UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Administrative Proceedings Rulings
Release No. 6699 / October 25, 2019

Administrative Proceeding
File No. 3-17184

In the Matter of

Christopher M. Gibson

Order on Respondent's Exhibit 235

Upon reviewing the unopposed exhibits I admitted during the hearing,[1] I have discovered that Respondent Christopher M. Gibson's Exhibit 235, which is described in Gibson's exhibit list as an apartment contract, is in Spanish.

Although the Securities and Exchange Commission's Rules of Practice do not address the admissibility of foreign-language material, the Commission has held that "the party proposing the admission of a foreign-language document into evidence must provide a verbatim translation by a qualified interpreter," observing that this "common-sense requirement is essential to safeguard the ability of the Commission to give meaningful review."[2] The Commission has applied this requirement in other contexts as well. For example, regulations under the Securities Exchange Act of 1934 require that all filings under the Act "be in the English language" or the "party must submit instead a fair and accurate English translation of the entire" document, except that a summary of the foreign language document may suffice in some circumstances.[3] Additionally, federal courts have held that

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1 Tr. 11–12.

2 *Robert G. Weeks*, Securities Act of 1933 Release No. 8313, 2004 WL 828, at *15 (Oct. 23, 2003) (affirming an administrative law judge's refusal to admit into evidence untranslated Spanish-language portions of an exhibit).

3 17 C.F.R. § 240.12b–12(d).

"[i]t is clear, to the point of perfect transparency, that federal court proceedings must be conducted in English."[4]

Further, the exhibit's relevance is unclear from the parties' post-hearing briefs.

Accordingly, by November 1, 2019, the parties must confer and file a joint proposal, not exceeding five pages, as to how they wish to proceed with regard to Gibson's Exhibit 235. If the parties cannot agree, each may file a separate proposal.

James E. Grimes
Administrative Law Judge

[4] *United States v. Rivera-Rosario*, 300 F.3d 1, 5 (1st Cir. 2002). *See also id.* at 6 n.4 (noting the "well-settled rule that parties are required to translate all foreign language documents into English" according to Puerto Rico court rules); *Krasnopivtsev v. Ashcroft*, 382 F.3d 832, 838 (8th Cir. 2004) (in an immigration proceeding, copy of passport was properly excluded from evidence—per federal regulation—where no English translation or certification was offered); *United States v. One 1988 Chevrolet Cheyenne Half-Ton Pickup Truck*, 357 F. Supp. 2d 1321, 1329 (S.D. Ala. 2005) (requiring a party to provide an English translation of a Spanish exhibit if it wished for it to be considered). *But see Jazz Photo Corp. v. United States*, 353 F. Supp. 2d 1327, 1360 (Ct. Int'l Trade 2004) ("That some of the documents contained within the business records are written in a foreign language . . . does not defeat admissibility but instead affects only the probative value of such documents."), *aff'd*, 439 F.3d 1344 (Fed. Cir. 2006).