

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA , :
 :
 - against - :
 :
 JEFFERY CHOW, :
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 Defendant. :
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17-CR-466 (KAM)

SENTENCING MEMORANDUM ON BEHALF OF JEFFERY CHOW

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PRELIMINARY STATEMENT

This Memorandum and the attached exhibits are respectfully submitted on behalf of Jeffery Chow in connection with his upcoming sentencing. On August 29, 2017, Mr. Chow pleaded guilty to conspiring with more senior employees of Keppel Offshore & Marine Ltd. (KOM), among others, to create and execute false contracts that were used for paying bribes in Brazil in violation of the Foreign Corrupt Practices Act (FCPA), Title 15, United States Code, Sections 78dd-2 and 78dd-3.

Mr. Chow is a good man who committed this crime within a corporate culture that pressured him to close his eyes to misconduct. He was part of a scheme that began away from him, that he did not manage, and that he received no additional compensation from. Mr. Chow makes no excuses for his misconduct but we ask the Court to see his actions in the greater context of a productive, industrious and lawful life. At age 60, he has never previously been in trouble with the law. To the contrary, he has devoted his life to his family and, for nearly 30 years, to working for his former employer, KOM, across the globe. As the letters written in his support demonstrate, Mr. Chow's life has been characterized by his honesty, loyalty, selflessness and immense compassion for others.

Mr. Chow accepts full responsibility for and deeply regrets his crime. Since February 2017, he has cooperated extensively with the government. Indeed, Mr. Chow truthfully cooperated with the government in an environment where all of his KOM peers were refusing to talk honestly with the government and otherwise protesting their innocence. He reached out to the government before they contacted him and, to counsel's knowledge, he was the first KOM employee to cooperate. As the government will attest, Mr. Chow provided substantial assistance to the government's investigation of KOM and its employees.

Based on the mitigating factors, discussed more fully below, we respectfully request that Mr. Chow receive a sentence of probation. Such a sentence is commensurate with other sentences that have been given to similarly situated cooperators in FCPA cases.

BACKGROUND

A. Personal History

1. Childhood and Family

Mr. Chow was born in New Orleans, Louisiana, in 1958, the youngest of the four children of Jimmy S.K. Chow and Lena Yim Chow. His parents immigrated to the United States from China after the Chinese Revolution to avoid persecution. After settling in New Orleans, they opened a diner in an industrial part of the city. Mr. Chow was fortunate to grow up in a loving household. His parents taught him to value his family, supported his education and emphasized that he needed to work hard to earn a good life.

In addition to running the diner, Mr. Chow's father worked a second job as the head chef at a Polynesian restaurant. He later opened a Chinese restaurant. Mr. Chow's mother also worked full time at the family business while raising four children. From the time he was a child, Mr. Chow regularly worked alongside his siblings at the restaurant to spend time together and to help his parents.

Letters from Mr. Chow's many supporters detail the high quality of Mr. Chow's character. For example, Phillip Rubins, Mr. Chow's close friend for nearly 50 years, explained:

I know Jeffery as a compassionate, hardworking, intelligent person. He is deeply dedicated to his mother (and father who passed some years ago) and his brothers, Jimmy and Joe, and sister Shirley. One of my earliest recollections of Jeffery is being frustrated that he could not go out with his friends on Friday Night because he was going to work in the family restaurant. . . . I will always remember what he told me when I asked him why he could not go out, he said "I'd rather work than see my parents work[.]"

Ex. A at 1.

Mr. Chow's dedication to family and his charitable nature continued into adulthood. As a young adult, he joined his siblings in buying a home for their parents; Mr. Chow then lived with his parents to help care for them. To this day, he remains close to his siblings and his ninety-one-year-old mother, who all live in the United States. Despite the 13-hour time difference and approximately 10,000 miles between them, Mr. Chow regularly visits his mother and siblings, speaks with them often and emails his brothers roughly every other day. He also continues to care for his mother, contributing with his siblings to provide for her maintenance.

In 1992, Mr. Chow met Yvonne Zee, his future spouse. Mr. Chow was instantly smitten. Three years later, they married, drawn to each other by their shared devotion to family. In their 24 years of marriage, Mr. Chow has embraced Ms. Zee's family as his own. He and Ms. Zee currently reside in her family home in Singapore with her mother and her sister. Although Mr. Chow and Ms. Zee have never had children, together they cared for two mixed-breed dogs, named Mocha and Latte, who Mr. Chow rescued from Keppel FELS Shipyard shortly after their birth on Christmas in 2003.

