

EXHIBIT E

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' OPPOSITION TO PLAINTIFFS' MOTION TO SUBSTITUTE PARTY
DEFENDANTS AND TO RE-DEFINE THE CLASS**

Defendants Lewis "Harry" Spence, Maria Fournier, and Bruce Sawyer (collectively
"Defendants") oppose Plaintiffs' Motion to Substitute Party Defendants and to Re-Define the
Class. Plaintiffs seek to substitute certain new officials employed by the Massachusetts Trial
Court ("Trial Court") for the officials currently named as Defendants. But, after this Court's
decision on Defendants' Motion to Dismiss, Plaintiffs' only remaining claim is a purported

breach of contract claim, which does not lie against officials of the Trial Court. Defendants do not oppose Plaintiffs' proposal to name the Trial Court as a Defendant because the Trial Court would be the only appropriate party for a breach of contract claim.¹

As to Plaintiffs' Motion to Re-Define the Class, Plaintiffs' proposed class does not meet any of the requirements of Rule 23. After this Court granted, in part, Defendants' Motion to Dismiss, the only remaining claim in this matter is for breach of contract. And this claim, by Plaintiffs' own admission, involves "[w]ide variations...with respect to how plaintiff[s]...are, in fact, being paid for work" by the Trial Court. *See* Pls.' Proposed Substituted Amended Complaint ("PSAC") (dated Apr. 23, 2018), at page 3(a). Plaintiffs have not met their burden to show "that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy." Mass. R. Civ. P. 23(b). Nor have Plaintiffs shown that they meet the requirements of numerosity, commonality, typicality, or adequacy of representation, as outlined below. *See* Mass. R. Civ. P. 23(a).

BACKGROUND

Plaintiffs in this lawsuit are five individuals who are used by the Trial Court as *per diem* court interpreters, as well as a nonprofit corporation that, *inter alia*, advocates on behalf of judicial interpreters. *See* First Am. Compl. (Mar. 23, 2016) ("Am. Compl."); PSAC ¶¶ 1-6. The Office of Court Interpreter Services ("OCIS"), a department of the Trial Court, has hired *per diem* court interpreters since 2006. Am. Compl. ¶ 35; PSAC ¶ 36. These *per diem* interpreters are classified as independent contractors and submit to OCIS a monthly or bi-monthly schedule,

¹ Defendants have served a Motion to Conform Pleadings contemporaneously with this Opposition, which requests that this Court dismiss the individual Defendants and also dismiss the Massachusetts Association of Court Interpreters ("MACI") as a Plaintiff, because none of these parties are proper parties in this breach of contract action.

indicating their availability for court assignments. Am. Compl. ¶ 38; PSAC ¶ 39. The Trial Court also uses staff court interpreters who it employs directly.

In their initial and amended complaints, Plaintiffs claimed that they should be considered employees rather than independent contractors. *See, e.g.*, Am. Compl. ¶¶ 36. 61-71. On November 3, 2016, this Court granted the Defendants' Motion to Dismiss all of Plaintiffs' claims in regard to their classification as independent contractors because the statute that authorizes such claims specifically exempts most Commonwealth of Massachusetts employers from the provisions of the statute. *See* Docket #10 (Nov. 3, 2016).

What remains after the Court's November 3, 2016 Order is Plaintiffs' claim for breach of contract by the Trial Court. Am. Compl. ¶¶ 72-75; PSAC ¶¶ 62-65.² Plaintiffs claim that they have a contract with the Trial Court because of a document called the Standards and Procedures of OCIS ("S&P"). The S&P, attached as an exhibit to every version of Plaintiffs' Complaint, states that it "provide[s] court interpreters, judges, attorneys, and other court personnel with important information about accessing, using, and providing quality court interpreter services in the Massachusetts Trial Court." Am. Compl. Ex. A § 1.01; PSAC Ex. A § 1.01. Plaintiffs claim that the S&P "govern[s] *per diem* court interpreters" and that the S&P is a contract between Plaintiffs and Defendants. Am. Compl. ¶ 73; PSAC ¶¶ 63-64.

In both their operative Amended Complaint, and their proposed Substituted Amended Complaint, Plaintiffs claim that the Trial Court has breached the terms of the S&P by, *inter alia*, (1) inconsistently paying for their half or full day commitments; (2) occasionally replacing *per diem* "certified" interpreters with *per diem* "screened" interpreters, whom Plaintiffs allege are

² Plaintiff's Amended Complaint also asserted claims for quantum meruit and unjust enrichment. In their Proposed Substituted Amended Complaint, Plaintiffs have not reasserted these claims which are generally not cognizable when a plaintiff also asserts a breach of contract claim. *See* PSAC ¶¶ 62-65. Because Plaintiffs are declining to reassert these claims, Defendants do not address them here.

less qualified; (3) occasionally not paying court interpreters for canceled court hearings; (4) reducing pay for court interpreters who arrive late; and, (5) reimbursing various expenses in different ways. Am. Compl. ¶¶ 40-53, 72-75; PSAC ¶¶ 41-55, 65. But, as outlined in detail below, these claims are far from sufficient to demonstrate that this Court should certify this case as a class action and, in fact, demonstrate that a class action is not the superior method for adjudicating these claims.

On April 23, 2016, Plaintiffs served a motion with two procedural requests pursuant to Rule 15(a): (1) to substitute two of the named defendants (employees and former employees of the Trial Court) for two other employees of the Trial Court³ and to add the Trial Court as a defendant; and (2) to “redefine” the class. Plaintiffs have not moved to certify a class in this action pursuant to Rule 23.

