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December 30, 2016

Civil Clerk
Suffolk County Superior Court
Suffolk County Courthouse, 12th Floor
3 Pemberton Square
Boston, MA 02108

Re: Mass. Assoc. of Court Interpreters, Inc. et al. v. Lewis "Harry" Spence et al.;
Suffolk Superior Court Case No. 2016-00969

Dear Sir/Madam:

Enclosed please find for filing and docketing in the above-entitled action:

1. Defendants' Answer to Plaintiffs' Amended Complaint

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Nicholas W. Rose".

Nicholas W. Rose, Ext. 2081
Assistant Attorney General

Enclosures

cc: Alan Jay Rom, Esq.



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.

LEWIS "HARRY" SPENCE, in his capacity
as Administrator of the Trial Court, and his
successors in office, MARIA FOURNIER, in
her capacity as the Director of the Support
Services Department of the Trial Court Office
of Court Management and the Office of Court
Interpreter Services Coordinator for the
Administrative Office of the Trial Court, and
her successors in office, and BRUCE
SAWAYER, in his capacity as Manager of
Accounting of the Fiscal Affairs Department
of the Trial Court, and his successors in office,

Defendants,

**DEFENDANTS' ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT**

Defendants Lewis "Harry" Spence, Maria Fournier, and Bruce Sawayer, in their
official capacities as employees of the Trial Court (referred to herein as "Defendant" or
"Trial Court"), hereby respond to Plaintiffs' Amended Complaint as follows:¹

¹ In answering the Complaint, Defendants Spence, Fournier, and Sawayer do not waive
any immunities against suit and liability and do not admit that they are properly sued, in

The opening unnumbered paragraphs are introductory and no response is required. To the extent a response is deemed to be required, Defendant denies the allegations contained in the opening paragraphs.

PARTIES

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 and, therefore, neither admits nor denies such allegations.
2. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 and, therefore, neither admits nor denies such allegations.
3. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 and, therefore, neither admits nor denies such allegations.
4. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 and, therefore, neither admits nor denies such allegations.
5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 and, therefore, neither admits nor denies such allegations.
6. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 and, therefore, neither admits nor denies such allegations.

any capacity, for any of the claims asserted by Plaintiffs.

CLASS ACTION ALLEGATIONS

7. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 and, therefore, neither admits nor denies such allegations.²
8. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 and, therefore, neither admits nor denies such allegations.³
9. Paragraph 9 states a legal conclusion to which no response is required. To the extent a response is required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 and, therefore, neither admits nor denies such allegations.
10. Paragraph 10 states a legal conclusion to which no response is required. To the extent a response is required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 and, therefore, neither admits nor denies such allegations.
11. Paragraph 11 states a legal conclusion to which no response is required. To the extent a response is required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 11 and, therefore, neither admits nor denies such allegations.

² The allegations in footnote 3 state a legal conclusion to which no response is required. To the extent a response is required, the statutes and communications referenced therein speak for themselves. Defendant further states that the allegations in footnote 3 relate solely to causes of action that have been dismissed, and, therefore, no response is required.

³ With respect to the allegations in footnote 4, the S&P speaks for itself.

12. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 12 and, therefore, neither admits nor denies such allegations.
13. Paragraph 13 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 13.
14. Paragraph 14 states a legal conclusion to which no response is required.
15. Paragraph 15 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 15.
16. Paragraph 16 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 16.
17. Paragraph 17 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 17.
18. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 18 and, therefore, neither admits nor denies such allegations.
19. Paragraph 19 states a legal conclusion to which no response is required. To the extent a response is required, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 and, therefore, neither admits nor denies such allegations.
20. Paragraph 20 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 20.

