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14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

15 UNITED STATES OF AMERICA,)	CASE NO. CR-11-0573-JSW
)	
16 Plaintiff,)	AMENDED UNITED STATES' NOTICE OF
)	MOTION AND MOTION FOR REVOCATION OF
17 v.)	MAGISTRATE JUDGE'S RELEASE ORDER
)	
18 WALTER LIEW,)	Date: March 18, 2013
)	Time: 10:00 am
19 Defendant.)	
)	
20)	

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TABLE OF CONTENTS

- AMENDED NOTICE OF MOTION..... 1
- MEMORANDUM OF POINTS AND AUTHORITIES 1
 - I. INTRODUCTION 1
 - II. FACTUAL BACKGROUND 2
 - III. PROCEDURAL HISTORY..... 7
 - IV. ARGUMENT..... 9
 - A. Liew Is A Risk Of Flight And Should Be Detained..... 9
 - 1. Liew Is Facing a Substantial Custodial Term 9
 - 2. Liew Has Significant Financial And Family Ties to Asia and Has Never Accounted
for His Transfers of Over \$22,000,000 to Singapore and the PRC..... 10
 - 3. Liew Is Fundamentally Dishonest..... 12
 - B. The Conditions of Release Ordered By Magistrate Judge Cousins Are Insufficient To
Ensure Liew’s Appearance. 15
 - 1. The Home Cannot Be Used As Security Because It Is Subject To Forfeiture..... 15
 - 2. Liew Has Access To Significant Funds Beyond The Home He Has Offered To Sell
To Post Bail..... 16
 - 3. The Magistrate Judge Did Not Conduct An Appropriate Review Of The Source Of The
Funds Liew Proposes To Post Or Liew’s Financial Condition. 17
 - C. Continued Detention Does Not Violate Liew’s Due Process Rights..... 20
- CONCLUSION..... 24

TABLE OF AUTHORITIES

FEDERAL CASES

1

2

3 *United States v. Bright,*

4 596 F.3d 683 (9th Cir. 2010) ----- 19

5 *United States v. Gelfuso,*

6 838 F.2d 358 (9th Cir. 1988) ----- 22

7 *United States v. Hubbell,*

8 530 U.S. 27 (2000)----- 19

9 *United States v. Koenig,*

10 912 F.2d 1190 (9th Cir. 1990)----- 1

11 *United States v. Motamedi,*

12 767 F.2d 1403 (9th Cir. 1985)----- 9

13 *United States v. Sharma,*

14 2012 WL 1902919 (E.D. Mich. May 25, 2012)----- 18

STATUTES, RULES, AND GUIDELINES

15 18 U.S.C. § 1835 ----- 2

16 18 U.S.C. § 3142 ----- 2

17 18 U.S.C. § 3142(e)----- 9

18 18 U.S.C. § 3142(g)(4)----- 16, 18

19 18 U.S.C. § 3145(a)(1) ----- 1

20 USSG §2B1.1(a)(2) ----- 9

21 USSG §2B1.1(b)(1)(L)----- 10

22 USSG §2B1.1(b)(5)----- 10

23 USSG §3B1.1(a) ----- 10

24 USSG §3C1.1----- 10

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1 **AMENDED NOTICE OF MOTION¹**

2 PLEASE TAKE NOTICE that on March 18, 2013, at 10:00 am before the Honorable
3 Jeffery S. White, United States District Judge, 450 Golden Gate Avenue, San Francisco,
4 California, the United States of America will move pursuant to 18 U.S.C. § 3145(a)(1) to revoke
5 the release order issued by Magistrate Judge Nathanael Cousins as to defendant Walter Liew.
6

7 This motion is based on the following Memorandum of Points and Authorities, the record in the
8 above-captioned action, and further evidence and proffers to be made by the parties.

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 Pursuant to 18 U.S.C. § 3145(a)(1), the United States moves for revocation of Magistrate
11 Judge Nathanael Cousins' Order Granting Motion for Pretrial Release (Feb. 26, 2013). Under §
12 3145(a), the United States "may file with the court having original jurisdiction over the offense,
13 a motion for revocation of" the release order issued by the magistrate judge. This Court's review
14 is *de novo*: "[A] district court's review of a magistrate's detention order is to be conducted
15 without deference to the magistrate's factual findings." *United States v. Koenig*, 912 F.2d 1190,
16 1192 (9th Cir. 1990).

17 **I. INTRODUCTION**

18 Walter Liew is a flight risk. (1) His incentive to flee is enormous. Liew is charged with
19 serious felonies – multiple counts of economic espionage, trade secret theft, and obstruction of
20 justice – for which he may be sentenced to many years in prison. (2) Liew is has significant
21 financial and family ties to the People's Republic of China ("PRC"), Singapore, and Malaysia –
22 but few strong ties to the United States. Since 2006, he moved over \$22,000,000 in proceeds
23 from his illegal conduct to Singapore and from there, at least some of it to the PRC. There still is
24 no account for that money. (3) Liew cannot be trusted; he is a dishonest person. For years he
25 ran a business based on the sale of stolen intellectual property. He has lied about his education
26

27
28 ¹ The United States files this amended notice to provide the Court and the parties with a copy of
the brief that contains a table of contents and table of authorities, as required by Crim. L.R. 47-
2(b). That is the only amendment to this filing.

1 and employment history. He has lied under oath on his company's federal income tax returns.
2 He has lied under oath to the United States Bankruptcy Court. He has lied to the Federal Bureau
3 of Investigation. He has lied to Magistrate Judge Cousins.

4 Magistrate Judge Cousins three times has held that Liew is a flight risk. He concluded
5 most recently, however, that Liew's continued detention offends due process and that there are a
6 combination of conditions that will secure Liew's appearance at trial. These conclusions are not
7 correct: (1) the length of Liew's pretrial detention is not the result of delay caused by the
8 government and can be remedied by the setting of a trial date; (2) the \$2,000,000 bond and
9 electronic monitoring do not provide meaningful assurance that Liew will appear for trial. The
10 United States has had no opportunity to evaluate the source of the \$2,000,000 or Liew's overall
11 financial circumstances because Magistrate Judge Cousins allowed Liew to present evidence
12 regarding the property and his finances *in camera*. Liew's proffer that the money would come
13 from the sale of home in Singapore, if true, reveals the insufficiency of the bond: The property
14 in Singapore was purchased with the proceeds of the crimes Liew is charged with committing. If
15 he is convicted, the property will be forfeited pursuant to 18 U.S.C. § 1835 – so he risks nothing
16 by posting property that he may lose in any event.

