



U.S. Department of Justice

Washington, D.C. 20530

The Honorable 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 Anne Milgram. President Biden has nominated Ms. Milgram to serve as Administrator of the Drug Enforcement Administration. We have conducted a thorough review of the nominee's report and have counseled her on the government ethics rules. The purpose of this letter is to describe the steps that Ms. Milgram will take to avoid any actual or apparent conflict of interest in the event that she is confirmed for the aforementioned position. Ms. Milgram understands that it is her responsibility to understand and comply with commitments outlined in the agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), Ms. Milgram will not participate personally and substantially in any particular matter in which she knows that she has a financial interest directly and predictably affected by the matter, or in which she knows that a person whose interests are imputed to her has a financial interest directly and predictably affected by the particular matter, unless she 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). She understands that the interests of the following persons are imputed to her:

- Any spouse or minor child of hers;
- Any general partner of a partnership in which she is a limited or general partner;
- Any organization in which she serves as an officer, director, trustee, general partner, or employee; and
- Any person or organization with which she is negotiating or has an arrangement concerning prospective employment.

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

If Ms. Milgram has a managed account or otherwise uses the services of an investment professional during her appointment, she will ensure that the account manager or investment professional obtains her 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.

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

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

Ms. Milgram 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 – EMPLOYMENT-RELATED INTERESTS IN WHICH EQUITY IS HELD

Upon confirmation, Ms. Milgram will resign from her position with CAFE Studios, Inc., a subsidiary of Vox Media, Inc. Vox Media acquired CAFE Studios on April 15, 2021. As a result of this acquisition, Ms. Milgram has a financial interest in Vox. This interest has a guaranteed minimum value, with a maximum value that will depend on specified conditions over the next four years. These conditions do not depend upon any actions by Ms. Milgram.

Until the final value of Ms. Milgram's interest is determined, she will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the amount of the payments owed by Vox Media, Inc., unless she first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Once the final value is fixed, and until Ms. Milgram receives her final payout, she will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the ability or willingness of Vox Media, Inc., to honor its contractual obligation, unless she first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after her resignation or until she receives her final payout, whichever is later, Ms. Milgram will not participate personally and substantially in any particular matter involving specific parties in which she knows CAFE Studios, Inc. or Vox Media, Inc., is a party or represents a party, unless she is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Prior to April 15, 2021, CAFE Studios, Inc. was owned by Some Spider Studios. Ms. Milgram will continue to hold stock options in Some Spider Studios. Because she will continue to hold stock options in these entities, she will not participate personally and substantially in any

particular matter that to her knowledge has a direct and predictable effect on the financial interests of Some Spider Studios, unless she first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, Ms. Milgram will resign from positions with the following entities:

- New York University School of Law
- Lowenstein Sandler LLP
- NBC Universal
- Lionsgate
- Century Foundation
- John Jay College Foundation
- Covenant House International
- Center for Policing Equity
- State Energy and Environmental Impact Center at NYU Law

Ms. Milgram previously resigned from positions with Turner Broadcasting and Prosecutor Impact. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after her resignation from each of these entities, she will not participate personally and substantially in any particular matter involving specific parties in which she knows that entity is a party or represents a party, unless she is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, she will not participate personally and substantially in any particular matter involving specific parties in which she knows a former client of hers is a party or represents a party for a period of one year after she last provided service to that client, unless she is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – DIVESTITURES

As soon as practicable but not later than 90 days after her confirmation, Ms. Milgram will divest her interests in the following entities:

- Johnson & Johnson
- Pfizer Inc.
- Viatris
- Merck & Co.

In addition, she will divest her ownership interest in and capital commitment to First Close Partners, LLC. With regard to each of these entities, she will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the financial interests of the entity until she has divested it, unless she 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). She has verified that she will be able to carry out the divestitures within the timeframe described above.

Ms. Milgram understands that she 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 she receives a Certificate of Divestiture, she 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. She understands that she must timely submit her 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.

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

SECTION 5 – LIMITED LIABILITY COMPANY

Ms. Milgram is the sole proprietor of Papayero LLC. Upon her confirmation, Papayero LLC will cease engaging in any business. During her appointment to the position of Administrator, Papayero LLC will remain dormant and will not advertise. Ms. Milgram will not perform any services for Papayero LLC, except that she 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 Administrator, Ms. Milgram will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the financial interests of Papayero LLC.

All amounts owed to Papayero LLC by any of its clients will be fixed before Ms. Milgram assumes the position of Administrator. Ms. Milgram will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the ability or willingness of any of these clients to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, she will not participate personally and substantially in any particular matter involving specific parties in which she knows a former client of hers is a party or represents a party for a period of one year after she last provided service to that client, unless she is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – BOOK ROYALTIES

Ms. Milgram receives royalties from Carolina Academic Press for sales of her book, *Human Trafficking Law and Policy*. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, she will not participate personally and substantially in any particular matter involving specific parties in which she knows that Carolina Academic Press is a party or represents a party, unless she is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – SPOUSE EMPLOYMENT

Ms. Milgram's spouse is the sole proprietor of CodingKIDZ Inc. She will not participate personally and substantially in any particular matter that to her knowledge has a direct and predictable effect on the financial interests of CodingKIDZ, unless she first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 8 – PUBLIC POSTING

Ms. Milgram 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 Lofthus Date: 2021.05.06
15:28:46 -04'00'

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 6, 2021, and I agree to comply with the commitments outlined in the 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 the 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 any dependent children, if applicable) also will not repurchase any asset I was required to divest without my consultation with 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, state, and local government.



Anne Milgram

Date: May 6, 2021