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V.

▲ COURT USE ONLY ▲

Case Number:

Div: Ctrm:

1. A&A provided Plaintiffs with uncertified individuals represented to be “sign language interpreters” during medical appointments, counseling sessions, and meetings and classes with government human services representatives, all in sensitive and emotional contexts. This constitutes a violation of the Colorado Consumer Protection Act and resulted in significant frustration, confusion, and distress for Plaintiffs.

JURISDICTION AND VENUE

2. At all times relevant to this action, Defendant maintained its office and transacted business in Arapahoe County, Colorado. Accordingly, jurisdiction is proper under Colo. Rev. Stat. § 13-1-124(1)(a) and venue is proper under Colo. Rev. Stat. § 6-1-103 and Colo. R. Civ. Pro. 98.

PARTIES

3. Plaintiff Marie Nichole Runge is currently, and at all times relevant to this suit has been, a resident of the State of Colorado in Weld County.

4. Plaintiff Kristofer Runge is currently, and at all times relevant to this suit has been, a resident of the State of Colorado in Weld County.

5. Plaintiff Avi Haimowitz is currently, and at all times relevant to this suit has been, a resident of the State of Colorado in the City and County of Denver.

6. Plaintiff Amy Garry is currently, and at all times relevant to this suit has been, a resident of the State of Colorado in Jefferson County.

7. Defendant A&A Languages, LLC is a limited liability company formed in Colorado with its office address in Arapahoe County, at 5458 S. Hannibal Way, Centennial, Colorado 80015.

8. A&A is owned by Alla Uvarov and Alex Uvarov.

9. Alla Uvarov owns 99% of A&A. She is the managing member and registered agent for A&A. Ms. Uvarov's residence is A&A's business address.

10. Ms. Uvarov has been a managing member of A&A since its inception in 2002.

11. Alex Uvarov owns 1% of A&A. Mr. Uvarov is Alla Uvarov's son. He is the treasurer of A&A.

12. A&A is the alter ego of Alla Uvarov.

FACTS

The Runges

13. Plaintiff Marie Nichole Runge is Deaf and does not understand spoken English. Her primary mode of communication is American Sign Language (ASL).

14. In order to communicate effectively with hearing people -- expressively and receptively -- Ms. Runge requires the services of a sign language interpreter. Specifically, she

requires a sign language interpreter for medical appointments and therapy sessions that involve detailed medical terminology, complex psychological concepts, and/or emotional topics related to the Runiges' treatment for infertility.

15. Mr. Runge is hearing and is able to communicate in ASL.
16. The Runiges' experience with A&A's uncertified interpreters include the following.
17. A&A provided uncertified sign language interpreters to interpret for Ms. Runge on three occasions in 2014 and 2015.
18. On or around October 15, 2014, the Runiges attended a counseling session related to their infertility treatments with Dr. Alison Wilson, a counselor affiliated with Conceptions. Dr. Wilson and/or Conceptions retained A&A to provide a sign language interpreter for Ms. Runge.
19. A&A sent Shauna Zsteffoni to interpret for Ms. Runge in October, 2014.
20. Ms. Zsteffoni is not certified by the Registry of Interpreters for the Deaf (RID).
21. During the Runiges' October 2014 session, Ms. Zsteffoni made many interpretation errors, used finger spelling instead of ASL signs, and did not know a number of essential signs.
22. As a result of Ms. Zsteffoni's inability to interpret correctly, Mr. Runge was forced to do some of the interpretation for his wife. This is highly inappropriate, as Mr. Runge was a participant in, not an interpreter for, the counseling session. It is also inappropriate for hearing family members to be forced to serve as interpreters for deaf family members.
23. In December of 2014, Ms. Runge had a minor surgical procedure through Conceptions. Conceptions again retained A&A to provide a sign language interpreter for Ms. Runge.
24. For the December surgery, A&A sent a sign language interpreter named Christine Weston to interpret for Ms. Runge.
25. Ms. Weston behaved unprofessionally while she was interpreting for Ms. Runge, including positioning herself at the end of the exam table -- rather than at Ms. Runge's shoulder -- during a gynecological procedure.
26. On February 7, 2015 the Runiges attended a group counseling session with Dr. Wilson on the topic of conceiving a child through egg donation.
27. For this session, A&A once again sent Christine Weston to interpret for Ms. Runge.

28. Ms. Weston had difficulty keeping up with the pace of the conversation between the group members and often failed completely to translate the dialogue. Her translations were often done in finger spelling or Signed Exact English, which is not Ms. Runge's native ASL, and which she does not understand clearly. Ms. Weston also often did not properly voice what Ms. Runge was saying.

29. As a result of Ms. Weston's incorrect and incomplete interpretations, Mr. Runge was once again required to act as sign language interpreter for his wife during the group session.

