

**EXHIBIT F**

*Noting*

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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION  
NO. 2016-0969

MASSACHUSETTS ASSOCIATION OF COURT INTERPRETERS, INC. & others<sup>1</sup>

vs.

EXECUTIVE OFFICE OF THE TRIAL COURT

MEMORANDUM OF DECISION AND ORDER ON DEFENDANT'S  
MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiffs Massachusetts Association of Court Interpreters, Inc. ("MACI"), Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz brought this action on behalf of themselves and other persons similarly situated against Defendant Executive Office of the Trial Court ("Trial Court"), alleging breach of contract in various ways regarding interpreter assignments and the calculation of compensable time.

This matter came before the court on February 5, 2020, on Defendant's Motion for Partial Summary Judgment, in which the Trial Court argues that MACI does not have standing to assert a breach of contract claim and that the proposed class cannot satisfy the certification requirements of Mass. R. Civ. P. 23.

Standing is an issue of subject matter jurisdiction. *Phone Recovery Servs., LLC v. Verizon of New England, Inc.*, 480 Mass. 224, 227 (2018), citing *Doe v. Governor*, 381 Mass. 702, 705 (1980). Under the doctrine of associational standing, an organization may sue to redress injuries to its members even without a showing of injury to the association itself. *Warth v. Seldin*, 422 U.S. 490, 511 (1975). As such, this court finds **at this time** that MACI has

<sup>1</sup> Moussa Abboud, Soledade Gomes Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz, individually and on behalf of other persons similarly situated

*Notice sent 02/10/20*  
*AJR*  
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*NJR*  
*AAG*  

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*KBD*  
*AAG*  

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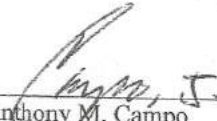
*MD*

sufficient standing to assert a breach of contract claim against the Trial Court on behalf of its members, and takes no action on the Trial Court's motion without further discovery.

"A judge has broad discretion to certify or decertify a class." *Salvas v. Wal-Mart Stores, Inc.*, 452 Mass. 357, 363-364 (2008). To prevail on a motion for class certification, the plaintiff must "provid[e] information sufficient to enable the motion judge to form a reasonable judgment that the class meets the requirements of rule 23; they do not bear the burden of producing evidence sufficient to prove that the requirements [of rule 23] have been met." *Id.* at 363. At this time, the court cannot make a determination regarding class certification, as discovery that could bear on the issue remains outstanding.

For the foregoing reasons, it is **ORDERED** that:

1. Defendant's Motion for Partial Summary Judgment is **DENIED without prejudice** as it pertains to MACI's standing as a plaintiff in this matter;
2. The court takes no action on the issue of class certification at this time;
3. Plaintiffs are to propose discovery pertaining to class certification to this court within **30 days** of this order; and
4. Discovery pertaining to class certification is then to be completed within **120 days** of the submissions to the court.
5. This matter is scheduled for a further status hearing on March 17, 2020, at 2PM.

  
\_\_\_\_\_  
Anthony M. Campo  
Justice of the Superior Court

Dated: February 10, 2020

EXHIBIT G

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. )

TRIAL COURT, )

Defendant. )

**DEFENDANT TRIAL COURT'S RESPONSES AND OBJECTIONS TO PLAINTIFFS'  
SECOND REQUEST FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Massachusetts Rules of Civil Procedure and Superior Court Rule 30A, Defendant Trial Court ("Defendant") serves these responses and objections to the Plaintiffs' Second Request for Production of Documents, dated October 12, 2018.

**GENERAL OBJECTIONS**

1. Defendant objects to these Requests to the extent that they are vague and ambiguous, overly broad, unduly burdensome, are not reasonably calculated to lead to the discovery of admissible evidence, or seek documents and information that are not relevant to the claims or defenses of any part to this action.

2. Defendant objects to these Requests to the extent that they seek discovery of the mental impressions, conclusions, or opinions of counsel; documents subject to the attorney-client privilege, or any other privilege; documents subject to the qualified protection for litigation work

product; or documents that are personal, confidential or proprietary and protected from disclosure by other laws or agreements. Any inadvertent production of such documents shall not be deemed a waiver of any privilege or work-product protection for such documents.

3. Defendant objects to the Requests to the extent that the information requested is protected from disclosure by the Fair Information Practices Act, G. L. c. 66A.

4. Defendant will produce documents pursuant to the Requests without waiver of or prejudice to Defendant's right to raise later objections to the relevance, materiality, or admissibility of the produced documents.

5. Defendant objects to these Requests to the extent they seek documents and information that are equally available to Plaintiffs, are publicly available, and/or are already within Plaintiffs' possession, custody and control.

6. Defendant objects to these Requests to the extent they seek documents that pertain solely to claims that were dismissed by the Superior Court in its Memorandum of Decision and Order on Defendants' Motion to Dismiss Plaintiffs' Amended Complaint, dated November 3, 2016 ("November 3, 2016 Order"). Defendant will respond only to the extent that the Requests seek documents that are relevant to Plaintiffs' surviving claims pursuant to the November 3, 2016 Order.

7. Defendant objects to these Requests to the extent they seek documents that pertain to causes of action that are barred by the statute of limitations. Defendant will respond only to the extent that the Requests seek documents that pertain to causes of action that arose on or after October 15, 2012 ("Relevant Time Period").

8. Defendant objects to these Requests to the extent they seek documents that do not pertain to the individually named Plaintiffs in this action, Moussa Abboud, Soledade Gomes

Debarros, Anahit Flanagan, Norma V. Rosen-Mann, and Michael R. Lenz (collectively, "Individual Plaintiffs"). Defendant will respond only to the extent that the Requests seek documents that pertain to the claims of the Individual Plaintiffs.

9. Defendant objects to the instruction in the Requests to indicate "[i]f no documents exist satisfying any numbered request" to the extent that such instruction purports to impose obligations inconsistent with and broader than those set forth in paragraph 3 of Superior Court Rule 30A. Defendant will serve supplemental responses no later than 10 days after the completion of its document production pursuant to paragraph 3(b) of Superior Court Rule 30A.

10. Any undertaking by Defendant to produce documents within the scope of any specific Request is not intended as, and should not be construed as, a representation that there exist documents within the scope of such a Request that are within Defendant's possession, custody or control. Such a response is instead intended only as, and should be construed only as, a representation that, subject to any objections, Defendant has conducted or will conduct a reasonably diligent search for documents within the scope of such Request, and will produce non-privileged documents in accordance with Defendant's response that are identified, if any.

11. Defendant objects to the definitions of the terms "document," "record," "defendant," "plaintiffs," "identify," "MACI," and "Trial Court" to the extent that they purport to impose obligations inconsistent with and broader than those set forth in paragraph 1(c) of Superior Court Rule 30A. Defendant further objects to the definition of the term "MACI" to the extent that it is premised on an assertion that a class has been certified in this action.

12. Defendant responds to these requests on behalf of the Trial Court, and not on behalf of any other agency, division, or part of the Commonwealth of Massachusetts. In order to locate documents in connection with Defendant's responses to Plaintiffs' requests, and subject to

and without waiving the General and Specific Objections, Defendant has searched or will search hard copy and electronic storage locations in Defendant's possession, custody or control.

### SPECIFIC RESPONSES AND OBJECTIONS

Subject to and without waiving the foregoing General Objections, Defendant responds as follows:

#### REQUEST NO. 1

For each of the individually-named plaintiff court interpreter considered by defendants to be a *per-diem* independent contractor in the span of the following years: 2009 (beginning with October 15, 2009), all of the following years: 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, or from the first year such each said named-plaintiff *per-diem* court interpreter was hired at any time after October 15, 2009, and, up to and including the date of production of the documents requested, all documents including, but not limited to the Massachusetts Management Accounting Reporting System ("MMARS"), detailing or showing:

- a) whether each said named-plaintiff *per-diem* court interpreter is certified or screened, the date each said named-plaintiff *per-diem* court interpreter was hired by OCIS, and the date each said certified interpreter received his/her certification;
- b) monthly, bi-monthly, or quarterly schedules of availability submitted to OCIS by each named plaintiff *per-diem* court interpreter;
- c) dates each such named plaintiff *per-diem* court interpreter was assigned to work for any and each court, for any district attorney (e.g. grand jury), for any probation department, or any other specific number of Limited English Proficient ("LEP") person served in each court by each said named plaintiff *per-diem* court interpreter for each day that each named plaintiff *per-diem* court interpreter was assigned to work in each of the above said years;
- d) total hours each named plaintiff *per-diem* court interpreter worked in each of the above said years;
- e) total hours each named plaintiff *per-diem* court interpreter worked in each month, and each of the above said years;
- f) total actual interpreting hours each named plaintiff *per-diem* court interpreter spent each half day and/or full day when multiple LEP cases, long hearings, and on-going trials were involved;
- g) records showing the hours worked by any and each named plaintiff *per-diem* court interpreter serving OCIS for each year beginning with October 15, 2009;
- h) records showing whether each named plaintiff *per-diem* court interpreter was supported or not supported by a working partner that is often a standard requirement for an on-going trial including a fullday trial;
- i) records of all the instances when court had requested two or three interpreters for a case while OCIS sent only one named plaintiff *per-diem* court interpreter;
- j) records showing the assignment of named plaintiff *per diem* court interpreters requested by courts for the years starting on October 15, 2009 and up to and including the date of



