

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

AMERICAN OVERSIGHT et al.,

Plaintiffs,

v.

U.S. DEPARTMENT OF STATE et al.,

Defendants.

No. 1:19-cv-1773 TNM

SUPPLEMENTAL DECLARATION OF DR. YUN-HYANG LEE

1. I am the Chief of the Interpreting Division and the Senior Diplomatic Interpreter for Korean in the Office of Language Services (LS/I) at the U.S. State Department. As described in my previous declaration, I am familiar with the plaintiffs' claims in the above-captioned case. I have also reviewed the Declaration of Harry Obst filed by the plaintiffs. I write this declaration in order to respond to the assertions in Mr. Obst's declaration concerning the practices of LS/I interpreters and to explain that, although Mr. Obst was an employee here more than 20 years ago, his description of an interpreter's role in meetings involving high-level officials does not accurately reflect my understanding and is not in accord with current practices of LS/I interpreters during the time period at issue in this case.

2. OLS records confirm that Mr. Obst retired in 1997. Records indicate that, after his retirement and prior to 2000, Mr. Obst had a few contract assignments with OLS. However, from 2000 to the present, records indicate Mr. Obst provided interpretation services for OLS on only one occasion, which occurred in 2014 on a single-contract basis. I was Interpreting Division Chief at the time of this assignment.

3. Mr. Obst asserts that, when he was at OLS, interpreters followed different rules and procedures when they were assigned to provide interpretation services at meetings involving high level officials. He asserts that, uniquely for such meetings, interpreters participated in creating a Memorandum of Conversation (MemCon) memorializing the substance of the meetings. According to Mr. Obst, interpreters sometimes were responsible for preparing a MemCon themselves, and sometimes assisted an official note taker who prepared the MemCon, but either way, Mr. Obst suggests that interpreters would consult and rely on their notes to ensure the accuracy of the MemCon. Mr. Obst further suggests that, once a MemCon was prepared, the interpreter was responsible for delivering the MemCon to the Executive Secretary in the Department's Office of the Secretary of State, who then lodged it in the Department's official files and also either took possession of the interpreter's notes for the purpose of destroying them, or directed the interpreter to destroy the notes. Mr. Obst also asserts that interpreters received training on how to prepare a MemCon as part of their standard training when joining OLS.

4. When Mr. Obst was hired on a contract basis in 2014, I did not ask him to participate in preparing a MemCon for that assignment, and I am not aware of anyone else in the Department asking him to do so. My expectation as Interpreting Division Chief would be that Mr. Obst had no involvement with preparing a MemCon for that assignment.

5. Since I joined OLS in 2009, LS/I interpreters have not received training in preparing MemCons. I did not receive any such training, and as Interpreting Division Chief, I have not provided such training for interpreters in my Division. LS/I interpreters also have not followed special rules or procedures, in regard to their "notes" or any participation in memorializing the substance of meetings, when those meetings involve high level officials, including meetings between the President and foreign officials. As Interpreting Division Chief, my expectations and

directions with respect to LS/I interpreters' role are uniform across all meetings for which the office provides services, regardless of the level or rank of the meeting's participants. I have never been asked by officials within the State Department, the White House, or any other agency to apply a different set of rules or expectations for Cabinet- or Presidential-level meetings.

6. The descriptions that I provided in my previous declaration apply to meetings involving high-level officials, including the President. LS/I interpreters do not have a duty to help construct or confirm the accuracy of a MemCon, nor as a matter of practice do they have any responsibility or role in the creation of documents memorializing a meeting. LS/I interpreters do not act as "note takers" in the sense of someone assigned to take notes for purposes of documenting the substance of a meeting, and I do not expect them to retain any notes or jottings that they made to help construct or confirm the accuracy of a MemCon or for any other purpose. LS/I interpreters do not deliver MemCons to the Executive Secretary, nor do they give their notes to the Executive Secretary. As I explained in my previous declaration, an LS/I interpreter's role is limited to providing on-site language interpretation services, and any "notes" an LS/I interpreter may take during on-site interpretation serve only as an ad hoc and temporary aid for the interpreter's short-term memory recall.

