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U.S. Department of Justice
United States Attorney
Eastern District of Louisiana

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February 12, 2025

Honorable Jay C. Zainey
United States District Judge
Eastern District of Louisiana
500 Poydras Street
Room C455
New Orleans, Louisiana 70130

Re: *United States v. ASL Singapore Shipping Limited and Jia Feng Shipping (Fuzhou) Limited*
Criminal Docket No. 25-cr-27 "A"

Dear Judge Zainey:

In compliance with the holding of *Bryan v. United States*, 492 F.2d 775 (5th Cir. 1974) and with Rule 11 of the Federal Rules of Criminal Procedure, the U.S. Attorney's Office for the Eastern District of Louisiana wishes to acknowledge the following Agreement between the Government and ASL Singapore Shipping Limited ("ASL Singapore Shipping") and Jia Feng Shipping (Fuzhou) Limited ("Jia Feng") (collectively "Defendants") in the above-captioned criminal proceeding.

Defendants' undersigned counsel have reviewed the terms of this Agreement, have been advised by authorized corporate officers for each defendant that they fully understand the terms of this Agreement, and have been advised that the undersigned corporate representatives have been duly authorized to enter into this Agreement.

Criminal Charges: Defendants, having been advised through their counsel of the charges, agree to enter pleas of guilty to Counts 1 and 2 of the Bill of Information filed in the Eastern District of Louisiana as set forth below:

Page 1 of 11

AUSA CMC
ASL Singapore Shipping 2/20/24
Jia Feng Shipping
Defense Counsel JHR

Count 1: Knowing failure to maintain an accurate Oil Record Book in U.S. waters, in violation of the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a).

Count 2: Obstruction of Justice, in violation of 18 U.S.C. § 1505.

Defendants' Admission of Guilt: Defendants are pleading guilty because each is guilty and wishes to acknowledge its acceptance of responsibility for the criminal conduct described in the Bill of Information and Joint Factual Statement filed in this matter.

Maximum Fines and Penalties: Defendants further understand and agree that as organizational defendants the maximum penalty for each defendant for each count is \$500,000, or, if greater, a fine of the greater of twice the gross gain to the defendant or twice the gross loss to any person under 18 U.S.C. § 3571(c) and (d); a term of probation of five years, pursuant to 18 U.S.C. § 3561(c)(1); and a special assessment \$800 each or \$1,600 total (\$400 per count and per defendant), pursuant to 18 U.S.C. § 3013(a)(2)(B). The special assessment must be paid on the date of sentencing. Failure to pay this special assessment may result in the Plea Agreement being voided.

Defendants further understand that, in addition to any other penalty, the Court may order the payment of restitution to any victim of the offenses pursuant to the provisions of 18 U.S.C. § 3663. The parties are unaware of any applicable restitution in this case.

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the Government, ASL Singapore Shipping, and Jia Feng agree and stipulate to the following plea and sentence applicable to this case:

- (1) Counts: Defendants ASL Singapore Shipping and Jia Feng each agree to plead guilty to Counts 1 and 2 as set forth above and detailed in the Bill of Information.
- (2) Factual Basis: Defendants ASL Singapore Shipping and Jia Feng each admit that they are guilty of Counts 1 and 2 of the Bill of Information, by and through the acts and omissions of their agents and employees, acting within the scope of their agency and employment, and with the intent, at least in part, to benefit ASL Singapore Shipping and Jia Feng; and that the Joint Factual Statement is a true and accurate statement of their criminal conduct and provides a sufficient factual basis for the pleas.

Page 2 of 11

AUSA *OMC*
ASL Singapore Shipping *2/20/25*
Jia Feng Shipping *2/20/25*
Defense Counsel *JJR*

(3) Scope: In exchange for the Defendants' guilty plea, and the promises set forth herein, the United States Attorney's Office for the Eastern District of Louisiana agrees to forgo additional criminal prosecution against the Defendants, ASL Singapore Shipping and Jia Feng, as well as the commercial manager, ASL Bulk Shipping HK Limited, a non-defendant, in the Eastern District of Louisiana for the offenses set forth in the Bill of Information. Defendants understand and agree that neither this paragraph nor this Agreement limits the prosecuting authority of any other sections or divisions of the Department of Justice, including the U.S. Attorney of any other judicial district, or any other federal, state or local regulatory or prosecuting authorities. Furthermore, this Plea Agreement does not provide or promise any waiver of any civil or administrative actions, sanctions, or penalties that may apply, including, but not limited to: fines, penalties, claims for damages to natural resources, suspension, debarment, listing to restrict rights and opportunities of the defendants to contract with or receive assistance, loans, and benefits from United States agencies, licensing, injunctive relief, or remedial action to comply with any applicable regulatory requirement. This Agreement applies only to ASL Singapore Shipping and Jia Feng and has no effect on any proceedings against any defendant not expressly mentioned herein, including the actual or potential criminal liability of any individuals.

