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7 July 2023

Clerk, Civil Business
Superior Court
Three Pemberton Square, 12th Floor
Boston, MA 02108

Re: Massachusetts Association of Court Interpreters, et al. v. Executive Office of
the Trial Court
Civil Action No. SUCV-2016-00969

Dear Madam/Sir,

Enclosed for filing please find the following documents:

1. Plaintiffs' Uncontested Motion for Entry of Order;
2. Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Entry of Proposed Class Settlement Preliminary Approval Order;
3. Unopposed Motion for Appointment as Class Counsel;
4. Exhibit A: Stipulation and Settlement Agreement;
5. Exhibit B: [Proposed] Class Settlement Preliminary Approval Order; and
6. Exhibit C: Information Regarding Class Action Settlement.

Thanking you in advance for your attention to this matter, I remain

Sincerely,



Alan Jay Rom

cc: Katherine B. Dirks, Esq.
Nathaniel J. Hyman, Esq.
(electronic and regular mail)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. 2016-00969

_____)
MASSACHUSETTS ASSOCIATION OF COURT)
INTERPRETERS, INC., MOUSSA ABBOD,)
SOLEDADE GOMES DEBARROS, ANAHIT)
FLANAGAN, NORMA V. ROSEN-MANN, and)
MICHAEL R. LENZ, individually, and on behalf)
of other persons similarly situated,)
)
Plaintiffs,)
)
v.)
)
EXECUTIVE OFFICE OF THE TRIAL COURT,)
)
Defendant.)
_____)

PLAINTIFFS' UNCONTESTED MOTION FOR ENTRY OF ORDER

Plaintiffs Massachusetts Association of Court Interpreters, Inc. (MACI), Moussa Abboud, Soledad Gomes Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz, individually and on behalf of other persons similarly situated (the "Plaintiffs") hereby respectfully move that this Court, pursuant to Mass. R. Civ. P. 23, enter Plaintiffs' unopposed Class Settlement Preliminary Approval Order, submitted alongside this motion as Exhibit A, which provides for:

1. Certification of the Settlement Class;
2. Preliminary approval by the Court of the proposed Settlement Agreement between Plaintiffs and the Trial Court, attached to this motion as Exhibit B;
3. Approval of the proposed form and manner of notice to the settlement class, a proposed draft of which is attached hereto as Exhibit C;

4. The establishment of a proposed schedule leading up to and including the Fairness Hearing.

This motion is supported by an accompanying memorandum of law, the declaration of Alan Jay Rom, the exhibits to those documents, and such other evidence and argument as this Court may consider.

WHEREFORE, the Plaintiffs respectfully request that this Court enter the Plaintiffs' unopposed proposed Class Settlement Preliminary Approval Order, attached hereto as Exhibit A.

Respectfully submitted,

MASSACHUSETTS ASSOCIATION OF COURT
INTERPRETERS, INC. (MACI), MOUSSA ABBOD, SOLEDADE GOMES DEBARROS, ANAHIT FLANAGAN, NORMA V. MANN, and MICHAEL R. LENZ, Plaintiffs

By Their Attorney


Alan Jay Rom BBO# 425960

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Dated: July 7, 2023

CERTIFICATE OF SERVICE

I, Alan Jay Rom, hereby certify that a copy of the a copy of the foregoing document was served on Defendant by sending an electronic copy to Assistant Attorneys General Katherine B. Dirks, Esq. at Katherine.Dirks@state.ma.us, Nathaniel J. Hyman, Esq., at Nathaniel.j.hyman@mass.gov, and by first class mail and sent to Office of the Attorney General, Government Bureau/Trial Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, this 7th day of June, 2023.



Alan Jay Rom

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. 2016-00969

MASSACHUSETTS ASSOCIATION OF COURT)
 INTERPRETERS, INC., MOUSSA ABBOD,)
 SOLEDADE GOMES DEBARROS, ANAHIT)
 FLANAGAN, NORMA V. ROSEN-MANN, and)
 MICHAEL R. LENZ, individually, and on behalf)
 of other persons similarly situated,)
)
 Plaintiffs,)
)
 v.)
)
 EXECUTIVE OFFICE OF THE TRIAL COURT,)
)
 Defendant.)

PLAINTIFFS’ MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR ENTRY OF PROPOSED CLASS SETTLEMENT PRELIMINARY APPROVAL ORDER

Pursuant to Mass. R. Civ. P. 23, plaintiffs Massachusetts Association of Court Interpreters, Inc. (MACI) Moussa Abboud, Soledad Gomes Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz, individually and on behalf of other persons similarly situated (the “Plaintiffs”) submit this memorandum of law in support of their motion for entry of Plaintiffs’ proposed Class Settlement Preliminary Approval Order. As described at length below, following years of extensive negotiation, Plaintiffs have reached an agreement with the Trial Court that provides significant benefits for all members of the settling class. For the reasons set forth herein, Plaintiffs respectfully submit that good cause exists for entry of the proposed Class Settlement Preliminary Approval Order and for certification of the proposed settlement class, with notice of

the proposed settlement on the terms described in the proposed Class Settlement Preliminary Approval Order.

INTRODUCTION

After more than seven years of hard-fought litigation, which involved hotly contested dispositive motions, extensive discovery, depositions, and expert analysis, Plaintiffs have achieved a significant settlement with the Trial Court that provides finality and clarity regarding the circumstances of *per diem* court interpreter work with the Trial Court. Accordingly, Plaintiffs respectfully request that the Court enter an order substantially in the form of the proposed Preliminary Approval Order: (1) certifying a settlement class; (2) granting preliminary approval of the proposed Settlement Agreement; (3) approving of the form and manner of notice to the settlement class; and (4) scheduling a fairness hearing.¹

In sum, the provisions of the requested Class Settlement Preliminary Approval Order will set in motion the steps necessary to obtain final approval of the proposed Settlement Agreement as required by Mass. R. Civ. P. 23. At this time, the Court need only determine that the proposed Settlement Agreement is sufficiently fair, reasonable, and adequate to support the conclusion that “the court will likely be able to” approve the Settlement Agreement and certify a class for settlement purposes such that notice to the members of the proposed settlement class is warranted. Plaintiffs submit that the proposed Settlement Agreement satisfies the applicable standards, and respectfully request that the Court enter the proposed Class Settlement Preliminary Approval Order.

BACKGROUND

¹ Counsel for the Plaintiffs has separately submitted a motion for appointment of class counsel, which Plaintiffs request be considered in conjunction with the instant motion.

Plaintiffs are all *per diem* court interpreters providing court interpreting services throughout the Massachusetts Trial Court system. Plaintiffs initially filed suit in this Court in 2016, *see* Docket No. 2, seeking clarity on the terms and conditions of their relationship with the Trial Court.² In particular, Plaintiffs brought this suit seeking clarity regarding the Trial Court’s policies and procedures relating to compensation, assignments, and priority of assignments. The parties to this suit have engaged in significant dispositive and non-dispositive motion practice, finally agreeing to the terms articulated in the parties’ proposed Settlement Agreement mere weeks before the above-captioned matter was scheduled to go to trial in May 2023.

