

NOTIFY

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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~~ ^{CPB 7-14-23} **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.

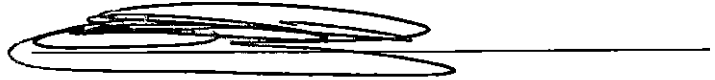
14. Within 30 days after the end of the Class Objection Period, Class Counsel will file with the Court: (i) all motions and supporting papers seeking the Court's final approval of the Settlement Agreement, and the Court's approval of any service awards for the Plaintiffs, consistent with the Settlement 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 10/5 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: July 14, 2023



Hon. Belczko, J.