- this response, and records showing assignment of said named plaintiffs, *per-diem* court interpreters, during said time to each of said courts;
- k) records of all telephonic interpreting being assigned to Language Line instead of assigning any of the named plaintiff *per-diem* court interpreters to each of the courthouses on each day when Language Line was being utilized;
  - l) all records including but not limited to case name, docket number, language needed, charge(s), and the type of court procedure for which all such Language Line services were utilized when one or more of the named plaintiffs, *per-diem* court interpreters, was/were not working and whose records showed that he/she was available for assignment by OCIS;
  - m) E-mails to and from each named plaintiff *per-diem* court interpreter communicating, after receiving a weekly schedule and/or a last-minute assignment, as to whether he/she has a problem with it."
  - n) Records of those named Plaintiffs who are certified in Spanish and/or Portuguese and are *per-diem* court interpreters who were routinely assigned either by OCIS or requested through the court for multiple cases ranging from 6 to 20+ and or records of routine "Automatic Morning Coverage" assignments to the same *per-diem* court interpreter without any limitation on the number of cases per morning;
  - o) records of all "Automatic Morning Coverage" assignments which resulted in "Full Day Coverage";
  - p) records of each day that each named plaintiff *per-diem* court interpreter worked between 1:00 p.m. and 2:00 p.m., and the amount of payment, if any, such *per-diem* court interpreter received, with a full explanation to such amount, or non-payment, for each such *per diem* interpreter working between 1:00 p.m. and 2:00 p.m.;
  - q) records reflected on all named plaintiffs, court interpreters', Daily Service Records (hereinafter referred to as "DSRs") showing travel time spent by each named plaintiff *per-diem* court interpreter between 1:00 p.m. and 2:00 p.m. in an effort to arrive on time for the afternoon session at the next court location;
  - r) records of each named plaintiff *per-diem* court interpreter who ended up working for a full-day per court's request but who was not paid for the full-day because OCIS had assigned such *per-diem* interpreter to work for half-day only;
  - s) copies of all invoices, digital and hard-copy, submitted by each named plaintiff *per-diem* court interpreter and the date each such invoice was received by OCIS;
  - t) records of payments along with payment vouchers from the OCIS computer system of each such invoice submitted by each named plaintiff *per-diem* court interpreter, including, but not limited to, the date each such payment was issued, deductions made for any reason and each such reason, if any, for each such deduction, payment for mileage, payment for travel time, payment time spent in transit from court to court, including, but not limited to, traveling from court to home and to the newly assigned court when each named plaintiff *per-diem* interpreter was called upon, and any and all other records from the database of the OCIS Fiscal Department; and
  - u) Records showing a break-down list of payments based on each payment voucher for each for each and all payment vouchers that the OCIS Fiscal Department issued to each named plaintiff *per-diem* court interpreter for each year beginning with 2009 (October 15<sup>th</sup>), such break-down of payments showing the amount of each payment for each half-day /full-day that each named plaintiff *per-diem* court interpreter worked.

### **RESPONSE NO. 1**

Defendant objects to Request No. 1 on the grounds that it is duplicative of Request Nos. 2 and 3 in Plaintiffs' First Request for Production of Documents. Defendant further objects to Request No. 1 on the grounds that it seeks information relating to claims that are barred by the applicable statute of limitations. Defendant incorporates by reference the responses and objections to Request Nos. 2 and 3 in Plaintiffs' First Request for Production of Documents.

With respect to paragraph (j) in Request No. 1, to the extent that this request was not made in Plaintiffs' First Request for Production of Documents, Defendant objects to the request on the grounds that it is unintelligible. Defendant further objects to paragraph (j) in Request No. 1 on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. To the extent that paragraph (j) requests records of the assignments of the Individual Plaintiffs, Defendant has produced Daily Service Records and payment request commodity forms for the Individual Plaintiffs for the Relevant Time Period. See documents bearing Bates numbers TC00000001 – TC00009126.

### **REQUEST NO. 2**

All documents reflecting the budget allocated for court interpreters including, but not limited to the budget allocated for *per-diem* court interpreters, for each year beginning with October 15, 2009.

### **RESPONSE NO. 2**

Defendant objects to Request No. 2 on the grounds that it is duplicative of Request No. 5 in Plaintiffs' First Request for Production of Documents. Defendant further objects to Request No. 2 on the grounds that it seeks information relating to claims that are barred by the applicable statute of limitations. Defendant incorporates by reference the responses and objections to Request No. 5 in Plaintiffs' First Request for Production of Documents.

### **REQUEST NO. 3**

To the extent not provided in responses to the above requests, all documents reflecting how much was requested in payment and how much was actually paid to each named plaintiff *per-diem* court interpreter for each year beginning on October 15, 2009 up until the date these requests are provided, and showing each and every deduction made and what said deductions were for.

### **RESPONSE NO. 3**

Defendant objects to Request No. 3 to the extent that it requests documents and information relating to causes of action that are barred by the statute of limitations.

Subject to and without waiving the foregoing objections, Defendant has produced Daily Service Records and payment request commodity forms for the Individual Plaintiffs for the Relevant Time Period. See documents bearing Bates numbers TC00000001 – TC00009126.

#### **REQUEST NO. 4**

All documents and internal memos reflecting changes to the S & P affecting named plaintiffs, court interpreters, including but not limited to:

- a) two-hour minimum compensation when assignment is scheduled for later than 9:00 a.m., at 1:00 p.m., or at 3:00 p.m.;
- b) reduction in payment in the amount of \$13/\$20, \$26/\$40, or \$39/\$60 when named plaintiffs, *per-diem* court interpreters, sign in after 9:15 a.m. and before 11:00 a.m., when car accidents on the road cause significant delays, and ALL policy changes in penalty amounts before and after this lawsuit was filed;
- c) when only scheduled for the afternoon session (2:00 p.m. to 4:30 p.m.), compensation being a two-hour minimum, and if not a two-hour minimum, but at an hourly rate, those documents;
- d) non-payment for working between 1:00 p.m. and 2:00 p.m.;
- e) non-payment for working at second court between 1:00 p.m. and 2:00 p.m.;
- f) hourly rate payment when named plaintiffs, *per-diem* court interpreters, took the assignment on short notice; and
- g) any non-payment to any named plaintiffs, *per diem* interpreters, when any assignments was on short notice via telephone by OCIS but the cases were continued or were heard without waiting for the arrival of any of the named plaintiffs, *per-diem* court interpreters.

#### **RESPONSE NO. 4**

Defendant objects to Request No. 4 on the grounds that it is duplicative of Request No. 22(#1)<sup>1</sup> in Plaintiffs' First Request for Production of Documents. Defendant incorporates by reference the responses and objections to Request No. 22(#1) in Plaintiffs' First Request for Production of Documents.

#### **REQUEST NO. 5**

All documents that reflect acceptance of the terms and conditions of the S & P by named plaintiff *per-diem* court interpreters, including their signatures.

#### **RESPONSE NO. 5**

Defendant objects to Request No. 5 on the grounds that it is duplicative of Request No. 24 in Plaintiffs' First Request for Production of Documents. Defendant incorporates by reference the responses and objections to Request No. 24 in Plaintiffs' First Request for Production of Documents.

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<sup>1</sup> Plaintiffs' First Request for Production of Documents designated two requests as No. 22.

**REQUEST NO. 6**

All documents that reflect any proposed revisions to the S & P from the version any and each of the named plaintiff *per-diem* court interpreters are currently bound by, including any documents that describe reasons for any proposed changes.

**RESPONSE NO. 6**

Defendant objects to Request No. 6 on the grounds that it is duplicative of Request No. 25 in Plaintiffs' First Request for Production of Documents. Defendant incorporates by reference the responses and objections to Request No. 25 in Plaintiffs' First Request for Production of Documents.

