

**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.

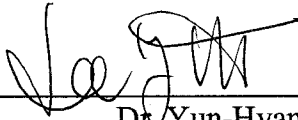
10. I am not sure what accounts for the difference between Mr. Obst's descriptions of interpreter practices at meetings involving high level officials while he was employed in OLS more than twenty years ago and current practices. As stated above, his descriptions are at odds with my

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.

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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