

**Tricks of the Trade: Translation Strategies in Legal Subtitling and Assessment of  
Legal Subtitling**



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**Master Thesis for MA Linguistics: Translation**

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**July 2020**

**Abstract**

With the popularization of courtroom dramas, fictional legal subtitling is in high demand. However, correct legal subtitling might be difficult to achieve due to the nature of legal translation and the constraints of subtitling. This study is a qualitative and quantitative analysis of the legal terms in the Dutch subtitles of the first season of *Suits*. Pedersen's (2005/2011) taxonomy of translation strategies to transfer Extralinguistic Cultural References (ECRs) was used to identify which translation strategies were used for the translation of legal terms in the subtitles and Pedersen's (2017) FAR model for error assessment in subtitles was used to assess the subtitles that contained legal terms according to functional equivalency, acceptability and readability. The results showed that direct translation was the most used translation strategy in the Dutch subtitles of the first season of *Suits*. Error assessment showed that the subtitles were at least 80% functionally equivalent, acceptable and readable. Applying Pedersen's (2005/2011) translation strategies in combination with his (2017) FAR model to other courtroom dramas can help generate more data and formulate which translation strategies work best for legal subtitling as a general recommendation for future legal subtitlers.

**Keywords:** *legal translation, subtitling, legal subtitling, specialized subtitling, Suits, FAR model, Audiovisual translation*

## Table of Contents

<b>Chapter 1: Introduction</b> .....	4
<b>Chapter 2: Literature Review: Audiovisual Translation</b> .....	7
2.1 Audiovisual Translation.....	7
2.1.2 Intralingual subtitles.....	8
2.1.3 Interlingual subtitles.....	10
2.2 Subtitling.....	11
2.2.1 Subtitling conventions.....	12
2.2.2 Subtitling constraints.....	16
2.2.3 Translation strategies.....	20
<b>Chapter 3: Literature Review: Legal Translation</b> .....	24
3.1 Legal Translation.....	24
3.2 Conventions in legal texts.....	24
3.3 Constraints.....	27
3.4 Translation strategies.....	28
3.5 Translation issues when translating legal text in subtitles.....	30
3.6 Recent studies on subtitling assessment.....	31
3.7 FAR model.....	35
3.7.1 Strengths and weaknesses FAR model.....	40
<b>Chapter 4: Method</b> .....	42

<b>Chapter 5: Results</b> .....	44
5.1 Results translation strategies.....	44
5.1.1 Courtroom-centered episodes.....	44
5.1.2 Non-courtroom-centered episodes.....	47
5.2 Results quality assessment.....	51
5.3 Errors in relation to translation strategy.....	55
<b>Chapter 6: Discussion and conclusion</b> .....	56
6.1 Does <i>Suits</i> , a fictional television show, contain many complete legal sentences?.....	56
6.2 Does the translation of legal terms pose an issue in the <i>Suits</i> -subtitles, which are prone to condensation, seeing that explicitation is the most commonly used translation strategy in legal translation?.....	58
6.3 Is it even important that a courtroom drama is subtitled legally correct?	60
6.4 Is the quality of legal subtitling sufficient, and if not, how can it be improved?.....	63
<b>References</b> .....	66
<b>Appendices</b> .....	77
Appendix A – translation strategies and quality assessment.....	77
Appendix B – translation strategies.....	144
Appendix C – calculations error rate.....	145

## Chapter 1: Introduction

“Subtitling is an overt type of translation” (p. 102), Gottlieb (1994) remarks, and continues to say that subtitling lays “itself bare to criticism from everybody with the slightest knowledge of the source language” (p. 102). Indeed, criticism on subtitling is common, because viewers assume that subtitling is easy. Normally, translation replaces the source text, but subtitling is a special type of translation and makes it a challenging type of translation, because “the original always remains present alongside their translation, limiting their [subtitlers] choices and putting their solutions as the focus of criticism of audiences worldwide” (Georgakopoulou, 2009, p. 32). But, is the criticism fair? Viewers often are not aware of the constraints a subtitler has to deal with. For example, it is not the desirable for subtitles to stay on screen longer than the speaker is speaking. This is an example of a temporal constraint. Spatial constraints do not allow subtitles to be longer than two lines. These are just two factors of several factors a subtitlers has to take into account. On top of these constraints, there also other issues which make subtitling extra challenging for a particular group of subtitlers, who occupy themselves with specialized subtitling.

Specialized subtitling is the activity of providing subtitles for videos on specialized topics, i.e. “within an area of specialization or of a particular activity” (Popescu and Cohen-Vida, 2015, p. 1196). The source material deals with “a specific topic within a given field of specialization and specific vocabulary and phraseology” (Popescu and Cohen-Vida, 2015, p. 1196). A branch of specialized subtitling which is of particular interest is legal translation. In this thesis I will be focused on legal translation in subtitles. Legal translation is problematic in itself; the main concern being that often there is no one-to-one equivalence for the many culture-bound terms in the field of law,

with some scholars even claiming that legal translation is unattainable (Didier, 1990; Mincke, 1991). The translator has to find equivalents for concepts that do not exist in some cases. As a solution, legal translators often use explicitation, which often requires more words, and thus more space (Pym, 2005). Using more words and more space is in direct contrast with subtitling practices. Yves Gambier (2006) describes that subtitling is constrained by several factors, the main ones being temporal, spatial, and visual constraints (Díaz Cintas and Remael, 2007). Temporal and spatial constraints do not allow very long or elaborate subtitles, because time and space is limited. Visual constraints also limit the options a subtitler has when it comes to combining the subtitles with what is seen on screen.

Still, legal translation found its way into subtitles through courtroom dramas, which, according to the American Film Institute's (AFI) website, is defined as "a genre of film in which a system of justice plays a critical role in the film's narrative." Because the system of justice plays such a critical role in a film's narrative, it is key that viewers at least have a basic understanding of the relevant legal system. With the overwhelming amount of new media and streaming services (Netflix, HBO, etc.) offering English courtroom dramas such as, *How To Get Away With Murder* (2014 – 2020), *Law & Order* (1990 – 2010), *Suits* (2011 – 2019) and *Better Call Saul* (2015 – present), which have become increasingly popular, even with foreign audiences, fictional legal subtitling has become big business. In subtitling these types of series, two fields are clashing: legal translation and subtitling. Based on studies carried out by several scholars (De Groot, 1988; Glenn, 2001; Mac Aodha, 2014; Hjort-Pedersen and Faber, 2009a/2009b/2010; Krosgaard Vesterager, 2017), I would expect that subtitles are not suitable for the translation of legal terms, because, in theory, the translation of legal terms is difficult to achieve, since time and space is limited. Seeing that these courtroom dramas are

provided with subtitles, either way, it is interesting to ask whether the quality of legal subtitles is sufficient and, if not, to find ways to improve the quality of specialized subtitling.

To this purpose, I will analyze the Dutch subtitles for the English hit television show *Suits*, which focuses on civil law cases, on Netflix. In chapter 2, I will discuss key concepts, such as subtitling and translation strategies in subtitling. In chapter 3, I will provide key concepts in legal translation and a critical summary of previous studies on translation assessment. Lastly, I will also provide an explanation of Pedersen's set of translation strategies and his model of subtitling assessment and how these models will be applied in this thesis. In chapter 4, I will discuss the material and method used for this study. Chapter 5 will provide the results of the study and Chapter 6 contains the discussion of the data and the conclusion. With this critical analysis, I hope to help add to the discussion on specialized subtitling and improve quality of subtitles in courtroom dramas.

## **Chapter 2: Literature Review: Audiovisual Translation**

In this literature review, I will first present the main features of audiovisual translation, with special attention for subtitling and the relevant conventions, constraints, and how subtitlers deal with these issues by presenting common translation strategies. In Chapter 3, I will follow the same steps for the section on legal translation. By presenting the information in this manner, I hope to show how legal translation in subtitles can be problematic, because the conventions of subtitling and legal translation clash. In this thesis, the translation choices a translator makes in the process of translating one language into another are referred to as *translation strategies*. While *translation procedure*, coined by Vinay and Dalbarnet in 1958, is a widely known and accepted term for this process, it will not be used in this thesis. Most scholars referenced in this thesis use the term *translation strategy* and to ensure consistency within this thesis, *translation strategy* is the more obvious choice. Furthermore, Bardaji (2009) says that “the use of this term has become widespread among those researching the translation process” (p. 165) and that *translation strategy* “has become practically the most widely used term to refer to the mental operations performed by the translator when translating” (p. 165). Because this thesis is also aimed at improving the translation process of legal subtitling *translation strategy* is the more appropriate term.

### **2.1 Audiovisual Translation**

Audiovisual Translation (AVT) is all around us, from the dubbed cartoons children watch to the subtitles adults read when watching their favorite shows. Gambier (2013) defines AVT as being “mainly concerned with the transfer of multimodal and multimedia speech (dialogue, monologue, comments, etc.) into another language/culture” (p. 45).



While at first glance, this might seem like a rather vague or too broad of a definition, this definition captures the essence of AVT: it is a rather young and undefined field. Initial publications on AVT used terms such as “film translation”, “versioning”, “screen translation” and “translation for media” (Gambier, 2013, p. 46), and in a way, all these terms exclude essential aspects of the broader term “AVT”. For example, using the term “film translation” suggests that in this field, only films are being translated. This is definitely not the case.

AVT is the overarching term for several types of translation. This section will briefly discuss these types of AVT. Gambier (2013) makes a distinction between intralingual subtitling, which Munday (2016) defines as “an interpretation of verbal signs by means of other signs of the same language” (p. 9) and interlingual subtitling, which is defined as “an interpretation of verbal signs by means of some other language” (Munday, 2016, p. 9). In other words, intralingual subtitling, which is sometimes also called “same language subtitles (SLS)” (Gambier, 2013, p. 49), is when the source text is reworded in the same language, while interlingual AVT is when the source text is translated into another language.

### **2.1.2 Intralingual subtitles**

According to Gambier (2013), intralingual subtitles have two main purposes, the first being language learning. Several channels have the option to turn on “closed captions” (Gambier, p. 49), which are subtitles that can be turned on and off. These subtitles help viewers learn a new language or reinforce their command of the language. The second purpose of intralingual subtitles is to make television accessible for the deaf and hard-of-hearing audiences. The types of intralingual subtitles are processed differently. The subtitling for language learning has the purpose of (better) social integration, and thus

“does not mention signal noises, telephones ringing, doors slamming, angry voices, shouting, etc.” (Gambier, 2013, p. 49), while subtitling for the deaf and hard-of-hearing “usually renders verbal and non-verbal audio material into text” (Gambier, 2013, p. 49).

Díaz Cintas and Remael (2007) identify three other purposes for intralingual subtitling: for karaoke-effect, for dialects of the same language, and notices and announcements. Subtitles for karaoke-effect are often used during movies, and these subtitles encourage the audience to sing along with the songs. This type of subtitling has always been popular, according to Díaz Cintas and Remael (2007), and has stayed popular throughout the years, with movies such as *Frozen* (2013) and *Hairspray* (2007) being distributed recently. Another purpose Díaz Cintas and Remael (2007) identify is to subtitle dialects of the same language. These are subtitles provided when, in theory, the person speaking is speaking the same language as the viewer. However, dialect and regional variation makes it (more) difficult to understand what the speaker is saying. This type of subtitling is often seen in Belgium and the Netherlands. Officially, Dutch is spoken in both the Netherlands and Belgium, but speakers of Dutch in the Netherlands and Belgium do not always understand each other due to regional variation. In these cases, intralingual subtitles are used to “translate” Dutch to (Flemish) Dutch. A final type of intralingual subtitles that will be discussed here is subtitling for notices and announcements. According to Díaz Cintas and Remael (2007), this type of subtitling often happens in underground stations and other public areas. An example of this would be when an announcer in Dutch train stations says *De trein naar Leiden Centraal vertrekt over enkele minuten* [The train to Leiden Centraal leaves in a few minutes] and a “+5 min” appears on the announcement board to show or emphasize what the announcer just said. Writing the announcement on an announcement board is done “so as not to disturb the public” (Díaz Cintas and Remael, 2007, p. 17), because constantly

announcing that the train is late could annoy a traveler. These purposes all exemplify how essential intralingual subtitling is to society. However, the focus of this thesis will be on interlingual subtitling and, therefore, the next section will deal with this subject.

### **2.1.3 Interlingual subtitles**

Interlingual AVT is the most common type of AVT and includes script/scenario translation, interlingual subtitling, dubbing, free commentary, interpreting, voice-over and surtitling. These types will be briefly discussed, except interlingual subtitling. This type of AVT will be discussed in more depth in a separate section.

*Script/scenario translation* is “needed in order to obtain subsidies, grants and other financial support for co-production, or for searching for actors, technicians, etc.,” (Gambier, 2013, p. 50). This type of translation is needed, for example, to get a Dutch movie or series on Netflix. Not all movies or series are written in the language spoken by producers. Therefore, the scripts and scenarios have to be translated.

*Dubbing* is “adapting a text for on-camera characters” (Gambier, 2013, p. 50). In practice, dubbing is the translation of the spoken text in the source language to a fitting translation in the target language. The word fitting is used here because just as with subtitles, dubbing also has constraints. The main constraint, and only dubbing constraint that will be discussed here, is lip movement. The tolerance for differences in lip movement and voice differs depending on the target culture.

Gambier (2013) calls *free commentary* one of the oldest ways of “revoicing”. He calls it revoicing because rather than maintaining the source voices at a lower volume, the voices are completely adapted to a new audience, “with additions, omissions, clarifications and comments”; anything to make clearer what is happening on screen. It

is not a synchronization with sound, but “synchronization is done with on-screen images rather than with a soundtrack” (Gambier, p. 51).

According to Gambier (2013), *interpreting* takes on three main forms on screen: “it can be consecutive (usually pre-recorded), simultaneous (the original voice being turned down to a low level of audibility after a few seconds), or using sign language” (p. 51). Interpreting is often seen at press conferences and the most recognizable with a sign language interpreter.

*Voice-over* is “when a documentary, an interview or a film is translated and broadcast approximately in synchrony by a journalist or an actor who can half dub several characters” (Gambier, 2013, p. 51). Voice-over is different from free commentary because with a voice-over, you often hear the “target voice” over the “source voice”, even though you cannot quite understand what the source voice is saying.

*Surtitling* are subtitles which are projected above a theatre or opera stage, or in the back of the seats during performances. Since actors do not consistently perform the same way, this kind of subtitling is done live by a translator in the audience during the performance.

## **2.2 Subtitling**

Every field and practice has its own set of conventions and constraints. Rather than being definitive rules, these conventions and constraints define what is common in the field, without setting ground rules that should always be followed. The following paragraphs will describe the conventions and constraints of subtitling. In order to show the clash and research gap in specialized (legal) subtitling, it is important to show why

legal translation in subtitles is problematic by comparing conventions and constraints of subtitling and legal translation.

### **2.2.1 Subtitling conventions**

In this thesis, I will refer to the common practices in subtitling as “conventions”. This is opposed to a term that is often used in Descriptive Translation Studies, which is “norms”. Scholars such as Toury (1995) and Chesterman (1993/1997) have always used norms to refer to “trends of translation behavior” (Munday, 2013, p. 176), but in the case of subtitling using “norms” would not be a correct use. Díaz Cintas and Remael (2007) acknowledge that one of the main problems with subtitling is that there is a “lack of harmonization due, amongst other things, the fact that many subtitling companies, television broadcasters, and DVD distributors do not always have a stylebook with specific instructions” (p. 103), and even if they do, these are not always available for the general public (Pedersen, 2011, p. 122). A quick Google search shows that only the BBC and Netflix share their subtitling guidelines. This makes it difficult to compare and align subtitling practices. According to Munday’s (2013) definition of “norms”, they are “generally agreed forms of behaviour, are partly prescriptive in nature but weaker than rules” (p. 177). Because it is not possible to compare and align in-house guidelines, it would not be fair to say that the subtitling practices in the field are “generally agreed forms of behaviour” (Munday, 2013, p. 177). This is why the term “conventions” (Nord, 1991) is used rather than norms because conventions are considered as “more informal and may be acquired by trial and error” (Munday, 2013, p. 177), according to the needs of the company.

Even so, this does not mean that there is no consensus at all. Karamitroglou (1997), Carroll & Ivarsson (1998), and Díaz Cintas & Remael (2007) have all published

guidelines, which are in line with common practice nowadays. These conventions are related to aspects such as “timecoding, duration of subtitles, shot cuts and formatting” (Gambier & Gottlieb, 2001, p. 152). Indeed, many of the available guidelines use headers for categories they deem important, such as “lay out”, “line length”, “spotting/timing” (Auteursbond, Dutch Subtitling Guidelines, 2020), “character limitation”, “font information” and “duration” (Netflix, n.d.). These categories can, however, be seen as sub-categories of bigger, overarching categories, which are used by Karamitroglou (1997), and later also by Díaz Cintas and Remael (2007). For his guidelines, Karamitroglou (1997) uses “spatial parameter”, “temporal parameter” and “punctuation and letter case” as categories. I will only be discussing a selection of subcategories, rather than all the categories, since discussing all aspects related to subtitling would result in a book rather than a thesis.

### *Spatial parameter*

According to Díaz Cintas and Remael (2007), many cinema professionals and film buffs consider subtitles as a “blemish on the film screen” (p. 82). Therefore, they believe that subtitling is a type of translation that should not attract attention to itself. The spatial parameter relates to all subtitling that is seen on the screen.

### *Number of lines*

Interlingual subtitles are limited to two lines because this only takes up two-twelfths of the screen (Díaz Cintas, 2007, p. 82; Karamitroglou, 1997, p. 2).

### *Position on the screen/ Text positioning*

Subtitles are usually placed horizontally at the lower part of the screen because in this way they only “cover an area usually occupied by image action which is of lesser

importance to the general aesthetic appreciation of the target film” (Karamitroglou, 1997, p. 2). Only in Japanese is there a long history of placing subtitles vertically at the right-hand side of the screen (Díaz Cintas and Remael, 2007, p. 82). In the past, subtitles used to be left-aligned on television. While Díaz Cintas and Remael (2007) claim that in some countries, such as the Netherlands, some channels still left-align their subtitles, it should be taken into account that their work was published in 2007 and that left-aligned subtitles are rarely seen on Dutch television anymore. A common practice for subtitles is to appear centered on the bottom of the screen, with one of the main reasons being that television broadcasters sometimes place their channel logos in the lower left-hand corner of the screen (Díaz Cintas and Remael, 2007, p. 88). If the subtitles were to overlap these logos, it would result in a decrease in legibility. In cinema, subtitles have always appeared centered.

#### *Number of characters per line*

Karamitroglou (1997) allows around 35 characters per line, while Díaz Cintas and Remael (2007) say that 37 characters per line is a good maximum. More recently, Netflix (2019) allows 42 characters per line. Even in 2007, Díaz Cintas and Remael acknowledged that there seems to be an upward trend when it comes to the number of characters per line (p. 84), and it seems that their assessment was correct. Due to technological advancements, it is possible to project more characters on the bottom of the screen, without reducing legibility, which Karamitroglou claimed would have been an issue in 1997. The increase in characters per line could also have an influence on the way legal subtitles are handled.

### *Font color and background*

Subtitles are mostly colored white, except if the background is black and white. In these cases, the subtitles are yellow, to increase contrast (Díaz Cintaz and Remael, 2007). In addition, Karamitroglou (1997) advises the subtitles to be pale white, and not snowbright white, because this would be too tiring for the viewers' eyes. Lastly, fonts without serifs, i.e. "without particular designs of letters and numbers" (*Cambridge Dictionary*, n.d.), are preferred, such as Arial and Helvetica (Díaz Cintas and Remael, 2007).

### *Temporal parameter*

#### *Duration of a full two-line subtitle (maximum duration)*

There is a notable difference in what scholars have recommended and what Netflix recommends in their guidelines. While Karamitroglou (1997) recommends that subtitles "should remain on the screen for a maximum time of something less than 5 1/2 seconds" (p. 3) and Díaz Cintas and Remael (2007) say that "six seconds is the recommended maximum exposure time to keep a full two-liner on screen" (p. 89), adhering by what is known as the "six-second-rule" (p. 96), Netflix even further lengthens the time a subtitle event may stay on-screen by writing the following in their guidelines: "Maximum duration: 7 seconds per subtitle event" (*Netflix*, n.d.). This probably is changing the way programs are subtitled and probably means that subtitlers fit more words in a subtitle. In turn, this might influence the subtitles of, for example, *Suits*, because if the subtitler can fit more into the subtitle, he/she probably will. This raises the question of whether



explicitation, common with legal translation, will be an issue in condensation-prone subtitles if subtitlers have more time to fit more words into their subtitles.

### *Punctuation and letter case*

#### *Linking dots (or “starting triple dots”) {...} and sequence dots (or “ending triple dots”) {...}*

Linking dots are used to signal that the subtitles are going to continue to a next subtitle and the sequence dots are used at the beginning of the consecutive subtitle. I only mention these linking dots here, because punctuation in subtitles roughly corresponds to punctuation in writing. These linking dots, however, have a different function and are especially interesting, because, as I will explain later in the section on legal translation, legal texts often contain long sentences. As a result, I expect that these linking dots will be used a lot in *Suits*, which contains (talking about) legal texts.

### **2.2.2 Subtitling constraints**

Having discussed common practice in the subtitling field, it is also necessary to discuss some relevant factors which can hinder ‘good’ subtitling. While the temporal and spatial parameters discussed in 2.2.1 can also be seen as limiting factors in subtitling, there will not be an in-depth discussion in this section. The temporal parameter limits the amount of time a subtitle may be seen on the screen, and the spatial parameter limits the number of characters and the place where the subtitle may appear on the screen. In this section, I will only discuss linguistic and cultural constraints.

#### *Cultural constraints*

Translating culture-bound terms is another difficulty subtitlers are faced with. Díaz Cintas and Remael (2007) define culture-bound terms as “extralinguistic references to items that are tied up with country’s culture, history, or geography, and tend therefore

to pose serious translation challenges” (p. 200). In other words, culture-bound terms are terms that do not require explanation for a person who is familiar with a culture, but would be difficult to explain, and therefore, translate for a person who is not familiar with said culture. Diederik Grit (1997) calls culture-bound terms “realia” and, more recently, Pedersen (2011) has referred to these terms as “extralinguistic cultural-bound references” or “ECRs”. Because I will be using Pedersen’s taxonomy of subtitling strategies to identify which strategies are used in the Dutch subtitles of *Suits*, it is important to establish here what is exactly meant with ECR. Pedersen (2011) provides the following definition:

Extralinguistic Cultural Reference (ECR) is defined as reference that is attempted by means of any cultural linguistic expression, which refers to an extralinguistic entity or process. The referent of the said expression may prototypically be assumed to be identifiable to a relevant audience as this referent is within the encyclopaedic knowledge of this audience.

Grit (1997) uses the terms “connotation” and “denotation” to clarify what “realia” are. His clarification can also serve as a clarification to Pedersen’s (2011) definition. While the definition of “denotation” is “the main meaning of a word” (*Cambridge Dictionary*, n.d.), “connotation” is the opposite and refers to “the feeling or idea that is suggested by a particular word although it need not be a part of the word’s meaning or something suggested by an object or situation” (*Cambridge Dictionary*, n.d.). The denotation of a word might be easy to understand. Connotation, however, can be more difficult to grasp, because the connotation is not found in the dictionary, and is thus extralinguistic or beyond words, as Pedersen (2011) calls it. The connotation is assumed to be “encyclopedic knowledge” that the audience is familiar with. With that being said, films and series often produced in one culture and consumed in another. The ECRs in an American television show might be known to the American audience, but not known to

the Dutch viewer. That is why Díaz Cintas and Remael (2007) say that these ECRs “pose serious translation challenges” (p. 200), and translators are tasked with being mediators between not only languages but also cultures (Basnett, 2012, p. 1).

### *Linguistic constraint*

According to Díaz Cintas and Remael (2007), “the written version of speech in subtitles is nearly always a reduced form of the oral ST” (p. 145). They offer three important reasons for text reduction. The first reason is that “viewers/listeners can absorb speech more quickly than they can read” (p. 146). Because of this reason, it would not make sense to try and fit every part of the spoken dialogue in the subtitle. The viewer would not have enough time to read and understand what is written at the bottom of the screen. The second reason mentioned by Díaz Cintas and Remael (2007) is that “viewers must also watch action on screen and listen to the soundtrack” (p. 146). Once again, it is important that viewer receives enough time to watch, listen, and read. As a last and third reason, they (2007) mention that “subtitles are limited to a maximum of two lines” (p. 146). To not hinder the viewer’s viewing experience, subtitles are limited to two lines. Inevitably, without reduction, spoken dialogue does not completely fit into two lines. Because of these reasons, subtitlers often have to eliminate what is deemed unimportant for the message and/or reformulate the message as concise as possible (Díaz Cintas and Remael, 2007, p. 146), resulting in deletion and condensation of text.

