

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT
C.A. NO. SUCV2016-00969

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.

**THE TRIAL COURT'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND IN
THE ALTERNATIVE, MOTION TO STRIKE CLASS ALLEGATIONS**

The defendant, the Trial Court, moves for partial summary judgment pursuant to Mass. R. Civ. P. 56 and Superior Court Rule 9A(b)(5)(vi) on issues the resolution of which would save trial time, simplify the trial and promote resolution of the case. This putative class action for breach of contract arises from complaints made by independent contractors who provide translation and interpreter services to the Massachusetts Trial Court on a per diem basis. Plaintiffs are five current or former per diem court interpreters as well as the Massachusetts Association of Court Interpreters, Inc. ("MACI"), a professional organization that works to advance the interests of court interpreters in Massachusetts. In their Substituted Amended Complaint, Plaintiffs allege that the Standards & Procedures ("S&P") of the Trial Court's Office of Court Interpreter Services ("OCIS") constitutes a contract, and that the Trial Court breached this purported contract in various ways regarding interpreter assignments and the calculation of

compensable time. Plaintiffs bring a single cause of action for breach of contract against the Trial Court on behalf of themselves and a putative class consisting of both certified and screened court interpreters whose rights under the S&P have been violated. Although the Trial Court disputes the claim in its entirety, the Trial Court moves for partial summary judgment on two specific issues that, if resolved in the Trial Court's favor, would limit the scope of the trial to the claims of five individual plaintiffs, rather than the claims of an unspecified larger number of court interpreters.

First, the class claims must be dismissed because the proposed class does not meet the requirements of Rule 23, and Plaintiffs have adduced no evidence through discovery to show otherwise. Plaintiffs cannot show that they satisfy the Rule 23(a) requirements of numerosity, commonality, typicality, or adequacy of representation. Plaintiffs also cannot meet their burden under Rule 23(b) to show that questions of law or fact common to the class members predominate over questions affecting only individual members, and that a class action is superior to other available methods for adjudication.

Second, plaintiff MACI has no standing to bring its claims and must be dismissed from the action. MACI is not a party to any agreement with the Trial Court and therefore has no standing on its own behalf to pursue a contract claim. Nor does MACI have associational standing to seek relief on behalf of its members. A required element of associational standing is that the association must be able to litigate the claim without involvement of individual members. Here, MACI cannot litigate its contract claim without involving MACI members in proving the existence and breach of an agreement with the Trial Court.

For the foregoing reasons, and for those set forth in the accompanying memorandum of law, the Trial Court respectfully requests that this Court (1) dismiss the class claims against the

Trial Court, or in the alternative, strike the class allegations from the Substituted Amended Complaint, and (2) dismiss the claims asserted by MACI for lack of standing.

Respectfully submitted,

THE TRIAL COURT

By its Attorneys,

MAURA HEALEY,
ATTORNEY GENERAL

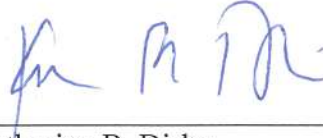


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Date: July 15, 2019

SUPERIOR COURT RULE 9C CERTIFICATE OF COMPLIANCE

I, Katherine Dirks, counsel for the defendant, hereby certify that on July 15, 2019, I had a telephone conference with Alan Rom, counsel for Plaintiffs, pursuant to Superior Court Rule 9C(a). The parties attempted to narrow or resolve the dispute that is the subject of the instant motion but were unable to do so.



Katherine B. Dirks
Assistant Attorney General