



Podcast Transcript

AD Nauseam: Lost in Translation? Navigating Foreign Language Advertising

Date: June 25, 2026

Guest: Amy Mudge, Daniel Kaufman, **Host:** Connor Corbett

Run Time: 14:19

For questions and comments contact:



Amy Ralph Mudge

Partner
Washington, D.C.
T: +1.202.861.1519 | amudge@bakerlaw.com



Daniel Kaufman

Of Counsel
Washington, D.C.
T: +1.202.861.1523 | dkaufman@bakerlaw.com

Corbett: Thank you for joining us for another episode of BakerHosts AD Nauseam, a podcast series focusing on new and trending advertising issues with an emphasis on the FTC and the NAD. I'm Connor Corbett, your new host of AD Nauseam, and you're listening to BakerHosts.

We are once again joined by Amy Mudge and Daniel Kaufman from BakerHostetler's Advertising, Marketing, and Digital Media team. Together, they have decades of advertising experience and approach advertising issues from multiple perspectives. On today's episode of AD Nauseam, Amy and Daniel examine the legal and practical challenges of foreign language advertising, focusing on how companies can effectively reach non-English-speaking consumers in the U.S. while remaining compliant with FTC guidance and state law requirements. With that, welcome to AD Nauseam, and let's turn it over to Amy and Daniel for this week's episode.

Mudge: Daniel, I have to congratulate you on the Knicks winning the NBA championship. I understand this was the first time since 1973. And I'm guessing since you are a native Brooklyn boy, that you might have been there the last time they won. And I know it is an understatement to say you and I are not big sports fans, but it is hard not to get caught up in all that hometown excitement. I lived in Chicago when Michael Jordan won his first championship with the Bulls. And I got to say, it was quite something.

Kaufman: Amy, a couple of things jump at me. First, I can't believe you're letting everybody know that I was alive in 1973.

Mudge: Oh, I'm so sorry. I'm so sorry.

Kaufman: I was a little one in Brooklyn back then. Don't remember that now, but it is real exciting. I'm not a huge basketball fan. But seeing the excitement of New Yorkers, seeing Taylor Swift wearing that awesome Stevie Knicks with a K t-shirt, it is something wonderful to watch on TV. and to see everyone celebrating back in my hometown.

Mudge: Yes, Stevie Knicks. You love all things Stevie Nicks. I love that too. I'm not going to let you divert our dear listeners away from sports onto Stevie Nicks. You have our other evergreen topics. We have to talk about, I mean, FIFA. That is, the World Cup is taking everybody by storm right now. And we've certainly been advising left and right on advertising associated with the cup and do's and don'ts for sponsors and non-sponsors, which, probably a good topic for a podcast for another day. But are you a fútbol fan?

Kaufman: I will watch occasional games, but I definitely don't regularly go to see soccer, fútbol, whatever you want to call it. But it is fun to watch. I really do enjoy seeing it once in a while. And I love all the anti-branding that FIFA requires from the stadiums. I've seen a lot of reports recently about stadiums having to cover up their standard branding because of FIFA rules and regulations. But that is just the advertising walk in me, but it is an exciting sport. It really is wonderful to watch.

Mudge: Yeah, the closest I've gotten to soccer is my love of Ted Lasso, which is coming back for another season. Of course, we both love TV.

Kaufman: There is no say. We love TV, but we also love ad law. We love podcasting. So let us turn to today's AD Nauseam topic, which is non-English advertising. Often, but not always, that is going to mean advertising in Spanish. But what we'll talk about today really should cover and apply to any foreign language ads you might be thinking about.

Mudge: I think this is a great segue from FIFA. Every time we're talking about foreign language advertising, there are also concerns for advertising to vulnerable populations. I mean, here it is people who may not speak or read English proficiently, but who are also U.S. customers and making sure they understand all the material facts about a product or services is really critical.

So, we can start with this analysis where we often start, which is FTC guidance. And the first is the FTC has long had requirements concerning clear and conspicuous disclosures in foreign language advertising and sales materials. This is the FTC's policy statement regarding non-English advertising disclosures. In this statement, the FTC states where it requires clear and conspicuous disclosure of certain information in an advertisement that is not in English. And what they say is the disclosure shall appear in the predominant language of the publication in which the advertisement or sales material appears. In the case of any other advertisement or sales material, the disclosure shall appear in the language of the target audience, ordinarily the language used in the advertisement or sales materials.

Kaufman: So, we've seen the FTC issue additional requirements in connection with some specific types of ads. For example, the FTC issued regulations under the Comprehensive Smokeless Tobacco Health Education Act of 1986, which required that if an ad for a smokeless tobacco product is not in English, the warning statement shall appear in the prevailment language of the publication in which the ad appears. The FTC also amended the Business Opportunity Rule, which covers sellers of work-at-home programs and expressly provides that where transactions for such opportunities are conducted in a foreign language, all disclosures must be provided in the language in which the sale is conducted.

Mudge: The FTC has also demonstrated through its enforcement actions when it considers a mismatch of claim language in advertising disclosures to be a deceptive practice under Section 5. For example, in 2017, the FTC brought an action against a Texas auto dealership, alleging that, among other things, they predominantly stated favorable terms for car loans in Spanish in its advertising, while only disclosing material limitations to those claims through fine English disclosures. And the settlement required that the dealership clearly and conspicuously disclose any material limitations in the same language that the advertising claims themselves appear.

