

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** LDF LA - Draft\_1\_5.18.17.docx  
**Date:** Friday, May 19, 2017 4:15:01 PM  
**Attachments:** [LDF LA - Draft\\_1\\_5.18.17.docx](#)

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2 page attachment withheld in full - (b)  
(5)

Seth – Attached is the first draft of the LDF LA. Thanks!

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** IdF  
**Date:** Sunday, May 21, 2017 8:35:22 PM

---

Hey- I was thinking about your memo (b) (5) .

(b)(5)



Anyways, have fun!  
Chris

Christopher J. Swartz  
Assistant Counsel, Ethics Law and Policy Branch  
General Counsel & Legal Policy Division  
U.S. Office of Government Ethics  
Telephone: 202-482-9266

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**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** RE: LDF LA - Draft\_1\_5.18.17.docx  
**Date:** Monday, May 22, 2017 2:16:38 PM

---

Rachel,

I have had a chance to review the draft – it looks good. I do have a significant number of suggestions for a next draft, but I do not think that it will take too long to implement. I think that our goal should be to get Dave a draft tomorrow so that there is a chance to get you back a draft to update prior to COB Wednesday and your leaving for vacation.

(b)(6) personal discussion, not work related

Thanks!  
Seth

---

**From:** Rachel K. Dowell  
**Sent:** Monday, May 22, 2017 9:11 AM  
**To:** Seth Jaffe  
**Subject:** LDF LA - Draft\_1\_5.18.17.docx

2 page attachment withheld in full - (b)(5)

Seth – Please use this version instead. Thanks!

**From:** [Seth Jaffe](#)  
**To:** [David J. Apol](#)  
**Cc:** [Rachel K. Dowell](#)  
**Subject:** RE: LDF LA - Draft\_4\_6.21.17.docx  
**Date:** Friday, June 23, 2017 9:41:01 AM

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Dave,

If you are referring to the (b)(5) sentence, then it seems good to keep it in (b)(5) - but I do not feel strongly about it.

Thanks,  
Seth

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**From:** David J. Apol  
**Sent:** Thursday, June 22, 2017 6:39 PM  
**To:** Seth Jaffe  
**Cc:** Rachel K. Dowell  
**Subject:** RE: LDF LA - Draft\_4\_6.21.17.docx

Thanks. I think those changes look good. Do you agree, we should also (b) (5) ?

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**From:** Seth Jaffe  
**Sent:** Wednesday, June 21, 2017 5:32 PM  
**To:** David J. Apol  
**Cc:** Rachel K. Dowell  
**Subject:** FW: LDF LA - Draft\_4\_6.21.17.docx

2 page attachment withheld in full - (b)(5)

Dave,

Here is an updated draft reflecting the edits that Rachel and I discussed earlier today for your review.

Thanks,  
Seth

---

**From:** Rachel K. Dowell  
**Sent:** Wednesday, June 21, 2017 5:10 PM  
**To:** Seth Jaffe  
**Subject:** LDF LA - Draft\_4\_6.21.17.docx

2 page attachment withheld in full - (b)(5)

Seth – Attached is the updated LA with the changes we discussed. Thanks!

**From:** [Seth Jaffe](#)  
**To:** [David J. Apol](#)  
**Cc:** [Rachel K. Dowell](#)  
**Subject:** LDF LA - Draft\_4\_6.23.17.docx  
**Date:** Friday, June 23, 2017 10:14:46 AM

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Dave,

Per our discussion, I have made the one minor edit and I have put the hard copy file together. I will provide the file to Walter for his review.

Thanks,  
Seth

Rest of chain partially released above



**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** LDF LA  
**Date:** Wednesday, July 05, 2017 11:26:37 AM

---

Rachel,

FYI: I left the LDF LA draft on your chair with a note. I am happy to discuss when you are back from vacation.

Thanks,  
Seth

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** Draft listserv  
**Date:** Friday, July 21, 2017 6:42:47 PM  
**Attachments:** [Draft listserv \(7.21.17\).docx](#)

1 page attachment withheld in full - (b)(5)

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Seth,

Draft listserv attached.

Thanks!

Rachel

--

Rachel K. Dowell  
Assistant Counsel  
Office of Government Ethics  
General Counsel & Legal Policy Division  
Ethics Law and Policy Branch  
(202) 482-9267

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**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** Re: Listserve  
**Date:** Tuesday, July 25, 2017 5:38:20 PM

---

Rachel,

Thank you. I'll let you know when I send it to Dave for his review.

Also, the IG class at DOC OIG went well and Michael says he is looking forward to seeing you at the class on the 9th.