THE PROPOSED SETTLEMENT CLASS

The definition of the proposed Settlement Class is “individuals who worked as per diem court interpreters for the Massachusetts Trial Court from October 15, 2012 to the end of the effective period of the Settlement Agreement.” *See* Motion for Entry of Order, Ex. B (proposed Settlement Agreement, § 8.1).³

ARGUMENT

I. The Settlement Class Should Be Certified.

Plaintiffs respectfully submit that the settlement class should be certified, because the proposed settlement class satisfies the requirements of Rule 23 and is unopposed by the Trial Court for purposes of the proposed Settlement Agreement. Rule 23(c) of the Massachusetts Rules of Civil Procedure mandates that “[a] class action shall not be dismissed or compromised without the approval of the court. The Court may require notice of such proposed dismissal or compromise to

² This case was initially filed in the Supreme Judicial Court on 15 October 2015, SJ-2015-422, but transferred to the Superior Court on 26 February 2016.

³ The effective period of the proposed Settlement Agreement lasts from the date on which the Settlement Agreement is ordered by the Court until eight years after such date. *See* Mot. Exh. B, § 12.4.

be given in such manner as the court directs.” Mass. R. Civ. P. 23(c). When considering whether to grant final approval of a proposed class action settlement, the Court must consider the parties’ proposal to determine whether it is “fair, reasonable and adequate.” *See Sniffin v. Prudential Ins. Co. of America*, 395 Mass. 415, 421 (1985). Preliminary approval and authorization of notice to class members similarly requires that a Court not be “convinced that the settlement will never obtain final approval because it is unfair, unreasonable, or inadequate.” *See Juliard v. Stanley Servs., Inc.*, 35 Mass.L.Rptr. 516, 2019 WL 2235874, at *1 (Apr. 9, 2019). Federal courts have recognized a presumption of fairness that attaches to a proposed settlement agreement where “the court finds that: (1) the negotiations occurred at arm’s length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *See In re Lupron Marketing Sales Practice Litig.*, 345 F.Supp.2d 135, 137 (D. Mass. 2004) (citing *In re Gen. Motors Corp. Pick-Up Trucks Prods. Liab. Litig.*, 55 F.3d 768, 785 (3d. Cir. 1995)). Because the Settlement Class in the parties’ proposed Settlement Class satisfies both Rule 23(a) and 23(b), and because the parties’ proposed Settlement Agreement was negotiated at arms’ length after voluminous discovery by experienced and competent counsel, Plaintiffs respectfully submit that certification is appropriate for purposes of settlement.

a. Rule 23(a) Is Satisfied.

The parties’ proposed settlement class satisfies the requirements of Rule 23(a) of the Massachusetts Rules of Civil Procedure. Certification is appropriate under Rule 23(a) if: “(1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.” *See* Mass. R. Civ. P. 23(a).

i. Numerosity is Satisfied.

Plaintiffs' proposed settlement class satisfies the numerosity requirement of Rule 23(a)(1). Rule 23(a)(1) requires that the class be so numerous that joinder of all members is impracticable. Numerosity is a "low threshold." *Garcia-Rubiera v. Calderon*, 570 F.3d 443, 460 (1st Cir. 2009). "Classes of 40 or more have been found to be sufficiently numerous under Rule 23(a)(1)." *DeRosa v. Massachusetts Bay Commuter Rail Co.*, 694 F. Supp. 2d 87, 98 (D. Mass. 2010). Here, the Plaintiffs' proposed settlement class includes all *per diem* court interpreters who worked with (or may, in the future, work with) the Massachusetts Trial Court from October 15, 2012 to a to-be-determined date likely to fall in 2031 or 2032. The Plaintiffs' proposed settlement class thus includes at minimum hundreds of class members, in clear satisfaction of Rule 23(a)(1)'s numerosity requirement.

ii. Commonality is Satisfied.

The Plaintiffs' proposed settlement class similarly satisfies Rule 23(a)(2)'s commonality requirement. Rule 23(a)(2) requires that "[t]he persons suing as representatives of a class . . . show by the allegations of their bill that all the persons whom they profess to represent have a common interest in the subject-matter of the suit and a right and interest to ask for the same relief against the defendants." *Spear v. H.V. Greene Co.*, 246 Mass. 259, 266 (1923). This essentially requires that the class members share the same injury:

Commonality requires the plaintiff to demonstrate that the class members "have suffered the same injury" This does not mean merely that they have all suffered a violation of the same provision of law. . . . Their claims must depend upon a common contention—for example, the assertion of discriminatory bias on the part of the same supervisor. That common contention, moreover, must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.

Vitali v. Reit Mgmt. & Research, LLC, 33 Mass. L. Rptr. 398, 2016 WL 1425725, at *7 (Mass. Super. Mar. 2, 2016) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). Where a plaintiff brings class claims in an employment- or contract-based context, commonality requires that such claims challenge universal policies applicable to and impacting all plaintiffs; where determination of harm requires a plaintiff-by-plaintiff analysis, commonality does not exist. Compare *Addelson v. Comm. Limousine Serv., Inc.*, No. 2014CV04061, 2018 WL 6728396, at *2 (Mass. Super. Nov. 7, 2018) (no commonality where plaintiff-specific factual analysis required to determine whether harm occurred), with *Escorbor v. Helping Hands Co.*, No. 2015CV02053, 2017 WL 4872657, at *4 (Mass. Super. Sept. 13, 2017) (individualized proof of liability was not required for plaintiffs to prove class claims because they involved a “uniform policy implemented by the defendant”).

Plaintiffs, on behalf of themselves and others similarly situated, have brought this suit with the primary goal of clarifying and codifying their rights as independent contractor *per diem* court interpreters. Such relief seeks to remedy a problem shared by all class members – lack of clarity on the terms and conditions of *per diem* court interpreters’ relationship with the Trial Court. The proposed Settlement Agreement unequivocally remedies this common harm, by providing and clarifying *per diem* court interpreters’ rights in connection with, inter alia, compensable time, hourly rate calculations, assignments, cancellation policies and related pay policies, and involvement with the Committee for the Administration of Interpreters for the Trial Court. See e.g., Mot. Ex. B § 6 (“Settlement Benefits”).

iii. Typicality is Satisfied.

The Plaintiffs’ proposed settlement class also satisfies R. 23(a)(3)’s typicality requirement. “Typicality is established when there is a sufficient relationship between the injury to the named

plaintiff and the conduct affecting the class and the claims of the named plaintiff and those of the class are based on the same legal theory.” *Weld v. Glaxo Wellcome, Inc.*, 434 Mass. 81, 87 (2001) (quotations and citations omitted). In bringing the instant action, Plaintiffs sought clarity on the circumstances of their working relationship with the Trial Court applicable not only to them, but to all *per diem* court interpreters. Plaintiffs’ claims were thus highly typical of the concerns raised by ordinary class members, and the relief received provides common benefit to all members of the class. Plaintiffs are thus typical of the class proposed in the parties’ proposed Settlement Agreement.

iv. Adequacy is Satisfied.