ARGUMENT

The Trial Court opposes Plaintiffs’ Rule 15 motion on several grounds. First, with respect to Plaintiffs’ motion to add new defendants who are employees of the Trial Court, that request is improper. Plaintiffs’ only claim in this lawsuit is for a purported breach of contract, which does not lie against individuals. The Trial Court, however, does not oppose Plaintiffs’ proposal that it add the Trial Court itself as a Defendant. *See infra* Section I. Second, to the extent Plaintiffs’ request to “redefine” the class is in essence a request to certify a class pursuant to Rule 23, Plaintiffs’ proposed class meets none of the requirements of Rule 23 and Plaintiffs make only the barest conclusory allegations otherwise. *See infra* Section II.

³ Plaintiffs propose to dismiss two former officials with current officials. One such official is Maria Fournier, the former Director of Support Services. Plaintiffs move to replace Ms. Fournier with Sybil Martin, whom Plaintiffs claim is the current Director of Support Services. *See* PSAC ¶ 22. However, upon information and belief, Sybil Martin is not the current Director of Support Services. The Director of Support Services position is not currently staffed.

I. Plaintiffs' Breach of Contract Claims Do Not Lie Against Individual Officials of the Trial Court

As outlined above, Plaintiffs' original complaint challenged the Trial Court's classification of *per diem* court interpreters as independent contractors rather than as employees. This Court granted the Defendants' Motion to Dismiss all of those claims because they are barred by the Commonwealth of Massachusetts' sovereign immunity. *See* Docket #10 (Nov. 3, 2016).

Plaintiffs' remaining claim is for breach of contract. *See* PSAC ¶¶ 62-65. In this claim, Plaintiffs state that the Trial Court's S&P constitutes a contract between the Trial Court and the *per diem* court interpreters, and that the Trial Court has breached this contract. PSAC ¶¶ 62-65. A claim for breach of contract lies against the entity that purportedly entered into the contract—here, the Trial Court. *See* PSAC Ex. A at iii (describing process for developing S&P). And, no individual official may bind his or her employer to contractual terms with implications for the public fisc without express authority. *See Lovering v. Beaudette*, 30 Mass. App. Ct. 665, 668-670 (1991).

Accordingly, Defendants request that this Court deny Plaintiffs' Motion to Substitute Party Defendants insofar as the Motion seeks to replace the Trial Court officials currently named with other Trial Court officials. Defendants do not oppose Plaintiffs' proposal to add the Trial Court as a Defendant because the Trial Court would be the proper party for a breach of contract case.

II. Plaintiffs Have Not Met Their Burden to Demonstrate that a Class Should Be Certified in this Breach of Contract Litigation

Defendants oppose Plaintiffs' motion to certify a class in this matter. "To support class certification under rule 23, plaintiffs must satisfy the four elements of rule 23(a) and the two additional elements of rule 23(b)." *Bellerman v. Fitchburg Gas and Electric Light Co.*, 470

Mass. 43, 52 (2014). Plaintiffs seeking the certification of a class must “provide information sufficient to enable the motion judge to form a reasonable judgment that the class meets the relevant requirements.” *Id.* (internal quotation marks omitted). And, plaintiffs may not satisfy this burden “on the basis of speculation or generalization regarding satisfaction of the requirements of rule 23.” *Weld v. Glaxo Wellcome Inc.*, 434 Mass. 81, 85 (2001). In this litigation, Plaintiffs have not met their burden for either the requirements of Rule 23(a), *see* Section A, *infra*, or the requirements of Rule 23(b), *see* Section B, *infra*.

A. Plaintiffs Have Not Met the Requirements of Rule 23(a)

Plaintiffs propose the following class: “The class consists of both certified and screened court interpreters whose rights under the S&P have been violated by defendants.” PSAC ¶ 7.

Rule 23(a) requires Plaintiffs to show that:

- (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.

Plaintiffs’ proposed class does not meet any of these requirements.

Starting with Rule 23(a)(1), the “numerosity” requirement, Plaintiffs simply make the conclusory allegation that “[c]lass members...are sufficiently numerous.” PSAC ¶ 8. But, Plaintiffs have made no estimates as to the size of the class, they merely assume that “violations” of the S&P have occurred. PSAC ¶ 7. Plaintiffs state that there are approximately 180 *per diem* court interpreters in total. PSAC ¶ 34. But, although the five named plaintiffs have appended affidavits to the proposed Substituted Amended Complaint, not all of these affidavits allege violations of the S&P. *See* PSAC Exs B-F. These affidavits principally focus on the differences between *per diem* and staff interpreters; however, this Court has already dismissed Plaintiffs’ claims that they have been misclassified as independent contractors. *See* Nov. 3, 2016 Order. In

short, there is nothing to indicate whether some or all of the *per diem* court interpreters may have a breach of contract claim, or whether it is only the named Plaintiffs who may have a claim.

These general allegations are insufficient to meet Plaintiffs' burden.

Plaintiffs do not meet the "commonality" requirement of Rule 23(a)(2), which is discussed in Section B, *infra*, because that requirement is subsumed by Rule 23(b). *See* Mass. R. Civ. P. 23(b) (predominance of common questions and superiority of class method).

