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The Jacob K. Javits reverus busining 26 Federal Plaza, 37th Floor New York, New York 10278

April 29, 2024

VIA EMAIL & UNDER SEAL

Hon. Analisa Torres Daniel Patrick Moynihan **United States Courthouse** 500 Pearl St. New York, NY 10007-1312

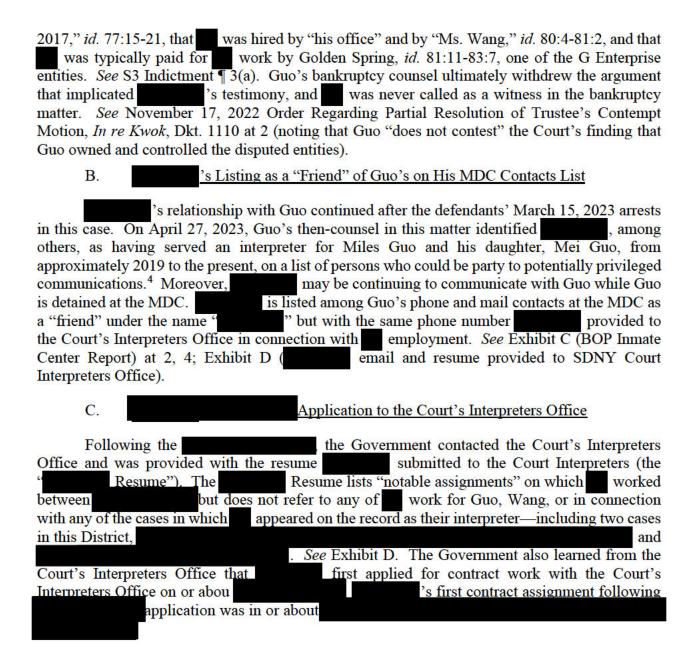
> Re: United States v. Miles Guo et al., S3 23 Cr. 118 (AT)

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matter.

II. 's Long Service as the Defendants' Personal Interpreter

The Government has now confirmed that the defendants and at least one G Enterprise entity have paid for interpreter services at various points over the course of the last seven years, as detailed below. 's Role in Guo's Bankruptcy Proceedings A. Most recently, served as Guo's and Wang's personal interpreter in depositions in the course of the pending bankruptcy proceedings, playing a substantive role in a disputed issue that arose from one of those depositions. ² See Exhibit B, Transcript of April 6, 2022 Continued 341 Meeting of Creditors, In re Ho Wan Kwok, No. 22 Bk. 50073 (JAM) (Bankr. D. Conn.); see also, e.g., id. Indeed, in translated for Guo in the course of the where Guo gave sworn testimony (the "Guo 341 Testimony"), participating alongside an official interpreter. In the course of the Guo 341 Testimony, frequently interrupted to contest the official interpreter's translations. See Ex. B, Guo 341 Testimony, at 21-22, 40, 66-67, 84-85, 113-14. At one point, 's interruptions caused the official interpreter to threaten to leave the proceeding. See id. at 21-23 ("Maybe we should have to interpret. I'm going to excuse myself."). Several months after the Guo 341 Testimony, Guo argued that the transcript of the Guo 341 Testimony had been mistranslated, and that he had not admitted to owning two disputed entities—as the official interpreter had indicated. See In re Kwok, Dkt. 1026 at 11 (Bankr. D. Conn. Oct. 26, 2022). On that basis, Guo refused to comply with a bankruptcy court order to produce documents relating to the entities—and the Trustee moved to hold him in contempt. See id., Dkt. 913. Guo's bankruptcy counsel indicated that would be called to testify that Guo's the Guo 341 Testimony was mistranslated and that Guo had not admitted to owning the disputed entities. See id., Dkt. 1026 at 11 ("At any hearing on the Motion, the Debtor will put on testimony from an interpreter as to the many material deficiencies in the 'official' translation of the 341 meeting."). The bankruptcy court scheduled an evidentiary hearing on that issue, and was deposed in advance of the scheduled hearing. See Exhibit A. Transcript of In the course testified that first began working for Guo "between 2016 to deposition, ² In addition to Guo's bankruptcy case, appeared as the defendants' personal or "check" interpreter in depositions, hearings, and trials in at least the following cases: 's name does not appear in the transcript of the Guo 341 Testimony; is identified as the "Private Interpreter." As described below, was ultimately deposed Guo's bankruptcy proceedings and testified about participation as Guo's private interpreter at his 341 Testimony. See



The Government later served a grand jury subpoena seeking additional records—including to determine if had appeared as a Court interpreter at any other proceedings in this case—and was informed by the Clerk of Court that such records could only be provided pursuant to a court ordered subpoena. The Government defers to the Court as to whether it wishes to issue a court subpoena for additional relevant records, or to inquire directly with the Clerk of Court for

⁴ Defendants' current counsel of record had not yet been engaged at the point so name was provided to the Government and were not copied on this April 27, 2023 email to the Government from Guo's then-counsel.

additional information about service—including any additional appearances may have made in this case.⁵

III. Conclusion

The foregoing history, in combination with without any disclosure of longstanding and potentially ongoing relationship with the defendants, requires the Court to bar participation at any remaining proceedings in this case. See ADMINISTRATIVE OFFICE OF THE U.S. COURTS, Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts at 1, https://www.uscourts.gov/sites/default/files/standards_for_performance.pdf ("Interpreters shall disclose any real or perceived conflict of interest, including any prior involvement with the case, parties, witnesses or attorneys, and shall not serve in any matter in which they have a conflict of interest.").

Respectfully submitted,

DAMIAN WILLIAMS United States Attorney

By:<u>/s/</u>

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GRANTED. The Court shall instruct the Court Interpreters Office not to assign the interpreter in question to any future proceedings in this matter.

SO ORDERED.

Dated: May 1, 2024

New York, New York

ANALISA TORRES United States District Judge