17 No conditions or combination of conditions can ensure Walter Liew's appearance before
18 this Court for trial. The factors the Court must consider under 18 U.S.C. § 3142 reveal that Liew
19 is likely to flee if the opportunity presents itself. A person who so brazenly flouts the law, who
20 so easily lies when required to account for himself, simply cannot be trusted when he promises to
21 appear for trial. Combined with his financial resources and ties abroad, Liew is the picture-
22 perfect flight risk.

23
24 Magistrate Judge Cousins's release order should be revoked and defendant Liew ordered
25 detained pending trial.

26 **II. FACTUAL BACKGROUND**

27 In the 1990s, Walter Liew learned that the government of the People's Republic of China
28 (PRC) had prioritized the development of chloride-route TiO₂ technology. By the beginning of

1 1998, Liew had assembled a team of former DuPont employees to assist him in his efforts to
2 convey DuPont's TiO₂ technology to entities in the PRC. Superseding Indictment, Docket
3 Number (Dkt.) 64, at 19.

4 In a memorandum attached to his letter to Pangang Group's Chairman in October 2004,²
5 Liew described his motivation to locate and develop TiO₂ technology for the PRC government:

6
7 In December 1991, Mr. Luo Gan, who at the time was the Secretary General of the State
8 Council, hosted me at the Diaoyutai State Guesthouse. Also present were: Tan Zhuzhou,
9 Vice Minister of the former Ministry of Chemical Industry; Zhang Yujie, Vice Minister
10 of the State Bureau of Foreign Experts; Qiao Schichang, head of the General Planning
11 Department of the State Bureau of Foreign Experts; Kang Deyao, Director of the Talent
12 Development Research Institute. The purpose of the banquet is to thank me for being a
13 patriotic overseas Chinese who has made contributions to China; and who has provided
14 key technologies with national defense applications, in paint/coating and microwave
15 communications. At that time Secretary General Luo Gan gave directives, so that I
16 would better understand China and continue to make contributions to her. Two days later
17 I was given a list of key task projects by the appropriate Chinese agency. Titanium white
18 by chlorination³ was one of the more important projects.

19 Liew wrote that "[f]rom what I know, the titanium white by chlorination technology in
20 China is not yet mature, in particular there is a gap for facilities for the production of titanium
21 white by chlorination the DuPont way. I have always hoped that China can soon successfully
22 build a production line for titanium white by chlorination, and I have always worked towards the
23 completion of that mission." Rometo Decl., Dkt. 59-1, Ex. 2, at 3. Liew boasted in the
24 memorandum that his company possessed the DuPont technology that China needed: "Some
25 years ago China let me know that she urgently needed titanium white by chlorination technology.
26 After many years of follow-up research and application, my company has possession and
27 mastery of the complete DuPont way of titanium white by chlorination." *Id.* at 6.

28 Liew understood that DuPont safeguarded its TiO₂ technology and did not make it
available for sale in China. As he stated in his 2004 letter and memorandum to Pangang Group's

² These documents were located in a computer hard-drive found in a safe deposit box rented by Christina Liew, which, as described more fully below, was the subject of criminal obstruction and false statement charges. *See* United States Opposition to (Second) Motion for Release, Dkt. 59, at 3-4; Declaration of FBI SA Cecily Rometo, Dkt. 59-1, Ex. 2 (English translation of letter and memorandum) at 2.

³ "Titanium white by chlorination" is what the Chinese call chloride-route TiO₂.

1 chairman, “DuPont’s titanium white by chlorination technology is the most advanced, but
2 DuPont has always monopolized that technology and has never transferred that technology to
3 China.” Rometo Decl., Ex. 2, Dkt. 59-2, at 6. In 2005, Liew repeated those claims in an email
4 with a potential business partner:

5 China wants this technology badly. They have been trying to develop the technology for
6 many years but they have realized that they have to buy the technology. The technology
7 is tightly controlled by a few manufacturers and they are not willing to sell it to China for
the obvious reasons.

8 Rometo Decl., Dkt. 59-2, Ex. 6.

9 Liew’s efforts to sell DuPont’s TiO₂ technology to entities in the PRC bore fruit. Liew
10 entered into a number of TiO₂ contracts with Chinese state-owned entities worth millions of
11 dollars, including a 2005 contract with Pangang Jinzhou for \$6,180,000, a 2007 contract with
12 Pangang Jinzhou for \$7,000,000, and a 2009 contract with PIETC and Pangang Group Titanium
13 for \$17,800,000. Superseding Indictment, Dkt. 64, at ¶ 20.

14 Between January 2006 and July 2011, Liew received over \$27,000,000 through his
15 companies (Performance Group and USAPTI) on these contracts. Rometo Decl., Dkt. 214-2, Ex.
16 4 (wire transfer summary).

17 Liew personally directed the subsequent transfer of over \$22,000,000 of those funds to
18 shell companies in Singapore that he and his wife, Christina Liew controlled. Rometo Decl.,
19 Dkt. 214-2, Ex. 5 (summary of wire transfers to Singapore).⁴ Liew himself was the registered
20 owner of one of the companies, Huadong Equipment Solutions (Huadong), and controlled
21 Huadong’s bank account in Singapore, which received over \$5,800,000 in transfers from
22 Performance Group.⁵ Rometo Decl. (Third Mot.), Dkt. 214-3: Ex. 10 (Huadong corporate
23 record), Dkt. 214-2: Ex. 5 (summary of transfers to Huadong); Rometo Decl. (Second Mot.),
24 Dkt. 59-2, Ex. 16 (record of Huadong bank transfer executed by Walter Liew), Ex. 17 (Walter

25 ⁴ Walter Liew provided written instructions to the U.S. banks to transmit all of those funds to the
26 Singaporean entities identified in Exhibit 5 to SA Rometo’s Declaration on the Third Motion for
27 Release. Dkt. 214-2. An exemplar of Walter Liew’s instructions may be found at Ex. 19 to SA
Rometo’s Declaration on the Second Motion for Release. Dkt. 59-2.

28 ⁵ For additional discussion of Liew’s ownership of Huadong and control of its Singapore bank
account, *see* Opp. to Second Mot. for Release, Dkt. 59, at 12-13; Opp. to Third Mot. for Release,
Dkt. 214, at 6-8.

1 Liew Huadong account closing instruction). In 2008, Liew directed the transfer of \$2,360,000
2 from Huadong's bank account in Singapore to an account in Hong Kong in the name of his
3 father-in-law (Qiao Hua) that he also controlled.⁶ Rometo Decl. (Third Mot.), Dkt. 214-3, Ex. 6
4 (summary of transfers from Singapore to Liew relatives in the PRC); Rometo Decl. (Second
5 Mot.), Dkt. 59-2, Ex. 20-23 (records documenting Liew control over father-in-law's account).
6 Two of the other Singapore shell companies – Dongbei Process Engineering and ESI Equipment
7 and Engineering – transferred \$1,494,000 to one of Christina Liew's brothers, Qiao Ning, at the
8 Bank of China in 2010. Opp. to Third Mot., Dkt. 214, at 8.

