

NOTICE TO THE BAR

Assessment of Interpreter Fees by the Court

When the court has scheduled a matter requiring an interpreter, parties are required to notify the court if the matter settles or is otherwise to be postponed so that the court does not incur interpreter fees unnecessarily. If a party fails to so notify the court, that party may be assessed the cost of the interpreter.

Pursuant to Administrative Directive #3-04, promulgated March 22, 2004, all vicinages will begin enforcing the assessment of interpreter fees to attorney or self-represented parties when unnecessary interpreting costs are incurred by the court. Matters involving self-represented parties will be reviewed on a case-by-case basis, taking into account whether they were clearly made aware in advance of the obligation to notify the court of cancellations and considering their ability to pay.

The following general guidelines will be used to determine if an attorney or self-represented party should be ordered to reimburse the Judiciary for part or all of the actual expenses incurred for unnecessary interpreting costs. The Judiciary will seek reimbursement in the following situations:

1. The matter is settled before the interpreter's services are needed and the party who requested the interpreter could have notified the court in advance and such notice would have allowed for cancellation of the interpreting assignment at no cost or a reduced cost to the court.
2. The attorney or the self-represented party who requested the interpreter failed to appear for the event for which the interpreter was requested and was negligent in failing to provide such advance notice or had no reasonable grounds for failure to appear.
3. The attorney or self-represented party who requested the interpreter was negligent in not requesting an adjournment until the date the matter was scheduled and could have notified the court in advance of such request.

Each vicinage will list on its page on the Judiciary's website a contact telephone number for questions or issues related to scheduling or canceling interpreting services.

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Acting Administrative Director of the Courts

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