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## Pitfalls in Non-English Deals

By James S. Sifers, Esq.

In California, it is not unusual for dealerships to find customers who speak little or no English. According to the 2010 Census, for California residents age 5 and older, 42.98% spoke a language other than English as their primary language at home. (“Qualifying Urban Areas for the 2010 Census” Federal Register.) In 1976, the California Legislature enacted *Cal. Civ. Code* § 1632, which was done in light of “the state’s sizeable and growing Spanish-speaking population.” (*Cal. Civ. Code* § 1632(a)(1).) Section 1632 requires dealers who primarily negotiate a deal in Spanish, Chinese, Tagalog, Vietnamese, or Korean to provide a translation of the “contract or agreement” in the language the deal was negotiated prior to signing the English version of the “contract or agreement.” Click [Here](#) for the remaining article....



## Impact of a Customer's Bankruptcy after a Vehicle is Repossessed with an Unpaid Balance Due and Negative Equity

By Dixon Gardner, Esq.

Many of our clients have inquired as to how a licensed vehicle dealer or finance company in California should act with respect to a customer who has a financed vehicle purchase and no equity in the vehicle after the customer defaults on the purchase contract and then files for bankruptcy. For specific transactions that involve a bankruptcy by a customer with a balance due to a lender, legal advice should be sought immediately so that the lender does not violate the automatic stay of the customer's bankruptcy case.

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