

The Supreme Court of Ohio

OFFICE OF THE ADMINISTRATIVE DIRECTOR

65 SOUTH FRONT STREET, COLUMBUS, OH 43215-3431

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January 18, 2013

Mr. Curtis E. Kissinger
Court Administrator
Hamilton County Juvenile Court
800 Broadway
Cincinnati, Ohio 45202

Dear Mr. Kissinger,

You recently sent a letter to my office regarding the application of Rule 4 of the Rules of Superintendence for the Courts of Ohio (Sup.R. 4) to the inability of judges within a division of a court of common pleas to agree upon the selection of an administrative judge. Specifically, you note that the two judges of the Hamilton County Court of Common Pleas, Juvenile Division, differ in their interpretation of the phrase "total service" as used in Sup.R.4 and that this has impeded their determination of who will serve as the administrative judge. This letter is in response to your inquiry.¹

As you note in your letter, Sup.R. 4(B)(1) requires the judges of the juvenile division to elect by majority vote an administrative judge for the division. In the event the judges are unable to elect an administrative judge, which is the current situation, Sup.R. 4(B)(2) directs the order by which the administrative judge will be determined. Under Sup.R. 4(B)(2)(a), the "judge

¹ In your letter you also indicate a similar disagreement among the two judges regarding the election of a presiding judge for the juvenile division. Please note that under Sup.R. 3(B)(1), presiding judges are elected for courts of appeals, multi-judge courts of common pleas, and multi-judge municipal and county courts. Presiding judges are not elected for *divisions* of a court of common pleas. Rather, one presiding judge is elected for the entire court of common pleas, which includes the judges in all four divisions of the court of common pleas (general, probate, juvenile, and domestic relations). As such, the judges of the juvenile division should not elect a presiding judge for the juvenile division. Rather, they, along with the judges of the other divisions of the court of common pleas, should elect a presiding judge for the entire court..

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January 18, 2013
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of the court or division having the longest *total service ... in the division* shall serve as the administrative judge.” (Emphasis added.)

You have represented that there is disagreement between the two judges as to the specific date on which their service in the division began for purposes of calculating their “total service” under Sup.R. 4(B)(2)(a). The two judges of the division, Judge John M. Williams and Judge Tracie M. Hunter, opposed one another in the general election held in November 2010, for a judgeship in the division with a six-year term scheduled to begin on January 1, 2011. Because of issues surrounding the election, lawsuits were filed in state and federal courts. While the lawsuits were pending Judge Williams was appointed to fill another judgeship in the division that came open due to the resignation of the incumbent. You have indicated that Judge Williams began performing his duties as a judge in the division on November 14, 2011.

Meanwhile, after the lawsuits surrounding the election were resolved, Judge Hunter received a certificate of election from the Hamilton County Board of Elections dated May 17, 2012 and took her oath of office on May 25, 2012. (Please note: your letter indicates Judge Hunter took her oath of office on March 25, 2012; however, Judge Hunter has provided to the Supreme Court’s Office of Human Resources a certified copy of her oath of office as filed with the Hamilton County Clerk of Court showing her oath was taken in May 2012).

You have also represented that Judge Williams believes the starting point for calculating his total service in the division is November 14, 2011, the date he began performing his duties as judge. In contrast, Judge Hunter believes the starting point for calculating her total service in the division is January 1, 2011, the date her term of office was statutorily scheduled to begin, even though she did not begin performing the duties of office until May 25, 2012.

Based upon the foregoing, it is the opinion of staff in this office that Judge Williams’ interpretation is correct. The Rules of Superintendence for the Courts of Ohio do not define the term “service.” However, *Black’s Law Dictionary* defines it as “the act of serving the labor performed or the duties required.” Likewise, *Merriam-Webster* defines “service” as “the work performed by one that serves.” Pursuant to these definitions, it is staff’s opinion that “service” runs from the date the judge begins performing the official duties of office.

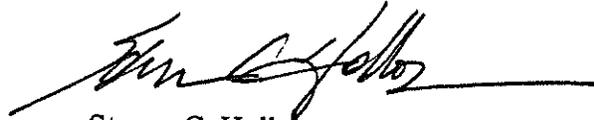
As for when a judge officially begins performing the duties of office, there are two relevant statutes. First, R.C. 107.05 states that a judge of a court of record is not eligible to perform any duty pertaining to office until the proper legal certificate of the judge’s election is issued and a commission is received from the Governor. Second, R.C. 3.23 requires that each judge of a court of record take an oath of office on or before the first day of the judge’s official term. In essence, before a judge can begin performance of the duties of the position, he or she must (1) receive a certification of the election results, if appropriate, (2) receive a commission from the Governor, and (3) taken an oath of office. Satisfaction of all three conditions is required before the judge can begin performing the duties of office (*see* 1961 Oh. Att’y Gen. Op. 2035).