### *Reduction*

Georgakopoulou (2010) calls reduction the core translation technique in subtitling and mentions several studies by Gottlieb (1992/1994a/1994b) and Lomheim (1999) in which it is established for the AVT field that “reduction [...] is the main subtitling technique” (Georgakopoulou, 2010, p. 137). In turn, Díaz Cintas (2012) classifies

reduction into two different categories: partial (condensation) and total (deletion) reduction. The *Oxford English Dictionary* (n.d.) defines “condensation” as: “the compression of thought or meaning into few words; reduction (of a literary work, etc.) within small or moderate compass by due arrangement, and omission of unessential details.” This is a rather general definition, but in the context of subtitling, condensation means that the subtitle conveys “the meaning and most of the stylistic content of the original” (Gottlieb, 1992, p. 167), which, according to Gottlieb (1992), normally only implies “the loss of redundant oral language features” (p. 167). “Deletion” is defined as “the omission of one or more elements from a word, sentence, etc.” (*Oxford English Dictionary*, n.d.). For subtitling, this means “a loss of the semantic or stylistic content of the utterance” (Georgakopoulou, 2010, p. 136). In contrast with condensation, deletion is not a strategy subtitlers should use often. Georgakopoulou (2010) calls it a “fallback solution” and it advised to mostly use this strategy to deal with “repetitions, filler words and tag questions” (Schwarz, 2002). These are aspects which can be omitted without losing information. As said before, subtitles are always a reduced form of the oral ST. Reduction does not happen arbitrarily. While there is not a definitive set of rules to apply to reduction in subtitles (Díaz Cintas, 2012, p. 277), subtitlers should follow the Relevance Theory, which states that the translator’s output should not be geared towards concepts such as literal translation or formal equivalence (Carston, 1999, p. 105), but rather at getting the relevant message across. In order for the subtitler to deliver the relevant message, “the translator must ask about the content and purpose of the original work” (Bogucki, 2004, p. 76). Only then is it possible to provide subtitles in a way which aids the viewer in understanding what they are seeing. Condensation and deletion can happen at word level and at sentence or phrase level. Díaz Cintas and Remael (2007) provide clear examples of condensation at word level. One of these

examples is condensation through the simplifying of verbal periphrases. Periphrasis is “a figure of speech in which a meaning is expressed by several words instead of by few or one” (*OED*, n.d.). One of their (2007) example sentences is: “I should really be going actually” (p. 151). Normally, a translator could opt to stick to the ST as much as possible by translating the sentence as: *Ik moet eigenlijk echt gaan*. However, due to spatial and temporal constraints, a subtitler might opt to condense this sentence, by leaving out some “unnecessary” words: *Ik moet gaan*. Díaz Cintas and Remael (2007) also provide plenty of examples of condensation at clause or sentence level, one of them being the simplification of indicators of modality. Their example contains a Dutch sentence: *Wij zijn ook zo klaar. Als u wilt, dan kunnen wij u thuis afzetten* (p. 155). If this sentence were to be subtitled into English with the same modal auxiliaries and markers of modality, the subtitle would have been rather long: “We’ll be ready in a minute too. If you like, we can drop you off at home” (p. 155). Instead, in a shorter condensed version the *Als u wilt* [if you like] and *kunnen* [can] is dropped and the following shorter subtitle is the result: “We’ll be ready in a minute. We could give you a lift.” These are just two examples. There is a whole array of subtitling techniques which include some form of reduction. Díaz Cintas and Remael are quick to stress that these techniques are not meant to be read as a manual, but rather as suggestions (p. 150). Subtitlers often have to come up with solutions as they go.

### **2.2.3 Translation strategies**

How do subtitlers deal with the previously listed constraints? Gambier (2006) provides a condensed version of what Pedersen proposed in 2005 and continued to build upon in 2011. Gambier (2006) only names a few strategies: reducing, simplifying the syntax, summarizing, expansion, and adaptation. While these strategies roughly correspond

with the categories Pedersen (2005/2011) proposed, Gambier does not offer much explanation or examples. In contrast, Pedersen (2011) builds on the work he started in 2005 and provides a graphic representation of the translation strategies he proposes.

It is important to list these strategies because in my analysis, I will be using Pedersen's (2005/2011) classification and terminology to identify which strategies the subtitler has used in the Dutch subtitles of *Suits*. Pedersen splits the ECR Transfer Strategies into source-oriented strategies and target-oriented strategies. The strategies are listed below accompanied by some examples.

#### *Source-oriented strategies*

- Retention: "the ST ECR is retained in the subtitle unchanged, or slightly adapted to meet TL requirements. It could be marked off from the rest of the text, e.g. by the use of italics" (Pedersen, 2011, p. 76).
  - Complete: marked and unmarked: My family is coming over for Thanksgiving  
> *Mijn familie komt langs voor Thanksgiving.*
  - TL adjusted: Columbus Day > *Columbusdag*
- Specification: "more information is added, making the subtitled ECR more specific than the ST ECR" (ibid., p. 76). This is done through
  - Addition: "adding more semantic content, such as an adding someone's occupation or an evaluative adjective" (ibid., p. 76): He works on a ranch > *Hij werkt op een ranch als veefokker* [he works on a ranch as a rancher].

or

- Completion: “completing or fleshing out a name or acronym” (ibid., p. 76):  
YMCA > Young Men’s Christian Association. This could be done in order for the target audience to understand a reference.
- Direct translation: “the only thing that gets changed using this strategy is the language; no semantic alteration is made: *Koninklijk Nederlands Meteorologisch Instituut* > Royal Netherlands Meteorological Institute.
- Calque: skyscraper > *wolkenkrabber*
- Shifted

#### *Target-oriented strategies*

- Generalization: “makes the TT rendering less specific than the ST ECR” (ibid., p. 76)
  - Superordinate term: *vwo* > secondary school
  - Paraphrase: *studenten-ov* > free public transport pass for students
- Substitution: “the ST ECR is replaced by another ECR, either from the SC or the TC. Alternatively, the ECR could be replaced by something completely different” (ibid., p. 76)
  - Cultural:
    - transcultural ECR (an ECR which transcends cultural boundaries, since it is known by most, if not all, cultures): *Je gedraagt je als een diva. Wie denk je wel dat je bent? Gerard Joling?* [You’re behaving like a diva. Who do you think you are? Gerard Joling?] > You’re behaving like a diva. Who do you think you are? Madonna?

- TC ECR: Ku Klux Klan > PEGIDA

- Situational:

- Omission: “the ST ECR is not reproduced in any way in the TT” (ibid., p. 76): *een delegatie van Tweede Kamerleden voor de VVD, CDA en D66 bezocht het overstroomde gebied* > a delegation of Dutch MPs visited the flooded area (Grit, 1997).
- Official equivalent: “Either through common usage or by some administrative decision, a SC ECR may have a ready-made Official TL Equivalent” (ibid., p. 76): *voorbereidend wetenschappelijk onderwijs (vwo)* > university preparatory education; pre-university education (Nuffic Glossary, n.d.).

Since “the written version of speech in subtitles is nearly always a reduced form of the oral ST” (p. 145), Díaz Cintas and Remael (2007) identify condensation and reformulation as translation strategies to achieve this reduced form and dedicate an entire chapter of their book on subtitling to this practice, showing that condensation and reformulation are the most used translation strategies in subtitling. Condensation and reformulation roughly correspond to what Pedersen (2005/2011) calls superordinate term and paraphrase.



### **Chapter 3: Literature Review: Legal translation**

In this chapter I will follow the same steps as in the chapter on Audiovisual translation. The focus of this chapter will be on the main features of legal language, its constraints, and common translation strategies.

#### **3.1 Legal translation**

Legal translators have to play the role of “draftsman” (Meredith, 1979, p. 61), “comparative lawyer” (De Groot, 1988, p. 407), and “text-producer” (Harvey, 2002, p. 180). Due to these different roles, some scholars have claimed that legal language cannot be translated (Didier, 1990; Mincke, 1991). But still, Mac Aodha (2014) shows that the number of legal texts are increasing: “2,111,934 pages were translated by the Translation Service of the European Communities in 2011” (p. 207, 208). This number has risen as of 2019. According to the website of the Publications Office of the European Union (n.d.), 2,254,744 pages were translated for the European Union in 2019. The fact remains: legal translation is being practiced even though there are “practical difficulties” (p. 208), as Mac Aodha (2014) calls them. This section will deal with these practical difficulties and the most commonly used strategies to deal with these practical difficulties. In Section 2.2.3. I discussed the translation strategies that subtitlers use. This section will show how strategies used in subtitling might pose an issue for legal translators and the strategies they use and, how these differences might cause difficulties when legal terms have to be subtitled from one language into another.

#### **3.2 Conventions in legal texts**

The section on subtitling conventions also focused on practices that are common in subtitling. This section will focus on common features of legal texts in order to show

how, in theory, legal texts are not easily translatable. Legal texts are often considered difficult to comprehend, and this is in part due to the language in these documents. Crystal & Davy (1969) discuss legal language in their book *Investigating English*. More recently, Peter Tiersma's (1999) work on legal language, *Legal Language*, reinforces the legal text features listed by Crystal & Davy (1969).

To make good use of the paper in legal texts, legal texts used to contain minimal punctuation and long sentences (Crystal & Davy, 1969, p. 197, 201). These long sentences are the result of a habit of merging sentences, whereas in normal speech, these sentences would have been separate. Tiersma (1999) agrees with this observation and states that "the desire to place all information on a particular topic into one self-contained unit" (p. 56) is the main motivation for the existence of long sentences in legal speech and writing. This raises the question as to how long sentences used in, for example, the courtroom are dealt with in the subtitles in *Suits*. As said before, linking dots might be used more often than usual in the Dutch subtitles of *Suits* to provide a solution for long sentences.

Furthermore, Crystal & Davy (1969) remark that there are no anaphoric links between sentences (p. 202). Anaphora are linking words such as he, she, it, that, there, etc., and these are words to refer to, or as a substitute the use of a word which refers to, or is a substitute for, a preceding word or group of words (*Oxford English Dictionary*, n.d.). These words are avoided in legal texts, because they can make a text ambiguous. Tiersma (1999) also sheds light on this practice in law. Avoiding pronouns, such as mentioned before, is one of the "most salient ways in which lawyers try to enhance precision" (Tiersma, 1999, p. 71). Tiersma (1999) goes on to say that lawyers prefer repeating the full nouns in hopes to avoid using pronouns, while the use of pronouns is

perfectly normal in ordinary speech and writing. This is interesting when compared to subtitling practices, which rely on these anaphoric links to reduce as much text as possible, because they “provide short translation solutions, as they build on a situation or visual information that has already been established” (Díaz Cintas and Remael, 2007, p. 160).

Crystal & Davy (1969) list another common feature in legal texts: the use of near-synonyms in coordination (p. 208). Examples of these near-synonyms are: “made and signed”, “terms and conditions” and “able and willing” (p. 208). In some cases, the words in the word pairs nearly have the same meaning, but there are also cases where the words can be considered “terms of art” (Crystal & Davy, 1969, p. 210). Crystal & Davy define “terms of art” as “words and phrases about whose meaning lawyers have decided there can be no argument” (Crystal & Davy, 1969, p. 210). Changing or omitting a word from the word pair would then surely result in a change in meaning. Tiersma (1999) raises some important points. Often only lawyers can appreciate terms of art as art, while a lay person considers this vocabulary as argot or jargon, which often have negative connotations. Even so, jargon and terms of art are closely related and “linguists often use these terms interchangeably” (Tiersma, 1999, p. 107). For Tiersma (1999) jargon, defined as “vocabulary of a trade, occupation, or profession” (p. 107), is an umbrella term, which also covers terms of art. Jargon, and thus, terms of art are necessary. Jargon provides short one-word or two-word solutions for concepts where normally many words or sentences would have been needed. To emphasize this point, Tiersma (1999) refers to Mellinkoff, who normally was a stern critic of jargon. Even Mellinkoff had to admit that there is a “small area of relative precision in the language of the law – mostly terms of art.”

A legal translator often has to consider whether word pairs are “just” near-synonyms or terms of art. In the case of the latter, it is not advisable to omit one of the words because the translation would not mean the same as the source text. In subtitling, due to temporal and spatial parameters, it is inevitable that words are omitted. This raises another issue for legal subtitling: is it important that legal terms of art are translated correctly, even if the correct translation would undoubtedly take up more space? While Crystal and Davy (1969) limit their discussion to legal writing that is meant to be read, Tiersma (1999) does not limit his discussion of legal language to writing. He consistently distinguishes law of the language from “normal **speech and writing**” (Tiersma, 1999, p. 49). Because of this, it is safe to say that these features also apply to spoken Legal English.

### **3.3 Constraints**

“The specific problems in the translation of legal terminology are caused by the system-specificity of the legal language” (De Groot, 2012, p. 538). De Groot’s sentence provides the basis for the problems of legal translation. Legal language is system-specific, and since every cultural region has its own legal system, legal translation can be difficult to achieve. Botezatu (2016) calls legal language a “cultural phenomenon” (p. 112) and goes on to say that “legal systems are formed in different cultural contexts and largely reflect the political history of each country, the legal discourse being conditioned by the cultural conditions emerging from it” (p. 112). In light of these statements, in this thesis, I will be treating legal language in subtitles as ECRs. As mentioned before, ECRs are extralinguistic knowledge that the writer assumes the audience is familiar with. Díaz Cintas and Remael (2007) present a classification of cultural references based on the work of scholars such as Nedergaard-Larsen (1993), Grit (1997) and Vandeweghe

(2005) in which they distinguish three main categories: geographical references, ethnographic references and socio-political references. I will group legal language with socio-political references, because according to Botezatu (2016), “in each culture, law represents different ways of thinking, being determined by the **socio-cultural** and **political** contexts in which it is used and reflected through the system of law, linguistics, changes in society” (p. 112). Legal language is thus part of culture and can be treated as such. Ignoring that legal language has a “cultural genesis” (Botezatu, 2016, p. 112) could lead to confusion. A good example of this can be found in Grit’s work (1997). While the Netherlands and Belgium are both familiar with the word *arrondissementsrechtbank* [district court] it is not wise to assume that the word means and is associated with the same concepts in both countries. In the Netherlands this word is barely even used anymore, since the *Wet op de rechterlijke organisatie* [Judiciary Organisation Act] only uses the word *rechtbank* [court] nowadays. In Belgium, however, it is still in use. This shows that while the language can be the same, the extralinguistic knowledge and the culture behind the language is not always the same.

### **3.4 Translation strategies**

Having presented some common features of legal texts and one of the biggest constraints for legal texts, I will present some common translation strategies used in legal translation. De Groot (2012) proposes four options when it comes to dealing with legal translation. The first option he proposes is to find equivalents for the relevant legal terms. This is De Groot’s preferred option. He then goes on to list other strategies he calls “subsidiary solutions” (p. 541). He does not provide many examples. His subsidiary solutions are listed below:

- Preserving the source term – “there will be no translation and the source term or its transcribed version is used” (p. 541).
- Naturalisation – “the linguistic adaptation of a source language term to the rules of the target language” (p. 542).
- Paraphrasing – “a paraphrase is used to describe the source language term” (p. 542).

De Groot (2012) neatly lists options to solve legal translation problems, but these solutions are only theoretical solutions. It is up to the legal translator whether they use these translation strategies in their translations. De Groot’s article has a rather prescriptive tone, which is a tone that has been frowned upon in recent years under the influence of Descriptive Translation Studies. Scholars such as Hjort-Pedersen, Faber, and Krosgaard Vesterager have taken a more descriptive approach. Hjort-Pedersen and Faber (2009a/2009b/2010) have conducted a series of studies to investigate which translation strategy is the most used strategy for legal translators. While De Groot (2012) clearly favors the concept of “equivalence”, it is questionable whether there is such a thing as full equivalence. In contrast, Hjort-Pedersen and Faber ask questions and record the answers. Their only aim is to find out what is actually being done in the legal translation field. Their series of research projects started in 2009 when they started to investigate which translation strategy is mostly used by legal translators.

### *Explicitation*

Vinay & Dalbènet (1958) were the first scholars who defined explicitation as “the process of introducing information into the target language which is present only implicitly in the source language, but which can be derived from the context or the

situation” (p. 8). Hereafter, Shoshana Blum-Kulka (1986) put forth the explicitation hypothesis, which predicts that translations (TTs) are always longer than the originals (STs), not depending on language and register. Earlier studies (Séguinot (1988); (Weissbrod (1992); Klaudy (1993); Englund Dimitrova (1993); Øverås (1998); Olohan and Baker (2000);Whittaker (2004)) have confirmed that explicitation can be accepted as a translation universal and more recent studies (Hjort-Pedersen and Faber (2009a/2009b/2010); Klaudy & Károly (2005)) have also indeed shown that explicitation is the preferred translation method for legal translators. Pym (2005) points out that there are different types of explicitation and Perego (2003, p. 73), Klaudy and Károly (2005, p. 15), and Hjort-Pedersen and Faber (2010) discuss these types as being the following:

- Addition (A): this type of explicitation involves adding more words in the TT to either add or repeat important parts. Thus, addition is “quantitative in nature” (Hjort-Pedersen, 2009b, p. 343). An example of addition would be the use of the clarifying “i.e.” to further explain something that has been said before.
- Specification (S): this type of explicitation is “qualitative” (Hjort-Pedersen, 2009b, p. 343), meaning that these word(s) add more meaning using fewer lexical items than addition.

The types of explicitation are applied differently, but both types inevitably add more words; with addition adding more words than specification.

### **3.5 Translation issues when translating legal text in subtitles**

Just as legal translation is being practiced, so is legal subtitling. This is seen in the fact that legal TV drama is an important genre, with English and American courtroom

dramas dominating the market. Courtroom dramas need to be subtitled. However, as the literature review has shown, different problems occur:

- subtitling is constrained and limited to two lines per subtitles with a limited amount of permitted characters, while legal texts often contain long sentences. Fitting long sentences native to legal texts could be difficult within subtitling. But then, again, do fictional television series contain many complete legal sentences?
- subtitling “culture” usually involves reduction. Legal translation is considered culture-specific, but often deals with culture-specific references through explicitation. This observation is in line with Georgakopoulou (2010), who comments: “It goes without saying that reductions and deletions abound in subtitling due to the spatio-temporal constraints specific to the medium, whereas expansions are much less frequent than in traditional literary translation” (p. 137). While legal translation is not exactly the same as literary translation, this comment seems fitting. Seeing that explicitation is the most commonly used translation strategy in legal translation, the translation of legal terms might pose an issue in subtitles, which are prone to reduction.
- These issues might trigger another issue: one might ask if it is even important that courtroom dramas are subtitled legally correct.

### **3.6 Recent studies on subtitling assessment**

As the previous section has shown, different issues arise when it comes to the translation of legal terms and subtitling. Despite the many issues, legal shows are still being subtitled, and since this kind of subtitling is being practiced, it may be best to focus on ways to assess and improve specialized subtitling.



Assessment of translation has always been a point of concern for translation scholars. Katherine Reiss (1971) and Julianne House (1981/1997/2015) are amongst the big names who have proposed translation quality assessment models. However, these models have proved that they are not appropriate models for the assessment of subtitling quality, because Abdelaal (2019) points out that these models are too general and not tailored to the specific criteria that are common in subtitling. Subtitling quality assessment models are often focused on the didactic aspect. Thus, the aim of subtitling assessment is not to criticize subtitles for the sake of criticism, but rather to make good subtitles even better. Scholars such as James et al. (1996) and Díaz Cintas (2001a) have developed assessment models for subtitling. These models often divide linguistic and technical skills with each category containing several subcategories or “dimensions”, as Díaz Cintas (2008) calls them. The subcategories are useful, but the lack of examples accompanying the dimensions makes it more difficult to apply. Bittner (2011) uses House’s (1997) translation quality assessment model for the German subtitles of *Murder on the Orient Express*, but as mentioned before, while very useful for non-AVT purposes, House’s quality assessment is not tailored to subtitling. Kianbakht (2016) uses a hybrid of categorization of humor by Schmitz (2002) and a typology of Gottlieb’s (2001) subtitling strategies as the framework for the assessment of quality of Persian translation in Woody Allen’s romantic comedies, noting that up until then there has not been a study focused on quality assessment in Iran up until that point. Kianbakht (2016) assessed the quality of the subtitles based on the strategies and found out that the “transfer strategy”, proposed by Gottlieb (2001), was the most used strategy and the most successful strategy to render humor in the Persian subtitles. The transfer strategy means that the source text is translated completely and accurately (Kianbakht, 2016, p. 52). Kianbakht (2016) concluded that mostly using this strategy implied that subtitlers

had poor scientific knowledge of English, the culture and subtitling strategies. This conclusion shows that advanced knowledge of not only the language, but also the culture and subtitling/translation strategies are needed to subtitle correctly. If a subtitler does not possess these qualities much of the source text will be lost in translation. Khosravani (2019), rather than using an assessment model tailored to subtitling, used an assessment model for poetry translation to assess Persian subtitles of English movies and propose new assessment criteria for said Persian subtitles, creating a new tentative assessment model. He does this, because he claims criteria for the assessment of Persian subtitles are non-existent and is an ignored topic in Translation Studies. His work is thus suitable for the English-Persian word pair, but not so much for English-Dutch. In this sense, the English-Persian language pair is one of the word pairs that is well researched, and the same goes for the English-Arabic language pair. Hussain and Khuddro (2016) has dedicated an entire book to compiling translation quality assessment methods, including quality assessment for subtitling with his own criteria in order to comply with subtitling requirements for subtitling companies. Abdelaal (2019) has not attempted to create his own subtitling assessment method, but rather applied a method developed by Pedersen (2017) to assess the translation of the culture-bound terms in the Arabic subtitles of *American Pie*. Similarly to Abdelaal (2019), I will be applying Pedersen's taxonomy of rendering ECRs in subtitling (2011) to identify the translation strategies used for the legal terms in the Dutch subtitles of *Suits* and also his FAR model (2017) to assess these translation in terms of functional equivalence (how well the message or meaning is rendered in the subtitled translation), acceptability (how well subtitles adhere to the target language's norms) and readability (how easy the subtitles are to process). Calling what I attempt to do in this thesis "assessing" the subtitles may sound presumptive and prescriptive, but I chose to use the word "assess" rather than

“describe” or any other term, because Pedersen (2017) also uses the term “assess.” Using this term does not mean that the subtitles or the translation is inadequate. However, seeing that Pedersen (2017) uses this term himself and calls his model an assessment model in order to compare sets of subtitles, it seems fair to say that I will also be assessing subtitles. In section 3.7 I will provide a more in-depth explanation of the FAR model. In his FAR model Pedersen (2017) presents a concept called “contract of illusion”, in which viewers pretend as if the subtitles were the actual dialogue when it is not. The viewer “suspends” their noticing of subtitles, and the subtitler, in turn, makes the subtitles as unobtrusive as possible. In this sense, in theory, legal translation in subtitles is more difficult to achieve, because, while the viewer believes the subtitle is the actual dialogue, it is not always possible for the subtitler to keep the subtitle unobtrusive. A viewer is more likely to notice that the subtitles do not precisely match what is being said. Legal translation often involves explicitation, which requires more space and more words. The subtitles are bound to become obtrusive if the subtitles are longer when compared to the actual dialogue. Translation theory identifies many translation units, but Pedersen (2017) sees the two lines of the subtitles as the most natural translation unit in subtitling. According to Pedersen (2017), identifying the two lines as translation units has two advantages. The first advantage is that in this way the translation units are clear and easily defined units and the second advantage is that an error in the subtitles breaks the contract of illusion and makes the viewer aware that they are reading subtitles and that may affect not only the local word or phrase, but the entire processing of the whole subtitle. His FAR model is aimed at avoiding the breach of the contract of illusion. While non-fictional legal subtitles could have real consequences, fictional legal subtitles do not. A distinction should definitely be made between the importance of fictional and non-fictional legal subtitling, but it is still important for the

subtitled to at least try to translate legal terms legally correct, even in a fictional setting, because of the previously mentioned contract of illusion. A viewer would definitely notice and would probably get annoyed if he or she constantly reads subtitles that are not consistent with what is shown and heard.

According to Pedersen (2017), his assessment model is useful in a teaching situation, and indeed, it could be useful to improve specialized subtitling because the penalty point system exposes problems that can then be used as guidelines and applied in translator training programs. Díaz Cintas (2008) mentions that assessment “makes it possible to identify and address specific problem areas” (p. 84), and Pedersen (2017) himself also says that “the penalty point system makes it possible to say in which area a subtitle’s text has problems, and it can, therefore, be used to provide constructive feedback to subtitlers” (p. 217). This model has not been applied to assess Dutch subtitles yet. Therefore, applying this model to assess the Dutch subtitles of *Suits* might serve as a small contribution to the ever-growing subtitling field.

### **3.7 FAR model**

The FAR model consists of three parts: part one assesses functional equivalence, part two assesses acceptability, and part three assesses readability. The model is based on error analysis, and for each error a penalty point is given.

Pedersen (2017) gives three reasons for calling the model this name: (1) it is a homage to the NER-model, (2) the model looks at renderings of languages that not “near” you or your own, but “far” (foreign) from you and (3) the letters stand for the three areas the model assesses.

