

IN THE MATTER OF

THE AMERICAN ASSOCIATION OF
LANGUAGE SPECIALISTSCONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3524. Complaint, Aug. 31, 1994--Decision, Aug. 31, 1994*

This consent order prohibits, among other things, the professional association of interpreters, based in Washington, D.C., from fixing or otherwise interfering with any form of price or fee competition among language specialists in the future; from maintaining any agreement or plan to limit or restrict the specialists working time or condition; for ten years, from making statements at an association meeting concerning fees; and, for three years, from compiling and distributing aggregate information concerning fees already charged.

Appearances

For the Commission: *Michael McNeely* and *Kent Cox*.

For the respondent: *Charles D. Ossola, Lowe, Price, LeBlanc & Becker*, Alexandria, VA.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that respondent The American Association of Language Specialists, a corporation, has violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent The American Association of Language Specialists (hereafter "TAALS") is a corporation organized, existing and doing business under and by virtue of the laws of the District of Columbia, with its principal place of business located at 1000 Connecticut Avenue, N.W., Washington, D.C. TAALS is a voluntary professional association of individuals engaged in confer-

ence interpreting, translating, précis writing, and other language services.

PAR. 2. Conference interpreting is the practice of expressing, in spoken form, ideas in a language different from an original spoken statement made at conferences or other high level business, scientific, humanitarian, cultural, governmental, or intergovernmental meetings.

PAR. 3. Translating is the practice of expressing, in written form, ideas in a language different from an original writing. Précis writing is the practice of expressing, in written form, summaries, minutes, or highlights of conferences or other high level business, scientific, humanitarian, cultural, governmental, or intergovernmental meetings.

PAR. 4. Except to the extent that TAALS has restrained competition as described herein, TAALS members have been and are in competition among themselves and with other interpreters, translators, précis writers, and other language specialists.

PAR. 5. TAALS engages in substantial activities that further its members' pecuniary interests including, among other things:

- A. Advising members on operating translation and interpretation businesses;
- B. Promoting members' interpretation and translation businesses by distributing an annual directory of member translators and interpreters to members and consumers;
- C. Providing referrals of members to consumers seeking language services;
- D. Promulgating work rules and fee schedules; and
- E. Vouching for the qualifications of its members by maintaining rigorous membership requirements including sponsorship by current members.

PAR. 6. By virtue of its purposes and activities, TAALS is a corporation within the meaning of Section 4 of the Federal Trade Commission Act, 15 U.S.C. 44.

PAR. 7. TAALS' acts and practices, including the acts and practices alleged herein, are in or affect commerce, as "commerce" is defined in the Federal Trade Commission Act.

PAR. 8. The TAALS General Assembly is TAALS' supreme decision making body. It consists of all TAALS members and meets

annually. The General Assembly makes decisions by vote of members at meetings, with absent members voting by proxy.

PAR. 9. TAALS maintains a set of Work Rules contained in the "TAALS Professional Code for Language Specialists," the "Appendix to the Professional Code for Language Specialists," the "Working Conditions for Interpreters," "Working Conditions for Translators," and "Working Conditions for Précis Writers." The TAALS Work Rules are binding on members everywhere and require TAALS members to refuse to work under conditions not in accordance with those laid down by the association. Members sign a pledge to abide by the Work Rules when they join TAALS.

PAR. 10. The TAALS Work Rules were drawn up and adopted by TAALS members at General Assembly meetings.

PAR. 11. TAALS members are required to obtain a waiver from TAALS before deviating from the Work Rules. TAALS members can be expelled from the association for violating the Work Rules absent a waiver.

PAR. 12. TAALS enforces member compliance with the Work Rules through the TAALS "Committee to Ensure Respect for the Code," which investigates alleged infractions of the Work Rules and recommends penalties, including expulsion from TAALS, for such infractions. The General Assembly imposes penalties based on the recommendation of the Committee to Ensure Respect for the Code.

COUNT I

PAR. 13. Each of the allegations in paragraphs one through twelve herein are incorporated in this Count I as though set forth in full.