Thanks again,  
Seth

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

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**From:** Rachel K. Dowell  
**Sent:** Tuesday, July 25, 2017 3:30 PM  
**To:** Seth Jaffe  
**Subject:** RE: Listserve

1 page attachment withheld in full - (b)(5)

Seth – Accepted your edits and added a comment with proposed note text. Thanks!

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**From:** Seth Jaffe  
**Sent:** Tuesday, July 25, 2017 12:56 PM  
**To:** Rachel K. Dowell  
**Subject:** Listserve

1 page attachment withheld in full - (b)(5)

Rachel,

Per our discussion, attached is the latest draft.

Thanks,  
Seth



**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** (b)(6) name legal defense trust (draft 01 30 12).doc  
**Date:** Friday, August 04, 2017 10:00:35 AM  
**Attachments:** (b)(6) name [legal defense trust \(draft 01 30 12\).doc](#)

---

10 page attachment withheld in full - (b)(5)

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** FW: LDF Organizational Outline.doc  
**Date:** Friday, August 04, 2017 10:10:35 AM  
**Attachments:** [LDF Organizational Outline.doc](#)

---

5 page attachment withheld in full - (b)(5), (6)

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**From:** Christopher J. Swartz  
**Sent:** Friday, August 04, 2017 10:01 AM  
**To:** Rachel K. Dowell  
**Subject:** LDF Organizational Outline.doc

5 page attachment withheld in full - (b)(5), (6)

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** CHECKLIST FOR LEF"s DRAFT.doc  
**Date:** Friday, August 04, 2017 10:11:27 AM  
**Attachments:** [CHECKLIST FOR LEF"s DRAFT.doc](#)

---

6 page attachment withheld in full - (b)(5)

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** RE: Legal Expense Trust  
**Date:** Friday, August 04, 2017 2:24:11 PM  
**Attachments:** [Draft legal defense trust \(2012\).docx](#)

10 page attachment withheld in full - (b)(5)

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Seth,

Attached is the draft 2012 trust with identifying information removed and citations updated. It is also saved at (b)(6) network info (along with the other records I sent along earlier).

Thanks!  
Rachel

---

**From:** Seth Jaffe  
**Sent:** Friday, August 04, 2017 9:39 AM  
**To:** Rachel K. Dowell  
**Subject:** FW: Legal Expense Trust

Rachel,

Feel free to give me a call if you would like to discuss.

Thanks,  
Seth

---

**From:** David J. Apol  
**Sent:** Friday, August 04, 2017 9:33 AM  
**To:** Seth Jaffe; Rachel K. Dowell  
**Subject:** FW: Legal Expense Trust

Can you please respond once we scrub the document. Thanks.

---

**From:** Bopp, Michael D. [<mailto:MBopp@gibsondunn.com>]  
**Sent:** Friday, August 04, 2017 9:02 AM  
**To:** David J. Apol  
**Cc:** Hewett, Martin A.; Benishek, Trent J.  
**Subject:** Legal Expense Trust

Dave –

Thanks very much for talking to us yesterday and the day before about the terms under which we might conduct legal services for (b)(6). Without ruling out other options, (b)(6) and we are optimistic about setting up a possible legal expense trust. You mentioned yesterday that you have materials relating to a legal expense trust that was found acceptable in 2012. If you don't mind sending them to us, along with any other documents you have relevant to establishing such a trust for an Executive Branch employee, we would be most appreciative.

Michael

**Michael Bopp**

## GIBSON DUNN

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This message may contain confidential and privileged information. If it has been sent to you in error, please reply to advise the sender of the error and then immediately delete this message.

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**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** RE: LDF  
**Date:** Monday, August 07, 2017 4:52:52 PM

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Rachel,

Thank you.

Seth

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**From:** Rachel K. Dowell  
**Sent:** Monday, August 07, 2017 3:52 PM  
**To:** Seth Jaffe  
**Subject:** LDF

11 page attachment withheld in full - (b)(5)

Seth,

Attached is a redline based on today's meeting, and below is the proposed note to be added to 93x21.

Thanks!  
Rachel

---

(b) (5)

**From:** [Patrick J. Lightfoot](#)  
**To:** [Seth Jaffe](#)  
**Cc:** [Rachel K. Dowell](#)  
**Subject:** RE: Website update  
**Date:** Tuesday, August 08, 2017 9:59:26 AM

---

Updated version of 93x21 has gone live on the website!

