will no longer be able to renew their identification badges, though the S & P requires otherwise. The Commonwealth has no justifiable reason[3] for not permitting *per diem* court interpreters to have identification badges; plaintiffs alleged with sufficient facts, and will prove, that the taking away of identification badges was in retaliation for filing their complaint. Under all rules of pleading, the Amended Complaint has more than sufficient facts, which all must be admitted as true, in order to rule on the Attorney General's Motion to Dismiss.

It is apparent that the Attorney General confuses two Plaintiffs claims: 1) that they were misclassified and should have been deemed to be employees and should be treated no differently than are staff court interpreters, and 2) that, although OCIS deemed them to be *per diem* independent contractors, and required them to agree to OCIS's terms and conditions of employment – a contract – OCIS violated the very agreement Plaintiffs signed in order to work as court interpreters. (Contrary to the Attorney General's allegation that Plaintiffs have not specified sufficiently the provisions of the S & P that have been violated, in addition to section 4.05 (j), see paragraphs 39 – 42, 47 – 49, and 52 – 53.)

Regarding Plaintiffs' claim of Retaliation concerning the non-renewal of identification badges, the Attorney General fails to point out that many, if not most, courts do not have security offices at which Plaintiffs could obtain such good-for-a-day identification badges and that they would have to stand in line with the public to get such identification badges and perhaps then arrive late for the court hearing they were

[3] The Assistant Attorney General claimed that the identification badges are not being renewed for "security" reasons but cannot cite one instance where a *per diem* court interpreter abused the privilege – It cannot, because there are no such instances.

scheduled to interpret. In addition to their Retaliation claim, being issued identification badges that allow them into the court house, as staff court interpreters are allowed, constitutes a breach of the S & P – a contract claim. It is to beg the question for the Attorney General to claim that the courts would not have to comply with the identification badge requirement if none were issued. The S & P, as a whole, constitutes the work agreement, i.e. a contract, with *per diem* court interpreters. In a contract, when there is a failure of one party to comply after the failure to comply has been substantiated, the issue becomes that of what relief, if any, is appropriate from the violation.

F. Unjust Enrichment/Quantum Meruit

As the court reads the Amended Complaint, it is clear that Plaintiffs are claiming that they performed services for which they were not compensated. Plaintiffs' Affidavits claim that they did not receive the compensation to which they were entitled. This means that they rendered services to the Commonwealth without pay. The courts, parties, witnesses, and attorneys benefited from their service and they were not paid as was required under state and federal law and the contract (S & P).

G. Conclusion

The direct and proximate result from any granting of the Attorney General's Motion to Dismiss is to broadcast loudly and clearly throughout the Commonwealth that all state employees and all others, i.e. independent contractors, rendering their time and service to the Commonwealth, are now on notice that, if the state fails to pay them for their time and service, they are without any remedy in the courts of the Commonwealth, unless they fall into that narrow category of workmen, laborers, and mechanics who work for penal or charitable organizations, as the Attorney General incorrectly and

convolutingly argues. The Attorney General confuses timeliness of the payment of wages with the obligation to pay for services rendered. Over 40 years ago, the SJC found that the courts *did* have the power to, and *did* abrogate sovereign immunity for unintentional damage to an abutter's property, so that the abutter could seek damages, Morash, supra. Following this and other precedents, the claim of persons who have been denied wages for services rendered when the state deemed them to be independent contractors, and the failure to properly classify them, as per state law, and the Attorney General's own Guidelines, is valid and should be heard. They have no other avenue to address the administrators of the system they serve. The antiquated and anti-democratic principle of sovereign immunity should not be used to deny them their day in court. As professionals rendering important services to the Commonwealth, they are entitled to the same respect that courts give to all others serving the judicial system.

Respectfully submitted,
MASSACHUSETTS ASSOCIATION OF COURT INTERPRETERS, INC., MOUSSA ABBOUD, SOLEDAD GOMES DEBARROS, ANNAHIT FLANNIGAN, NORMA V. ROSEN-MANN, and MICHAEL R. LENZ, individually, and on behalf of all others similarly situated,

PLAINTIFFS

BY: _____

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May 24, 2016

CERTIFICATE OF SERVICE

I, Alan Jay Rom, attorney for Plaintiffs, hereby certify that on 24 May 2016, I served defendants pursuant to the provisions of Rule 9A (2) of the Rules of the Superior Court, with Plaintiffs' Opposition to Defendants' Motion to Dismiss by mailing two copies, first class, postage prepaid, to Janna J. Hansen, Esq. and to Nicholas W. Rose, Esq., Assistant Attorneys General, Government Bureau/Trial Division, Office of the Attorney General, One Ashburton Place, Boston, Massachsuetts 02108.

Alan Jay Rom

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

Administrative Office of the Trial Court
Office of Court Interpreter Services

Two Center Plaza
Boston, Massachusetts 02108

(T) 617.878.0343 (F) 617.367.9293

I have reviewed the *Standards and Procedures* of the Office of Court Interpreter Services (OCIS), including Section 4, *The Code of Professional Conduct for Court Interpreters of the Trial Court*.

I agree to abide by and uphold the *Standards and Procedures* in their entirety and to be bound by the *Code of Professional Conduct for Court Interpreters of the Trial Court* when providing interpretation services in any proceeding before any Trial Court of the Commonwealth, before any attorney in connection with any matter that is brought before a court, or in any other activity ordered by a court or conducted under the supervision of a court.

I agree to interpret truthfully and impartially, using my best skills and judgment, in accordance with the standards prescribed by law and the ethics of the interpreter profession.

Mariela Ames

Interpreter's Name (print)

Interpreter's Signature

1.24.10

Date

A copy of this statement shall be filed with the Office of Court Interpreter Services (OCIS), pursuant to Section 4.02 of the *Code of Professional Conduct/OCIS Standards and Procedures*.