Plaintiffs are also adequate class representatives for the proposed settlement class. To maintain a class action, named plaintiffs must show that they can “fairly and adequately protect the interests of the class.” Mass. R. Civ. P. 23(a)(4). As the Plaintiffs have repeatedly shown in this litigation, they have vigorously and uncompromisingly represented the interests of all class members in seeking additional clarification and codification of *per diem* court interpreter rights. Plaintiffs have also retained competent counsel, engaged in and actively participated in extensive discovery and numerous court hearings, worked closely with and directed the actions of their counsel, and engaged meaningfully with important litigation decisions. Plaintiffs are thus adequate representatives of the proposed settlement class.

b. Rule 23(b) Is Satisfied.

The proposed settlement class also satisfies Rule 23(b)’s predominancy and superiority requirements. Paragraph (b) of Rule 23 provides:

An action may be maintained as a class action if the prerequisites of subdivision (a) are satisfied, and the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual

members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

Mass. R. Civ. P. 23(b). Because the proposed settlement class and proposed settlement agreement focus solely on the terms and conditions of *per diem* court interpreters' working relationships with the Trial Court, rather than individualized damages determinations for each class member, common issues of law and fact clearly predominate over individualized issues. Similarly, class resolution of the proposed settlement class's claims provides a superior mechanism for resolution of this lawsuit, because class-wide relief ensures a consistent and universal set of rules for current and future *per diem* court interpreters' interactions with the Trial Court. For these reasons, the Plaintiffs respectfully submit that the proposed settlement class fulfills the requirements of Rule 23(b).

II. The Proposed Settlement is Sufficiently Fair, Reasonable, and Adequate to Warrant Preliminary Approval and Authorize Notice.

The proposed Settlement Agreement is fair, reasonable, and adequate, and for that reason, the Court should preliminarily approve of the proposed Settlement Agreement and authorize the parties to notify potential class members. "In determining whether the settlement is fair, reasonable, and adequate, a trial judge should consider various factors. The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." *See Sniffin v. Prudential Ins. Co. of America*, 395 Mass. 415, 422 (1985) (citations and quotations omitted). Similarly, federal courts have instructed that an important factor is "whether the interests of the class are better served by the settlement than by further litigation." *See In re Relafen Antitrust Litig.*, 360 F.Supp.2d 166, 194 (D. Mass. 2005) (quoting Manual for Complex Litigation, Fourth, § 13.14 at 309-310)).

Here, the clarity and finality offered by the proposed Settlement Agreement greatly outweighs the relief that the Plaintiffs might have received in the event that their claims went to trial. As a preliminary matter, it is unclear whether Plaintiffs could have received much of the relief the proposed Settlement Agreement provides, because counsel for the Trial Court has indicated, both in argument to this Court and in motions in limine filed before the parties' May 2023 scheduled trial that it planned to argue that such relief was barred by the doctrine of sovereign immunity. And even if such motion practice had been unsuccessful, Plaintiffs might still face the daunting challenge of defending such rulings in further appellate proceedings, delaying resolution of an already long litigation by months or years. Finally, the proposed Settlement Agreement removes the inherent risks associated with bringing a case to trial and ensures significant, ongoing relief for all class members. For those reasons, the Plaintiffs respectfully submit that the proposed Settlement Agreement is fair, reasonable, and adequate, and that the Court should preliminarily approve such proposed Settlement Agreement and authorize the parties to initiate notice to class members.

CONCLUSION

For the reasons stated herein, Plaintiffs respectfully request that the Court enter the proposed Class Settlement Preliminary Approval Order.

Respectfully submitted,

MASSACHUSETTS ASSOCIATION OF COURT
INTERPRETERS, INC., MOUSSA ABOUD,
SOLEDADE GOMES DEBARROS, ANAHIT
FLANAGAN, NORMA V. MANN, and MICHAEL R.
LENZ, Plaintiffs

By Their Attorney,

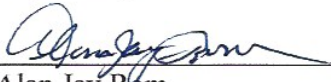


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Dated: July 7, 2023

CERTIFICATE OF SERVICE

I, Alan Jay Rom, hereby certify that a copy of this document was served on Defendant by sending an electronic copy to Assistant Attorneys General Katherine B. Dirks, Esq. at Katherine.Dirks@state.ma.us, Nathaniel J. Hyman, Esq. at Nathaniel.J.Hyman@mass.gov, and by first class mail and sent to Office of the Attorney General, Government Bureau/Trial Division, One Ashburton Place, 18th Floor, Boston, Massachusetts 02108, this 7th day of July 2023.



Alan Jay Rom

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. 2016-00969

_____)
MASSACHUSETTS ASSOCIATION OF COURT)
INTERPRETERS, INC., MOUSSA ABOUD,)
SOLEDAD GOMES DEBARROS, ANAHIT)
FLANAGAN, NORMA V. ROSEN-MANN, and)
MICHAEL R. LENZ, individually, and on behalf)
of other persons similarly situated,)

Plaintiffs,)

v.)

EXECUTIVE OFFICE OF THE TRIAL COURT,)

Defendant.)
_____)

UNOPPOSED MOTION FOR APPOINTMENT AS CLASS COUNSEL

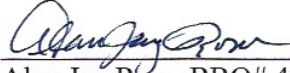
Counsel for Plaintiffs in the above-captioned case, Alan Jay Rom, hereby moves that the Court appoint him as Class Counsel pursuant to Section 8 of the Stipulation and Settlement Agreement, filed herewith. The grounds for this motion are as follows:

1. Alan Jay Rom has been counsel for Plaintiffs since the inception of this case on 15 October 2015.
2. Through his work and the work of counsel for Defendant, the attached Stipulation and Settlement Agreement was reached and is before this Court for approval.
3. The terms of this Stipulation and Settlement Agreement will require Class Counsel to receive objections from members of the class to the Court and to receive complaints about compliance with the terms of the agreement and work with Defendant's counsel to resolve them.

4. As stated in Plaintiffs' Motion for Certification of the Class for purposes of this Stipulation and Settlement Agreement, and accompanying Memorandum of Law, Plaintiffs' counsel is qualified to serve as Class Counsel.
5. Defendant, through counsel, does not oppose the granting of this Motion.

WHEREFORE, Plaintiffs respectfully move that Alan Jay Rom be appointed as Class Counsel.

Respectfully submitted,



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DATED: 7 July 2023

CERTIFICATE OF SERVICE

I, Alan Jay Rom, hereby certify that a copy of the foregoing Motion for Appointment of Class Counsel was served on Defendant electronically by sending a copy to Katherine B. Dirks, Esq. at Katherine.Dirks@state.ma.us, and to Nathaniel J. Hyman, Esq. at Nathaniel.j.hyman@mass.gov. this 7th day of July 2023.