--Patrick

---

**From:** Seth Jaffe  
**Sent:** Tuesday, August 08, 2017 9:31 AM  
**To:** Patrick J. Lightfoot  
**Cc:** Rachel K. Dowell  
**Subject:** Website update

Patrick,

Per our conversation:

(b) (5)



Thanks,  
Seth

**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** RE: Gift/Trust  
**Date:** Tuesday, August 15, 2017 12:46:02 PM

---

Rachel,

Thank you. I'll get back to you on this.

Thanks again,  
Seth

---

**From:** Rachel K. Dowell  
**Sent:** Tuesday, August 15, 2017 12:19 PM  
**To:** Seth Jaffe  
**Subject:** Gift/Trust

10 page attachment withheld in full - (b)(5)

Seth,

Attached is the draft template with redline edits from today's meeting, and the draft transmittal text is below. All working versions and the 2012 letter are saved at: (b)(6) network info

Thanks!  
Rachel

--

(b) (5)





**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** Re: Accomplishment has been entered by Rachel K. Dowell  
**Date:** Wednesday, August 16, 2017 10:11:32 AM

---

Rachel,

Thank you for entering this - and for your excellent work on this matter.

Seth

Sent from my BlackBerry 10 smartphone on the Verizon Wireless 4G LTE network.

Original Message

From: Michael\_Hanson.USOGE@oge.gov  
Sent: Wednesday, August 16, 2017 9:41 AM  
To: Seth Jaffe; Deborah J. Bortot; David J. Apol  
Subject: Accomplishment has been entered by Rachel K. Dowell

Hello

Rachel K. Dowell has added a new accomplishment

ACCOMPLISHMENT

-----

Provided guidance to private attorneys on what ethics rules apply to the formation and implementation of a legal expense trust for the benefit of a federal government employee client. Created a draft trust instrument template based on a legal expense fund trust that OGE reviewed in 2011 and 2012. Provided the draft template to the private attorneys.

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Click this link to open the entry and see individual contributions:

(b)(6) network info

A large black rectangular redaction box covers the majority of the page content below the text "(b)(6) network info".

**From:** [Elaine Newton](#)  
**To:** [David J. Apol](#); [Christopher J. Swartz](#)  
**Subject:** Statement on Legal Defense Funds  
**Date:** Friday, September 15, 2017 11:03:38 AM  
**Attachments:** [Legal Defense Fund Statement \(9-15-17\).docx](#)

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1 page attachment withheld in full - (b)(5)

**From:** [Christopher J. Swartz](#)  
**To:** [Elaine Newton](#); [David J. Apol](#)  
**Subject:** Re: Statement on Legal Defense Funds  
**Date:** Friday, September 15, 2017 11:07:43 AM

---

**PROPOSED STATEMENT**

(b) (5) [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

---

**From:** Elaine Newton  
**Sent:** Friday, September 15, 2017 11:03 AM  
**To:** David J. Apol; Christopher J. Swartz  
**Subject:** Statement on Legal Defense Funds

**From:** [Rachel K. Dowell](#)  
**To:** [Christopher J. Swartz](#)  
**Subject:** FW: Draft trust instrument template  
**Date:** Friday, September 15, 2017 1:00:24 PM  
**Attachments:** [Draft legal defense trust \(2012\) \(Version 8.15.17\).docx](#)

10 page attachment withheld in full - (b)(5)

(b) (5)

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**From:** Rachel K. Dowell  
**Sent:** Friday, September 15, 2017 12:58 PM  
**To:** Christopher J. Swartz  
**Subject:** FW: Draft trust instrument template

10 page attachment withheld in full - (b)(5)

(b) (5)

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**From:** Rachel K. Dowell  
**Sent:** Friday, September 15, 2017 12:53 PM  
**To:** Christopher J. Swartz  
**Subject:** FW: Draft trust instrument template

10 page attachment withheld in full - (b)(5)

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**From:** Seth Jaffe  
**Sent:** Tuesday, August 15, 2017 5:19 PM  
**To:** Bopp, Michael D.  
**Cc:** David J. Apol; Rachel K. Dowell  
**Subject:** Draft trust instrument template

Dear Michael,

It was a pleasure speaking with you on August 3<sup>rd</sup> concerning guidance on what ethics rules apply to the formation and implementation of a legal expense trust for the benefit of a federal government employee. During that call you indicated that it would be helpful to you if we provided you with a template trust document.

Please find attached a draft trust instrument template that is based on a legal expense fund trust that OGE reviewed in 2011 and 2012. OGE does not approve or disapprove of specific legal expense fund trust instruments. However, if a trust is established and administered in accordance with the terms set out in the attached draft trust instrument template, both the trustees and the employee will be in compliance with 18 U.S.C. § 209. Similarly, adherence to the terms of the trust should ensure the employee does not violate any provision of 5 U.S.C. §§ 7351 and 7353, or of the Standards of Ethical Conduct for Employees of the Executive Branch at 5 C.F.R. part 2635, as a result of the planned activities of the trustee on the employee's behalf.