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Because Judge Hunter did not satisfy all three of these conditions until May 25, 2012, the day she took her oath of office, staff concludes that her service in the Hamilton County Court of Common Pleas, Juvenile Division, did not begin until that date. Thus, Judge Williams has the longer term of service in the division because he started performing his judicial duties in the division six months prior to Judge Hunter, regardless of the conditions or circumstances that caused him to start performing those duties at an earlier time.

Finally, please note that the forgoing opinion does not constitute legal advice or the official position of the justices of the Supreme Court of Ohio. The statements and conclusions contained in this letter are the result of research compiled by Supreme Court staff and are for informational purposes only. For a full legal opinion on the matter, you should consult with your legal counsel, the Office of the Hamilton County Prosecuting Attorney.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven C. Hollon", written over a horizontal line.

Steven C. Hollon
Administrative Director

cc: Hon. Tracie M. Hunter
Hon. John M. Williams

The Supreme Court of Ohio

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November 30, 2012

Deeana Jang, Chief
Federal Coordination and Compliance Section
Civil Rights Division
U.S. Department of Justice
930 Pennsylvania Avenue NW
Washington, DC 20530

Re: **Complaint No. 171-57-21**
Initial Review of Complaint Against Lake County Court of Common Pleas, Juvenile Division

Dear Ms. Jang:

This is in response to your letter dated October 5, 2012 regarding the aforementioned matter. The Supreme Court of Ohio, on behalf of all parties, is interested in resolving this matter and addressing any concerns the U.S. Department of Justice ("Department of Justice") may have regarding language access in Ohio courts. Included in this letter are direct responses to questions posed by your letter with supporting documentation.

Background

The State of Ohio operates under a decentralized judicial system. Court operations are funded at the local level by a combination of individual cities, counties and municipalities. With the exception of Supreme Court justices and intermediate appellate court judges, the salaries of judges are paid through a combination of state and local funding.

The Supreme Court has general superintendence authority over the courts of the state. Ohio Const. Art. IV, Sec. 5(A)(1). The Rules of Superintendence for the Courts of Ohio are promulgated pursuant to this authority with the primary purpose of providing prompt disposition of cases. However, local courts may also adopt local rules not

inconsistent with the Rules of Superintendence. Otherwise, the jurisdiction of the Supreme Court is limited to Article IV, Section 2 of the Ohio Constitution.

Ohio does not have a separate Administrative Office of the Courts as is commonplace in the vast majority of other jurisdictions. The Office of the Administrative Director is a position appointed by the justices of the Supreme Court. The duties of the office are established by the justices of the Supreme Court and Ohio Revised Code 2503.281. The Supreme Court and the Office of the Administrative Director through the Judicial and Court Services Division informs, educates, and promotes best practices in the state's appellate and trial courts. Nonetheless, Ohio courts function with considerable autonomy as the judges of each court are separately and independently elected officials. The Supreme Court has limited enforcement capacity over the courts to require them to comply with state and federal laws or guidelines. In addition, the local courts rely primarily on local prosecutors or counsel appointed or hired by local executive branch officials for legal advice and consultation in their administrative functions.

The Lake County Common Pleas Court, Juvenile Division ("Lake County Juvenile Court"), includes one judge designated to oversee juvenile justice cases. R.C. 2301.03 (M)(2). The judge is charged with the duties of a juvenile judge as outlined in Ohio Revised Code Chapters 2151 and 2152.

The Supreme Court has taken steps and devoted significant resources to promote access to justice for limited English proficient ("LEP") individuals in Ohio courts despite the decentralized nature of Ohio's judicial system. We welcome the opportunity to inform the Department of Justice of the numerous actions we have taken, the practical resources we have created and the outreach we continue to conduct on an annual basis. The Supreme Court and the Lake County Juvenile Court are interested in resolving the complaint and welcome a discussion with you and your staff as to how to best accomplish a reasonable resolution.