7. Since 2009, I have provided interpretation services at numerous Presidential or Cabinet-level meetings, both before and after I became the Interpreting Division Chief in 2014. I have never played any formal role in generating a MemCon or similar document—whether drafting, editing, or clearing on such a document—during or following such meetings, nor was I asked or directed to do so. I also was never asked to preserve for any purpose any written "notes" I may have created, nor was I ever asked to turn over notes I made.

8. As Division Chief since 2014, I would be aware of any obligation of LS/I interpreters to memorialize such meetings if any such obligation existed. Indeed, I would be responsible for ensuring any such obligation be fulfilled. There is, however, no such obligation. As Division Chief, I have never asked or directed an LS/I interpreter to participate in the drafting of a MemCon, nor have I directed LS/I interpreters to preserve any written "notes" they may have created. During my tenure, I am not aware of an instance where an interpreter's written "notes" were turned over to anyone else in the Department, including the Executive Secretariat. Again, this is consistent with the fact that, in my own experience and understanding, such involvement would be far outside the scope of an interpreter's role because interpreters' sole purpose, when serving as interpreters, is to engage in real-time language interpretation for whomever we are assigned to interpret.

9. Between 2009 and the present, there have been only a few occasions when I was contacted by National Security Council staff following a White House meeting for which I interpreted, and was asked to help clarify particular details of a conversation, though I was never told, and do not know, whether the request was made for the purpose of helping NSC staff memorialize a conversation through a MemCon or to confirm their own memory of the conversation for some other purpose. On those occasions, I recall providing answers to one or two brief questions. These follow-up conversations were informal and took place on an ad-hoc basis. I believe both parties to these conversations understood I was providing my recollections as a courtesy, not pursuant to any professional obligation or duty.

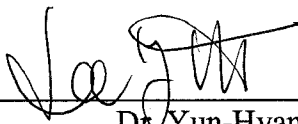
10. I am not sure what accounts for the difference between Mr. Obst's descriptions of interpreter practices at meetings involving high level officials while he was employed in OLS more than twenty years ago and current practices. As stated above, his descriptions are at odds with my

own understanding of an interpreter's role, and I was surprised to read his account. Even if Mr. Obst's descriptions accurately reflect practices in effect at some time in the past prior to 1997, I can only infer that, since that time, the role of an LS/I interpreter has become more specialized and in line with the professional and ethical standards for professional interpreter. Today, and at least since I joined the office in 2009, LS/I provides a critical but narrowly defined service for offices and officials across the U.S. Government—to facilitate conversations between U.S. officials and foreign counterparts that speak languages other than English. An LS/I interpreter's obligations with respect to a particular meeting assignment, regardless of the level or rank of the participants, are fulfilled once the meeting has concluded. An LS/I interpreter has no responsibility to convey their recollections of the substance of a meeting to myself or anyone else in the State Department or in Government, nor are interpreters expected to retain any written "notes" they may have jotted down in the course of interpreting principal's remarks. This strict construction of our interpreters' role is consistent with my expectations as Interpreting Division Chief and, as I described in my previous declaration, with the professional standards for language interpreters. It also reflects the present practice of OLS, which was in effect at the time of the meeting at issue in this case.

* * *

Pursuant to 28 U.S.C. § 1746, I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 1st day of May 2020, Washington D.C.



Dr. Yun-Hyang Lee

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No. 1:19-cv-1773 TNM

DECLARATION OF THOMAS S. RONKIN

1. I am the European Branch Chief and Senior Diplomatic Interpreter for French in the Interpreting Division of the Office of Language Services at the U.S. State Department (LS/I). French interpretation and translation have been my sole professional activity for more than 35 years. In 1994, I began interpreting for OLS on a contract basis. I have supported Presidential and other high-level meetings since approximately 2001, and I became a full-time staff member with the Interpreting Division in 2003. I became European Branch Chief in 2018. I am not currently a member of International Association of Conference Interpreters (AIIC), but as a professional interpreter, I follow the Code of Professional Ethics developed by AIIC and adopted by LS/I.

