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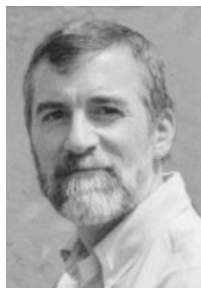
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CATI is a chapter of the American Translators Association. For more information, see the ATA website:

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From the CATI President

Opportunities to make a difference

By Mike Collins

Dear CATI colleagues,

Welcome to this 2007

Summer edition of your *CATI Quarterly*. I hope everyone is enjoying a relaxing, but busy and prosperous summer.

Even though we are in summer mode, there are a few things to start thinking about for the coming months.

Two positions on the Board of Directors will be up for election this fall. If you feel you might like to con-

“Two positions on the Board of Directors will be up for election this fall. If you feel you might like to contribute to CATI as a member of the Board, please give it some thought.”

tribute to CATI as a member of the Board, please give it some thought. Feel free to contact any current board members if you would like to learn more about what is involved.

The current CATI board is considering at least two workshops for this fall – one dealing with the basics of translation memory programs and another with interpreter training. More details will be made available as planning progresses.

This summer's CQ has a decidedly legal bent to it. This should come as no surprise given the increasing demand for competent

translation and interpretation throughout all areas of commerce and society these days. The need for accurate transmission of ideas, concepts, legal protections, and guarantees in the language of the consumer, whatever that language may be, cannot be ignored. And we as professionals have the obligation of filling that need at the highest level.

Martin Arias's article on legal issues surrounding marketing to the Hispanic community is both enlightening and thought-provoking. While some of the issues will be familiar to readers, many new twists and considerations arise. Mr. Arias points out that in many cases it is local and state law that is driving these language requirements, and failure to comply with them could

result in fines or other sanctions. These factors greatly influence companies' decisions about what and how to translate.

As a follow-on to this informative article, our own Jackie Metivier recounts her experiences in association with a marketing and sweepstakes campaign designed in part to target Hispanic consumers. Her description of the hoops that must be jumped through and the effect they have on the translation and process as a whole add a real-

Continued on page 2

From the CATI President *continued*

world perspective to Mr. Arias's piece.

This issue also includes Part 2 of my company's experience with a major client who went bankrupt, and the subsequent legal ramifications. I hope our experience will help forewarn our translation and interpretation colleagues – when a client goes bankrupt, there may be

“I hope our experience will help forewarn our translation and interpretation colleagues – when a client goes bankrupt, there may be more at stake than unpaid invoices.”

more at stake than unpaid invoices.

Lastly, in his column from the Editor's Desk, David Heath remarks on how the lack of understanding of

“Even in our increasingly multicultural society, there is a persistent lack of understanding of what proper translation and interpretation entail.”

translation and interpretation in this country can have legal and regulatory implications. He points to ATA's School Outreach Program as a way to work toward educating the wider population on what translation and interpretation is all about. What bet-

ter place to start than with our young people in the schools?

Even in our increasingly multicultural society, there is a persistent lack of understanding of what proper translation and interpretation entail. This failure can have a direct impact on people's lives and welfare, particularly if they are denied rights or services for reasons of

poor or no resources in a language accessible to them.

As the summer heads into fall, I hope you will consider volunteering in the schools and in our communities to spread the word. Good places to start are the foreign-language classes and the ESL (English as a Second Language) classes. There is nothing finer than seeing the eyes of ESL students light up as they realize their native language could open the door to a career for them some day.

I wish you all a relaxing and enjoyable summer!

Sincerely,

Mike Collins

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We would like to hear from you!

If you have an opinion that you would like to share with your CATI colleagues on any of the ideas expressed in this newsletter, please write to the editor,

**G. David Heath, at:
infoexact@mindspring.com**

Submissions are subject to editing.

Advertising and marketing translations attract growing legal attention

With the increasingly common practice of advertising and marketing to the Hispanic community in Spanish, and with the complexity of state and federal regulations governing foreign-language advertising, it is becoming increasingly important for translators to understand the legal issues in this sector.