Response of The Supreme Court of Ohio

1. Please provide information responsive to the specific allegations by Ms. Arredondo. Set forth in your response:

(1) a detailed factual description of Ms. Arredondo's interactions with the court including any facts and communication related to language ability or interpreter needs/requests:

A. Procedural History of Underlying Case and Previous Use of Interpreters

Francisco Lopes Hernandez ("Hernandez") filed a motion in 2003 in Lake County Juvenile Court to establish parental rights and responsibilities and permanent joint custody of his minor son Francisco Lopes ("Lopes"). Patricia Arredondo ("Arredondo")

is the mother of Lopes. Hernandez and Arredondo never married but lived together for several years after Lopes' birth. An agreed judgment entry was issued on February 24, 2004, establishing a shared parenting plan between Hernandez and Arredondo and ordering Hernandez to pay child support to Arredondo. In August, 2005, Arredondo filed a show cause motion arguing that Hernandez was not complying with the shared parenting plan. At the time the motion was filed Arredondo was represented by attorney Leo Talikka.¹ A cross motion to show cause was filed by Hernandez in September 2005. Both motions were set for hearing on November 1, 2005. Both parties were represented by counsel at the hearing. Arredondo was accompanied by an interpreter who she hired. In February 2006, the motions to show cause were held in abeyance until new motions to modify child support and shared parenting had been resolved between the parties. A temporary agreement concerning visitation was ultimately entered by the parties on March 14, 2006.

On September 28, 2011, Hernandez, by and through counsel, filed an ex parte motion for temporary custody of Lopes. In addition, he filed a motion to modify the shared parenting plan seeking permanent custody. Hernandez was granted temporary custody. A pre-trial conference on the motion to modify the shared parenting plan was set for November 2, 2011. In the interim, on October 5, 2011, Arredondo filed, by and through counsel, a motion to show cause and an ex-parte motion for Lopes to be returned to her. Arredondo's motion for Lopes to be returned to her was denied on October 5, 2011.

At the November 2, 2011, pre-trial conference conducted by Magistrate Frank Weiss both parties were represented by counsel. Arredondo provided her own interpreter. There was no resolution at the pre-trial conference and the matter was set for a future telephone conference.

Hernandez's motion to modify the shared parenting plan was eventually set for trial on April 23, 2012. In lieu of trial, the parties agreed to a modification of the shared parenting agreement, with a telephone conference set at a future date to resolve the child support issue. The decision dated April 23, 2012, served as the magistrate's recommendation to the judge only on the issue of custody. Ex. A. In Ohio, a magistrate's decision or recommendation must be adopted by the judge before it is considered final. Both parties had 14 days from April 23rd to object to the recommendation. Judge Karen Lawson adopted Magistrate Weiss's recommendation on April 24, 2012. Ex. B. The parties then had thirty days to file an appeal from the court's decision concerning custody. No appeal was taken by either party.

On June 13, 2012, a telephone conference with only counsel was held regarding child support. Based on the worksheet submitted by the parties through their attorneys,

¹ Attorney Leo Talikka is currently a respondent in a pending attorney disciplinary case styled *Disciplinary Counsel v. Leo Talikka* stemming from an unrelated matter. The Board of Commissioners on Grievances and Discipline recommended an indefinite suspension in the case. The matter is set for oral argument before the Supreme Court on January 8, 2013.

Magistrate Weiss recommended in his September 11, 2012 decision that Arredondo be required to pay \$226.53 per month in support. Ex. C. The recommendation was adopted by Judge Lawson on October 11, 2012. The parties had thirty days to appeal the decision of the court. Again, no appeal was ever taken. Consequently, there was no enforceable order to pay child support from the court at the time Arredondo filed her complaint with the Department of Justice. Talikka continued to serve as the attorney of record for Arredondo until the conclusion of the matter on October 11, 2012. Arredondo's assertion that she was ordered to pay child support prior to October 11, 2012 was both premature and technically incorrect.

B. April 23, 2012 Trial Date/Pre-trial Conference

As noted above, Hernandez filed a motion on September 28, 2011 to modify the shared parenting agreement. Lake County Juvenile Court set the matter for trial on April 23, 2012. According to Magistrate Weiss, Arredondo's attorney Leo Talikka had originally asked the magistrate, in a prior setting, for an interpreter to be appointed for the April 23rd trial date. Magistrate Weiss told Talikka he could request an interpreter by motion. No motion to appoint an interpreter was filed by Talikka prior to the April 23rd trial date.