30. At one point during the session, Ms. Runge expressed frustration with the communication process. In response, Ms. Weston acted very unprofessionally, refusing to interpret what Ms. Runge was saying. Ultimately, Ms. Weston left the counseling session.

31. Before she left, the Runges asked Ms. Weston whether she was a certified sign language interpreter; Ms. Weston replied that she was not.

32. The Runges were both harmed by A&A's failure to provide a certified, qualified medical sign language interpreter as they advertised they would. The ineffective interpreting harmed Ms. Runge by not providing her with effective communication regarding her own medical treatment and mental health care. Ms. Runge also suffered emotional harm by not being able to understand and make herself understood in conversations during an already emotionally fraught time in her life, as she and her husband tried to conceive and bear a child. Mr. Runge was harmed by having to act as an interpreter for his wife on several occasions, thus denying him the ability to participate fully in counseling sessions and discussions with doctors and mental health professionals. A&A's failure to provide a certified, qualified sign language interpreter for these meetings also harmed the other participants in the group session by denying them effective communication with Ms. Runge.

Avi Haimowitz

33. Plaintiff Avi Haimowitz is Deaf and does not understand spoken English. Her primary mode of communication is ASL.

34. In order to communicate effectively with hearing people -- expressively and receptively -- Ms. Haimowitz requires the services of a sign language interpreter. Specifically, she requires a sign language interpreter for meetings on complex topics involving multiple individuals, especially with respect to an emotional subject such as the circumstances of the emergency placement discussed below.

35. Ms. Haimowitz's experience with A&A's uncertified interpreters include the following.

36. Ms. Haimowitz was the emergency kinship placement for a Deaf child at the end of March and beginning of April of this year.

37. This placement was through Jefferson County Human Services (“JCHS”).
38. The JCHS caseworker set up a series of meetings for March 20, 2015 with the staff of the child’s school relating to the incident that had resulted in the temporary placement.
39. JCHS ultimately met with the principal, the school counselor, one of the child’s teachers, the instructional coordinator, and the child himself. The meetings lasted a total of about three hours.
40. JCHS retained A&A to provide a sign language interpreter for the meetings.
41. A&A sent Ms. Zsteffoni to interpret for these meetings.
42. Ms. Zsteffoni did a very poor and unprofessional job interpreting, struggling to understand and keep up both receptively and expressively.
43. In addition, Ms. Zsteffoni acted unprofessionally by expressing overt emotion at the content of the conversations.
44. The interpretation was so poor that Ms. Haimowitz was forced to play the role of Deaf interpreter, explaining to other Deaf people in the conversation what Ms. Zsteffoni was attempting to interpret, and explaining to Ms. Zsteffoni what people were signing.
45. Given Ms. Haimowitz’s role as the emergency placement for the child in question, this was very inappropriate and a significant imposition on Ms. Haimowitz.
46. Toward the end of the meetings, Ms. Zsteffoni apologized for the poor quality of her interpreting, and stated that A&A had told her it would only be a “five-minute meeting.”
47. Ms. Haimowitz was harmed by A&A’s failure to provide a certified, qualified sign language interpreter for her meetings with JCHS and the child’s school. The ineffective interpreting harmed Ms. Haimowitz by not providing her with effective communication regarding the child in her emergency custody. Ms. Haimowitz also suffered emotional harm by not being able to understand and make herself understood in conversations during an already emotionally fraught series of meetings. A&A’s failure to provide a certified, qualified sign language interpreter for these meetings also harmed the other Deaf and hearing participants in the meetings by denying them effective communication with one another.

Amy Garry

48. Plaintiff Amy Garry is Deaf and does not understand spoken English. Her primary mode of communication is ASL.
49. In order to communicate effectively with hearing people -- expressively and receptively -- Ms. Garry requires the services of a sign language interpreter. Specifically, she requires a sign language interpreter for meetings on complex topics involving multiple

individuals, especially with respect to an emotional subject such as classes relating to adoption of a child.

50. Ms. Garry's experience with A&A's uncertified interpreters include the following.

51. Ms. Garry and her partner were required to take classes through the Jefferson and Arapahoe County Departments of Human Services relating to their attempt to adopt a child.

52. On the first day of class, the assigned interpreter -- provided by A&A -- was Christine Weston. She was not qualified and Ms. Garry and her partner had to correct her signing often throughout the classes.

53. Ms. Garry and her partner could tell that Ms. Weston was missing out a lot of information. When the interpreter was not clear, they had to try to follow along in the class materials or talk to each other to try to ascertain whether they understood what the presenter was trying to say.

54. Ms. Weston also was not professional, for example, chatting and exchanging photographs with the presenters during the class in front of Ms. Garry and her partner.

55. Ms. Garry and her partner were harmed by A&A's failure to provide a certified, qualified sign language interpreter for her classes and other interactions. The ineffective interpreting harmed Ms. Garry by not providing her with effective communication regarding the classes she was required to take in connection with her and her partner's attempt to adopt a child. Ms. Garry and her partner also suffered emotional harm by not being able to understand during an already emotionally fraught series of classes.