PAR. 14. Since at least 1973, TAALS has periodically created and distributed fee schedules entitled "Reports of Fees Currently Being Paid in the Americas" (hereafter "Fee Reports"). The TAALS Fee Reports list minimum fees for interpretation and translation services sold to private sector purchasers.

PAR. 15. The private sector interpretation fees listed in the Fee Reports were adopted by vote of the TAALS general membership at General Assembly meetings. TAALS requires its members to refrain from accepting private sector fees below those specified in the Fee Reports.

PAR. 16. The TAALS Work Rules prescribe identical compensation for interpreters working on the same interpretation team and performing the same function regardless of differences in interpreters' experience, skill, or other characteristics.

PAR. 17. The TAALS Work Rules deter members from providing services free of charge by requiring that in such cases members must pay their own travel and subsistence expenses.

PAR. 18. The TAALS Work Rules require members to calculate conference interpretation fees on an indivisible full-day basis, regardless of the duration of the actual assignment during the day.

PAR. 19. The TAALS Work Rules require members to charge an additional fee when they lead an interpretation team.

PAR. 20. The TAALS Work Rules require members to charge 160 percent of the minimum fee when interpreting alone.

PAR. 21. The TAALS Work Rules prescribe mandatory minimum standards for:

- A. Transportation to and from conferences at which members work, including class of air travel and excess baggage allowance for air travel;
- B. The quality of lodging at conferences at which members work;
- C. The amount and type of subsistence expense allowances for conferences at which members work;
- D. The rate of compensation for travel time, briefing time, and other time not worked; and
- E. The amount and applicability of cancellation fees.

The Work Rules prohibit members from accepting engagements on terms inferior to those prescribed.

PAR. 22. TAALS promulgates the Fee Reports and the Work Rules for the purpose and with the intended effect of raising and sustaining the general level of fees and other compensation paid to interpreters, translators, précis writers, and other language specialists in the United States so that interpreters, translators, précis writers, and other language specialists can earn more money and greater profits.

PAR. 23. TAALS members and other interpreters, translators, and précis writers use the Fee Reports and Work Rules when setting their own fees and other compensation.

PAR. 24. Respondent TAALS has been and is acting as a combination of its members or in conspiracy with its members and others, to restrain price competition, to fix or stabilize fees, and to prevent discounting of fees in the provision of interpretation, translation, précis writing, and other language services.

PAR. 25. The combination or conspiracy and TAALS' acts or practices described above constitute price fixing, whose purpose and effects have been and are to restrain competition unreasonably and to injure consumers by, among other ways, depriving consumers of the benefits of competition on fees among interpreters, translators, précis writers, and other language specialists in the provision of interpretation, translation, précis writing, and other language services.

PAR. 26. The acts and practices herein alleged were and are to the prejudice and injury of the public, will continue in the absence of the relief herein requested, and constitute unfair methods of competition in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act.

COUNT II

PAR. 27. Each of the allegations in paragraphs one through twelve herein are incorporated in this Count II as though set forth in full.

PAR. 28. The TAALS Work Rules require members to declare a single professional domicile and prohibit members from changing professional domiciles more than twice per year. The TAALS Work Rules also require that travel expenses to a job be charged based on a member's professional domicile, regardless of the member's actual location and even if no travel was actually involved. The Work Rules further require all members to notify TAALS of all professional domicile changes at least sixty days in advance. These domicile restrictions, in conjunction with the minimum standards for travel reimbursement alleged in paragraph twenty-one, reduce price competition on travel charges and deprive consumers of the benefits of reduced charges based on a translator's actual geographic proximity to a job.

PAR. 29. The TAALS Work Rules prescribe mandatory standards for:

- A. The maximum hours worked per day and per shift by interpreters, translators, and précis writers;
- B. The composition of interpreting teams, including the minimum number of interpreters per language spoken at a conference and the designation of a team leader; and
- C. The minimum number of précis writers per conference team.

The Work Rules prohibit members from accepting engagements on terms inferior to those prescribed.

PAR. 30. The TAALS Work Rules prohibit members from engaging in all forms of personal publicity, including advertising.

PAR. 31. TAALS has established rules limiting its members' use of portable electronic simultaneous interpretation equipment.