Alan Jay Rom

EXHIBIT A

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. NO. 1684CV00969-A

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.

EXECUTIVE OFFICE OF THE TRIAL
COURT,

Defendant.

STIPULATION AND SETTLEMENT AGREEMENT

1. RECITALS

WHEREAS, on or about October 16, 2015, Plaintiffs Massachusetts Association of Court Interpreters, Inc., Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Michael Lenz and Norma Rosen-Mann (collectively, "Plaintiffs") commenced this putative class action litigation against the Trial Court ("Defendant" or "Trial Court") in the Massachusetts Supreme Judicial Court, No. SJ-2015-422;

WHEREAS, Plaintiffs' action was transferred to Suffolk Superior Court on or about February 26, 2016 and docketed at No. 1684CV00969 ("Action");

WHEREAS, Plaintiffs subsequently filed in this Action an Amended Complaint on or about March 23, 2016; a Substituted Amended Complaint on or about November 28, 2018; and a Second Substituted Amended Complaint on or about March 30, 2022;

WHEREAS, the cause of action in the Second Substituted Amended Complaint for First Amendment retaliation was dismissed on or about August 19, 2022;

WHEREAS, plaintiff MACI was dismissed from the Action on or about February 6, 2023;

WHEREAS, the Plaintiffs and Defendants (collectively, "Parties") are the parties to this agreement and have reached agreement on the resolution of all claims now in litigation and have reduced the agreed upon terms to this Settlement Agreement;

WHEREAS, through their counsel, the Parties have engaged in extensive, good faith, and arm's length negotiations;

WHEREAS, the Parties now desire to settle in a mutually agreeable manner the claims for relief set forth in this Action;

WHEREAS, the Parties have concluded that the Settlement Agreement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation; and

WHEREAS, based upon the Parties' factual investigation and legal evaluation, and taking into account the contested legal and factual issues involved, the Parties have each concluded that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Parties and all Class Members;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Settlement Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of this Action on the following terms and conditions.

2. **DEFINITIONS**

As used in the Settlement Agreement and the related documents attached hereto as exhibits, the following terms shall have the meanings set forth below:

2.1. "Action" shall mean the action filed by Plaintiffs in the Supreme Judicial Court and docketed at No. SJ-2015-422 and that was subsequently transferred to Suffolk Superior Court and docketed at No. 1684CV00969.

2.2. "Class Members" shall mean all persons in the class certified by the Superior Court in this Action.

2.3. "Class Notice" shall mean the notice of the settlement in this Action and the fairness hearing to be set by this Court which is to be sent to Class Members pursuant to the notice procedures set forth below.

2.4. "Class Representatives" shall mean Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Michael Lenz and Norma Rosen-Mann.

2.5. "Compensable Time" shall mean the period running from (a) the time at which the per diem court interpreter is scheduled or assigned to start providing interpreting services, and is available to provide interpreter services, to (b) the time at which the assignment is completed, or was scheduled to be completed but the per diem court interpreter was released from the assignment by OLA, whichever is later.

2.6. "Effective Date" shall mean the date on which this Court issues a Final Approval Order approving the Settlement Agreement.

2.7. "Final Approval Order" shall mean an Order by the Court, after a fairness hearing, approving the Settlement Agreement and dismissing this Action with prejudice.

2.8. "Operative Complaint" shall mean the Second Substituted Amended Complaint filed on or about March 30, 2022 in this Action, as modified by the Superior Court's order on or about August 19, 2022 dismissing the claimed cause of action for First Amendment retaliation.

2.9. "Parties" shall mean the Massachusetts Association of Court Interpreters, Inc., Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Michael Lenz, Norma Rosen-Mann, and the Trial Court.

2.10. "Preliminary Approval Order" shall mean the Order that may be entered by this Court preliminarily approving the Settlement Agreement, scheduling a fairness hearing, and approving a plan for Class Notice.

2.11. "Released Claims" shall mean all claims, both in law and in equity, which Class Members or their successors, legal representatives or assigns now have, own or hold, or at any time hereto ever had, owned or held, arising from the allegations in any complaint filed in this Action.

2.12. "Released Parties" shall mean the Massachusetts Trial Court and any of its departments, divisions, representatives, officers, directors, attorneys, agents, employees, privies, and insurers.

2.13. "Service Award" shall mean remuneration to the Class Representatives for the time, effort, expense, and service that they personally invested in this Action. It shall not mean or signify monetary damages or other compensation for the harm they allegedly suffered as a result of the actions alleged in this Action.

2.14. "Settlement Agreement" shall mean this settlement agreement and its exhibits.

3. JURISDICTION AND VENUE

3.1. Pursuant to M.G.L. c. 212, § 4, this Court has subject matter jurisdiction over this Action.

3.2. Pursuant to M.G.L. c. 223, § 1, venue is proper in Suffolk County.

3.3. Pursuant to M.G.L. c. 223A, § 3, this Court has personal jurisdiction over the Parties in this Action.

4. **MUTUAL FULL COOPERATION**

4.1. The Parties agree to use their best efforts to effectuate and implement all terms and conditions of the Settlement Agreement.

4.2. The Parties further agree that they will cooperate in good faith with each other to effectuate and implement all terms and conditions of the Settlement Agreement.

4.3. The Parties further agree to use their best efforts to resolve informally any differences regarding interpretation of and compliance with the Settlement Agreement prior to bringing such matters to the Court for resolution.

4.4. Prior to filing any motion regarding alleged substantial noncompliance with the Settlement Agreement, the moving Party, through counsel for such Party, will notify the other Parties of the alleged substantial noncompliance with the Settlement Agreement and request a meeting for the purpose of attempting to resolve the dispute. The Parties' counsel shall make good faith efforts to meet within fourteen (14) days of such request. Such meetings may occur telephonically or by video conference. Should the Parties fail to resolve a dispute regarding alleged substantial noncompliance, the Parties shall engage in mediation, shall agree upon the selected mediator and shall evenly split the costs of such mediation between the Plaintiffs and the Defendant. The Parties will make good faith efforts to initiate a mediation request within fourteen (14) days from the date that the Parties are unable to resolve a dispute regarding alleged substantial noncompliance.

4.5. Should the Parties fail to resolve, through mediation, any dispute regarding alleged substantial noncompliance after following the procedures set forth in Paragraph 4.4, the

Parties may file a motion with the Court seeking a judicial resolution of the dispute. If the Court finds that any Party has not complied with the Settlement Agreement, it shall enter an order, but not an order of contempt, that is designed to achieve compliance and provide appropriate relief.

4.6. If a Party contends that another Party has not complied with an order entered by the Court upon a motion filed pursuant to the preceding Paragraph, the Party may, after reasonable notice to the other Party, move for further relief, but not an order of contempt, from the Court to obtain compliance with the Court's prior order.