*Functional equivalence: how well the message or meaning is rendered in the subtitled translation.*

For each point, Pedersen (2017) goes into further detail. For functional equivalence, he acknowledges that there is a lengthy discussion to be had, but he simply states that for subtitling, with its many constraints of time and space, pragmatic equivalence is the best form of equivalence. He explains that getting the meaning across is more important than the actual words being used because often there is no room to replicate the original utterances. An ideal situation and ideal subtitle would be when a subtitle conveys what is said and what is meant, but if only what is meant is conveyed, this is not an error. This is just standard subtitling practice. However, if only what is said is conveyed in the subtitle, but not what is meant, this would be considered an error. Because of these facts, Pedersen (2017) identifies two equivalence errors: semantic and stylistic equivalence errors.

#### *Semantic errors*

Pedersen (2017) considers semantic errors as more serious errors because users of interlingual subtitles have a lower tolerance for these types of errors. He assigns penalty points for these kinds of errors: 0.5 points for minor errors, 1 point for standard errors, and 2 points for serious errors. Pedersen (2017) qualifies minor errors as “basically lexical errors, including terminology errors which do not affect the plot of the film” (p. 219), standard errors as subtitles “that contains errors, but still has bearing on the actual meaning and does not seriously hamper the viewers’ progress beyond that single subtitle. Standard semantic errors would also be cases where utterances that are important to the plot are left unsubtitled” (Pedersen, 2017, p. 219). Lastly, a serious error is defined as “a subtitle that is so erroneous that it makes the viewers’

understanding of the subtitle nil and would hamper the viewers' progress beyond that subtitle, either by leading to plot misunderstandings or by being so serious as to disturb the contract of illusion for more than just one subtitle" (Pedersen, 2017, p. 219).

### *Stylistic error*

Besides semantic errors, Pedersen (2017) also discusses stylistic errors as a subcategory of functional equivalence. Stylistic errors are considered as less serious than semantic errors, because they are "only" annoying to the viewer. These errors do not cause misunderstandings. That is why Pedersen (2017) assigns lower penalty points to this type of error: 0.25 points for a minor error, 0.5 for a standard error, and 1 point for a serious error. As examples, Pedersen (2017) mentions that stylistic equivalence errors are "erroneous terms of address, using the wrong register (too high or too low) or any other use of language that is out of tune with the style of the original" (p. 220).

### *Acceptability: how well subtitles adhere to the target language's norms.*

Acceptability is the next major assessment point. To directly quote Pedersen (2017): "The errors in this area are those that make the subtitles sound foreign or otherwise unnatural" (p. 220). These type of errors also break the contract of illusion, because they draw (unwanted) attention to the subtitles. For acceptability, there are also three subcategories: (1) grammar errors, (2) spelling errors, and (3) errors of idiomaticity.

### *Grammar errors*

These are simply errors of target language grammar in various forms. Pedersen (2017) does not list any of these errors since grammar is language-specific, and thus these type of errors are also language-specific. It would defeat the purpose of a universal assessment model to list specific errors. With that being said, Pedersen (2017) does note

that subtitles allow grammar that usually would be frowned upon. A serious grammar error would make it difficult for a viewer to understand a subtitle, while a minor error would just irritate language purists.

### *Spelling errors*

Pedersen (2017) identifies three types of spelling errors: (1) minor errors, which are every standard spelling errors, (2) standard errors, which change the meaning of the word if spelled incorrectly and (3) serious errors, which would make a word impossible to read (p. 220).

### *Idiomat�icity errors*

In his model Pedersen (2017) does not use the term idiomat�icity to refer to the correct use of idioms, but rather to “the natural use of language” (p. 221), meaning that a subtitle should be as close to natural language use of a native speaker. Romero Fresco (2009) defines idiomat�icity as a “nativelike selection of expression in a given context” (p. 51). In other words, errors in this category are formulations which sounds unnatural in the target language. Subtitlers could make errors in idiomat�icity if they stick too close to the source text and, as a result, translate in a way in which the source text interferes. This phenomenon is called “translationese”, which is a term coined by Gellerstam in 1986.

### *Readability: how easy the subtitles are to process.*

Pedersen (2017) groups the technical norms or issues under “readability”, because he assumes that most viewers are not interested in the technical side of subtitling. Again, this assessment point also has subcategories: (1) segmentation and spotting, (2)

punctuation and graphics and (3) reading speed and line length (Pedersen, 2017, p. 221).

### *Segmentation and spotting*

Scholars specialized in subtitling spend a great deal of time stressing the importance of correct segmentation and spotting (e.g. Karamitroglou, 1997; Ivarsson & Carroll, 1998; Díaz Cintas & Remael, 2007), because “flawed segmentation may distract the viewer” (Pedersen, 2017, p. 221). Pedersen (2017) mentions spotting and segmentation errors he deems important. He lists “bad synchronization with speech or image” (Pedersen, 2017, p. 221) as a spotting error. Segmentation errors are caused “when the semantic or syntactic structure of the message is not respected” (Pedersen, 2017, p. 222), meaning that sentences or phrases are broken off at illogical places. An example of a segmentation error would be separating an article from its noun. Most segmentation and spotting errors are considered minor or standard errors. Serious errors only have to do with spotting. A completely out of synch subtitle would be considered a serious spotting error.

### *Punctuation and graphics*

Pedersen (2017) acknowledges that having a subcategory for punctuation and graphics might seem nit-picky, but “the fact is that punctuation in subtitling is more important than in other texts” (p. 222). Different guidelines have different punctuation conventions, and that is why, when assessing punctuation and graphics, it is important to keep the used guidelines close-by. In this case, *Suits* is on Netflix, for which the Dutch guidelines are openly shared.



### *Reading speed and line length*

Reading speed and line length also mostly depend on the guidelines that are used. Line length is regulated by the reading speed that is required. Reading speed varies across guidelines, and it would be too complex to develop a model that takes all the variation into account. That is why Pedersen (2017) suggests penalizing reading speeds if they deviate from the applicable guideline (Netflix).

### *Calculating subtitle score*

As a last step, a score is calculated separately for each of the three areas. For functional equivalence, the score is calculated by adding up the penalty points for semantic and stylistic errors. Acceptability is calculated by adding up the penalty points for grammar, spelling, and idiomaticity. Readability is calculated by adding up errors in spotting and segmentation, punctuation and, reading speed, and line length. For each area, the penalty score is divided by the number of subtitles, resulting in a score for each area, “which tells you to what degree a subtitled translation is acceptable, readable and/or functionally equivalent” (Pedersen, 2017, p. 224). If a penalty point is assigned, I will suggest an alternative subtitle.

#### **3.7.1 Strengths and weaknesses FAR model**

Pedersen (2017) lists the strong points of his model, but at the same he also realizes that his method has some weaknesses. One important strength of this model is that it is very useful to provide feedback for individual subtitlers (Pedersen, 2017, p. 224). In the translation credits for *Suits* there is no name provided for the subtitler(s) who worked on the subtitles, only the translation company, but the results of this study could be

useful for such a company to elevate their work even more. Some weaknesses are that the model is based on error analysis, meaning that good solutions do not get rewarded (Pedersen, 2017, p. 224). But the greatest weakness would be the fact that judging equivalency and idiomaticity errors is very subjective (Pedersen, 2017, p. 224). For this reason, if I propose an alternative translation, I will also provide a short explanation.

## Chapter 4: Method

An analysis of the first season of the American courtroom drama *Suits* was performed with special attention for the translation of legal terms. The first seasons of *Suits* revolve around Mike Ross, who gets an opportunity to work at a New York-based law firm as a law associate, despite the fact that he never attended law school. The first season consists of twelve episodes, with each episode running for approximately 42 minutes.

*Suits* is an American courtroom drama, meaning that all episodes are centered around the American legal system. The fact that the topic of the series is restricted ensured an equal research setting in each episode. *Suits* is appropriate for this study because of its popularity and availability on Netflix. The first season is fully available on Netflix with Dutch subtitles. Furthermore, the structuring of each episode is interesting for this study, because every episode deals with a new law case. Mike Ross never obtained a law degree, and therefore, the viewer learns new legal terms while Mike is learning about them.

Two models were used in this study. The first model was Pedersen's (2011) typology for rendering ECRs, which is generally used to identify the translation strategies in subtitles. Pedersen's typology consists of three source-oriented strategies and four target-oriented strategies. The second model which was used is Pedersen's (2017) FAR model, which is used to assess the quality of subtitles. The model assesses subtitles based on three categories: functional adequacy, acceptability and readability.

The episodes were analyzed by first identifying which translation strategy was used for each legal term. This was done according the Pedersen's (2011) typology for rendering ECRs. The legal term and its translation in the subtitle were written down. Then, the translation strategy which applied to the translation was chosen. Secondly, the

subtitles were assessed according to Pedersen's FAR model (2017). Based on the results of the assessment, it was decided whether another translation would have been more appropriate.

## Chapter 5: Results

This chapter presents the results of the analysis of the first season of *Suits*. First, subsection 5.1 will present which translation strategies have been used per episode. The results in this section are ordered according to whether there are courtroom scenes in the episodes. The section concludes with a final, overall summary of the used translation strategies. Then, subsection 5.2 will present the results for the error assessment per episode. Finally, subsection 5.3 will present how the four most used translation strategies relate to the number of errors that were found. A complete table of all the legal term entries per episode with time code, translation strategy, translation and penalty points can be found in Appendix A.

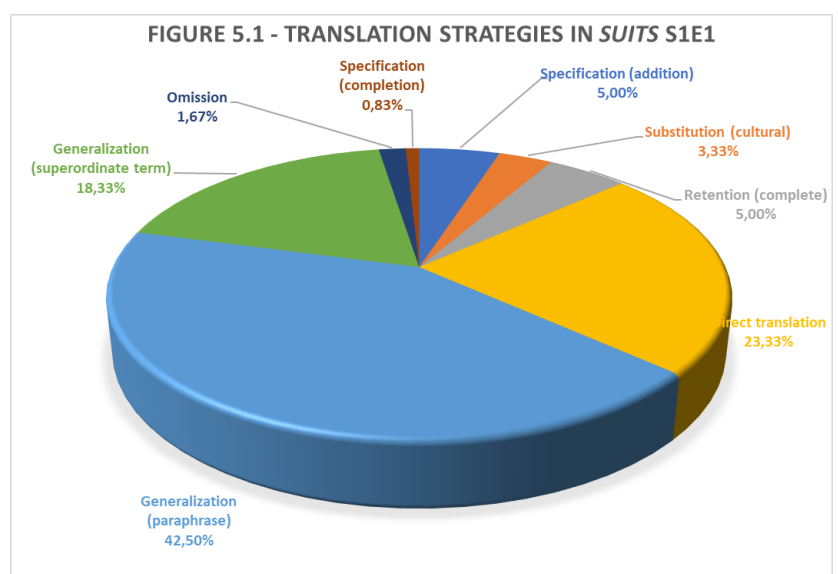
### 5.1 Results translation strategies

The amount of entries per episode and how many times each strategy was used can be found in Appendix B.

#### 5.1.1 Courtroom-centered episodes

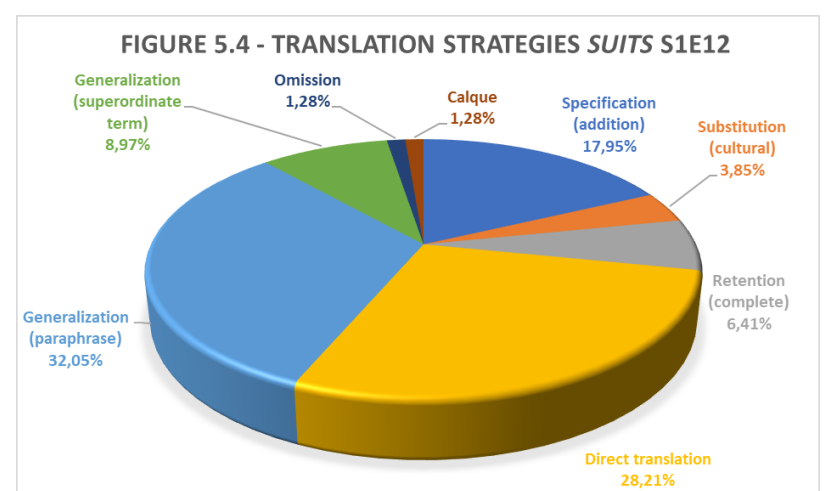
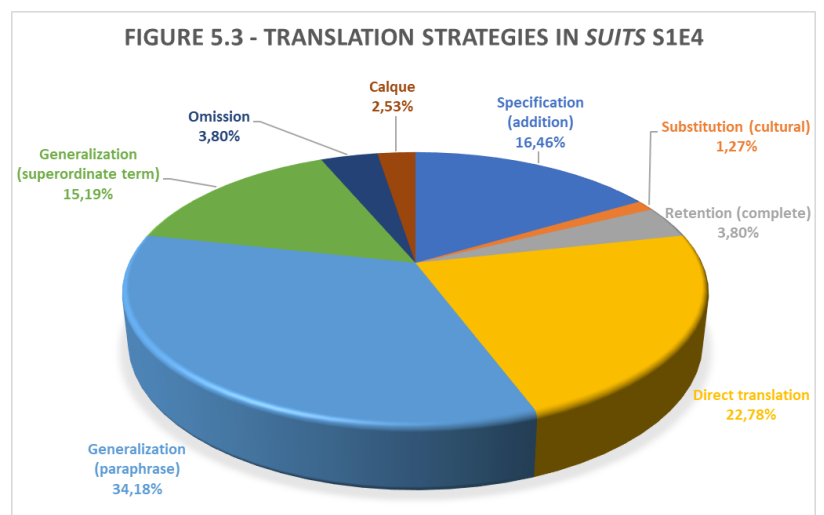
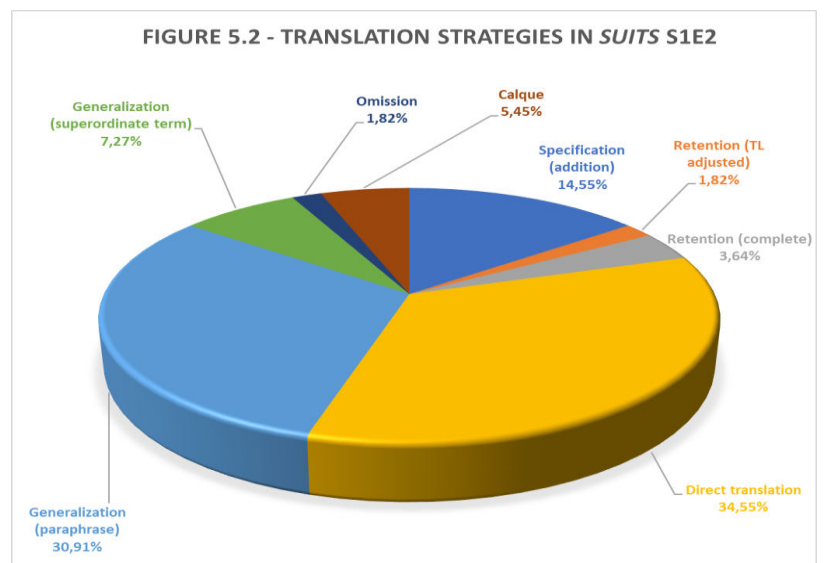
*Episodes 1, 2, 4, 5, 11 and 12*

These episodes stand out because of their use of generalization (paraphrase) as translation strategy and they have one thing in common: they all feature scenes in court. In these episodes, generalization (paraphrase) is used as strategy for at least 30% of



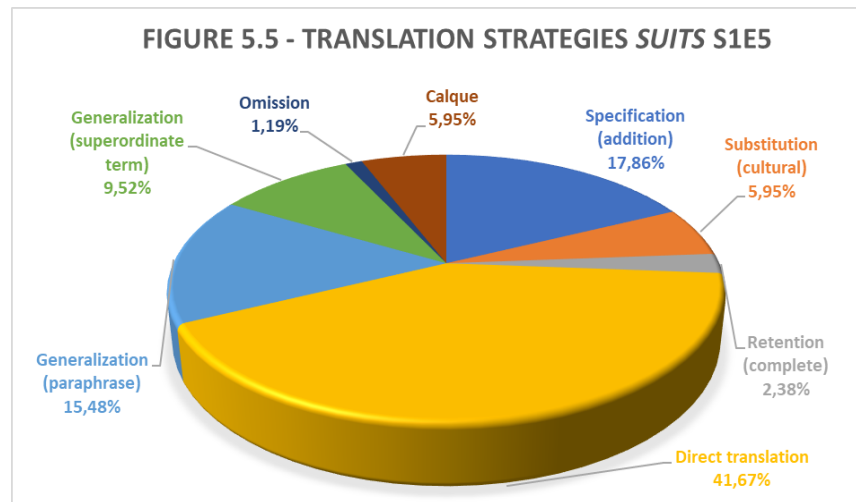
the cases. In episodes 1, 2, 4 and 12 generalization (paraphrase) is used to subtitle legal terms and phrases in respectively 42.5%, 30.91%, 34.18% and 32.05% of the instances, as can be seen in figures 5.1 through 5.4. Furthermore, these figures also show that direct translation is the second most used translation strategy in these episodes and that generalization (superordinate term) is the third most used option.

Out of these six courtroom-centered episodes, episode 5 and 11 stand out. While generalization (paraphrase) is used in episode 1, 2, 4 and 12 as translation strategy to translate legal terms in more than 30% of the instances, this was not the case in episode 5 and 11. Both episodes rely less on generalization (paraphrase) and more on direct translation.



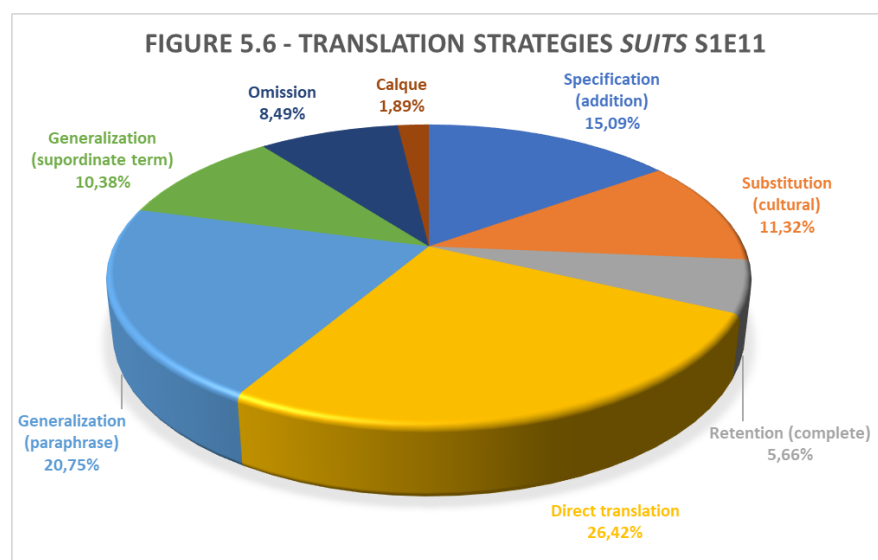
Episode 5 contains a scene in the courtroom. However, what is interesting about this episode is that it features a man who is not a lawyer, trying to represent himself in

court. During the scene in court it becomes evidently clear that the person in question is not familiar with proceedings in court, even though he thinks he does. Therefore, he mostly uses legal terms out of context. Legal terms



out of context seemed easier to translate with direct translation. Because these terms are also existing terms and concepts in Dutch and the Dutch legal system, the subtitler could probably just open an English to Dutch law dictionary and use the appropriate term. This is shown in figure 5.5, where it shown that direct translation is used as strategy in 41,67% of the cases.

For the sake of consistency, episode 11 is also included in the courtroom-centered episodes, because it contains a courtroom scene. There is, however, a crucial difference between episode 11 and the other episodes in this category. In the other courtroom



scenes court is actually in session, while in episode 11, it is not. Harvey's opponent decides to have a deposition in the courtroom. The depositions are usually held in a conference room at the law firm, not in the courtroom. This seems to influence the translation strategies used, because the percentages of the used translation strategies do not reflect a courtroom scene. Once again, direct translation is the most used translation

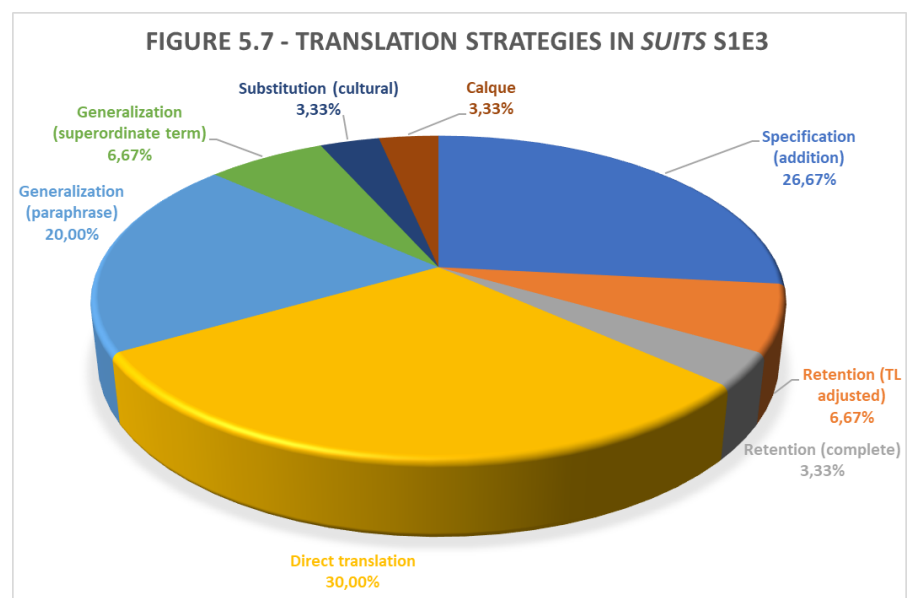
strategy. In figure 5.5 as well as 5.6 it shown that if generalization (paraphrase) is not the most used translation strategy, direct translation becomes the most used strategy.

### 5.1.2 Non-courtroom-centered episodes

*Episodes 3, 6, 7, 8, 9 and 10*

Percentages show that in four out of six (episodes 3, 7, 8 and 9) of the non-courtroom-centered episodes direct translation is the most used translation strategy. This may be due to the fact that rather than speaking in complete “legal” sentences, as they do in court, the characters only use legal terms to refer to cases, but do not continuously speak as they would in a courtroom. Legal terms such as *deposition*, *witness*, *lawyer*, *subpoena*, etc. can often be translated with a direct equivalent in Dutch. It is not necessary, and due to subtitling constraints sometimes even impossible, to paraphrase or specify these terms.

Even so, in episodes 3 (figure 5.7) and 10 (figure 5.8) specification (addition) is used as translation strategy in high percentages. In episode 10 specification (addition) even surpasses direct translation as a translation strategy. This can be attributed to the fact that in

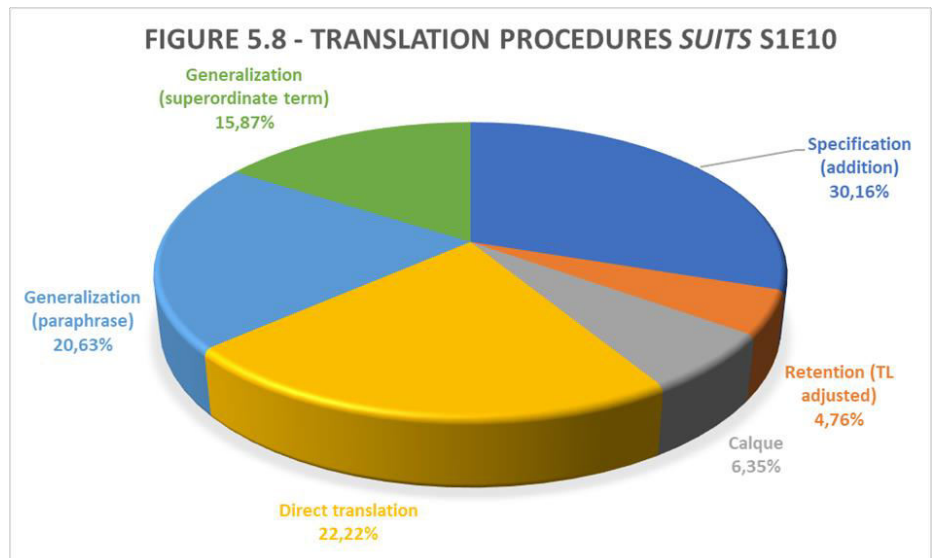


episode 3 an inexperienced person is being trained to step in as CEO of a company, even though he does not have much or any experience as CEO. This leads to him asking a lot



of questions and because there is much to be explained, there is more need and space for specification in the subtitles.