PAR. 32. By enacting and enforcing the Work Rules, respondent TAALS has been and is acting as a combination of its members or in conspiracy with its members and others, to restrain competition by attempting to control the output and marketing of interpretation, translation, précis writing, and other language services.

PAR. 33. The combination or conspiracy and TAALS' acts or practices described above have had and continue to have the purpose and effect of restraining competition unreasonably and injuring consumers by, among other ways, depriving consumers of the benefits of competition among interpreters, translators, précis writers, and other language specialists in the provision of interpretation, translation, précis writing, and other language services.

PAR. 34. The acts and practices herein alleged were and are to the prejudice and injury of the public, will continue in the absence of the relief herein requested, and constitute unfair methods of competition in or affecting commerce in violation of Section 5 of the Federal Trade Commission Act.

DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft of complaint which the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with a violation of the Federal Trade Commission Act; and

The respondent, its attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondent of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondent that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having considered the matter and having determined that it had reason to believe that the respondent has violated the said Act, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and having duly considered the comments filed thereafter by interested persons pursuant to Section 2.34 of its Rules, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent TAALS is a corporation organized, existing and doing business under and by virtue of the laws of the District of Columbia, with its offices and principal place of business located at 1000 Connecticut Avenue, N.W., Washington, D.C.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER

I.

It is ordered, That for purposes of this order, the following definitions shall apply:

“*Respondent*” or “*TAALS*” mean The American Association of Language Specialists, its directors, trustees, general assemblies, councils, committees, working groups, boards, divisions, chapters, officers, representatives, delegates, agents, employees, successors, and assigns.

"Fees" means any cash or non-cash charges, rates, prices, benefits or other compensation received or intended to be received for the rendering of interpretation, translation, or other language services, including but not limited to, salaries, wages, transportation, lodging, meals, allowances (including subsistence and travel allowances), reimbursements for expenses, cancellation fees, compensation for time not worked, compensation for travel time and preparation or study time, cancellation fees, and payments in kind.

"Cancellation fee" means any fee intended to compensate for the termination, cancellation or revocation of an understanding, contract, agreement, offer, pledge, assurance, opportunity, or expectation of a job.

"Interpretation" means the act of expressing, in oral form, ideas in a language different from the language used in an original spoken statement.

"Translation" means the act of expressing, in written form, ideas in a language different from the language used in an original writing.

"Other language service" means any service that has as an element the conversion of any form of expression from one language into another or any service incident to or related to interpretation or translation, including briefing or conference preparation, equipment rental, conference organizing, teleconferencing, précis writing, supervision or coordination of interpreters, reviewing or revising translations, or providing recordings of interpretations.

"Interpreter" means one who practices interpretation.

"Translator" means one who practices translation.

"Language specialist" means one who practices interpretation, translation, or any other language service.

"Unbiased" means lacking any systematic errors that would result from the selection or encouragement of one outcome or answer over others.

"Person" means any individual, partnership, association, company, or corporation, and includes any trustee, receiver, assignee, lessee, or personal representative of any person herein defined.

II.

It is further ordered, That respondent, directly or indirectly, or through any person, corporation, or other device, in or in connection

with its activities in or affecting commerce, as “commerce” is defined in the Federal Trade Commission Act, cease and desist from:

A. Creating, formulating, compiling, distributing, publishing, recommending, suggesting, encouraging adherence to, endorsing, or authorizing any list or schedule of fees for interpretation, translation, or any other language service, including but not limited to fee guidelines, suggested fees, proposed fees, fee sheets, standard fees, or recommended fees;

B. Entering into, adhering to, or maintaining any contract, agreement, understanding, plan, program, combination, or conspiracy to construct, fix, stabilize, standardize, raise, maintain, or otherwise interfere with or restrict fees for interpretation, translation, or other language services;

C. Suggesting, urging, encouraging, recommending, or attempting to persuade in any way interpreters, translators, or other language specialists to charge, pay, offer, or adhere to any existing or proposed fee, or otherwise to charge or refrain from charging any particular fee;