This issue of the *CATI Quarterly* includes a review of some of the most important and applicable state and federal regulations by **Martin Arias**, an attorney who specializes in advertising and marketing. It also includes an interview on the same

topic with **Jackie Metivier**, Immediate Past-President of CATI and President of Bilingual Communications. Jackie drew the attention of the *CATI Quarterly* to this growing concern after she translated a bank's marketing campaign into Spanish. She provides more details in her interview with the *CATI Quarterly* (see page 6).

Although the article and interview focus on Spanish-language advertising and marketing, the various state and federal regulations apply to all foreign-language translations.

The following article, which is reproduced here by permission of the author, is an abridged version of the article that appears on the author's website. To read the complete, unabridged version, including details of specific cases and excerpts from appropriate FTC statements, please go to www.martinariaslawfirm.com/.

Lost in translation: Legal issues raised when a company markets to the Hispanic consumer

By **Martin Arias, Esq.**



In the United States, product advertising in Spanish has increased significantly in recent years. Companies and advertising agencies spent over two

billion dollars for the first six months of 2006 in advertising directed at the Spanish speaking domestic population, representing a twenty percent (20%) increase over the same period last year.¹

This development is not surprising given that the Hispanic population in the United States has surpassed 40 million, with a purchasing power in the hundreds of billions of dollars.²

Significantly, a company's decision to target this market by advertising in Spanish—while it may ap-

pear simple at first blush—can raise a host of legal issues.

A. Federal regulations governing advertising in Spanish

First, there are specific regulations governing advertising in Spanish of which a company may not even be aware. In the typical scenario, a company or its lawyers will review an advertisement and related materials to ensure they (i) are not "unfair or deceptive" in violation of the Federal Trade Commission Act, and (ii) comply with legal requirements imposed by state consumer protection laws, intellectual property laws, and general contract law. If a product or service is advertised in Spanish, however, the Federal Trade Commission ("FTC") requires that all disclosures related to such a product or service, which are otherwise subject to the FTC's "clear and conspicuous" requirement, be in Spanish too.

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Continued on page 4

A failure to follow this regulation may lead to prosecution, fines, and penalties.

Moreover, the FTC has ruled that it is “unfair and deceptive” to Spanish-speaking consumers, and a violation of Section 5 of the Federal Trade Commission Act, when a company partially discloses the contractual terms and conditions for a service in Spanish to customers who understand only Spanish, without a full translation of all the terms and conditions into Spanish

B. State regulations

Second, some states require a company advertising in Spanish to provide material relevant to the product or service in Spanish as well.

For example, in Maryland it is considered an “unfair or deceptive trade practice” for a seller to fail to furnish the buyer with a fully completed receipt or copy of any contract which pertains to a door-to-door sale at the time of its execution, which is in the same language as that principally used in the oral sales presentation. Similarly, in connection with any door-to-door sale in Idaho, it is an “unfair and deceptive act or practice” for a seller to fail to furnish the consumer with a fully completed receipt or copy of any contract pertaining to such sale at the time of its execution, which is in the same language, e.g., Spanish, as that principally used in the oral sales presentation.

In Texas, an automobile insurance company must provide the insured a Texas Liability card with text in both English and in Spanish, or a least notify the insured of the availability of such text in Spanish. In Connecticut, telephone service companies must provide service termination notices in English and in Spanish if such company has a “substantial” number of non-English speaking, Spanish-surnamed customers.

C. Product liability issues

The decision to advertise in Spanish, if not executed properly, also

can raise potential product liability issues.

1. Cases finding that a failure to warn in English could give rise to liability

The Restatement (Third) of Torts: Product Liability (“Restatement”) requires that product sellers provide “reasonable warnings and instructions” about risks that exist in their products.

Restatement § 2(c), cmt. i. A warning must be understandable to the reasonably anticipated users of the product. Thus, warnings in a language other than English may be required where it is reasonably foreseeable that likely users of the product do not speak English.

Consistent with these general principles, some courts have found that a failure to warn of a potential product danger in Spanish, especially if the target customer is Spanish-speaking, could be a factor in determining a manufacturer’s liability on a product liability theory.