If you decide to change any of the terms of the trust template when drafting your client's trust instrument, you may contact OGE to review those changes to ensure they are consistent with ethics rules.

Sincerely,  
Seth Jaffe

Seth H. Jaffe  
Chief, Ethics Law & Policy Branch  
U.S. Office of Government Ethics  
(202) 482-9303

This attachment is also available on OGE's website here: [https://www.oge.gov/web/oge.nsf/OGE%20Forms/2ED2E79D06B31810852581EE0060D92E/\\$FILE/Draft%20Fund%20Template.pdf?open](https://www.oge.gov/web/oge.nsf/OGE%20Forms/2ED2E79D06B31810852581EE0060D92E/$FILE/Draft%20Fund%20Template.pdf?open)

THE [EMPLOYEE]  
LEGAL EXPENSE TRUST FUND

THIS AGREEMENT, dated the last dated executed below, shall constitute a Trust Agreement between [name of grantor] hereinafter called the Grantor, and [name of trustee] hereinafter called the Trustee.

This agreement established the [employee] Legal Expense Trust Fund (the "Trust").

ARTICLE I

Trust Property

The Grantor, desiring to create a trust for the purpose of accepting funds and making expenditures in connection with legal expenses incurred by the Beneficiary relating to or arising by virtue of the Beneficiary's service to the [agency] and any other legal expenses that have arisen or may arise in any judicial, civil, criminal, administrative, state, Federal, or Congressional inquiries or proceedings arising from the same operative facts and circumstances, does hereby assign to the Trustee the sum of \$10.00 and such other property, monies, and assets payable to or contributed to the Trust which shall hereinafter come into his possession. Negotiable instruments made payable "[employee] Legal Expense Fund" shall be considered as being donated to the Trust.

## ARTICLE II

### Trust Purposes

The sole purpose of this Trust is to receive funds and to pay all expenses reasonably related to the legal representation of the Beneficiary in connection with the matter described in Article I, relating to or arising by virtue of the Beneficiary's employment by or service to the [agency], and to pay all taxes which arise from the existence of this Trust or for which the Beneficiary may become liable as a result of the establishment of this Trust. This Trust will be established, administered, and terminated in conformity with all applicable gift and ethics rules, including but not limited to 5 C.F.R. § 2635 and 5 U.S.C. §§ 7351 and 7353, and all applicable rules governing Federal Executive Branch employees.

## ARTICLE III

### Beneficiary

The beneficiary of this trust shall be [employee], but he/she shall exercise absolutely no control over the Trust property and shall receive no tangible or intangible benefit from the Trust other than such benefit that is incidental to or may have arisen from legal representation related to the purposes stated in Articles I and II.

## ARTICLE IV

### Grantor

The Grantor shall not be a prohibited source as defined in 5 C.F.R. §2635.203(d), and desires to create a trust for the purposes stated in Articles I and II.

## ARTICLE V

### Trustee

The Trustee shall not be: a relative of the Beneficiary; an employee of the Beneficiary; an employee of any organization affiliated with Beneficiary; an employee of the United States Government; a partner of, or involved in any joint venture or other investment with the Beneficiary; an entity or individual with any business that would be affected by the official duties of the Beneficiary; a law firm or a partner, associate or employee of any law firm that is representing the Beneficiary in connection with any matter of investigation, which may be entitled to payment of attorney fees from this Trust; a prohibited source as defined in 5 C.F.R. §2635.203(d); a registered lobbyist or lobbyist organization as those terms are defined by 2 U.S.C. §1602 and the Presidential Executive Order 13770; or an agent of a foreign government.

## ARTICLE VI

### Trustee's Powers

In the administration of the Trust, the Trustee shall have the following powers, which, subject to the restrictions contained elsewhere herein, may be exercised in the sole and absolute discretion of the Trustee without resort to any person or court for further authority and which shall be in addition to the powers conferred upon the Trustee by law or by other provisions of this instrument:

1. to invest and reinvest the principal and any accumulated interest of the Trust, if any, in only the following: (a) obligations of the United States; or (b) bank deposits maintained at a depository institution or trust company organized under



the laws of the United States or any of the States thereof or the District of Columbia;

