



U.S. Department of Justice

Washington, D.C. 20530

May 5, 2022

Emory A. Rounds, III
Director
Office of Government Ethics
Suite 500
1201 New York Avenue, NW
Washington, DC 20005-3919

Dear Mr. Rounds:

In accordance with the provisions of Title I of the Ethics in Government Act of 1978 as amended, I am forwarding the financial disclosure report of Mr. Steven Dettelbach. President Biden has nominated Mr. Dettelbach to serve as the Director, Bureau of Alcohol, Tobacco, Firearms and Explosives. We have conducted a thorough review of the nominee's report and have counseled him on the government ethics rules. The purpose of this letter is to describe the steps that Mr. Dettelbach will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Dettelbach understands that it is his responsibility to understand and comply with commitments outlined in this agreement.

Although it is not possible to provide for all of the specific circumstances which might give rise to a financial conflict of interest because the work of the Director, Bureau of Alcohol, Tobacco, Firearms and Explosives, involves a wide variety of matters involving specific parties, and it is not possible to predict where conflicts will arise until specific parties are identified, we have counseled Mr. Dettelbach on the applicable conflict of interest laws and regulations and, in particular, on the application of the criminal conflicts of interest law at 18 U.S.C. § 208.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), Mr. Dettelbach will not participate personally and substantially in any particular matter in which he knows that he has a financial interest directly and predictably affected by the matter, or in which he knows that a person whose interests are imputed to him has a financial interest directly and predictably affected by the particular matter, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualifies for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). He understands that the interests of the following persons are imputed to him:

- His spouse or any minor child of his;
- Any general partner of a partnership in which he is a limited or general partner;
- Any organization in which he serves as officer, director, trustee, general partner or employee; and

- Any person or organization with which he is negotiating or has an arrangement concerning prospective employment.

In determining whether a particular matter has a direct and predictable effect on his financial interests or on those of any other person whose interests are imputed to him, Mr. Dettelbach will consult with Department of Justice ethics officials. As stated in the attachment to this Ethics Agreement, Mr. Dettelbach understands and agrees to comply with the conflict of interest laws and regulations, and to follow the procedures set forth in this agreement.

If Mr. Dettelbach has a managed account or otherwise uses the services of an investment professional during his appointment, he will ensure that the account manager or investment professional obtains his prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

Mr. Dettelbach will receive a live ethics briefing from Department ethics officials after his confirmation but not later than 15 days after his appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of his confirmation, Mr. Dettelbach will submit his Certification of Ethics Agreement Compliance, which documents his compliance with this ethics agreement, to Department ethics officials.

Mr. Dettelbach understands that as an appointee he will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that he will be bound by it. Among other obligations, he will be required to recuse from particular matters involving specific parties involving his former employer or former clients for a period of two years after he is appointed, with the exception of federal, state and local government.

Mr. Dettelbach will not modify this ethics agreement without my approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – BAKER & HOSTETLER, LLP

Upon confirmation, Mr. Dettelbach will resign from his position with Baker & Hostetler LLP (the “firm”). Mr. Dettelbach currently has a capital account with the firm, and will receive a refund of that account after his resignation. In addition, pursuant to his partnership agreement with the firm, within ninety (90) days of his resignation from the firm he will also receive a *pro rata* partnership share based on the value of his partnership interests for services performed in 2022 through the date of his resignation. This payment will be based solely on the firm's earnings through the date of his resignation from the partnership. Until he has received these payments, he will not participate personally and substantially in any particular matter that to his knowledge has a direct and predictable effect on the ability or willingness of the firm to make these payments to him, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Further, pursuant to the terms of his partnership agreement Baker & Hostetler LLP may pay Mr. Dettelbach a discretionary bonus for work he performed during 2022 before he assumes the

duties of the position of Director, Bureau of Alcohol, Tobacco, Firearms and Explosives. If he does not receive it before he assumes the duties he will forfeit it. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, if he receives the bonus, he will not participate personally and substantially in any particular matter involving specific parties in which Baker & Hostetler LLP is a party or represents a party for a period of two years from the date on which he received the bonus, unless he first receives a written waiver pursuant to 5 C.F.R. § 2635.503(c). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, if he does not receive the bonus, he will not participate personally and substantially in any particular matter involving specific parties in which he knows Baker & Hostetler LLP is a party or represents a party for a period of one year from the date of his resignation, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, he will not participate personally and substantially in any particular matter involving specific parties in which he knows a former client of his is a party or represents a party for a period of one year after he last provided service to that client, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, Mr. Dettelbach will resign from his position with the following entities:

- Legal Aid Society of Greater Cleveland
- Hawken School
- Cleveland Marshall College of Law

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after his resignation from these entities, he will not participate personally and substantially in any particular matter involving specific parties in which he knows these entities is a party or represents a party, unless he is first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

SECTION 4 – FAMILY TRUST #1

Mr. Dettelbach will retain his position as co-trustee of revocable Family Trust #1. He will not receive any fees for the services he provides as a trustee during his appointment to the position of Director. He will not participate personally and substantially in any particular matter that to his knowledge has a direct and predictable effect on the financial interests of the Family Trust #1, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualifies for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 5 – SPOUSE'S EMPLOYMENT

Mr. Dettelbach's spouse is employed by the Joseph and Florence Mandel Jewish Day School, for which she receives a fixed annual salary. For as long as Mr. Dettelbach's spouse works for the Joseph and Florence Mandel Jewish Day School, Mr. Dettelbach will not participate personally and substantially in any particular matter involving specific parties in which he know the Joseph and Florence Mandel Jewish Day School is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – PUBLIC POSTING

Mr. Dettelbach has been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other Presidential nominees who file public financial disclosure reports.

Based on the above agreements and counseling, he is satisfied that the enclosed report presents no conflicts of interest under applicable laws and regulations and that you may so certify to the Senate Judiciary Committee.

Sincerely,

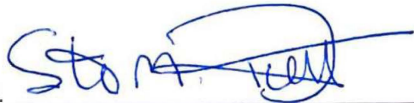


Lee J. Lofthus
Assistant Attorney General
for Administration and
Designated Agency Ethics Official

Enclosure

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Lee J. Lofthus, Assistant Attorney General for Administration and Designated Agency Ethics Official on May 5, 2022 and I agree to comply with the commitments outlined in this agreement. In addition, in the event that an actual or potential conflict of interest arises during my appointment, I will consult with the Department ethics officials and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset. I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4). I (including my spouse and dependent children if applicable) also will not repurchase any asset I was required to divest without my consultation with the Department ethics officials and the U.S. Office of Government Ethics. Finally, I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, states and local governments.



Steven Dettelbach

Date: May 5, 2022