TRIAL COURT

By its Attorneys,

MAURA HEALEY  
ATTORNEY GENERAL

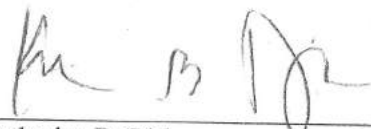
  
Katherine B. Dirks (BBO No. 673674)  
Assistant Attorney General  
Government Bureau  
One Ashburton Place  
Boston, MA 02108  
(617) 963-2277  
katherine.dirks@state.ma.us

Dated: November 9, 2018

**CERTIFICATE OF SERVICE**

I hereby certify that on this day, November 9, 2018, I served the foregoing document via first-class mail upon the following counsel:

Alan Jay Rom, Esq.  
Rom Law P.C.  
P.O. Box 585  
Chelmsford, MA 01824

  
Katherine B. Dirks  
Assistant Attorney General

**EXHIBIT H**

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
CIVIL ACTION NO.  
1684CV00969

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MASSACHUSETTS ASSOCIATION OF :  
COURT INTERPRETERS, INC., MOUSSA :  
ABBOUD, SOLEDADE GOMES :  
DEBARROS, ANAHIT FLANAGAN, :  
NORMA V. MANN, and MICHAEL R. :  
LENZ, individually, and on behalf of :  
other persons similarly situated, :  
Plaintiffs :

v.

EXECUTIVE OFFICE OF THE TRIAL :  
COURT, :  
Defendant :

JOINT STIPULATION

The plaintiffs and defendant, through the undersigned counsel, stipulate to the following:

1. As a matter of general practice, individuals who provide court interpreter services to the Trial Court are required to sign a form prior to being added to the list of court interpreters, indicating, among other things, that they 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,

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

By Their Attorney,

Alan Jay Rom, BBO# 425960  
Rom Law P.C.  
P.O. Box 585  
Chelmsford, MA 01824  
617/776-0575-Tel.  
978/455-9589-Tel.  
617/209-7714-Fax  
alan@romlawoffice.com

Dated:

Defendant THE TRIAL COURT

By its Attorneys,

MAURA HEALEY  
ATTORNEY GENERAL

Katherine B. Dirks, BBO #673674  
Assistant Attorney General  
Government Bureau/Trial Division  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, MA 02108  
(617) 963-2277  
katherine.dirks@mass.gov

Dated:

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<#>A true copy of this form is attached to the Substituted Amended Complaint as Exhibit G, and is reproduced here as Exhibit I.

<#>Plaintiffs requested in a timely manner during discovery copies of each form reflected in Exhibit I that were signed by plaintiffs.

<#>Defendants have, to date, not been able to locate the S&P form signed by any of the plaintiffs, but stipulate that because each court interpreter is required to sign a document pursuant to Section 4.02 of the S&P in order to be able to work as an interpreter in the courts of the Commonwealth of Massachusetts and that the signed document is normally kept in the personnel file of each court interpreter, that this practice was followed and that each must have signed the form that is attached as Exhibit I.

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----- Defendant ----- Plaintiffs

By:

By:

Katherine B. Dirks, BBO# 6773674 Alan Jay Rom,  
BBO# 425960  
Peter McCarthy, BBO# Rom  
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Katherine.Dirks@state.ma.us alan@romlawoffice.com  
Peter.McCarthy@state.ma.us

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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. MANN, and MICHAEL R. :  
LENZ, individually, and on behalf of :  
other persons similarly situated, :  
Plaintiffs :

v. :

EXECUTIVE OFFICE OF THE TRIAL :  
COURT, :  
Defendant :

PLAINTIFFS' AND DEFENDANT'S JOINT STIPULATION

The plaintiffs and defendant, through the undersigned counsel, stipulate that the following is true:

1. Court interpreters are required to sign a form contained in the 2009 Standards and Procedures ("S&P"), Section 4.02.
2. A true copy of this form is attached to the Substituted Amended Complaint as Exhibit G, and is reproduced here as Exhibit 1.
3. Plaintiffs requested in a timely manner during discovery copies of each form reflected in Exhibit 1 that were signed by plaintiffs.
4. Defendants have, to date, not been able to locate the S&P form signed by any of the plaintiffs, but stipulate that because each court interpreter is required to sign a

document pursuant to Section 4.02 of the S&P in order to be able to work as an interpreter in the courts of the Commonwealth of Massachusetts and that the signed document is normally kept in the personnel file of each court interpreter, that this practice was followed and that each must have signed the form that is attached as Exhibit 1.

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

Defendant

Plaintiffs

By: \_\_\_\_\_  
Katherine B. Dirks, BBO# 6773674  
Peter McCarthy, BBO#  
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[Katherine.Dirks@state.ma.us](mailto:Katherine.Dirks@state.ma.us)  
[Peter.McCarthy@state.ma.us](mailto:Peter.McCarthy@state.ma.us)

By: \_\_\_\_\_  
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978/455-9589-Tel.  
617/209-7714-Fax  
[alan@romlawoffice.com](mailto:alan@romlawoffice.com)  
[www.romlawoffice.com](http://www.romlawoffice.com)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## 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)

M Ames

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*.

# EXHIBIT I

# Massachusetts Trial Court Office of Court Interpreter Services (OCIS)

## **List of Interpreters Available for Out-of-Court Assignments**

The Office of Court Interpreter Services (OCIS) recruits and trains professional interpreters who provide interpreting services to the Trial Court throughout the Commonwealth. This specialized training leads to two levels of accreditation, screened and certified. Generally, interpreters begin working for OCIS as screened interpreters and, upon accumulation of interpreting expertise, progress toward the higher accreditation level of certified. Certification is most often achieved by passing written and oral exams. In some languages there are no certified interpreters. Many of our certified interpreters are also qualified to interpret in the federal courts.

As the sole public accrediting authority for spoken language court interpreters in the Commonwealth, OCIS maintains a list of interpreters to facilitate access to the courts for Limited English Proficient (LEP) individuals. In addition, OCIS provides general access to interpreter services by making this list public so it can be used by attorneys and other legal or law-related entities that seek assistance in obtaining qualified interpreters. To arrange interpreters for non-court-ordered events for individuals who are deaf or hard of hearing, contact the Massachusetts Commission for the Deaf and Hard of Hearing ([www.mass.gov/mcdhh](http://www.mass.gov/mcdhh)).

The list includes both staff interpreters and per diem interpreters. Staff interpreters are state employees, while per diem interpreters are independent contractors. This list is not intended as a complete list of all OCIS interpreters or as a source for official confirmation of an interpreter's certification status. Please contact OCIS if you need additional information. If you have questions about the accreditation status of an interpreter (for example, if you require a certified interpreter for a particular assignment), please be sure to confirm that information with our office by emailing [interpreter.requests@jud.state.ma.us](mailto:interpreter.requests@jud.state.ma.us).

**By creating this list and allowing staff interpreters to be included in it, the Trial Court is in no way taking a position on whether any or all "outside work by staff interpreters" is in conflict with or prohibited by the State Ethics Law (Massachusetts General Laws Chapter 268A), the Trial Court Policies and Procedures Manual, and/or any applicable Collective Bargaining Agreements. Further, please be advised that Massachusetts General Laws Chapter 66 § 10 forbids the Trial Court from disclosing the home address and home telephone number of staff interpreters. (\*Staff interpreters will be notated in bold text\*)**

Pursuant to the *Standards and Procedures of the Office of Court Interpreter Services*, all interpreters, staff and per diem, must assess a variety of concerns about potential conflicts of interest each time they consider taking on an assignment. Interpreters must be diligent in these assessments, which can result in their inability to work on your cases in or out of court.

Please be advised that interpreters are required to disclose any previous involvement with a case before proceeding to interpret in the same matter in court. This disclosure does not necessarily disqualify an interpreter from continuing to provide services in a particular case. Rather, it serves to inform the Court and to maintain the integrity of the court interpreter's primary role as an impartial officer of the court. For additional information about interpreter standards of practice, see Section 4 of the *Standards and Procedures of the Office of Court Interpreter Services*.