2. Education and Professional Life

Mr. Chow obtained an undergraduate degree in civil engineering from Tulane University, where he also later earned a law degree while continuing to help his mother run the family restaurant. From about 1982 to 1990, he worked at a small law firm that practiced intellectual property and personal injury law. Around early 1990, Mr. Chow decided to change professions and become a pastry chef. Before executing that plan, Mr. Chow took the steps that led to spending his adult life in Singapore. In 1989, a former client and friend introduced Mr. Chow to

businessmen from Far East Levingston Shipbuilding (FELS),¹ who were seeking a second opinion regarding a lawsuit in Texas. When the FELS businessmen learned that Mr. Chow was planning to leave his job, they asked him to assist with a new engineering project in Singapore. Mr. Chow initially agreed to work for FELS for only a year starting in April 1990. By 1992, Mr. Chow accepted a full-time position with FELS. Demonstrating his loyalty, he remained with the company and related companies for 25 more years, until April 2017.

Mr. Chow started at FELS as an Administrative Manager and, by the time he left the company, which had been integrated into KOM, he held the position of Director of Legal, a mid-level management position that is equivalent to a department head or business unit manager in a U.S. corporation. KOM participated in the offshore marine market; it did business in many global markets including Brazil. KOM maintained an office in Rio de Janeiro that was responsible for marketing KOM's expertise and overseeing projects in the region. It also operated shipyards in three other Brazilian cities – Niterói, Angra dos Reis and Navegantes. Mr. Chow was never assigned to KOM's Brazilian office or the yards, although he traveled there for business approximately 20 to 25 times during the period from 2000 through 2016. His work in Brazil never constituted more than a small fraction of his responsibilities.

3. The Offense

In Brazil, KOM competed with other offshore marine companies for the opportunity to do business with Petróleo Brasileiro S.A. (Petrobras), the Brazilian state-controlled oil company, and other clients in Brazil that worked with Petrobras. Beginning in the mid-1990s, KOM used an agent, Zwi Skornicki, who advised the company on the local market, provided technical

¹ By 1997, FELS was renamed "Keppel FELS." KOM was established in 2002 by integrating Keppel FELS with two other offshore and marine companies, Keppel Shipyard and Keppel Singmarine.

advice and assisted in discussions with Petrobras. Initially, KOM paid Skornicki a retainer. Starting in 2000, when it established offices in Rio de Janeiro and a shipyard in Angra dos Reis, Brazil, KOM regularly entered into services agreements with Skornicki that paid him a percentage of the price of contracts that he helped the company secure. Mr. Chow was responsible for drafting some of these services agreements. His superiors at KOM were responsible for negotiating the economic terms of the agreements with Skornicki, including the size of the commissions he received.

By no later than 2008, Mr. Chow realized that KOM was paying certain third parties through Skornicki to gain an unfair advantage in its competition for contracts with Petrobras. He understood that these payments violated anti-bribery laws. In particular, he realized that KOM was overpaying Skornicki, sometimes by millions of dollars, so that Skornicki could pay bribes to individuals who could help KOM win business from Petrobras. Although Mr. Chow did not negotiate these bribe payments and was never told the names of the bribe recipients, he deduced that some portion of the fees being paid to Skornicki were being passed on to government officials and to Brazil's then-ruling political party.

Mr. Chow recognizes that he should have refused to participate in this bribery scheme and that he should have resigned from KOM. He regrets that he did not have the strength of character to say "no" in an environment that encouraged his participation in this conspiracy. Instead, he confirmed the economic terms of the contracts with his seniors at KOM and, acting in agreement with his seniors and others at KOM, he drafted the contracts and made sure they were executed. While he did not negotiate the size of the payments or make the decisions to pay bribes, he knew that the contracts existed to make the payments look legitimate and that they were a material part of the scheme.

SENTENCING CONSIDERATIONS

For the reasons set forth below, we respectfully urge the Court to sentence Mr. Chow to probation.

