

Arthur E. Gary
Alternate Designated Agency Ethics Official
Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530

Dear Mr. Gary:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of United States Attorney for Northern District of California. It is my responsibility to understand and comply with commitments outlined in this Ethics Agreement (Agreement).

SECTION I – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In determining whether I have an actual or potential conflict of interest during my appointment, I 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. In the event that an actual or potential conflict of interest arises during my appointment, I 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.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my 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), or obligations of the United States.

I will receive a live ethics briefing from the United States Attorney's Office ethics advisor after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this Agreement.

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.

I will not modify this 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).

SECTION 2 – CONFLICTS OF INTEREST REVIEW AND COUNSELING

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of any holdings of the funds that are in the specific sector in which the funds concentrate, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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

I have 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 my financial interests. EOUSA has determined that it is not necessary at this time for me to divest my financial interests because my recusal from particular matters in which these interests pose a conflict of interest will not substantially limit my 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 I will not be granted a waiver or will not qualify for a regulatory exemption.

I have been informed that the USAO has conducted a conflict review and has found no additional conflicts of interest. Should additional conflicts arise, I will seek the necessary waiver(s) or implement the necessary recusal(s) immediately upon my confirmation. An appropriate screening mechanism will be identified and immediately upon my appointment, all necessary

USAO personnel will be advised in writing of all matters in which I may not participate. The notification will specifically list the matters and identify the Acting United States Attorney for those matters.

SECTION 3 – RAMSEY & EHRLICH LLP

Upon confirmation, I will resign from my position with the law firm of Ramsey & Ehrlich LLP and will file the necessary paperwork to dissolve the law firm. My name will be removed from the name of the firm before I assume the duties of the position. All amounts owed to me by any of the clients will be fixed before I assume the duties of the position. In addition, any fees owed to me by the firm including capital contributions and net profits will be paid within 60 days of my confirmation. The net profits will be based solely on the firm's earnings through the date of my resignation. In addition, I will receive a distribution of the funds in my cash balance pension plan and my defined contribution plan when the firm dissolves. Until I have received these payments, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the firm to make these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know this firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I have reported an interest in one outstanding contingency case. I have also reported an interest in payment related to the firm's claim as a creditor in a bankruptcy case. The Department of Justice has reviewed the bankruptcy case and has determined that at this time the United States has a direct and substantial interest in this case. Upon confirmation, I will forfeit my interest in the contingency case and irrevocably assign my interest in the bankruptcy case to a person who is not my spouse, minor child, legal dependent, or household member. I will not be an attorney of record for these cases and will not provide representational services in connection with the cases during my appointment to the position of United States Attorney. I will not retain an interest in any future recovery and will not receive a payment for such cases during my appointment or after my appointment ends.

SECTION 4 – TRUSTEE POSITIONS

I will retain my position as a trustee of the following trusts: Family Trust #1, Marital Trust; Family Trust #2, Residual Trust; and Family Trust #3, Revocable Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of United States Attorney. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of these family trusts, unless I first obtain 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 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- Berkeley Police Accountability Board
- Friends of Fort Dupont Ice Arena
- University of California,
- Stanford University, and
- Standing Committee on Professional Conduct of the District Court for the Northern District of California

I previously resigned from my position with the following entities:

- Criminal Justice Act Administration Committee of the District Court for the Northern District of California.
- Trust established for Minor, #1
- Trust established for Minor, #2
- Trust established for Minor, #3

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

SECTION 6 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interest in the following funds:

- General Atlantic Partners Fund
- Invesco Limited Term California Municipal Fund

With regard to each of these funds, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the fund or its underlying holdings until I have divested the fund, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I 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 I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this Agreement occur within the agreed upon timeframe and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of

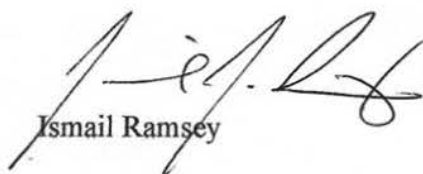
Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 7 – PUBLIC POSTING

I have been advised that this 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.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ismail Ramsey', is written over the printed name. The signature is stylized with a large initial 'I' and a long horizontal stroke.

Ismail Ramsey