2. to incur reasonable expenses on behalf of the Trust where necessary to make the Trust productive;
3. to hold cash uninvested for such length of time as the Trustee shall determine is advisable;
4. to sell, exchange or otherwise dispose of any of the Trust property as the Trustee may deem expedient;
5. to employ such agents, custodians, investment counsel and attorneys which the Trustee deems expedient and to pay them reasonable compensation for their services out of either principal or income of the Trust property, pursuant to the terms and conditions of a services agreement with the Trust;
6. to allocate to income or principal any receipt, gain, loss, or expenditure as he/she deems just and equitable under the circumstances of each case as it arises;
7. to compound, compromise, settle, and adjust all claims and demands in favor of or against the Trust estate on such terms as the Trustee shall deem just; and
8. to set up reserves from principal or income for the purpose of making provision for any liability or obligation of the Trust including reserves for the payment of any and all taxes referred to in Article II.

## ARTICLE VII

### Duties of the Trustee

In addition to the duties stated elsewhere in this Agreement, the Trustee shall have the authority to:

1. solicit and accept contributions to the trust, which may be accomplished by retaining the services of a professional fundraiser, under the following restrictions:
  - a. contributions shall not be solicited from: a subordinate federal employee; a foreign government or agent of a foreign government; a federal employee earning a federal salary that is less than the Beneficiary; or, if the Beneficiary is an appointee subject to Executive Order 13770, a registered lobbyist or lobbying organization (as defined by 2 U.S.C. §1602 and the Presidential Executive Order 13770),
  - b. contributions shall not be accepted from: a subordinate federal employee; a foreign government or agent of a foreign government; a federal employee earning a federal salary that is less than the Beneficiary; from any donor that indicates verbally or in writing that such contribution is given because of the Beneficiary's official position or because of the performance of [his/her] duties or from a prohibited source (as defined in 5 C.F.R. § 2635.203(d)), unless a specific exception under 5 C.F.R. §2635.204 applies; or, if the Beneficiary is an appointee subject to Executive Order 13770, a registered lobbyist or lobbying organization (as defined by 2 U.S.C. §1602 and the Presidential Executive Order 13770),
  - c. Contributions shall not be accepted unless the donor certifies in writing that the donor is not a prohibited source (as defined in 5 C.F.R. § 2635.203(d)) and that

the donor is not giving the gift because of the Beneficiary's official position or because of the performance of his duties,

- d. contributions shall not be accepted from anonymous sources, and
  - e. contributions solicited by the Beneficiary shall not be accepted;
2. make expenditures for the purpose described in Article II;
  3. enter into any legal agreements with legal counsel selected by the Beneficiary, including agreements relating to compensation, as may be necessary to effectuate the purposes of this Agreement;
  4. transfer to the Trust property all property, monies, and assets payable or contributed to the Trust which the Trustee may hereafter come to possess, from or through Grantor or any other source, unless the Trustee in his/her discretion determines that such property, monies, and assets shall be returned to their source;
  5. confer with the designated Ethics Official within the [agency] as needed within 30 days of the receipt of any contribution or notification by a potential donor of the intent to make a contribution, whichever is earlier, to seek a determination as to whether the contribution is from a prohibited source;
  6. confer with the Office of Government Ethics, where appropriate;
  7. distribute cash to the Beneficiary for tax purposes as related to the Trust;
  8. retain professional services on behalf of the Trust;
  9. keep Trust property separate from any of the Trustee's personal funds or any other funds;
  10. operate as a fiduciary in relation to the Trust property and the Trust purpose as stated in this Agreement;

11. provide information to the Beneficiary as necessary to comply with the Ethics in Government Act, 5 U.S.C. app. § 102(a)(2).
12. return any previously accepted contribution not in conformity with the limitations found herein or not otherwise a permissible contribution within 30 days of learning the contribution is not permissible, or, when Trustee is not reasonably able to return the impermissible contribution to the donor, to donate such contribution to one or more organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 and made exempt from taxation under Section 501(a) thereof as selected by the Grantor in **his/her** sole discretion, without advice or input from the Beneficiary.

#### ARTICLE VIII

##### Liability of Trustee

The Trustee shall not be liable for any act, in **his/her** capacity as Trustee, undertaken in good faith and with the purpose of advancing the best interests of the Trust. No bond or other security shall be exacted or required of the Trustee in any jurisdiction.

#### ARTICLE IX

##### Compensation of Trustee

The Trustee, if an individual, shall be compensated from either income or principal of the Trust per hour spent in administration of this Trust in accordance with his or her usual hourly rate for professional services. In the event that the Trustee shall be the trust department of a national banking institution, the Trustee shall be compensated in accordance with the usual,

customary, and published Trustee's rates of said institution for a trust of this type and size. The Trustee may waive any or all compensation.