2. I am familiar with the claims in this case and understand that questions have been raised regarding the scope of a State Department interpreter's duties and responsibilities, and the nature of so-called "notes" taken by interpreters during meetings for which they provide interpretation services.

3. I have never been asked to serve as a note taker at any meeting for which I was assigned to interpret. As European Branch Chief, I am not aware of any interpreter whose

assignment I managed being asked to take summary notes of a meeting. I have never been asked to participate in the drafting of a memorandum of conversation following a meeting, nor am I aware of any interpreter whose assignment I managed being asked to do so. I have never received any training with respect to the drafting of documents memorializing the substance of a meeting and do not myself know of any interpreters who have received such training. I am not aware of any distinction in LS/I interpreters' role for Presidential or high-level meetings as opposed to other meetings. As European Branch Chief, I have never instructed interpreters to conduct themselves differently, or to provide additional services, because of the rank or level of the principals associated with a particular assignment. During my tenure with the Interpreting Division, there has never been any protocol or practice that interpreters turn over notes to the Executive Secretariat or any other State Department official.

4. Although I might jot down a word, abbreviation, or symbol while interpreting, those "notes" are not meant to provide a way to track the content of the discussion so that it could be reconstructed for a summary or other documentation of the meeting that was prepared afterwards. Instead, these "notes" would only be for my own personal reference while I am interpreting so that I can remember a specific detail and interpret it accurately. I do not believe anything about what happened at the meeting could be understood by looking at my notes after the meeting was over.

5. During the early years of my tenure with the Department, I recall hearing of previous interpreters who were involved in the substantive diplomatic mission surrounding particular Presidential meetings. Because my knowledge of such practices is based only on second-hand accounts, I cannot speak to the extent such practices were either common or rare, or whether or not these practices reflected some official office protocol or policy. To the extent that such practices occurred, I can only speculate that they reflected a difference in professional culture

at the time, and that interpreters might in at least some instances have been perceived then as a substantive participant within a presidential or diplomatic envoy. Certainly by the time I began interpreting for Presidential meetings in 2002, a diplomatic interpreter's role was much more specialized. In my experience, an interpreter's professional responsibilities are limited to providing language interpretation services on-site, meaning that our role is complete once a meeting is concluded, and we play no role in the diplomatic mission other than interpreting for a principal. On rare occasions, I have provided brief responses to requests in person or by telephone emanating from note takers, authorized US officials or meeting participants who were seeking a clarification about a specific detail from a meeting, such as a date, a figure or a proper name. I consider the current practice to be consistent with the professional and ethical standards for professional interpreters.

* * *

Pursuant to 28 U.S.C. § 1746, I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 1st day of May 2020, Washington D.C.

Thomas S. Ronkin

Thomas S. Ronkin

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DECLARATION OF YURI SHKEYROV

1. I formerly served as Senior Diplomatic Interpreter for Russian in the Office of Language Services, Interpreting Division (LS/I) at the U.S. State Department. In approximately 1993, I began interpreting for the Office of Language Services on a contract basis. I joined the Office of Language services as a full-time employee in the Translating Division in 1995. During my time in the Translating Division, I performed interpreting assignments on an occasional basis. In approximately 1999 or 2000, I transferred from the Translating Division to the Interpreting Division, where I remained until my retirement in 2018.

2. I understand that the plaintiffs in this case have raised a question about the role of a Department interpreter and are claiming that interpreters may serve as note takers in meetings where they are interpreting, and may also either draft Memoranda of Conversations or other documentation or summaries for these meetings or review Memoranda, documentation or summaries that others have drafted or otherwise help with creating such Memoranda, documentation, or summaries. I understand the plaintiffs specifically claim that interpreting notes are used to create such “MemCons.”