D. For a period of ten (10) years after the date this order becomes final, continuing a meeting of interpreters, translators, or other language specialists, after 1) any person makes a statement, addressed to or audible to the body of the meeting, concerning the fees charged or proposed to be charged for interpretation, translation, or any other language service and TAALS fails to declare such statement to be out of order, 2) any person makes two such statements and TAALS fails to eject him or her from the meeting, or 3) two people make such statements;

E. Prohibiting, restricting, regulating, impeding, declaring unethical, interfering with, or advising against any form of price competition, including but not limited to offering to do work for less remuneration than a specific competitor, undercutting a competitor’s actual fee, offering to work for less than a customer’s announced fee, advertising discounted rates, or accepting any particular lodging or travel arrangements;

F. Advising against, restricting, or prohibiting interpreters, translators, or other language specialists from accepting hourly fees, half-day fees, weekly fees, or fees calculated or payable on other than a full-day basis;

G. Advising against, restricting, or prohibiting interpreters, translators, or other language specialists from performing services free of charge or at a discount, or from paying their own travel, lodging, meals, or other expenses; and

H. Prohibiting, restricting, regulating, impeding, declaring unethical, interfering with, or advising against any forms of personal publicity, including but not limited to advertising by interpreters, translators, or other language specialists.

Provided, that nothing contained in this paragraph II shall prohibit respondent from:

1. Compiling or distributing accurate aggregate historical market information concerning past fees actually charged in transactions completed no earlier than three (3) years after the date this order becomes final, provided that such information is compiled and presented in an unbiased and nondeceptive manner that maintains the anonymity of the parties to the transactions;

2. Collecting or publishing accurate and otherwise publicly available fees paid by governmental and intergovernmental agencies, if such publication states the qualifications and requirements to be eligible to receive such fees;

3. Continuing a meeting following statements concerning historical, governmental, or intergovernmental fees that are made in order to undertake the activities permitted in paragraphs II.1 and II.2. of this order; or

4. Formulating, adopting, disseminating to its organizational subdivisions and to its members, and enforcing reasonable ethical guidelines governing the conduct of its members with respect to advertising, including unsubstantiated representations, that respondent reasonably believes would be false or deceptive within the meaning of Section 5 of the Federal Trade Commission Act.

III.

It is further ordered, That, respondent shall clearly and conspicuously state the following in any publication of fees made pursuant to paragraphs II.1 and II.2 of this order:

BY ORDER OF THE FEDERAL TRADE COMMISSION, TAALS IS PROHIBITED FROM RECOMMENDING, SUGGESTING, OR ENFORCING FEES APPLICABLE IN THE UNITED STATES. UNDER UNITED STATES LAW, INTERPRETERS AND OTHER LANGUAGE SPECIALISTS MUST UNILATERALLY AND INDEPENDENTLY DETERMINE THEIR OWN FEES.

IV.

It is further ordered, That respondent, directly or indirectly, or through any person, corporation, or other device, in or in connection with its activities in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, cease and desist from entering into, adhering to, or maintaining any contract, agreement, understanding, plan, program, combination, or conspiracy to:

A. Limit, restrict, or mandate the length of time that interpreters, translators, or other language specialists work in a given period, or for which they are paid for preparation or study;

B. Limit, restrict, or mandate the number of interpreters, translators, or other language specialists used for a given job or type of job;

C. Limit, restrict, or mandate the reimbursement of or payment to interpreters, translators, or other language specialists for travel expenses or time spent traveling, or otherwise prevent consumers from receiving any advantages, based on interpreters', translators', or other language specialists' actual travel arrangements or geographic location, by restricting, requiring declarations of, or regulating the number or duration of residences or domiciles of members or by other means; or

D. Limit, restrict, or mandate the equipment used in performing interpretation, translation, or other language services.

Provided, that nothing contained in paragraph IV of this order shall prohibit respondent from providing information or its nonbinding and noncoercive views concerning interpretation equipment, the hours of work or preparation, or the number of language specialists used for types of jobs.

V.

It is further ordered, That respondent shall, within thirty (30) days after the date this order becomes final, amend its Professional Code For Language Specialists and all appendices to conform to the requirements of paragraphs II and IV of this order and amend its bylaws to require each member, chapter, or other organizational subdivision, to observe the provisions of paragraphs II and IV of this order.

VI.