The Trustee shall keep a log of the time spend and a record of services performed, which log shall be available for inspection by the Grantor or his agents at reasonable times and places.

The Trustee shall further maintain documentation and an itemization of all expenses incurred in the administration of this Trust. The Grantor reserves the right to inspect such documentation at reasonable times and places.

The Trustee shall be reimbursed for all reasonable expenses incurred in the administration of this Trust.

Fees incurred by the Trustee and all expenses incurred by the Trustee shall be submitted and paid monthly, and said Trustee's fees and expenses shall have priority over other payments to accomplish the purpose of this Trust.

## ARTICLE X

### A. The Term and Disposition of Residual Funds

The Trust established by this Agreement may be terminated at any time by the Trustee upon the direction of the Grantor. The Trust shall terminate, in any event, no later than six months following the completion of the legal proceedings, as determined by the Grantor, involving the Beneficiary as a result of the matter described in Article I for which the Trust was created.

Upon termination of the Trust, no further contributions shall be accepted, and no further expenditures shall be made.

B. Distribution of Unexpended Funds Upon Termination

Funds remaining upon the termination of the Trust shall, within thirty days thereafter, be returned to contributors to the Trust on a pro rata basis or donated and distributed to one or more organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986 and made exempt from taxation under Section 501(a) thereof as selected by the Grantor in his/her sole discretion.

ARTICLE XI

The Trust shall be executed and delivered in [STATE / DC] and shall be construed and administered according to the laws of [STATE / DC].

ARTICLE XII

The Trustee herein named may, at any time following thirty (30) days' notice to the Grantor, resign as Trustee. In such event, or in the event of the death, malfeasance or incapacitation of the Trustee, the Grantor shall appoint a substitute Trustee without the need of Court approval and without consulting the Beneficiary.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and said Trustee has signed this instrument, all parties intending to be legally bound hereby on the day, month and year written below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Grantor

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

Witness:

\_\_\_\_\_

\_\_\_\_\_

Trustee

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** Legal Advisory  
**Date:** Friday, September 15, 2017 1:16:13 PM

---

Hi Rachel-

As we've discussed, Dave would like to (b) (5) [REDACTED]

[REDACTED]

[REDACTED]. Please let me know if you think that the below (b) (5) [REDACTED]

[REDACTED]:

(b) (5) [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Chris



**From:** [Christopher J. Swartz](#)  
**To:** [David J. Apol](#); [Rachel K. Dowell](#)  
**Subject:** Amendment to 93 opinion  
**Date:** Friday, September 15, 2017 1:50:19 PM

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Rachel and I have reviewed and put together this:

(b) (5)



The following text is redacted with black bars:

- Line 1: (b) (5)
- Line 2: [Redacted]
- Line 3: [Redacted]
- Line 4: [Redacted]
- Line 5: [Redacted]
- Line 6: [Redacted]
- Line 7: [Redacted]
- Line 8: [Redacted]
- Line 9: [Redacted]
- Line 10: [Redacted]
- Line 11: [Redacted]
- Line 12: [Redacted]
- Line 13: [Redacted]
- Line 14: [Redacted]
- Line 15: [Redacted]
- Line 16: [Redacted]
- Line 17: [Redacted]
- Line 18: [Redacted]
- Line 19: [Redacted]
- Line 20: [Redacted]
- Line 21: [Redacted]
- Line 22: [Redacted]
- Line 23: [Redacted]
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- Line 99: [Redacted]
- Line 100: [Redacted]

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** FW: Note for 1993 Op  
**Date:** Wednesday, September 20, 2017 9:37:49 AM

---

**From:** Christopher J. Swartz  
**Sent:** Friday, September 15, 2017 4:22 PM  
**To:** David J. Apol  
**Cc:** Rachel K. Dowell  
**Subject:** Re: Note for 1993 Op

How about a (b) (5) approach:

(b) (5)

[Redacted]

---

**From:** David J. Apol  
**Sent:** Friday, September 15, 2017 4:19 PM  
**To:** Christopher J. Swartz  
**Cc:** Rachel K. Dowell  
**Subject:** RE: Note for 1993 Op

(b) (5) Do you like it better as rewritten below?