9 At the same time Performance Group was receiving millions of dollars on its Chinese
10 TiO2 contracts, Liew entered the company into bankruptcy and repeatedly lied to the bankruptcy
11 court about its status.

12 For example, in the petition he filed under penalty of perjury on January 14, 2009, Liew
13 failed to disclose the existence of at least two on-going contracts with Pangang Jinzhou totaling
14 \$13,500,000 despite an obligation to do so in "Schedule G – Executory Contracts and Unexpired
15 Leases." Rometo Decl., Dkt. 214-2, Ex. 1, at 15 of 67 on ECF. He also failed to report over
16 \$5,000,000 that Performance Group received in 2007 and 2008 despite a requirement to disclose
17 the "gross amounts received" during that period in response to Question 1 of the "Statement of
18 Financial Affairs." *Id.* at 18 of 67 on ECF.

19 At a hearing on February 4, 2009, Liew lied under oath to the bankruptcy trustee – he
20 told the trustee that Performance Group had been closed down "since the beginning of November
21 [2008]" and it had "lost the business." Rometo Decl., Dkt. 214-2, Ex. 3 at 3, 5. Of course, Liew
22 knew those statements were false – he had received over \$4,600,000 on behalf of Performance
23 Group in 2008, including \$1,359,980 on October 22, 2008, and he received another \$500,000
24 (less fees) on behalf of Performance Group just a few weeks after the hearing on February 26,
25 2009. Rometo Decl., Dkt. 214-2, Ex. 4.

26 During this time, Liew routinely traveled -- up to five or six times a year – to points in
27

28 ⁶ For additional discussion of Liew's control of his father-in-law's account, *see* citations in
footnote 4 above.

1 Asia including the PRC, Taiwan, Singapore, and Malaysia. Opp. to Second Mot., Dkt. 59, at 8-
2 9. Liew's co-defendant wife owned property in both the PRC and Singapore,⁷ and both have
3 extended family in Asia, not the United States.

4 Throughout this time, Liew also filed tax returns on behalf of his companies,
5 Performance Group and USAPTI, in which he substantially understated the gross receipts those
6 companies received.

7 On April 6, 2011, DuPont filed a civil complaint in United States District Court in San
8 Francisco. Superseding Indictment, Dkt. 64, at ¶ 70. The complaint alleged that Liew, USAPTI
9 and J.L., a USAPTI employee, misappropriated DuPont trade secrets related to its chloride-route
10 TiO₂ manufacturing process. *Id.* After the lawsuit was filed, Liew conspired to obstruct it by
11 causing an answer to be filed that contained materially false information. *Id.* at ¶¶ 73-74. Liew
12 also tampered with J.L. by telling him not to say anything about the two former DuPont
13 employees who worked on USAPTI's TiO₂ projects because it would not be good for J.L. or his
14 family. *Id.* at ¶¶ 77-78.

15 A few months later, on July 19, 2011, the FBI executed a search warrant at the Liew's
16 residence. *Id.* at ¶ 83. After FBI agents located safe deposit box keys, an FBI agent asked
17 Christina Liew in English about the keys. Speaking in Mandarin, Walter Liew directed Christina
18 Liew to deny knowing anything about the keys, even though both Walter Liew and Christina
19 Liew knew that one of the keys corresponded to a safe deposit box they had at the Bank of East
20 Asia. *Id.* at ¶¶ 87, 89. Christina Liew followed the direction by telling the agents in English
21 that she did not remember the safe deposit boxes. The FBI later obtained a search warrant for
22 the safe deposit box and found a number of items related to the Liew's efforts to sell DuPont
23 trade secrets to entities in the PRC, including the October 2004 letter to Pangang's Chairman
24 cited earlier, information about Pangang management (Rometo Decl., Dkt. 59-2, Ex. 5),
25

26 ⁷ According to the phone list located in the search of the Liew's rented home in Orinda, the
27 Liew's maintain a "residence" in Shenyang, Liaoning Province, PRC. Rometo Decl., Dkt. 59-2,
28 Ex. 4, at 3 (40 of 180 on ECF). According to documents located in a search of the Liew's
Orinda residence, Christina Liew purchased a property at 18 Shelford Road, Singapore in June
2011 for 3,650,000 Singapore dollars (which works out to be approximately \$2.8 million U.S.
dollars). Rometo Decl., Dkt. 59-2, Ex. 7.

1 information about the Huadaong bank account in Singapore (Rometo Decl., Dkt. 59-2, Ex. 17),
2 executed copies of the \$6,180,000 contract for Pangang Jinzhou and the \$17,800,000 contracts
3 for Pangang Group Titanium, and a document drafted by co-defendant Maegerle that referenced
4 specific, confidential proprietary data contained in the Basic Data Document (Trade Secret 5)
5 (Superseding Indictment, Dkt. 64, at ¶ 43).

6 **III. PROCEDURAL HISTORY**

7 The FBI arrested Liew on July 28, 2011, and he had his initial appearance in magistrate
8 court the same day. Dkt. 5. The government moved for detention at the initial appearance based
9 on Liew's risk of flight. Liew was indicted on August 23, 2011. Dkt. 16.

10 After several continuances at Liew's request, a detention hearing was held on August 24,
11 2011. Dkt. 17. Magistrate Judge Cousins found that Liew was a flight risk and ordered him
12 detained. He found the following factors relevant: (1) Liew engages in significant overseas
13 travel; (2) Liew has significant business ties with the PRC and has no customers in the United
14 States; (3) Liew's "finances raise additional concerns," including the number of bank accounts
15 he and his wife used and the millions of dollars that transited through these accounts; (4) Liew
16 owns no property in the United States, but he and his wife own property in the PRC and were
17 buying property in Singapore;⁸ and (5) Liew has family ties in Malaysia and in the PRC through
18 his wife. Dkt. 19.

19 Almost five months later, on January 18, 2012, Liew filed a motion to be released from
20 detention. Dkt. 48. Liew principally argued that he had defenses to the charges that had been
21 filed and was intent on fighting them, that his various international contacts did not make him a
22 flight risk, and that the sureties he offered were adequate to secure his future appearance. With
23 regard to the sureties, Liew offered thirteen sureties, some of whom were related to each other
24 and to Liew, who together were willing to post approximately \$200,000.

25 In support of his motion, Liew filed a lengthy declaration. Dkt. 48-7. In his declaration,
26 Liew provided details regarding his family, education, and work history. Liew claimed that

27 _____
28 ⁸ It appears that Christina Liew already owned the Singapore property as of the date of first
detention hearing, although defendants did not make this clear to the Magistrate Judge at that
time.