Please note that interpreter participation in this list is voluntary. Interpreters are not required to take out-of-court assignments. Also, there may be additional resources in your area who choose not to be listed here. This list is updated quarterly, so be sure to check for new postings regularly. Again, if you have any questions regarding this list please contact the office at [interpreter.requests@jud.state.ma.us](mailto:interpreter.requests@jud.state.ma.us).

| Language     | Name                         | Certified/S<br>creened | County/State  | Phone Number | Email Address                       |
|--------------|------------------------------|------------------------|---------------|--------------|-------------------------------------|
| Albanian     | Mr. Agron Alibali            | Certified              | Essex, MA     | 202-596-9884 | aalibali@yahoo.com                  |
| Albanian     | Ms. Irena Kantarges          | Screened               | Suffolk, MA   | 617-947-9223 | ikantarges@gmail.com                |
| Albanian     | Mr. Oliver Kici              | Certified              | Suffolk, MA   | 617-839-9009 | ol.kici@gmail.com                   |
| Arabic       | Mr. Mudafer Al-Ziyadi        | Screened               | Norfolk, MA   | 617-818-0113 | mudafer@msn.com                     |
| Arabic       | Mr. Bashier Doss             | Certified              | Norfolk, MA   | 781-571-9510 | bashierd@gmail.com                  |
| Arabic       | Ms. Nevine Ibrahim           | Certified              | MD            | 413-535-0618 | nev.ibrahim@gmail.com               |
| Arabic       | Ms. Janet Wassouf            | Certified              | MA & FL       | 978-828-3596 | jwjdinterpreting@yahoo.com          |
| Armenian     | Mrs. Anahit Flanagan         | Certified              | Middlesex, MA | 617-480-7474 | anahu@comcast.net                   |
| Bengali      | Mr. Anjani Agarwala          | Screened               | Middlesex, MA | 617-803-2838 | anjaniagarwala59@gmail.com          |
| Cantonese    | Mr. Gar Chiang               | Certified              | Norfolk, MA   | 617-422-0088 | garchiang@hotmail.com               |
| Cantonese    | Ms. Lewanna Li               | Certified              | Middlesex, MA | 917-880-8030 | cwingmoon@aol.com                   |
| Cape Verdean | Ms. Maria Cabral             | Screened               | Bristol, MA   | 508-345-0754 | strellanegra66@aol.com              |
| Cape Verdean | Ms. Maria "Maggie" Medina    | Certified              | RI            | 401-527-9420 | maggiemed77@verizon.net             |
| Ewe          | Dr. Kofi Asimpi              | Screened               | Suffolk, MA   | 617-566-2524 | asimpik@aol.com                     |
| Fante        | Mr. Joseph Eiwuley           | Screened               | Worcester, MA | 508-367-8280 | kwasi47@gmail.com                   |
| French       | Ms. Eva Bethune              | Certified              | Middlesex, MA | 309-256-0020 | eva@bethune.com                     |
| French       | Ms. Nadege Dimanche          | Screened               | Middlesex, MA | 617-818-2026 | ndimanche@aol.com                   |
| French       | Mr. Frantz Monestime         | Certified              | Suffolk, MA   | 617-512-6539 | fpmonestime@comcast.net             |
| Georgian     | Mr. Alexander Tetradze       | Certified              | Middlesex, MA | 617-966-0136 | alexetradze@yahoo.com               |
| Gujarati     | Mr. Anil Mehrotra            | Screened               | Essex, MA     | 978-885-5677 | ianilmehrotra@gmail.com             |
| Gujarati     | Ms. Sharda Bhatia Ramlackhan | Screened               | Middlesex, MA | 508-397-3277 | sharda.ramlackhan@gmail.com         |
| Haitian      | Ms. Nadege Dimanche          | Certified              | Middlesex, MA | 617-818-2026 | ndimanche@aol.com                   |
| Haitian      | Mr. Frantz Monestime         | Certified              | Suffolk, MA   | 617-512-6539 | fpmonestime@comcast.net             |
| Hebrew       | Mrs. Oma Stein               | Screened               | Norfolk, MA   | 781-864-0362 | n/a                                 |
| Hindi        | Mrs. Noreen Hussain          | Screened               | Middlesex, MA | 617-953-5421 | araboston@hotmail.com               |
| Hindi        | Mr. Anil Mehrotra            | Screened               | Essex, MA     | 978-885-5677 | ianilmehrotra@gmail.com             |
| Hindi        | Ms. Sharda Bhatia Ramlackhan | Certified              | Middlesex, MA | 508-397-3277 | sharda.ramlackhan@gmail.com         |
| Hindi        | Ms. Rani Sarin               | Certified              | Suffolk, MA   | 617-817-3273 | ranisarin@gmail.com                 |
| Hindi        | Mr. Inder Singh              | Screened               | Middlesex, MA | 508-887-1002 | imsingh1211@hotmail.com             |
| Italian      | Mr. Agron Alibali            | Certified              | Essex, MA     | 202-596-9884 | aalibali@yahoo.com                  |
| Italian      | Mr. Oliver Kici              | Screened               | Suffolk, MA   | 617-839-9009 | ol.kici@gmail.com                   |
| Japanese     | Ms. Maiyim Baron             | Certified              | Norfolk, MA   | 857-206-3831 | maiyimbaron@japaneseinterpreter.com |
| Japanese     | Ms. Asako Takeuchi           | Screened               | Middlesex, MA | 617-230-9354 | asako.takeuchi@gmail.com            |
| Khmer        | Mr. Samnang Mam              | Certified              | Middlesex, MA | 978-893-8383 | samnang04@hotmail.com               |

|                   |                              |                  |                      |                     |  |
|-------------------|------------------------------|------------------|----------------------|---------------------|--|
| <b>Khmer</b>      | <b>Mr. Keto Tan</b>          | <b>Certified</b> | <b>Middlesex, MA</b> | <b>978-866-5505</b> | <b>ketotan@gmail.com</b>               |
| Laotian           | Ms. Tiemjan(Kim) Ryan        | Certified        | Essex, MA            | 603-793-9783        | kimirya@gmail.com                      |
| Mandarin          | Ms. Yingjie Abel             | Certified        | Middlesex, MA        | 978-930-6324        | yingjie@comcast.net                    |
| Mandarin          | Mr. Gar Chiang               | Certified        | Norfolk, MA          | 617-422-0088        | garchiang@hotmail.com                  |
| Mandarin          | Ms. Lewanna Li               | Certified        | Middlesex, MA        | 917-880-8030        | cwingmoon@aol.com                      |
| Mandarin          | Mr. Da Zheng                 | Certified        | Norfolk, MA          | 617-566-4329        | dzheng336@gmail.com                    |
| Mandarin          | Mr. Feng Zhou                | Certified        | CT                   | 860-614-1428        | feng@chineseinterpretertranslators.com |
| Moldovan          | Ms. Maria Bola-Ferriero      | Certified        | NH                   | 603-860-0028        | mbferriero@yahoo.com                   |
| Nepali            | Ms. Bindiya Jha              | Certified        | Worcester, MA        | 508-406-1499        | imbindiya@gmail.com                    |
| Nzima             | Mr. Joseph Eiwuley           | Screened         | Worcester, MA        | 508-367-8280        | kwasi47@gmail.com                      |
| Polish            | Ms. Anna Kaczor              | Certified        | Hampden, MA          | 413-636-6454        | ania.kaczor@yahoo.com                  |
| Polish            | Ms. Sophia Kaminski          | Certified        | Middlesex, MA        | 617-875-7187        | sophiamkaminski@gmail.com              |
| Portuguese        | Mr. Jacob Ayvazian           | Certified        | Hampshire, MA        | 413-222-9935        | jacob.ayvazian@gmail.com               |
| <b>Portuguese</b> | <b>Ms. Ana Cerveira</b>      | <b>Certified</b> | <b>Bristol, MA</b>   | <b>508-985-8752</b> | <b>ocis.ana@gmail.com</b>              |
| Portuguese        | Ms. Soledade Debarros        | Certified        | Bristol, MA          | 508-904-9625        | soledadegb@yahoo.com                   |
| <b>Portuguese</b> | <b>Ms. Claudia Dutra</b>     | <b>Certified</b> | <b>Essex, MA</b>     | <b>617-821-7630</b> | <b>cdatcourts@gmail.com</b>            |
| Portuguese        | Ms. Ana Helena Lopes         | Certified        | Bristol, MA          | 781-696-8072        | anahslopes@gmail.com                   |
| Portuguese        | Ms. Maria "Maggie" Medina    | Certified        | RI                   | 401-527-9420        | maggiemed77@verizon.net                |
| Portuguese        | Mrs. Maria Mello             | Certified        | Bristol, MA          | 774-991-0139        | mass.interpreter@gmail.com             |
| Portuguese        | Ms. Teresa Oliveira          | Certified        | Bristol, MA          | 508-642-7044        | teresa.oliveira@comcast.net            |
| Portuguese        | Mrs. Liana Parsons           | Screened         | Worcester, MA        | 978-549-1176        | lianaparsons@yahoo.com                 |
| <b>Portuguese</b> | <b>Mr. Stephen Sanford</b>   | <b>Certified</b> | <b>Middlesex, MA</b> | <b>617-784-7449</b> | <b>sanfonos@earthlink.net</b>          |
| <b>Portuguese</b> | <b>Ms. AnaBela Santos</b>    | <b>Certified</b> | <b>Bristol, MA</b>   | <b>401-474-5607</b> | <b>anabelasantos1196@gmail.com</b>     |
| Portuguese        | Ms. Shirlei Udell            | Screened         | Middlesex, MA        | 781-856-8252        | shirleimg@udell.mobi                   |
| Portuguese        | Mr. Ralph Cole Waddey        | Certified        | Essex, MA            | 978-290-1091        | ralph.cole.waddey@gmail.com            |
| Punjabi           | Mrs. Noreen Hussain          | Screened         | Middlesex, MA        | 617-953-5421        | araboston@hotmail.com                  |
| Punjabi           | Mr. Anil Mehrotra            | Screened         | Essex, MA            | 978-885-5677        | ianilmehratra@gmail.com                |
| Punjabi           | Ms. Sharda Bhatia Ramlackhan | Screened         | Middlesex, MA        | 508-397-3277        | sharda.ramlackhan@gmail.com            |
| Punjabi           | Ms. Rani Sarin               | Screened         | Suffolk, MA          | 617-817-3273        | ranisarin@gmail.com                    |
| Punjabi           | Mr. Inder Singh              | Screened         | Middlesex, MA        | 508-887-1002        | imsingh1211@hotmail.com                |
| Quechua           | Mr. Frank Geoffrion          | Screened         | Middlesex, MA        | 617-876-3257        | fgeoff@comcast.net                     |
| Romanian          | Ms. Maria Bola-Ferriero      | Certified        | NH                   | 603-860-0028        | mbferriero@yahoo.com                   |
| Russian           | Mrs. Anahit Flanagan         | Certified        | Middlesex, MA        | 617-480-7474        | anahu@comcast.net                      |
| Russian           | Ms. Sophia Kaminski          | Certified        | Middlesex, MA        | 617-875-7187        | sophiamkaminski@gmail.com              |
| Russian           | Ms. Marina Koley             | Certified        | Worcester, MA        | 508-344-4365        | marinako@charter.net                   |
| Russian           | Mr. Felix Margolin           | Certified        | Hampshire, MA        | 413-210-2880        | fmargolin@gmail.com                    |
| Russian           | Mr. Alexander Tetradze       | Certified        | Middlesex, MA        | 617-966-0136        | alextetradze@yahoo.com                 |

