

[Costs for Translation Services are Properly Awarded to the Prevailing Party](#)

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In *Taniguchi v. Kan Pacific Saipan Ltd.*, 2011 DJDAR 3574 (9th Cir. 2011), the [Ninth Circuit Court of Appeal](#) decided a prevailing party issue pertaining to translation services.

The plaintiff was injured when he fell through a wooden deck on the defendant's premises. The plaintiff was a well known basketball star in Japan. He suffered serious potentially career-ending injuries and incurred various medical expenses and had to cancel contractual obligations allegedly incurred, proximately related to his injuries.

The plaintiff sued the defendant for negligence. The district court granted Kan Pacific summary judgment and awarded costs, including the costs of translating contracts and other documents from Japanese to English pursuant to [28 U.S.C. Section 1920\(6\)](#). Under that section, the district court has discretion to award fees for the compensation of interpreters as well as the cost of "special interpretation services."

The Ninth Circuit affirmed the lower court's decision, noting that under 28 U.S.C. Section 1920(6), the district court has discretion to award fees for compensation of interpreters. The Ninth Circuit noted that there was a split in authority between the Sixth and Seventh Circuits pertaining to the award of costs for "**translation services**" versus those incurred for an "**interpreter**."

- The Seventh Circuit in *Extra Equipamentos E Exportacao Ltda. v. Case Corp.*, 541 F.3d 719, 727-28 (7th Cir. 2008), held that "**interpretation**" and "**translation**" have distinct meanings, and thus has declined to award costs for translation services.
- The Sixth Circuit's decision in *BDT Products, Inc. v. Lexmark Int'l, Inc.*, 405 F.3d 415, 419 (6th Cir. 2005), concluded that "**translation services**" and "**interpreting services**" are interchangeable and allowed those items as costs.

The Ninth Circuit found the Sixth Circuit's views to be more persuasive. The court also held that courts have the latitude to "interpret" Section 1920, and that the word "**interpreter**" can reasonably include a "**translator**."

The Ninth Circuit concluded that the prevailing party must be awarded costs for interpreting live speech or written documents. Because it was necessary for Kan Pacific to have Taniguchi's documents translated to prepare its defense, the award of costs was proper.