---

**From:** Christopher J. Swartz  
**Sent:** Friday, September 15, 2017 3:34 PM  
**To:** David J. Apol  
**Cc:** Rachel K. Dowell  
**Subject:** Note for 1993 Op

Dave-

As amended, the proposed note would read:

(b) (5)

[Redacted]

(b) (5)

[Redacted text block]

(Dave--I would suggest we add in the language stating (b) (5)

[Redacted text block]

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** FW:  
**Date:** Wednesday, September 20, 2017 9:39:20 AM

---

**From:** Christopher J. Swartz  
**Sent:** Friday, September 15, 2017 3:34 PM  
**To:** Christopher J. Swartz  
**Subject:**

(b) (5)  
[Redacted text block]

[Redacted text block]

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** LDF LA - Draft\_7\_9.20.17.docx  
**Date:** Wednesday, September 20, 2017 3:08:24 PM  
**Attachments:** [LDF LA - Draft\\_7\\_9.20.17.docx](#)

---

2 page attachment withheld in full - (b)  
(5)

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#); [David J. Apol](#)  
**Subject:** Updated LA  
**Date:** Wednesday, September 20, 2017 4:29:43 PM  
**Attachments:** [LDF LA - Draft 8 9.20.17.docx](#)

---

2 page attachment withheld in full - (b)(5)

Attached, please find the updated LA per our discussions. Chris also provided some edits that I incorporated. Thanks!

--

Rachel K. Dowell  
Assistant Counsel  
Office of Government Ethics  
General Counsel & Legal Policy Division  
Ethics Law and Policy Branch  
(202) 482-9267

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Follow OGE on Twitter: @OfficeGovEthics

**From:** [Rachel K. Dowell](#)  
**To:** [Seth Jaffe](#)  
**Subject:** Talking points  
**Date:** Wednesday, September 20, 2017 5:47:29 PM  
**Attachments:** [Talking points - Party funds.docx](#)

---

1 page attachment withheld in full - (b)(5)

Draft talking points attached. I also left a voicemail and will let you know once I hear back about a time for the call. Thanks!

--

Rachel K. Dowell  
Assistant Counsel  
Office of Government Ethics  
General Counsel & Legal Policy Division  
Ethics Law and Policy Branch  
(202) 482-9267

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Follow OGE on Twitter: @OfficeGovEthics

**From:** [Rachel K. Dowell](#)  
**To:** [David J. Apol](#)  
**Cc:** [Seth Jaffe](#)  
**Subject:** Talking points for today's call  
**Date:** Thursday, September 21, 2017 9:09:28 AM  
**Attachments:** [Talking points - Party funds.docx](#)

---

1 page attachment withheld in full - (b)(5)

Good morning Dave,

Please find attached talking points for today's call (scheduled for 12p, with a short prep meeting at 11:50a). I will bring copies to the meeting.

Thanks!

Rachel



**From:** [Rachel K. Dowell](#)  
**To:** [David J. Apol](#)  
**Subject:** LDF LA - Draft\_9\_9.21.17.docx  
**Date:** Thursday, September 21, 2017 11:11:34 AM  
**Attachments:** [LDF LA - Draft\\_9\\_9.21.17.docx](#)

2 page attachment withheld in full - (b)(5)

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Dave – Updated as discussed. Thanks!

**From:** [Rachel K. Dowell](#)  
**To:** [David J. Apol](#); [Seth Jaffe](#)  
**Subject:** LDF LA - Draft\_10\_9.21.17.docx  
**Date:** Thursday, September 21, 2017 3:15:49 PM  
**Attachments:** [LDF LA - Draft\\_10\\_9.21.17.docx](#)

2 page attachment withheld in full - (b)(5)

---

Dave,

Please find attached an updated draft of the LA, which incorporates your edits from earlier, as well as edits from Seth (in redline).

Thanks!  
Rachel

**From:** [Rachel K. Dowell](#)  
**To:** [David J. Apol](#); [Seth Jaffe](#)  
**Subject:** LDF LA - Draft\_10\_9.21.17.docx  
**Date:** Thursday, September 21, 2017 3:47:44 PM  
**Attachments:** [LDF LA - Draft\\_10\\_9.21.17.docx](#)

---

2 page attachment withheld in full - (b)(5)

Additional update (b) (5) attached. Thanks!

**From:** [Christopher J. Swartz](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** LDF LA - Draft\_11\_9.26.17.docx  
**Date:** Tuesday, September 26, 2017 10:16:31 AM  
**Attachments:** [LDF LA - Draft\\_11\\_9.26.17.docx](#)

---

2 page attachment withheld in full - (b)(5)

Small changes. (b) (5) .

**From:** [Kimberly L. Sikora Panza](#)  
**To:** [Nicole Stein](#)  
**Subject:** RE: Comms content - LDF advisory  
**Date:** Tuesday, September 26, 2017 11:30:15 AM  
**Attachments:** [LDF LA - Draft 11 9.26.17.docx](#)

---

2 page attachment withheld in full - (b)(5)

FYSA, current draft of the LA.

