



U.S. Department of Justice

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 Markenzy LaPointe. President Biden has nominated Mr. LaPointe to serve as the United States Attorney for the Southern District of Florida. 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. LaPointe will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. LaPointe understands that it is his responsibility to understand and comply with commitments outlined in this Ethics Agreement (Agreement). This letter and the attached Nominee Statement constitute Mr. LaPointe's 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. LaPointe 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 conflict of interest law at 18 U.S.C. § 208(a), Mr. LaPointe 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. LaPointe 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 Agreement, Mr. LaPointe 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. LaPointe 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. LaPointe will receive a live ethics briefing from the United States Attorney's Office (USAO) ethics advisor in connection with his appointment to the position of United States Attorney for the Southern District of Florida 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. LaPointe will submit his Certification of Ethics Agreement Compliance to the EOUSA, General Counsel's Office, which documents his compliance with this Agreement.

Mr. LaPointe understands that as an appointee he will be required to sign the Ethics Pledge (Executive 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 that involve 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 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 – LAW FIRM

Upon confirmation, Mr. LaPointe will resign from his position as partner with the law firm of Pillsbury Winthrop Shaw Pittman LLP. Following his departure from the firm, Mr. LaPointe will receive a refund of his capital account paid within thirty days of leaving the firm to Markenzy

LaPointe, P.A. Pursuant to the partnership agreement, following his withdrawal from the firm, he will receive his final partnership share within thirty days of leaving the firm, also paid to Markenzy LaPointe, P.A. The total amount of the payments will be calculated as of the date of his withdrawal. Until he has received the refund and the final partnership share, 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 pay this refund and final partnership share, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

In addition, Mr. LaPointe may receive a bonus at the discretion of the firm management committee, if he is still employed by the firm at the time it is awarded and paid. If he is awarded a bonus, it will be received by April 2023. 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 Pillsbury Winthrop Shaw Pittman LLP, is a party or represents a party, unless he first receives a written waiver pursuant to 5 C.F.R. § 2635.503(c). If he does not receive a bonus, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after his resignation from Pillsbury Winthrop Shaw Pittman LLP, Mr. LaPointe will not participate personally and substantially in any particular matter involving specific parties in which he knows the firm is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). He also 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 – CONFLICTS OF INTEREST REVIEW AND COUNSELING

Mr. LaPointe has been advised that the duties of the position of United States Attorney may involve particular confidential matters identified by the USAO that may affect his financial interests. EOUSA has determined that it is not necessary at this time for Mr. LaPointe to divest 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. LaPointe 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 4 – MARKENZY LAPOINTE, P.A.

Mr. LaPointe has an ownership interest in Markenzy LaPointe, P.A. Upon receiving his final payments from Pillsbury Winthrop Shaw Pittman LLP, this entity will be inactive and remain dormant for the duration of his appointment as U.S. Attorney for the Southern District of Florida. He will not perform any services for this entity, except that he will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain the entity while it is in an inactive status. As the United States Attorney for the Southern District of Florida, Mr. LaPointe 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 Markenzy LaPointe, P.A, unless he first obtains a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 5 – OTHER RESIGNATIONS

Upon confirmation, Mr. LaPointe will resign from his positions with the following entities:

- Americans for Immigrant Justice
- Boys and Girls Club of Broward County
- Kozyak Minority Mentoring Foundation

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

SECTION 6 – FAMILY TRUST

Mr. LaPointe will retain his position as a trustee of a Family Trust. 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 the 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 7 – PUBLIC POSTING

Mr. LaPointe has 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.

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: 2022.10.03
10:53:19 -04'00'

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

Enclosure

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Arthur E. Gary, Deputy Assistant Attorney General for Policy, Management and Procurement and Alternate Designated Agency Ethics Official on 10/3/2022 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 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 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 (Executive 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.



Markenzy LaPointe

Date: 10/3/2022