A. The Sentencing Guidelines

Mr. Chow has no prior criminal history. In this matter, he has pleaded guilty to conspiring to violate Title 15, United States Code, Sections 78dd-2 and 78dd-3. The statutory maximum penalty for his offense is 60 months. Mr. Chow's guideline range exceeds 60 months, largely due to the high dollar value of the bribes paid by KOM through Skornicki. Consequently, Mr. Chow's guideline sentence is 60 months. *See* Federal Sentencing Guidelines Manual (herein after USSG) § 5G1.1(a).

Pursuant to USSG Section 1B1.1, if the Court chooses to depart downward under Parts H or K of Chapter Five, the departure should be measured from the guideline sentence of 60 months. Specifically, the departure should be made from "the lowest range that would support the statutory maximum sentence," which in this case is offense level 24. *United States v. Jones*, 233 F. Supp. 2d 1067, 1075 (E.D. Wis. 2002) (following the logic of *United States v. Hayes*, 5 F.3d 292, 295 (7th Cir. 1993)).

B. Reasons for Leniency

1. Cooperation

We believe that Mr. Chow was the first KOM cooperator in this matter. His cooperation was early and comprehensive. Through his personal counsel, he contacted the Department of Justice (DOJ) in December 2016 to announce his interest in cooperating. This consequential step occurred before the government had stated any interest in investigating or prosecuting Mr. Chow. In January 2017, he voluntarily traveled from Singapore to the United States to meet with

the government for the first time. Thereafter, he voluntarily traveled from Singapore to meet with the government in March and June 2017. Mr. Chow chose not to hunker down in Singapore (as many of his colleagues did). While his geographic “defenses” were substantial, Mr. Chow opted to come forward and speak truthfully.

Mr. Chow cooperated because he was remorseful and was determined to take full responsibility for his crime. To counsel’s knowledge, Mr. Chow was the first and only KOM employee involved in the misconduct in Brazil to cooperate with the government and truly accept responsibility. Mr. Chow decided to cooperate before he received any assurances as to what, if any, benefit he would receive from his cooperation. All three of his proffer sessions and two detailed attorney proffer sessions occurred before he entered into a formal cooperation agreement with the government on August 29, 2017, when he entered his guilty plea.

Mr. Chow prepared extensively for his meetings with the government, spending months reviewing documents to refresh his recollection of events that occurred many years ago. In the proffer sessions, he answered all questions posed by the government to the best of his ability and provided complete, truthful information. Mr. Chow gave the government an insider’s view of KOM and taught the government about KOM’s business culture and hierarchal decision-making structures. For that reason alone, Mr. Chow deserves a substantial downward departure. But he did much more.

Mr. Chow provided a full accounting of the misconduct in Brazil, holding back nothing and even implicating at least a dozen colleagues, many of whom he worked with much of his adult life. He identified and provided evidence relating to both the high-level KOM executives who approved Skornicki’s commission fees and the other executives who participated in negotiating the fees. He described evidence indicating that several of his colleagues knew that

Skornicki shared his fees with others who could influence Petrobras, including the then-presiding political party in Brazil. He also identified a number of individuals who likely knew about the sizeable payments to Skornicki. To our knowledge, none of these individuals, most of whom were more senior actors in this misconduct, have come to the United States to take responsibility for their crimes.

Mr. Chow also described the projects KOM won in Brazil, the key participants for each of the projects, KOM's work with joint venture partners (including Technip USA, J. Ray McDermott and PEM Setal) and the history of KOM's relationship with Skornicki. He confirmed who signed each of Skornicki's agency agreements and described KOM's procedures for authorizing payments to Skornicki. He also identified key information that subsequently was included in the charging documents filed against KOM and its U.S. subsidiary, including when and where agency agreements with Skornicki were executed.

At the government's request, Mr. Chow provided information relating to Skornicki's son and certain payments to Skornicki that were memorialized through a backdated agency agreement. Also at the government's request, Mr. Chow discussed Keppel Corporation's initial internal investigation into the events in Brazil, recounting comments by high-level KOM officials that Mr. Chow recognized as efforts to prevent investigators from uncovering the truth. In addition, Mr. Chow described conduct that concerned him in Azerbaijan, Ukraine, the United Arab Emirates, the Philippines, China and Nicaragua.