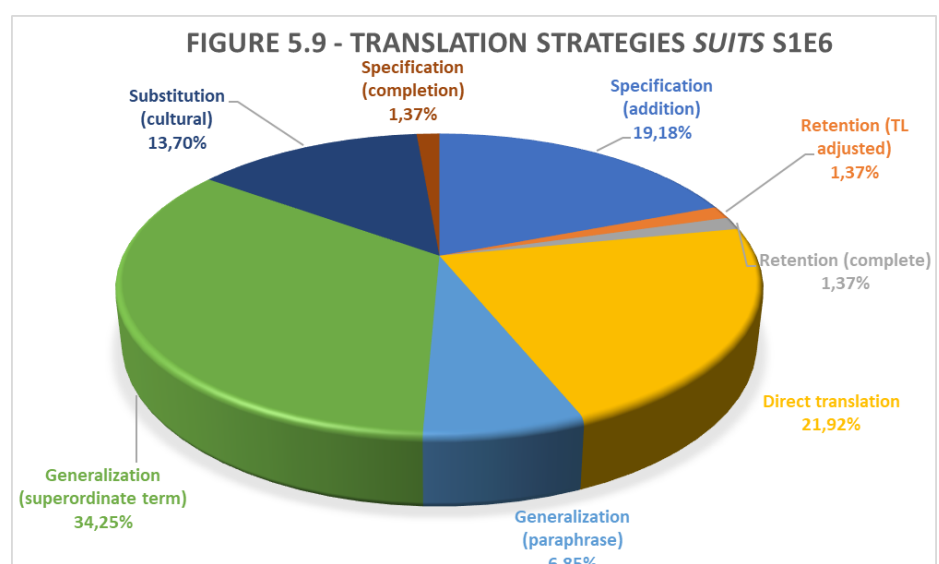
In episode 10, Mike Ross, the main character who works as a lawyer while not having a law degree, is confronted with another person who is facing the legal consequences for working as an accountant while not having the appropriate degree. This leads to Ross having a lot of legal questions



and in turn specification (addition) becomes more useful as translation strategy.

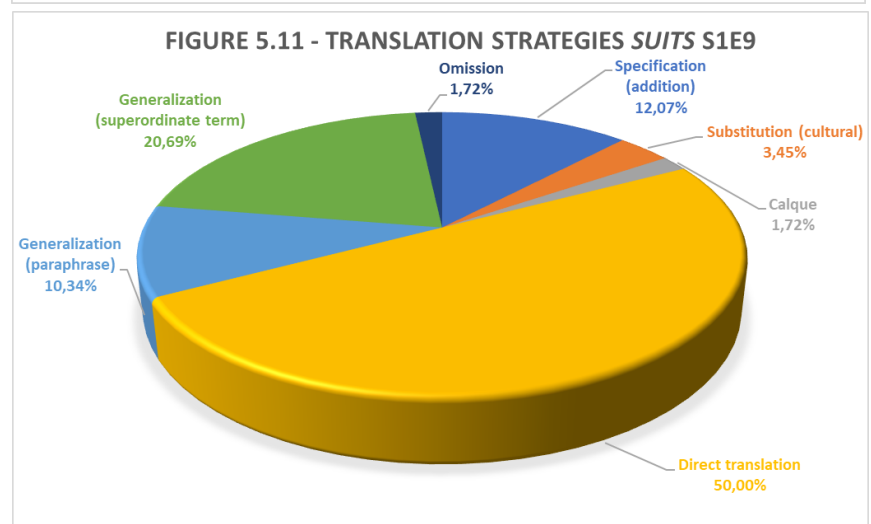
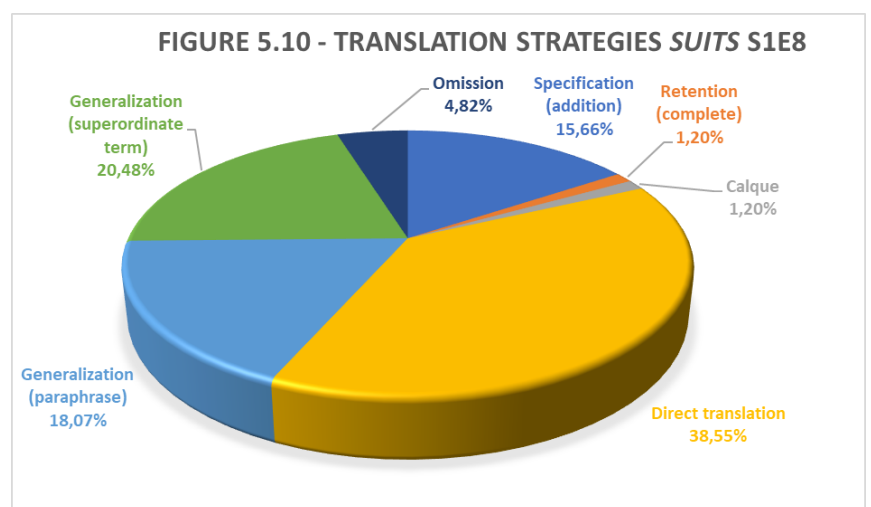
In episodes 6, 8 and 9 generalization (superordinate term) is used in higher percentages compared to other episodes. These were the episodes where a lot of specific legal terms were subtitled with more general terms. Terms such as *deposition* and *settlement offer* were subtitled with *zaak* [case] and *aanbod* [offer], which are more general terms.

In episode 6 (figure 5.9) this practice led to a higher percentage of the use of generalization (superordinate term). The use of this strategy makes sense in this episode, which



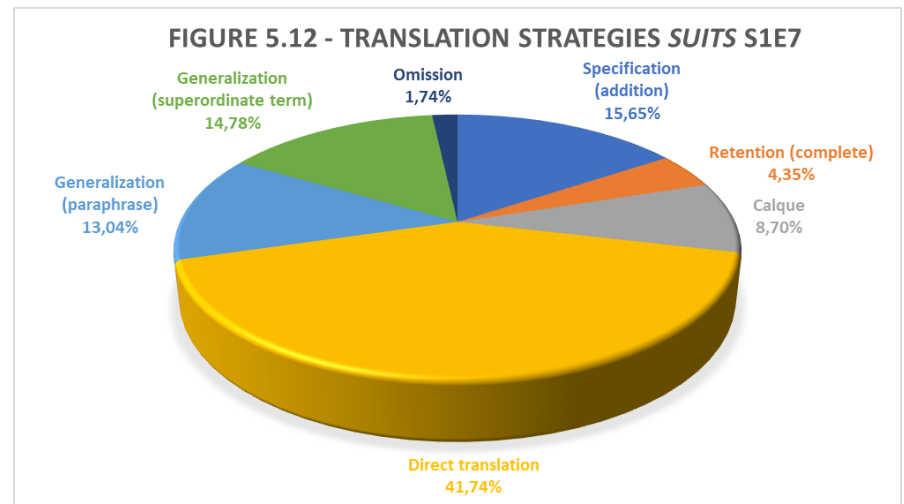
featured a woman wrongly accused of insider trading. For example, rather than continuously translating insider trading with *handel met voorkennis* (21 characters), the subtitler chooses shorter alternatives such as *beursfraude* (11 characters) [stock exchange fraud]. In Dutch, the resulting translation is a more general one-word term, instead of a specific term which clarified which type of fraud was committed on the stock exchange. The use of this strategy was more common in this episode, because the available alternatives did not change the meaning of the sentences.

In episode 8 (figure 5.10) and 9 (figure 5.11) direct translation remained the most used translation strategy. For episode 8 this can be explained by the fact that witnesses played an important role in this episode and the term *witness(es)* [getuige(n)] and other terms derived from and related to term *witnesses* such as *potential witnesses* [potentiele getuigen] can be translated directly. Episode 9 revolved around a class



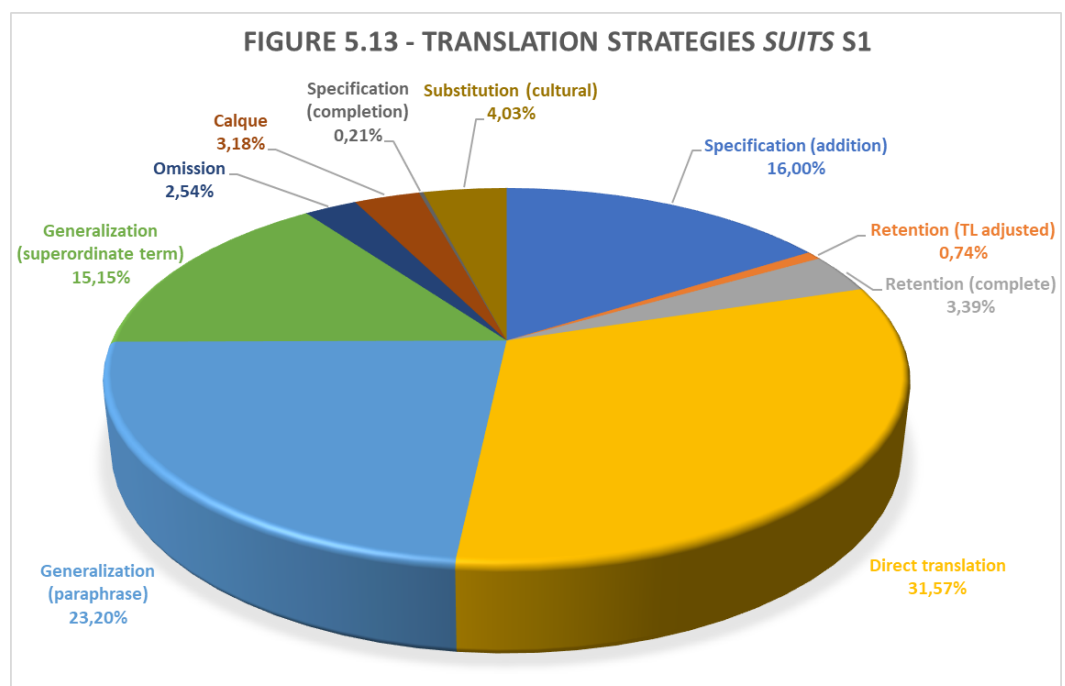
action lawsuit with extra focus on the *plaintiffs* [eisers]. The opposing counsel started to personally attack the plaintiffs to get them to *settle* [schikken] for a small amount of money. Direct translation turned out to be an appropriate translation strategy for these terms.

The subtitles in episode 7 contained a high percentage of direct translation. While direct translation is used as translation strategy in nearly half of the cases (41.74%), this episode showed a more even



spread in the use of generalization (paraphrase) (13.04%), generalization (superordinate term) (14.78%) and specification (addition) (15.65%) as translation strategies.

In total, 944 entries with legal terms and phrases were analyzed. Figure 5.13 shows the percentages of all the translation strategies that were used for the subtitles in the 12 episodes.



The four most used translation strategies were direct translation (31,57%), generalization (paraphrase) (23,20%), specification (addition) (16,00%) and generalization (superordinate term) (15,15%). The fact that direct translation was the most used strategy can be attributed to the fact that, besides the courtroom-centered episodes, many episodes contained a lot of legal terms, and not phrases. Generalization

(paraphrase) proved to be useful for the translation of phrases and complete sentences in the courtroom, but not so much when it concerned legal terms outside of the courtroom setting.

## 5.2 Results quality assessment

The penalty points attributed to errors can be found in Appendix A. All the penalty points were added up per category. Then, the total penalty points per category were divided by the total amount of subtitles. For example, functional equivalency received 13 penalty points in episode 1. In total, there were 120 subtitles containing legal terms. To calculate how functionally equivalent the subtitles in episode 1 were, the following math problem should be solved:  $\text{penalty points}/\text{total subtitles} \times 100\% = \text{error rate per category per episode}$ . In the case of functional equivalency in episode 1:

$$13/120 = 0,1083$$

$$0,1083 \times 100\% = 10,83\%$$

The error rate for functional equivalency in episode 1 is 10,83%, meaning that the episode is 89,17% functionally equivalent. The calculations for each category and each episode can be found in Appendix C. Figure 5.14 is a representation of the error rate of all the episodes in season 1. For the purpose of comparing which translation strategies result in less errors, the error rates are presented, rather than a presentation of how functionally equivalent, acceptable or readable each episode was.

### *Functional equivalency*

Figure 5.14 shows that the most mistakes are made when it comes to functional equivalency. This is probably due to the fact that the category functional equivalency contains the semantic and stylistic errors, which are mistakes that are easily made, especially in legal context. Mac Aodha (2014) even says that “even the meaning of a

basic conjunction such as 'and' or 'or' is transformed in the hands of jurists" (p. 211). This means that it is in the nature of legal language that even a small change can change the meaning of a sentence. Thus, a semantic error in a subtitle can also change the meaning of a sentence. Semantic errors were easily made, because of the extensive use of direct translation as translation strategy. Sometimes Dutch and English words resemble each other and a subtitler who does not have much or no knowledge of legal terms can easily be fooled into thinking that a Dutch (legal) term is the direct translation of the English legal term. This then results in a subtitle that does not make sense in a legal context.

Stylistic errors are errors that break the contract of illusion and remind the viewer that they are reading a translation. An example of a stylistic error can be found in the following utterance in episode 4: "To the fact that I unknowingly defrauded the FDA?" This utterance is subtitled as follows: *Ik heb onbewust de FDA belazerd*. The word *belazeren* is not in the legal style of the person speaking or in style of the complete series. It is suddenly a word in a lower register and this can be a nuisance to a viewer who will certainly notice the change in register. These types of errors are the reason the functional equivalency error rates are higher.

### *Acceptability*

The error rates for acceptability come in second place. They are not as high as the error rates for functional equivalency, but in episodes 1 through 4 the error rates are notably higher. Grammar and spelling errors fall under acceptability. While it is very uncommon for subtitles to contain grammar or spelling errors, idiomaticity errors also belong to acceptability. Idiomaticity errors are not necessarily wrong, but according to Pedersen (2017), they can be a nuisance to viewers, because they make a viewer aware that they

are reading subtitles. Pedersen (2017) goes on to quote personal correspondence with Diana Sánchez, an executive with Ericsson Broadcast and Media Services Spain. Sánchez says that “things that make you aware you are reading subtitles are errors” (p. 216). This is what happens when it comes to idiomaticity errors. While they are not exactly dramatic errors, they stand out nonetheless, because a subtitle containing an idiomaticity error might lead the viewer to saying: “that is not how it is said.” With legal terms, it is often so that there are fixed terms and phrases. A fixed phrase which appears in the first episode is: “the fee was due and payable.” It is not advisable to translate an English sentence such as this to Dutch, without changing anything, because it will result in an unidiomatic phrase. This type of error made acceptability error rates higher.

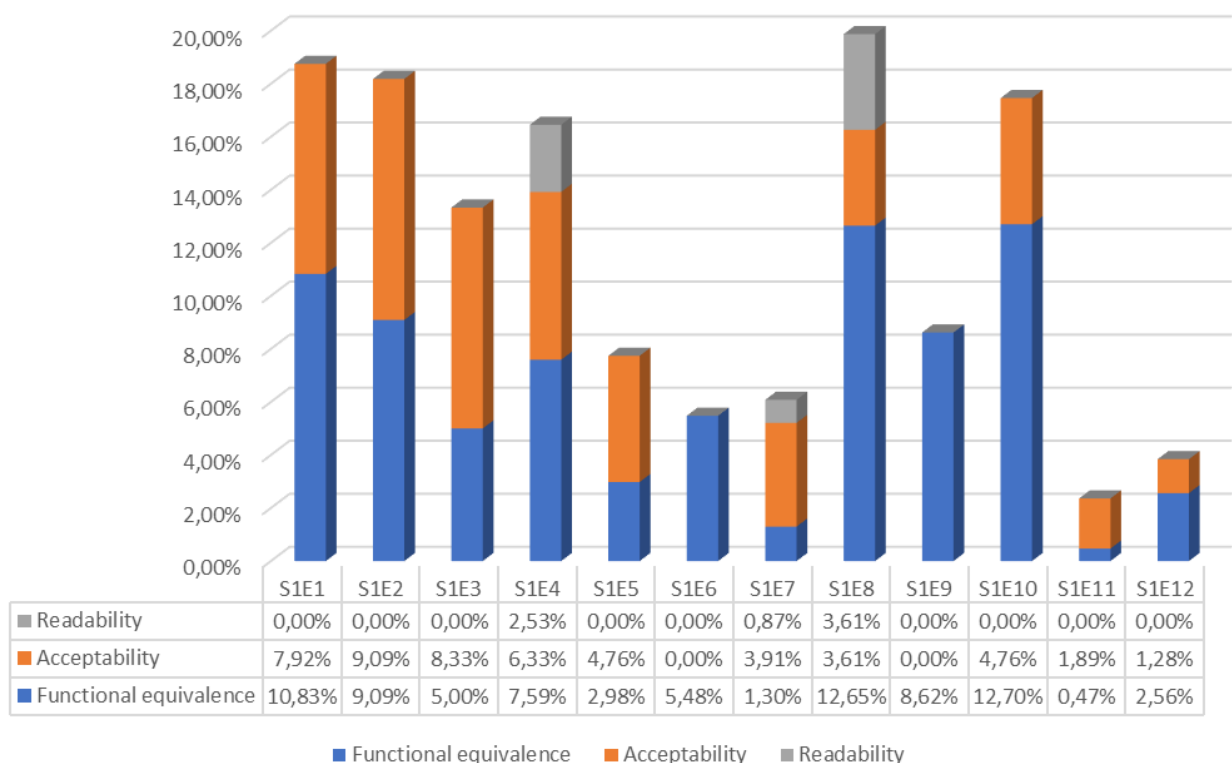
### *Readability*

Readability contains the following three categories: 1. segmentation and spotting, 2. punctuation and graphics and 3. reading speed and line length. Errors in segmentation and spotting were relatively rare, because they are the easiest to spot. An error in segmentation or spotting can be easily seen when a speaker is continually speaking, stops or starts speaking and the subtitles do not follow what is happening on screen. Furthermore, errors in punctuation and graphics are also uncommon, because clients often provide style guides the subtitler should follow and these style guides often contain sections on punctuation, such as is the case in Netflix’s style guide (Dutch Timed Text Style Guide, n.d.). Most subtitling software, such as Spot, ensure up to standard graphics by implementing a minimum requirement for resolution in their system requirements (Spot Subtitling System 6, n.d.). Lastly, errors in reading speed and line length are also elements that can be found in most style guides. Guidelines for reading speed and line length can both be found in Netflix’s Dutch Timed Text Style Guide (n.d.).

For Dutch, there is 42 characters per line character limitation and the reading speed is set at 17 characters per second for adult programs and 13 characters per second for children programs. Once again, these two elements can both be set in most subtitling software. When a subtitler exceeds the limitations set, this will be visible in the editing screen.

Because of these reasons, there were not many errors made when it came to readability. There were not many errors in these categories, except for three errors in segmentation and spotting. The same subtitles were left on screen even when the character speaking moved on to a next sentence or phrase, which could cause a viewer to think that they were missing something. This only happened when the person speaking was reciting long pieces of text from legal codes or legal writings. While the choice to not subtitle some sentences is understandable, it can be a nuisance to keep seeing the same subtitle, even when you see and hear that the character speaking already said four of five sentences.

**FIGURE 5.14 - ERROR RATE SUBTITLES SUITS S1**







## Chapter 6: Discussion and conclusion

In the Introduction, the question was posed whether legal translation is suitable for subtitling and, if it is not, if the quality of legal subtitling can be improved. It was hypothesized that subtitles are not suitable for the translation of legal terms, because, in theory, the translation of legal terms in subtitles is difficult to achieve, since time and space are limited. The main goal of this thesis was to research whether the quality of legal subtitles is sufficient and, if not, to find ways to improve the quality of specialized subtitling. In order to answer the research question, three important questions have to be answered:

1. Do fictional television series contain many complete legal sentences?
2. Does the translation of legal terms pose an issue in subtitles, which are prone to condensation, seeing that explicitation is the most commonly used translation strategy in legal translation?
3. Is it even important that a courtroom drama is subtitled legally correct?

These questions will now serve as a guide to discuss the most important findings and will be answered in the next three sections. Finally, in section 6.4, the research question will be answered: is the quality of legal subtitling sufficient, and if not, how can its quality be improved?

### **6.1 Does *Suits*, a fictional television show, contain many complete legal sentences?**

It is true that legal texts often contain long sentences. It would have been difficult to completely and accurately render these sentences into subtitles, which are limited to two lines per subtitle event and a maximum of 42 characters per line, according to Netflix's (n.d.) guidelines. However, Appendix A shows that season 1 of *Suits* contains more legal terms than legal sentences. For this research, sentences found in legal

handbooks, case law databases and law dictionaries were considered “legal sentences”.

An example of a legal sentence in *Suits* season 1 can be found in episode 1, at the 24-minute mark:

Civil liability associated with agency is based on several factors including the deviation of the agent from his path, the reasonable inference of agency on behalf of the plaintiff, and the nature of the damages themselves.

There were not many functional equivalency errors and acceptability errors in the rare occurrence a full legal sentence was uttered. However, segmentation and spotting proved to be difficult when it came to these longer sentences. If more full, long legal sentences occurred in the first season of *Suits*, there probably would have been more spotting and segmentation errors. The three times where longer, uninterrupted legal sentences were uttered caused issues in the subtitles. Subtitles were left on-screen for longer than desirable periods of time, according to Díaz Cintas and Remael (2007). These subtitles broke with the known “six-second-rule” (Díaz Cintas and Remael, 2007, p. 96), and even exceeded Netflix’s higher maximum of seven seconds (*Netflix*, n.d.). In these instances a lot of the dialogue was omitted and the segmentation in these scenes was also less than optimal. The person speaking would maybe utter four or five sentences and only one or two of those sentences would be subtitled. The viewer notices, and according to Díaz Cintas and Remael (2007), this type of error makes it difficult for a viewer to enjoy a program. Díaz Cintas and Remael (2007) go on to say that these errors could ruin what otherwise would have been an “excellent linguistic transfer” (p. 90). Furthermore, the fact that parts of the dialogue were completely omitted in these instances is not in line with what subtitling scholars Georgakopolou (2010) and Schwarz (2002) recommend. Georgakopolou (2010) calls omission a “fallback solution”, i.e. a solution for when there is absolutely no other option, and Schwarz (2002) only advises to use omission to deal with “repetitions, filler words and

tag questions.” The long legal utterances certainly do not fall in any of these three categories. Section 2.2.1 expressed the expectation that linking dots would be a common occurrence in *Suits* in order to deal with the long legal sentences, but since there were not that many complete legal sentences the linking dots were not used a lot. To “be mindful of pauses, interruptions, and other prosodic features that characterize the original speech” (Díaz Cintas and Remael, 2007, p. 88), linking dots should have been used more and longer subtitles should have been split over several shorter subtitles (Díaz Cintas and Remael, 2007, p. 88).

**6.2 Does the translation of legal terms pose an issue in the *Suits*-subtitles, which are prone to condensation, seeing that explicitation is the most commonly used translation strategy in legal translation?**

The findings show that direct translation was the most used translation strategies in this study and this is neither in line with the expectations for subtitling nor legal translation. The most used translation strategy in subtitling is reduction (Díaz Cintas and Remael, 2007) or generalization, in Pedersen’s (2005/2011) words. The most commonly used translation strategy in legal translation is explicitation, with many scholars even considering it a translation universal. The expectation was that due to subtitling constraints, generalization would have been the most used translation strategy. In turn, this would have seriously hindered the translation of legal terms, because legal translators greatly depend on explicitation to convey meaning of unknown or differing legal concepts in legal systems (Hjort-Pedersen and Faber (2009a/2009b/2010); Klauy and Károly (2005)). These observations were enforced by Georgakopoulou (2010), who comments that while reduction and deletion abound in subtitling, expansion is less frequent than in traditional literary translation. Legal translation is not the same as literary translation, but comparing legal translation with literary translation

is not a far-fetched comparison. According to Dănișor (.2016), legal language is filled with metaphors that belong to the literary realm. Due to these reasons it was expected that it would be very difficult to subtitle legal terms correctly.

However, this clash in translation strategies did not prove to be a major issue in the first season of *Suits*. As the results and the previous question showed, the legal aspect in this show was mostly limited to the use of legal terms rather than full legal sentences. In 31.57% of the cases direct translation could be used to translate the legal term. In the cases that it was necessary to translate longer “legal” dialogue, the subtitler mostly chose to use paraphrase or superordinate term as a translation strategy. This made the subtitle less specific, but not necessarily less specialized. This means that while *settlement agreement* [*schikkingsovereenkomst*] was made more general with *voorstel* [proposal], the resulting subtitle was still legal, even if the term *voorstel* in itself is not always necessarily a legal term. According to Díaz Cintas and Remael (2007), the reason a general term such as *proposal* remains a legal term in this context is because “the verbal subtitle interacts with the visual and oral signs and codes of the film” (p. 145). This means that even if the legal term in the subtitle is less specific than the original utterance, it is still specific enough for the reader to understand in the context of what he or she is hearing and seeing. Reading the subtitles in isolation would certainly impair a viewer’s/reader’s understanding. The subtitler probably made the subtitle more general to save characters and time. This does not mean that a subtitler can constantly generalize subtitles without consequences, even though the example above shows that in some cases using a paraphrase or a superordinate term can be an acceptable solution. Pedersen (2017) says it is important for the subtitler to maintain the contract of illusion and not intrude the viewers’ viewing experience. With this comment, Pedersen (2017) aligns himself with Díaz Cintas and Remael (2007), who are

of opinion that viewers have the right to a qualitatively high-standard translation “that will fill the foreign language gap for them” (p. 145). That is why in some cases, the generalization of legal terms was not justified or necessary. These changes were classified as errors. The legal terms were shortened or made more general without valid, identifiable reason.