5. RELEASES

5.1. Upon the Effective Date of the Settlement Agreement, in consideration for the agreements by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Class Representatives and Class Members, on behalf of themselves, their heirs, executors, administrators, predecessors, successors, and assigns, shall hereby release and forever discharge all Released Parties from all Released Claims, and shall forever be barred and enjoined from initiating, continuing, filing, or otherwise prosecuting any Released Claim against any Released Party.

5.2. This Release shall apply whether or not any Class Member actively participated in the negotiation or execution of the Settlement Agreement.

5.3. Every Class Member shall be deemed to have knowingly and voluntarily waived, released, discharged, and dismissed the Released Claims.

5.4. The Parties acknowledge that the covenants and promises made by the Trial Court constitute adequate consideration in exchange for this Release by the Class Representatives and Class Members.

6. SETTLEMENT BENEFITS

6.1. **Acknowledgement Form.** The Office of Language Access - Standards and Procedures Acknowledgement Form, a version of which is attached as Exhibit A, shall be included in the records of the Office of Language Access (“OLA”) and be available to each per diem court interpreter upon request.

6.2. **Compensable Time.**

6.2.1. Compensable Time does not include time worked during lunch or overtime work.

6.2.2. A “half-day” rate shall be paid for a period up to and including four (4) hours of Compensable Time, excluding time worked during lunch.

6.2.3. A “full-day” rate shall be paid for a period of more than four (4) hours and up to seven (7) hours of Compensable Time, excluding time worked during lunch.

6.2.4. Lunch time work and overtime work compensation shall be calculated as detailed in Paragraph 6.3.

6.2.5. The compensation amounts for the half-day rate and full-day rate for per diem court interpreters shall not be governed by this Settlement Agreement.

6.3. **Hourly Rate.**

6.3.1. Interpreting during the lunch break or overtime interpreting shall be calculated based on an hourly rate.

6.3.2. For each per diem classification level, the hourly rate shall be calculated by dividing the per diem court interpreter half-day rate for that classification level by four (4) hours. Where the hourly rate applies, compensation for one half hour shall be calculated by dividing the hourly rate by two.

6.3.3. A per diem court interpreter is considered to have provided interpreting services during the lunch break if services are provided between 1:00 p.m. and 2:00 p.m.

6.3.4. A per diem court interpreter is considered to have performed overtime interpreting services if interpreting services are provided after the completion of a full-day assignment, *i.e.*, after seven (7) hours excluding the lunch hour.

6.3.5. The hourly rate for lunch time interpreting and overtime interpreting shall be paid in thirty (30-) minute increments. If a per diem court interpreter works any period of time less than 30 minutes between 1:00 p.m. and 2:00 p.m. or after seven (7) hours, the per diem court interpreter shall be paid for one half hour. If a per diem court interpreter works for any period of time beyond one half hour (30 minutes) and up to one hour, the per diem court interpreter shall be paid for one (1) hour.

6.4. **Assignments.** OLA strives to make fair and equitable assignments based upon multifarious Court requests; and strives to match the complexity of the court proceeding with the qualifications, expertise, experience, location and availability of per diem court interpreters. When OLA is assigning per diem court interpreters, the Trial Court will assign per diem court interpreters in the following sequence, provided it can do so while meeting such objectives: first to Certified per diem court interpreters, if none are available then; second, to Proficient II per diem court interpreters, if none are available then; third, to Proficient I per diem court interpreters.

6.5. **Assignment Cancellation.** If a per diem court interpreter has accepted a half-day or full-day assignment, and if such per diem court interpreter is notified of the cancellation of such assignment within twenty-four (24) hours of the scheduled start time, then such per diem court interpreter shall be paid as follows: for an assignment that was to occur on a single day,

such per diem court interpreter shall be paid based on the length of the cancelled assignment (*i.e.*, half-day or full-day); for an assignment that was to occur for two or more consecutive days, such per diem court interpreter shall be paid one (1) full-day rate.

6.6. **Interpretation in Two Languages:** If a per diem court interpreter has accepted assignments to interpret in more than one language on the same day, and the per diem court interpreter is informed within 24 hours of the assignment start time that the assignment in the second language is cancelled, the per diem court interpreter shall still be compensated at a rate 25% greater than the standard pay rate for that assignment, provided that the assigned per diem court interpreter remains available to interpret, unless released by OLA, should another assignment arise.

6.7. **Committee Liaison.** The Chief Justice of the Trial Court as Chair of the Committee for the Administration of Interpreters for the Trial Court ("Committee") pursuant to G.L. c. 221C, § 7, in his or her sole discretion, may name a per diem court interpreter to act as a liaison to the Committee. This liaison would not serve on, or otherwise, become a member of the Committee. Solely at the Chief Justice's or the Committee's request the liaison would be allowed to address the Committee regarding matters impacting per diem court interpreters.

6.8. **Ombudsperson.** The Trial Court will discuss the feasibility of creating a voluntary Ombudsperson position. If the position is created and a person is so appointed, then such Ombudsperson would: act as a neutral party; be allowed to provide feedback on Trial Court policies and procedures directly impacting per diem court interpreters; accept confidential written suggestions and information from per diem court interpreters who wish to raise concerns regarding their work as per diem court interpreters; be tasked with facilitating positive change relative to per diem court interpreters at the Trial Court; be permitted to present his or her

recommendations to OLA; and serve at the pleasure of the Chief Justice of the Trial Court. The Trial Court would retain authority to decline recommendations offered by the Ombudsperson, which would not constitute substantial noncompliance with the Settlement Agreement.

7. SERVICE AWARD PAYMENTS, FEES AND COSTS

7.1. Through Class Counsel, each Class Representative shall request a Service Award of \$500.00 for the time, effort, expense, and service that they personally invested in this Action, to which the Trial Court will not object.

7.2. The Trial Court will pay to the Class Representatives all Service Awards, as approved by the Court. Prior to the payment of Service Awards, through Class Counsel, the Class Representatives will provide the Trial Court with their Taxpayer Identification Numbers and executed Form W-9s. The Trial Court shall provide Form 1099s, through Class Counsel, to the Class Representatives for the Service Awards paid.

7.3. Class Representatives shall be solely responsible for each of their respective federal, state, or local tax liabilities and/or consequences of any payments made under this Settlement Agreement.

7.4. Each party shall bear its own costs and fees.

8. MOTIONS FOR CLASS CERTIFICATION AND FOR SETTLEMENT APPROVAL

8.1. Promptly upon execution of the Settlement Agreement by Class Counsel and Counsel for the Trial Court, the Parties shall file a joint or assented-to motion for class certification, which shall define the class as individuals who worked as per diem court interpreters for the Massachusetts Trial court from October 15, 2012 to the end of the effective period of the Settlement Agreement.