Using evidence provided by Mr. Chow, on December 22, 2017, the government entered into a deferred prosecution agreement with KOM and secured a guilty plea from its U.S. subsidiary, KOM USA. KOM and KOM USA agreed to pay a combined penalty of more than \$422 million to resolve charges by authorities in the United States, Brazil and Singapore. On

June 25, 2019, Skornicki pleaded guilty to one count of conspiracy to violate the FCPA. On the same day, the government settled FCPA conspiracy charges against one of KOM's joint venture partners in Brazil, entering into a deferred prosecution agreement with TechnipFMC plc (TFMC) and securing a guilty plea from its wholly-owned U.S. subsidiary, Technip USA, Inc. (Technip USA).² TFMC and Technip USA agreed to pay a combined total criminal fine of more than \$296 million to resolve charges by U.S. and Brazilian authorities. Mr. Chow's cooperation substantially assisted all these prosecutions.

We anticipate that the government will submit a letter to the Court pursuant to USSG Section 5K1.1, which will describe Mr. Chow's substantial cooperation in detail.

2. Chow Should Receive a Sentence Commensurate with Other Similar Cooperators

Early cooperators in FCPA cases, including defendants who were similarly situated to or more culpable than Mr. Chow, have routinely received probationary sentences. For example, in 2015, early cooperator Gregory Weisman, a former officer and general counsel of PetroTiger Ltd., was sentenced to probation, as well as a \$30,000 fine and \$51,618 in forfeiture, for conspiring to commit wire fraud and to bribe Colombian officials to obtain an oil services contract. *See* Judgment, *United States v. Weisman*, Case No. 1:13-CR-00730-JEI at 1-2 (D.N.J. Sept. 14, 2015), ECF No. 24; Plea Agreement, *Weisman* at 4, ECF No. 6; Press Release, FBI, *Former CEO of Oil Services Company Pleads Guilty to Foreign Bribery Charges* (Feb. 18, 2014), <https://www.fbi.gov/contact-us/field-offices/newark/news/press-releases/former-chief->

² TFMC is the product of a 2017 merger between Technip S.A. (Technip) and FMC Technologies, Inc. (FMC). Prior to the merger, Technip was an oil and gas technology services company, which operated through a number of subsidiaries including Technip USA. The government charged TFMC with two counts of conspiracy to violate the FCPA. One count arose from a scheme to bribe Brazilian officials to secure contracts for a joint venture project between Technip USA and a KOM subsidiary. The other arose from a scheme by FMC to bribe Iraqi officials.

[executive-officer-of-oil-services-company-indicted-in-new-jersey-on-foreign-bribery-and-kickback-charges](#). Weisman faced the same 60-month guideline range as Mr. Chow. *See* Sentencing Transcript, *Weisman* at 10:10-14 (Sept. 14, 2015). Yet, he was arguably more culpable than Mr. Chow because he personally profited through his misconduct by accepting kickbacks and did not offer to cooperate until after the government contacted him. *See id.* at 13:8-19, 28:1-7; Information, *Weisman* at 1-2 (Nov. 8, 2013), ECF No. 1. Also, unlike Mr. Chow, Weisman resided in the United States, working from an office in New Jersey. *See* Information, *Weisman* at 4. Mr. Chow deserves great credit for voluntarily submitting to U.S. jurisdiction while residing in Singapore.

In 2016, another early cooperator, Richard Hirsch, was sentenced to probation and a \$10,000 fine for orchestrating bribe payments to foreign officials totaling \$3.9 million to secure government contracts. *See* Sentencing Transcript, *United States v. Hirsch*, Case No. 3:15-CR-00358-MLC-1, 37:20-21, 39:5-8 (D.N.J. July 19, 2016); Press Release, U.S. Dep't of Justice, *Two Former Executives of Louis Berger International Sentenced in Foreign Bribery Scheme*, Release No. 16-201 (July 8, 2016), <https://www.justice.gov/usao-nj/pr/two-former-executives-louis-berger-international-sentenced-foreign-bribery-scheme>. Hirsch faced a guideline range of 57 to 71 months after pleading guilty to one count of conspiring to violate the FCPA and one substantive FCPA count. Sentencing Transcript, *Hirsch* at 5-6:8-7. He also was more culpable than Mr. Chow because he was charged with authorizing bribe payments and did not offer to cooperate until after the Federal Bureau of Investigation (FBI) served him with a subpoena. *See* Sentencing Transcript, *Hirsch* at 13:23-24; Information, *Hirsch* at 5 (July 17, 2015), ECF No. 1. At sentencing, the Court did not impose any travel restrictions and permitted Hirsch to serve probation in the Philippines. *Id.* at 40:11-19.