1 “before [his] arrest, [he] had a monthly income of approximately \$10,000.” *Id.*, ¶ 21. Liew
2 identified seven bank accounts belonging to him and his company, each of which contained
3 relatively small sums of money (the largest was a personal account in Singapore containing just
4 over \$34,000). *Id.*, ¶¶ 24-27. Liew did not, in his declaration, disclose that his company had
5 received over \$5,000,000 from the Pangang Group between January and July 2011, and that he
6 had directed almost all of this money to companies in Singapore that he controlled.⁹

7 Liew also attempted to explain away the evidence regarding his contacts with China and
8 Chinese government officials – evidence that he had written and was seized from his computers
9 – by saying that the documents “are not accurate or reliable and include” various “erroneous
10 statements.” *Id.*, ¶ 36. In other words, he explained that documents he had written should not be
11 relied upon because they are false.

12 On February 28, 2012, the Magistrate Judge denied Liew’s motion for bail. Dkt. 74. The
13 court concluded that “Liew is charged with deceptive conduct and the government has presented
14 compelling evidence that Mr. Liew is a serious flight risk.” *Id.* at 4:11-12. With regard to the
15 proffered sureties, the court found that they were inadequate because they “have little or no
16 knowledge about Mr. Liew’s business activities, financial condition, and ability and motivation
17 to flee.” *Id.* at 4:3-8. The court also noted the “credible evidence that Mr. Liew moved
18 significant sums of money to accounts in China and has not accounted for that money or offered
19 to post it as security for his own release.” *Id.* at 4:8-10.

20
21 Nine months later, on November 20, 2012, Liew filed another motion for bail. Dkt. 198.
22 In this motion, Liew offered to post bail in the amount of \$2,000,000, which consisted of
23 anticipated proceeds from the sale of a home in Singapore owned by Christina Liew.

24 This time, the Magistrate Judge granted the motion and ordered Liew released on a
25 \$2,000,000 cash bond. Dkt. 255. The court held that two things had changed between February
26 2012 and December 2012: (1) that Liew increased his proposed bond from \$200,000 to
27

28 ⁹ The Magistrate Judge declined the government’s request to cross-examine Liew on the contents
of his declaration. Dkt. 74 at 2.

1 \$2,000,000; and (2) that he was still in custody, additional charges were contemplated, and no
2 trial date had been set. The Magistrate Judge found that the cash bond, along with home
3 detention and electronic monitoring, would reasonably assure his future appearances. The court
4 also found that further detention threatened Liew's due process rights.

5 The Magistrate Judge allowed Liew to submit information to the court by declaration
6 under seal and in camera describing the source of the \$2,000,000 and Liew's and his wife's
7 financial condition generally. Dkt. 232. A month after receiving this order from the Magistrate
8 Judge, Liew filed his evidence with the Magistrate Judge. Counsel for the government has not
9 seen this evidence.

10 **IV. ARGUMENT**

11 **A. Liew Is A Risk Of Flight And Should Be Detained.**

12 Liew presents a substantial risk of flight and therefore should be detained. The Bail
13 Reform Act of 1984 requires pretrial detention of a defendant without bail where "no condition
14 or combination of conditions will reasonably assure the appearance of the person as required and
15 the safety of any other person and the community." 18 U.S.C. § 3142(e). Detention is
16 appropriate where a defendant is either a danger to the community or a flight risk; it is not
17 necessary to prove both. *United States v. Motamedi*, 767 F.2d 1403, 1406 (9th Cir. 1985). A
18 finding that a defendant is a flight risk need only be supported by a preponderance of the
19 evidence. *Id.* at 1406.

20 **1. Liew Is Facing a Substantial Custodial Term**

21 Liew has an enormous incentive to flee. He has been charged with multiple serious
22 felonies, including economic espionage, theft of trade secrets, and witness tampering. If
23 convicted after trial, the United States conservatively estimates Liew's offense level would be 36
24 and the corresponding guideline range would be 188-235 months. This calculation assumes a
25 base offense level of six (USSG §2B1.1(a)(2)), an adjustment for amount of gain of 22 levels
26 (USSG §2B1.1(b)(1)(L)), a two level adjustment for theft of trade secret for a foreign
27 government (USSG §2B1.1(b)(5)), a four level enhancement for role in the offense (USSG
28 §3B1.1(a)), and a two level enhancement for obstruction (USSG §3C1.1). Other adjustments

1 and enhancements could be appropriate, including a larger adjustment for loss if the harm to
2 DuPont is calculable.

3 2. Liew Has Significant Financial And Family Ties to Asia and Has Never
4 Accounted for His Transfers of Over \$22,000,000 to Singapore and the PRC

5 The most that confidently can be said about Walter Liew's ties to the United States is that
6 he has owned businesses located here. Beyond this, Liew has maintained contacts with Asia that
7 are considerably stronger and deeper than those with the United States.¹⁰

8 Despite living in the Bay Area for many years and earning enormous sums of money
9 through their sale of stolen trade secrets, the only residences owned by the Liewes are overseas –
10
11 in the PRC and Singapore. Moreover, Liew's own description of his efforts to purchase a
12 residence in the Bay Area in 2011 only underscores fundamental questions about his finances.

13 Liew claimed in a declaration he submitted in support of his second bail motion that
14 “[p]rior to our arrest, my wife and I were actively looking to buy a new home in Orinda. My
15 wife bid on five (5) homes in the area.” Liew Decl., Dkt. 48-7, at ¶ 19. Liew's story was
16 misleading, at best. The real story was that Christina Liew had attempted to purchase a house for
17 her brother, Qiao Ning, using cash from three separate accounts. According to the real estate
18 agent who worked with her, Christina Liew made offers (and one counter-offer) on three
19 different houses – in each case proposing an all-cash purchase. In attempting to make these
20 purchases, Christina Liew purported to be acting as the legal representative of Qiao Ning, her
21 brother who resides in the PRC, who had executed a power of attorney appointing Christina
22 Liew at the U.S. Consulate in Shenyang, Liaoning, PRC. Rometo Decl., Ex. 59-2, Ex. 8.
23 Christina Liew proposed to pay for the residences in cash, using money from three bank
24 accounts: (1) an account in the name of Allen Chiang, containing \$499,980; (2) an account in the
25 name of Shu Hua Zuo, Mrs. Liew's mother, containing \$541,073.40; and (3) an account in the
26 name of Christina Liew, containing \$283,929.37. She provided account statements for these

27
28 ¹⁰ The FBI located in a search of the Liewes' residence a telephone list on which the names and
telephone numbers of numerous PRC officials and business leaders appear, including those
identified in Liew's 2004 letter to Pangang Group's chairman. Rometo Decl., Dkt. 59-2, Ex. 4.

