

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, :
Defendants :

REQUEST FOR PRODUCTION
OF DOCUMENTS

Notice to Defendant:

Pursuant to Mass. R. Civ. P. 34, your response to this Request for
Production of Documents must be received by the plaintiff's attorney not later than
thirty (30) days after your receipt of this Request for Production of Documents;

For the purposes of this Request for Production of Documents, the term
"document" or "record" includes relevant past, contemporary, and on-going
writings, drawings, graphs, charts, photographs, recordings, data compilations
(translated, if necessary by the respondent through dictation devices into

reasonably usable form), contracts, agreements, correspondence, memoranda, reports, notes, requests, bills, orders, notices, writs, declarations, complaints, answers, and other court pleadings, schedules, tabulations, checks, diary entries, telegrams, diagrams, films, newspaper clippings, and all other writings and recordings of whatever nature, whether signed or unsigned, or transcribed, is asserted, and whether or not any privilege is asserted.

If no documents exist satisfying any numbered request, please so indicate.

For the purposes of this Request for Production, the following definitions apply:

(a) The term "defendant" includes the defendants, their agents, counsel, employees, officers, trustees, partners, or other persons acting for or on behalf of the defendants, or any of them.

(b) The term "plaintiffs" refers to the plaintiffs, agents, counsel, employees, officers, trustees, partners, or other persons acting for or on behalf of the plaintiffs or any of them.

(c) "Identify" means to state the name, title if applicable, and current address if different from address at time of the incident referred to.

(d) The term "MACI" means Plaintiff, Massachusetts Association of Court Interpreters, its members, including the individually named plaintiffs, and those who are members of the class as defined in the Second Substituted Amended Complaint and/or who Defendants consider *per diem* independent contractor court

interpreters who worked as court interpreters from 15 October 2012 to date.

(e) The term “Trial Court” means the Executive Office of the Trial Court, named in the Plaintiffs’ Second Substituted Amended Complaint and all those responsible to or by them, including, but not limited to the Committee for the Administration of Interpreters for the Trial Court, named on page iii of the January 2021 Standards and Procedures (“S & P), its Advisors, named on page iv of the January 2021 S&P, and the Office of Language Access (“OLA”).

The plaintiff requests the defendant to produce at the office of the plaintiff’s attorney, Alan Jay Rom, Esq. P.O. Box 585, Chelmsford, Massachusetts 01824, each of the following documents/records:

1. Please identify name, address, telephone number and position of the person(s) providing the information in each request;
2. All documents that reflect consideration of changes from the 2009 S & P to the 2021 S & P received by the Trial Court by, or sent by the Trial Court to, the authors of the 2021 S & P or the members of the 221C, §7 committee or any other person or entity regarding the issues raised by Plaintiffs in their retaliation claim, including but not limited to the allegations of Paragraph 68 of the Second Substituted Amended Complaint as to:

a. Section 7.02. Under the 2009 S &P, a *per-diem* court interpreter would work and be paid based on a half-day or full-day. The last time rates were set was in 2006 or 2007; those rates were \$300 for a full-day and \$200 for a half-day for a certified court interpreter and \$200 for a full-day and \$125 for a half-day for screened interpreters. In the new S & P, there is no indication as to what payment will be based on.

b. In Section 7.03 of the 2009 S & P, *per-diem* court interpreters who are assigned to interpret in more than one language are paid at a rate 25% greater than the standard rate. One of the complaints in this litigation is that when *per-diem* court interpreters were “assigned” to interpret in more than one language (usually one language in the morning and the other in the afternoon) and they adjusted their schedules accordingly and gave up other potential work, and for whatever reason the second language interpreting was cancelled (e.g. case continued or settled) they were not paid for the second language, even though it was “assigned.” This provision is eliminated from the 2021 S & P.

c. Section 7.04 of the 2009 S & P provided for paying *per-diem* court interpreters at an hourly rate for work after 8 hours in a day. This section is omitted in the 2021 S & P.

d. Section 7.05 of the 2009 S & P addressed the issue of compensating waiting time, one of the issues addressed in this litigation, but this provision is eliminated in the 2021 S & P.

e. Section 7.06 of the 2009 S & P provides for compensation for travel time. This is an issue raised in the litigation: not being compensated according to its provisions. There is no mention of compensation for travel time in the 2021 S & P.

f. Section 7.09 of the 2009 S & P provides for payment for one-half day if the assignment is cancelled within 24 hours of the time it is to be performed. This is one of the elements of the Plaintiffs' Substituted Amended Complaint. Compare this language with the language in the 2021 S & P, Section 7.05, which leaves compensation for such cancellations in the discretion of management.

g. Section 9.01 of the 2009 S & P addressed the issue of priority of assignments. The 2021 S & P does not address priority of assignments.

h. There is no provision in the 2009 S & P for docking pay for late arrival. There are many reasons beyond the control of *per-diem* court interpreters for arriving late, such as severe weather conditions, traffic accidents, etc. Section 7.03 of the 2021 S & P provides for docking pay

for late arrival with no standards provided for the exercise of discretion for docking pay.

i. Section 11.08 of the 2009 S & P provided that *per-diem* court interpreters be given a summary sheet of what was approved and processed for payment. This provision was removed from the 2021 S & P.

Respectfully submitted,

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

BY: 

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Dated: 16 March 2022

CERTIFICATE OF SERVICE

I, Alan Jay Rom, hereby certify that a copy of the foregoing Request for Production of Documents was served on Defendant by sending an electronic version to Assistant Attorney General Katherine B. Dirks, at Katherine.Dirks@state.ma.us this 16th day of March 2021.



Alan Jay Rom BBO# 425960