DEFENDANTS

21. Defendant admits the allegations in the first two sentences of paragraph 21. With respect to the allegations in the third sentence of paragraph 21, Plaintiffs do not specify what year these allegations relate to. Thus, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations in the third sentence of paragraph 21 and, therefore, neither admits nor denies such allegations. With respect to the allegations in the fourth sentence of paragraph 21, Defendant admits that the Court Administrator, in consultation with the Chief Justice of the Trial Court, is responsible for the general superintendence of the administration of the Massachusetts Trial Court. With respect to the allegations in the fifth sentence of paragraph 21, Defendant admits that the Court Administrator supervises, among other things, the Office of Court Interpreter Services. Defendant further states that G. L. c. 221C, § 7(a) governs the composition of the Committee for the Administration of Interpreters for the Trial Court ("CAI") and that statute speaks for itself. Defendant denies the remaining allegations in paragraph 21.

22. With respect to the allegations in the first sentence of paragraph 22, Defendant admits Maria Fournier is the Director of Support Services, Defendant denies the remaining allegations in the first sentence. The statute referenced in the second sentence of paragraph 22 speaks for itself. Defendant is unclear what specifically plaintiffs are referring to in the third and fourth sentences of paragraph 22, and, therefore, neither admits nor denies these allegations. Defendant admits that there is a direct correlation between accurate interpretation and a fair legal process for

LEP litigants. In the fifth sentence of paragraph 22, Defendant admits that OCIS recruits, trains, certifies and provides spoken language interpreters to all departments of the Trial Court to provide interpretation services; Defendant denies the remaining allegations in this sentence. Defendant admits the allegations in the sixth sentence of paragraph 22. Defendant denies the allegations in the seventh sentence of paragraph 22. By way of further answer, Defendant states that the Support Services Department does not provide the Court System's Video Conferencing program.

23. Defendant admits the allegations in the first sentence of paragraph 23. The allegations in the second and third sentences of paragraph 23 state a legal conclusion to which no response is required. To the extent a response is required, Defendant denies these allegations. Defendant denies the allegations in the fourth sentence of paragraph 23.

JURISDICTION AND VENUE

24. Paragraph 24 states a legal conclusion to which no response is required.
25. Paragraph 25 states a legal conclusion to which no response is required.

FACTS

26. Defendant admits the allegations in the first sentence of paragraph 26. The statute referenced in the second sentence of paragraph 26 speaks for itself. With respect to the allegations in the third sentence of paragraph 26, Defendant admits that there is a direct correlation between accurate interpretation and a fair legal process for LEP litigants. With respect to the allegations in the fourth sentence of paragraph 26, the relevant statute and the Standards and Procedures of the Office

of Court Interpreters Services (“S&P”) speak for themselves. With respect to the allegations in the fifth sentence of paragraph 26, Defendant admits that court interpreter services are available to Limited English Proficient (“LEP”) individuals involved in legal proceedings and that LEP individuals are not charged a fee for the use of interpreter services. Defendant denies any remaining allegations in paragraph 26.

27. Defendant denies the allegations in the first sentence of paragraph 27. Defendant denies the allegations in the second sentence of paragraph 27. By way of further answer, Defendant states that OCIS is the sole public accrediting authority for spoken language court interpreters in Massachusetts. Defendant denies the allegations in the third sentence of paragraph 27. By way of further answer, Defendant states that OCIS, pursuant to statutory requirements, maintains a list “of persons who have been certified and qualified and periodically communicate[s] this information to the several departments and divisions of the trial court.” G. L. c. 221, § 7(e)(2). Defendant admits the allegations in the fourth sentence of paragraph 27.

28. The allegations in paragraph 28 state a legal conclusion to which no response is required. To the extent a response is required, Defendant states that any federal or Massachusetts statutes governing the provision of interpreter services speak for themselves. Defendant further states that the Language Access Plan (“LAP”) speaks for itself. Defendant denies any allegations in paragraph 28 inconsistent with these statutes and the LAP.