It is further ordered, That respondent shall:

A. Within thirty (30) days after the date this order becomes final, distribute to each TAALS member, affiliate, chapter, organizational subdivision, or other entity associated directly or indirectly with TAALS, copies of: (1) this order, (2) the accompanying complaint, (3) Appendix A to this order, (4) and any document that TAALS revises pursuant to this order; and

B. For a period of ten years after the date this order becomes final, distribute to all new TAALS officers, directors, and members, and any newly created affiliates, chapters, or other organizational subdivisions, within thirty days of their admission, election, appointment, or creation, a copy of: (1) this order, (2) the accompanying complaint, (3) Appendix A to this order, and (4) any document that TAALS revises pursuant to this order.

VII.

It is further ordered, That respondent shall:

A. Within ninety (90) days after the date this order becomes final, and annually for five (5) years thereafter on the anniversary of the date this order becomes final, file with the Secretary of the Federal Trade Commission a verified written report setting forth in detail the manner and form in which respondent has complied and is complying with this order, and any instances in which respondent has taken any action within the scope of the provisos in paragraphs II.1, II.2, II.3, or II.4 of this order;

B. For a period of five (5) years after the date this order becomes final, collect, maintain and make available to the Federal Trade Commission for inspection and copying: records adequate to describe in detail any action taken in connection with the activities covered in this order; all minutes, records, reports or tape recordings of meetings of the Council, General Assembly, and all committees, subcommittees, working groups, or any other organizational subdivisions of TAALS; and all TAALS mailings to the TAALS Council or general membership;

C. For a period of five (5) years after the date this order becomes final, provide copies to the Federal Trade Commission, within thirty (30) days of its adoption, of the text of any amendment to the TAALS Bylaws, TAALS Professional Code for Language Specialists or Appendix thereto, Working Conditions for Interpreters, Working Conditions for Translators, Working Conditions for Précis-Writers, and any new rules, regulations or guidelines of respondent; and

D. Notify the Federal Trade Commission at least thirty (30) days prior to any proposed change in respondent, such as dissolution or reorganization of itself or any chapter, division, or of any proposed change resulting in the emergence of a successor corporation or association, or any other change in the corporation or association that may affect compliance obligations arising out of this order.

By the Commission.¹

¹ Prior to leaving the Commission, former Commissioner Owen registered her vote in the affirmative for the Complaint and the Decision and Order in this matter.

APPENDIX A

[DATE]

ANNOUNCEMENT

The American Association of Language Specialists ("TAALS") has entered into a consent agreement with the Federal Trade Commission. Pursuant to this consent agreement, the Commission issued an order on [DATE] that prohibits TAALS, including its chapters, committees, or organizational subdivisions, from:

(1) Creating, distributing, authorizing, or endorsing any list or schedule of fees or other charges for interpretation, translation, or other language services;

(2) Entering into, or maintaining any agreement, plan, or program, to construct, fix, stabilize, raise, maintain, or otherwise interfere with fees or other charges for interpretation, translation, or other language services;

(3) Suggesting, recommending, or encouraging, in any way, that interpreters, translators, or other language specialists charge, adhere to, or refrain from charging any existing or proposed fee;

(4) For a period of ten (10) years after this order becomes final, continuing a meeting after 1) any person makes any statement to the body of the meeting concerning the fees charged or proposed to be charged for interpretation, translation, or any other language service and TAALS fails to declare such statement to be out of order, 2) any person makes two such statements and TAALS fails to eject him or her from the meeting, or 3) two people make such statements;

(5) Prohibiting, restricting, regulating, or advising against any form of price competition among its members or other interpreters, translators, or other language specialists, including undercutting a competitor's actual fee or a customer's announced fee, advertising discounted rates, or accepting any particular lodging or travel arrangements;

(6) Advising against, restricting, or prohibiting interpreters, translators, or other language specialists from accepting hourly fees, weekly fees, or fees calculated or payable on other than a full-day basis;

(7) Advising against, restricting, or prohibiting interpreters, translators, or other language specialists from performing services free of charge or from paying their own travel, lodging, meals, or other expenses; or

(8) Prohibiting, restricting, impeding, declaring unethical, or advising against any forms of personal publicity, including but not limited to advertising by interpreters, translators, or other language specialists.