### **6.3 Is it even important that a courtroom drama is subtitled legally correct?**

While viewing shows with interlingual subtitles, the viewers’ attention constantly alternates between the verbal and non-verbal component (d’Ydewalle et al., 1987). Subtitling is different from other types of translation, because viewers can simultaneously access the translated text and its original. The fact that viewers can hear the original and read the translation triggers processes of comparison between target text and source text, according to Pavesi (2002). Because this is the case, it is possible for a viewer with even the slightest knowledge of the source language to constantly check whether subtitles are “correct” when compared to the source language. Karamitroglou calls this the “checking mechanism[s] in the brain of the viewers” (Karamitroglou, 1998, p. 13). This all means that subtitling is open to criticism, because viewers can constantly check and immediately comment on what they think is incorrect subtitling. In other types of translation, this instant criticism is not possible. Therefore, Díaz Cintas and Remael (2007) call subtitling an instance of “vulnerable translation” (p. 57). Ghia (2012) reports that “occurring divergences between the two verbal components are often reported by the audience, and addressed as instances of poor and flawed subtitling” (p. 165). Her observation is supported by Danan (2004) and Karamitroglou (1998). In his FAR model, Pedersen (2017) presents the concept of “contract of illusion” in which a viewer pretends not to notice the subtitle, while in turn a subtitler makes a subtitle as unobtrusive as possible. As shown by the cited scholars,

viewers definitely notice inconsistencies, flaws or errors. The results showed that the number of acceptability errors (idiomaticity, grammar and spelling) and readability errors (segmentation and spotting, punctuation and graphics, and line length and reading speed) were less when compared to functional equivalency errors. Most errors in the subtitles of the first season of *Suits* were reported in the functional equivalency category. This is the category in which semantic and stylistic errors are included. Pedersen (2017) assigns higher penalty points to serious semantic errors, because this type of error

makes viewers' understanding of the subtitle nil and would hamper the viewers' progress beyond that subtitle, either by leading to plot misunderstandings or by being so serious as to disturb the contract of illusion for more than just one subtitle (p. 219).

This problem can be seen in the table for *Suits* S1E1 in Appendix A, when *law firm associate* is translated with the Dutch *compagnon*. In Dutch, a *compagnon* is the co-owner of a firm (Van Dale, n.d.), while a *law firm associate* is a junior or senior attorney who does not hold ownership interest in the firm (Sapp and Fraser, 2006). This is a crucial for understanding of the show, because the show itself shows the associates being treated as less than the senior partners. The viewer could get confused by the discrepancy between the verbal and non-verbal. Episode 1 should set the tone for the whole series, but instead it almost immediately confuses the viewer.

Krogsgaard Vesterager (2017) makes a distinction between “authoritative translations” (p. 107), i.e. “legally binding translations” (p. 107), and “non-authoritative translations” (p. 107), which are “translations intended for information” (p. 107). Fictional legal subtitles can be considered as non-authoritative translations, because there are no real, legal consequences attached to these subtitles. This is opposed to non-fictional legal subtitles, which can be legally binding. It is important to make this

distinction. But still, in the end, subtitles should be tailored to viewer expectations. Even if it is not always possible to comply with all expectations, a subtitler should still try to subtitle in a way that correctly transfers the meaning and style of the source language. If this is not done, this results in errors which could have been avoided. According to Pedersen (2017) an incorrect word or phrase not only impacts a local word or phrase, but these errors impact the processing of the complete set of subtitles. In other words, once a viewer notices one error, he or she will constantly find other errors. Once a viewer has been made aware that errors can be made, he or she will be constantly looking for other errors. This proved to be true for the errors found in the first season of *Suits*. Appendix A shows that in the episodes with a high error rate the first errors start being noticed at approximately the two-minute mark, while in the episodes with lower error rates the first errors were spotted around the seven-minute mark. This shows that once errors are made, viewers are on higher alert for more errors.

This section has shown that it is indeed important that a courtroom drama is subtitled legally correct. Even though a distinction should be made between the importance of fictional and non-fictional legal subtitling, Pedersen's (2017) contract of illusion is an important concept to apply to legal subtitling. If the viewer is constantly confronted with flawed subtitles, this might make them critical of the complete show and, if their knowledge of the source language is not perfect, might completely deter them from continuing to watch the show, because in a case like this they cannot enjoy the show without subtitles. Pedersen's (2017) FAR model makes subtitlers aware of subtitles that require reformulation or revision. Combining this FAR model with Pedersen's (2005/2011) typology of translation strategies exposes patterns which can be useful for future legal subtitlers.

#### **6.4 Is the quality of legal subtitling sufficient and, if not, how can it be improved?**

The results show that legal subtitling can be accurate, even within its tight constraints. The error assessment has shown that in general, the error rates were not as high as expected. The error rate did not exceed 20% in the episodes in season 1, meaning that the subtitles in season 1 of *Suits* were at least 80% functionally equivalent, acceptable and readable. Thus, in a few words, the answer to the research question is that while the error assessment shows that legal subtitling is not perfect, it also shows that legal subtitling is a promising branch in specialized subtitling that needs a finishing touch.

Legal subtitling can be improved by comparing which translation strategies have been used in comparison with the number of errors that have been found in each episode. By putting these numbers in a combined chart or graph, it will become easier to pinpoint which translation strategies result in the lowest error rate. In case of this study, the chart in figure 5.15 showed that using generalization (superordinate term) in combination with specification (addition) resulted in the lowest error rate in episode 6. This finding can be seen as circumstantial. But it can also be seen as a first step in the improvement of legal subtitling. An analysis of all the *Suits*-episodes (9 seasons) and other courtroom dramas can provide a more complete picture of which translation strategies are favorable when it comes to legal subtitling. An analysis such as this can show which translation strategies create a translation with as little error as possible. For example, if analysis of the other *Suits*-seasons and also other courtroom dramas show that using generalization (superordinate term) as a translation strategy really results in the lowest error rate, a general guideline (not rule) can be set for legal subtitling. Such a general guideline would read as follows: "Using X translation strategy results in the lowest error rate in Y% of the cases." An approach like this would be in line with the



general approach of Descriptive Translation Studies (DTS), which, according to James Holmes has the dual purpose of (1) describing “the phenomena of translating and translation(s) as they manifest themselves in the world of our experience” (Holmes, 1988/2000, p. 176) and (2) formulating “general principles that allow one to both explain and predict translational phenomena” (Holmes, 1988/2000, p. 176). Though, before any general principle can be formulated to predict low error rates, a lot of research is still left to be conducted. The intersection between legal translation and Dutch subtitling deserves more attention. The research method was applied to just one season of one courtroom drama, but if more information were to be gathered from different courtroom dramas, a more conclusive answer can come to the front.

While it has been shown that this study can provide many positive outcomes for legal subtitling, there are, of course, also some limitations. Firstly, categorization of translation choice is never unbiased. Translation strategies are not always black and white. Sometimes strategies are combined and in these cases, making an executive decision to group one translation into a particular translation strategy group is not always set in stone. Secondly, as Pedersen (2017) himself says, is that there is no reward system built into the assessment model. Sometimes there were very clever translation solutions, which should have been rewarded somehow. The assessment model does not assign bonus points, while they were certainly called for in some cases. Furthermore, “there is also a degree of fuzziness when it comes to judging the severity of the errors and assigning them a numerical penalty score (Pedersen, 2017, p. 224, 225). While Pedersen (2017) says it is hard to see how this issue can be remedied due to the nature of language and translation, applying this assessment model in combination with the identification of translation strategies to the remaining *Suits*-seasons and other courtroom dramas could resolve this issue, as it will probably show general patterns in

the translation of legal terms in greater volumes. This will result in a more reliable outcome.

Therefore, for further study, it would be interesting to investigate translation strategies and error rates in more courtroom dramas, such as *How to Get Away with Murder* and *Law & Order*, to compile a collection of translation strategies in comparison to error rate. This could create a more complete picture for the entire branch of fictional legal subtitling and makes it possible to recommend translation strategies that will work for legal translation in subtitles, while also taking subtitling constraints into account.

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## Appendices

### Appendix A – translation strategies and quality assessment

#### Suits S1E1

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Acceptability	Readability
2.02	closer	Retention (complete)	closer	Alternatief: ik rond zaken af. Closer wordt nooit echt uitgelegd	1 pp (semantic)	0.5 pp (idiomaticity)	
2.30	dealing in bad faith	Substitution (cultural)	te kwader trouw				
2.49	you won't close until...	Generalization (paraphrase)	jij wilt pas tekenen als..				
2.56	operate in bad faith	Substitution (cultural)	handelt niet te kwader trouw				
3.07	deal	Generalization (paraphrase)	contract	Notitie: waarom opeens contract en geen deal zoals eerder?			
3.14	deal	Generalization (superordinate term)	zaak	Zie vorige notitie		0.5 pp (idiomaticity)	
3.16	after your bad faith	Substitution (cultural)	blijk van kwade trouw				
3.20	agreement	Omission	-				
3.23	sign the deal	Generalization (superordinate term)	akkoord zou gaan	Alternatief: contract ondertekenen (aangezien eerder naar de deal wordt verwezen als contract)		0.5 pp (idiomaticity)	
3.24	fee due and payable	Generalization (paraphrase)	verder zou je ons betalen	Alternatief: bedrag is opeisbaar	0.5 pp (semantic)		
3.31	from escrow	Generalization (paraphrase)	uit de borgstelling				
3.53	close the goddamn deal	Generalization (paraphrase)	teken dat contract				
4.40	law school entrance exam	Generalization (paraphrase)	toelatingstoets rechten				
9.02	memo	Generalization (paraphrase)	dat				

9.18	takeover	Specification (addition)	vijandelijke overname				
9.20	close him	Generalization (paraphrase)	haal hem binnen				
9.33	closer	Retention (complete)	closer	<p>Alternatief: beste advocaat. Op deze manier zou de kijker nog snappen dat het gaat om zijn kwaliteit als advocaat in civiele zaken.</p> <p>Notitie: closer gaat uitgelegd worden, dus vandaar denk ik dat het is behouden (maar het wordt niet uitgelegd).</p>	1 pp (semantic)	1 pp (idiomaticity) More pp, because at this point it's still not clear what a closer is	
9.37	attorney	Generalization (superordinate term)	jurist	<p>Laywer (a person who practices law as attorney, barrister, etc) is jurist? Attorney (<i>advocaat</i>) is a lawyer, but a lawyer is not necessarily an attorney Thus, lawyer will be treated as the general name for someone who practices law, while an attorney is a kind of lawyer (Van Den End: bij attorney advocaat, etc; bij lawyer: jurist)</p>			
9.37	I close situations	Generalization (paraphrase)	Ik los problemen op				
13.29	Senior partners	Retention (complete)	Senior partners	<p>Alternatief: vennoot. Korter en geeft beter de strekking weer van wat een senior partner is, maar het is geen ramp.</p>	0.5 pp (stylistic)	0.5 pp (idiomaticity)	
13.29	associate	Direct translation	compagnon	<p>Alternatief: stagiair (wordt later wel gebruikt). Notitie: Als er in het Nederlands wordt gesproken over een compagnon, heeft men het meestal over een zakenpartner. Dit is het zeker niet het geval hier.</p>	2 pp (semantic)		
14.03	made senior partner	Generalization (superordinate)	promotie heb gemaakt				

		term)					
17.58	Managing partner	Retention (complete)	Managing partner	Alternatief: beherend vennoot. Als er term voor bestaat in het Nederlands, kan dit gewoon worden gebruikt. Het is duidelijker en het scheelt maar 1 karakter.	0.5 pp (semantic)	0.5 pp (idiomaticity)	
23.22	Lead counsel	Generalization (superordinate term)	Vaste adviseur				
23.57	give you as a signing bonus	Generalization (paraphrase)	op de koop toe geven	Alternatief: Indienstnemingspremie Notitie: Er op de koop toegeven betekent dat je iets extra krijgt, maar het wordt vaak gebruikt in negatieve ervaringen. Daarom is indienstnemingspremie beter. Het geeft echt aan wat er wordt bedoeld met <i>signing bonus</i> en het is maar 1 karakter extra.	1 pp (stylistic)	0.5 pp (idiomaticity)	
24.09	haven't gone to any law school	Generalization (paraphrase)	niet eens rechten gedaan				
24.14	passed the bar	Generalization (paraphrase)	slotexamen gehaald				
24.19	BarBri Legal Handbook	Generalization (paraphrase)	handboek voor juristen				
24.29 -	Civil liability associated with agency is based on several factors	Generalization (paraphrase)	een juridisch adviseur is hoofdelijk aansprakelijk				
24.33 -	including the deviation of the agent from his path, the reasonable inference of agency on behalf of the	Generalization (paraphrase) and omission	naargelang hij niet voldoet aan de gereede verwachting van z'n cliënt .... en de aard van de geleden schade	Notitie: Hier is veel weggelaten (zie drie puntjes). Lang dezelfde ondertitel in beeld gelaten, waardoor kijker het gevoel kan krijgen dat hij/zij veel mist van wat er wordt gezegd. Verder wel goed vertaald voor zover dat kon.			0.5 pp (segmentation)



	plaintiff, and the nature of the damages themselves						
24.47	bar	Generalization (superordinate term)	afsluitende examen	Alternatief: slotexamen. Dit is eerder gebruikt en het is korter dan afsluitend examen.	0.5 pp (semantic)		
24.58	Harvard attorney	generalization (superordinate term)	jurist van Harvard				
25.03-	stock option backdating	Direct translation	antedateren van opties	Alternatief: antedateren van aandelen(opties). Als er een stuk moet worden weggelaten, dan liever opties, want dan heeft men nog een idee waarover het gaat. Is letterlijk vertaald, maar de kijker begrijpt met deze ondertitels nog steeds niet wat er bedoeld wordt.	2 pp (semantic)	2 pp (idiomaticity)	
25.05	violations arise related to disclosures under IRC, Section 409A	Generalization (paraphrase)	als je je maar houdt aan de bepalingen van artikel 409A van de belastingwet				
25.13	the statute of limitations renders Sarbanes-Oxley moot post-2007	Generalization (paraphrase)	die bepaling is verjaard voor zaken na 2007				
25.19	not if you can find actions to cover up the violation, as established in the Sixth Circuit, May 2008.	Generalization (paraphrase)	niet als het met opzet wordt verzwegen. Zesde wetswijziging, mei 2008.				
25.47	bar	Generalization	examen				

		(superordinate term)					
25.51	Law school	Generalization (paraphrase)	Studie rechten	<i>Law school</i> is rechtenfaculteit, volgens Van den End			
26.24	Law school	Generalization (superordinate term)	Studeren				
26.27	Lawyer	Direct translation	Jurist				
27.13	Lawyer	Direct translation	Jurist				
27.29	Associate	Direct translation	Compagnon				
27.53	Law school	Generalization (paraphrase)	rechtenstudie				
28.03	Law school	Generalization (paraphrase)	Rechtenstudie				
28.22	Law school tour	Generalization (paraphrase)	Rondleiding bij rechten				
29.28	Oldest law school	Direct translation	Oudste rechtenfaculteit				
29.35	Supreme Court justices	Direct translation	Opperrechters				
31.29	Paralegal	Generalization (superordinate term)	Assistentje				
31.54	Mergers and acquisitions	Direct translation	Fusies en acquisities				
31.56	High net worth divorce	Generalization (paraphrase)	Dure echtscheidingen				
33.47	Paralegal	Generalization (superordinate term)	Assistent				
34.15	Contract	Direct translation	Contract				
34.33	Attorney's	Generalization (superordinate	juristen				

		term)					
35.04	Put you in front of the bar	Generalization (paraphrase)	Span een tuchtzaak aan				
35.23	Take away my license	Generalization (superordinate term)	geschorst				
35.40	Lose your license	Direct translation	Je licentie verliezen	Alternatief: uit het ambt gezet.	2 pp (semantic)	1 pp (idiomaticity)	
36.19	Every client I ever closed	Generalization (paraphrase)	Alle cliënten mee die ik hier heb afgehandeld				
36.22	Ethics board	Direct translation	Tuchtraad				
36.30	Board	Specification (addition)	Tuchtraad				
36.48	Pro bono	Substitution (cultural)	Pro deo				
37.19	Sexual harassment	Generalization (superordinate term)	Ongewenste intimiteiten	Alternatief: seksuele intimidatie. Er bestaat gewoon een goede vertaling voor <i>sexual harassment</i> .		0.5 pp (idiomaticity)	
38.35	President	Direct translation	directeur				
39.01	Anything to support my claim	Generalization (paraphrase)	Geen bewijs				
40.06	Investigation files	Generalization (superordinate term)	Interne rapport				
40.14	Lawyer	Specification (addition)	Advocaat				
40.41	Subpoena	Generalization (superordinate term)	Vorderen	In dit geval, is vorderen een goede vertaling, omdat er via de rechter inzage wordt gevraagd in documenten. Het is geen oproep om te getuigen.			
40.45	Fill out a subpoena	Generalization (superordinate term)	Vordering indienen				

40.55	Engagement letter	Direct translation	Opdrachtbevestiging				
41.00-	it's a piece of paper that keeps her from being able to sue us	Generalization (paraphrase)	met dat papier vrijwaart ze ons				
41.58	Rookie associate	Generalization (paraphrase)	Net nieuw				
43.19	Associates	Direct translation	Compagnons				
46.06	Fighting the subpoena	Generalization (paraphrase)	Stuurt geen lijst				
46.08	They filed a motion to dismiss the case based on our lack of evidence	Generalization (paraphrase)	ze gooien het op gebrek aan bewijs				
46.31-	they win the motion and the case gets dismissed	Generalization (paraphrase)	m'n verzoek afwijzen en de zaak seponeren				
47.00	Hearing	Specification (addition)	hoorzitting				
47.11	researcher	Retention (complete)	researcher	Alternatief: onderzoeker. Niet nodig om het Engels te behouden.		0.5 pp (idiomaticity)	
47.16	Let me see the motion	Generalization (paraphrase)	Waar heb je om gevraagd				
47.57	Evidence of your assertion	Generalization (paraphrase)	Steunbewijzen				
48.03	Precedent	Direct translation	Precedent				
48.15	Privacy and harassment law	Direct translation	Privacy en ongewenste intimiteiten				
50.00	Paralegal	Generalization (superordinate)	Assistent				

		term)					
50.03	Lawyer	Specification (addition)	Advocaat				
50.10	lawyer	Direct translation	Jurist				
50.15	LSAT	Specification (completion)	toelatingsexamen				
50.20	get into a law school, I'd never pass the bar	Generalization (paraphrase)	al zou ik dat halen, ik zou nooit kunnen afstuderen				
51.58	does not carry any weight as the rule of law	Generalization (paraphrase)	geen juridisch argument				
52.02	without any duress	Generalization (paraphrase)	geen druk mag worden uitgeoefend	Alternatief: niet onder dwang	0.5 pp (semantic)	0.5 pp (idiomaticity)	
52.19	sexual harassment	Generalization (superordinate term)	ongepast gedrag	Alternatief: seksuele intimidatie. De ondertitels zwakken het af.	0.5 pp (semantic)	0.5 pp (idiomaticity)	
52.21	stenographer	Direct translation	stenograaf				
52.49	firing under false pretenses	Generalization (paraphrase)	ontslaat hem op oneigenlijke gronden	Alternatief: ontslaat hem onder valse voorwendselen. Maar dit is waarschijnlijk te lang als ondertitel.	0.5 pp	0.5 pp	
55.55	corroborate	Generalization (paraphrase)	steunbewijs vinden				
57.04	voting shares	Retention (complete)	voting shares	Alternatief: stemrechaandeel. Er bestaan een Nederlands equivalent voor.	0.5 pp (semantic)		
57.28	Trade her your preferred shares, which have no voting rights, for her common shares, which do	Generalization (paraphrase)	ruil je preferente aandelen zonder stemrecht voor die van haar				
57.35	voted out of	Generalization	je kunt je hele bedrijf				

	your company	(paraphrase)	verliezen				
58.12	dismissal	Direct translation	ontslag				
58.20	slap sanctions on the attorney	Direct translation	klaag die advocaat aan				
58.31	left out of discovery	Generalization (paraphrase)	Dossier ontbreekt				
58.37	filing for sanctions	Generalization (paraphrase)	vragen we om sancties				
1.00.07	corroborate	Direct translation	Bevestigt				
1.00.33	give the deposition	Generalization (superordinate term)	verklaring				
1.01.36	deposition	Generalization (superordinate term)	zitting	Notitie: deposition is an out-of-court oral testimony. <i>Zitting</i> may raise another impression, but it's not possible to explain what a deposition is in a short subtitle (the act of giving/taking the testimony)			
1.01.48	testifying	Direct translation	getuigen				
1.01.51	Witness	Direct translation	getuige				
1.06.28	deposition	Generalization (paraphrase)	getuigenverhoor				
1.07.50	Arrested for a crime	Direct translation	Gearresteerd voor een misdrijf				
1.08.09	Records were supposed to be sealed	Generalization (paraphrase)	M'n strafblad zou geheim blijven				
1.08.22	Lied about it here under oath	Direct translation	Onder ede gelogen				
1.08.57	Sealed record	Generalization (superordinate term)	Geheim				

1.09.11	Testify	Direct translation	Getuigen				
1.09.21	Keep this case alive	Generalization (paraphrase)	Anders komt er geen proces				
1.09.30	Arrested	Generalization (paraphrase)	Opgepakt				
1.15.14	Hearing	Specification (addition)	Hoorzitting				
1.17.42	Testimony	Direct translation	getuigenverklaring				
1.17.49	Falsely testify	Direct translation	Valse getuigenis				
1.17.55	harassment is a civil violation. The penalty is money	Generalization (paraphrase)	op ongewenste intimiteiten staat een geldstraf				
1.17.56	witness tampering, that's a crime and you will go to prison	Generalization (paraphrase)	voor het beïnvloeden van getuigen gaat u de bak in				
1.18.11	who'd you get to prosecute a small time witness tampering charge	Generalization (paraphrase)	welke aanklager gaat mij vervolgen				
1.18.17	graduate law school with the current US attorney of new York	Generalization (paraphrase)	afgestudeerd met de federale openbare aanklager				
1.18.53	put guys like you away for sexual harassment	Generalization (paraphrase)	zedendelinquenten vervolgt				
1.18.57	admission of guilt	Direct translation	schuldbekentenis				

120 entries					13 pp	9.5 pp	0.5 pp
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**Suits S1E2**

Time	Source text	Translation strategy	Target text	Notitie/alternatieven	Functional equivalency	Adequacy	Readability
1.12	Close the deal	Generalization (paraphrase)	Transactie rond hebben				
1.42	File a patent	Direct translation	Octrooi aanvragen				
3.38	Bainbridge briefs	Calque	Bainbridge-resumé	Alternatief: pleitnota's. De definitie van <i>briefs</i> en pleitnota komt beter overeen met elkaar dan resumé. In US law: a written legal document used in various legal adversarial systems that is presented to a court arguing why one party to a particular case should prevail.	2 pp (semantic)	2 pp (idiomaticity)	
5.05	confirmation	Direct translation	bevestiging				
6.44	Fellow associates	Specification (addition)	Andere stagiaire	Wordt opeens vertaald met stagiaires in plaats van compagnon. Deze vertaling is wel beter, want je weet waarover het gaat nu			
8.43	discrepancy between listed assets and potential assets	Generalization (paraphrase)	discrepantie bestaande en potentiële activa				
8.51	associates	Specification (addition)	advocaat-stagiairs				
9.53	Patent office	Direct translation	octrooibureau				
9.57	claim	Retention	claim				



		(complete)					
10.03	filed	Specification (addition)	claim				
10.28	Judge	Direct translation	rechter				
10.29	Get an injunction	Generalization (paraphrase)	Verbiedt hun product te lanceren				
11.23	Serve them with notice of the hearing	Generalization (paraphrase)	Zijn ze ingelicht				
11.40	Let the records show	Omission	-				
11.43	Counsel	Direct translation	raadsman				
12.03	Judicial body	Generalization (superordinate term)/calque	lichaam				
12.04	dispute	Direct translation	geschil				
12.07	Requests dismissal	Direct translation	Verzoekt u om seponering				
12.13	This injunction requests	Direct translation	Dit gerechtelijk bevel is een verzoek				
12.25	Exhibit filing	Generalization (paraphrase)	verzoek	It is about the previously mentioned injunction, in which something is requested. Hence, the use of <i>verzoek</i>			
12.27	Courtesy copy	Generalization (superordinate term)	kopie				
12.43	lawyer	specification (addition)	advocaat				
12.48	Courtesy brief	Generalization (paraphrase)	Extra exemplaar				
12.54	Court adjourned	Generalization (paraphrase)	Zitting is gesloten	Notitie: adjourned = verdaagd			
13.26	Counselor	Direct translation	Raadsman				