In lieu of a trial being held, the parties, through their attorneys, represented to the court that an agreement had been reached to modify the shared parenting agreement. Consequently, no trial was held on April 23rd and the matter, for all intents and purposes, became a pre-trial or settlement conference. Magistrate Weiss also understood from the attorneys that an agreement had been reached prior to the trial date. The agreement contemplated that the father would serve as the custodial parent. An in-camera interview of Lopes was also conducted by Magistrate Weiss immediately before the pre-trial. Lopes is English proficient, but likely has a third to fourth grade level of language proficiency in Spanish. He indicated during the in-camera interview with Magistrate Weiss that he desired to stay with his father and visit his mother primarily on the weekends. He also added that Arredondo was not opposed to the proposed arrangement based on his conversations with her prior to the conference.

During the pre-trial conference Lopes served as the interpreter for the mother since no other interpreter was present. The audio recording of the conference clearly indicated that Arredondo was in agreement with the change in custody, as translated by the son. Transcript of April 23, 2012 Pre-Trial Conference, Pages 2,3,8, and 10. (Ex. E, hereinafter "Tr.p. ____".) See also Audio Recording of April 23, 2012 Pre-Trial Conference (Compact Disc). However, when Talikka began to reference that the support calculation would change in light of the modification in custody, Lopes indicated that Arredondo required an interpreter because she did not agree that the support should also change. Tr.p. 4-5. When asked or reminded by Magistrate Weiss that the parties were told to bring interpreters, Lopes indicated that Arredondo's interpreter could not come to the conference and that she could not find one that understood the laws. Tr.p. 6-7.

Toward the end of the pre-trial conference, it became clear that no agreement on the child support issue could be reached until Arredondo had an opportunity to meet with an interpreter to explain the support guidelines and calculations. Magistrate Weiss indicated that he would put on an order regarding a modification to the custody as agreed by the parties but not as to child support. Tr.p. 13,15. The magistrate's decision stated that the parties "agreed in open court, in lieu of trial, that the shared parenting plan was to be terminated." Ex. A. By putting on the order terminating the shared parenting plan, Magistrate Weiss had effectively made a determination to bifurcate the matter until Arredondo could obtain an interpreter to review the support issue. A new telephone conference date was scheduled for June 13, 2012 to discuss any agreement reached on the support issue. The telephone conference evidently concluded with an agreement on the support issue as reflected in the September 11, 2012 magistrate's decision. Ex. D.

At no time during the conference was an objection or statement made by Arredondo's attorney regarding the lack of an interpreter during the conference. Talikka relied upon Lopes at all times to communicate with his client.

Talikka sent a letter to Arredondo dated May 1, 2012 summarizing the outcome of the pre-trial conference and emphasizing that she had not provided an interpreter at the pre-trial conference despite both Talikka's and the court's prior instructions. The letter also indicated that Arredondo had agreed that Lopes would live with Hernandez who would become the custodial parent after the court's adoption of the magistrate's decision.

C. Lake County Juvenile Court and Supreme Court Interaction with Arredondo

Two pieces of communication were written by Arredondo or another individual on her behalf concerning the case in Lake County Juvenile Court. The first letter was written to Lake County Juvenile Court on November 2, 2011 in response to the motion filed by Hernandez to modify the shared parenting agreement. Ex. G. A second undated letter was delivered to the Supreme Court on June 8, 2012. Ex. H.

The November 2, 2011 letter explained that Arredondo had legal difficulties with Hernandez because of her inability to speak English. She also vaguely referenced her language barrier as preventing her from understanding why decisions were being made "without including me." Despite these issues, she twice mentioned that her attorney Leo Talikka was assisting her in the matter pending before the court. This letter was apparently an effort to communicate directly with the judge before the court reached a decision on the merits concerning the motion to modify the shared parenting agreement. This letter was included in a packet mailed to the Supreme Court in early June 2012 by Arredondo's daughter. The letter was not transmitted to the Supreme Court before this date.

In mid-May 2012, Bruno Romero, Manager of Interpreter Services, received a telephone call from a woman named Dora Acosta who identified herself as the daughter of Arredondo. Acosta informed Romero that a court in Lake County had denied

Arredondo the use of an interpreter. Acosta vaguely described some details of the case to Romero. Acosta indicated she was exploring all avenues to find some assistance for her mother.

Romero explained to Acosta that the Interpreter Services Program is not a regulatory program and is only charged with the certification and training of interpreters and training for courts on the use of interpreters. Romero asked Acosta to send copies of any documents she possessed. Acosta agreed to send Romero copies of her mother's case. He received a letter on or about June 8, 2012 from Acosta in a packet that included additional documentation. The letter was addressed to "Whom it May Concern" and detailed Arredondo's desire to file a "complaint" regarding the hearing that had occurred on April 23, 2012 in Lake County Juvenile Court. Ex. H. It is not clear whether Lake County Juvenile Court received a copy of the letter.