Kaufman: And we've seen the FTC bring similar actions involving prepaid calling cards. The FTC consent order at issue required the company to clearly disclose, in the same language in which the cars were marketed, all fees associated with the cars. And in a case involving mortgages, the FTC charged the defendants there with engaging in unfair, deceptive acts or practices in connection with the brokering, originating, and closing of mortgage loans. And according to the complaint there, the defendants routinely solicited consumers from this Spanish-speaking community who had little understanding of the English language. And consumers were allegedly promised one set of loans verbally in Spanish but were required to sign English language closing documents which had different and less favorable terms.

And it is interesting, Amy, the FTC cases we've seen have been pretty egregious. If you're advertising in Spanish and the disclaimers that have real limitations are in English, there is going to be an issue. But the question becomes, and this is where it becomes really gray, is what are the material terms and what really do you have to make sure is being disclosed in the language in

which you're advertising? And I think that can be challenging for marketers to figure out once you start advertising in a foreign language. What other additional information do you have to make sure is being put forth in that language as well?

Mudge: I mean, it can be a little bit gray, but I don't think in a lot of cases, it shouldn't have people really scratching their head. We know oftentimes what is material. If you're saying something is free and they've got to buy something to get the free good, that is material, right? Almost anything related to price is always going to be, any details related to price are almost always going to be material. Similar, any health or safety disclosures that need to be discussed with the product, you've got to put those out. And there is a lot of regulatory spaces where we know, like with food advertising, if you make one claim, is that going to trigger additional information? If you're promoting the food in Spanish, you're probably going to have to make those additional disclosures in Spanish as well. So, you're right, it absolutely is something that marketers are going to have to process through. And I think it is good news that if you say something in Spanish, it doesn't mean that everything about the product or service has to be in that language. But I think generally, a material term is, you know it when you see it.

Kaufman: That is a really good point, Amy. That is all very helpful guidance. I know outside of the FTC, they are not the only player in town when it comes to this issue. So, tell us a little bit about some of the state's requirements.

Mudge: Well, that is actually interesting. And again, the FTC really focuses on this materiality piece, and I think it is really important to at least flag for our listeners that there are some other laws that may kick in that would go beyond what the FTC may require, and particularly where we're talking about services where contracts are required. For example, California requires that if a person is engaged in business and negotiates, in a language other than English, then the entirety of the contract that is affected by that negotiation must be presented in whole, not material part, in whole, in that foreign language.

Kaufman: So, and then we've got the California Consumer Privacy Act, and regulations there specify that a range of notices, including the notice at collection, privacy policy, the notice of financial incentive, the notice of the right to opt out of sale of personal information, All must be designed and presented in a way that is easy to read and understandable to consumers, and the regulations do go on to explain that the notices should be available in the languages in which the business, in its ordinary course, provides contracts, disclaimers, sales announcements and other information to consumers in California. And there are some state differences here as other state privacy laws that have come into play, such as Colorado and Virginia, don't have this foreign language requirement.

Mudge: Ah, the dreaded 50-state patchwork quilt of laws and regulations. There also might be state laws that kick in that depend on what you're offering. For example again, California has specific requirements that kick in when you're advertising telecommunications products, or New Jersey has specific laws related to prepaid phone cards, also to real estate advertisements, and to any retail installment contracts. And then New York has laws, probably not surprisingly, related to

housing rentals and also relating to the advertisement of immigration services. So again, just some examples that you really got to take a close look at the product and service that you're advertising and if there are any niche laws that may apply to you in this area.

Kaufman: And of course, if you're advertising in Puerto Rico, where Spanish is an official language, financial notices are required to be in English and Spanish, as are video game rating signs in commercial establishments.

Mudge: I was a little surprised that Puerto Rico didn't have just a general law that said all advertisements in whole have to be in English and Spanish. They don't seem to have gone that far, but understandably, it is a little bit of a heightened requirement than we'd see in the continental U.S. And this is another one where the NAD has not really gotten into the act in this area. There've been a handful of cases that include Spanish ads, but they've really looked similar to the English ads. And the issue really is over if there are needed disclosures, if these disclosures were provided in a clear and conspicuous way, or whether the claims were deceptive to a portion of the target audience. So even though they haven't really addressed this head on, I can't imagine the NAD would stray from the general FTC guidance in this area.

Kaufman: At the end of the day, it seems reasonable guidance that you're advertising the language, you got to think about what other information should you be putting out there in that language as well. So, let's maybe sum it up with a few takeaways.

First, when you are advertising an offer in one language, related material disclosures and contracts should be in that same language. Second, you want to think about your target audience and whether it would be unfair not to translate your materials into the language spoken by a significant portion of your consumers. Three, you want to make sure to look at laws governing your particular product or service to see particularly if any states have particular requirements that would apply to you and your business. Finally, if you're going to translate materials, use the services of a native speaker. Google Translate and other tools like that will often miss some of the nuances, and you may be using those simple and efficient workarounds at your peril. And with that, we want to thank you once again for joining us here at AD Nauseam.

Mudge: Yes, au revoir, ciao, and have a great day, and we will catch you next time on AD Nauseam.

Corbett: Thank you, Amy and Daniel. If you have any questions for Amy or Daniel, their contact information is in the show notes. For more information on the latest developments in ad law, visit our Adventures in Law blog at www.adventures-in-law.com and check out all AD Nauseam episodes by subscribing to BakerHosts wherever you get your podcasts. As always, thanks for listening to BakerHosts.

Comments heard on BakerHosts are for informational purposes and should not be construed as legal advice regarding any specific facts or circumstances. Listeners should not act upon the information provided on BakerHosts without

first consulting with a lawyer directly. The opinions expressed on BakerHosts are those of participants appearing on the program and do not necessarily reflect those of the firm. For more information about our practices and experience, please visit bakerlaw.com.