2. Cases finding no liability where applicable statutes and regulations do not require warnings in any language other than English

By contrast, other courts have held that a manufacturer may be under no duty to warn in a foreign language where specific regulations prescribe the warnings and do not require warnings in a language other than English.

D. Practical and ethical issues

In addition to the legal issues that may arise when a company uses the Hispanic media to target Spanish-speaking consumers, there are practical issues the company should consider in the execution of its marketing strategy. Most notable is the decision to hire a qualified attorney to advise the company in this context.

In a typical marketing situation, a company may hire a lawyer to review a proposed advertisement and related materials to ensure that they comply with relevant legal re-

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Global also wishes to recognize the many CATI members it counts among its vendors, contractors, and employees. Their efforts have contributed in no small part to our success over the years.

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For more information about our company, please visit us at www.globaltranslation.com.

For information on obtaining translation services or joining the Global team, please contact us at info@globaltranslation.com, or call us at (919) 967-2010.

Legal issues *continued*

quirements. When the company wishes to target the Hispanic market by advertising in Spanish, however, it should seriously consider whether the attorney conducting such a review is fully literate in Spanish. If the attorney reviewing the advertisement and related materials does not speak and read the language, she will not be able to catch and correct potential legal issues. In some situations the attorney may hire a translator to translate the proposed materials to English so that the attorney can review it. Such a scenario poses its own risks because legal translation errors may occur when the translator is not an attorney and does not understand technical legal terms.

Ethical issues may confront an attorney in this context as well. Specifically, the Model Rules of Professional Conduct require an attorney to provide her client with competent representation. An attorney reviewing or providing legal advice regarding material written in a foreign language, the nuances of which she does not fully comprehend, may not be providing competent legal representation.

E. Cultural sensitivity

Finally, sensitivity to Hispanic culture and language when naming products or services can go a long way. A few companies in the past have named products that, when translated to Spanish, have had rather comic results. The infamous Chevy Nova[®] is the prime example. *Nova* in Spanish means “it doesn’t go” or “it doesn’t work.”

Colgate[®] toothpaste, in South American slang, sounds very similar to the expression “hang yourself.” The Mitsubishi “*Pajero*,”[®] in Argentine slang, is suggestive of a lewd act.

F. Conclusion

In sum, if a company is specifically targeting the Hispanic market in Spanish for sales of its products and services, it, or its lawyers, should make sure that the company is compliant with all laws and regulations governing such a marketing and advertising strategy. And, out of an abundance of caution, the company should consider translating all material documents into Spanish. In addition, the company should consider hiring an attorney who is qualified both in terms of language and legal skills to ensure that the proposed Spanish advertising and marketing materials comply with all relevant state and federal laws, and that such materials do not risk offending the target customer from a cultural perspective.

Martin Arias is an advertising and marketing attorney and served as in-house advertising counsel for a Fortune 100 company for several years. He received his J.D. from Boston University School of Law in 1993 and now runs his own law firm. He can be reached at 215-749-0888 or Martin_Arias_attorney@yahoo.com.

¹ Marketing y Medios (MyM) Staff Report, *Hispanic Media Leads Ad Spend Growth*, (September 06, 2006).

² U.S. Census Report (2005)

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Advertising and marketing publications attract growing legal attention

One translator's experience: An interview with Jackie Metivier



CQ: Thank you for drawing CATI's attention to this increasingly important concern. Can you describe the situation that made you

aware of the extent to which translation clients are concerned about legal implications?

JM: A few months ago, I was asked to translate a marketing campaign for a large financial institution with branches in several states on the East Coast. The campaign included posters, direct mail, TV, and radio advertisements.

For this particular client, whom we have served for 10 years, our translation work is always sent to the bank's attorney's office for approval. Their bilingual attorney verifies that the message is clear and meets their legal requirements. I am aware of this process only when something is non-compliant. Otherwise, I just see the posters at the branch offices or hear the radio/TV ads on Spanish media.