1 three accounts to the real estate agent. Rometo Decl., Dkt. 59-2, Ex. 9.

2 What the evidence, therefore, shows is: (1) the Liews have overseas residences which are
3 worth millions of dollars; (2) they do not own property in the United States; (3) in the first half
4 of 2011 they attempted to purchase property for Christina Liew's brother using cash, the vast
5 majority of which comes from accounts belonging to an Allen Chiang and Christina Liew's
6 mother.

7 Liew's failure to explain what happened to the more than \$22,000,000 that he transferred
8 overseas raises a giant red flag about his requested release.

9 Between January 2006 and July 2011, two companies controlled by Walter Liew and
10 Christina Liew – Performance Group and USAPTI – received over \$27,000,000 from Chinese
11 TiO2 customers. Rometo Decl., Dkt. 214-2, Ex. 4. Between July 2006 and July 2011, Liew
12 directed the transfer of over \$22,000,000 from Performance Group/USAPTI to six companies in
13 Singapore: Lawrence Process Engineers (Lawrence), Huadong Equipment Solutions (Huadong),
14 ESI Equipment (ESI), Huan Qu Process Equipment (Huan Qu); Dongbei Process (Dongbei); and
15 LHV Equipment. Rometo Decl., Dkt. 214-2, Ex. 5. Three of the Singapore companies
16 (Huadong, Dongbei, and ESI) subsequently transferred \$3,854,000 to bank accounts in China in
17 the names of Christina Liew's father (Qiao Hua) and one of her brothers (Qiao Ning). Rometo
18 Decl., Dkt. 214-2, Ex. 6 (summary of transfers to China), 15 (records for Qiao Hua transfers), 16
19 (records for Qiao Ning transfers).

20 According to information obtained in the course of this investigation, including publically
21 available information obtained from the Accounting and Corporate Regulatory Authority
22 (ACRA) in Singapore, each of those six companies is directly linked to Walter Liew and
23 Christina Liew. For example, each of the companies was owned by Walter Liew (Huadong),
24 Christina Liew (Lawrence), or a family member. Christina Liew's brother Qiao Mu (a Chinese
25 national) owned ESI, and Christina Liew's sister-in-law Li Rue (a Chinese national) owned Huan
26 Qu, Dongbei, and LHV. Walter Liew's nieces – Shirley Chin and Elaine Chin – reside in
27 Singapore and served as directors of five of the companies. Those relationships are summarized
28 in a chart. Rometo Decl., Dkt. 214-3, Ex. 8. ACRA reports for those companies are also

1 included as exhibits. Rometo Decl., Dkt. 214-3, Ex. 9-14.

2 Moreover, there is substantial evidence that, after moving money through Singapore to
3 the PRC, the Liews brought money back into the United States as needed, including transactions
4 involving Qiao Ning's account at the Bank of China in Hong Kong. In January 2010, Qiao
5 Ning's Bank of China account received \$1,494,000 in two separate transfers – one from Dongbei
6 for \$702,000 and one from ESI for \$792,000. Rometo Decl., Ex. 6 (Dkt. 214-3), 16 (Dkt. 214-
7 4). Then, on April 1, 2011, there was a \$373,980 transfer from Qiao Ning's account at the Bank
8 of China to an account at East West Bank in Oakland in name of a Pangang Jinzhou engineer for
9 which Christina Liew signed documents as the "attorney-in-fact." Opp. to Second Mot., Dkt. 59,
10 at 13. Over the next four months, Christina Liew signed checks withdrawing approximately
11 \$242,000 from the Jinzhou employee's account, payable to Walter Liew and bearing the notation
12 "personal loan." *Id.* Additionally, FBI agents located in Christina Liew's safe deposit box a
13 Bank of China deposit slip, dated November 29, 2010, for a transfer deposit of
14 SGD\$3,956,036.26 into Christina Liew's Bank of China account from Qiao Ning's Bank of
15 China account.

16 The lack of transparency regarding these transactions underscores the danger that Liew
17 has tens of millions of dollars offshore that would be available to him to facilitate his flight and
18 provide for his family's future needs.

19 3. Liew Is Fundamentally Dishonest

20 Liew has a proven track record of dishonesty.

21 As soon as DuPont initiated civil litigation in 2011, Liew engaged in a pattern of conduct
22 designed to obstruct justice – he conspired with co-defendant Robert Maegerle to file a
23 materially false answer to DuPont's civil suit (*see* Superseding Indictment, Count Ten), he
24 threatened a former USAPTI employee by telling him it would not be good for the employee or
25 his family to disclose the work of two former DuPont employees on behalf of USAPTI (Count
26 Eleven), and when the FBI came to execute a search warrant at his residence, he directed
27 Christina Liew to deny knowing anything about the safe deposit box keys they had recovered
28

1 (Counts Thirteen and Fourteen). Of course, Liew had good reason to try to stymie the
2 investigation – in a closet in his house and in the safe deposit box, the FBI found DuPont
3 drawings with the DuPont logo and confidentiality markings. *See* Superseding Indictment, Dkt.
4 64, at ¶¶ 14(b) and (d), 48, 49. If, as he now claims, Liew just wanted to defend himself in a run-
5 of-the-mill civil dispute, why would he engage in all of that obstructive conduct, and why would
6 he have those DuPont documents in his possession.

7
8 Liew has displayed that same lack of trustworthiness in the bail proceedings before
9 Magistrate Judge Cousins. As part of his second bail motion, Liew filed a declaration that is
10 misleading at best.

11 First, Liew stated that he did not have “regular contact” with his father-in-law, Qiao Hua.
12 Liew Decl., Dkt. 48-7 at ¶ 37. Yet, he never explained the disconnect between that statement
13 and the fact – laid out in great detail in the government’s opposition to the second motion (Dkt.
14 59 at 11-14) – that he operated an HSBC bank account in Qiao Hua’s name in China (Hong
15 Kong) that received a \$750,000 deposit from an account he controlled in Singapore on behalf of
16 Huadong, a Singaporean company he owned. *See* Rometo Decl., Dkt. 59-1, Ex. 16-17. Liew
17 transferred another \$1,610,000 from the Huadong account to the same Qiao Hua HSBC account
18 in Hong Kong that he controlled. Rometo Decl., Dkt. 59-1, Ex. 6, 15.