29. With respect to the allegations in paragraph 29, the LAP speaks for itself.

30. With respect to the allegations in the first sentence of paragraph 30, the court system's records speak for themselves. With respect to the allegations in the second sentence of paragraph 30, the number of LEP Massachusetts residents participating in court matters speaks for itself. Defendant denies any characterizations contained within the allegations in the second sentence of paragraph 30.
31. With respect to the allegations in paragraph 31, the court records speak for themselves.⁴
32. With respect to the allegations in paragraph 32, the LAP speaks for itself. Defendant denies that the number of interpreters stated in paragraph 32 is accurate as of the date of this answer.⁵
33. Paragraph 33 states conclusions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 33.
34. Defendant admits that it has used various approaches to providing court interpreters, but denies the misleading implications in the first and second sentences in paragraph 34. Defendant admits the allegations in the third, fourth, fifth and sixth sentences of paragraph 34. Defendant admits that the JLC began to enlist more interpreters, but denies the misleading implications of the seventh sentence of paragraph 34. Defendant states that the statute referenced in the

⁴ With respect to the allegations in footnote 5, the court records speak for themselves.

⁵ Defendant denies the allegations in footnote 6. By way of further answer, Defendant states that when three court interpreters were originally hired, two were classified as employees of the Lawrence Division of the District Court Department, and one as an employee of the Roxbury Division of the Boston Municipal Court Department. Two of these employees were transferred to OCIS on July 26, 2015 and the other employee was transferred to OCIS on August 23, 2015.

eighth sentence in paragraph 34 speaks for itself. Defendant denies any remaining allegations in paragraph 34.

35. The first three sentences of paragraph 35 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in the first three sentences of paragraph 35. Defendant denies the allegations in the fourth and fifth sentences of paragraph 35. With respect to the allegations in the sixth sentence of paragraph 35, Defendant is unable to determine exactly what Plaintiffs are alleging and, therefore, neither admits nor denies the allegations in the sixth sentence of paragraph 35.
36. The first sentence of paragraph 36 states a conclusion of law to which no response is required. Defendant admits that all interpreters must comply with the Commonwealth's Conflict of Interest Statute and complete the online training administered by the State Ethics Commission. Defendant denies the remaining allegations in the second sentence of paragraph 36.
37. Defendant denies the allegations in the first sentence of paragraph 37. Defendant denies the allegations in the second sentence of paragraph 37 and the chart that follows the second sentence.⁶ With respect to the allegations in the third sentence of paragraph 37, Defendant admits that the roster of *per diem* court interpreters provide interpreting services in a variety of different languages.⁷

⁶ Defendant denies the allegations in footnote 7. By way of further answer, Defendant states that six *per diem* court interpreters are certified in Russian and of those six *per diem* court interpreters, one is also certified in Armenian, one is also certified in Polish, and two are also certified in Ukrainian.

⁷ Defendant admits that *per diem* court interpreters have performed interpreting services using some of the languages identified in this footnote; Defendant denies any remaining allegations in this footnote.

38. Defendant denies the allegations in the first sentence of paragraph 38. With respect to the allegations in the second sentence of paragraph 38, Defendant admits that a *per diem* court interpreter's availability does not ensure that they will be assigned work. Defendant denies the remaining allegations in the second sentence of paragraph 38.
39. Defendant is without knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 39, and, therefore, neither admits nor denies these allegations.⁸
40. Defendant admits the allegation in the first sentence of paragraph 40. Defendant denies the allegations in the second sentence of paragraph 40. With respect to the allegations in the third sentence of paragraph 40, Defendant admits that if OCIS cancels an assignment with more than 24 hours' notice, the *per diem* court interpreter is not paid. Defendant is without knowledge or information sufficient to form a belief about the truth of the remaining allegations in the third sentence of paragraph 40, and, therefore, neither admits nor denies these allegations. Defendant denies the allegations in the fourth sentence of paragraph 40.
41. With respect to the allegations in the first sentence of paragraph 41, Memo 10 speaks for itself. With respect to the allegations in the second sentence of paragraph 41, the S&P speaks for itself regarding how *per diem* court interpreters are paid in Massachusetts. Defendant is without knowledge or information sufficient to form a belief about the truth of the remaining allegations in the second sentence of paragraph 41, and, therefore, neither admits nor denies these