8.2. Promptly upon execution of the Settlement Agreement by Class Counsel and Counsel for the Trial Court, the Parties shall move this Court for a Preliminary Approval Order:

8.2.1. granting preliminary approval of the Settlement Agreement;

8.2.2. approving as to form and content the proposed Class Notice;

8.2.3. directing the mailing of the Class Notice by first-class U.S. mail to the Class Members, or publishing the Class Notice in the *Boston Globe* if the mailing addresses of any Class Members is unknown;

8.2.4. setting deadlines for objecting to the Settlement Agreement; and

8.2.5. scheduling a fairness hearing as soon as practicable to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

8.3. Following the Preliminary Approval Order, the Parties shall distribute a Class Notice to the Class Members. The form and content of the Class Notice shall be agreed upon by the Parties and approved by this Court. A proposed Class Notice is attached hereto at Exhibit B.

8.4. Following the Preliminary Approval Order, and no later than fourteen (14) days prior to the date set by the Court for the fairness hearing, Class Counsel shall move this Court for a Final Approval Order:

8.4.1. granting final approval to the Settlement Agreement, and adjudging its terms to be fair, reasonable, and adequate; and

8.4.2. dismissing this Action with prejudice.

9. **OBJECTIONS**

9.1. Any Class Member who objects to the Settlement Agreement must submit their objection in writing, including a detailed description of the basis of the objection(s), by U.S. mail to Class Counsel at Alan Jay Rom; Rom Law, P.C.; P.O. Box 585; Chelmsford, MA 01824.

9.2. Any objection must be postmarked within thirty (30) days of the mailing of the Class Notice, or within such other time period, or pursuant to such other procedures, as may be set by the Court.

9.3. Class Counsel shall compile all timely objections and, within forty-five (45) days of the mailing of the Class Notice, submit those objections to the Court, with copies served on Counsel for the Trial Court.

9.4. Class Members who fail to make objections in the manner specified above shall be deemed to have waived, and shall be foreclosed from making, any objections to the Settlement Agreement.

9.5. Class Members who have not timely filed and served written objections in the manner specified above may not appear at the fairness hearing for the purpose of objecting to the Settlement Agreement.

9.6. Any lawyer who intends to appear for a Class Member for the purpose of making objections must also file a Notice of Appearance with the Court by the objection deadline, with copies served on Class Counsel, and Counsel for the Trial Court.

9.7. Class Members who submit objections may withdraw their objections by notifying Class Counsel in writing.

10. **PARTIES' AUTHORITY**

10.1. The Parties hereby represent that their signatories below are fully authorized to enter into the Settlement Agreement and to bind the Parties and the Class Members to the terms and conditions hereof, subject to this Court's approval.

10.2. The Parties acknowledge that they have been represented by competent, experienced counsel in all negotiations that preceded the execution of the Settlement Agreement and that the Settlement Agreement is made with the consent and advice of counsel who have jointly prepared the Settlement Agreement.

10.3. The Parties acknowledge that they are participating voluntarily and knowingly in the Settlement Agreement in exchange for the consideration described herein and that they were provided with a reasonable period of time within which to consider the Settlement Agreement.

11. MODIFICATION

11.1. The Settlement Agreement and its exhibits and attachments may not be terminated or substantively changed, altered, or modified, except in writing by the Parties, and subject to this Court's approval; provided, however, the Parties may by agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including the exhibits hereto) without notice to or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not unreasonably limit the rights of Class Members under this Settlement Agreement.

12. CONSTRUCTION AND DURATION

12.1. The Settlement Agreement and its exhibits and attachments, subject to this Court's approval, constitute the entire agreement among the Parties concerning the subject matter hereof.

12.2. The Settlement Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party, regardless of who drafted or who was principally responsible for drafting the Settlement Agreement or any specific term or condition thereof. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms or conditions of the Settlement Agreement except as provided in Paragraph 11.

12.3. In the event of any conflict between the Settlement Agreement and any other document or information (other than an order of the Court), the Parties intend that the Settlement Agreement shall be controlling.

12.4. The Settlement Agreement is for a period of eight (8) years from the Effective Date.

13. CONFIDENTIALITY

13.1. Counsel for the Parties shall maintain in confidence all drafts of this Settlement Agreement, as well as all settlement communications and negotiations, other than terms and conditions memorialized herein.

13.2. Nothing in this Agreement shall preclude the Parties or their counsel from posting publicly available information about this Action (including but not limited to the Operative Complaint, Class Notice, and Settlement Agreement) on their websites or other publicly available media sources or making statements consistent with such publicly available information.

14. CHOICE OF LAW AND JURISDICTION

14.1. The Settlement Agreement and the exhibits attached hereto shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the Commonwealth of Massachusetts, and the rights and obligations of the Parties to the Settlement

Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice-of-law principles.

14.2. This Court, and any appellate court from which appeals of this Court's decisions may properly be brought, shall retain jurisdiction of the implementation and enforcement of the terms of the Settlement Agreement, and all Parties and their counsel shall submit to the exclusive jurisdiction of this Court for purposes of implementing and enforcing the Settlement Agreement.

15. COUNTERPARTS

15.1. The Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties and the Class.

16. VOIDING THE SETTLEMENT AGREEMENT AND PRELIMINARY APPROVAL ORDER

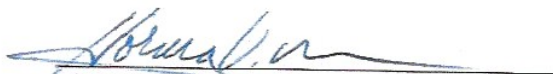
16.1. In the event that either the Settlement Agreement, or any amended version, or the motion for class certification does not obtain this Court's approval for any reason, the Settlement Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties. In that event, the Parties and the Class shall be deemed to have returned to the status quo in this Action as it was immediately prior to the execution of the Settlement Agreement.

17. FAIRNESS HEARING

17.1. A fairness hearing shall be held at a date and time to be set by this Court, at which time the Court will hear argument as to whether the Court should approve the Settlement Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Stipulation and Settlement Agreement as of the date indicated below;

Dated: JUNE 14, 2023


NORMA ROSEN-MANN, in her capacity
as Plaintiff and Class Representative

Dated: 6/9/2023


MOUSSA ABBOUD

Dated: 5/26/2023


SOLEDADE GOMES DEBARROS


Dated: 05-31-2023


ANA HIT FLANAGAN

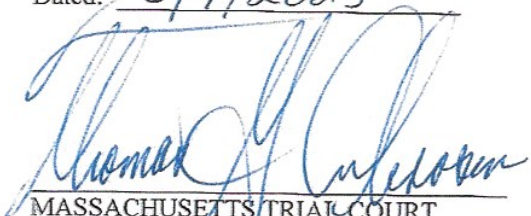
Dated: 05/26/2023


MICHAEL LENZ

Dated: 6/14/2023


MASSACHUSETTS ASSOCIATION OF
COURT INTERPRETERS, INC.
Authorized Representative:
Norma Rosen-Mann, President