The particular campaign that made me aware of the extent to which my client's attorney was concerned about legal implications involved a NASCAR race sweepstakes. We had been asked to translate the Fuel Your Dreams Sweepstakes campaign:

**Fuel your dreams
Enter the Need for Speed
Sweepstakes**

As most translators know, advertisement translation can be quite a challenge, and the possibilities

can be endless. After a brainstorming session, our translation team came up with several options:

1. Impulse sus sueños. Inscribase en la rifa de *gran impulso*.
2. Acelere sus sueños. Compita en la lotería *A toda carrera*.
3. Energize sus sueños. Participe en el sorteo *A gran velocidad*.

"For this particular client ... our translation work is always sent to the bank's attorney's office for approval. Their bilingual attorney verifies that the message is clear and meets their legal requirements."

4. Échele gasolina a sus sueños. Entre al sorteo *A gran velocidad* Tome la pista del sorteo de Gran Velocidad.

I was very proud of the translation submissions, but disappointed to hear that the bank would not print the Spanish translation by itself. According to their attorneys, they had to print the name in English "Fuel Your

"As most translators know, advertisement translation can be quite a challenge, and the possibilities can be endless."

Dreams Sweepstakes" followed by "*Impulse sus sueños*" (the first translation we offered). In addition, the job tripled in size because the legal department required the translation of all the disclosure statements, terms and conditions, and official sweepstakes rules.

Marketing campaigns are always under a tight deadline. Typically the client, in this case a bank, meets with the advertising firm that produces the ads; they meet again, get approval,

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Bilingual Communications offers services in Spanish and English exclusively. By concentrating its time, energy, and resources on a single pair of languages, the company is able to offer expert services in its specialty areas.

The company's president, Jackie Metivier, is from Mexico and travels there often. This enables her to keep up with her native language and culture, a necessity for service to the local North Carolina Hispanic market, 69% of which is from Mexico.

While most of the company's work is from English to Spanish, Bilingual Communications uses qualified native speakers of English for translation from Spanish to English.

For further information, please visit our Website at:

www.bicomms.citysearch.com

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An interview with Jackie Metivier *continued*

and the ads are produced. The source language files are sent to the translation company, which in turn sends the files (source and target) back to the legal department. If the files are approved, they are sent to the advertising agency for production and then back to the translation company for final proofreading and finally, they are sent to the printer.

I particularly like to see “transparent” translations, for example, messages in Spanish

that convey an idea without having the source-language text looking like a crutch. But the legal requirements of the situation leave the translators without options – we must comply with them.

CQ: Have you done any other types of legal translations, and if so could you offer *CATI Quarterly* readers the benefit of your experience in those areas?

JM: I have done numerous translations of birth certificates, divorce documents, résumés, school transcripts, and adoption paperwork from English to Spanish or Spanish to English. This work is for clients interested in applying to a new job, obtaining higher education, or filing paperwork with INS (now USCIS) to become US Citizens.

These documents are typically issued by the local health departments, government record’s office,

or universities in their country of origin. I have translated so many documents, that I have become familiar with some of the layouts, styles, and country emblems. So, when I came upon a document that looked very different, almost “home-

“I particularly like to see ‘transparent’ translations, for example, messages in Spanish that convey an idea without having the source-language text looking like a crutch.”

made,” I decided to include the following statement:

“The authenticity and accuracy of the original document is subject to the legalization certification of the issuing country.”

For legal translations, such as the above, I include a translator’s affidavit, which states:

“I certify that the translation is a true and accurate translation of the original document composed in the (source) language, and that I am ATA-certified from English to Spanish.”

That affidavit, along with my ATA Errors and Omissions liability insurance coverage gives me a better sense of security. I have never had a client return to me and say that the translation was not sufficient or did not meet the legal requirements.

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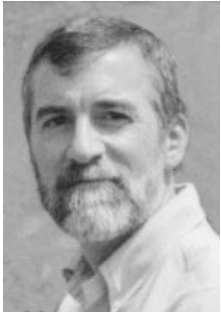
If you would like to comment on the article by Martin Arias or on Jackie Metivier's interview, please write to the CATI Quarterly editor, G. David Heath, at: infoexact@mindspring.com Submissions are subject to editing.

Insult to injury: When your client goes bankrupt

Part 2: Settle or fight?

By Mike Collins

Part 1 of this article, "The initial shock," was published in the Spring 2007 edition of the *CATI Quarterly*.