The June 2012 letter indicated that Arredondo was "denied an interpreter" and that she had no "clue what was going on or why any decisions were taken without taking me into account." She claimed that her attorney was of no assistance in helping her find an interpreter. She had unsuccessfully tried to find her own interpreter. The letter briefly describes the pre-trial conference on April 23, 2012, and the fact the magistrate asked if Arredondo agreed that custody would be granted to Hernandez. Arredondo indicated to the magistrate she was in agreement with the custody modification, if that is what he ordered, but that she was not in agreement as to the payment of child support. She asked in the letter whether the court process was fair since the custody was ordered without her having the ability to "defend herself."

Sometime after the April 23rd conference, Arredondo arrived at the Lake County Juvenile Court courthouse. She was placed in contact with court scheduler Colleen Aguirre. Aguirre is bilingual in Spanish and English. Aguirre is often called upon to assist in Spanish interpretation in informal matters for Lake County Juvenile Court. Aguirre determined the matter was under the jurisdiction of Magistrate Weiss, and that his decision had not yet been adopted by the judge. Arredondo explained that she could not afford to pay any related child support. Aguirre contacted Magistrate Weiss and he indicated that Arredondo could object to his decision. Aguirre listened to her concerns and told her that since the judge had not signed the final order there was still time to file an objection to the magistrate's order. She confirmed and communicated to Arredondo the exact deadline to file objections. Aguirre further discussed several options with Arredondo, including using the court website to complete and file an objection on her own, contacting legal aid or the Lake County Bar Association, using a known local Spanish speaking attorney, or relying on her own attorney to file the objection. Arredondo contacted Aguirre two weeks later to inquire as to the deadline for filing an objection to the order. Aguirre offered to meet with her at the courthouse, but never heard from her again. Aguirre is very confident that Arredondo understood the deadline to file an objection and the options that were explained to her to gain legal assistance. Arredondo also mentioned to Aguirre that she had "filed papers" against her attorney Leo Talikka and implied that utilizing him was no longer an option for her.

Arredondo did not mention to Aguirre that she had been denied an interpreter at the April 23rd hearing.

Judge Lawson did not personally receive the letter sent to Lake County Juvenile Court by Arredondo in November 2011. Ex. H. As a matter of court policy, and due to judicial ethics rules, Judge Lawson does not receive or respond to direct letters from parties. Staff typically responds to such letters with a standard form letter that the court cannot receive direct communication from parties. The court does not have a record of receiving or responding to the November 2, 2011 letter.

(2) All relevant Ohio state or county court statutes, rules, policies, plans, directives (“policies”), and practices regarding the provision of language services:

A. Legal Policy Regarding Language Access in the Courts of Ohio

The Supreme Court adopted Rules 80-87 of the Rules of Superintendence for the Courts of Ohio, effective January 1, 2010. The rules set forth the procedures for court interpreter certification and the maintenance of the certification. The rules also establish the Code of Professional Responsibility for Court Interpreters and Translators, conditions for reciprocity, and continuing education requirements. (Attachment #1). The Supreme Court recently adopted Rule 88 of the Rules of Superintendence for the Courts of Ohio that addresses the testing, certification and appointment of court interpreters effective January 1, 2013.

Sup. R. 88 requires courts to appoint foreign language and sign language interpreters in all cases or court functions when party or witness who is limited English proficient or non-English speaking requests a foreign language interpreter. The rule also guides courts to avoid appointing individuals who may have a conflict of interest or appear to have a conflict of interest. The rule also sets forth the requirement for courts to examine a party or witness to make a determination if there is a need for an interpreter. (Attachment #2)

Sup. R. 88 is the first attempt by the Supreme Court of Ohio to utilize its superintendence authority to place an affirmative obligation upon courts to appoint interpreters in a case or court function. Prior to the adoption of this rule scheme, the only guidance for Ohio courts appeared in laws promulgated by the Ohio General Assembly.

B. Legal Authority on the Appointment of Interpreters in Ohio

The Ohio Revised Code has a number of provisions regarding the appointment and payment of interpreters. (Attachment#3)

(3) Whether the policies were followed in the handling of Ms. Arredondo's case, and, if not, any explanation of what happened and why.