Plaintiffs also do not meet the Rule 23(a)(3) requirement that the claims of the named plaintiff representatives are "typical" of the claims of the rest of the class nor do they meet the Rule 23(a)(4) requirement that the named plaintiffs fairly and adequately represent the interests of the class. In their proposed Substituted Amended Complaint, Plaintiffs allege only that the "named plaintiffs' claims are typical of the plaintiff class" and the "[n]amed plaintiffs fairly and adequately represent all class members and do not have antagonistic interests." PSAC ¶¶ 8, 9. These types of "generalization[s]" are insufficient to meet Plaintiffs' burden. *See Weld*, 434 Mass. at 85.

Moreover, the Complaint itself contradicts these general assertions. The five named plaintiffs are all "certified" court interpreters. *See* PSAC ¶¶ 2-6 & Exs B-F. But, the Trial Court uses both "certified" court interpreters, who have met certain qualifying requirements, and "screened" court interpreters, who meet lower minimum requirements. *See* PSAC ¶ 7, n.4 ("The qualifications of screened and certified court interpreters are set forth in Sections 5.03 and 5.04 of the S&P, Exhibit A.").

And, the proposed Substituted Amended Complaint identifies at least one conflict between the interests of "certified" court interpreters and "screened" court interpreters. The Complaint quotes the S&P statement: "Generally, court interpreters will be assigned in the

following sequence: first, Qualified Interpreters or Certified Interpreters, and second, Screened Interpreters.” PSAC ¶ 53. Plaintiffs then allege that the Trial Court “does not follow Section 9.1 of the S&P and, often, screened interpreters are assigned prior to available certified interpreters.” PSAC ¶ 54. This allegation sets up a conflict between certified court interpreters who claim they are receiving insufficient work from the Trial Court and screened court interpreters whose concerns are not reflected in the proposed Substituted Amended Complaint. Thus, the five named plaintiffs are not typical of the screened court interpreters nor can they be said to “fairly and adequately” represent the interests of the screened court interpreters which are opposed to their own.⁴

Plaintiffs have not met their burden under Rule 23(a) and, in fact, their allegations about certified and screened interpreters demonstrate that Plaintiffs’ proposed class would involve conflicts between members. For these reasons, class certification is inappropriate in this case.

B. Plaintiffs Have Not Met the Requirements of Rule 23(b)

Plaintiffs have also failed to meet the requirements of Rule 23(b). Rule 23(b) requires: “that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.” Plaintiffs have not met their burden for satisfying Rule 23(b). Instead, their proposed Substituted Amended Complaint demonstrates that individual issues far outweigh the common issues of the proposed class and that a class action would not be superior to other available methods of adjudication.

⁴ Plaintiffs’ proposed class consists of “both certified and screened court interpreters” but does not include “qualified” interpreters, who must meet additional requirements to be so designated. See PSAC ¶ 7 (class definition); Ex. A (S&P) at §§ 2.03, 2.16, 2.17 (defining certified, qualified, and screened court interpreters). This presents an additional challenge for the “numerosity” of the class because Plaintiffs have not identified the numbers of interpreters in each of these categories that are allegedly aggrieved by violations of the S&P.

“The predominance test expressly directs the court to make a comparison between the common and individual questions involved in order to reach a determination of such predominance of common questions in a class action context.” *Salvas v. Wal-Mart Stores, Inc.*, 452 Mass. 337, 363 (2008) (quoting 2A Conte & H.B. Newberg, *Class Actions* § 4.23 (4th ed. 2002)). The court “must engage in an individualized, pragmatic evaluation of the relationship between and the relative significance of the common and individual issues.” *Salvas*, 452 Mass. at 364 (internal quotation marks omitted).

Plaintiffs’ two proposed “common” questions of law and fact are not sufficient for class certification. Plaintiffs state: “question[s] of law and fact are common to the class and predominate over individual issues, including without limitation, namely, whether the S&P constitutes a contract between the class of plaintiffs and defendants and whether defendants violated provisions of that contract.” PSAC ¶ 14.

The first proposed question—whether the S&P is a contract—is a question of law common to *per diem* court interpreters but does not counsel for the certification of a class. Plaintiffs have asked this Court to: “Declare that the Standards and Procedures constitute a contract between Defendants and the class of plaintiffs described herein.” PSAC at page 22(b). The five named Plaintiffs may certainly pursue their requested declaration. And, if they succeed in persuading this Court to declare that a contract exists, any other individual who believes that the Trial Court breached the terms of that contract could then pursue claims based on his or her individual claims of breach. *See Bellermann*, 470 Mass. at 59 (if the named Plaintiffs succeeded in their request for equitable relief, this “equitable remed[y]...would afford relief to those similarly situated notwithstanding the absence of [a certified] class”). A class is not the superior method to answer this type of question.

In addition, the resolution of this asserted question of law “requires no proof”; thus, it “does not weigh heavily in the predominance assessment.” *Fletcher*, 394 Mass. at 603. Here, Plaintiffs assert that the S&P creates a contract between them and the Trial Court. *See* PSAC at pages 2 & 22(b). Plaintiffs make no claim that some sort of verbal discussions between the parties supersede any of the terms of the S&P; instead they explicitly assert that “the totality” of the provisions of the S&P “constitutes a binding contract.” *See* PSAC at page 2. In these circumstances, no testimony or other evidence is required for this Court to determine whether the S&P constitutes a contract; and, accordingly, this questions should not weigh heavily in the predominance analysis.

Plaintiffs’ second proposed question—whether the Trial Court violated provisions of the S&P—is not at all “common” to the members of the proposed class. Plaintiffs’ proposed Substituted Amended Complaint expresses a wide range of concerns. Central to those concerns is the belief that the Trial Court should classify Plaintiffs as employees instead of as independent contractors. *See* PSAC ¶¶ 36-37. But, these claims were dismissed by this Court and did not rely on a purported breach of the S&P.