⁸ Defendant denies the allegation in footnote 9.

allegations. The third sentence of paragraph 41 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies these allegations. Defendant denies the allegations in the fourth and fifth sentences of paragraph 41.⁹ Defendant is without sufficient knowledge or information to form a belief about the truth of the allegations in the sixth and seventh sentences of paragraph 41 and, therefore, neither admits nor denies these allegations. The eighth sentence of paragraph 41 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in the eighth sentence of paragraph 41.

42. With respect to the allegations in the first sentence of paragraph 42, the S&P speaks for itself. With respect to the allegations in the second sentence of paragraph 42, Defendant admits that a *per diem* court interpreter is generally only compensated at a rate 25% greater than the standard rate set by the Committee and the CJAM if that *per diem* court interpreter performs translation services in more than one language on the same day.
43. With respect to the allegations in paragraph 43, Defendant admits that staff court interpreters are union employees and, therefore, receive pay increases as required by the negotiated Collective Bargaining Agreement. Defendant admits that the current Collective Bargaining Agreement covering staff court interpreters provides for semi-annual 1.5% salary adjustments.
44. With respect to the allegations in the first sentence of paragraph 44, Defendant admits that *per diem* certified court interpreters are not employees and, therefore,

⁹ Defendant denies the allegations in footnote 10.

do not receive the same benefits as staff court interpreters. Defendant is without knowledge or information sufficient to form a belief about the remaining allegations in the first sentence of paragraph 44, and, therefore, neither admits nor denies these allegations. With respect to the allegations in the second sentence of paragraph 44, Defendant admits that *per diem* court interpreters last received a pay increase in 2007,¹⁰ but deny that these *per diem* court interpreters have had no adjustment to the components of their compensation in eight years.

45. Paragraph 45 states a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 45.

46. Defendant states that the allegations in paragraph 46 relate solely to causes of action that have been dismissed, and, therefore, no response is required. To the extent a response is required, the allegations in paragraph 46 are denied.

47. With respect to the allegations in the first sentence of paragraph 47, the S&P speaks for itself. Defendant denies the allegations in the second and third sentences of paragraph 47. The allegations in the fourth sentence of paragraph 47 state a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in the fourth sentence of paragraph 47. With respect to the allegations in the fifth sentence of paragraph 47, Defendant admits that the hourly compensation rate for travel time for *per diem* court interpreters has been \$10.00 per hour since February 17, 2009. Defendant

¹⁰ With respect to the allegations in footnote 11, Defendant admits that the pay rates paid prior to January 1, 2007 were \$160 per half day and \$250 per full day for certified *per diem* court interpreters. With respect to the remaining allegations in footnote 11, Defendant is without knowledge or information sufficient to form a belief about the truth of these allegations, and, therefore, neither admits nor denies such allegations.

- denies the remaining allegations in the fifth sentence of paragraph 47. Defendant denies the allegations in the sixth sentence of paragraph 47.
48. Defendant denies the allegations in paragraph 48.
49. The allegations in the first sentence of paragraph 49 state a legal conclusion to which no response is required. To the extent a response is required, Defendant is without knowledge or information sufficient to form a belief about the truth of these allegations and, therefore, neither admits nor denies such allegations. With respect to the allegations in the second sentence of paragraph 49, Defendant states that the documents governing *per diem* interpreters' pay speak for themselves.
50. Defendant denies the allegations in the first sentence in paragraph 50. With respect to the allegations in the second sentence of paragraph 50, Defendant admits that staff court interpreters are union employees and, therefore, receive pay increases as required by the negotiated Collective Bargaining Agreement. Defendant denies the remaining allegations in the second sentence of paragraph 50. Defendant denies the allegations in the third sentence of paragraph 50.
51. Defendant states the allegations in the first and second sentence of paragraph 51 solely relate to causes of actions that were dismissed, and, therefore, no response is required. To the extent a response is required, Defendant denies these allegations. Defendant is without knowledge or information sufficient to form a belief about the truth of the allegations in the third sentence of paragraph 51, and, therefore, neither admits nor denies these allegations.
52. With respect to the allegations in paragraph 52, the S&P speaks for itself.
53. Defendant denies the allegations in paragraph 53.