A. Application of Ohio Policies and Explanation

As noted above, Sup. R. 88 becomes effective January 1, 2013. It provides specific direction to Ohio courts to provide the equivalent of meaningful access as required by the Department of Justice. Sup. R. 88 requires a court to appoint an interpreter in a "case or court function" when the party or witness requests an interpreter, or the court concludes that an interpreter is required in order for the party or witness to participate in the proceeding. A pre-trial or settlement conference in lieu of a trial to discuss the agreement of the parties could reasonably be construed as a "court function" requiring application of Sup. R. 88.

Lake County Juvenile Court has a well established practice of appointing interpreters in matters when one is requested by the parties, or it is known that the party, especially a juvenile, will require one upon his/her presentation to the court. Given that Lake County Juvenile Court has appointed interpreters to over 147 hours of courtroom proceedings in 2012, it is clear that interpreters are available and regularly utilized by the court. In less formal situations, staff with foreign language skills are called upon to assist deaf or LEP individuals in a court proceeding.

Prior to the effective date of Sup. R. 88, Lake County Juvenile Court adopted a practice generally requiring parties to bring interpreters to court functions that are not technically on the record or where evidence or testimony will not be submitted to the court. These matters may include status, settlement, or pre-trial conferences. In two proceedings conducted prior to the April 23rd conference, Arredondo arrived with a Spanish interpreter not appointed by the court. According to the transcript of the April 23rd conference, there were problems that prevented Arredondo from obtaining her own interpreter for the conference.

Arredondo was represented by counsel in every stage of the proceeding. However, her attorney did not help her secure the resources needed to meaningfully participate in the pre-trial conference. Talikka is not Spanish speaking and had difficulty communicating with his client without the aid of Lopes. It is not clear from the transcript and the surrounding communications that Arredondo was fully informed that the change in custody would result in a reversal of the child support payments.

Magistrate Weiss attempted to mitigate the problem created by the lack of an interpreter by bifurcating the matter until Arredondo had the opportunity to review the child support guidelines with an interpreter. Magistrate Weiss was prepared on April 23rd to merely caucus with the parties to determine that an agreement had indeed been reached as to custody and support. No testimony was to be taken or evidence submitted. Magistrate Weiss mentioned during the pre-trial conference that he had told the attorneys prior to that date that they needed to work out the child support issue. Tr.p. 9. When the

support issue became a point of contention, it became clear to Magistrate Weiss that that issue would need to be postponed until an interpreter could work with Arredondo to understand the support guidelines and calculations.

The Lake County Juvenile Court did not violate an Ohio policy through its practice of requiring parties to secure their own interpreters for court functions that do not involve an evidentiary hearing or trial such as a pre-trial or settlement conference. At the time of the April 23rd pre-trial conference, no Ohio policy existed that required an interpreter in to be provided in such situations. Effective January 1, 2013, interpreters will be required to be appointed in these situations through Sup. R. 88.

Arredondo's complaint is the result of a combination of Lake County Juvenile Court's practice requiring parties to bring their own interpreters to court functions other than trials, the lack of adequate counsel for Arredondo, and the expectation by counsel and Magistrate Weiss that an agreement had been reached by the parties prior to the April 23, 2012 trial date. Despite the interpretation issues, the child support issue was resolved through counsel at the June 2012 conference call. There is compelling evidence that Arredondo agreed to the change in custody despite the lack of an interpreter at the April 23rd pre-trial conference. Whether Arredondo's attorney later secured his client's authority to enter into this agreement on child support and present it to the court for adoption during the June 2012 telephone conference is unknown. If not, it is likely an underlying cause of Arredondo's complaint.

2. Please indicate if and how Ms. Arredondo was notified of the right to file a complaint in the event that she felt that she had been discriminated against by the Lake County Juvenile Court of Common Pleas due to her limited English proficiency or national origin or if the court failed to provide appropriate language assistance.

Lake County Juvenile Court did not inform Arredondo that she could file a complaint with the Department of Justice. The first and only encounter Lake County Juvenile Court had with Arredondo outside a court proceeding and not accompanied by counsel was when she arrived at the court to explain that she could not afford the child support. Aguirre was the only court employee to communicate with Arredondo after the April 23, 2012 conference. Aguirre, realizing the matter was still pending and that objections to the magistrate's decisions could still be filed, sought other solutions for Arredondo to explore to resolve the issue. Aguirre does not recall Arredondo complaining that an interpreter was not provided during the April 23rd hearing, only that she could not pay the anticipated support payment. When contacted by Arredondo's daughter in June 2012, the Supreme Court did not inform her daughter of the ability to file a complaint.