(4) Payments: Defendants ASL Singapore Shipping and Jia Feng shall pay a total of \$1,850,000.00. Defendants understand and agree that under the terms of this Agreement they have joint and several liability for all payments required by this agreement. \$1,000,000.00 of the total payment can be paid from the surety bond posted by the Defendants pursuant to the Security Agreement. The remaining \$850,000.00 shall be deposited into the registry of the Court at the time of sentencing, or within 24-hours of the sentencing.

(5) Special Assessment: As set forth above, defendants ASL Singapore Shipping and Jia Feng must pay a special assessment fee of \$1,600, or \$800 each (\$400 per count and per defendant) which is due in full on the day of sentencing.

(6) Probation: Defendants ASL Singapore Shipping and Jia Feng shall be placed on organizational probation, starting from the date of sentencing and lasting a term of four years. In addition to whatever standard probation conditions might be imposed by the Court, defendants ASL Singapore Shipping and Jia Feng shall be subject to the following Special Conditions of Probation:

- Defendants shall commit no further violations of MARPOL 73/78 or the environmental law of the United States.

Page 3 of 11

AUSA *Amc*
ASL Singapore Shipping *ASL*
Jia Feng Shipping *JFS*
Defense Counsel *JFC*

- b. Payment in full of the monetary amounts set forth herein including all special assessments and fines.
- c. Defendants shall be banned from operating in the United States in the future. This provision shall not apply to ASL Bulk Shipping HK Limited, which is not a defendant in this matter or a signatory to this agreement.
- d. Defendants will not engage, participate, or assist in, or fund, any post-trial litigation or ancillary litigation brought by any person against the United States or any agency or person thereof.

Rule 11(c)(1)(C) Plea: The parties have entered into this Agreement pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) with the understanding that the Court can either accept or reject the Agreement but may not modify its terms. If the District Court rejects the Plea Agreement, then each Defendant will have the right to withdraw their guilty plea.

Appellate and Other Waivers of the Defendants: Defendants understand that Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291, may give a criminal defendant the right to appeal a conviction, sentence, restitution, fine, and judgment imposed by the Court. Defendants also understand that ordinarily they may have the right to file collateral challenges to conviction and sentence, and judgment, including but not limited to rights provided by Title 28, United States Code, Sections 2255 and 2241, Rule 60 of the Federal Rules of Civil Procedure, Rule 36 of the Federal Rules of Criminal Procedure, and writs of *coram nobis* and *audita querela*. Acknowledging these rights, subject only to the exceptions specifically indicated below, each Defendant, in exchange for the promises and Agreements made by the United States in this Plea Agreement, knowingly and voluntarily:

- (1) Waives and gives up any right to appeal or contest its guilty plea, conviction, sentence, fine, supervised release, and any restitution imposed by any judge under any applicable restitution statute, including but not limited to any right to appeal any rulings on pretrial motions of any kind whatsoever, as well as any aspect of its sentence, including but not limited to any and all rights which arise under Title 18, United States Code, Section 3742 and Title 28, United States Code, Section 1291.
- (2) Waives and gives up any right to challenge its sentence collaterally, including but not limited to any and all rights which arise under Title 28, United States Code, Sections 2255 and 2241, Rule 60 of the Federal Rules of Civil Procedure, Rule 36 of the Federal Rules of Criminal Procedure, writs of *coram nobis*, *audita querela*, and any other collateral challenges to its sentence of any kind.

Page 4 of 11

AUSA OMC
ASL Singapore Shipping ASLSS
Jia Feng Shipping
Defense Counsel JFC

- (3) Waives any right to seek or pursue attorneys' fees or other litigation expenses, or damages under the Hyde Amendment, 18 U.S.C. § 3006A, and each acknowledges that the Government's positions and prosecution of this matter were not vexatious, frivolous, or in bad faith. Defendants further agree that ASL Singapore Shipping and Jia Feng, or any affiliated entity or any agents acting on their behalf now or in the future, waive any and all claims against the United States Coast Guard, U.S. Department of Homeland Security, U.S. Department of Justice, or agent, employee, or contractor of any governmental entity, which relate to any aspect of the inspection, examination, and detention of the *ASL Singapore* or the criminal investigation of this matter, including any related surety or Agreement on Security. Defendants each further agree that they will not pursue or in any way support, directly or indirectly, any legal action or lawsuits, including those brought by third parties, against the United States or any agency, or any personnel, related to the inspection, investigation, or prosecution of Defendants in this matter or involving the *ASL Singapore*. Defendants further agree to take no position on whether or to what extent the Court should issue an award pursuant to the Act to Prevent Pollution from Ships and that neither they nor their attorneys will take any position on any application for an award if one is made, unless requested to do so by the United States.
- (4) Waives any and all defenses and claims with regard to the statute of limitations, laches, or any other arguments that any aspect of the charges is time-barred. In the event that this Agreement is not accepted by the Court for any reason, or the Defendants breach any of the terms of this Agreement, the statute of limitations shall be deemed to be tolled from the date of the Plea Agreement to: (1) 120 days following the date of non-acceptance of the Plea Agreement by the Court; or (2) 120 days following the date on which a breach of the Plea Agreement by the either Defendant is discovered by the government.
- (5) Defendants agree that the criminal fine and special assessment are not dischargeable in bankruptcy or an insolvency proceeding and that the defendant will not seek or cause to be sought a discharge or finding of dischargeability as to the criminal fine or special assessment.
- (6) Defendants recognize that any criminal monetary penalty, whether special assessment, criminal fine, or restitution, that is owed as a result of their conviction will be immediately submitted to the Treasury Offset Program. Defendants waive any objection to their inclusion in the Treasury Offset Program.