54. The allegations in paragraph 54 relate solely to a cause of action that has been dismissed, and, therefore, no response is required. To the extent a response is required, Defendant admits that *per diem* court interpreters are not employees and, therefore, do not receive the same benefits as staff court interpreters.
55. Defendant denies the allegations in the first sentence of paragraph 55. By way of further answer, Defendant states that the Trial Court's Operating Appropriations for Fiscal Year 2014 were \$585,472,478.00. With respect to the allegations in the second sentence of paragraph 55, Defendant is unclear on what specifically Plaintiffs are referring to, and, therefore, neither admits nor denies these allegations. With respect to the third sentence of paragraph 55, the document referenced speaks for itself.¹¹ With respect to the allegations in the fourth sentence of paragraph 55, the ratio speaks for itself. With respect to the allegations in the fifth sentence of paragraph 55, the referenced document speaks for itself. Defendant denies the allegations in the sixth sentence of paragraph 55. By way of further answer, Defendant states that *per diem* court interpreters were paid \$4,500,716.90 in Fiscal Year 2014. Defendant denies the allegations in the seventh sentence of paragraph 55. By way of further answer, Defendant states that the average salary of the twenty-seven (27) staff court interpreters in Fiscal Year 2014 was \$81,594.00. With respect to the allegations in the eighth sentence of paragraph 55, this cost speaks for itself. Defendant is unclear on what specifically plaintiffs are referring to in the ninth, tenth, and eleventh sentences of paragraph 55, and, therefore, neither admits nor denies these allegations.

¹¹ With respect to the allegations in footnote 12, Executive Office Transmittal 14-12 speaks for itself.

56. With respect to the allegations in paragraph 56, Defendant admits that there are staff court interpreters that receive an annual salary of about \$85,000.00.

Defendant denies the remaining allegations in paragraph 56.

57. The allegations in paragraph 57 relate solely to a cause of action that has been dismissed, and, therefore, no response is required. To the extent a response is required, Defendant admits that *per diem* court interpreters are not employees and, therefore, do not receive the same benefits as staff court interpreters.

Defendant denies the remaining allegations in paragraph 57.

58. With respect to the allegations in paragraph 58, Plaintiffs' affidavits speak for themselves. Defendant denies the allegations in paragraph 58.

59. Defendant denies the allegations in the first sentence of paragraph 59. With respect to the allegations in the second sentence of paragraph 59, Defendant admits that Language Line may be used to provide interpreting services when an in-person court interpreter is unavailable to provide interpreting services.

Defendant denies the remaining allegations in the second sentence of paragraph

59. The third and fourth sentences in paragraph 59 state conclusions of law to which no response is required. To the extent a response is required, Defendant

denies these allegations. With respect to the allegations in the fifth sentence of

paragraph 59, Defendant admits that Language Line may be used to provide

interpreting services when an in-person court interpreter is unavailable to provide

such interpreting services. Defendant denies the remainder of the allegations in

the fifth sentence of paragraph 59.

60. With respect to the allegations in paragraph 60, Defendant admits that OCIS provides staff court interpreters with interpreting support equipment such as wireless microphones and headsets, and does not provide per diem court interpreters with such equipment or place such equipment in courtrooms. Defendant denies the remaining allegations in paragraph 60.