In June of 2006, we received virtually the same letter again, listing what we had been paid during the preference period and offering to settle for 80% of the total

"...to avoid unnecessary litigation...". I contacted the firm and explained that we had already received this once, and that it had been withdrawn as a mistake. The response to me was that just because they had withdrawn it earlier didn't mean that they had waived their right to press the claim again.

We turned once again to our attorney, who brought in a bank-

ruptcy specialist in his firm to help out. We quickly learned that the Preference Claim, designed to ensure fair distribution of assets during Chapter 11, is very often

abused. "I make lots of presentations to business groups on bankruptcy law," said our specialist. "Whenever I get to this topic, the anger in the audience is palpable."

What frequently happens, he explained, is that the trustee or the trustee's law firm will cast a very wide net concerning preference claims. Rather than diligently searching for instances where payments were actually made in preference, they simply list most or all of the payees during the 90-day preference period. What follows is then a game of negotiation and settlement designed to bring enormous amounts of cash into the bank-

ruptcy trust, with the law firm usually taking a percentage.

Preference claims are tried in Federal Court before a bankruptcy judge. A typical defense would consist of producing records showing that there had been no deviation from the ordinary course of business during the 90-day period, and hiring an expert witness to testify that the terms of business between the client and the vendor were normal for the industry in question. Up until 2005, any litigation over preference claims had to be done in the jurisdiction of the trustee. The law has since been amended to change this to the jurisdiction of the litigee, and to bar preference claims for amounts under \$5,000. However, our client's bankruptcy had been filed before the law was amended,

"We quickly learned that the Preference Claim, designed to ensure fair distribution of assets during Chapter 11, is very often abused."

and we faced the prospect of being forced to defend any litigation in a court in Tennessee, instead of our home state of North Carolina. This would add additional costs to our defense, including hiring counsel

"I make lots of presentations to business groups on bankruptcy law," said our specialist. "Whenever I get to this topic, the anger in the audience is palpable."

out of state.

Widespread abuse of the type we were experiencing was one of the reasons for the 2005 amendment. Federal bankruptcy judges

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Durham Technical Community College is a charter member of the North Carolina Community College System. When the North Carolina General Assembly authorized a small appropriation to establish a limited number of area schools to be known as industrial education centers in 1957, Durham already had a vigorous program in adult education through the Vocational and Adult Education Department of the Durham City Schools.

A Practical Nursing program had been established in 1948; other programs included training in mechanical drafting, architectural drafting, and electronics technology. In addition, literacy skills training was offered for adults. Courses to upgrade the skills of workers were also offered in a variety of trades.

The Community Spanish Facilitator Certificate Program offered by the College prepares students to act as paraprofessional Spanish interpreters in the community. Courses are taught within a cultural context and include community service projects. This is a day and evening program. The required courses are offered during lunchtime and evening hours to accommodate working students.

For information, visit the College's website at:
www.durhamtech.edu/html/prospective/programsofstudy/spi.htm

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When your client goes bankrupt *continued*

were well aware of these abuses, and that could be a point in our favor. As for punishing the abusers, the only option is to file post-trial motions to investigate whether the determination of preferential payments was proper. If it was not, the trustee and/or lawyers can be sanctioned.

In the case of our client, there were a few unusual circumstances

"Once the wide net was cast, many businesses would likely settle to avoid the headache and expense of litigation."

that seemed to support our supposition that this was not a simple preference claim, but rather a gold-digging expedition. When it filed for Chapter

11, its largest creditor moved in to purchase the bankrupt company and began liquidating it. We knew this creditor was owed millions of

"In the end we decided to fight ... There was a principle at stake – the principle of not giving in to what, in our eyes, amounted to extortion."

dollars, and stood to receive (like the rest of us) only pennies on the dollar in repayment. Anything it could do to enrich the estate before distribution would increase its total recovery in the end. Once the wide net was cast, many businesses would likely settle to avoid the headache and expense of litigation.

Our attorneys reasserted our position that the payments we had received were not 'voidable,' that is, could not be claimed as having been paid preferentially. We included a detailed list of invoice dates, check-received dates, and other information as justification.