3. In my experience providing interpretation services since 1995, I never served as a note taker or prepared a summary or memorandum of conversation for a meeting, nor was I ever asked to do so. Such a function was never one of my job responsibilities. I never received training on how to prepare Memoranda of Conversations, either when I began working as a contractor, when I joined the Translating Division, or when I joined the Interpreting Division. My role as interpreter was not different at meetings involving high-level officials, including the President. My role was always limited to providing interpretation services at the meeting.

4. As a professional interpreter, I developed my own style and techniques for consecutively interpreting a principal's remarks from English to Russian. For any given assignment, I may or may not jot down "notes" in the form of a symbol, word or abbreviation. If I do make "notes," it is for the sole purpose of helping me remember specific details as I am interpreting. The extent to which I may need to jot down a symbol, word, or abbreviation depends on the length and complexity of a principal's remarks, as well as the speed at which they are delivered. My methodology with respect to written notes includes quickly jotting down a word, number, symbol, or some other scribbled-down figure that would be comprehensible only to myself. I do not organize these jottings in any particular manner, as there is no need to refer to a "note" or understand its context once a particular set of remarks has been interpreted. Because the "notes" are only for a temporary and immediate purpose, I do not mark them with any title or label or date that identifies the meeting or the participants. I do not believe it would be reasonably possible for anyone else to accurately reconstruct the content of a meeting that I've provided interpretation services for by reviewing "notes" I may have written down. Following a meeting, I have not been asked to retain my notes nor have I treated or preserved them as Department records or delivered them to any Department office or official.

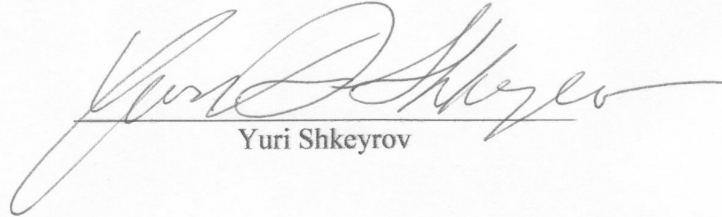
5. I served as the interpreter for the meeting between President Trump and Russian Federation President Putin on July 7, 2017. I recall that the jottings that I made on that occasion were in line with my general practices described above. Specifically, they consisted only of intermittent, isolated and disorganized scribblings that I used to recall specific details as I was engaged in the immediate task of interpreting. As with all of the other interpretations I conducted during my career at the Department, I was not assigned to serve as a note taker for that meeting, in the sense of taking notes to make a record of what happened at the meeting, nor did I attempt to play that role. The “notes” that I made were not that kind of notes but were interpreting notes for my temporary and immediate use as I described above. I do not believe it would be possible for someone else to accurately reconstruct what happened at that meeting or what was discussed from the jottings that I made in the course of interpreting. I am not aware of any request by anyone at the State Department or elsewhere in the Executive Branch to use my jottings to prepare a Memorandum of Conversation of the July 2017 meeting.

6. During my time as an interpreter for LS/I, I heard of interpreters who served before me who had in the past been more substantively engaged in certain Presidential meetings, including providing input on diplomatic considerations before a meeting or helping draft MemCons following a meeting. I, however, have no first-hand knowledge of such practices, and cannot speak to the extent to which these anecdotes reflected some official policy or protocol of the office or the individual experience of certain interpreters. I can only state that, based on my own experience, this was certainly not the practice of Interpreting Division interpreters by 1998 or 1999, when I first started being assigned to interpret for Presidential-level meetings, and certainly was not the practice in July 2017.

* * *

Pursuant to 28 U.S.C. § 1746, I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 1st day of May 2020, Washington D.C.



Yuri Shkeyrov