|                |                                |                  |                       |                     |                                |
|----------------|--------------------------------|------------------|-----------------------|---------------------|--------------------------------|
| Russian        | Mr. Roman Yakub                | Certified        | Hampshire, MA         | 413-256-4172        | ryakub@comcast.net             |
| Somali         | Ms. Shamso Ahmed               | Screened         | Suffolk, MA           | 617-606-0144        | shamso@itctranslation.net      |
| Spanish        | Ms. Claudia Ayala              | Certified        | Norfolk, MA           | 617-412-6914        | claudial3ayala@gmail.com       |
| Spanish        | Mr. Ruben Baez-Giangreco       | Screened         | Suffolk, MA           | 617-510-0993        | ruben.giangreco@gmail.com      |
| Spanish        | Ms. Jennifer Beauchamp-Ankeny  | Certified        | Essex, MA             | 202-374-9925        | jennifer.beauchamp@gmail.com   |
| Spanish        | Mrs. Cristina Bernal           | Certified        | Bristol, MA           | 508-916-8993        | cristibernal1@gmail.com        |
| Spanish        | Ms. Eva Bethune                | Certified        | Middlesex, MA         | 309-256-0020        | eva@ibethune.com               |
| Spanish        | Ms. Nicole Brunelle            | Certified        | Worcester, MA         | 508-843-4083        | nicoleb3759@gmail.com          |
| Spanish        | Ms. Jeannette Bustos Gilhooly  | Certified        | Norfolk, MA           | 781-864-5739        | jbg8@verizon.net               |
| Spanish        | Mr. Arthur Calvano             | Screened         | Essex, MA             | 781-599-1115        | arthurcalvano@gmail.com        |
| Spanish        | Ms. Margarita Cardenas         | Certified        | Middlesex, MA         | 508-655-1104        | margarita@mceditorial.com      |
| Spanish        | Ms. Beyanid "Beya" Cole        | Certified        | Bristol, MA           | 508-933-7246        | beyanid99@gmail.com            |
| Spanish        | Ms. Barbara Considine          | Certified        | Hampshire, MA         | 413-320-6380        | bwconsidine@gmail.com          |
| Spanish        | Ms. Iliia Cornier-Rivera       | Certified        | Hampshire, MA         | 413-575-5298        | icornier@yahoo.com             |
| Spanish        | Mrs. Madeline Cruz             | Certified        | Hampden, MA           | 413-883-4330        | n/a                            |
| Spanish        | Ms. Deborah Daniell            | Certified        | Bristol, MA           | 508-951-1800        | d.daniell1949@gmail.com        |
| <b>Spanish</b> | <b>Mrs. Judith Drachman</b>    | <b>Certified</b> | <b>Essex, MA</b>      | <b>978-807-1279</b> | <b>jdrach@comcast.net</b>      |
| Spanish        | Ms. Laura Eastment             | Certified        | Middlesex, MA         | 781-864-6345        | leastment@gmail.com            |
| Spanish        | Mr. Frank Geoffron             | Certified        | Middlesex, MA         | 617-876-3257        | fgeoff@comcast.net             |
| Spanish        | Ms. Inge Gomez-Michel          | Certified        | RI                    | 401-499-6136        | weinterpret@gmail.com          |
| <b>Spanish</b> | <b>Ms. Rosario Gomez-Wixon</b> | <b>Certified</b> | <b>Barnstable, MA</b> | <b>508-265-2556</b> | <b>jawastikita@comcast.net</b> |
| Spanish        | Ms. Sandra Hall                | Certified        | Berkshire, MA         | 413-329-3939        | sandra.hall@roadrunner.com     |
| Spanish        | Ms. Sandra Henry-Alvarez       | Screened         | Middlesex, MA         | 978-406-1451        | sandrahen@gmail.com            |
| Spanish        | Ms. Genevieve Howe             | Certified        | Suffolk, MA           | 617-833-3847        | howe.gen@gmail.com             |
| Spanish        | Ms. Wilma Lopez-Round          | Certified        | RI                    | 401-578-5682        | wlopezround@gmail.com          |
| Spanish        | Mrs. Andreina "Gigi" Lockett   | Certified        | Middlesex, MA         | 617-299-9129        | gigi@gigilockett.com           |
| <b>Spanish</b> | <b>Mr. Jorge Martin</b>        | <b>Certified</b> | <b>Hampden, MA</b>    | <b>413-426-3763</b> | <b>jlmrcg718@gmail.com</b>     |
| <b>Spanish</b> | <b>Mr. Enrique McDonald</b>    | <b>Certified</b> | <b>Hampden, MA</b>    | <b>413-306-2738</b> | <b>mcdonal3@gmail.com</b>      |
| Spanish        | Mrs. Maria Mello               | Screened         | Bristol, MA           | 774-991-0139        | mass.interpreter@gmail.com     |
| Spanish        | Ms. Alejandra Miranda-Naon     | Certified        | Suffolk, MA           | 617-953-0210        | alejandrann@comcast.net        |
| Spanish        | Ms. Marta Niconchuk            | Certified        | Essex, MA             | 978-766-6458        | niconchuk@comcast.net          |
| Spanish        | Dr. Michael O'Laughlin         | Certified        | Middlesex, MA         | 978-273-2278        | mol@bu.edu                     |
| Spanish        | Ms. Bonnie Page                | Screened         | Essex, MA             | 310-890-9644        | fiabanfriends@hotmail.com      |
| Spanish        | Ms. Alicia Pawlowski           | Certified        | Plymouth, MA          | 617-694-5687        | awpawlowski@yahoo.com          |
| <b>Spanish</b> | <b>Mr. Antonio Rodriguez</b>   | <b>Certified</b> | <b>Worcester, MA</b>  | <b>978-857-6733</b> | <b>anrodga@aol.com</b>         |
| <b>Spanish</b> | <b>Mr. Christopher Sait</b>    | <b>Certified</b> | <b>Bristol, MA</b>    | <b>508-863-6076</b> | <b>gibeltariq@yahoo.com</b>    |
| Spanish        | Ms. Gema Schaff                | Certified        | Middlesex, MA         | 617-256-7891        | gs@alsiweb.us                  |