A&A Languages

56. A&A advertises on its website that it provides "sign language" services.

57. A&A advertises on its website and elsewhere that its "sign language interpreters have extensive experience in various settings, such as medical, social services, business, educational, government, and legal."

58. A&A advertises on its website and elsewhere that its "sign language interpreters have extensive experience in various settings, such as medical, social services, business, educational, government, and legal."

59. A&A's website advertises that all of its "sign language interpreters" are "qualified independent contractors" and adhere to the RID code of ethics, "insuring quality, accuracy, confidentiality, and professionalism."

60. A&A represents to the entities it contracts with that its interpreters are certified.

61. A&A has contracts with a number of local governments and government entities, including but not limited to JCHS, Adams County, and the Denver Health and Hospital Authority to provide sign language interpretation services.

62. A&A advertises “interpretation services” in “American Sign Language” on Google+ and LinkedIn.

63. A&A member Alex Uvarov participates as an “Expert Author” on Ezine Articles, a website designed to promote the “experts” businesses. It promises: “Submit your high-quality, original articles for more exposure, credibility & traffic back to your website.” www.ezinearticles.com (visited June 2, 2015). Mr. Uvarov’s articles include one entitled, “Certifications for Interpreters in Colorado” dated November 20, 2009. <http://ezinearticles.com/?Certifications-For-Interpreters-in-Colorado&id=3303178> (visited June 2, 2015).

64. Every time A&A sends an uncertified individual to interpret between Deaf and hearing individuals, it harms all of the individuals -- Deaf and hearing -- involved in the meeting, presentation, class, medical appointment, conversation or other communication, as they are all denied effective communication and are not able to accurately understand one another. Given A&A’s government and hospital contracts, this often occurs in critical and emotional situations, increasing the negative impact of A&A’s harm.

CLAIM FOR RELIEF **(Violations of the Colorado Consumer Protection Act)**

65. Plaintiffs incorporate all other paragraphs in this Complaint as if restated in this Claim for Relief.

66. As set forth in greater detail above, A&A has claimed that its interpreters are “sign language interpreters” and other related terms listed in C.R.S. § 6-1-707(e) when those interpreters are not certified by the registry of interpreters for the deaf, in violation of the Colorado Consumer Protection Act, C.R.S. § 6-1-707(e).

67. As set forth in greater detail above, A&A has knowingly made false representations as to the certification of services and has represented that services are of a particular standard when it knows or should know that they are not, in violation of the Colorado Consumer Protection Act, C.R.S. §§ 6-1-105(1)(b) and (g).

68. Based on, among other things, A&A’s extensive advertising, public contracts, roster of uncertified interpreters, and 13-year history of offering its services, it has a significant impact on the public as actual or potential consumers of its services, and has a significant potential to do so in the future. The many Deaf people who are actual or potential consumers of its services are generally unsophisticated and, because they rarely directly contract for A&A’s services, are almost completely without bargaining power.

69. Plaintiffs are all actual or potential consumers of A&A's services, as those terms are used in C.R.S. § 6-1-113(1)(a).

70. Plaintiffs were injured by A&A's deceptive practices as set forth in greater detail above. Plaintiffs' injuries include but are not limited to pain and suffering, inconvenience, mental anguish, and emotional stress.

71. Based on, among other things, A&A's history of knowing violations, it has acted in bad faith, entitling Plaintiffs to treble damages.

WHEREFORE, Plaintiffs respectfully request:

1. That this Court assume jurisdiction;
2. That this Court declare the actions of A&A described in this Complaint to be in violation of the Colorado Consumer Protection Act;
3. That this Court enter an injunction ordering A&A to cease providing uncertified sign language interpreters represented using terminology set forth in C.R.S. § 6-1-707(e);
4. That this Court award Plaintiffs actual, statutory, and/or treble damages pursuant to the Colorado Consumer Protection Act;
5. That this Court award Plaintiffs and/or their attorneys their reasonable attorneys' fees and costs; and
6. That this Court award such additional or alternative relief as may be just, proper, and equitable.

Dated this 25th day of June, 2015.

Respectfully submitted,

/s/ Amy F. Robertson

Amy F. Robertson
Attorney Registration No. 25890
Civil Rights Education and Enforcement Center
104 Broadway, Suite 400
Denver, CO 80203
Phone: (303) 757-7901
arobertson@creeclaw.org

Attorney for Plaintiffs.

Plaintiffs' Addresses

Marie Nichole Runge
Kristofer Runge
1967 Granite Drive
Lochbuie, CO 80603

Avi Haimowitz
1631 S. Xavier St.
Denver, CO 80219

Amy Garry
1888 South Alkire Court
Lakewood, CO 80228