19
20 Second, Liew identified two letters of credit related to his contracts with Pangang Jinzhou
21 and Pangang Group Titanium, but he never explained that there were other letters of credit and
22 letters of guarantee at Mega Bank that resulted in the receipt of millions of dollars by
23 Performance Group and USAPTI. Liew Decl., Dkt. 48-7, at ¶¶ 29-32. In essence, Liew treated
24 Magistrate Judge Cousins much like he has the bankruptcy court and the IRS – he has failed to
25 make full and complete financial disclosures.

26
27 Third, he never addressed the funds he transferred to Singapore, including those sent to
28 the Huadong account at DBS that he controlled.

1 In his declaration, Liew admitted that sometimes he lies. He claimed that two documents
2 were “not accurate or reliable” and cataloged nine “erroneous statements” in them. *See* Liew
3 Decl., Dkt. 48-7 at ¶ 36. In other words, when it suits him, he is willing to change his story.

4 In 2009, Liew lied to the bankruptcy court. He concealed Performance Group’s receipt
5 of \$772,540 in 2007 and \$4,619,906 in 2008, despite an obligation to disclose “the gross
6 amounts received” in those years. *Compare* Rometo Decl., Dkt. 214-2, Ex. 1 at 17, No. 1
7 (“Income from employment or operation of business”) *with* Ex. 4. Curiously, Liew told the
8 bankruptcy trustee that Performance Group stopped operating in early November 2008 because,
9 among other things, it had “lost business,” “didn’t have any new contract and ran out of cash.”
10 Rometo Decl., Dkt. 214-2, Ex. 3 at 3, 5. Yet, on October 22, 2008, just a few days before
11 Performance Group stopped operating because, according to Liew, it was out of money,
12 Performance Group had received \$1,359,980 from Pangang Jinzhou. Similarly, on February 26,
13 2009, a few weeks after Liew made those statements to the bankruptcy court, Performance
14 Group received \$499,975 from Jinzhou. Liew also concealed from the bankruptcy court that he
15 had on-going multi-million dollar contracts with Pangang Jinzhou despite an obligation to do so.
16 *Compare* Rometo Decl., Dkt. 214-2, Ex. 1 at 14 (identifying no executory contracts) *with* Ex. 4.

17 Liew also lied on the tax returns he filed under penalty of perjury on behalf of
18 Performance Group and USAPTI for 2006-2010 by substantially understating the gross receipts
19 for these respective entities. Given Liew’s track record, the Court cannot trust him and therefore
20 has no adequate basis to release him.
21
22

23 Finally, the circumstances surrounding the \$2,000,000 cash bond offered by Liew show
24 not only deception, but evidence an intent to flee. When Liew initially sought release in August
25 2011, he did not reveal that his wife owned a \$2,000,000 property in Singapore. He led the
26 Magistrate Judge to believe that his wife was merely seeking to purchase property in Singapore.
27 In truth, the property had already been purchased and was very valuable. In January 2012, when
28

1 he again sought bail, he offered \$200,000 in various small pieces from a group of acquaintances.
2 He did not offer the \$2,000,000 Singapore property. Only after being denied twice, did Liew put
3 the Singapore property on the table. This incremental approach reveals his desire to offer only
4 what is minimally necessary get released – and a great hesitance to offer anything of his own.
5 Why? Because he will flee if he is able and does not want to lose anything when he does.

6
7 B. The Conditions of Release Ordered By Magistrate Judge Cousins Are Insufficient
8 To Ensure Liew’s Appearance.

9 Magistrate Judge Cousins found that “[m]any of the bail factors for Mr. Liew are
10 unchanged” since the February 2012 order detaining Liew as a flight risk. Release Order at
11 3:18-19, Dkt. 255. In deciding that Liew should now be released, Magistrate Judge Cousins
12 determined that Liew’s offer to post a \$2,000,000 cash bond is a new factor that weighs in favor
13
14 of release. He found that this bond, in combination with a number of other conditions, would
15 secure Liew’s appearance at future proceedings. *Id.* at 3-4 & 7.

16 Although the Magistrate Judge’s ultimate order was not specific as to the source of the
17 funds that would be used for the \$2 million cash bond, defense counsel previously proffered that
18 the funds would come from the sale of a home in Singapore owned by Christina Liew. Counsel
19 has also proffered that the Magistrate Judge could assume that the Singapore home was
20 purchased using proceeds from Liew’s “TiO2 business” – *i.e.*, the money Liew received from the
21 sale of DuPont trade secrets to the Pangang Group defendants.
22

23
24 1. The Home Cannot Be Used As Security Because It Is Subject To
25 Forfeiture.

26 The Magistrate Judge erred in ordering a cash bond that would be funded by proceeds
27 from the criminal conduct alleged in the Superseding Indictment. Section 3142(g)(4) of the bail
28 statute provides that the Court “shall” upon the Government's motion,

1 conduct an inquiry into the source of the property to be designated for potential forfeiture
2 or offered as collateral to secure a bond, and *shall decline to accept* the designation, or
3 the use as collateral, of property that, because of its source, will not reasonably assure the
4 appearance of the person as required.

5 18 U.S.C. § 3142(g)(4) (emphasis added).

6 If defendants are convicted of any one of the Economic Espionage Act charges alleged in
7 the Superseding Indictment, the proceeds of their crimes, including the home in Singapore, will
8 be forfeited. Faced with the prospect of losing this property in the event of a conviction, Liew
9 risks nothing by offering to sell it and use the proceeds to secure his release. This is particularly
10 so because there is no evidence as to Liew's current financial circumstances and no answer to the
11 question of what became of the almost \$30,000,000 Liew was paid by the Pangang Group
12 defendants between 2006 and 2011.

13 2. Liew Has Access To Significant Funds Beyond The Home He Has
14 Offered To Sell To Post Bail.

15 Posting proceeds from the sale of a home that Liew will lose if he is convicted is
16 meaningless. It is even more meaningless if Liew has significant financial resources in the PRC
17 that are out of the Court's reach and can be used to support himself and his family if he flees.
18 The government has proven in great detail that Liew obtained and controlled many millions of
19 dollars as a result of his business ventures with the Pangang Group companies. That money was
20 moved by Liew out of the United States, though he appears to have access to it when necessary.

21 Meaningful discussion of this money, however, is missing from both Liew's briefs and
22 Magistrate Judge Cousins's release order. Neither Liew in seeking release nor Magistrate Judge
23 Cousins in granting Liew's motion have addressed the almost \$28,000,000 Liew received from
24 Chinese TiO₂ manufacturers between 2006 and July 2011. There has been no explanation as to
25 why over \$22,000,000 of that money was transferred to Singapore shell corporations formed and
26 controlled by the Liewes, including over \$5,000,000 in early 2011. There has been no
27 explanation as to why money from the Singapore shell companies went to Christina Liew's
28

1 relatives in China or where that money is now. There has been no explanation as to why the
2 Liew's received wire transfers from China, why a Pangang Jinzhou engineer set up a bank
3 account with Christina Liew, or why Christina Liew was writing checks to Walter Liew bearing
4 the notation "personal loan."