|            |                              |           |               |              |  |
|------------|------------------------------|-----------|---------------|--------------|--|
| Spanish    | Ms. Graciela Schneider       | Certified | Middlesex, MA | 508-361-3524 | <a href="mailto:kosherlady@msn.com">kosherlady@msn.com</a>                     |
| Spanish    | Ms. Belinda Soncini          | Certified | Middlesex, MA | 617-584-4805 | <a href="mailto:belindasoncini@yahoo.com">belindasoncini@yahoo.com</a>         |
| Spanish    | Mr. Gabriel Urbina           | Screened  | Worcester, MA | 413-505-9252 | <a href="mailto:gabrielurbina@aol.com">gabrielurbina@aol.com</a>               |
| Spanish    | Ms. Montserrat Zuckerman     | Certified | Middlesex, MA | 317-372-2843 | <a href="mailto:mzuckerman51@gmail.com">mzuckerman51@gmail.com</a>             |
| Tagalog    | Ms. Joy Hong                 | Screened  | Norfolk, MA   | 617-680-7838 | <a href="mailto:joymhong@yahoo.com">joymhong@yahoo.com</a>                     |
| Thai       | Ms. Tiemjan "Kim" Ryan       | Certified | Essex, MA     | 603-793-9783 | <a href="mailto:kimirya@gmail.com">kimirya@gmail.com</a>                       |
| Toisanese  | Mr. Gar Chiang               | Screened  | Norfolk, MA   | 617-422-0088 | <a href="mailto:garchiang@hotmail.com">garchiang@hotmail.com</a>               |
| Turkish    | Mr. Ali Dincer               | Certified | Middlesex, MA | 617-484-5110 | <a href="mailto:akdincer@gmail.com">akdincer@gmail.com</a>                     |
| Twi        | Mr. Joseph Eiwuley           | Screened  | Worcester, MA | 508-367-8280 | <a href="mailto:kwasi47@gmail.com">kwasi47@gmail.com</a>                       |
| Ukrainian  | Mr. Felix Margolin           | Certified | Hampshire, MA | 413-210-2880 | <a href="mailto:fmargolin@gmail.com">fmargolin@gmail.com</a>                   |
| Ukrainian  | Mr. Roman Yakub              | Certified | Hampshire, MA | 413-256-4172 | <a href="mailto:ryakub@comcast.net">ryakub@comcast.net</a>                     |
| Urdu       | Mrs. Noreen Hussain          | Screened  | Middlesex, MA | 617-953-5421 | <a href="mailto:araboston@hotmail.com">araboston@hotmail.com</a>               |
| Urdu       | Ms. Sharda Bhatia Ramlackhan | Screened  | Middlesex, MA | 508-397-3277 | <a href="mailto:sharda.ramlackhan@gmail.com">sharda.ramlackhan@gmail.com</a>   |
| Urdu       | Ms. Rani Sarin               | Screened  | Suffolk, MA   | 617-817-3273 | <a href="mailto:ranisarin@gmail.com">ranisarin@gmail.com</a>                   |
| Vietnamese | Mrs. My-Hanh Barrette        | Certified | Norfolk, MA   | 617-281-6073 | <a href="mailto:luumy@hotmail.com">luumy@hotmail.com</a>                       |
| Vietnamese | Ms. Kim-Lan Bloom            | Certified | Worcester, MA | 508-460-1103 | <a href="mailto:chuonglan89@hotmail.com">chuonglan89@hotmail.com</a>           |
| Vietnamese | Ms. Khanh Mendelowitz        | Certified | Norfolk, MA   | 617-959-4212 | <a href="mailto:nkhanh.mendelowitz@gmail.com">nkhanh.mendelowitz@gmail.com</a> |
| Vietnamese | Mrs. Anh Tu Tran             | Certified | Bristol, MA   | 781-267-0766 | <a href="mailto:anhtutran@tmtp.net">anhtutran@tmtp.net</a>                     |
|            |                              |           |               |              |  |

# ADDENDA

RELEVANT SECTIONS OF THE S&P

The Committee for the Administration of Interpreters for the Trial Court  
Administrative Office of the Trial Court

2009



STANDARDS AND PROCEDURES  
OF THE  
OFFICE OF COURT INTERPRETER SERVICES

rights of LEP and DHH individuals engaged as parties or witnesses in legal proceedings in the Trial Court. This role requires an understanding by the court interpreter of the complexities of the tasks to be performed. In these tasks, court interpreters should be guided by the ethical principles and standards promulgated pursuant to G.L. c. 221C and c. 221, § 92A.

- (A) Court interpreters are highly skilled professionals who fulfill an essential role in the administration of justice. As officers of the court, court interpreters help to ensure that LEP and DHH individuals obtain equal access to justice and that court proceedings function effectively.
- (B) Many persons who come before the courts are partially or completely excluded from full participation in the proceedings due to their limited English proficiency or speech and hearing impairments. It is essential that the resulting communication barriers be removed, as much as possible, so that these persons are placed in the same position as similarly situated persons for whom there are no such barriers.
- (C) The Code of Professional Conduct for Court Interpreters of the Trial Court seeks to accomplish the following:
  - (1) ensure meaningful access to court proceedings for LEP and DHH individuals,
  - (2) protect the constitutional rights of LEP and DHH individuals by providing assistance of a court interpreter during court proceedings,
  - (3) ensure due process in all phases of litigation for LEP and DHH individuals,
  - (4) ensure equal protection of the law for LEP and DHH individuals,
  - (5) increase efficiency, quality, and uniformity in handling proceedings that involve court interpreters, and
  - (6) encourage the broadest use of professional court interpreters by all those in need of such services within the Trial Court.

4.02

Applicability. The Code applies to all court interpreters providing interpretation services within any court proceeding in any department or division of the Trial Court. It shall guide and be binding upon all persons, agencies, and organizations that administer, supervise, or deliver interpreting services to the Judiciary. Court interpreters shall use their professional judgment in applying the Code.

The Code defines and governs the practice of court interpretation in the Trial Court and applies to all court interpreters appearing:

- (1) in any proceeding before any Trial Court of the Commonwealth,
- (2) before any attorney in connection with any matter that is brought before a court, and
- (3) in any other activity ordered by the court or conducted under the supervision of a court.

Court interpreters are required to sign a statement agreeing to be bound by the Code for the provision of interpretation services in any court proceeding in the Trial Court. A copy of this statement shall be filed with OCIS.

4.03 Accuracy and Completeness. Court interpreters shall render a complete and accurate interpretation, sight translation, or written translation without altering, omitting, or adding to any utterances, either stated or written, to the best of their skill and ability. Court interpreters shall not explain or otherwise comment upon the utterances they interpret. The obligation to preserve accuracy includes the court interpreter's duty to correct any error of interpretation discovered by the court interpreter during the proceeding.

- (A) Court interpreters have a twofold duty: to ensure that proceedings in English reflect precisely what was said by the LEP or DHH individual, and to place the LEP or DHH individual on equal footing with those who speak or understand English. Thus, a court interpreter is obligated to preserve every element of information contained in a source language communication when it is rendered in the target language.
- (B) Court interpreters must be able to preserve legal equivalence while interpreting. To achieve legal equivalence, court interpreters must interpret the original source material without editing, summarizing, deleting, or adding, while conserving the language level, style, tone, and intent of the speaker. The LEP or DHH individual may request an explanation or clarification, if necessary, through the court interpreter.
- (C) Court interpreters are obligated to apply their best skills and judgment to preserve the meaning of what is said in court, including the style or register of speech. Verbatim, "word for word," or literal oral interpretations are not appropriate when they distort the meaning of the source language. Therefore, every spoken statement, even if it appears non-responsive, obscene, rambling, or incoherent, should be interpreted, including apparent misstatements.

assigned to a Mentor for a period of time that will vary according to the applicant's individual needs and level of expertise. This requirement may be waived by the Manager of Interpreter Services in extraordinary circumstances. Mentors are chosen from experienced court interpreters who express a desire to assist the applicant, and who commit to fulfilling the Mentor Program's mission which is to encourage mentoring as a two-way learning relationship that draws upon the knowledge and experience of seasoned court interpreters.

- (A) Mentors introduce applicants to the Massachusetts Trial Court system. They assist applicants in setting goals, developing learning and problem solving skills, acquiring essential information, and clarifying doubts regarding the professional and ethical standards that guide the role of the court interpreter. Mentors and applicants will follow general guidelines outlined in the Mentor Program's information packet which they will receive prior to the mentoring assignment.
- (B) At the conclusion of the mentoring, Mentors will submit a general assessment of the applicant to OCIS. A copy of this assessment will be added to the Mentor's professional file in order to apply the Mentor's training time towards the continuing education requirements of section 5.04(E).
- (C) OCIS will communicate with judges and key court personnel about ongoing mentoring in their courts to provide an opportunity for applicants to be recognized and assisted through the early stages of their professional progress.