3. Please explain how the Ohio courts ensure compliance with Title VI, the Safe Streets Act, implementing regulations, and assurances. Please identify the office(s) and official(s) responsible for implementation of language access policies and procedures and for compliance with Title VI and related laws and assurances.

Include in your explanation the steps that are taken, if any, to ensure that LEP individuals, their counsel, and other members of the public understand the right to language services, are given notice of the right to request an interpreter and how to complain in the event that the request is denied. Please describe the complaint resolution system.

A. Communication and Information Provided to Courts Regarding Title VI by the Supreme Court of Ohio

The Supreme Court maintains a Court Interpreter Program within its Judicial and Court Services Division. Bruno Romero, bilingual in Spanish and English, has served as the manager of the program for the last nine years. Romero was instrumental in drafting and recommending the Supreme Court adopt its first rules of superintendence concerning certification and appointment of court interpreters in Ohio. These rules also include Sup. R. 88, that clarifies for the courts when the appointment of an interpreter must be made. As noted previously, this rule becomes effective January 1, 2013 and will ensure meaningful access to the courts for all deaf and LEP individuals.

The Supreme Court has taken the following steps to inform trial courts of their Title VI obligations:

1. August 25, 2005, Bruno Romero sent letter to all court administrators with a packet regarding Title VI compliance. (Attachment#4).
2. May 23, 2008, Supreme Court of Ohio releases *Interpreters in the Judicial System: A Handbook for Judges*. The handbook was sent to all judges in Ohio. The handbook cites Department of Justice requirements.
3. February 25, 2009, *Who Pays for the Court Interpreter? A Federal Primer for Ohio Courts* for Court Personnel, the Ohio Judicial College and Interpreter Services Program, web-based seminar. The seminar was led by staff at the U.S. Department of Justice.
4. November 18, 2009, *Language Access in the Courts: Non-Courtroom Uses of Interpreters* for court personnel, a web-based seminar presented by the Ohio Judicial College and the Interpreter Services Program.
5. On December 2, 2010, *Non-English Speaking Litigants and the Use of Interpreters in Ohio Courts*, a two hour CLE program presented by Ohio Judicial College and the Interpreter Services Program, Columbus, OH.
6. January 31, 2011, Administrative Director Steven C. Hollon, sent a letter to all judges regarding Sup. R. 88, Executive Order 13166, Memorandum of Understanding between DOJ and the State of Maine Judicial Branch, letter from DOJ to Supreme Court of Indiana regarding *Arrieta v. State*, and other documents regarding Title VI compliance. (Attachment #5).
7. February 2, 2011, *Fairness, Language Access and Non-English Speakers in Your Court*, presentation developed by the Ohio Judicial College, Association of Municipal/County Judges of Ohio Winter Meeting, Columbus, OH.

8. March 23, 2011, *Providing Access to Justice for Limited English Proficient Individuals*, presentation developed by the Ohio Judicial College, Columbus, OH.
9. April 11, 2011, *Access to Justice & Fairness for Non-English Speakers in Courts*, Retired Judge Seminar, Ohio Judicial Conference.
10. September 24, 2012, *Courts, Interpreters and Rule 88*, presentation by the Interpreter Services Program to the Montgomery County Common Pleas Court, Dayton, OH.
11. September 26, 2012, *Ohio Judges and Lawyers' Guide to Using Interpreters Under New Sup.R.88*, presentation by the Interpreter Services Program to the Columbus Bar Association, Columbus, OH.
12. October 19, 2012, *Access to Justice and Fairness in the Courts for Judges*, presentation developed by the Ohio Judicial College, Cleveland, OH.

B. Training and Education for Judges, Court Staff and Interpreters

The Supreme Court has maintained a vigorous training program for many of the legal professionals in the state, including judges, magistrates and other court personnel. Since 2004, the Ohio Judicial College and the Interpreter Services Program have offered 112 courses or approximately 600 hours of training regarding language access matters. (Attachment #6)

C. Resources Available for Trial Courts on Language Access

The Supreme Court has also developed a number of resources to assist courts in accommodating individuals who have limited English proficiency.

