



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 Ismail Ramsey. President Biden has nominated Mr. Ramsey to serve as the United States Attorney for the Northern District of California. 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. Ramsey will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Ramsey 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. Ramsey'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. Ramsey 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 conflicts of interest law at 18 U.S.C. § 208(a), Mr. Ramsey 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. Ramsey 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. Ramsey 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. Ramsey 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. Ramsey will receive a live ethics briefing from the United States Attorney's Office ethics advisor in connection with his appointment to the position of United States Attorney for the Northern District of California 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. Ramsey will submit his Certification of Ethics Agreement Compliance to the EOUSA, General Counsel's Office, which documents his compliance with this Agreement

Mr. Ramsey understands that as an appointee he will be required to sign the Ethics Pledge (Exec. 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 involving 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 AND RELATED INTERESTS

Upon confirmation, Mr. Ramsey will resign from his position with the law firm of Ramsey & Ehrlich LLP and will file the necessary paperwork to dissolve the law firm. Mr. Ramsey's name will be removed from the name of the firm before he assumes the duties of the position. All amounts owed to him by any of the clients will be fixed before he assumes the duties of the position. In addition, any fees owed to Mr. Ramsey by the firm including capital contributions and net profits will be paid within 60 days of his confirmation. The net profits will be based solely on the firm's earnings through the date of his resignation. In addition, Mr. Ramsey will receive a distribution of the funds in his cash balance pension plan and his defined contribution

plan when the firm dissolves. Until Mr. Ramsey has received these payments, 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 make these payments, unless he first obtains 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 his resignation, he will not participate personally and substantially in any particular matter involving specific parties in which he knows this firm is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, he 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).

Mr. Ramsey reports an interest in one outstanding contingency case. Mr. Ramsey also reports 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, Mr. Ramsey will forfeit his interest in the contingency case and irrevocably assign his interest in the bankruptcy case to a person who is not his spouse, minor child, legal dependent, or household member. He will not be an attorney of record for these cases and will not provide representational services in connection with the cases during his appointment to the position of United States Attorney. He will not retain an interest in any future recovery and will not receive a payment for such cases during his appointment or after his appointment ends.

SECTION 3 – TRUSTEE POSITIONS

Mr. Ramsey will retain his position as a trustee of the following trusts: Family Trust #1, Marital Trust; Family Trust #2, Residual Trust; and Family Trust #3, Revocable 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 these family trusts, 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).

Upon confirmation, Mr. Ramsey will resign from his position as trustee for the following three trusts for nonfamilial minor children: Trust established for Minor, #1; Trust established for Minor, #2; and Trust established for Minor, #3. 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, he will not participate personally and substantially in any particular matter involving specific parties in which he knows that an entity is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – OTHER RESIGNATIONS

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

- Berkeley Police Accountability Board

- Friends of Fort Dupont Ice Arena
- University of California
- Stanford University
- Standing Committee on Professional Conduct of the District Court for the Northern District of California

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, he will not participate personally and substantially in any particular matter involving specific parties in which he knows that an entity is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – DIVESTITURES

As soon as practicable but not later than 90 days after his confirmation, Mr. Ramsey will divest his interest in General Atlantic Partners Fund and the Invesco Limited Term California Municipal Fund. With regard to each of these funds, 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 fund or its underlying holdings until he has divested the fund, 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. Ramsey has verified that he will be able to carry out the divestitures within the timeframe described above.

Mr. Ramsey understands that he 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 he receives a Certificate of Divestiture, he will ensure that the divestiture discussed in this agreement occurs within the agreed upon timeframe and that all proceeds are invested in non-conflicting assets. He understands that he must timely submit his 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.

Mr. Ramsey will not repurchase any asset he was required to divest without consulting with his agency ethics official and the U.S. Office of Government Ethics.

SECTION 6 – CONFLICTS OF INTEREST REVIEW AND COUNSELING

If Mr. Ramsey relies on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of his financial interests in sector mutual funds, he will monitor the value of those interests. If the aggregate value of his interests in sector mutual funds that concentrate in any one sector exceeds \$50,000, 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 any holdings of the funds that are in the specific sector in which the funds concentrate, unless he first obtains a written waiver pursuant to 18 U.S.C. § 208(b)(1).

If Mr. Ramsey relies on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of his financial interests in securities, he 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, he will not participate personally and substantially in the particular matter that to his knowledge has a direct and predictable effect on the interests, unless he first obtains a written waiver pursuant to 18 U.S.C. § 208(b)(1).

Mr. Ramsey 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. Ramsey 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. Ramsey 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 7 – PUBLIC POSTING

Mr. Ramsey 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

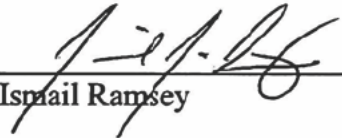
Digitally signed by
ARTHUR GARY
Date: 2022.11.29
18:49:48 -05'00'

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

Attachment

NOMINEE STATEMENT

I have read the Ethics Agreement (Agreement) signed by Arthur E. Gary, Deputy Assistant Attorney General for Policy, Management, and Procurement and Alternate Designated Agency Ethics Official on November 29, 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 (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.


Ismail Ramsey

11/29/2022
Date