Another main thread of Plaintiffs’ concerns is that the Trial Court should be paying more for hourly rates, travel time, and the reimbursement of expenses. *See* PSAC ¶¶ 44-49. But, these are also not breach of contract claims. The S&P states that the rate of compensation for *per diem* court interpreters is set by the Committee for the Administration of Interpreters for the Trial Court. *See* PSAC Ex. A at 7.01. Plaintiffs do not allege that this rate is being violated but instead allege that, for example, a *per diem* court interpreter who serves on a case from 11 am to 1 pm is paid for two hours of work rather than for a “half-day” of work. *See* PSAC at page 2.

But, as Plaintiffs readily admit, the payment of a “half-day” amount is based on “a cornerstone of professional court interpreting” rather than on a reading of the S&P. *See* PSAC ¶ 42.

The S&P states that “Compensable Time shall be calculated beginning at the time the court interpreter arrives at the assigned court and reports to the Court Liaison....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.” *See* PSAC Ex. A at 7.02. Plaintiffs appear to want to be paid for the full half-day (four hours), even if they only interpreted for two hours and thereafter left the courthouse and were no longer available for additional interpreting. *See* PSAC at pg. 2. But, that does not constitute a breach of contract claim; rather, it is a claimed breach of what Plaintiffs term “a cornerstone of professional court interpreting.” *See* PSAC ¶ 42.

In affidavits attached to Plaintiffs’ Complaint, some of the named Plaintiffs attest that in the past they were paid for a “half-day” of court reporting even if they had interpreted for as little as a half hour and thereafter left the courthouse. According to Plaintiffs, various OCIS employees had permitted various alternative payment arrangements on a case-by-case basis. *See, e.g.,* PSAC Ex F ¶ 3 (“[A]fter I had completed my scheduled assignment...at approximately 9:30 A.M., I called the office, as usual, and was told...‘Sit there...and wait in case we need you.’ I was totally blindsided by this unexpected order and asked to speak to Gaye Gentes, who had been the OCIS manager, and who, as it turned out, was no longer in this position.”). But, claims of changes in policy over time by various Trial Court employees that affected various court interpreters in different ways are not claims that present common class questions. *See, e.g., Fletcher*, 394 Mass. at 604, n.8 (“The usefulness of the class action mechanism is even less

apparent in cases, such as the one before us, which involve allegations of misconduct by one or more defendants over an extended period of time.”).

Plaintiffs’ claims demonstrate that individual questions predominate over class questions. Plaintiffs state that “[w]ide variations are common with respect to how plaintiff class members are, in fact, being paid for work” by the Trial Court. *See* PSAC, at page 3(a). One such “variation” appears to be that certain *per diem* court interpreters were, on some occasions, paid for a half-day (four hours) of work if their court assignment ended at 9:30am and, thereafter, they left court instead of being “available for the full four-hour period,” as contemplated by the S&P. *Compare* PSAC Ex F ¶ 3 with S&P Section 7.02.⁵

Other such “variations” include that court interpreters are “on occasion” not being paid for cancelations. PSAC at page 3; *see also* PSAC ¶ 41 (“*sometimes* court interpreters find that they are no longer needed...the Trial Court requires them to stand by” in order to be paid) (emphasis added). The S&P requires that the Trial Court pay court interpreters a half-day amount if an assignment is canceled with less than 24 hours of notice. PSAC Ex. A § 7.09. The named plaintiffs take issue with this policy decision: “[I]f [the Trial Court] cancels with more than 24 hours in advance, a *per diem* court interpreter receives no compensation whatsoever.” PSAC ¶ 41. But, a disagreement with a policy of the Trial Court does not amount to a common issue of law or fact for which a class action would be the superior litigation form. Nor does the

⁵ In several places in their proposed Substituted Amended Complaint, Plaintiffs assert that a Trial Court practice is in violation of the S&P when, in fact, Plaintiffs are instead still relying upon statutory claims that this Court dismissed from this lawsuit in its November 3, 2016 order. For example, Plaintiffs claim that the Trial Court has not “made payments due for plaintiffs’ invoices in a consistent timely manner, in violation of the S&P, Section 11 and G.L. 29 § 29C.” PSAC ¶ 52. But, Section 11 of the S&P says nothing about the timing of payments of invoices. *See* PSAC Ex. A § 11. Plaintiffs cannot rely on a claim of a supposed breach of the provisions of the S&P regarding the timing of payment of invoices as a “common” question for class members when the S&P is entirely silent as to the timing of payment. Plaintiffs’ proposed Substituted Amended Complaint still reads as if its claims for statutory violations were valid grounds for certifying a class action when, in fact, this Court has dismissed all such claims.

claim that “on occasion” some *per diem* court interpreters are not paid if the cancelation is within 24 hours constitute a common class question.⁶

A final example of the predominance of individual issues in Plaintiffs’ Complaint is the tension, discussed above, between “certified” and “screened” court interpreters. All five named plaintiffs are certified court interpreters who are paid more than screened court interpreters. See PSAC page 2 n.3 & ¶ 7, n.4. The named Plaintiffs allege that the Trial Court assigns too many screened interpreters to court hearings when certified interpreters are otherwise available. PSAC ¶¶ 53, 54. But, the Plaintiffs seek to have a class certified of *both* certified and screened court interpreters, despite the conflict between the claims of the named certified interpreters and the unnamed screened interpreters. PSAC ¶ 7. The claims of certain certified interpreters about the amount of court time they are given do not present questions of law or fact that are common to the rest of the proposed class. Instead, these claims are in conflict with the interests of other members of the proposed class and demonstrate that a class action is far from the superior method for fair and efficient adjudication of these concerns.