13.45	Open court	Generalization (paraphrase)	Rechtszaal				
13.52	Brought up on review	Generalization (paraphrase)	Een zaak van maken				
14.03	Grant my injunction	Generalization (paraphrase)	Voor het gerechtelijk bevel				
14.35	File an interference claim with the patent office	Retention (complete)	Interference claim indienen bij het octrooibureau.	Alternatief: onwettige inmenging melden bij het octrooibureau. Dit geeft beter weer wat er eigenlijk bedoeld wordt en neemt dezelfde hoeveelheid karakters in.	1 pp (semantic)	1 pp (idiomaticity)	
16.35	Request from the applicant	Direct translation	Verzoek van de aanvrager				
16.49	File the oral hearing	Retention (TL adjusted)	Hearing aanvragen	Alternatief: verhoor aanvragen. Het is hier niet duidelijk waarom er precies wordt gekozen voor behouden van het Engels, maar het kan gewoon in het Nederlands.	2 pp (semantic)	2 pp (idiomaticity)	
18.41	General counsel	Specification (addition)	Advocaat				
18.44	assets	Direct translation	activa				
19.00	Injunction	Generalization (superordinate term)	bevel				
19.05	ruling	Generalization (superordinate term)	uitspraak				
19.12	Lawsuit	Direct translation	Proces				
19.16	Overturn your ruling	Generalization (paraphrase)	Oordeelt hij anders				
19.29	Leave the bench	Generalization (paraphrase)	Stoppen als rechter				
19.33	Litigation	Generalization (paraphrase)	rechtbankadvocaat	Notitie: in eerste instantie lijkt dit misschien geen goede ondertitel, maar aangezien het om een			

				rechter gaat die 'dreigt' om ook aan de slag te gaan als een jurist in procesvoering, is het wel een gepaste ondertitel.			
22.06	Dispute	Direct translation	Ontkennen				
28.42	Outside counsel	Specification (addition)	Advocaat				
30.07	Settlement offer	Direct translation	Schikkingsvoorstel				
30.23	the injunction will get overturned on appeal	Direct translation	in hoger beroep wordt de uitspraak nietig verklaard				
30.44	legally required to	Generalization (paraphrase)	verplicht				
34.21	retainer	Generalization (paraphrase)	Contract				
34.42	Lawyer	Specification (addition)	Advocaat				
36.10	Accept our settlement	Direct translation	Voorstel aanvaarden				
37.05	File an injunction	Generalization (paraphrase)	Laten verbieden				
37.11	Sue	Specification (addition)	Procederen				
37.17	Incorporates under a different name	Generalization (paraphrase)	Een andere firma opzet				
38.10	Judicial conduct codes	Direct translation	Gedragsregels voor rechters				
38.14	Attorney general's office	Substitution (cultural)	OM				
38.42	policy	Direct translation	Beleid				
39.32	Settlement memorandum	Calque	schikkingsmemorandum				
39.39	settling	Direct translation	schikken				

55 entries					5 pp	5 pp	0 pp
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**Suits S1E3**

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Adequacy	Readability
1.30	Runs a hedge fund	Retention (TL adjusted)	Runt 'n hedgefund	Alternatief: beleggingsfonds. Door deze ondertitel weet een gemiddelde kijker nog steeds niet precies wat er wordt bedoeld.		1 pp (idiomaticity)	
2.57	Senior partner	Retention (complete)	Senior partner	Alternatief: vennoot. Korter en geeft beter de strekking weer van wat een senior partner is, maar het is geen ramp.	0.5 pp (stylistic)	0.5 pp (idiomaticity)	
3.32	Associate	Specification (addition)	Stagiair				
3.38	Labor negotiations	Substitution (cultural)	cao				
4.01	Associate	Specification (addition)	Advocaat-stagiair				
4.12	Corporate lease	Generalization (superordinate term)	Huurcontract				
4.20	Terms	Direct translation	Voorwaarden				
4.22	Lessee	Direct translation	Huurder				
4.47	Lease	Generalization (superordinate term)	Contract				
5.44	Billables	Direct translation	Facturen				
5.52	Bylaws	Direct translation	Statuten				
9.04	Put up equity	Direct translation	Vermogen inbrengen				
10.10	Fellow associates	Specification	Andere advocaat-				

		(addition)	stagiars				
10.22	Other associates	Specification (addition)	Andere stagiars				
10.48	Due diligence	Specification (addition)	boekenonderzoek	Notitie: Van den End – bedrijfsonderzoek			
10.53	Bylaws	Direct translation	statuten				
10.58	Summary be prepared in event of a sale	Calque	bij verkoop is een resumé vereist	Alternatief: overzicht. Geeft beter weer wat er wordt bedoeld met summary. Van den End geeft aan dat het in boekhouding overzicht wordt genoemd.	1 pp (semantic)	1 pp (idiomaticity)	
11.00	privately held corporations are exempted	Generalization (paraphrase)	niet voor privéonderneming en				
12.06	the board can't vote for at least 24 hours after the CEO presents the deal involving the sale of company land	Generalization (paraphrase)	de raad van bestuur kan pas na 24 uur over het gepresenteerde plan stemmen				
12.20	CEO	Retention (TL adjusted)	ceo	Alternatief: directeur, maar in verband met ruimte niet mogelijk om hier directeur te gebruiken. Geen pp			
12.40	Due diligence	Specification (addition)	boekenonderzoek				
17.42	diligence	Specification (addition)	Boekenonderzoek				
18.05	holding up your due diligence	Generalization (paraphrase)	reden van het oponhoud				
18.13	litigation exposure	Generalization (paraphrase)	risico op een proces				
20.40	Close the deal	Specification (addition)	Sluit de transactie				
21.37	violation of hostile workplace environment statutes	Generalization (paraphrase)	schending van werkvoorschriften				
21.45	Legal cover	Direct	Juridische dekking				

		translation					
22.27	Challenge him as CEO	Generalization (paraphrase)	als jij je kandidaat stelt als ceo	Weer een kwestie van ruimte tussen kiezen tussen ceo en directeur.			
30.42	Attorney	Direct translation	Advocaat				
31.52	ratify the sale of the factory	Direct translation	verkoop van de fabriek bekrachtigd				
30 entries					1.5 pp	2.5 pp	

**Suits S1E4**

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Adequacy	Readability
0.21	law	Specification (addition)	advocatuur				
1.19	Supreme Court justices	Generalization (paraphrase)	Hoogrechtshof-rechters	Eerder vertaald als opperrechters. Dit geeft beter weer wat er wordt bedoeld.			
1.45	Law Review	Retention (complete)	Law Review	Alternatief: academisch tijdschrift. De kijker krijgt op die manier uitleg over wat hij/zij hoort zonder zelf te moeten opzoeken.	1 pp (semantic)		
4.02	That's your defense?	Generalization (paraphrase)	Ga je dat aanvoeren?				
4.08	allegations	Direct translation	Beschuldigingen				
6.00	Managing partner	Retention (complete)	Managing partner	Alternatief: beherend vennoot. Als er term voor bestaat in het Nederlands, kan dit gewoon worden gebruikt. Het is duidelijker en het scheelt maar 1 karakter	0.5 pp (semantic)	0.5 pp (idiomaticity)	
6.35	attorney	Generalization (superordinate term)	raadsman				
7.46	proof	Direct translation	bewijzen				

8.10	lawyer	Specification (addition)	advocaten				
8.12	409/3 Grievance claiming	Generalization (superordinate term)	klachtenformulier				
8.18	Grievance claiming	Generalization (paraphrase)	Dat formulier				
9.55	Claims are baseless	Direct translation	Beschuldigingen ongegrond				
10.15	Have exposure	Generalization (paraphrase)	Risico te groot				
11.07	New York housing code, sub-chapter two, article four, section 27-20...	Calque	In de Woningwet, hoofdstuk 2, artikel 4, paragraaf 27-20...				
11.19	Court order	Specification (addition)	Dwangbevel				
12.29	Legal dispute	Generalization (superordinate term)	Conflict				
13.32	Punitive damages	Specification (addition)	Privaatrechtelijke boete	Alternatief: schadevergoeding. In dit geval wordt een langere en ingewikkeldere vertaling gebruikt terwijl schadevergoeding voor de hand ligt. Je zegt gewoon schadevergoeding in het Nederlands	1 pp (semantic)	2 pp (idiomaticity)	
14.00	I don't represent those people	Generalization (paraphrase)	Ik ben hun raadsman niet				
14.18	Libelous	Direct translation	Laster				
14.54	Housing court	Generalization (superordinate term)	Rechtbank				
15.38	Put on the stand	Specification (addition)	Aan een kruisverhoor onderwerpt				
15.44	For every one the	Generalization	Tegenover elke				

	claim has a side effect...	(paraphrase)	eiser..				
15.55	court	Direct translation	rechtbank				
16.02	Managing partner	Retention (complete)	Managing partner	Alternatief: beherend vennoot	0.5 pp (semantic)	0.5 pp (idiomaticity)	
16.06	Settle this case	Generalization (paraphrase)	Tref die schikking				
16.28	First trial tomorrow in housing court	Generalization (paraphrase)	huisvestingszaak				
17.21	If it pleases the court...	Calque	Als het 't hof behaagt..				
17.32	Withheld rent payments	Generalization (paraphrase)	Achterstallige huur				
17.55	Financial outlay	Generalization (superordinate term)	kosten				
18.15	This is an eviction hearing. The pertinent question is not habitability.	Generalization (paraphrase)	Het gaat hier niet om bewoonbaarheid, maar om de achterstallige huur.				
18.21	City code	Generalization (superordinate term)	wet				
18.22	Rent may be withheld if the warranty of habitability is breached	Generalization (paraphrase)	Mag betaling achterwege blijven als de bewoonbaarheid beneden de maat is				
18.29	Checks placed in escrow	Generalization (paraphrase)	garantiebetalingen	Alternatief: escrow. In het Nederlands wordt de term escrow ook gebruikt en in de volgende seconden wordt uitgelegd wat escrow is, aangezien Mike, net als de kijker ook niet weet wat escrow is. Het is echter geen ramp dat hier garantiebetaling wordt gebruikt.		0.5 pp (idiomaticity)	



18.33	Checks in escrow pending the outcome of a rent abatement hearing	Generalization (paraphrase)	De betalingen die alvast zijn gedaan in afwachting van de uitspraak				
18.39	code	Generalization (superordinate term)	wet				
18.43	Court room	Direct translation	Rechtszaal				
18.45	Put money in escrow	Generalization (paraphrase)	Heeft een garantierekening	Alternatief: escrowrekening. Aangezien er al is uitgelegd wat escrow is, kan er escrowrekening worden gebruikt.		0.5 pp (idiomaticity)	
18.50	Eviction upheld	Generalization (paraphrase)	Opdracht tot uitzetting	Alternatief: de uitzetting gaat door. De uitzetting stond al gepland, de rechter geeft gewoon aan dat het doorgaat. Ze geeft niet opeens een (nieuwe) opdracht	0.5 pp (semantic)		
20.52	Plaintiffs'	Direct translation	eisers				
21.10	Solicited lawsuits	Generalization (paraphrase)	Opnam tegen				
21.14	Exact a settlement	Generalization (paraphrase)	Schikking te treffen				
21.20	settling	Direct translation	Schikken				
21.21	Do you have evidence of that	Generalization (paraphrase)	Kunt u dat bewijzen				
21.22	Plaintiff number 2	Generalization (superordinate term)	Een van de eisers				
21.26	Plaintiff number 7	Generalization (superordinate term)	Een van de eisers				
21.29	Plaintiffs	Direct translation	eisers				
21.42	bankruptcy	Direct translation	Failliet				

21.51	Financial motive	Direct translation	Financieel motief				
21.56	claim	Direct translation	Eis				
22.07	trial	Direct translation	Zitting				
22.09	Financial motive for fraud	Generalization (superordinate term)	Motief voor fraude				
22.10	This case is moving forward	Specification (addition)	Ik acht de zaak ontvankelijk				
24.27	In housing court	Generalization (paraphrase)	huisvestingszaak				
24.31	lawyers	Specification (addition)	Advocaat				
24.49	harassment	Omission	-				
25.15	Rent-controlled (buildings; niet gezegd. Zelf aangevuld)	Specification (addition)	Huurflats				
25.20	Housing department complaints	Generalization (superordinate term)	klachten				
27.14	Some old tenants have bought in	Generalization (paraphrase)	Wel een paar huurders teruggekomen				
28.33	Defend	Direct translation	Verdedigen				
30.30	Credentials for testifying for him	Generalization (paraphrase)	Geschikte getuige				
32.26	Unknowingly defrauded	Generalization (paraphrase)	Onbewust belazerd	Alternatief: onbewust fraude gepleegd. Belazeren past verder niet echt in de context of met de manier waarop de spreker normaal praat	1 pp (stylistic)	1 pp (idiomaticity)	
32.32	The company may be liable for actual damages	Generalization (paraphrase)	Het bedrijf is aansprakelijk				

32.34	Shift the blame of the fraud	Generalization (paraphrase)	Schuiven de schuld op				
32.49	Criminal charges	Specification (addition)	Strafzaak				
32.51	lawyer	Specification (addition)	advocaat				
33.06	Join ... lawsuit	Substitution (cultural)	In zee gaan met				
33.21	Share in the settlement	Generalization (paraphrase)	Krijgt een schikking				
33.24	Different corporate umbrella	Specification (addition)	Een nieuwe firma				
33.58	Lawsuit	Specification (addition)	schadezaak				
34.15	All manner of harassment that forced them out of their apartment	Generalization (paraphrase)	Uit hun woning zijn weggepest				
37.10	compensation	Direct translation	vergoeding				
37.15	Partial ownership in his company	Generalization (paraphrase)	Aandeel in z'n firma				
40.00	Vandalism, assault	Omission	vandalisme	Alternatief: vandalisme, mishandeling. Er was nog ruimte/tijd om ook vandalisme erbij te nemen.	0.5 pp (stylistic)		
40.06	Charging	Direct translation	Beschuldigen				
40.23	Warn your client about perjury	Omission	-	Alternatief: Vertel je client wat meined betekent. De ondertitel voor wat hij hierna zegt komt al in beeld, terwijl hij wat anders aan het zeggen is.	1 pp (semantic)		2 pp (segmentation)
40.24	Sworn testimony	Generalization (superordinate term)	verklaring				
40.38	assault	Direct translation	geweldpleging				

40.41	Violations of rental codes, health codes	Direct translation	Overtreding van de huur- en hygiënevoorschriften				
40.49	Damages	Specification (addition)	smartengeld				
79 entries					6 pp	5 pp	2 pp

**Suits S1E5**

<b>Time</b>	<b>Source text</b>	<b>Translation strategy</b>	<b>Target text</b>	<b>Notities/alternatieven</b>	<b>Functional equivalency</b>	<b>Adequacy</b>	<b>Readability</b>
0.41	Practicing law	Generalization (paraphrase)	Zijn we advocaten				
0.47	Jury award	Generalization (paraphrase)	Juryuitspraak				
1.28	Licensing deal	Calque	licentiedeal	Alternatief: licentieovereenkomst.		0.5 pp (idiomaticity)	
1.36	close	Specification (addition)	tekenen				
2.32	bail	Direct translation	borgsom				
3.31	Keep record clean	Generalization (paraphrase)	Geen last krijg met justitie				
3.34	lawyers	specification (addition)	advocaten				
4.37	Licensing deal	Calque	Licentiedeal	Alternatief: licentieovereenkomst.		0.5 pp (idiomaticity)	
5.43	reports	Direct translation	Verklaring				
5.48	Statement	Generalization (superordinate term)	verhaal	Alternatief: verklaring. Verhaal klinkt sarcastisch, terwijl het niet zo bedoeld wordt.	0.5 pp (semantic)	0.5 pp (idiomaticity)	
5.56	deal	Retention (complete)	deal				
7.30	Licensing deal	Calque	Licentiedeal	Alternatief: licentieovereenkomst		0.5 pp	

						(idiomaticity)	
8.56	General counsel	Direct translation	Jurist				
9.01	You'd close her	Generalization (paraphrase)	Ze zou toch tekenen				
9.07	Structure that deal	Generalization (paraphrase)	Hiermee				
9.34	You've been served	Substitution (cultural)	U wordt besteld door de rechter	Woordgrapje: <i>I got your order right here. You've been served.</i> Dit werkt niet met dagvaarding, dus dit is een goed alternatief.			
9.42	witness	Direct translation	Getuige				
9.43	Civil suit	Specification (addition)	De botsing				
10.35	Posting bail	Direct translation	Borgsom TERUGbetalen				
30.11	Represent	Direct translation	verdedig				
12.12	Liable	Direct translation	Aansprakelijk				
12.23	lawyer	Specification (addition)	advocaat				
12.24	Take them to court	Generalization (superordinate term)	procederen				
12.27	Citizenship	Direct translation	Staatsburgerschap				
12.31	law	Direct translation	wet				
12.39	US government	Generalization (paraphrase)	Amerikaanse overheid				
13.09	Without a warrant, a papal edict or my say so.	Generalization (superordinate term)	Gegronde redenen of mijn toestemming				
13.12	named	Specification (addition)	Gedagvaard				

13.31	trial	Direct translation	Proces				
13.45	defending	Direct translation	verdedig				
13.59	Get it dismissed	Specification (addition)	Zaak niet-ontvankelijk verklaren				
14.03	Priority status on the docket	Generalization (paraphrase)	spoedbehandeling				
15.38	Licensing agreement	Generalization (paraphrase)	deal	Alternatief: overeenkomst. Op een gegeven moment wordt naar alles verwezen als deal. Dit leidt tot teveel gebruik van het woord en verwarring.	0.5 pp (semantic)		
15.43	deal	Retention (complete)	deal				
19.07	lawyer	Specification (addition)	advocaat				
19.50	Best attorney	Direct translation	topadvocaat				
20.05	attorney	Direct translation	advocaat				
20.22	representing	Direct translation	verdediging				
20.42	losses	Direct translation	verliezen				
21.06	law	Direct translation	Wet				
21.16	Multimillion dollar law suit	Direct translation	miljoenenproces				
21.18	Vicarious liability	Generalization (paraphrase)	Indirecte aansprakelijkheid				
21.24	Employers are responsible for their employees' negligence	Specification (addition)	Werkgevers zijn verantwoordelijk voor wat hun personeel doet				
21.27	Reasonable suit	Direct translation	Redelijke zaak				

21.28	trial	Direct translation	proces				
21.40	But I'm taking this on its merits	Specification (addition)	Maar ik kijk naar de zaak op zich	Alternatief: Maar ik kijk naar de gegrondheid van de zaak.	0.5 pp (stylistic)		
21.43	Legitimate claim	Omission	-				
21.45	trial	Direct translation	proces				
24.57	Police report	Direct translation	politierapport				
26.00	Drug trafficking	Generalization (superordinate term)	Drugshandel				
26.32	Bail him out	Generalization (paraphrase)	Betaal z'n borgsom				
26.49	associate	Specification (addition)	Advocaat-stagiair				
29.47	Licensing deal	Generalization (superordinate term)	deal				
30.00	stake	Direct translation	aandelen				
30.39	Court will come to order	Generalization (paraphrase)	Zitting begint				
30.42	Opening statement	Substitution (cultural)	Steek maar van wal				
30.59	Owner-operator	Calque	Eigenaar-bestuurder				
31.18	trial	Direct translation	proces				
31.26	Statements	Specification (addition)	Openingsbetoog				
31.38	Objection	Direct translation	Protest	Alternatief: bezwaar. Is dit niet de algemeen geaccepteerde vertaling voor <i>objection</i> ?		2 pp (idiomaticity)	
31.39	Badgering	Generalization (paraphrase)	provocatie	Badgering wordt in Van den End getreiter genoemd, maar in dit geval is provocatie meer op zijn plek.			

31.40	Sustained	Direct translation	Toegewezen				
31.51	Call to the stand	Specification (addition)	Roep als getuige op				
32.16	Overruled	Direct translation	Afgewezen				
33.30	Take the fifth	Substitution (cultural)	Beroep op zwijgrecht				
33.33	Criminal case	Direct translation	Strafzaak				
33.40	Legal system	Direct translation	Rechtsstelsel				
34.09	Sidebar with opposing counsel	Specification (addition)	Met de tegenpartij overleggen				
34.15	settle	Direct translation	schik				
34.19	Take responsibility	Specification (addition)	Neemt de schuld op u				
34.23	Make whole	Substitution (cultural)	Schadeloos stellen				
34.27	Waive right to collect legal fees	Substitution (cultural)	Afzien van rechtmatige honorarium				
36.58	Kidnapping, extortion and drug dealing	Direct translation	Ontvoering, afpersing, drugshandel				
37.03	District attorney	Generalization (superordinate term)	Officier				
37.07	murder	Direct translation	moord				
37.12	Retainer agreement	Calque	retentieovereenkomst	Alternatief: voorschot. Het woord <i>retainer</i> komt vaker voor en een kijker wordt uit de afleveringen zelf niet wijzer wat <i>retainer</i> eigenlijk betekent. Daarom is zoiets als voorschot beter dan retentieovereenkomst.	1 pp (semantic)		



37.17	testify	Direct translation	getuigen				
37.33	Retainer agreement	Generalization (superordinate term)	overeenkomst				
37.36	attorney	Direct translation	advocaat				
37.43	agreement	Direct translation	overeenkomst				
38.19	Pled you down	Generalization (paraphrase)	Beperkt tot				
38.20	Misdemeanor	Generalization (superordinate term)	aanklacht				
38.22	Drunk and disorderly	Specification (addition)	Dronkenschap en ordeverstoring				
38.23	fine	Direct translation	boete				
84 entries					2.5 pp	4 pp	

**Suits S1E6**

<b>Time</b>	<b>Source text</b>	<b>Translation strategy</b>	<b>Target text</b>	<b>Notities/alternatieven</b>	<b>Functional equivalency</b>	<b>Adequacy</b>	<b>Readability</b>
0.15	Deal	Retention (complete)	Deal				
0.39	DA's office	Substitution (cultural)	OM				
0.56	Department of Justice	Substitution (cultural)	OM				
1.07	injunction	Specification (addition)	dwangbevel				
1.09	Parties	Direct translation	Partijen				
1.13	LSATs	Specification (completion)	Toelatingsexamen rechten				

1.38	Stock	Generalization (superordinate term)	Die				
1.45	Allegation	Direct translation	Beschuldiging				
2.00	Own accord	Generalization (superordinate term)	Eigenmachtig				
2.05	Department of Justice	Generalization (superordinate term)	Justitie				
2.06	DOJ	Generalization (superordinate term)	Justitie				
4.00	Convicted felons	Specification (addition)	Met een strafblad				
4.29	Paralegal	Generalization (superordinate term)	Assistent				
6.02	Burden of proof	Direct translation	Bewijslast				
6.03	Prosecution	Specification (addition)	OM				
6.49	Associate	Generalization (superordinate term)	Assistent	Alternatief: stagiair. Assistent klopt hier niet, want het wordt al gebruikt voor <i>paralegal</i> .	2 pp (semantic)		
6.58	World class felon	Substitution (cultural)	Topcrimineel				
7.08	Burden of proof	Direct translation	Bewijslast				
7.13	Charged	Direct translation	Aangeklaagd				
8.26	Department of Justice	Generalization (superordinate term)	Justitie				
8.37	Charged with insider trading	Direct translation	Aangeklaagd wegens handel met voorkennis				

8.51	withholding knowledge of the whereabouts of a known fugitive is a federal offense	Direct translation	Verzwijgen waar een voortvluchtige zich bevindt, is een strafbaar feit				
9.10	crime	Generalization (paraphrase)	strafbaar				
9.37	Scene of the crime	Direct translation	Plaats delict				
9.53	Stock	Direct translation	Aandelen				
9.58	Prove my innocence	Direct translation	Onschuld bewijzen				
10.42	Paralegal	Generalization (superordinate term)	Assistent				
12.12	Between associates	Generalization (superordinate term)	Assistenten	Alternatief: stagiaires. Nogmaals, assistent wordt al grotendeels gebruikt voor <i>paralegal</i> . Als het nu opeens voor <i>associate</i> wordt gebruikt, is dat verwarrend.	2 pp (semantic)		
12.45	First year associate	Specification (addition)	Eerstejaars stagiair				
13.18	mergers	Direct translation	Fusies				
13.38	Billables	Specification (addition)	Rendement				
14.29	Bought Lunardi	Specification (addition)	Aandelen kocht				
14.35	DOJ	Substitution (cultural)	Justitie				
14.48	DOJ	Substitution (cultural)	Justitie				
14.49	Above board	Specification (addition)	Te goeder trouw				
16.14	Immediate supervisor	Direct translation	Directe supervisor				

16.26	Investment tripled in value	Specification (addition)	Waarde van haar aandelen verdrievoudigde				
17.06	Stocks that are likely to have larger-than-expected volatility	Generalization (paraphrase)	Onverwachte grote stijgers en dalers				
17.31	trades	Generalization (superordinate term)	Transacties				
17.41	Proprietary information	Specification (addition)	Aan ons voorbehouden				
17.49	Attorney-client privilege	Generalization (superordinate term)	geheimhoudingsplicht	Verschoningsrecht			
17.52	Attorney-client privilege	Generalization (superordinate term)	geheimhoudingsplicht				
17.55	Corporate lawyers	Generalization (paraphrase)	Jullie				
18.59	trades	Generalization (superordinate term)	Transacties				
21.27	Law school	Generalization (paraphrase)	Rechten gaan studeren				
21.31	paralegal	Generalization (superordinate term)	Assistente				
22.00	malfeasance	Generalization (superordinate term)	Fraude	Malfeasance is volgens Van Den End "dienstvergreep", maar dit wordt meer in het kader van Defensie gebruikt. Het gaat in essentie om fraude, dus het is een goede ondertitel.			
22.10	Every trade	Generalization (superordinate term)	Alle transacties				
22.22	Australian market	Specification	Beurs in Australië				

