



U.S. Department of Justice

DEC - 3 2010

Washington, D.C. 20530

Robert I. Cusick
Director
Office of Government Ethics
Suite 500
1201 New York Avenue, NW
Washington, DC 20005-3919

Dear Mr. Cusick:

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 Russel E. Burger. President Obama has announced his intent to nominate Mr. Burger to serve as the United States Marshal for the District of Oregon. We have conducted a thorough review of the nominee's report and have counseled him on the government ethics rules.

As required by 18 U.S.C. § 208(a), Mr. Burger will not participate personally and substantially in any particular matter that would have a direct and predictable effect on his financial interests or those of any other persons whose interests are imputed to him, 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. Burger understands that the interests of the following persons are imputed to him: his spouse; minor children; 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.

Upon confirmation, Mr. Burger will retire from his position as Sheriff, Lane County, Oregon. For a period of one year after his retirement, Mr. Burger will have a "covered relationship" with Lane County, Oregon, under 5 C.F.R. § 2635.502. He has been advised that his participation in particular matters involving specific parties in which Lane County, Oregon, is a party or represents a party will be authorized pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, Mr. Burger will resign from his position as a managing partner of REBAL Products, LLC, and will become a non-managing partner of this entity. During his appointment as United States Marshal, he will not manage this entity or provide any other services to it.

Instead, he will receive only passive investment income from it. As U.S. Marshal, he will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of REBAL Products, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, Mr. Burger will resign from his positions with the following entities: Relief Nursery, Eugene, Oregon; the Oregon Trail Counsel, Boy Scouts of America; and the DUII Victim Impact Panel, Eugene Oregon. For a period of one year after his resignation from each of these entities, he will not participate personally and substantially in any particular matter involving specific parties in which that entity is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Finally, Mr. Burger understands that as an appointee he is required to sign the Ethics Pledge (Exec. Order No. 13490) and that he will be bound by the requirements and restrictions therein in addition to the commitments he has made in this and any other ethics agreement.

Based on the above agreements and counseling, I am satisfied that the 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 above signed by Lee J. Lofthus, Assistant Attorney General for Administration and Designated Agency Ethics Official on _____, 2010, and I agree to comply with the conflict of interest statute and regulations, and to follow the procedures set forth in the agreement. In addition, I understand that as an appointee I am required to sign the Ethics Pledge (Exec. Order No. 13490) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this and any other ethics agreement.



Russel E. Burger

Date: _____, 2010