The allegations that remain in this case after this Court granted, in part, the Defendants’ Motion to Dismiss are predominately claims that are based on individualized concerns and, in fact, some of these individual concerns are in tension with the concerns of other purported class members. Based on Plaintiffs’ own allegations, a class action is not superior to all other available methods for fair and efficient adjudication of these concerns, and Plaintiffs have not met their burden under Rule 23(b).

⁶ Other individual questions are reflected in the Affidavits attached to the Complaint. For instance, one affiant attests that, on four occasions, his pay was docked because he arrived late to court. PSAC Ex. F ¶ 6. Then, after contesting those decisions, he was repaid for two of the four occasions. *Id.* Another affiant states: “I request we be provided access to a secure place within the courthouse where we can place our belongings while we are working in that courthouse.” PSAC Ex. C ¶ 18. These, and many other individual concerns reflected in the Complaint and the Affidavits, are not questions common to the class as a whole but instead reflect individualized concerns about these individuals’ work and their relationships with the Trial Court.

CONCLUSION

For all these reasons, the Trial Court respectfully requests that this Court deny Plaintiffs' motion to substitute parties, with the exception of the request to add the Trial Court as a defendant, and deny Plaintiffs' motion to certify a class in this litigation.

Respectfully submitted,

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

By their Attorneys,

MAURA HEALEY,
ATTORNEY GENERAL



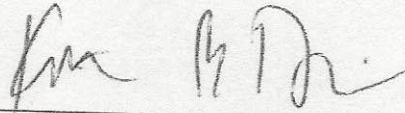
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Date: May 22, 2018

CERTIFICATE OF SERVICE

I hereby certify that I have this day, May 22, 2018, 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



Katherine B. Dirks
Assistant Attorney General

EXHIBIT F

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT
CIVIL ACTION NO. 2016-00969

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

AFFIDAVIT OF NORMA V. MANN

Norma V. Mann, upon her oath, and subject to the pains and penalties of perjury, declares the following facts to be true.

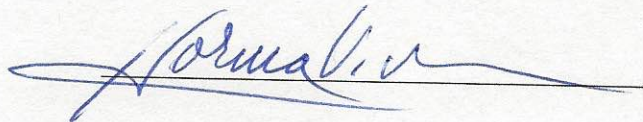
1. My name is Norma V. Mann and I reside at 75 Col. John Gardner Road, Narragansett, Rhode Island 02882-1501.
2. At all times relevant in this action, I have been a certified Spanish court interpreter in the Commonwealth of Massachusetts.
3. At all times relevant in this action, I have been the President of the Massachusetts Association of Court Interpreters (hereinafter, "MACI").
4. MACI was organized and incorporated in 2014 and I am one of the original incorporators of MACI.

5. The purposes of MACI are stated in the Articles of Incorporation, attached hereto as Exhibit A, and its contents incorporated by reference, as is fully set forth herein.
6. MACI brought this action as a class action because the actions of defendants complained of were common to all per-diem court interpreters.
7. MACI has a membership of approximately 60 members and has a membership committee to increase its membership.
8. According to its by-laws, "members shall be individuals who are or were judicial interpreters and translators in the Commonwealth of Massachusetts and who agree to the by-laws of MACI and the standard ethics of the profession."
9. *MACI communicates to its members and potential members directly by e-mail, and is in the process of redesigning its website where information about MACI and its profession is available to all. Attached as Exhibit B is a current list of per-diem court interpreters with whom MACI communicates.*
10. In my capacity as president of MACI, and in its behalf, I have consistently communicated with OCIS/Trial Court administrators, via email or regular mail, and with other members of the judicial system, such as judges and committees that oversee all aspects of interpreting services, regarding the issues that concern all *per diem* interpreters. In the same capacity, I have also had a reciprocal communication with officials from the U.S. Department of Justice (DOJ), regarding our concerns of violations to Title VI of the Civil Rights Act of 1964, affecting limited English proficiency individuals (LEPs), within the Massachusetts Trial Court system.
11. The issue now before the Court is whether the Standards and Procedures (hereinafter, "S & P"), a document that any *per-diem* court interpreter must sign in order to work

as a court interpreter in the Commonwealth of Massachusetts, constitutes a contract, and if so, whether the defendants violated rights that plaintiffs have under the S & P.

12. I am one of the individually-named plaintiffs in this case and MACI is a named plaintiff because it represents the interests of many *per-diem* court interpreters who have been treated in a similar way as the individually-named plaintiffs.
13. Through the efforts of MACI, sufficient funds were raised to help pay for the litigation costs of this suit and those efforts continue, as the costs continue.
14. While the arbitrary actions of prior leadership of the Office of Court Interpreter Services (hereinafter, "OCIS") is what led to the present litigation, new leadership of OCIS has reached out to MACI and, in February of this year, invited MACI to begin quarterly meetings in order to discuss issues that are important to MACI, its members and those eligible for membership, which include all *per diem* interpreters working for the OCIS. The first quarterly meeting was held on March 27th and the second one was held on June 28th. MACI continues to advocate on behalf of all *per-diem* court interpreters and keeps them apprised of these discussions.
15. The board of Directors of MACI is elected for staggered terms and holds one annual meeting in November as well as monthly meetings during the year.