CAUSES OF ACTION

COUNT I – Violation of G.L. c. 149, § 148B

- 61. This cause of action has been dismissed, and, therefore, no response is required.
- 62. This cause of action has been dismissed, and, therefore, no response is required.
- 63. This cause of action has been dismissed, and, therefore, no response is required.
- 64. This cause of action has been dismissed, and, therefore, no response is required.
- 65. This cause of action has been dismissed, and, therefore, no response is required.
- 66. This cause of action has been dismissed, and, therefore, no response is required.

COUNT II – Violation of Fair Labor Standards Act

- 67. This cause of action has been dismissed, and, therefore, no response is required.
- 68. This cause of action has been dismissed, and, therefore, no response is required.
- 69. This cause of action has been dismissed, and, therefore, no response is required.
- 70. This cause of action has been dismissed, and, therefore, no response is required.
- 71. This cause of action has been dismissed, and, therefore, no response is required.

COUNT III – Standards and Procedures Constitutes a Contract

- 72. Paragraphs 1 through 72 of this Answer are incorporated herein as if restated.
- 73. With respect to the allegations in paragraph 73, the S&P and any related forms speak for themselves.

74. The allegations in paragraph 74 state a legal conclusion to which no response is required.

75. The allegations in paragraph 75 state a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 75.

COUNT IV – S&P in Violation of Federal Law

76. This cause of action has been dismissed, and, therefore, no response is required.

77. This cause of action has been dismissed, and, therefore, no response is required.

COUNT V – Unjust Enrichment

78. Paragraphs 1 through 77 of this Answer are incorporated herein as if restated.

79. The allegations in paragraph 79 state a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 79.

COUNT VI – Quantum Meruit

80. Paragraphs 1 through 79 of this Answer are incorporated herein as if restated.

81. The allegations in paragraph 81 state a legal conclusion to which no response is required. To the extent a response is required, Defendant denies the allegations in paragraph 81.

COUNT VII - Retaliation

82. This cause of action has been dismissed, and, therefore, no response is required.

83. This cause of action has been dismissed, and, therefore, no response is required.

84. This cause of action has been dismissed, and, therefore, no response is required.

COUNT VIII - Retaliation

85. This cause of action has been dismissed, and, therefore, no response is required.
86. This cause of action has been dismissed, and, therefore, no response is required.
87. This cause of action has been dismissed, and, therefore, no response is required.
88. This cause of action has been dismissed, and, therefore, no response is required.
89. This cause of action has been dismissed, and, therefore, no response is required.
90. This cause of action has been dismissed, and, therefore, no response is required.
91. This cause of action has been dismissed, and, therefore, no response is required.
92. This cause of action has been dismissed, and, therefore, no response is required.
93. This cause of action has been dismissed, and, therefore, no response is required.
94. This cause of action has been dismissed, and, therefore, no response is required.

COUNT IX – Contract – S&P Violation

95. This cause of action has been dismissed, and, therefore, no response is required.
96. This cause of action has been dismissed, and, therefore, no response is required.
97. This cause of action has been dismissed, and, therefore, no response is required.

COUNT X - Retaliation

98. This cause of action has been dismissed, and, therefore, no response is required.
99. This cause of action has been dismissed, and, therefore, no response is required.
100. This cause of action has been dismissed, and, therefore, no response is required.

To the extent any allegations have not been admitted or denied, they are hereby denied.

AFFIRMATIVE DEFENSES

First. Plaintiffs have failed to state a claim upon which relief may be granted in accordance with R. Civ. P. 12.

Second. Plaintiffs' claims, or some of them, are barred by the doctrine of sovereign immunity.

Third. The claims arising out of the subject matter of the transactions and occurrences alleged are barred by immunities and privileges including the doctrines of qualified immunity, good faith immunity, conditional immunity, absolute immunity, the immunities of the actors, and the privileges of the actors and the immunities and privileges of the Trial Court.

Fourth. Plaintiffs have failed to name the proper parties for any of their asserted claims, including the limited claims that remain after the court granted, in part, Defendant's motion to dismiss.