---

**From:** Kimberly L. Sikora Panza  
**Sent:** Tuesday, September 26, 2017 11:30 AM  
**To:** Nicole Stein  
**Subject:** Comms content - LDF advisory

3 page attachment withheld in full - (b)(5)

Hi Nicole,

Per my recent VM, attached please find the comm content for a forthcoming LA re LDFs. It is my understanding that publication of the LA is imminent, so with apologies for the last minute loop in (I was just looped in myself an hour and a half ago), we appreciate input from you and other comm folks as soon as possible.

Thanks,  
Kim

**From:** [Nicole Stein](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** FW: LDF(edited).docx  
**Date:** Tuesday, September 26, 2017 1:36:21 PM  
**Attachments:** [LDF\(edited\).docx](#)

3 page attachment withheld in full - (b)(5)

---

Let me know if you have any concerns.

---

**From:** Shelley K. Finlayson  
**Sent:** Tuesday, September 26, 2017 1:29 PM  
**To:** Nicole Stein <nstein@oge.gov>; Patrick Shepherd <pshephe@oge.gov>; Elizabeth D. Horton <edhorton@oge.gov>  
**Subject:** LDF(edited).docx

Please find my edits attached (after speaking with Seth). Please let me know if you have any additional suggestions.

**From:** [Shelley K. Finlayson](#)  
**To:** [Rachel K. Dowell](#)  
**Date:** Tuesday, September 26, 2017 3:39:49 PM

---

(b) (5)

A large black rectangular redaction box covers the majority of the page content below the header.

**From:** [Rachel K. Dowell](#)  
**To:** [Patrick J. Lightfoot](#)  
**Cc:** [Seth Jaffe](#)  
**Subject:** LDF LA - Draft\_13\_9.27.17.docx  
**Date:** Wednesday, September 27, 2017 4:30:35 PM  
**Attachments:** [LDF LA - Draft\\_13\\_9.27.17.docx](#)

---

2 page attachment withheld in full - (b)(5)

Thank you in advance for providing a final proofread!



**From:** [Nicole Stein](#)  
**To:** [Monica M. G. Ashar](#); [Rachel K. Dowell](#)  
**Cc:** [Zohair Baig](#)  
**Subject:** RE: LA-17-10  
**Date:** Thursday, September 28, 2017 9:26:47 AM

---

Ok.

Rachel, as soon as you send me the final tweets, I will post.

---

**From:** Monica M. G. Ashar  
**Sent:** Thursday, September 28, 2017 9:20 AM  
**To:** Rachel K. Dowell <[rkdownell@oge.gov](mailto:rkdownell@oge.gov)>  
**Cc:** Nicole Stein <[nstein@oge.gov](mailto:nstein@oge.gov)>; Zohair Baig <[mzbaig@oge.gov](mailto:mzbaig@oge.gov)>  
**Subject:** FW: LA-17-10

Here's the box link, below.

---

**From:** Zohair Baig  
**Sent:** Thursday, September 28, 2017 9:19 AM  
**To:** Monica M. G. Ashar  
**Subject:** RE: LA-17-10

Its ready to go:

(b)(6) nonpublic internal web address

Best,

M Zohair Baig  
202-482-9311

---

**From:** Monica M. G. Ashar  
**Sent:** Thursday, September 28, 2017 9:16 AM  
**To:** Zohair Baig  
**Subject:** LA-17-10

Here's the file for posting. The name is

LA-17-10

Thanks,  
Monica

---

**From:** Rachel K. Dowell  
**Sent:** Thursday, September 28, 2017 9:03 AM  
**To:** Monica M. G. Ashar

**Cc:** Seth Jaffe  
**Subject:** LA-17-10

Hi Monica – The LA is ready to be posted. Please let me know when it is posted so that I can add the website link to the listserv/MAX and the external site link to the tweets. Thanks!

--

Rachel K. Dowell  
Assistant Counsel  
Office of Government Ethics  
General Counsel & Legal Policy Division  
Ethics Law and Policy Branch  
(202) 482-9267

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Follow OGE on Twitter: @OfficeGovEthics

**From:** [Seth Jaffe](#)  
**To:** [Rachel K. Dowell](#)  
**Subject:** gift issue  
**Date:** Monday, July 31, 2017 12:24:25 PM

---

Rachel,

When you are in the office could you please stop by or give me a call so we can discuss your draft listserve concerning gift issues?

Thanks,  
Seth