Sworn to subject to the pains and penalties of perjury this 6th day of August 2019.



Norma V. Mann

EXHIBIT A

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

Examiner

Name
Approved

ARTICLE I

The exact name of the corporation is:

Massachusetts Association of Court Interpreters, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

To create an organization of judicial interpreters committed to:

1. providing meaningful language access and equal justice to people of limited English proficiency and a sustained improvement of interpreting services in the courts of the Commonwealth of Massachusetts;
2. Raising awareness about a) the work of judicial interpreters among court administrators, judges, court staff, and attorneys, and the broader community, b) methods to improve the delivery of judicial interpreting services, and c) the effective and proper utilization of in-person and limited remote interpretation in the Trial Court;
3. Seeking direct participation in the development of policies on interpreter services and language access with the Trial Court administration;
4. Advocating for fair and just pay and working conditions of judicial interpreters, including, but not limited to, budgetary issues, review of rates, recognition of merit and seniority, grievance procedures, and other related issues;
5. Advocating for and suggesting appropriate interpreter rates for out-of-court interpreting;
7. Engaging with other interpreter organizations regarding improvements that have been and can be made in our profession and proposing formal ways to improve judicial interpreter services in the Commonwealth;
8. Taking all necessary initiatives to achieve these purposes, including proposing legislation and taking legal action.

C
P
M
R.A.

SECRETARY OF THE
COMMONWEALTH
2014 NOV 28 PM 1:22
CORPORATIONS DIVISION

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

Not Applicable

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See Continuation Page A

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

c/o Alan Jay Rom, Esq. 14 Mansfield Drive, Chelmsford, MA 01824-3806

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Norma Rosen-Mann	36 Lisa Avenue, Plymouth, MA 02360	
Treasurer:	Kim-Lan Bloom	67 White Terrace, Marlborough, MA 017	
Clerk:	Luis A. Perez	26 Beacon St., #5, Chelsea, MA 02150	
Directors: (or officers having the powers of directors)	Mariela Ames	25 Whitney St., Brookline, MA 02467	
	Michael O'Laughlin	801 Maple Street, Carlisle, MA 01741	
	Yingjie Abel	257 Lowell Street, Carlisle, MA 01741	
	Moussa Abboud	14 Howe Ave., Worcester, MA 01602	
	Pilar Cal-Meyer	435 Old Connecticut Path, Framingham	

c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

Alan Jay Rom, Esq. 14 Mansfield Drive, Chelmsford, MA 01824-3806

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this _____ day of November, 2014.

Kim Lan Bloom
 KIM LAN BLOOM 67 WHITE TER. MARLBOROUGH, MA 01752

Moussa Abboud
 MOUSSA ABBoud 14 HOWE AV. WORCESTER, MA 01602

Pilar Cal Meyer
 Pilar Cal Meyer 435 Old Connecticut Path Framingham MA 01901

Luis A. Perez
 Luis A. Perez 26 Beacon St. #5, Chelsea, MA 02150

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____ 20 ____ .

Effective date: _____

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION

Contact information:

Alan Jay Rom, Esq.

14 Mansfield Drive

Chelmsford, MA 01824-3806

Telephone: **978-455-9589**

Email: **alan@romlawoffice.com**

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.

CONTINUATION SHEET "A"

(a) No officer or Director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as an officer or Director notwithstanding any provision of law imposing such liability, except (to the extent provided by applicable law) for liability (i) for breach of the officer's or Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for any transaction from which the officer or Director derived an improper personal benefit.

(b) The Corporation may be a partner to the maximum extent permitted by law in any enterprise which it would have power to conduct by itself.

(c) The Corporation may make, amend, or repeal the By-Laws in whole or in part.

(d) The Corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.

(e) The Corporation may make contracts of guarantee and suretyship, whether or not in furtherance of its purposes; provided, however, that (a) such contracts are necessary or convenient to the conduct, promotion, or attainment of the business of a corporation all of the outstanding stock of which is owned, directly or indirectly by the Corporation; and (b) the Board of Directors of the Corporation has determined that such contracts are necessary or convenient to the conduct, promotion, or attainment of the business of the Corporation.

(f) No part of the net earnings or the assets of the Corporation shall inure to the benefit of any officer or Director of the Corporation or any private individual, except that the Corporation may pay reasonable compensation for services rendered and make payments and distributions in furtherance of its exempt purposes.

(g) In the event of the dissolution of the Corporation, the Board of Directors, after paying or making provision for the payment of all liabilities of the Corporation, shall distribute, in any proportion considered prudent, all the assets of the Corporation in accordance with Section 501 (c) (3) of the Internal Revenue Code and Chapter 180 of the General Laws of the Commonwealth of Massachusetts, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

(h) No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are

directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, nor shall any Director or officer be under any liability to the Corporation on account of any such contract or transaction if:

- (1) the material facts as to his, her, or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (2) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, or a committee thereof.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and their votes may be counted for the purpose of a vote by the Directors approving such contract or transaction.