In addition, the order prohibits TAALS from maintaining any agreement, understanding, plan or program to:

(1) Limit, restrict, or mandate the length of time that interpreters, translators, or other language specialists work in a given period, or for which they are paid for preparation or study;

(2) Limit, restrict, or mandate the number of interpreters, translators, or other language specialists used for a job or type of job;

(3) Limit, restrict, or mandate the payment or reimbursement for travel or the travel time of interpreters, translators, or other language specialists, or otherwise prevent consumers from receiving any advantages, based on travel arrangements or geographic location, by regulating domiciles of members or by other means; or

(4) Limit, restrict, or mandate the equipment used in performing interpretation, translation, or other language services.

Under the order, "fees" are defined to include all cash or non-cash charges, rates, benefits, or other compensation for interpretation, translation or other language services, including but not limited to, lodging, meals, subsistence and travel allowances, reimbursements for expenses, cancellation fees, and compensation for time not worked, travel time or briefing time. "Language specialist" means one who performs "other language services," which are defined to refer to any services that involve the conversion of any form of expression from one language into another or any services incident to or related to interpretation and translation. Consequently, when the order mentions "language specialists," it includes anyone who rents equipment, organizes conferences, performs teleconferencing or précis writing, supervises or coordinates interpreters, reviews or revises translations, or provides recordings of interpretations.

Further, under the order, TAALS must amend its professional code to conform to the requirements of paragraphs II and IV of the attached order, which are summarized above. TAALS must also amend its bylaws to require each member, chapter, and organizational subdivision to observe the requirements of the order. In addition, the order requires TAALS to provide to the Federal Trade Commission the text of each amendment to the TAALS Bylaws, Professional Code or Working Conditions, and the text of any new rules, regulations or guidelines.

We note, however, that the order does not prevent TAALS from adopting and enforcing reasonable ethical guidelines prohibiting advertising that would be false or deceptive within the meaning of Section 5 of the Federal Trade Commission Act. In addition, TAALS will be permitted to compile and distribute accurate aggregate historical market information concerning past fees that were actually charged no earlier than three years after this order becomes final, if presented in an unbiased and nondeceptive manner that maintains the anonymity of the parties to the transactions underlying such reports. Similarly, the order does not prohibit TAALS from collecting and publishing accurate, publicly available information on fees paid by governmental and intergovernmental agencies if such publication states the qualifications and requirements for such fees. With any publication of fees permitted by the order, TAALS must include a statement that it is prohibited from recommending fees applicable in the United States and that interpreters must independently determine their own fees. In addition, the order states that it does not prohibit TAALS from providing information or its nonbinding and non-coercive views concerning interpretation equipment, the hours of work or preparation, or the number of language specialists used for a type of job.

For more specific information, members should refer to the order itself, which is enclosed.

Counsel
American Association of Language Specialists

IN THE MATTER OF

AMERICAN SOCIETY OF INTERPRETERS

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SEC. 5 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3525. Complaint, Aug. 31, 1994--Decision, Aug. 31, 1994

This consent order prohibits, among other things, the professional association of interpreters, based in Washington, D.C., from fixing or otherwise interfering with any form of price or fee competition among language specialists in the future; from maintaining any agreement or plan to limit or restrict the specialists working time or condition; for ten years, from making statements at an association meeting concerning fees; and, for three years, from compiling and distributing aggregate information concerning fees already charged.

Appearances

For the Commission: *Michael McNeely* and *Kent Cox*.

For the respondent: *Mario L. Herman, Purvin & Herman*,
Washington, D.C.

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission, having reason to believe that respondent American Society of Interpreters ("ASI"), a corporation, has violated the provisions of said Act, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint stating its charges in that respect as follows:

PARAGRAPH 1. Respondent American Society of Interpreters is a corporation organized, existing and doing business under and by virtue of the laws of the District of Columbia, with its principal place of business located in Washington, D.C. ASI is a voluntary professional association of individuals engaged in the business of conference interpreting.

PAR. 2. Conference interpreting is the practice of expressing, in spoken form, ideas in a language different from an original spoken