The response from the trustee's attorney was an offer to settle for \$6,750, considerably less than the original proposal. This indicated to us that he had reviewed our documents and was aware that his case

was very weak. Our attorney confirmed our assumptions, and added that this amount was roughly equal to what we would probably have to pay to defend ourselves – in other words, the trustee's attorney was gambling that we would do the numbers and pay protection rather than risk a lawsuit.

We had arrived at the moment of decision: settle or fight?

We consulted with our attorneys at length. While we had the strongest defense they had seen in such a case, one can never

be sure what will happen in court. Although it was clear that the trustee knew his case was weak, if we failed to settle and then somehow lost in court, we would be liable for the entire \$21,000 of the original preference claim. "In addition, the trustee has nothing to lose," the bankruptcy specialist told us. "They can hand these cases off to be tried on a contingency basis, so that they incur no expenses and the litigating attorneys are paid only if they win."

With these stakes in mind, and one day to think about it, my two partners and I considered what to do.

We knew that the easy thing to do was settle – pay them to make them go away. After all, the settlement they were offering was considerably less than what they had originally demanded. And if we went to court and lost? The hit to us would be substantial.

In the end we decided to fight. From the cold perspective of the balance sheet, this may not have been the best decision. However, in our minds there was more at work here than dollars and cents. There was a principle at stake – the principle of not giving in to what, in our eyes, amounted to extortion. There

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Working as he does in two languages at In Town Optical, Andres understands the importance of good communication.

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In Town Optical
1241-14 South Main Street
Wake Forest, NC 27587

Tel: 919-554-0860

Website:

www.intownoptical.com

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A welcome to new members

CATI welcomes the following new members who have joined the association in the past 3 months. The new members are listed here with their language pairs and preferred fields, if available.

Adriana Adarve, Asheville, NC 28806. Regular member. English>Spanish T/I, English>French T, French>Spanish T/I. Medical, dental, chemistry, commercial, technical, education.

Chris Bruton, Durham, NC 27707. Regular member. Spanish>English T/I. Literary, legal, medical, pharmaceutical, news reports, marketing.

Raul Castillo, Leicester, NC 28748. Regular member. English>Spanish T/I, Spanish>English I. Medicine, health care, pharmacology, dentistry, physical therapy, education.

Maria Coller, Lexington, SC 29072. Regular member. Legal, education, insurance, social work, medical. English>Spanish T/I. Legal, education, insurance, social work, medical.

Natalie Guitton, Charlotte, NC 28262. Regular member. Spanish>English T/I, English>Spanish T/I, English>French T, French>English T. Tourism, human resources, marketing, family planning.

Grace P. Hanbury, Lexington, SC 29072. Regular

member. Spanish>English T/I, English>Spanish T/I. Advertising, business administration, immigration, labor relations, personal documents, workers' compensation, health care, physical therapy, food/nutrition, construction, fashion, import/export.

Yoshiko Holleran, Travelers Rest, SC 29690. Regular member. English>Japanese T/I, Japanese>English T/I.

John Matthews, Raleigh, NC 27608. Corporate member. English>Spanish T/I, Spanish>English. Health care, risk management, human resources.

Charles R. Mayshack, Charlotte, NC 28205. Regular member. English>Spanish T/I, Spanish>English T/I. Education, sports, tourism.

Karen Popkin, Translations, Inc., Jacksonville, NC 28546. Corporate member. Spanish>English T, English>Spanish T, French>English T, English>French T. Legal, medical, education, theatre, literature.

Hattie Reyes, Spartanburg, SC 29306. Regular member. English>Spanish I, Spanish>English T/I. Education, social and human services, medical.

Cristina Sylvester, Cary, NC 27511. Regular member. English>Spanish T. Education, advertising, banking, human resources, nonprofit organization, labor relations, personal documents.

When your client goes bankrupt *continued*

was also the principle of our belief in the system. We knew we had not been paid preferentially, and therefore there could be no evidence of it. Our attorneys had informed us well on the possibilities and options. We had to believe that the court would look objectively at the evidence and rule in our favor. Lastly, we felt that if we were going to have to spend some \$6,000 anyway, we would prefer to give it to someone for defending us against a wrong, rather than reward the trustee's bad behavior.