More recently, in 2018, early cooperator Colin Steven was sentenced to “time served” after serving no more than part of a day in jail, as well as a \$25,000 fine and \$173,935 in forfeiture, for participating in a scheme to bribe a Saudi Arabian official to secure the sale of three new aircraft.³ *See* Sentencing Transcript, *United States v. Steven*, 1:17-cr-00788-AJN at 32:4-9, 38-39:16-21 (S.D.N.Y. Dec. 12, 2018), ECF No. 47; Gov’t Sentencing Submission, *Steven*, 1:17-cr-00788-AJN at 2 (S.D.N.Y. Oct. 17, 2018), ECF No. 35. Steven faced a guideline range of 360 months to life imprisonment after pleading guilty to violations of the FCPA, money laundering, wire fraud and making a false statement. Sentencing Transcript, *Steven* at 9; Plea Transcript, *Steven* at 12:18-25, 13:1-25, 14:1-25, 15:1-21, 21:21-25 (December 21, 2017), ECF No. 6. Not only was his guideline range much longer than Mr. Chow’s, his conduct was more reprehensible. Unlike Mr. Chow, Steven negotiated bribe payments with a government official, devised a plan to take a portion of the money as a kickback, received a commission payment from securing the projects and lied to the FBI in his initial interview. *See* Information, *Steven* at 4-5, 8-9 (Dec. 21, 2017), ECF No. 2.

Other FCPA cooperators have also regularly received probationary sentences. For example, in 2012, Wojciech Chodan was sentenced to one year of unsupervised probation (which he was permitted to serve in the United Kingdom), \$726,885 in forfeiture and a \$20,000 fine for his role in a scheme to pay Nigerian officials roughly \$180 million in bribes to obtain

³ Steven disclosed his misconduct during an internal investigation by his company into potential bribery in countries other than Saudi Arabia. *See* Sentencing Transcript, *United States v. Steven*, 1:17-cr-00788-AJN at 10-11:15-1 (Dec. 12, 2018), ECF No. 47. His disclosure led the company to investigate the bribery in Saudi Arabia and disclose its findings to the DOJ. *See id.* at 11. On December 21, 2017, Steven voluntarily appeared before the court, waived indictment, pleaded guilty and was released on bond. *See* Def.’s Sentencing Submission at 1, *Steven* (1:17-cr-00788-AJN), ECF No. 36; Appearance Bond at 1, *Steven* (1:17-cr-00788-AJN), ECF No. 3. The available filings suggest that, while he did not spend any nights incarcerated, the court sentenced him to time served, rather than probation, because he resided outside the United States and was not a U.S. citizen. *See* Sentencing Transcript, *Steven* at 28:12-25, 35:14-19, 39:6-9.

contracts valued at over \$6 billion. *See* Judgment, *United States v. Chodan*, Case No. 4:09-CR-00098, 1-2, 4 (S.D. Tex. Feb. 27, 2012), ECF No. 3; Order of Forfeiture, *Chodan* at 2 (Mar. 14, 2011), ECF No. 39; U.S. Dep't of Justice, Release No. 10-1391 (Dec. 6, 2010); Richard L. Cassin, *For Chodan, Probation Only*, The FCPA Blog (Feb. 22, 2012), <https://www.fcablog.com/blog/2012/2/22/for-chodan-probation-only.html>. In 2017, Daniel Perez and Kamta Ramnarine were each sentenced to probation for their roles in paying Mexican officials over \$2 million in bribes for aviation services contracts.⁴ *See* Sentencing Transcript, *United States v. Ramnarine*, Case No. 7:16-CR-001164, 13:14-17 (S.D. Tex. Feb. 13, 2017), ECF No. 64; Sentencing Transcript, *United States v. Perez*, Case No. 7:16-CR-001164, 39:17-20 (S.D. Tex. Feb. 13, 2017), ECF No. 63; Press Release, U.S. Dep't of Justice, *Four Businessmen and Two Foreign Officials Plead Guilty in Connection with Bribes Paid to Mexican Aviation Officials*, Release No. 16-1531 (Dec. 27, 2016). Additional cases in which FCPA cooperators received probation abound.⁵

The guideline range for Ramnarine and Perez was 57 to 60 months, capped by the statutory maximum sentence. *See* Sentencing Transcript, *Ramnarine* at 13:6-13; Sentencing

⁴ Details on the timing of Chodan and Perez's cooperation are not publicly available. While Ramnarine's plea agreement addressed cooperation, details confirming whether he cooperated are not publicly available. Many of the filings in these cases are sealed.