6.06 Continuing Education and Training for Court Interpreters available through OCIS. The AOTC makes available a variety of resources within the Trial Court which help professional court interpreters hone interpreting skills and advance their legal knowledge. OCIS welcomes and promotes collaboration among all court departments in sharing information and training resources. Additional sources for specialized instructors can be found among faculty from area law schools, experienced area court interpreters, and lecturers to national and regional court interpreter and translator associations. In addition, specialized workshops and training will be offered by OCIS. Individual court interpreters may be asked, as necessary, to enroll in such training opportunities.

### **Section 7.00 Compensation of Per Diem Court Interpreters**

7.01 The rates of compensation for court interpreters for DHH individuals are set by

the CJAM pursuant to G.L. c.221, §92A. For all other per diem court interpreters, the rate of compensation is set by the Committee.

- 7.02 Compensable Time shall be calculated beginning at the time the court interpreter arrives at the assigned court and reports to the Court Liaison. A "half day" shall be calculated as time spent up to and including four hours of actual interpreting or the time when the court interpreter is available and waiting to perform actual interpreting. "Full day" means a period of time that is more than four hours. Lunch time shall not be considered in this calculation. If the court interpreter is present at the courthouse for the four-hour period, the court interpreter will receive payment for a half day as long as the court interpreter is available for the full four hour period or is otherwise excused from providing services during that period by OCIS.
- 7.03 Court interpreters who are assigned by OCIS to provide court interpreter services in more than one language on the same day shall be compensated at a rate 25% greater than the standard rate set by the Committee and the CJAM.
- 7.04 When a court interpreter begins another assignment after completing a full day, payment will be made on an hourly basis at rates set by the Committee and the CJAM. For these purposes, the hourly rate will commence after eight (8) hours.
- 7.05 Waiting Time. If, in anticipation of a case being called, a court interpreter scheduled by OCIS is required to wait for the case to commence or to continue, and the court interpreter is available at the court facility, such waiting time shall be compensated as time actually engaged in a legal proceeding. Lunch time shall not be considered waiting time.
- 7.06 Travel Time. In the event that a court interpreter is required to travel to and from an assignment, and such travel in either direction exceeds 25 miles, such travel time in excess of 25 miles either going to or coming from an assignment shall be billed at the rate of one hour's time for each 25 miles traveled in excess of the first 25 miles in each direction. Billing shall be based on the actual odometer reading, and payment shall be at rates set by the Committee and the CJAM. In the event that court interpreters travel to more than one assignment in the day, mileage and travel time calculation shall be based on the accumulated mileage for the day and the court interpreter may bill OCIS for travel time beginning at the point of embarkment.
- 7.07 Mileage and Expenses. Court interpreters shall be reimbursed for mileage and expenses at rates set by the CJAM.

- 7.08 Telephone interpreting. Court interpreters will be compensated for providing telephone interpreting services on an hourly basis at rates set by the Committee and the CJAM, with a one hour minimum payment and payment made for each additional fifteen minute increments, provided that the court interpreter providing the telephone interpreting service is not already being compensated for the time by OCIS. Documented telephone charges will also be reimbursed.
- 7.09 Cancellation rate. Court interpreters will be entitled to payment for a half-day if OCIS cancels the assignment within 24 hours of the designated start time. However, OCIS shall have the right to reassign the court interpreter to another assignment for that time period without additional compensation.

**Section 8.00 Requesting the Services of a Court Interpreter**

- 8.01 Types of Proceeding for which a Court Interpreter Will be Provided.
- (A) The OCIS will schedule and provide court interpreters, upon receipt of a request pursuant to section 8.02, to appear at any and all criminal or civil judicial proceedings, including the institution of such proceedings (e.g., the filing of a complaint and affidavit seeking a restraining order pursuant to G.L. c.209A or other similar proceedings). In emergency situations where written requests are not possible, OCIS will provide court interpreters and will be responsible for compensating court interpreters for providing services upon telephone request. OCIS will be responsible for compensating court interpreters who provide these services when scheduled or assigned by OCIS under these Standards and Procedures. OCIS will give priority to scheduling the following types of proceedings: criminal proceedings; juvenile proceedings, including CHINS, care and protection proceedings, and petitions seeking to dispense with parental consent to adoption under G.L. c. 210, § 3; proceedings under G.L. c. 209A and other proceedings for protection from abuse; civil commitment hearings pursuant to G.L. c. 123; proceedings conducted in the Housing Court; housing cases conducted in the District Court; and proceedings conducted to secure child support payments. In addition, OCIS will schedule and compensate court interpreters for providing services upon request of a Court Liaison for parents, guardians, and other individuals who must understand the court proceeding. A court interpreter who has been sent to a court facility for a particular day or part of a day, and who is not actively interpreting in a court proceeding, shall, upon request, provide interpreting services for other court personnel during the period for which the court interpreter is being compensated by OCIS so long as



subsequent modification will be communicated by telephone as soon as possible, but in any event by the close of business of the preceding day. Court interpreters must notify OCIS immediately if they are unable to fulfill an assignment.

- (G) The completed Request for Interpreter Forms, Preliminary Monthly Schedules and Approved Schedules received from OCIS must be retained by the Court Liaison in a folder labeled Court-Appointed Court Interpreters.
- (H) A copy of the request form shall also be retained in the appropriate case file.
- (I) The Court Liaison must inform OCIS at least 48 hours in advance of any cancellation or rescheduling of a case requiring the previously scheduled assignment of a court interpreter.
- (J) If OCIS has scheduled a court interpreter and confirmed the assignment pursuant to section 8.02(E), the case requiring the court interpreter services should not be heard before the arrival of the court interpreter, unless OCIS has been notified by the court that the court interpreter is no longer needed.

### **Section 9.00 Assigning Court Interpreters**

- 9.01 OCIS will schedule and assign spoken language court interpreters based upon requests from Court Liaisons. Generally, court interpreters will be assigned in the following sequence: first, Qualified Interpreters or Certified Interpreters, and second, Screened Interpreters. If there are no Qualified, Certified or Screened Interpreters available to meet the needs of the requesting court, OCIS may, in such extraordinary circumstances, schedule and assign a court interpreter to provide the needed service or contract with a private agency, including the Language Line, to provide the court interpreter service.
- 9.02 OCIS will develop and maintain lists of Qualified Interpreters, lists of Certified Interpreters, and lists of Screened Interpreters. OCIS, in its discretion, may establish such lists by court, courthouse, area, or region and shall specify whether an individual may be included on multiple lists. OCIS may also, in its discretion, establish and maintain lists according to the type of appointment to be made. For example, OCIS may establish a single list for an "Automatic Morning Coverage" court because that court needs a court interpreter assigned each morning. OCIS

shall publish and make available a listing of all such lists with any and all qualifications for each list. The lists shall be public.

- 9.03 The goal is to assure that all appointments made by OCIS are made on a fair and impartial basis with equal opportunity and access for all Qualified and Certified Interpreters for appointments. OCIS has concluded that the fairest way to accomplish this goal, and at the same time avoid favoritism or the appearance of favoritism, is to create lists of Certified and Qualified Interpreters and then generally make appointments from those lists in rotation or sequential order.
- 9.04 OCIS understands the importance of flexibility in selecting court interpreters based on the particular expertise needed in a given case. In making an appointment, OCIS will consider the experience, expertise, location, and availability of the court interpreter, and the complexity and particular need presented by the court proceeding for which a court interpreter has been requested. Every effort will be made to maintain a consistent assignment of a court interpreter to an on-going trial or proceeding. OCIS may select a court interpreter who is not on the list or who is not next in order on the list in consideration of these factors and will make a brief notation of the reasons for the selection.
- 9.05 Successive Appointments. Each appointment shall be made from the appropriate list maintained pursuant to section 9.01, except as otherwise provided in section 9.04.
- 9.06 Appointment Record. OCIS shall establish and maintain records of all appointments by OCIS of court interpreters. Such records shall contain at a minimum the following: (a) the docket number and the name of the case, (b) the date of the appointment, (c) the name of the appointee, and (d) a notation if the appointment was not made successively from the court's list or if the appointee was a person not on the list.
- 9.07 Language Line and Private Interpreter Agencies. There are occasions when no Qualified, Certified or Screened Interpreter is available. In these extraordinary circumstances, to permit the court proceedings to go forward, the AOTC has entered into contracts with private interpreter agencies, which may be called upon to provide an interpreter for a court proceeding. In addition, OCIS has contracted with Language Line LLC. This company, through its Court Division, provides foreign language interpretation in more than 140 languages by telephone. A speaker phone is preferable, but not necessary to access the service. Language Line may also be used for more common languages when an

emergency arises and no interpreter is available to be sent to the court to handle the matter. OCIS staff will make the arrangements for the court to connect to Language Line and will ensure that the service is provided. Generally, an interpreter can be made available through Language Line in five minutes or less. The cost incurred in using these resources is billed to OCIS and paid from a central account in the same way in which per diem court interpreters are paid.

