



U.S. Department of Justice

Washington, D.C. 20530

Walter M. Shaub, Director
Office of Government Ethics
Suite 500
1201 New York Avenue, NW
Washington, DC 20005-3919

SEP -4 2013

Dear Mr. Shaub:

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 Kevin W. Techau. President Obama has announced his intent to nominate Mr. Techau to serve as United States Attorney for the Northern District of Iowa.

We have conducted a thorough review of the enclosed report and have counseled Mr. Techau on the ethics rules. 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. Techau on the applicable conflict-of-interest laws and regulations and, in particular, on the application of 18 U.S.C. § 208.

As required by 18 U.S.C. § 208 and the provisions of 5 C.F.R. § 2635.401 *et seq.*, Mr. Techau will not participate personally and substantially in any particular matter that has a direct and predictable effect on his financial interests or on those of any other person whose interests are imputed to him, unless he first obtains a written waiver, pursuant to Section 208(b)(1), or qualifies for a regulatory exemption, pursuant to Section 208 (b)(2). Mr. Techau 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 an 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. Techau 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' Manual, Section 3-2.170 *et seq.* As stated in the attachment to this Ethics Agreement, Mr. Techau understands and agrees to comply with the conflict of interest statute and regulations, and to follow the procedures set forth in this agreement.

Upon confirmation, Mr. Techau will resign from his position as Associate General Counsel of American Equity Investment Life Insurance Company. Mr. Techau will receive outstanding salary per standard practice. In addition, Mr. Techau will receive any 2013 bonus to which he may be entitled only if he is still an employee of American Equity Investment Life Insurance during the first week of December 2013, when such bonuses are paid. He will not receive a 2014 bonus. Mr. Techau also has American Equity Investment Life Insurance Company stock options. Mr. Techau will exercise all vested stock options and divest any resulting stock before leaving the company. Because Mr. Techau will continue to hold stock in American Equity Investment Life, he will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of American Equity Investment Life Insurance Company, 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. Techau resigned from his position as a Contract Attorney of Roberts, Stevens, Prendergast & Guthrie, P.L.L.C in August of 2012. For a period of one year after his resignation from this organization, he will not participate personally and substantially in any particular matter involving specific parties in which Roberts, Stevens, Prendergast & Guthrie, P.L.L.C is a party or represents a party, unless he is first authorized to participate, pursuant to 5 CFR § 2635.502(d). In addition, he will not participate personally and substantially in any particular matter involving specific parties in which 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).

Upon confirmation, Mr. Techau will resign from the following organizations: Des Moines Public Library; Des Moines Area Religious Council; Keep Iowa Beautiful; and The Des Moines Public Library Foundation. For a period of one year after his resignation from each of these organizations, he will not participate personally and substantially in any particular matter involving specific parties in which that organization is a party or represents a party, unless he is first authorized to participate, pursuant to 5 CFR § 2635.502(d).

Upon confirmation, Mr. Techau will resign from the Association of California Life and Health Insurance.

Mr. Techau 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. Techau 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. Techau will not be granted a waiver or will not qualify for a regulatory exemption.

Mr. Techau's spouse is a shareholder with Nyemaster Goode, PC. Mr. Techau will not participate personally and substantially in any particular matter that has a direct and predictable effect on the financial interests of Nyemaster Goode, PC, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

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 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 matters.

Mr. Techau has been advised that this ethics agreement will be posted publicly, consistent with 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with other ethics agreements of Presidential nominees who file public financial disclosure reports.

Finally, Mr. Techau 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 can 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 attached Ethics Agreement signed by Lee J. Lofthus, Assistant Attorney General for Administration and Designated Agency Ethics Official on September 4, 2013, 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.



Kevin W. Techau

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Date