(i) The Corporation shall, to the extent legally permissible, indemnify and person serving or who has served as a Director, officer, employee, or other agent of the corporation, or at its request as a Director, officer, employee, or other agent of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit, or other proceeding, whether civil or criminal, in which he or she may be involved or with which he may be threatened, while in office or thereafter, by reason of his or her being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he or she may have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification thereof shall be approved:

- (i) by a majority vote of a quorum consisting of disinterested Directors;

- (ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;
- (iii) If there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan); or
- (iv) By a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he or she has met the standards of conduct necessary for indemnification under this Article, and (b) an undertaking by such individual to repay the amounts so paid to the Corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

If both the Corporation and any person to be indemnified are parties to an action, suit, or proceeding (other than an action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein may also represent such indemnified persons (unless such dual representation would involve such counsel in a conflict of interest in violation of applicable principles of professional ethics), and the Corporation shall pay all fees and expenses of such counsel incurred during the period of dual representation other than those, if any, as would not have been incurred if counsel were representing only the Corporation; and any allocation made in good faith by such counsel of fees and disbursements payable by any such indemnified person shall be final and binding upon the Corporation and such indemnified person.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to

which corporate personnel other than the persons designated in this Article may be entitled by contract, by vote of the Board of Directors, or otherwise under law.

As used in this Article, the terms "person," "Director," "officer," "employee," and "agent," include their respective heirs, executors, and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be held valid and be enforced to the fullest extent permitted by law.

(j) All references herein to (i) the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or hereafter amended, (ii) any chapter of the Massachusetts General Law shall be deemed to refer to said chapter as now in force or hereafter amended, and (iii) particular sections of the Internal Revenue Code or Massachusetts General Laws shall be deemed to refer to similar or successor provisions hereafter adopted.

EXHIBIT B

Spanish

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>1st Lang</u>	<u>2nd Lang</u>	<u>Staff/ Per- Diem</u>	<u>Certified Or Screened 1st</u>	<u>C/S 2nd</u>
Elizabeth	Allen	Spanish		P	S	
Jennifer	Beauchamp-Ankeny	Spanish		P	C	
Camilo	Bermudez	Spanish		P	S	
Cristina	Bernal	Spanish		P	C	
Adam	Bethune	Spanish		P	S	
Eva	Bethune	Spanish	French	P	C	C
Solange	Bourgeois	Spanish	French	P	S	S
Nicole	Brunelle	Spanish		P	C	
Ivan	Bustos	Spanish		P	C	
Arthur	Calvano	Spanish		P	S	
Mercy	Cevallos	Spanish		P	S	
Beyanid	Cole	Spanish		P	C	
Barbara	Considine	Spanish		P	C	
Ilia	Cornier-Rivera	Spanish		P	C	
Madeline	Cruz	Spanish		P	C	
Deborah	Daniell	Spanish		P	C	
Laura	Eastment	Spanish		P	C	
Oscar	Escartin	Spanish		P	S	
Joaquin	Font	Spanish		P	C	
Joshua	Fontanez	Spanish		P	S	
Paloma	Garcia Montes	Spanish		P	S	
Emily	Getchell	Spanish	French	P	S	S
Jeanette	Gilhooly	Spanish		P	C	
Inge	Gomez	Spanish		P	C	
Ruthie	Gomez	Spanish		P	S	
Francisco	Gonzales	Spanish		P	C	
Sandra	Hall	Spanish		P	C	
Sandra	Henry-Alvarez	Spanish		P	C	
Genevieve (Gen)	Howe	Spanish		P	C	
Merce	Lopez	Spanish		P	C	
Wilma	Lopez-Round	Spanish		P	C	
Daniela	Marengo-Blanas	Spanish		P	S	
Maria	Mello	Spanish	Port.	P	C	S

Spanish

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>1st Lang</u>	<u>2nd Lang</u>	<u>Staff/ Per Diem</u>	<u>Certified Or Screened 1st</u>	<u>C/S 2nd</u>
Pilar	Meyer	Spanish		P	C	
Alejandra	Miranda-Naon	Spanish		P	C	
Marta	Niconchuck	Spanish		P	C	
Bonnie Marion	Page	Spanish		P	S	
Alicia	Pawlowski	Spanish		P	C	
Tanya	Perez-Brennan	Spanish		P	C	
Jose (Pepe)	Portuondo	Spanish		P	S	
Thomas	Powers	Spanish		P	S	
Norma	Rosen-Mann	Spanish		P	C	
Julia	Rosero	Spanish		P	S	
Gema	Schaff	Spanish		P	C	
Ana	Schwartz	Spanish		P	S	
Ester	Serra-Luque	Spanish		P	S	
Fanor	Solano	Spanish		P	C	
Gabriel	Sosa	Spanish		P	C	
Dean	Stevens	Spanish		P	C	
Sandra	Sutherland	Spanish		P	C	
Marini	Torres-Benson	Spanish		P	S	
Nathan	Underwood	Spanish		P	S	
Gabriel	Urbina	Spanish		P	S	
Estela	Wattengel	Spanish		P	S	
Tania	West	Spanish		P	C	
Montserrat	Zuckerman	Spanish		P	C	