⁵ *See, e.g.*, Judgment, *United States v. Barnett*, 2:16-CR-00248-EAS (S.D. Ohio July 30, 2019), ECF No. 35 (defendant sentenced to probation and a \$250,000 fine); Judgment, *United States v. Zuurhout*, 2:17-CR-00122-EAS (S.D. Ohio Jul. 30, 2019), ECF No. 37 (defendant sentenced to probation and a \$50,000 fine); Judgment, *United States v. Dubois*, Case No. 4:11-CR-00183-GKF (N.D. Okla. Apr. 8, 2013), ECF No. 33 (defendant sentenced to probation, including eight months' house arrest, and ordered to pay \$98,950 in forfeiture); Judgment, *United States v. Uhl*, Case No. 4:11-CR-00184-GKF, (N.D. Okla. Apr. 8, 2013), ECF No. 33 (defendant sentenced to probation, including eight months' house arrest, and a \$10,000 fine); Judgment, *United States v. Morlok*, Case No. 8:09-CR-00005-JVS (C.D. Cal Mar. 12, 2013), ECF No. 41 (defendant sentenced to probation, including three months' house arrest, and a \$5,000 fine); Judgment, *United States v. Covino*, Case No. 8:08-CR-00336-JVS (C.D. Cal. Mar. 12, 2013), ECF No. 55 (defendant sentenced to probation, including three months' house arrest, and a \$7,500 fine); Judgment, *United States v. Elkin*, Case No. 4:10-CR-00015-JLK (W.D.V.A. Oct. 21, 2010), ECF No. 26 (defendant sentenced to probation and a \$5,000 fine).

Transcript, *Perez* at 39:9-17; Sentencing Transcript, *Hirsch* at 5-6:8-7. Unlike Mr. Chow, Ramnarine approved and authorized bribe payments, *see* Plea Agreement, *Ramnarine* at 9 (Nov. 2, 2016), ECF No. 26, while Perez communicated with the bribe recipients and deposited payments into the bank account of one of the bribe recipients, *see* Plea Agreement, *Perez* at 8-9 (Nov. 2, 2016), ECF No. 25.

While Chodan was not a “driving force” in the bribery scheme, *see* Sentencing Transcript, *United States v. Tesler*, Case No. 4:09-CR-00098, 25:20-24 (Feb. 23, 2012), ECF No. 109, he fought his extradition to avoid facing charges in the United States, *see* Rob Evans, *British man sentenced in US over bribes to Nigerian government*, *The Guardian* (Feb. 22, 2012), <https://www.theguardian.com/law/2012/feb/22/us-extradition-british-man-sentenced-bribes-nigeria>. Mr. Chow, of course, has voluntarily returned from Singapore to the United States to cooperate, to enter his guilty plea, and now to be sentenced.

(a) The Nature and Circumstances of the Offense

Mr. Chow holds himself fully responsible for his actions in Brazil and recognizes that his conduct was reprehensible. As the most senior U.S.-trained lawyer at KOM, he occupied a unique position. Still, Mr. Chow’s role was not comparable to the role of a general counsel in a U.S. corporation. Mr. Chow was a loyal subordinate in a company where national cultural norms dictated adherence to strict hierarchy. Even when Mr. Chow had discussions with KOM’s more senior executives, such as its CEO and CFO, the conversations were typically one-way dialogues in which his bosses directed his actions. Mr. Chow learned to follow his bosses’ orders without protest in his early years at KOM.⁶ To his great regret, he continued to do so in

⁶ Robert Isaac, who worked with Mr. Chow from approximately 1994 through 2013 as the head of the Legal Department for offshore oil and gas drilling contractor ENSCO International Inc., observed Mr. Chow’s

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Brazil even after he realized his actions were aiding his bosses' illegal scheme. He did not raise his concerns to his bosses because he understood that, given their interactions and lengthy history with Skornicki, they were already aware of the bribery scheme. Instead, he papered the agreements to pay Skornicki to make the company's bribe payments look legitimate.