5 These and many other unusual financial transactions reveal the danger that Liew has
6 millions of dollars offshore that would be available to him to facilitate his flight and to provide
7 for his family's future needs, even if he were to walk away from a \$2,000,000 home in
8 Singapore. This danger is heightened by Liew's obfuscation and dishonesty throughout the bail
9 process, as shown most clearly by his unwillingness to forthrightly account for his assets and
10 unwillingness to offer to post the Singapore property when he was first detained.
11

12 3. The Magistrate Judge Did Not Conduct An Appropriate Review Of The
13 Source Of The Funds Liew Proposes To Post Or Liew's Financial
14 Condition.

15 The Magistrate Judge recognized that, in order to properly assess Liew's offer to post a
16 \$2,000,000 bond, he needed to have some basic understanding of Liew's financial
17 circumstances. An impediment to this was Liew's unwillingness to provide any information
18 regarding his financial circumstances that could be reviewed, assessed, or challenged by the
19 government. Liew objected, on Fifth Amendment grounds, to providing any meaningful
20 information regarding his available finances.

21 The Magistrate Judge erred by permitting Liew to present evidence regarding the
22 Singapore property and his financial circumstances *in camera*. The government has not been
23 permitted to review whatever evidence Liew provided to the magistrate court *in camera* on
24 February 15, 2013, and the Magistrate Judge was not in any position to investigate or
25 meaningfully challenge the truthfulness of Liew's information, which is particularly important
26 given Liew's general character for dishonesty and his false declaration to the magistrate court in
27 connection with the second bail motion. The Magistrate Judge's February 27 order does not
28

1 contain any analysis of or findings regarding Liew's financial condition. The adversarial process
2 has been suspended, apparently based entirely on Liew's overbroad assertion of his Fifth
3 Amendment rights.

4 The Court must conduct a *Nebbia* hearing at the request of the Government. The Bail
5 Reform Act mandates an "inquiry into the source of the property to be . . . offered as collateral to
6 secure a bond" upon motion of the Government. 18 U.S.C. § 3142(g)(4); *United States v.*
7 *Sharma*, 2012 WL 1902919 *2 (E.D. Mich. May 25, 2012). The Court "must determine the
8 hearing procedure, which is not addressed either in the statute or in its legislative history."
9 *Sharma* at *3.

10
11 To satisfy the requirements of the Bail Reform Act and protect the defendant's Fifth
12 Amendment rights, there is district court authority for the proposition that Court may conduct an
13 *in camera* proceeding, on the record, without the presence of counsel for the United States. *Id.*
14 (citing authorities). There is no support, however, for Liew's blanket request that *any* evidence
15 he submits should be *in camera*.

16
17 The extent to which the proceeding is closed should be carefully limited to only that
18 evidence which implicates defendant's Fifth Amendment rights. Information offered by
19 defendant, in the form of his statements or documents the production of which would be
20 incriminating, *could* be protected by the Fifth Amendment. Information obtained by the defense
21 team from third parties, including bank and other financial records and information from family
22 members, is not protected by the Fifth Amendment and defendant has no arguable right to offer
23 such evidence under the cloak of an *in camera* proceeding.

24
25 Without knowing what evidence – statements or documents – Liew offered the Court, the
26 Government cannot say whether the Fifth Amendment applies or not. As a general matter, the
27 Fifth Amendment applies only to statements or acts that are (1) compelled, (2) testimonial, and
28 (3) incriminating. *United States v. Hubbell*, 530 U.S. 27, 34-37 (2000). Whether these elements

1 are met is not a question that can be answered in the abstract, but requires particularized analysis
2 of the statements or acts of production at issue. *See, e.g., United States v. Bright*, 596 F.3d 683,
3 691-94 (9th Cir. 2010) (analyzing specific categories of documents for applicability of act of
4 production privilege). A blanket claim of privilege over documents is not appropriate. *Id.* at
5 692.

6 As a general matter, it is difficult to understand how records showing the source of
7 money used to fund a home purchase by defendant's wife could be protected by defendant's
8 Fifth Amendment privilege. Bank and real estate records are not testimonial. The records
9 obviously exist, or the home could not have been purchased. The home was not purchased in
10 defendant's name, so it is difficult to see how he could be incriminated from the production of
11 relevant records. Similarly, bank records showing where \$22,000,000 he sent to Singapore
12 ended up exist and presumably defendant's attorneys can get them.

14 The Magistrate Judge created a Fifth Amendment straw horse by requiring Liew to
15 submit a declaration. Liew cannot, of course, be compelled to make any statement and the
16 Magistrate Judge did just that – compelled him to make a statement that now will be argued must
17 be shielded from the government. But a declaration by the defendant is not the only way –
18 particularly under the Bail Reform Act – to present evidence to the Court. The financial records
19 that provide the information are not protected by the Fifth Amendment. Nor are real estate
20 records. Nor are counsel's proffer regarding financial conditions. Bail proceedings routinely –
21 and complex ones almost always – involve extensive discussions and analysis of the defendant's
22 financial condition. There was no reason for the Magistrate Judge to order Liew to file a
23 declaration and his decision to do so should not shield this entire inquiry from the normal
24 adversarial process.

27 Notably, Liew *did* file a declaration in support of his January 2012 bail motion. In it, he
28 purported to describe his and his company's assets. He claimed that he had just under \$50,000

1 and USAPTI had less than \$10,000. Dkt. 48-7, ¶¶ 24-28. Notably, Liew failed to reveal the
2 \$5,000,000 he and his companies had received from the Pangang Group in the first six months of
3 2011 or explain what had happened to that money. The Magistrate Judge refused to allow the
4 government to cross-examine Liew regarding the information included in – and omitted from –
5 his January 2012 declaration.

6 All the government is now able to do is point out that (1) proceeds from the sale of the
7 Singapore home should not be sufficient under the Bail Reform Act because the home is subject
8 to forfeiture; (2) Liew ran \$22,000,000 over five years through his companies' bank accounts to
9 phony Singapore companies, and there is no account for where that money is now; and (3) the
10 evidence submitted in camera by the defendant has not been subject to any meaningful
11 investigation or challenge and, thus, cannot be trusted, particular in light of Liew's tenuous
12 relationship with the truth.

13 The Court should either disregard the evidence submitted by Liew or direct him to go
14 back and submit it to the Court in a way that can be meaningfully reviewed by the government
15 and subject to the normal adversarial process.

16
17
18 C. Continued Detention Does Not Violate Liew's Due Process Rights.