Non-Spanish

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>1st Language</u>	<u>2nd Lang.</u>	<u>3rd Lang.</u>	<u>4th Lang.</u>	<u>Staff/Per Diem</u>	<u>Certified Or Screened 1st</u>	<u>C/S 2nd</u>	<u>C/S 3rd</u>	<u>C/S 4th</u>
Moussa	Aboud	Arabic	FRENCH			P	C	S		
Yingjie	Abel	Mandarin				P	C			
Anjani Pcr	Agarwala	Bengali				P	S			
Agron	Alibali	Albanian	ITALIAN			P	C	C		
Jacob	Ayvazian	Portuguese				P	C			
Maiyim	Baron	Japanese				P	C			
Mohabbat	Begum	Bengali	HINDI			P	S	S		
Sibel	Benmayor	Turkish				P	S			
Convington	Bien-Aime	HAITIAN	FRENCH			P	S	S		
Kim Lan	Bloom	Vietnamese				P	C			
Maria	Cabral	Cape Verdean				P	S			
Sandra	Chen	Mandarin				P	C			
Tenzin	Dawa	Tibetan				P	S			
Soledade	Debarros	Portuguese				P	C			
Maria	Delana	Portuguese				P	S			
Nadege	Dimanche	Haitian	FRENCH			P	C	S		
Ali	Dincer	Turkish				P	C			
Bashier	Doss	Arabic				P	C			
Claudia	Dutra	Portuguese				P	C			
Obed	Effah	Twi				P	S			
Anahit	Flanagan	Armenian	RUSSIAN			P	C	C		
Nuur	Gacal	Somali	Mai-Mai			p	S	S		
Meire	Geisel	Portuguese				P	S			
Vanusa	Gomes-Green	Cape Verdean	PORTUGUESE			P	S	S		
Carla	Grassi	Portuguese				P	S			
Linh	Green	Vietnamese				P	S			
Alicione	Hall	Portuguese				P	C			
Jon	Horvath	Czech	SLOVIC			P	S	S		
Noreen	Hussain	Urdu	PUNJAB	Hindi		P	S	S	S	
Andrei	Izurov	Russian				P	C			
Pasang	Jamling	Tibetan				p	C			
Bindiya	Jha	Nepali				P	S			
Anna	Kaczor	Polish				P	C			
Sophia	Kaminski	Polish	RUSSIAN			P	C	S		

Non-Spanish

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>1st Language</u>	<u>2nd Lang.</u>	<u>3rd Lang.</u>	<u>4th Lang.</u>	<u>Staff/Per Diem</u>	<u>Certified Or Screened 1st</u>	<u>C/S 2nd</u>	<u>C/S 3rd</u>	<u>C/S 4th</u>
Irena	Kantarges	Albanian				P	S			
Dinesh	Karki	Nepali				P	C			
Tamjidul	Kazi	Bengali	Hindi		Urdu, Gujrat Punjabi	P	S	S	S	S
Ines	Kelly	Portuguese				P	S			
Dinna	Keo	Khmer				P	C			
Oliver	Kidi	Albanian	ITALIAN			P	C	S		
Arien	Kim	Korean				P	C			
Marcela	Knight	Portuguese				P	S			
Nekita	Lamour	Haitian	FRENCH			P	S	S		
Daniel	Leong	Burmese	Karen			P	S	S		
Lewanna	Li	Cantonese	MANDARIN			P	C	C		
Richard	Lo	Hmong	Thai	Laotian		P	S	S	S	
Melissa	Lo	Mandarin	Cantonese	Toisanese		P	S	S	S	
Ana	Lopes	Portuguese				P	C			
Pierre	LouBeau	Haitian	French			P	S	S		
Veronica	Malek	Polish	RUSSIAN			P	C	C		
Samnang	Mam	Khmer				P	S			
Felix	Margolin	Russian	UKRAINIAN			P	C	C		
Maria (Maggie)	Medina	Portuguese	CAPE VERDEAN			P	C	C		
Anil	Mehrotra	Hindi	Gujrati	Urdu		P	C	C	S	
Akalu	Mekuria	Amharic	TIGRINI	Ethiopian		P	C	C	S	
Maria	Mello	Portuguese	SPANISH			P	C	S		
Lorena	Melo	Portuguese				P	S			
Paz	Mendoza	Tagalog				P	S			
Frantz	Monestime	Haitian	FRENCH			P	S			
Teresa	Oliviera	Portuguese				P	C	C		
Marie	O'Toole	Bulgarian				P	C			
Yasmine	Pakizegi	Persian	Farsi	Dari		P	S			
Aldina	Pereira	Cape Verdean	PORTUGUESE			P	C	S		
Flaviano	Quaglio	Portuguese				P	S			
Ketty	Rosenfeld	Indonesian				P	S			
Tiemjan (Kim)	Ryan	Thai	LAOTIAN			P	S			
Salo	Salman	Cape Verdean	PORTUGUESE			P	C	C		
Elsa	Santiago	Portuguese				P	S			

Non-Spanish

FIRST NAME	LAST NAME	1st Language	2nd Lang.	3rd Lang.	4th Lang.	Staff/Per Diem	Certified Or Screened 1st	C/S 2nd	C/S 3rd	C/S 4th
Rani	Sarin	Hindi	PUNJABI	Urdu		P	C	S		
Govin	Shrestha	Nepali				P	C			
Inder	Singh	Hindi	PUNJABI	Urdu		P	S	S		
Noreen	Smith	Sango				P	S			
Christie	Song	Korean				P	S			
Maria	Sparaggi	Greek				P	C			
Orna	Stein	Hebrew				P	S			
Ali	Talebinejad	Persian	Farsi	Dari		P	C	S	S	
Alexander	Tetradze	Russian	GEORGIAN			P	C	C		
Anh-Tu	Tran	Vietnamese				P	C			
Jean Paul	Turayishimye	Swahili	Kinyarwanda	KIRUNDI	Kiswahili	P	S	S	S	
Shirlei	Udell	Portuguese				P	S			
Subbanna	Varanasi	Telugu				P	C			
Ralph	Waddey	Portuguese				P	C			
Roman	Yakub	Russian	UKRAINIAN			P	C			
Ling	Yang	Fukienes	Fuzhou			P	C	C		
Abdi	Yusuf	Somalian				P	S	S		
Da	Zheng	Mandarin				P	S			
Feng	Zhou	Mandarin				P	C			