



U.S. Department of Justice

NOV 19 2021

Washington, D.C. 20530

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 Andrew M. Luger. President Biden has nominated Mr. Luger to serve as the United States Attorney for the District of Minnesota. 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. Luger will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Luger 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 United States Attorneys 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. Luger 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. Luger 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. Luger will consult with the Executive Office for United States Attorneys (EOUSA), General Counsel's Office, and will follow the procedures outlined in the United States Attorneys' Procedures, (USAP) 3-2.170.001, et seq. As stated in the attachment to this Ethics Agreement, Mr. Luger 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. Luger 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. Luger will receive a live ethics briefing from the United States Attorney's Office ethics advisor in connection with his appointment to the position of United States Attorney for the District of Minnesota 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. Luger will submit his Certification of Ethics Agreement Compliance to the EOUSA, General Counsel's Office, which documents his compliance with this ethics agreement.

Mr. Luger 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.

He 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 – JONES DAY

Upon confirmation, Mr. Luger will resign from his position as a Partner with Jones Day. Pursuant to his partnership agreement, Mr. Luger will receive a final partnership distribution. This payment will be based solely on the firm's earnings through the date of his withdrawal from the partnership and will be paid before he assumes the duties of his position. He will also receive a refund of his capital account before he assumes the duties of his position. Jones Day may withhold certain amounts from Mr. Luger's partnership share distribution for account reconciliation and tax purposes. Any excess amounts withheld by the firm that end up not being used for account reconciliation and tax purposes will be refunded to Mr. Luger no later than 5 years after his departure. Until he receives all amounts owed to him by the firm, Mr. Luger 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 pay amounts owed to him, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, Mr. Luger may receive a bonus at the discretion of the firm management committee. If he is awarded a bonus, he will receive it prior to assuming the duties of the position of U.S. Attorney or he will forfeit it. If he receives a bonus, pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after his receipt of the bonus, he will not participate personally and substantially in any particular matter involving specific parties in which Jones Day, is a party or represents a party, unless he first receives a written waiver pursuant to 5 C.F.R. § 2635.503(c). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after his resignation if he does not receive a bonus or until the account and tax reconciliation is complete and he is paid any amount owed, whichever is later, he will not participate personally and substantially in any particular matter involving specific parties in which he knows Jones Day is a party or represents a party, 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 – RESIGNATION

Upon confirmation, Mr. Luger will resign from his position with the Fund for Legal Aid. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after his resignation, he will not participate personally and substantially in any particular matter involving specific parties in which he knows the Fund for Legal Aid 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 – FAMILY TRUSTS

Mr. Luger will retain his position as a trustee of four family trusts: Family Revocable Trust #1; Family Revocable Trust #2; Family Irrevocable Trust #1; and Family Irrevocable Trust #2. He will not receive any fees for the services that he provides as a trustee during his appointment to the position of United States Attorney. 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 any of these trusts, 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 – DIVESTITURES

Mr. Luger will divest his interests in BlackRock Health Sciences Trust II and KraneShares CSI China Internet ETF as soon as practicable but not later than 90 days after his confirmation. With regard to each of these entities, 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 entity until he has divested it, 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). Mr. Luger has verified that he will be able to carry out the divestitures within the timeframe described above.

Mr. Luger understands that he may be eligible to request a Certificate of Divestiture for qualifying assets, and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether he receives a Certificate of Divestiture, Mr. Luger will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. Mr. Luger understands that he must timely submit his request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

Mr. Luger (including his spouse and dependent children if applicable) will not repurchase any asset he was required to divest without consulting with EOUSA, General Counsel's Office and the U.S. Office of Government Ethics.

SECTION 6 – INVESTMENT FUND

Mr. Luger has been advised that, at this time, he does not need to divest his interests in the Blackstone Life Sciences V Access Fund LP. At this time, this fund does not pose any conflicts. Because the likelihood that his duties will involve such matters is remote, the United States Attorney's Office (USAO) has determined that it is not necessary at this time for Mr. Luger to divest his interest in this entity. However, USAO has explained that there is a heightened risk of a conflict of interest if the fund acquires new holdings. Mr. Luger understands that he is personally responsible for avoiding conflicts of interest with respect to the fund and its holdings and he will monitor the investment information made available to him regarding the fund and consult as appropriate with the USAO. If in the future the holdings of the fund are determined to pose a conflict with the performance of his official duties, then Mr. Luger may be directed to divest his interest in the fund. In that event, Mr. Luger will do so within 90 days of such order. With regard to the fund, Mr. Luger 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 fund or its underlying holdings, 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 7 – SECURITIES

If Mr. Luger relies on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of his financial interests in securities, he will monitor the value of those interests. If the aggregate value of his interests affected by a particular matter increases and exceeds the *de minimis* threshold, he will not participate personally and substantially in any particular matter that to his knowledge has a direct and predictable effect on the interests, unless he first obtains a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 8 – CONFLICTS OF INTEREST REVIEW AND COUNSELING

Mr. Luger has been advised that the duties of the position of United States Attorney may involve particular confidential matters identified by the United States Attorney's Office (USAO) that may affect his financial interests. EOUSA has determined that it is not necessary at this time for Mr. Luger to divest any other of his financial interests because his recusal from particular matters

in which these interests pose a conflict of interest will not substantially limit his ability to perform the essential duties of the position of United States Attorney. Immediately upon confirmation, EOUSA will prepare recusals for all particular matters in which Mr. Luger will not be granted a waiver or will not qualify for a regulatory exemption.

The USAO has conducted a conflict review, and has found no additional conflicts of interest. Should additional conflicts arise, the USAO will seek the necessary waiver(s) or recusal(s) of the nominee immediately upon his confirmation. An appropriate screening mechanism will be identified and immediately upon appointment of the new United States Attorney, all necessary USAO personnel will be advised in writing of all matters in which the new United States Attorney may not participate. The notification will specifically list the matters and identify the Acting United States Attorney for those matters.

SECTION 9 – PUBLIC POSTING

Mr. Luger 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,



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 11/19/2021 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 Executive Office for United States Attorneys (EOUSA), General Counsel's Office 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 EOUSA, General Counsel's Office 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.



Andrew M. Luger

Date: 11/19/2021