- 9.08 Interpreters for the Deaf and Hard of Hearing are assigned by the MCDHH in conjunction with OCIS.

**Section 10.00 Duties of the Per Diem Court Interpreter**

10.01 Arrival Procedures:

- (A) Upon his/her arrival at the assigned court, the per diem court interpreter must report to the Court Liaison designated to approve court interpreter assignments and attendance or to the staff court interpreter who has been authorized in writing by OCIS to perform this function. When possible, the per diem court interpreter should notify OCIS if he/she will be late for the assignment and shall notify OCIS if unable to appear. OCIS will then notify the Court Liaison.
- (B) When a time stamp is available, the interpreter's Daily Service Record (DSR) must be stamped upon arrival. If a time stamp is unavailable, the Court Liaison should handwrite and initial the per diem court interpreter's arrival time in the space provided on the DSR. Space is also provided for signing in and out of the morning session for lunch time and for signing in and out of the afternoon session.
- (C) The Court Liaison should ensure that the request for the per diem court interpreter was approved and scheduled by reviewing the Weekly Approved Schedule.
- (D) It is recognized that many courts maintain a scheduling tool such as a log book to monitor the appearances of per diem court interpreters. In such cases, upon his or her arrival, court personnel should record the name and language of the per diem court interpreter in the log book on the date he or she was assigned.

**Section 11.00 Processing Bills/Interpreter Daily Service Records (DSR) for Per Diem Court Interpreter Services**

- 11.01 The completed DSRs and allowed motion(s), if any, attached must be submitted by the per diem court interpreter to OCIS for final review and approval every two weeks. DSRs submitted more than 60 days after the date of service may not be processed by OCIS.
- 11.02 Separate DSRs must be completed for each court serviced. However, all travel for a given day should be recorded and submitted on the DSR for the last court where services were provided that day.
- 11.03 The DSR must include the following: (1) the name and address of per diem court interpreter, (2) his or her social security number, (3) date of service, (4) the language, (5) whether the per diem court interpreter is qualified, certified, or screened, (6) the court where the service was provided, (7) the name of the requesting judge whenever applicable, (8) the name(s) and docket number(s) of the proceeding(s), (9) the interpreting hours, waiting hours, and total hours (excluding lunch time), (10) indication of full day or half day service, (11) the travel time and mileage or transportation expenses (for tolls a receipt must be attached), (12) authorized signature for service confirmation, and (13) the per diem court interpreter's signature and date.
- 11.04 Upon receipt of the DSRs, OCIS processes them in the following manner: they are grouped by per diem court interpreter and arranged chronologically and a payment voucher is prepared and attached for each per diem court interpreter/vendor. The DSRs are reviewed for any errors or missing information. Any mathematical miscalculations are corrected. DSRs that are missing required information are not processed and may be returned to the per diem court interpreter.
- 11.05 The individual DSRs are verified by cross referencing with the schedule and assignment of the per diem court interpreters to be sure that the bills that are submitted are in fact for services ordered by OCIS. Any service billed that has not been ordered will generally not be approved for payment.
- 11.06 Because the Massachusetts Management Accounting and Reporting System (MMARS) governs the payment process for all Trial Court expenditures, a MMARS Payment Voucher must also be prepared for all per diem court interpreters.

- 11.07 The payment voucher with the accompanying DSRs must be approved for payment by the Manager of Interpreter Services.
- 11.08 A summary sheet of what OCIS has approved and processed for payment will be sent to each per diem court interpreter.

**Section 12.00 Removal of a Court Interpreter from an OCIS List**

- 12.01 Removal from an OCIS list of Court Interpreters upon request.
- (A) All requests for the removal of an individual from an OCIS list shall be in writing and addressed to the Manager of Interpreter Services. The Manager of Interpreter Services may initiate such requests as well. Such requests shall specify which of the following grounds for removal are alleged:
- (1) failing to follow the standards prescribed by law and the ethics of the interpreter profession,
  - (2) gross incompetence,
  - (3) violation of Section 4, the Code of Professional Conduct for Court Interpreters of the Trial Court,
  - (4) violation of any other judicial department policies or procedures, or
  - (5) consistent and repeated failure to be available for assignments by OCIS.
- (B) If the request for removal raises serious concerns as to the individual's qualifications or suitability to perform the duties and/or functions of a court interpreter, OCIS shall have the discretion to temporarily suspend the court interpreter from one or more of the OCIS lists. OCIS may remove the temporary suspension at any time during the review of a request for removal.
- (C) OCIS shall send a copy of the request to the individual whose removal is sought along with a notice indicating that the individual may file a written response, addressed to OCIS, within thirty days.
- (D) Thereafter, OCIS shall determine if an investigation should be conducted into the facts and circumstances that form the basis for the request. If an investigation is not needed because the facts are not in dispute, OCIS shall make a recommendation in writing to the CJAM that the individual should be removed from one or more of the OCIS lists, that a lesser

sanction should be imposed, or that no action should be taken on the request for removal. Lesser sanctions shall include, but are not limited to, suspension from the list for a specific period of time, suspension until the court interpreter successfully completes prescribed training, or restrictions on the types of judicial proceedings to which the court interpreter may be assigned. If an investigation is necessary, OCIS shall appoint an individual to conduct an investigation.

- (E) The investigator so selected under paragraph (D) shall conduct a complete and full investigation into the facts and circumstances that provide the basis for the request for removal and shall report in writing the results of the investigation.
- (F) The investigator's report shall be submitted to OCIS and a copy shall be forwarded to the individual whose removal is sought. OCIS shall afford to the individual whose removal is sought an opportunity to submit a written memorandum or argument. OCIS may, in its discretion, meet with the requesting party and/or the individual whose removal is sought and such others as OCIS deems appropriate or conduct a hearing at which the interested parties may be heard. Based upon the investigator's report and such other documentation as OCIS has obtained, OCIS shall determine whether to recommend that the individual be removed from one or more of the lists, that a lesser sanction be imposed, or that no further action is required. If the decision is that removal or a lesser sanction is not necessary, a copy of the decision shall be forwarded to the individual whose removal was sought, and to the requesting party.
- (G) If OCIS decides to recommend the removal of the individual from the list or a lesser sanction, OCIS shall report in writing the recommendation and the basis for the recommendation and forward it, along with a copy of the investigator's report and such other documentation as has been submitted, to the CJAM. A copy of the recommendation shall also be forwarded to the individual whose removal is sought.
- (H) The CJAM shall consider the recommendation submitted by OCIS and shall, within sixty days, either accept or reject the recommendation. That decision shall be final. A copy of the CJAM's decision shall be sent to the requesting party and the individual whose removal is sought.
- (I) Any report prepared by an investigator under subsection (D), any written response prepared under subsection (C), any written recommendation

submitted pursuant to subsections (D), (F), or (G), any written memorandum or argument submitted under subsection (F), and any hearing conducted under subsection (F) shall be considered to be confidential and shall not be open to the requesting party or the public.

- 12.02 Minimum Hours of Service. To maintain certification, court interpreters shall commit to providing a minimum of 200 hours of services to the Trial Court per fiscal year, if requested, unless otherwise waived by the Manager of Interpreter Services. Failure to comply can result in the removal from the list of Certified Interpreters.

### **Section 13.00 Reports and Statistics**

- 13.01 OCIS will collect and aggregate data concerning the deployment of court interpreters in court proceedings.
- 13.02 All staff court interpreters employed by OCIS or by any court department must submit Weekly Service Records which must include the following: (1) the name of the court interpreter, (2) the dates of service covered, (3) the language, (4) the court(s) where the service was provided, (5) the name(s) and docket number(s) of the proceeding(s), (6) the name of the requesting judge whenever applicable, and (7) the court interpreter's signature and date submitted. Payroll cannot be approved and processed unless such a Weekly Service Record is submitted in a timely fashion.
- 13.03 OCIS will produce statistical reports on a monthly basis that reflect the need for and the deployment of court interpreters in court proceedings. Those reports will reflect the need for court interpreters by court department, by court division, by geographic region, and by language. The reports will also reflect the cost of providing court interpreter services (both the absolute cost and the cost of providing per diem court interpreters) by court department, by court division, by geographic region, and by language. These reports will differentiate between the cost of court interpreter services and the cost for travel time and travel expenses.

### **Section 14.00 Interpreter Services in Judicial Proceedings**

- 14.01 Interpreter's Oath. Each interpreter engaged in court proceedings shall swear or affirm that he or she will make true and impartial interpretation using his or her best skill and judgment in accordance with the standards prescribed by law and the ethics of the interpreter profession. *See* Section 4.03 (I). The court interpreter shall be sworn at the beginning of the proceeding or at the beginning