Page 5 of 11 ⁹

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 Jia Feng Shipping *JF*
 Defense Counsel *DC*

(7) Defendants each knowingly, voluntarily, and expressly waive its rights pursuant to Rule 410(a) of the Federal Rules of Evidence upon signing this Plea Agreement and the factual basis. Defendants understand and agree that in the event they violate the Plea Agreement or withdraw their decision to plead guilty, then any statements made by Defendants, including any statements made in court proceedings or in the joint factual statement, leads from such statements, factual bases or summaries, shall be admissible for all purposes against Defendants in any and all criminal proceedings. The only exception to this paragraph is where the Defendants fully comply with this agreement, but the Court nonetheless rejects it. Under those circumstances, the United States may not use those statements of the Defendants for any purpose.

Corporate Authorization. Defendants ASL Singapore Shipping and Jia Feng each represent that it is authorized to enter into this Plea Agreement and to bind itself to the terms of this Plea Agreement. At the time of signing this Agreement, each defendant shall provide to the United States a written statement in the form of a duly authorized corporate resolution certifying that Defendants are authorized to enter into and comply with all of the provisions of this Plea Agreement, including those necessary to comply with the terms of probation. The resolutions further shall certify that each entity's Officers or Board of Directors have authorized these actions, and that all corporate formalities for such authorizations have been observed.

Page 6 of 11

AUSA *DMC*
ASL Singapore Shipping *SL*
Jia Feng Shipping *JFS*
Defense Counsel *JSL*

Completeness: Defendants understand that the statements set forth above and in the attached joint factual statement and ECP represent each Defendant's Agreement with the Government; that there are not any other Agreements, letters, or notations that will affect this Agreement. This Agreement will be final when signed by all parties and filed in Court. The terms set forth herein remain subject to review and approval by both prosecuting offices.

Very truly yours,

DUANE A. EVANS
United States Attorney

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Page 7 of 11

AUSA *CMC*
ASL Singapore Shipping *2/22/24*
Jia Feng Shipping
Defense Counsel *TSR*

FOR THE DEFENDANTS

On behalf of the Defendant ASL Singapore Shipping Limited, I have been authorized by a corporate resolution to sign and bind ASL Singapore Shipping Limited to this Plea Agreement. ASL Singapore Shipping Limited has been advised by its attorneys of its rights, of possible defenses, of the Sentencing Guideline provisions, and of the consequences of entering into this Agreement. ASL Singapore Shipping Limited voluntarily agrees to all of the terms of this Agreement. No promises or inducements have been made to ASL Singapore Shipping Limited other than those contained in this Agreement. No one has threatened or forced ASL Singapore Shipping Limited in any way to enter into this Agreement. ASL Singapore Shipping Limited is satisfied by the representation of its attorneys in this matter.

WEI GUANG XIN / SOLE DIRECTOR / 2025.2.17

Name/Title/Date



Signature

On behalf of the Defendant Jia Feng Shipping (Fuzhou) Limited, I have been authorized by a corporate resolution of Jia Feng Shipping to sign and bind Jia Feng Shipping to this Plea Agreement. Jia Feng Shipping has been advised by its attorneys of its rights, of possible defenses, of the Sentencing Guideline provisions, and of the consequences of entering into this Agreement. Jia Feng Shipping voluntarily agrees to all of the terms of this Agreement. No promises or inducements have been made to Jia Feng Shipping other than those contained in this Agreement. No one has threatened or forced Jia Feng Shipping in any way to enter into this Agreement. Jia Feng Shipping is satisfied by the representation of its attorneys in this matter.

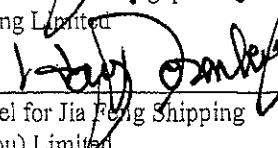
Name/Title/Date

Signature

We are counsel for ASL Singapore Shipping and Jia Feng Shipping. We have discussed every part of this Agreement with the authorized representatives of ASL Singapore Shipping and Jia Feng Shipping. We have advised both defendant corporations of their rights, of possible defenses, of the Sentencing Guidelines provisions, and of the consequences of entering into this Agreement. To my knowledge, the decisions of ASL Singapore Shipping and Jia Feng Shipping are informed and voluntary.



Counsel for ASL Singapore
Shipping Limited



Counsel for Jia Feng Shipping
(Fuzhou) Limited