19 The Magistrate Judge found that continued detention of Liew “strongly points to a denial
20 of due process.” Order at 4. The Magistrate Judge pointed to two factors in support of this
21 conclusion. He found that there has been a large amount of discovery, with “more . . . yet to
22 come,” *id.* at 4:16-19, and “[o]f greatest concern, the government has stated that it will be
23 seeking additional, unspecified charges against Mr. Liew.” *Id.* at 4:20-22. Finally, the
24 Magistrate Judge concluded that “the pace of this case is directly attributable to the decisions of
25 the prosecution.” *Id.* at 4:23.

26 The Magistrate Judge's conclusion that continued detention violates Liew's due process
27 rights is not correct. The issue of new charges will be resolved this week, consistent with the
28

1 government's proffer to the Magistrate Judge that charging would be complete in March.
2 Discovery is virtually complete, including as to new charges contemplated by the government.
3 And attributing "the pace of this case" to the "decisions of the prosecution," ignores the reality
4 that both the scope of criminal conduct and the amount of discovery are the direct responsibility
5 of the defendant – the government is playing the hand that it has been dealt by the defendant,
6 including having to trace and attempt to account for the millions of dollars in proceeds defendant
7 laundered through phony companies in Singapore on its way to banks in the PRC.

8
9 "[T]he due process limit on the length of pretrial detention requires assessment on a case-
10 by-case basis." *United States v. Gelfuso*, 838 F.2d 358, 359 (9th Cir. 1988). The court is to
11 consider in making that assessment "the length of confinement in conjunction with the extent to
12 which the prosecution bears responsibility for the delay that has ensued." *Id.*

13 The length of Liew's detention is the result of one thing and one thing only: his
14 dishonesty. A brief review of the history of this case demonstrates that Liew is responsible for
15 not only his detention, but the delay in getting to the point we are at now.

16
17 Liew was charged, arrested, and detained in August 2011 because he had attempted to
18 obstruct the government's investigation (after similarly attempting to obstruct the civil
19 proceeding). These charges related directly to Liew's effort to conceal his trade secret theft from
20 DuPont and the FBI.

21 When Liew first sought release in August 2011, he claimed that he had no financial
22 resources for bail and did not offer any sureties. This claim was fundamentally false, as revealed
23 by his financial records, his current offer to post his Singapore apartment, and his suggestion that
24 he pay for a round-the-clock security guard. Liew then terminated his first counsel.

25
26 Several months later, Liew moved to be released from custody. This time, he offered
27 sureties who would pledge \$200,000 to secure his release. He offered no money or property
28 himself, including the Singapore property or any of the other assets to which he obviously has

1 access. He filed a declaration in support of his motion in which he attempted to mislead the
2 Magistrate Judge regarding his financial circumstances.

3 After his motion for bail was denied, Liew terminated his legal counsel for the second
4 time and spent approximately two months selecting new counsel.

5 After being charged in the superseding indictment and hiring new counsel, counsel
6 objected to the protective order proposed by the government and litigation ensued. The court
7 ultimately issued the protective order that had been originally proposed by the Government with
8 minor modifications. In July 2012, immediately after the protective order was issued, the United
9 States began producing discovery. The discovery relevant to the trade secret case consists
10 largely of documents seized from Liew's home and office. For five months thereafter, defendant
11 did not complain to the court about the pace of discovery. By December 2012, discovery was
12 effectively complete and Liew's primary complaint is that the United States has produced too
13 much.
14

15 The Magistrate Judge erroneously focused on the amount of discovery and the likelihood
16 of new charges. Liew makes much of the volume of discovery and the need to evaluate it for
17 evidence of his "hard work and independent development" and "reverse engineering." Liew
18 Motion for Bail at 4 (Dkt. 198). This claim is absurd. Liew swore under penalty of perjury to
19 the bankruptcy court in 2009 that he did not have any intellectual property and that his small firm
20 did not do design work, but only performed mathematical calculations. Rometo Decl., Dkt. 214-
21 2, Ex. 1 (at 8 of 67 on ECF), Ex. 3. This may be the only true thing defendant has ever said;
22 defendant could take 300 years to review the discovery, but he's not going to find in it evidence
23 that he was coming up with original designs for titanium dioxide factories.
24

25 Discovery is essentially complete, as the Court learned during the hearing on December
26 12, 2012. Review of the discovery is not the herculean task Liew makes it out to be. A majority
27 of the information that has been produced to the defendants is information seized from their
28

1 residences and offices – not new information seized from third parties. A significant amount of
2 the remaining discovery consists of bank records and records seized from Pan America, Inc.,
3 which have nothing to do with the trade secret charges. The emails, which are in electronic
4 form, can be searched. A small amount of the total discovery originated with the Pangang Group
5 employees whose motel rooms were searched while they were in the United States in July 2011.

6 The superseding indictment identifies, with a great deal of particularity, the specific trade
7 secrets alleged to have been misappropriated. If, in fact, Liew developed this technology on his
8 own, it should be a fairly simple matter to point counsel to the places in his business records that
9 show this development. He should have no need to search voluminous records for evidence of
10 independent development, hard work, or reverse engineering. He should be able to identify the
11 USAPTI and Performance Group employees who developed and engineered this technology; the
12 USAPTI files and documents belonging to those employees, if they exist, should show the
13 development work defendant claims he needs to look for. Of course, Liew, as he admitted to the
14 bankruptcy court, possessed no intellectual property of his own and his employees were not
15 developing technology – they were copying it and performing mathematical equations to size
16 stolen technology to the Chinese plants they were helping build. Although it would indeed be
17 time-consuming for Liew to locate in the discovery evidence that does not exist, that should not
18 justify a delay in the trial.

19 The United States does intend to seek a superseding indictment. Government counsel has
20 identified the nature of the anticipated charges to the defense and already has provided to the
21 defense bank records that relate to those types of charges. Notably, the financial charges the
22 government seeks to file involve precisely the financial shenanigans that are implicated by
23 defendant's repeated requests for bail – specifically, his laundering of profits from sales of trade
24 secrets to the Pangang Group in Singapore shell companies and the subsequent repatriation of
25 that money to bank accounts in China. A minimal amount of additional discovery will be
26
27
28

1 required. Given defendant's familiarity with the subject matter, the superseding indictment will
2 not materially extend the time necessary to get this case to trial.

3 **CONCLUSION**

4 The Court should revoke Magistrate Judge Cousin's February 26, 2013, order releasing
5 defendant Liew and order that Liew be detained pending trial.

6
7 Dated: March 10, 2013

MELINDA HAAG
United States Attorney

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9 /S/

10 _____
11 JOHN H. HEMANN
12 PETER B. AXELROD
13 Assistant U.S. Attorneys
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