		(addition)					
22.43	trades	Generalization (superordinate term)	Transacties				
25.05	trades	Generalization (superordinate term)	Transacties				
26.40	trades	Generalization (superordinate term)	Transacties				
27.11	trades	Generalization (superordinate term)	transacties				
28.09	paralegals	Generalization (superordinate term)	Assistenten				
28.11	associates	Specification (addition)	Stagiairs				
29.49	trades	Generalization (superordinate term)	Transacties				
29.54	stocks	Direct translation	aandelen				
30.08	DOJ	Substitution (cultural)	Justitie				
30.25	DOJ	Substitution (cultural)	Justitie				
30.55	trade	Generalization (superordinate term)	Transactie				
32.10	lawyer	Specification (addition)	Advocaat				
33.28	Insider trading	Generalization (superordinate term)	Beursfraude				
34.22	Civil suit	Direct translation	Civiele zaak				

34.26	FDA approval proceedings	Generalization (paraphrase)	Het verkrijgen van goedkeuring				
34.32	DOJ	Substitution (cultural)	Justitie				
35.09	lawyer	Specification (addition)	Advocaat				
35.20	Make a trade	Direct translation	Handelde				
35.27	trade	Generalization (superordinate term)	Transactie				
35.39	DOJ	Substitution (cultural)	Justitie				
35.40	stock	Direct translation	Aandeel				
35.56	lawyer	Specification (addition)	Advocaat				
36.15	hedge fund	Retention (TL adjusted)	Hedgofund				
36.18	Department of Justice	Substitution (cultural)	Justitie				
73 entries					4 pp		

**Suits S1E7**

<b>Time</b>	<b>Source text</b>	<b>Translation strategy</b>	<b>Target text</b>	<b>Notities/alternatieven</b>	<b>Functional equivalency</b>	<b>Adequacy</b>	<b>Readability</b>
0.43	Defense	Direct translation	verweer				
1.32	IPO	Generalization (superordinate term)	beursgang				
1.51	merger	Direct translation	fusie				
1.59	merger	Direct translation	fusie				

2.12	Another name on the mortgage	Generalization (superordinate term)	vennoot				
2.17	Handshake deal	Generalization (paraphrase)	Bezegeld met een handdruk				
2.31	Mock trial	Calque	Nepproces				
2.36	Make-believe trials	Generalization (paraphrase)	Gespeelde rechtszaken				
2.44	partners	Retention (complete)	partners				
3.09	Suing for wrongful termination	Direct translation	Spant een zaak aan wegens onrechtmatig ontslag				
3.18	Associates	Specification (addition)	Advocaat-stagiairs				
4.14	plaintiff	Direct translation	Eiseres				
4.16	Defendant	Direct translation	Gedaagde				
5.21	Mock trial	Calque	Nepproces				
5.37	trial	Direct translation	proces				
5.39	Mock trial	Calque	Nepproces				
5.40	trial	Direct translation	proces				
5.46	law	Direct translation	Het recht				
5.51	lawyer	Specification (addition)	Advocaat				
5.54	lawyer	Specification (addition)	Advocaat				
6.27	Do a cross	Specification (addition)	Bij een kruisverhoor				
6.48	Witness exhibit exchange	Omission	-	Alternatief: als je hier bent om over de getuigen te praten,... De ondertitel verschijnt hier al op scherm, terwijl de spreker dat nog	1 pp (semantic)		1 pp (segmentation)

				niet gezegd heeft.			
6.51	evidence	Direct translation	Bewijsstukken				
6.54	evidence	Direct translation	bewijsmateriaal				
6.56	settle	Direct translation	schikken				
6.59	plaintiff	Direct translation	eiseres				
7.00	Hearsay	Direct translation	Geruchten				
7.08	Beat me in court	Specification (addition)	Win deze zaak				
7.25	settling	Direct translation	schikken				
7.34	Candyland court	Generalization (superordinate term)	Fantasieproces				
7.53	Lawyer commando	Specification (addition)	Geen advocaten				
8.45	Practice real law	Generalization (paraphrase)	Bij echte rechtszaken				
8.49	merger	Direct translation	fusie				
9.13	Preliminary proposal	Generalization (superordinate term)	voorstel				
9.23	Senior partner	Retention (complete)	Senior partner	Alternatief: vennoot. Korter en geeft beter de strekking weer van wat een senior partner is, maar het is geen ramp.	0.5 pp (stylistic)	0.5 pp (idiomaticity)	
9.42	Hotel merger	Calque	hotelfusie				
9.53	Due diligence	Specification (addition)	Boekenonderzoek				
10.24	plaintiff	Direct translation	eiseres				
10.42	Mock trial legend	Calque	Nepproceslegende				



10.48	Is the counsel ready to proceed with opening statements?	Generalization (paraphrase)	Bent u zover?				
10.52	Settlement agreement	Generalization (superordinate term)	schikkingsvoorstel				
10.53	plaintiff	Specification (addition)	Eisende partij				
10.56	counselor	Omission	-				
10.59	Counsel for the plaintiff and I	Generalization (superordinate term)	we				
11.00	settlement	Direct translation	schikking				
11.05	Signed agreement	Generalization (paraphrase)	Op schrift				
11.51	Defense	Direct translation	Verdediging				
11.57	According to Bowmaster V. Whitely, if the party to a settlement is surprised by the repudiation of the settlement	Generalization (paraphrase)	Als de partij wordt verrast door de afwijzing van een schikking				
12.02	then the court must provide a reasonable amount of time to prepare for the trial.	Generalization (paraphrase)	Moet de rechtbank een redelijke voorbereidingstijd toestaan				
12.47	Private books	Generalization (superordinate term)	Onze boeken				
12.48	Signed deal	Specification (addition)	Getekend contract				
12.59	Due diligence	Specification	boekenonderzoek				

		(addition)					
13.17	Private books	Generalization (superordinate term)	Boeken				
13.48	Watch your false accusations	Generalization (paraphrase)	Pas maar op				
13.49	Sue you for defamation	Generalization (superordinate term)	Aanklaag wegens smaad				
13.58	Counter sue	Generalization (superordinate term)	tegeneis				
13.59	On what grounds	Direct translation	Op welke gronden				
14.02	Defamation of character	Generalization (superordinate term)	Smaad				
14.10	defamation	Generalization (superordinate term)	smaad				
14.12	statements	Direct translation	verklaringen				
14.20	Counter suit is allowed	Generalization (superordinate term)	Toegewezen				
14.28	The defense should've filed counterclaims before the trial began	Generalization (paraphrase)	Hij had de tegeneis moeten indienen voor aanvang van het proces				
14.34	Associates	Specification (addition)	Stagiairs				
14.39	addendum	Retention (complete)	Addendum				
14.49	Defamation trial	Specification (addition)	Proces wegens smaad				
15.28	Type up the deal points	Generalization (paraphrase)	Type het akkoord uit				

15.31	books	Direct translation	boeken				
15.43	settle	Direct translation	schikken				
15.54	Fake witness	Calque	Nepgetuige				
15.56	Fake trial	Calque	Nepzaak				
15.59	witnesses	Direct translation	Getuigen				
16.06	Recant	Generalization (paraphrase)	Bedenken zich				
16.09	Mock trial	Generalization (superordinate term)	Hier				
16.10	lawyer	Specification (addition)	Advocaat				
16.18	witness	Direct translation	Getuige				
16.44	Proofed that final agreement on the hotel merger	Generalization (paraphrase)	Fusieakkoord doorgelezen				
17.25	witness	Direct translation	getuige				
19.56	terms	Generalization (superordinate term)	Overall				
20.21	witness	Direct translation	Getuige				
20.32	Trial	Direct translation	Proces				
20.48	Court room	Direct translation	Rechtszaal				
23.00	Lawyer look	Calque	Advocatenblik				
23.05	Post-mock trial	Calque	Na het nepproces				
23.09	Second circuit, court of appeals, class action	Generalization (paraphrase)	Het gerechtshof, die groepsvordering				
23.15	Dempsey-	Direct	Dempsey-schikking				

	settlement	translation					
23.51	bankrupt	Direct translation	Failliet				
24.14	Steady stream stock buying	Specification (addition)	Koopt gestaag aandelen op				
24.18	Hostile takeover	Direct translation	Vijandelijke overname				
24.21	merger	Direct translation	Fusie				
24.24	Private books	Generalization (superordinate term)	boeken				
27.44	defense	Direct translation	verdediging				
27.47	Publicly defame	Generalization (paraphrase)	Bewust heeft geïmiteerd				
28.58	objection	Direct translation	protest	Alternatief: bezwaar		2 pp (idiomaticity)	
29.06	damage	Direct translation	Schade				
29.32	Defendant	Direct translation	Gedaagde				
31.10	merger	Direct translation	Fusie				
31.53	merger	Direct translation	fusie				
32.47	Objection	Direct translation	protest	Alternatief: bezwaar		2 pp (idiomaticity)	
33.59	settlement	Direct translation	Schikking				
34.01	settle	Direct translation	schikken				
34.10	settlement	Direct translation	schikken				
34.20	Counselor	Direct translation	Raadsman				
34.49	Closing statements	Specification	Slotpleidooi				

		(addition)					
34.57	Court rules in favor of the defendant	Direct translation	De gedaagde wordt in het gelijk gesteld				
35.00	Court is adjourned	Generalization (superordinate term)	Zitting gesloten				
35.53	merger	Direct translation	Fusie				
35.59	merge	Direct translation	fusie				
36.09	merger	Direct translation	fusie				
36.20	lawyers	Specification (addition)	Advocaten				
36.31	deal	Retention (complete)	Deal				
36.53	deal	Retention (complete)	deal				
37.15	associates	Specification (addition)	Stagiairs				
37.30	Fake trial	Calque	Nepproces				
37.50	lawyer	Specification (addition)	Advocaat				
39.03	You were head of Law Review, you clerked for a supreme court judge	Generalization (paraphrase)	Je hebt voor de opperrechter gewerkt				
115 entries					1.5 pp	4.5 pp	1 pp

**Suits S1E8**

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Adequacy	Readability
0.41	interest	Direct translation	Rente				

0.44	solvency	Direct translation	Solvabiliteit				
1.43	trial	Direct translation	proces				
1.59	Board of directors	Generalization (superordinate term)	Directie				
2.07	Clarity Drilling IPO	Generalization (superordinate term)	Spullen van Clarity Drilling	Alternatief: beursgang van Clarity Drilling. Eerder al beursgang gebruikt en geeft beter weer wat er wordt gezegd.	1 pp (semantic)		
2.24	Deposing Elliot Perkins	Direct translation	Elliot Perkins getuigt				
3.22	We have a deposition	Generalization (paraphrase)	Perkins zit te wachten	Alternatief: er is een verhoor. De spreker zegt veel eerder iets over Perkins, maar er wordt pas in deze ondertitel iets over Perkins gezegd zonder wat te zeggen over de <i>deposition</i> . Het is storend.	2 pp (semantic)		1 pp (segmentation)
4.24	Leading this deposition	Generalization (paraphrase)	Heeft de leiding				
4.52	Embezzled	Direct translation	Verduisterd				
4.55	General counsel	Omission	-				
4.57	Penalties of perjury	Direct translation	Straf voor meineed				
5.05	That transaction was legitimate	Direct translation	Dat was een legitieme transactie				
5.15	Transaction	Direct translation	Transactie				
5.25	deposition	Generalization (superordinate term)	verhoor				
7.51	Harvey blew off the deposition	Omission	-	Alternatief: Harvey kwam niet opdagen. De vertaling van de volgende zinsgedeelte kwam al in beeld, terwijl dat nog niet gezegd werd. Er was dus tijd voor deze			1 pp (segmentation)

				ondertitel.			
8.08	Deposing	Specification (addition)	Onder druk zetten	Alternatief: verhoren	1 pp (semantic)		
10.36	Push up the trial	Generalization (paraphrase)	Proces vervroegen				
10.39	Cultivate a witness	Generalization (paraphrase)	Getuige hebben				
10.45	hearsay	Generalization (paraphrase)	Uit de tweede hand	Alternatief: van horen zeggen.	1 pp (semantic)	0.5 pp (idiomaticity)	
11.01	witness	Direct translation	getuige				
11.34	lawyer	Direct translation	Jurist				
11.42	Forging a government document	Specification (addition)	Vervalsen van een rijbewijs				
12.50	The EPA fines were a slap on the wrist	Omission	-	De ondertitel was al in beeld, terwijl er niks van wat er werd gezegd vertaald werd.			1 pp (segmentation)
12.53	settlement	Direct translation	schikking				
12.58	crime	Direct translation	misdrijf				
13.05	IPO	Generalization (superordinate term)	beursgang				
13.18	Estates of relatives who passed away	Generalization (superordinate term)	vermogens	Alternatief: nalatenschap. Iemand die overlijdt, laat een nalatenschap na.	1 pp (semantic)	1 pp (idiomaticity)	
13.20	holding	Retention (complete)	holding	Alternatief: bedrijf. Het is in dit geval verder niet relevant dat het om een holding gaat. Bedrijf was genoeg geweest.	0.5 pp (semantic)		
13.32	attorney	Direct translation	advocaat				
13.52	Extradition agreement	Direct translation	uitleveringsverdrag				

14.15	Trusts you to manage a \$150 million endowment	Generalization (paraphrase)	Had jullie 150 miljoen dollar toevertrouwd				
14.20	Settlement	Direct translation	schikking				
14.28	investments	Direct translation	Beleggen				
14.31	Treasury bills	Generalization (superordinate term)	Staatsobligaties				
14.49	The money your firm embezzled is still out there	Generalization (paraphrase)	Het verduisterde geld is spoorloos.				
14.58	A bridge loan means she's desperate	Generalization (paraphrase)	Ze gaat bijna kopje onder				
15.49	settle	Direct translation	schikken				
15.56	Go to trial	Specification (addition)	De zaak komt voor de rechter				
15.58	Jury awards us a settlement	Direct translation	De jury wijst ons een schikking toe				
16.00	Mazlo appeals that	Direct translation	Mazlo gaat in beroep				
16.13	Forgo usual fee	Specification (addition)	Zien we van ons honorarium af				
18.32	Negotiated a payout that was more than generous	Generalization (paraphrase)	Royaal gecompenseerd				
19.30	conspirator	Generalization (superordinate term)	Medeplichtig				
19.31	I'm not turning my daughter into the police	Generalization (superordinate term)	Ik ga haar niet aangeven				
20.13	I work for a charitable	Generalization (superordinate)	Ik werk voor een stichting	Alternatief: Ik werk voor een goed doel. Stichting doet meer denken	1 pp (semantic)	0.5 (idiomaticity)	



	organization	term)		aan de bedrijfsvorm, terwijl de nadruk moet liggen op het feit dat het een goed doel is, waarvan geld is gestolen.			
21.17	Deposing the widow	Specification (addition)	Vragen of de weduwe wil getuigen				
21.25	Potential witness	Direct translation	Potentiele getuige				
21.42	witness	Direct translation	getuige				
22.11	CEO	Generalization (superordinate term)	directeur	Eerder vertaald met ceo door gebrek aan ruimte			
22.22	lawyer	Specification (addition)	Advocaat				
24.47	Testify in open court	Generalization (paraphrase)	Voor de rechter getuigen				
24.52	I assume you documented his malfeasance	Generalization (paraphrase)	Heb je documenten bij je?	Alternatief: Heb je bewijs van zijn fraude? De ondertitel is te algemeen geworden.	2 pp (semantic)		
25.24	Attorney	Direct translation	Advocaat				
25.33	Lawyer	Specification (addition)	advocaat				
26.00	lawyer	Specification (addition)	Advocaat				
26.02	Legal problem	Direct translation	Juridisch probleem				
26.31	laundering	Direct translation	witwassen				
26.39	What kinda settlement are you looking for?	Generalization (paraphrase)	Wat vragen jullie?				
26.41	One that includes punitive damages.	Specification (addition)	Een flinke vergoeding.	Alternatief: Een (schikking) waar een schadevergoeding in voor komt. Vergoeding en schadevergoeding zijn niet hetzelfde.	1 pp (semantic)		

26.49	testify	Direct translation	getuigen				
27.18	Penalties for perjury	Direct translation	Straf voor meeneed				
27.20	Penalty for bribing a witness	Generalization (paraphrase)	De straf voor het omkopen van een getuige				
27.29	Take our settlement offer	Direct translation	Ons aanbod aanneemt				
27.32	Revised settlement offer	Generalization (superordinate term)	Aangepaste aanbod				
27.50	witness	Direct translation	Getuige				
28.02	witness	Direct translation	Getuige				
28.05	bribe	Generalization (superordinate term)	omkopen				
28.37	Waived fee	Omission	-				
28.40	Go to trial	Generalization (paraphrase)	Een zaak komen				
29.27	Pull the trigger	Specification (addition)	Aangifte doen				
29.51	Endowment	Generalization (superordinate term)	Geld				
29.57	Subpoena	Generalization (superordinate term)	Opvragen				
32.21	Doesn't respond to subpoenas	Direct translation	Reageert niet op gerechtelijke bevelen				
32.37	Financial crime	Direct translation	Financiële misdrijven				
35.44	Capitulating to subpoenas	Direct translation	Geven toe aan gerechtelijke bevelen				
35.51	Expose to federal	Specification	FBI mag rekeningen				

	scrutiny	(addition)	inzien				
36.08	Person who embezzles money	Generalization (superordinate term)	Fraudeur				
37.23	Lucille Jackson's endowment fund	Generalization (paraphrase)	Dat Lucille Jackson kwijt is				
37.56	This isn't a deposition	Calque	Dit is geen depositie	Alternatief: Dit is geen verhoor. Deposition is eerder met verhoor of verklaring vertaald. Depositie op zich betekent voor een doorsnee persoon niet veel.		1 pp (idiomaticity)	
38.00	Deposition	Generalization (superordinate term)	verklaring				
38.01	trial	Specification (addition)	Bij de rechter				
38.28	Criminal prosecution	Generalization (superordinate term)	Strafvervolging				
41.30	Party to a crime	Specification (addition)	Medeplichtig aan een misdrijf				
83 entries					10.5 pp	3 pp	3 pp

**Suits S1E9**

<b>Time</b>	<b>Source text</b>	<b>Translation strategy</b>	<b>Target text</b>	<b>Notities/alternatieven</b>	<b>Functional equivalency</b>	<b>Adequacy</b>	<b>Readability</b>
0.47	Take you to the deposition	Generalization (paraphrase)	nemen uw verklaring				
1.12	Emerson Petroleum-deposition	Generalization (superordinate term)	Emerson-zaak				
2.38	plaintiffs	Direct translation	Eisers				
3.47	Frivolous lawsuit	Specification (addition)	Ongegronde aanklacht				

5.48	Lead plaintiff	Direct translation	hoofdeiser				
5.52	settlement	Direct translation	Schikken				
6.14	Postpone the rest of the depositions	Generalization (paraphrase)	We stoppen ermee, voor vandaag				
6.16	plaintiffs	Direct translation	Eisers				
9.28	Perpetrator	Direct translation	dader				
10.41	Class action lawsuits	Substitution (cultural)	Collectieve schadeclaims				
10.55	Court records	Specification (addition)	Rechtbankdossiers				
11.29	plaintiffs	Direct translation	eisers				
12.11	lawyer	Specification (addition)	Advocaat				
12.53	Galusska-briefs	Calque	Galusska-instructies	Alternatief: pleitnota's. Het gaat niet om instructies. Eerder vertaald met resumés.	2 pp (semantic)		
14.38	Prove it	Direct translation	Bewijzen				
14.39	Proving anything	Direct translation	De bewijzen				
14.54	court	Specification (addition)	Rechtszaal				
14.57	Settle	Direct translation	Schikken				
15.59	Settlement offer	Generalization (superordinate term)	aanbod	schikkingsvoorstel eerst			
16.05	Arrest for public intoxication	Generalization (superordinate term)	Opgepakt wegens dronkenschap				
16.07	shoplifting	Direct translation	Winkeldiefstal				

16.09	Criminal intimidation	Generalization (superordinate term)	Intimidatie				
19.20	Stack of briefs	Generalization (superordinate term)	Wat papieren				
19.45	Sue	Direct translation	Klaag aan				
20.57	plaintiffs	Direct translation	Eisers				
21.14	plaintiffs	Direct translation	Eisers				
21.57	Fifth-year paralegal	Generalization (superordinate term)	Iemand met vijf jaar ervaring	Alternatief: assistente met vijf jaar ervaring. <i>Paralegal</i> is eerder vertaald met assistente en het gaat niet zomaar om iemand. In dit geval is het juist belangrijk om het verschil te weten tussen een <i>associate</i> en <i>paralegal</i> .	1 pp (semantic)		
21.59	First-year associate	Specification (addition)	Stagiair				
23.11	in a breach of contract litigation	Generalization (paraphrase)	Midden in een zaak				
25.23	Every plaintiff	Direct translation	Alle eisers				
25.33	plaintiffs	Direct translation	Eisers				
25.36	Criminal intimidation	Generalization (superordinate term)	Intimidatie				
25.39	settle	Direct translation	schikken				
26.06	Settlement offer	Generalization (superordinate term)	Aanbod doen	Alternatief: schikking. In alle andere aflevering grotendeels als schikking vertaald. Zo'n plotselinge verandering valt op en ondertitels zouden niet zo de aandacht moeten trekken.	0.5 pp (stylistic)		

26.55	settlement	Generalization (superordinate term)	aanbod	Alternatief: schikking. In alle andere aflevering grotendeels als schikking vertaald. Zo'n verandering valt op.	0.5 pp (stylistic)		
27.39	Settlement offer	Generalization (superordinate term)	Aanbod	Alternatief: schikking. In alle andere aflevering grotendeels als schikking vertaald. Zo'n verandering valt op.	0.5 pp (stylistic)		
28.04	plaintiffs	Direct translation	Eisers				
28.15	plaintiffs	Direct translation	eisers				
28.16	Against a future jury award	Omission	-				
28.28	Collateral	Direct translation	Onderpand				
30.29	Your client	Specification (addition)	Je eisers				
30.31	Without a warrant this recording is inadmissible	Generalization (paraphrase)	Dat dit bewijs niet toelaatbaar is				
30.35	testify	Direct translation	Verklaart				
30.45	Commit perjury	Direct translation	Pleeg meeneed				
32.07	plaintiffs	Direct translation	eisers				
36.32	plaintiffs	Direct translation	eisers				
36.33	settlement	Direct translation	schikking				
36.42	Plaintiffs	Direct translation	eisers				
37.22	Not admissible	Direct translation	Ontoelaatbaar				
37.24	warrant	Specification (addition)	Gerechtigd bevel	Is <i>subpoena</i> hetzelfde als warrant?			

