



U.S. Department of Justice

Washington, D.C. 20530

06/07/2022

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. Brian A. Kyes. President Biden has nominated Mr. Kyes to serve as the United States Marshal for the District of Massachusetts. 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. Kyes will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Kyes 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 United States Marshal for the District of Massachusetts 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. Kyes 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. Kyes 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 the event that an actual or potential conflict of interest arises during his appointment, Mr. Kyes will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

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. Kyes will consult with the United States Marshals Service ethics officials. As stated in the attachment to this Ethics Agreement, Mr. Kyes 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. Kyes 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. Kyes will receive a live ethics briefing from United States Marshals Service 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. Kyes will submit his Certification of Ethics Agreement Compliance to United States Marshals Service ethics officials, which documents his compliance with this ethics agreement.

Mr. Kyes 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 governments.

Mr. Kyes 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 – CITY OF CHELSEA POLICE DEPARTMENT AUTHORIZATION

Upon confirmation, Mr. Kyes will resign from his position with the City of Chelsea Police Department (the City). Mr. Kyes and his spouse are currently entitled to receive health coverage until they are 65 years of age, and their dependent daughter until she is 26, which is consistent with the terms of his employment agreement with the City and with the practice for retiring employees that have reached the required age and number of years of service with the City. Additionally, pursuant to the terms of his employment agreement with the City, Mr. Kyes is entitled to receive a pro-rated Longevity Pay Incentive Bonus if he is employed by the City after July 1, 2022, or a full longevity pay incentive bonus if he continues to be employed by the City after December 1, 2022. Should Mr. Kyes resign prior to July 1, 2022, he is not entitled to any incentive bonus from this benefit plan. Mr. Kyes 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 City to provide these contractual benefits and to make any incentive bonus payment, unless Mr. Kyes first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1). For a period of one year after his resignation or for as long as he, his spouse, or his dependent daughter is receiving health insurance, whichever is later, Mr. Kyes will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the City of Chelsea Police Department of Massachusetts. He has been advised that his participation in particular matters involving specific parties in which the City of Chelsea Police Department is a party or represents a party will be authorized pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, Mr. Kyes will resign from his positions with:

- Massachusetts Police Accreditation Commission Inc.
- Commonwealth Police Legacy, Inc.
- Merrimack College
- Bunker Hill Community College
- Fisher College
- Endicott College
- Massachusetts Chiefs of Police Association Inc.
- Municipal Police Institute Inc.
- Massachusetts Major City Chiefs of Police Association Inc.

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

SECTION 4: CONSULTING AGREEMENTS

Upon his confirmation, Mr. Kyes will terminate his consulting agreements with International Association of the Chiefs of Police (IACP) and Ryan Strategies Group, LLC. All amounts owed to Mr. Kyes from IACP and Ryan Strategies Group, LLC will be fixed before Mr. Kyes assumes the duties of the position of United States Marshal, and he will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of either of these entities to pay their agreed upon amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, Mr. Kyes will not participate personally and substantially in any particular matter involving specific parties in which he knows IACP or Ryan Strategies Group, LLC is a party or represents a party for a period of one year after he last provided services to them, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5- FAMILY TRUST

Mr. Kyes will retain his position as co-trustee of the irrevocable Family Trust. Mr. Kyes will not receive any fees for services that he provides as co-trustee during his appointment to the position of United States Marshal. 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, 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 6 – LAW OFFICES OF BRIAN A. KYES

Mr. Kyes is the sole proprietor of his law firm, which does business as the Law Offices of Brian A. Kyes. The firm is currently inactive. During Mr. Kyes' appointment to the position of United States Marshal, the law firm will remain inactive and will not advertise. Mr. Kyes will not perform any services for the firm, except that he will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the law firm while it is in an inactive status. As United States Marshal, 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 Law Offices of Brian A. Kyes. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, Mr. Kyes 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 7 – SPOUSE EMPLOYMENT

Mr. Kyes' spouse is employed by Northfield Orthodontics in a position for which she receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as Mr. Kyes' spouse continues to work for Northfield Orthodontics, Mr. Kyes will not participate personally and substantially in any particular matter involving specific parties in which he knows that Northfield Orthodontics is a party or represents a party, unless he is authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – PUBLIC POSTING

Mr. Kyes 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, I am 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,

**ARTHUR
GARY**

Digitally signed by
ARTHUR GARY
Date: 2022.06.08
18:21:02 -04'00'

Arthur E. Gary
Deputy Assistant Attorney General,
Policy, Management and Planning and
Alternate Designated Agency Ethics Official

Enclosure

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Arthur E. Gary, Deputy Assistant Attorney General and Alternate Designated Agency Ethics Official on June 8, 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 U.S. Marshals Service (USMS) 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 USMS 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, state, and local government.



Brian A. Kyes

Date: June 8, 2022