Fifth. Plaintiffs' claims fail to the extent that no contract existed between any of the named parties; between Plaintiffs and the Trial Court; and between Plaintiffs and any parties employed by the Trial Court.

Sixth. Plaintiffs' claims are barred to the extent that no person authorized to contract for or otherwise bind the Trial Court agreed with Plaintiffs to perform any of the acts alleged in relief or pay any amounts alleged to be owing.

Seventh. Plaintiffs' claims are barred to the extent they failed to comply with the provisions of the various documents they rely upon in their Complaint.

Eighth. Plaintiff's claims are barred to the extent the acts or omissions alleged are the result of mistake, misrepresentation, or other falsity.

Ninth. Any claims for costs, interest, and attorney's fees are barred.

Tenth. To the extent Plaintiffs failed to mitigate their damages, this would bar, in whole or in part, their claims arising out of the subject matter of the transactions and occurrences alleged.

Eleventh. Plaintiffs' claims, or some of them, are barred by the doctrines of payment, release, waiver, accord & satisfaction, and laches.

Twelfth. Plaintiffs' claims are barred to the extent they are subject to administrative or other remedies that have not been exhausted and Plaintiffs have failed to give proper and timely notice of their claims.

Thirteenth. Plaintiffs' claims, or portions of their claims, are barred to the extent they do not comply with the relevant statutes of limitations.

Fourteenth. Plaintiffs' claims for declaratory relief are barred, whether against the named defendants or against the Trial Court.

Fifteenth. This suit cannot be maintained as a class action to the extent (1) common issues of law or fact do not predominate; (2) a class action is not superior to other available methods for the fair and efficient adjudication of the controversy; (3) the putative class is not so numerous that joinder of class members is impracticable; (4) there are not questions of law or fact common to the class; (5) the claims or defenses of the class representatives are not typical of the putative class; and (6) the class representatives will not fairly and adequately protect the interests of the class; (7) Defendant has not acted or refused to act on grounds generally applicable to the putative class; (8) the prosecution of separate actions does not risk inconsistent adjudications that would establish incompatible standards of conduct for the Defendant, nor risk adjudications with respect to individual class members that would be dispositive of the interests of other members.

Sixteenth. Plaintiffs' claims are barred to the extent the named plaintiffs do not have standing to pursue any of the claims of this lawsuit.

Seventeenth. The Defendant gives notice that it intends to rely upon such other and further defenses as may become available or apparent during discovery proceedings in this action and hereby reserves the right to amend its Answer and to assert any such defense by appropriate motion.

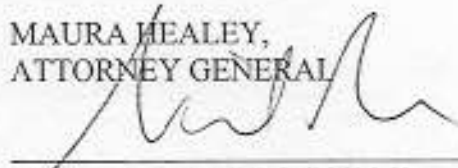
DEFENDANT DEMANDS A TRIAL BY JURY ON ALL ISSUES TRIABLE OF RIGHT BY A JURY.

Respectfully submitted,

LEWIS "HARRY" SPENCE in his official capacity; MARIA FOURNIER in her official capacity; and BRUCE SAWAYER in his official capacity¹²

By their Attorneys,

MAURA HEALEY,
ATTORNEY GENERAL



Janna J. Hansen, BBO #662063
Nicholas W. Rose, BBO #670421
Assistant Attorneys General
Government Bureau/Trial Division
One Ashburton Place
Boston, MA 02108

Date: December 30, 2016

¹² In answering the Complaint, Defendants Spence, Fournier, and Sawayer do not waive any immunities against suit and liability and do not admit that they are properly sued, in any capacity, for any of the claims asserted by Plaintiffs.

CERTIFICATE OF SERVICE

I hereby certify that I have this day, December 30, 2016, served the foregoing document, upon all parties, by mailing a copy, first class, postage prepaid to:

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



Nicholas W. Rose
Assistant Attorney General