Our attorney sent the trustee's attorney a curt response rejecting their offer, and suggesting they prepare themselves for our post-trial motions. We have heard nothing since, but that does not mean we are out of the woods.

I hope that presenting our case here will help inform and prepare my business colleagues should they ever face a similar eventuality. In no way do I want to suggest, however, that our final decision and course of action is the best or the right one for anyone else. The

corporate world is fraught with traps and pitfalls, and each business owner must decide what to do in such a situation based on the facts on the ground.

However, I do believe that there are many things in our business environment that encourage us to settle too easily in cases like these. The end result has probably been wider abuse of the law. It is my hope that the 2005 amendment to the bankruptcy law will reduce the number of such cases of abuse, but they will most certainly not be going away. In any case, it is important to be aware that there may be more at stake than losing outstanding invoices when a client goes bankrupt.

Mike Collins is the President of Global Translation Systems, Inc., an agency established in 1992, and President of CATI. He has a Masters Degree in Slavic Linguistics, is a former Fulbright scholar to Yugoslavia, and has over 20 years' experience in translation. He can be reached at: mike@globaltranslation.com

News and upcoming events

ATA 48th Annual Conference

The ATA 48th Annual Conference is set for San Francisco, California, October 31-November 3, 2007. See the ATA website for the latest information:

www.atanet.org/conf2007.

The Preliminary Program and Registration Form will be mailed with the July *ATA Chronicle*.

ATA-certified translator designation announced

The ATA Board and the Certification Committee with input from the membership and following a legal review have settled on the designation Certified Translator, or CT, for ATA-certified translators. They then invited additional comments from the membership before making the designation official, which it now is. ATA-certified translators can use the designation "CT" after their names.

ATA discusses plight of translators and interpreters in Iraq

At its recent meeting, the ATA Board discussed the plight of translators and interpreters in Iraq and Afghanistan and pending legislation to aid them through increased visas. Regardless of the training the Iraqi and Afghan linguists have, they deserve to be pro-

TECTED. They are being targeted precisely because they are translators and interpreters.

The ATA sees this as a basic humanitarian issue. This is promoting the profession at its most fundamental: translators and interpreters should not be hunted down and killed for doing their job.

AFTI celebrates its 10th anniversary

The American Foundation for Translation and Interpretation (AFTI) celebrates its 10th Anniversary. AFTI, which is ATA's 501(c)(3) foundation, was established to help the translation and interpretation professions preserve their past history, to assist in their present work, and to stimulate future research through grants. See www.afti.org for more information.

Regional PR activities

Regional PR Coordinator **Tony Beckwith** reports that he and his colleagues at the Austin Area Translators and Interpreters Association (AATIA) are writing to a number of key people in Austin (the Mayor and City Council, the Convention Center, the Chamber of Commerce, a variety of business and cultural associations, etc.), repeating their basic message about the dangers of bad translation and the benefits of hiring professional translators and interpreters. They are also distributing copies of the ATA brochure *Translation: Getting It Right*.

News from members

CATI President **Michael Collins** reports that last Spring he attended a small conference on the local Burmese and Karen populations in the Chapel Hill area (Karen is spoken in an area near the Burmese and Thai border). Most of these people had been resettled to the US from refugee camps in Thailand.

One of the breakout sessions dealt with the difficulty of obtaining adequate interpreting for these communities so that the people could gain access to public services. The pool of people whose English and Karen/Burmese is at a high enough level to interpret well is quite small, and the pool of people with those skills and any training whatsoever in interpreting techniques is almost non-existent.

Mike told the *CATI Quarterly* that he left the session more determined than ever to increase awareness of the importance of skilled interpretation and translation in our community.

CATI member **John Milan** recently completed a three-week translation assignment in Brazil, where he worked on a series of jobs in São Paulo and Rio de

Janeiro involving contracts and negotiations for a Brazilian law firm that advises a number of American companies with operations in South America. While in Rio he witnessed the city's preparations for the 2007 Pan American Games, as over 5,000 athletes from 42 countries arrived to compete in games that got under way on July 13.