Dated: 6/9/2023


MASSACHUSETTS TRIAL COURT
Thomas A. Ambrosino
Court Administrator
Authorized Representative

Dated: 6/30/23

EXHIBIT B

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. 2016-00969

_____)
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.)
)
EXECUTIVE OFFICE OF THE TRIAL COURT,)
)
Defendant.)
_____)

[PROPOSED] CLASS SETTLEMENT PRELIMINARY APPROVAL ORDER

WHEREAS, the Court has considered the proposed Settlement Agreement between plaintiffs Massachusetts Association of Court Interpreters, Inc., Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz (“Plaintiffs”) and defendant the Trial Court, which sets forth the terms and conditions for a proposed settlement of the above-captioned action and the termination and disposition of all causes of action against the Trial Court in this action with prejudice; and

WHEREAS, the Court has considered Plaintiffs’ uncontested motion for entry of this Class Settlement Preliminary Approval Order (1) certifying a settlement class; (2) granting a preliminary approval of the settlement agreement; (3) approving of the proposed form and manner of notice to the settlement class; and (4) establishing a proposed schedule leading up to and including the

Fairness Hearing, the memorandum of law in support of such motion, and related exhibits and papers;

NOW THEREFORE, IT IS HEREBY ORDERED AND DECREED as follows:

1. The Court hereby approves Plaintiffs and the Trial Court entering into the Settlement Agreement. In addition, the Court has considered whether the Settlement Agreement preliminarily satisfies the class action settlement requirements of Rule 23 of the Massachusetts Rules of Civil Procedure. Based on its consideration, the Court hereby also preliminarily approves the Settlement Agreement for class action settlement purposes only, including specifically the proposed Settlement Agreement attached as Exhibit B to Plaintiffs' unopposed motion for entry of an order, as within the range of a fair, reasonable, and adequate settlement within the meaning of Rule 23 and applicable law, and consistent with due process.

2. This Preliminary Approval Order incorporates by reference the definitions in the Settlement Agreement, and all terms herein shall have the same meanings as set forth in the Settlement Agreement.

3. The Court has subject matter and personal jurisdiction over Plaintiffs, all members of the Settlement Class as provisionally certified below, and the Trial Court.

4. Based on and pursuant to the class action criteria of Rule 23(a) and 23(b), the Court preliminarily finds that the requirements of Rule 23(a) and 23(b) have been met and therefore provisionally certifies, for Settlement purposes only, the following Class:

Individuals who worked as per diem court interpreters for the Massachusetts Trial Court from October 15, 2012 to the end of the effective period of the Settlement Agreement.

5. In the event of termination of the Settlement Agreement as provided therein, certification of the Settlement Class shall automatically be vacated and Defendants may fully contest certification of any Class as if no Settlement Class had been certified.

6. The Court finds and concludes that Plaintiffs will fairly and adequately represent and protect the interests of the Settlement Class and appoints them to serve as representatives for that Settlement Class. The Court appoints Alan Rom, Esq. as class counsel for the Settlement Class, finding and concluding that they meet the requirements to be class counsel.

7. The Court determines that Notice should be provided to members of the Settlement Class as to their participation in the Settlement Class.

8. The Court orders that notice be made on the Settlement Class in the following manner: the parties shall work together to compile a comprehensive contact list of all known current and former *per diem* court interpreters who are members of the Settlement Class. Notice of this settlement, in the form attached to Plaintiffs' motion for entry of an order as Exhibit C, shall then be made on each of them via email and first-class mail, where possible. Notice must also be published in the *Boston Globe* on at least two consecutive Sundays within the Notice Period. The Court finds that such Notice is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class, that would be bound by the Settlement Agreement and to apprise them of the Action, the terms and conditions of the Settlement Agreement, and their rights to object to the Settlement Agreement. The Court further concludes that such Notice meets the requirements of Rule 23 and due process.

9. Such Notice must be effectuated no later than 60 days from the date on which this Court enters this Class Settlement Preliminary Approval Order (the "Notice Period").

10. Any member of the Settlement Class shall have 90 days after the Court's entry of this Preliminary Approval Order (the "Class Objection Period") to submit an objection (such objector, an "Objector") to the Settlement Agreement, and to file any notice to appear.

11. Such an Objector must send a written statement of objections to the following designee of Class Counsel by first-class mail and email within the Class Objection Period:

Designee of Class Counsel:

Alan Jay Rom, Esq.
Rom Law, P.C.
P.O. Box 565
Chelmsford, MA 01824
E: alan@romlawoffice.com

Class Counsel shall provide copies of all such objections to Defendant's counsel within 7 days after the end of the Class Objection Period.

12. The Objector's written statement of objections must: (1) contain the words "*MACI et al. v. Trial Court*"; (2) state each and every objection of the Objector and the specific reason(s) therefor; (3) provide all legal support and evidence on which the Objector relies in support of any objection; (4) state the full name and address and telephone number of the Objector; (5) provide information sufficient to establish that the Objector is a member of the Settlement Class, and (6) state the full name, mail address, email address, and telephone number of any counsel representing the Objector in connection with the objections.

13. In addition, any Objector or counsel for any Objector that desires to appear at the Fairness Hearing must send to the designee of Class Counsel, by first-class mail and email postmarked within the Class Objection Period, a separate notice of intention to appear that

identifies by name, position, address, and telephone number each person who intends to appear at the Fairness Hearing on behalf of the Objector.

14. Within 30 days after the end of the Class Objection Period, Class Counsel will file with the Court: (i) all motions and supporting papers seeking the Court's final approval of the Settlement Agreement, and the Court's approval of any service awards for the Plaintiffs, consistent with the Settlement Agreement's terms, with respect to their representation of Plaintiffs, which culminated in the Settlement Agreement; (ii) papers sufficient to confirm that the Notice plan described herein was carried out, and that Notice has been made to the Settlement Class in the manner directed by the Court; (iii) all objections received by Class Counsel within the Class Objection Period to any aspect of the Settlement Agreement, or to any aspect of the requests for approval of service awards to the named Plaintiffs; (iv) any responses by Class Counsel or Defendant's Counsel to such objections received by Class Counsel; and (v) a list of all member of the Settlement Class who requested the opportunity to address the Court at the Fairness Hearing.

15. The Court will hold a Fairness Hearing after the Court's entry of this Preliminary Approval Order, at 2:00 o'clock on _____ 2023, at the Suffolk County Superior Court, located at 3 Pemberton Square, Boston, MA 02108. At the Fairness Hearing, the Court will conduct an inquiry as it deems appropriate into the fairness, reasonableness, and adequacy of the Settlement Agreement, address any objections to it, and determine whether the Settlement Agreement should be finally approved, whether final Judgment should be entered thereon, and whether to approve service awards in the amount described in the Settlement Agreement for the named Plaintiffs.

