

RL MAC  
AR NR  
KD

NOTIFY

V8128

Massachusetts Association of Court Interpreters v. Lewis "Harry" Spence

Suffolk Superior Court Civil Action No. 2016-00969-A

**Endorsement regarding Plaintiffs' Motion to Add Defendants and Re-Define the Class (Docket No. 15) and Defendants' Motion to Conform Pleadings (Docket No. 16):**

The Plaintiffs in this action are per diem court interpreters and the Massachusetts Association of Court Interpreters ("MACI"), a non-profit corporation that advocates for court interpreters' working conditions. The Defendants are Lewis "Harry" Spence ("Spence"), in his capacity as Administrator of the Trial Court, Maria Fournier ("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 ("OCIS") Coordinator for the Administrative Office of the Trial Court, and Bruce Sawayer ("Sawayer"), in his capacity as Manager of Accounting of the Fiscal Affairs Department of the Trial Court, as well as their respective successors. The Plaintiffs allege that the Defendants breached their contract with the per diem court interpreters by violating the terms of the Standards and Procedures of the OCIS.

The Plaintiffs now move to amend their Amended Complaint ("Complaint") to redefine their proposed class and to substitute party defendants. See Mass. R. Civ. P. 15(a). The Defendants, in turn, move to conform the pleadings with this Court's ruling on the Defendants' Motion to Dismiss.

With respect to the Plaintiffs' proposed class, the Complaint describes the class as "both certified and screened court interpreters who regularly make themselves available to and provide court interpreter services for OCIS in the Commonwealth of Massachusetts, yet are or may in the future be treated as per diem court interpreters by OCIS." In light of this Court's dismissal of the Plaintiffs' challenge to their classification as per diem workers, and that their only surviving claim is for breach of contract, the Plaintiffs seek to redefine their class as "consist[ing] of all certified and screened per-diem court interpreters whose rights under the Standards and Procedures have been violated by Defendants."

The Defendants contend that the Plaintiffs' motion should be denied as a futile request because the record does not support the certification of the proposed class. Given that discovery is not yet concluded, the Defendants' argument is premature. This Court concludes that there is no good reason to deny the Plaintiffs' motion to redefine their class. See *Mathis v. Massachusetts Electric Co.*, 409 Mass. 256, 264 (1991) (finding that a party's motion to amend his or her pleadings should be granted unless there are good reasons for denying the motion). Accordingly, the Plaintiffs' motion to redefine their proposed class is ALLOWED.

The Plaintiffs next move, unopposed, to add the Executive Office of the Trial Court ("Trial Court") as a party defendant. ~~Because the Trial Court was a party to the contract at issue, the Plaintiff's motion to add the Trial Court is **ALLOWED**.~~

With respect to the individual defendants in this lawsuit, the Plaintiffs move to substitute Spence and Fournier with their respective successors. The Defendants, in turn, filed a separate motion to dismiss the individual defendants from the lawsuit because they were not parties to the contract at issue. Here, the Trial Court is the true party in interest for the breach of contract claim. The Plaintiffs' concern that they will be precluded from deposing the individuals if they are not named as party defendants is unwarranted. See Mass. R. Civ. P. 26(b)(1) ("Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party."). For these reasons, the Plaintiffs' motion to substitute Spence and Fournier is **DENIED**, and the Defendants' motion to conform the pleadings by dismissing Spence, Fournier and Sawayer is **ALLOWED**.

Finally, the Defendants seek to dismiss MACI as a plaintiff because its members, not the association, are parties to the contract. The Complaint sufficiently alleges that MACI has associational standing. See *Massachusetts Ass'n of Cosmetology Schs., Inc. v. Board of Registration in Cosmetology*, 40 Mass. App. Ct. 706, 708 (1996). While MACI's standing may be appropriate for review again after the close of discovery, at this stage, the Defendants' motion to conform the pleadings by dismissing MACI must be **DENIED**.

(Robert Tochka, J.)

Date: August 2, 2018