37.32	Affidavit	Generalization (superordinate term)	Verklaring	Beëdigde verklaring			
37.33	court	Direct translation	rechtbank				
37.39	Perjure yourself	Direct translation	Meineed plegen				
37.49	Power of attorney	Substitution (cultural)	Gevolmachtigde				
37.51	Accept settlement	Generalization (superordinate term)	Accepteer voorstel	Alternatief: schikking. Omdat het eerder zo vaak met schikking is vertaald.	0.5 pp (stylistic)		
37.53	plaintiff	Direct translation	eiser				
38.40	Submitting affidavit	Generalization (paraphrase)	Verklaring opsturen				
41.13	File a law suit	Generalization (paraphrase)	Dien een aanklacht in				
58 entries					5 pp		

**Suits S1E10**

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Adequacy	Readability
1.50	Senior VPs	Generalization (superordinate term)	vicevoorzitter				
3.03	lawyers	Specification (addition)	advocaten				
3.58	Senior vice president	Calque	Senior vicevoorzitter				
4.05	Conflict of interest waiver	Generalization (superordinate term)	Verklaring over belangenverstremgeling	Alternatief: vrijwaring belangenverstremgeling. Vrijwaring is al gebruikt voor <i>wavier</i> . De kijker is er bekend mee en als ondertitel wordt het	0.5 pp (stylistic)		

				juridische karakter behouden.			
4.07	The law	Direct translation	De wet				
4.11	Company charter	? Generalization (superordinate term)	Policyverklaring	Alternatief: statuten (Van den End). Policyverklaring wordt vaak gebruikt op websites als het gaat om privacy. Dit klopt helemaal niet in deze context.	2 pp (semantic)		
4.13	Original employment contract	Generalization (superordinate term)	Contract				
4.17	Cooked the books	Specification (addition)	Met de boeken geknoeid				
4.24	Senior VP	Generalization (superordinate term)	Vicevoorzitter				
5.02	Severance quotes	Specification (addition)	ontslagvergoeding				
8.11	Smoking gun	Specification (addition)	Doorslaggevende bewijs				
9.42	Background check	Direct translation	Achtergrondonderzoek				
10.05	Subpoena	Direct translation	Dagvaarding	Eerder vertaald met bevel			
11.52	audit	Retention (TL adjusted)	Audit				
12.09	You lied about passing the CPA exam	Generalization (paraphrase)	Je bent geen registeraccountant				
12.28	Committing fraud	Direct translation	Fraudeert				
12.30	liability	Direct translation	Aansprakelijkheid				
14.18	associate	Specification (addition)	Advocaat-stagiair				
14.27	proof	Direct translation	bewijs				



14.47	CEO	Retention (TL adjusted)	ceo	In verband met ruimte weer met ceo			
15.03	Confidentiality agreement	Calque	Vertrouwelijkheidsclausule	Alternatief: geheimhoudingsovereenkomst. Vertrouwelijkheidsclausule is te letterlijk vertaald en het betekent niet veel.	2 pp (semantic)		
15.11	signs the severance package and the confidentiality agreement	Generalization (paraphrase)	Pakket inclusief die clause vandaag tekent				
16.01	Associate	Specification (addition)	Advocaat-stagiair				
16.37	Filed a wrongful termination suit	Generalization (paraphrase)	Vocht haar ontslag aan				
17.20	lawyer	Specification (addition)	Advocaat				
17.48	lawyer	Specification (addition)	Advocaat				
18.09	It's a lawsuit	Generalization (paraphrase)	Ik sleep je voor de rechter				
18.18	audits	Retention (TL adjusted)	audits				
18.20	fraud	Direct translation	fraude				
18.28	Any expenses incurred to mitigate the damage you've done	Generalization (paraphrase)	Eventuele kosten om de aangerichte schade te compenseren				
18.34	Bankrupt	Direct translation	Failliet				
18.52	The lawsuit	Specification (addition)	Aanklagen				
19.28	evidence	Direct translation	Bewijs				
19.33	lawyer	Specification (addition)	Advocaat				

19.43	Confidentiality clause in the settlement	Calque	Vertrouwelijkheidsclausule in de regeling	Alternatief: geheimhoudingsclausule in de schikking.	2 pp (semantic)		
19.50	Lawyers	Specification (addition)	Advocaten				
20.11	lawyers	Specification (addition)	Advocaten				
20.43	associate	Specification (addition)	Advocaat-stagiair				
21.15	Severance papers	Generalization (superordinate term)	regeling	Alternatief: ontslagpapieren. Het woord regeling wordt ook in andere contexten vaak gebruikt. In dit geval klopt ontslagpapieren idiomatisch gezien meer dan regeling.		1 pp (idiomaticity)	
23.39	Public exposure	Specification (addition)	Wildplassen				
23.46	Five minute recess	Specification (addition)	Schorsen vijf minuten	Schorsen is specifiekere dan <i>recess</i> (pauze)			
24.07	Sealed court documents	Generalization (superordinate term)	gerechtshandelingen				
24.20	chambers	Generalization (superordinate term)	Kamer	Eigenlijk raadkamer			
24.40	associates	Specification (addition)	Advocaat-stagiairs				
25.19	Subsidiary	Direct translation	dochteronderneming				
25.21	Wrongful termination suit	Generalization (paraphrase)	Ze vocht haar ontslag aan				
25.43	They filed for dissolution	Specification (addition)	Het bedrijf wordt opgeheven				
26.06	lawyer	Specification (addition)	advocaat				
26.57	Filing briefs	Generalization (superordinate term)	Verklaringen opbergen	Alternatief: Pleitnota's. <i>Briefs</i> was eerder resumés en instructies, maar ook verklaringen dekt niet	1.5 pp (semantic)		

				de strekking van <i>briefs</i> .			
27.47	Level a charge of extortion	Generalization (paraphrase)	Beschuldig van afpersing				
27.48	hearsay	Direct translation	Van horen zeggen				
29.06	evidence	Direct translation	Bewijs				
29.12	Shelf company	Calque	Een bedrijf van de plank				
29.22	Shell company	Specification (addition)	Lege vennootschap				
30.01	Legal precedent	Direct translation	Precedent				
30.03	Subpoena those records	Generalization (paraphrase)	Die documenten kunnen opeisen				
31.06	Restraining order	Direct translation	contactverbod				
33.16	With the party of the third part, hereto referred to as Norton LLC...	Generalization (paraphrase)	Aan de derde partij zal worden gerefereerd als Norton LLC...				
33.21	Not subject to any claim that might reasonably be anticipated...	Generalization (paraphrase)	Er is geen geding hangende dat zou kunnen leiden				
33.26	we acknowledge that such appointment is irrevocable and shall be deemed...	Generalization (paraphrase)	Zo'n afspraak is <b>onherroepbaar</b> en moet worden gezien als...	Alternatief: Zo'n afspraak is onherroepelijk en moet worden gezien als... Onherroepbaar is geen woord, dus dit is wel een ernstige fout.		2 pp (grammar/spelling)	
33.30	lawfully invested with the power to make such contracts	Generalization (paraphrase)	...het recht heeft zo'n contract op te stellen...				
33.33	or to perform acts from which can be lawfully implied.	Generalization (paraphrase)	Of door handelen aangeeft dat dat kan worden geïmpliceerd.				
37.32	Attorney-client	Generalization	Vertrouwelijkheidsclaus	Verschoningsrecht, zou eerder			

	privilege	(superordinate term)	ule	geheimhoudingsplicht kiezen, maar niet vertrouwelijkheidsclausule			
63 entries					8 pp	3 pp	

**Suits S1E11**

Time	Source text	Translation strategy	Target text	Notities/alternatieven	Functional equivalency	Adequacy	Readability
2.26	District attorney	Substitution (cultural)	Officier van justitie				
2.28	associate	Specification (addition)	Advocaat-stagiair				
2.34	associate	Specification (addition)	Advocaat-stagiair				
2.36	ADA	Substitution (cultural)	hulpofficier	ADA is assistant district attorney.			
2.41	court	Generalization (superordinate term)	rechtbank				
3.24	expediting	Specification (addition)	Het snelle afhandelen				
3.38	prosecutor	Specification (addition)	Openbaar aanklager				
3.42	DA's office	Omission	-				
3.46	The DA	Omission	-				
3.48	ADA	Substitution (cultural)	Hulpofficier				
3.53	Prosecutor	omission	-				
4.25	Prosecutor of record	Generalization (paraphrase)	Grote aanklager				
5.54	His estate, ten companies, ...	Generalization (paraphrase)	Tien bedrijven				
6.01	Divide the assets	Specification (addition)	De erfenis verdelen				
6.06	Structured the will	Omission	-				

6.09	parties	Direct translation	Partijen				
6.19	Contract work	Generalization (superordinate term)	Gewerkt				
7.24	will	Direct translation	Testament				
8.55	DA's office	Substitution (cultural)	OM				
9.35	Independent valuations	Generalization (superordinate term)	Onafhankelijk advies	Alternatief: onafhankelijke taxatie.		0.5 pp (idiomaticity)	
10.03	Independent valuations	Generalization (superordinate term)	Onafhankelijk advies				
11.25	Attorney general's office	Substitution (cultural)	Werkt voor de procureur-generaal				
11.55	Attorney general	Substitution (cultural)	Procureur-generaal				
11.57	Allegations	Omission	-				
11.58	Buried evidence	Specification (addition)	Bewijsmateriaal liet verdwijnen				
11.59	To get convictions	Omission	-				
12.19	Subpoenaed to testify before a grand jury	Generalization (paraphrase)	Dagvaarden om te getuigen				
13.48	settle	Direct translation	Tref een schikking				
13.50	If this goes to court	Generalization (superordinate term)	Als dit een zaak wordt				
14.01	Won't perjure myself	Direct translation	Pleeg ik geen meened				
14.26	Subpoena	Direct translation	Dagvaarding				
15.02	Growing asset	Specification (addition)	Groeiend bedrijf				
15.24	proposal	Direct	Voorstel				

		translation					
15.28	Deal	Retention (complete)	deal				
16.38	Division of assets	Direct translation	Het verdelen van de bezittingen				
17.25	Counter proposal	Direct translation	Tegenvoorstel				
17.56	Legally required	Generalization (superordinate term)	Moet				
17.58	Bring me up on ethics charges	Generalization (paraphrase)	Klaag me maar aan				
18.21	Fair and equitable settlement	Generalization (paraphrase)	Eerlijk verdelen				
18.31	Join the negotiations	Generalization (paraphrase)	Moet onderhandelen				
18.37	DA's office	Substitution (cultural)	OM				
18.57	I caught him burying a key piece of evidence he was obligated to turn over	Generalization (paraphrase)	Hij hield bewijsmateriaal achter dat hij moest afgeven.				
19.00	The defense	Direct translation	De verdediging				
19.01	Let him walk	Specification (addition)	Hem ermee vrijpleiten				
19.07	Obligated to report	Generalization (paraphrase)	Had moeten aangeven				
19.22	Represent you at this deposition	Generalization (superordinate term)	Vertegenwoordig je				
19.25	Keep you from talking	Specification (addition)	Voorkomen dat je moet getuigen				
19.34	Public servant	Direct translation	ambtenaar				
20.39	lawyers	Specification (addition)	Advocaten				

20.43	Mock trial	Omission	-				
22.57	Assistant district attorney	Generalization (superordinate term)	Hulpofficier				
23.05	District attorney	Substitution (cultural)	Officier van justitie				
23.14	judge	Direct translation	rechter				
23.19	Deposing him on the stand	Omission	-				
23.22	Deposing him here	Omission	-				
23.25	Evidence is brought forward at trial	Generalization (paraphrase)	Als het tot een rechtszaak komt				
23.27	You're not getting to trial	Generalization (paraphrase)	Het komt niet tot een rechtszaak				
23.30	If your client doesn't perjure himself	Direct translation	Als hij nu geen meeneed pleegt				
23.40	counselor	Direct translation	raadvrouw				
24.11	Use trial experience	Specification (addition)	Ervaring opdoen in de rechtbank				
24.20	Outrageous settlements	Generalization (paraphrase)	Idiote schikkingen				
24.30	He knows that laws have been broken and he has an obligation to report it	Generalization (paraphrase)	Hij is verplicht om wetsovertredingen te melden.				
24.34	Attorney general	Substitution (cultural)	Procureur-generaal				
24.37	Broad mandate	Generalization (paraphrase)	Alle vrijheid				
24.47	In your capacity as assistant district attorney in the county of New York,	Generalization (paraphrase)	Tijdens uw werk als hulpofficier in New York...				
24.50	did you knowingly suppress evidence in	Generalization (paraphrase)	Hebt u toen bewijsmateriaal				

	violation of the A.V.A. Rules of Conduct,		achtergehouden, tegen de regels in...				
24.55	the N.D.A.A. Standards, and the New York State Bar Rule 8.4, section c?	Calque	Volgens de eisen van NDWA en de New York State Bar Rule 8.4 sectie C?				
25.00	My client would like to exercise his fifth amendment rights at this time.	Direct translation	Mijn client beroept zich op het vijfde amendement.	Alternatief: beroept zich op zijn zwijgrecht. <i>The fifth amendment</i> is tot dit punt niet op deze manier voorgekomen. Het zou misschien handiger zijn om de eerste keer voor een cultural substitution te kiezen en in het vervolg dan wel het vijfde amendement.		1 pp (idiomaticity)	
25.12	Settlement	Direct translation	Schikking				
27.25	Case against him	Specification (addition)	Bewijs tegen hem				
27.29	Coerced confessions, testimony buried	Direct translation	Afgedwongen bekentenissen, verdwenen getuigenissen				
27.36	Circumstantial	Specification (addition)	Indirect bewijs				
27.48	Not testifying	Direct translation	Getuig niet				
28.21	I'll have you disbarred	Substitution (cultural)	Laat ik je uit je ambt zetten				
29.39	Some DA you've never even mentioned	Generalization (paraphrase)	Met een officier				
29.50	Evidence tampering	Generalization (paraphrase)	Geknoei met bewijzen				
29.52	testify	Direct translation	getuigen				
29.55	Face charges	Direct translation	Aangeklaagd worden				
29.59	You could be	Substitution	Kun je van het tableau	Wist nooit dat er een uitdrukking			



	disbarred?	(cultural)	geschrappt worden?	bestaat die zo dicht bij <i>disbarred</i> komt. Juridisch bestaande uitdrukking.			
30.07	Evidence tampering	Generalization (paraphrase)	Knoeien met bewijzen				
30.13	Unbiased judge	Direct translation	Niet-bevooroordeelde rechter				
30.16	Court room with a grand jury	Generalization (paraphrase)	Rechtszaal met een jury				
30.21	testify	Direct translation	Getuigen				
30.40	proposal	Direct translation	Voorstel				
31.34	Buried evidence	Specification (addition)	Bewijs vernietigd				
31.55	Reasonable doubt	Direct translation	Gerede twijfel	Alternatief: redelijke twijfel. Gerede twijfel is ook een bestaande uitdrukking maar op rechtspraak.nl, een website met uitspraken, wordt in plaats van gerede twijfel vaker redelijke twijfel gebruikt. De voorkeur ligt dus dan ook bij redelijke twijfel, maar gerede twijfel is niet fout.		0.5 pp (idiomaticity)	
32.09	DA	Generalization (superordinate term)	officier				
32.32	Make a deal	Generalization (paraphrase)	Sluit een afspraak				
32.34	DA	Generalization (superordinate term)	Officier				
33.00	Make a deal	Direct translation	Sluit een deal				
33.35	Convinced my client to settle	Generalization (paraphrase)	Vandaar de schikking				
34.07	Happy with the deal?	Generalization (paraphrase)	Tevreden met de regeling?	Waarom soms deal met deal en soms deal met regeling	0.5 pp (stylistic)		

35.12	Sales offer	Direct translation	Verkoopaanbod				
35.21	Lawyers	Specification (addition)	Advocaten				
39.25	paralegal	Generalization (superordinate term)	Assistente				
39.52	deal	Retention (complete)	deal				
40.05	Attorney general	Substitution (cultural)	Procureur-generaal				
40.09	deal	Retention (complete)	Deal				
40.14	Proof	Direct translation	Bewijs				
40.19	proof	Direct translation	Bewijs				
40.25	deal	Retention (complete)	Deal				
40.51	testify	Direct translation	Getuigen				
40.57	deal	Retention (complete)	Deal				
41.01	deal	Retention (complete)	Deal				
41.35	Buried the evidence	Specification (addition)	Het bewijs achtergehouden				
41.40	Overturn *(a sentence)	Calque	Terug te draaien				
106 entries					0.5 pp	2 pp	

**Suits S1E12**

<b>Time</b>	<b>Source text</b>	<b>Translation strategy</b>	<b>Target text</b>	<b>Notities/alternatieven</b>	<b>Functional equivalency</b>	<b>Adequacy</b>	<b>Readability</b>
3.26	prosecutor	Direct translation	aanklager				
3.56	Extend my sentence	Specification (addition)	Strafvermeerdering				
4.33	record	Specification (addition)	Strafblad				
5.15	prosecutor	Direct translation	Aanklager				
5.19	Let me represent you	Specification (addition)	Ik wil jouw verdediging doen				
6.53	Turn in these two other guys for selling coke	Generalization (paraphrase)	Die twee zou aangeven wegens cokehandel				
8.43	Basis for getting him out	Generalization (superordinate term)	verweer				
8.45	Prosecutorial misconduct	Generalization (superordinate term)	Wanprestatie				
8.46	Buried evidence	Specification (addition)	Achterhouden van bewijsmateriaal				
8.47	Precedents to overturn	Generalization (paraphrase)	Precedenten zoeken				
8.53	Former DA's cases	Substitution (cultural)	Oude zaken van de officier				
9.16	New district-attorney	Substitution (cultural)	Nieuwe officier van justitie				
9.39	Let him out for time served	Generalization (paraphrase)	Straf verlagen tot de gezeten jaren				
9.44	Deal	Retention (complete)	Deal				
9.51	Other cases with improprieties that we'll be forced to cite	Generalization (paraphrase)	Andere zaken met onregelmatigheden die wij noemen bij een				

	if we have to file to reopen		herziening.				
10.14	Evidence was buried	Specification (addition)	Bewijs was achtergehouden				
10.17	Make your case	Generalization (paraphrase)	Zorg dat je een zaak hebt				
10.32	Send a message around your entire office	Specification (addition)	Dan is de boodschap aan het OM				
10.38	The law	Direct translation	Het recht				
11.22	Quit the DA's office	Substitution (cultural)	Bij het OM stopten				
13.42	The court finds sufficient misconduct to warrant a new trial	Generalization (paraphrase)	Het hof ziet voldoende grond voor een herziening van het proces				
13.48	Pre-trial motions	Generalization (superordinate term)	Verzoeken				
13.50	The state advises that we will be seeking the maximum sentence of life in prison	Generalization (paraphrase)	Het OM zal de maximale straf vorderen: levenslang				
13.58	The state has every right to seek that penalty	Generalization (paraphrase)	Het OM staat volledig in zijn recht				
14.00	Would you like to confer with your client before I vacate his conviction?	Generalization (paraphrase)	Wilt u met uw client overleggen voordat ik het vonnis schrap?				
14.04	Withdraw your motion	Direct translation	Trek je verzoek in				
15.40	Court is now in session	Generalization (paraphrase)	De zitting is geopend				
15.51	Gonna withdraw your	Direct	Trek je je verzoek in?				

	motion?	translation					
15.53	Proceed to trial	Generalization (paraphrase)	De zaak voortzetten				
17.38	Starting trial today	Generalization (paraphrase)	Het proces begint				
18.49	First trial	Direct translation	Eerste rechtszaak				
18.52	I've been to trial before	Generalization (paraphrase)	Ik heb wel meer zaken gedaan				
19.32	crimes	Direct translation	Misdrijf				
19.51	When I'm done testifying	Direct translation	Als ik getuigd heb				
20.10	Perjury and murder	Direct translation	Meineed en moord				
22.11	defendant	Direct translation	Verdachte				
20.54	objection	Direct translation	bezwaar	Eerder vertaald met protest. Bezwaar wordt inderdaad vaker gebruikt dan protest.			
21.07	Submitted	Specification (addition)	Als bewijsstuk ingediend				
21.33	Request a sidebar	Generalization (paraphrase)	Graag even overleg				
21.36	On what grounds?	Direct translation	Op welke gronden?				
21.40	Inadmissible	Direct translation	Niet toelaatbaar				
21.58	The document is flawed	Generalization (paraphrase)	Het document is geschonden				
22.01	The chain of possession with respect to the camisole was broken.	Generalization (paraphrase)	De bewaring van het hemdje is niet verifieerbaar				
22.05	Inadmissible	Direct translation	ontoelaatbaar				

22.26	You are accusing a police officer of tampering with evidence	Generalization (paraphrase)	U beticht een politieman van het rommelen met bewijsmateriaal				
22.34	Detective Packer changed the custody documents	Calque	Heeft de rechercheur de bewaringsdocumenten gewijzigd				
22.39	it would automatically taint the evidence anyway.	Direct translation	Is het bewijs toch al gecontamineerd				
22.42	Reopen the case in the first place	Generalization (paraphrase)	Wordt de zaak herzien				
22.45	Proof that evidence was buried	Specification (addition)	Bewijs dat er materiaal was achtergehouden				
22.52	whether that evidence can be used in this trial	Generalization (superordinate term)	Toelaatbaarheid				
23.00	Rule	Direct translation	besluiten				
23.10	I'm instructing the jury to disregard all testimony relating to either the camisole	Generalization (paraphrase)	De jury mag geen acht slaan op verklaringen over het hemdje...				
23.13	or the resulting DNA test	Direct translation	Of de bijbehorende DNA-test.				
23.26	Reopening this	Specification (addition)	Heropen je die zaak				
23.28	You worried about getting caught intentionally tainting evidence?	Generalization (paraphrase)	Bang dat je vervolgd wordt voor gerommel met bewijs?				
23.50	lawyers	Specification (addition)	Advocaten				
27.51	billables	Specification	Declarabele uren	Eerder met facturen			

		(addition)					
28.15	Senior partner	Retention (complete)	Senior partner	Alternatief: vennoot. Korter en geeft beter de strekking weer van wat een senior partner is, maar het is geen ramp.	0.5 pp (stylistic)	0.5 pp (idiomaticity)	
28.23	Senior partner	Retention (complete)	Senior partner	Alternatief: vennoot. Korter en geeft beter de strekking weer van wat een senior partner is, maar het is geen ramp.	0.5 pp (stylistic)	0.5 pp (idiomaticity)	
29.48	Unauthorized DNA test	Direct translation	Onofficiële DNA-test	Alternatief: onrechtmatige DNA-test. Aangezien dit wordt gezegd door een rechter en zijn taak onder andere is dat alles volgens de juiste procedures verloopt, is het wel hier op zijn plaats dat hij heeft over een onrechtmatige DNA-test, en niet een onofficiële.	1 pp (semantic)		
29.51	Convicted felon	Generalization (superordinate term)	Veroordeelde				
29.59	My job's to prosecute. Your job is to defend.	Generalization (paraphrase)	Ik vervolg, jij verdedigt.				
30.01	I didn't bury any evidence. I didn't toss that DNA.	Omission	Ik verwerp geen DNA.				
30.04	The judge did that, based on fact.	Direct translation	De rechter doet dat, op feitelijke gronden.				
32.03	Won't drop the charges	Generalization (paraphrase)	Handhaaft de aanklacht				
32.11	deal	Retention (complete)	Deal				
32.48	Increase your sentence	Direct translation	strafvermeerdering				
33.11	Bought us 48 hours	Specification (addition)	48 uur respijt				
33.26	Didn't testify	Direct translation	Niet heeft getuigd				
33.33	It wouldn't be	Generalization	Dat wordt nooit				

	admissible	(paraphrase)	toegelaten				
36.31	Retract what you said	Specification (addition)	Trek je verklaring in				
37.41	File a report	Specification (addition)	Aangifte doen				
38.19	Confess to the crime	Generalization (superordinate term)	Een bekentenis				
38.20	Turn in Jason Black	Direct translation	Geef Jason aan				
38.29	deal	Retention (complete)	Deal				
39.04	You lost in housing court	Generalization (paraphrase)	Je verloor een huisvestingszaak				
39.53	I'll back your motion to expunge his record. I'll facilitate his release.	Generalization (paraphrase)	Je client komt vrij. Zijn strafblad wordt gewist en hij mag gaan.				
40.21	Broke the law	Generalization (superordinate term)	Onrechtmatig				
78 entri es					2 pp	1 pp	



**Appendix B – translation strategies**

	Entries	Retention (complete)	Retention (TL adjusted)	Substitution (cultural)	Generalization (paraphrase)	Generalization (superordinate term)	Omission	Specification (addition)	Specification (completion)	Direct translation	Calque
S1E1	120	6		4	51	22	2	6	1	28	
S1E2	55	2	1		17	4	1	8		19	3
S1E3	30	1	2	1	6	2		8		9	1
S1E4	79	3		1	27	12	3	13		18	2
S1E5	84	2		5	13	8	1	15		35	5
S1E6	73	1	1	10	5	25		14	1	16	
S1E7	115	5			15	17	2	18		48	10
S1E8	83	1			15	17	4	13		32	1
S1E9	58			2	6	12	1	7		29	1
S1E10	63		3		13	10		19		14	4
S1E11	106	6		12	22	11	9	16		28	2
S1E12	78	5		3	25	7	1	14		22	1
Total	944	32	7	38	219	143	24	151	2	298	30

**Appendix C – calculations error rate**

	Functional equivalence	Acceptability	Readability
S1E1	$13/120 = 0,1083$ $0,1083 \times 100\% = 10,83\%$	$9,5/120 = 0,7917$ $0,7917 \times 100\% = 7,92\%$	$0/120 = 0$ 0%
S1E2	$5/55 \times 100\% = 9,09\%$	$5/55 \times 100\% = 9,09\%$	$0/55 \times 100\% = 0\%$
S1E3	$1,5/30 \times 100\% = 5,00\%$	$2,5/30 \times 100\% = 8,33\%$	$0/30 \times 100\% = 0\%$
S1E4	$6/79 \times 100\% = 7,59\%$	$5/79 \times 100\% = 6,33\%$	$2/79 \times 100\% = 2,53\%$
S1E5	$2,5/84 \times 100\% = 2,98\%$	$4/84 \times 100\% = 4,76\%$	$0/84 \times 100\% = 0\%$
S1E6	$4/73 \times 100\% = 5,48\%$	$0/73 \times 100\% = 0\%$	$0/73 \times 100\% = 0\%$
S1E7	$1,5/115 \times 100\% = 1,30\%$	$4,5/115 \times 100\% = 3,91\%$	$1/115 \times 100\% = 0,87\%$
S1E8	$10,5/83 \times 100\% = 12,65\%$	$3/83 \times 100\% = 3,61\%$	$3/83 \times 100\% = 3,61\%$
S1E9	$5/58 \times 100\% = 8,62\%$	$0/58 \times 100\% = 0\%$	$0/58 \times 100\% = 0\%$
S1E10	$8/63 \times 100\% = 12,70\%$	$3/63 \times 100\% = 4,76\%$	$0/63 \times 100\% = 0\%$
S1E11	$0,5/106 \times 100\% = 0,47\%$	$2/106 \times 100\% = 1,89\%$	$0/106 \times 100\% = 0\%$
S1E12	$2/78 \times 100\% = 2,56\%$	$1/78 \times 100\% = 1,28\%$	$0/78 \times 100\% = 0\%$