Mr. Chow was a subordinate actor in this scheme. He served, usually in ministerial ways, to effectuate the orders of his bosses, many of whom Mr. Chow provided evidence against. After devoting 18 years to KOM, faced with the decision to resign or do as instructed, he made the wrong choice. As his former colleague Michael Pollen explained:

Jeff has . . . been a long-serving, dedicated and committed servant of KOM. At considerable cost to his health, general well-being and personal life he has given of his best to his employer and colleagues. . . . The best I can come up with as regards Jeff's motivation for committing his offences is that he allowed his own instincts to be overcome by what those around him perceived to be in the interests of KOM. That was a huge mistake. But it would be consistent with Jeff's otherwise admirable characteristics of loyalty, respect for others, commitment and (perhaps excessive) modesty about his own position relative to others.

Ex. C at 2. Mr. Chow has lost his livelihood as a result of his misconduct. In light of Mr. Chow's role in the offense justice does not require that he receive a sentence of incarceration.

(b) Mr. Chow's History and Characteristics

Mr. Chow's history and personal characteristics also warrant a probationary sentence. As the many letters from his colleagues, friends and family describe in detail, Mr. Chow's illegal

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deference to his bosses in contract negotiations. Mr. Isaac explained, "I worked closely with Jeff on major deals and witnessed time after time that when an impasse regarding a contractual issue that had some potential consequence to Keppel was encountered, either from a monetary or liability standpoint, the matter or issue was always taken up to Keppel's executive management for resolution." Ex. B at 2. Based on his dealings with Mr. Chow and others at KOM and KCL, Mr. Isaac believes Mr. Chow's superiors "exploited Jeff's loyalty by making him a 'scapegoat' or 'sacrificial lamb' for the illegal activities that they (i.e., executive management and the Boards of the respective Keppel companies) knowingly planned and orchestrated, simply to feed their enormous corporate greed." *Id.*

acts were entirely out of character. His former boss from around 1982 to 1990, Thomas Keaty, described Mr. Chow as “one of the most honest people [he has] known in [his] life.” Ex. D at 1. Geoffrey John King, who worked with Mr. Chow from 1991 to 2006, wrote that he “found his conduct as beyond reproach – honest, forthright and dependable.” Ex. E at 2. Similarly, Angela Mejia, who worked with Mr. Chow from around 2000 to 2016, described Mr. Chow’s misconduct as his “one lone mistake in twenty six years of exemplary service to his company and his profession.” Ex. F at 1. As Mr. Pollen noted, Mr. Chow is also “unfailingly a kind, considerate, generous, decent and respectful person.” Ex. C at 2. He has consistently proven himself a devoted family man and a thoughtful mentor to his junior colleagues.

CRIMINAL FINE

While Mr. Chow kept his job throughout the term of the conspiracy, he did not earn any other financial benefits. As a result of his misconduct, he has already forfeited roughly \$1 million in options, shares, bonuses and other benefits. At 60 years old, his remaining funds will only pay for a modest retirement. We therefore respectfully submit that this Court should not impose a fine on Mr. Chow as part of its sentence, other than the mandatory \$100 assessment.

ADDITIONAL CONSIDERATIONS

Mr. Chow respectfully requests that the Court permit him to serve probation in Singapore, where he resides with his wife, and to travel to the United States as needed to visit his family, including his ninety-one-year-old mother.⁷ The Court can have confidence that Mr. Chow will appear as required. Since his plea, Mr. Chow’s bail conditions have allowed him to travel back and forth to Singapore with notice to the government and he has regularly done that.

⁷ If Mr. Chow would be unable to visit his mother from Singapore, he would prefer to serve probation in San Francisco, where his mother could visit him. Mr. Chow has relatives in San Francisco and his wife owns an apartment there.

Mr. Chow's life is in Singapore, which has been his home for the past 29 years. Also, his wife's business and elderly mother are both in Singapore, which would prevent her from residing with Mr. Chow in the United States.

CONCLUSION

For the foregoing reasons, we respectfully request that the Court impose a sentence of probation and permit Mr. Chow to serve his sentence in Singapore.

Dated: October 25, 2019

Respectfully submitted:

By: /s/ John K. Carroll

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 25, 2019, the foregoing document was electronically filed with the Clerk of the Court using CM/ECF. I also certify that this document is being served simultaneously on all counsel of record in the manner specified, either by transmission of Notices of Electronic Filing generated by CM/ECF, or in another authorized manner.

/s/ John K. Carroll
John K. Carroll, Esq.