John told the *CATI Quarterly* about an incident that reinforced his belief in the need for cultural awareness. He said: "The US team got off on the wrong foot when a member of the delegation scrawled 'Welcome to the Congo!' on a board in the Rio Media Center, prompting local outrage at what Brazilians viewed as American arrogance, ignorance, and prejudice. The USOC issued a 'deep apology to the people of Brazil and Rio de Janeiro,' stating that the worker who had written the phrase had been disciplined and is no longer a member of the U.S. delegation."

This experience encouraged John, upon returning to North Carolina, to work on improving America's image abroad through local education, training, and awareness.



From the Editor's Desk

A case for school outreach

By G. David Heath

About a couple of weeks after I mailed notarized translations of several personal documents to a French client for her USCIS¹ (formerly INS) permanent residency petition, she called me sounding very distraught. The USCIS had rejected my translations. How could this have happened? I had carefully proofread every detail of the translations, especially the dates and the names of people and places, and my business partner had then checked them even more carefully. I had included my usual affidavit stating my ATA certification and French Consular accreditation, and also stating that the translations

were true, accurate, and complete translations of the original documents, which were in the French language. Before mailing them I had my signature notarized on each translation.

However, it turned out that all this wasn't enough. This time (but never before) the USCIS wanted me to include a signed affidavit stating that I speak fluent French and English! That makes about as much sense as taking your car to the local auto repair shop and not letting them work on it until they provide you with a signed affidavit stating that they know what a wrench is.

Recovering from my initial amazement, I promised my client that I would mail the appropriately amended translations immediately. The requested changes to the affidavit were, of course, totally meaningless and unverifiable, but there was no point my saying that to my client. She was simply caught in the middle and her only concern was to move her petition along as soon as possible.

But I did wish that I could have had a chance to explain a few very basic things about translation to the USCIS agent concerned – an agent whose job presumably involves deciding whether to accept or reject translated documents in the petitions of immigrants from non-English speaking countries.

The experience started me thinking about the ATA's School Outreach Program, and so I looked at the objectives and details of the program at www.atanet.org/careers/school_outreach.php. There's some excellent information there. As the ATA sees it, "Some educators are so unfamiliar with our profession

that they don't even know the difference between translation and interpreting. That means it's up to us to tell students what the professional standards are for qualified transla-

"The requested changes to the affidavit were, of course, totally meaningless and unverifiable, but there was no point my saying that to my client. She was simply caught in the middle"

tors and interpreters."

Although a major thrust of the ATA program is to create awareness of translating and interpreting as professions, the ATA rightly points out that "The linguists-to-be in America's classrooms today are sitting next to a whole lot of clients-to-be. The more these future doctors, lawyers, and businesswomen know about our field, the more likely they'll be to appreciate the importance and complexity of our work and compensate us accordingly."

"The experience started me thinking about the ATA's School Outreach Program"

To that list of "clients-to-be" I would like to add "USCIS agents-to-be."

Because I would like to help make a difference, no matter how small, and also because it sounds like a whole lot of fun, I decided to contact a few of the local schools at the end of the summer break and try to interest them in letting me talk to their students. The materials available on the ATA website provide lots of good ideas about what to say.

I strongly encourage other CATI members to look at this program and get involved. I am confident that it will be a very rewarding experience.

¹ U.S. Customs and Immigration Service.

The CATI Quarterly

The *CATI Quarterly* is a publication of the Carolina Association of Translators and Interpreters, a nonprofit organization to promote the recognition of translating and interpreting as professions in the Carolinas. Opinions expressed herein are the author's and not necessarily those of the Editor, the Association, or its Board of Directors.

Reader submissions are welcome. Suggested length limits are:

- Articles 1500 words
- Reviews 500 words
- Letters 300 words

Submissions become the property of the *CATI Quarterly* and are subject to editing. For details, see the "Submission Guidelines" at

www.catiweb.org/guidelines.htm

If you have questions or would like to submit an article, please contact the editor, G. David Heath, at

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Please contact CATI at (919) 577-0840 for advertising information.



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If you have news that you would like to share with your
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