16. Pending the Court's determination of whether the Settlement Agreement should finally be approved or the termination of the Settlement Agreement, the Court enjoins the members of the Settlement Class from challenging in any action or proceeding any matter covered by the Settlement Agreement or its release and covenant not to sue provisions, and from commencing, maintaining, or participating in, or permitting another to commence, maintain, or participate in on its behalf, any claims being released by the Settlement Class, except for proceedings in this Court related to effectuating and complying with this Settlement Agreement.

IT IS SO ORDERED.

DATED: _____

Hon. _____, J.

EXHIBIT C

SUFFOLK COUNTY SUPERIOR COURT

If You Worked As A *Per Diem* Court Interpreter From October 15, 2012 To The Present, A Class Action Settlement Could Affect You

The Superior Court authorized this notice. This is not a solicitation from a lawyer.

INFORMATION REGARDING CLASS ACTION SETTLEMENT

A proposed settlement has been reached in a class action lawsuit on behalf of *per diem* court interpreters who have worked as vendors for the Massachusetts Trial Court from October 15, 2012 to the present. The class action lawsuit (*MACI et al. v. Trial Court*, No. 1684CV00969) seeks further clarity and finality regarding the circumstances under which *per diem* court interpreters will continue to work with the Trial Court. The Trial Court denies wrongdoing, and the Court has not reached a determination on the merits of the class action's claims.

The Court has preliminary approved the proposed Settlement Agreement described in this Notice. To resolve the claims in this lawsuit, the proposed Settlement Agreement will provide for clarity and finality regarding calculation of *per diem* court interpreters' compensable time and hourly rates. The proposed Settlement Agreement also provides clarity and finality regarding (1) assignment and assignment cancellation protocols and (2) protocols for *per diem* court interpreters scheduled to interpret in more than one language.

The Court has scheduled a hearing to decide whether to approve the proposed Settlement Agreement and payment of service fees to the named plaintiffs (the "Fairness Hearing"). The Fairness Hearing is scheduled for _____, 202_ at _____ o'clock [AM/PM], before the Suffolk County Superior Court at the Suffolk County Superior Court, located at 3 Pemberton Square, Boston, MA 02108. The time and date of the Fairness Hearing may change without additional mailed Notice.

Who is Included?

The Settlement Class is defined to include individuals who worked as *per diem* court interpreters for the Massachusetts Trial Court from October 15, 2012 to the end of the effective period of the Settlement Agreement. The effective period of the Settlement Agreement will last for eight (8) years after final approval of the Settlement Agreement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Compensable Time	Compensable time does not include time worked during lunch or overtime work. A “half-day” rate shall be paid for a period up to and including four (4) hours of Compensable Time, excluding time worked during lunch. A “full-day” rate shall be paid for a period of more than four (4) hours and up to seven (7) hours of Compensable Time, excluding time worked during lunch. Lunch time work and overtime work compensation shall be calculated in accordance with the Settlement Agreement’s hourly rate calculations.
Hourly Rate	Interpreting during the lunch break or overtime interpreting shall be calculated based on an hourly rate. For each per diem classification level, the hourly rate shall be calculated by dividing the per diem court interpreter half-day rate for that classification level by four (4) hours. Where the hourly rate applies, compensation for one half hour shall be calculated by dividing the hourly rate by two. A per diem court interpreter is considered to have provided interpreting services during the lunch break if services are provided between 1:00 PM and 2:00 PM. A per diem court interpreter is considered to have performed overtime interpreting services if interpreting services are provided after the completion of a full-day assignment, <i>i.e.</i> , after seven (7) hours excluding the lunch hour. The hourly rate for lunch time interpreting and overtime interpreting shall be paid in thirty (30) minute increments. If a per diem court interpreter works any period of time less than 30 minutes between 1:00 p.m. and 2:00 p.m., or after seven (7) hours, the <i>per diem</i> court interpreter shall be paid for one half hour. If a per diem court interpreter works for any period of time beyond one half hour (30 minutes) and up to one hour, the <i>per diem</i> court interpreter shall be paid for one (1) hour.
Assignments	OLA strives to make fair and equitable assignments based upon multifarious Court requests, and strives to match the complexity of the court proceeding with the qualifications, expertise, experience, location, and availability of per diem court interpreters. When OLA is assigning <i>per diem</i> court interpreters, the Trial Court will assign <i>per diem</i> court interpreters in the following sequence, provided it can do so while meeting such objectives: first to Certified <i>per diem</i> court interpreters, if none are available then, second to Proficient II per diem court interpreters, if none are available then, third to Proficient I <i>per diem</i> court interpreters.

Assignment Cancellations	If a <i>per diem</i> court interpreter has accepted a half-day or full-day assignment, and if such <i>per diem</i> court interpreter is notified of the cancellation of such assignment within twenty-four (24) hours of the scheduled start time, then such <i>per diem</i> court interpreter shall be paid as follows: for an assignment that was to occur on a single day, such <i>per diem</i> court interpreter shall be paid based on the length of the cancelled assignment (i.e. half-day or full-day); for an assignment that was to occur for two or more consecutive days, such <i>per diem</i> court interpreter shall be paid one (1) full day rate.
Interpreting in Two Languages	If a <i>per diem</i> court interpreter has accepted assignments to interpret in more than one language on the same day, and the <i>per diem</i> court interpreter is informed within 24 hours of the assignment start time that the assignment in the second language is cancelled, the <i>per diem</i> court interpreter shall still be compensated at a rate 25% greater than the standard pay rate for the assignment, provided that the assigned <i>per diem</i> court interpreter remains available to interpret unless released by OLA, should another assignment arise.
Committee Liaison	The Chief Justice of the Trial Court as Chair of the Committee for the Administration of Interpreters for the Trial Court (the "Committee") pursuant to G.L. c. 221C, § 7, in his or her sole discretion, may name a <i>per diem</i> court interpreter to act as a liaison to the Committee. This liaison would not serve on, or otherwise become a member of, the Committee. Solely at the Chief Justice's or the Committee's request, the liaison would be allowed to address the Committee regarding matters impacting <i>per diem</i> court interpreters.
Ombudsperson	The Trial Court will discuss the feasibility of creating a voluntary Ombudsperson position. If the position is created and a person is so appointed, then such Ombudsperson would: act as a neutral party; be allowed to provide feedback on Trial Court policies and procedures directly impacting <i>per diem</i> court interpreters; accept confidential written suggestions and information from <i>per diem</i> court interpreters who wish to raise concerns regarding their work as <i>per diem</i> court interpreters; be tasked with facilitating positive change relative to <i>per diem</i> court interpreters at the Trial Court; be permitted to present his or her recommendations to OLA; and serve at the pleasure of the Chief Justice of the Trial Court. The Trial Court would retain authority to decline recommendations offered by the Ombudsperson, which would not constitute substantial noncompliance with the Settlement Agreement.

For more information, please contact prospective Class Counsel at:

Alan Jay Rom, Esq.
Rom Law, P.C.
P.O. Box 565
Chelmsford, MA 01824
E: alan@romlawoffice.com