1. Supreme Court releases *Report on the Use of Interpreters in Ohio Courts* (February 2006).
2. *Working With Foreign Language Interpreters in the Courtroom: A Bench Card for Judges* (February 2007).
3. *Working with Interpreters for Deaf or Hard of Hearing Persons in the Courtroom: A Bench Card for Judges* (May 2007).
4. *Interpreters in the Judicial System: A Handbook for Ohio Judges* (February 2008).
5. *The Role of Interpreters in the Legal System* (DVD) (August 2008).
6. Interpreter Services Program article on *interpreter qualifications*, University of Dayton Law Review (February, 2009).
7. Supreme Court Translates 27 court forms into 5 languages (Arabic, Chinese, Russian, Somali and Spanish) (February 2010).
8. Supreme Court certifies court interpreters for first time (February 2011).
9. Supreme Court releases Cultural Misconceptions about Deaf People and the Challenge for the Courts (DVD) (June 2011).
10. Testing and Certification of Court Interpreters
 - a) Administered testing for English-Spanish speakers in 2010;

- b) Expanded testing and certification in 2011 to 6 languages: Arabic, French, Mandarin Russian, Somali and Spanish;
- c) Added Testing in Bosnian, Cantonese, Korean and Vietnamese in 2012.

D. Complaint Process

Ohio does not currently have a satisfactory system to notify LEP individuals of their right to an interpreter and the ability to file a complaint in the event they are denied an interpreter. The Supreme Court's emphasis during the last several years has been on developing training and certification for interpreters. Recently, the Supreme Court has taken additional steps to educate Ohio courts about federal compliance issues. (See Attachment #5.) The Supreme Court recognizes the need for a notice and complaint system in Ohio.

4. Please provide the name, address, title, and telephone number for the person(s) at the Lake County Juvenile Court responsible for coordinating language assistance services.

Linda Downs, 53 E. Erie. St., Painesville, Ohio 44077. Title: Assignment Commissioner.
Phone: 440-350-3127

Proposed Next Steps

In light of the complaint filed by Arredondo and as presented in your letter dated October 5, 2012, the Supreme Court initiated a review of the matter through Administrative Counsel Allan Asbury with assistance from Interpreter Services Program Manager Bruno Romero. Asbury and Romero conducted interviews of Judge Lawson, Magistrate Weiss, and court scheduler Aguirre in November, 2012. The review was necessary in order to provide the Department of Justice with a thorough background and description of the matter. The review is contained herein.

The Supreme Court proposes the following steps in order to resolve Arredondo's complaint:

1. It will assist Arredondo in obtaining competent pro bono counsel to file a motion seeking a modification of the support order and/or reconsideration of the order issued by the court on October 11, 2012. The Supreme Court will work with the Lake County Bar Association or other local bar association to identify pro bono counsel. The Supreme Court will contact Arredondo directly with the name and contact information for an attorney. This step will be completed by December 31, 2012.
2. The Supreme Court will reinforce with Lake County Juvenile Court and all other courts the need to appoint interpreters in all "court functions" that may involve non-evidentiary hearings, settlement conferences and pre-trial conferences in light

of the Supreme Court's Sup. R. 88, effective January 1, 2013. While the rule does not define "court functions", Supreme Court staff will take the position that it applies to the types of above described court activities. The Supreme Court, through the Office of the Administrative Director, will issue a letter to Judge Lawson asking her to require the appointment of a qualified interpreter in any future proceeding or court function that may be scheduled as the result of any new motions filed by Arredondo's new counsel. Since the matter may be appealed to the Supreme Court through the application of the Ohio Rules of Civil Procedure, the Court cannot direct Lake County Juvenile Court as to the outcome of the proceedings. This step will be concluded by January 15, 2013.

3. The Supreme Court Interpreter Services Program will propose the implementation of a statewide complaint resolution system for LEP individuals to the justices of the Supreme Court. This proposal will be made to the Court before June 2013.
4. The Supreme Court will directly assist Lake County Juvenile Court in developing an LEP plan with a designated language coordinator. This step will be concluded by June 2013.
5. The Supreme Court will initiate an awareness program for LEP individuals and their counsel in order to emphasize their right to request an interpreter and file a complaint with the proposed complaint resolution system. This step will be completed by September 1, 2013.

The Supreme Court will keep your office apprised of its progress on the proposed steps, if agreed upon, and issue a final report to you on or before December 31, 2013.

We appreciate being given the opportunity to work with the Department of Justice to resolve this complaint. It is our desire to resolve this matter without the filing of a formal complaint by the Department of Justice. I have assigned Administrative Counsel Allan Asbury and Interpreter Services Manager Bruno Romero to work with your office to initiate discussion of a mutually agreeable resolution. Please feel free to contact them directly at the above address and telephone number.

Sincerely,



Steven C. Hollon
Administrative Director

cc: Chief Justice Maureen O'Connor
Hon. Judge Karen Lawson, Lake County Juvenile Court Juvenile Court