



U.S. Department of Justice

Washington, D.C. 20530

JUN 19 2012

Mr. Don W. Fox
Principal Deputy Director
Office of Government Ethics
Suite 500
1201 New York Avenue, NW
Washington, DC 20005-3919

Dear Mr. Fox:

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 Gary L. Blankinship. President Obama has announced his intent to nominate Mr. Blankinship to serve as the United States Marshal for the Southern District of Texas. 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. Blankinship 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. Blankinship understands that the interests of the following persons are imputed to him: his spouse; minor child; 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 January 2012, Mr. Blankinship retired from the Houston, Texas, Police Department. For a period of one year after his retirement, Mr. Blankinship will have a "covered relationship" with the City of Houston, Texas, under 5 C.F.R. § 2635.502. He has been advised that his participation in particular matters involving specific parties in which Houston, Texas, is a party or represents a party will be authorized pursuant to 5 C.F.R. § 2635.502(d).

Upon Mr. Blankinship's retirement from the Houston Police Department in January 2012, he began receiving bi-weekly payments as compensation for leave time that he accrued but did not use while employed there; those payments will continue for four years. While Mr. Blankinship is receiving those payments, he will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of the City of Houston to continue to make those payments to him, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, Mr. Blankinship will resign from his position as President of Jolly Rogers Storage, Inc., Houston, Texas; as President of Blankinship-Rogers, LLP, Houston, Texas; and as President of Blankinship Enterprises, Houston, Texas. During his appointment as United States Marshal, his spouse will assume his position at these entities; he will not manage these entities or provide any other services to them. Instead, he will receive only passive investment income from them. 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 these entities, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

Upon confirmation, Mr. Blankinship will resign from his position with the Law Enforcement Association Advisory Board of Taser International, Houston, Texas. For a period of one year after his resignation from that entity, 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).

In September 2011, Mr. Blankinship resigned from his position with the Assist the Officer Foundation, Houston, Texas; in December 2011, Mr. Blankinship resigned from his position with the National Association of Police Organizations, Houston, Texas. 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).

Mr. Blankinship 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. Blankinship 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.

In light of the above, 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,

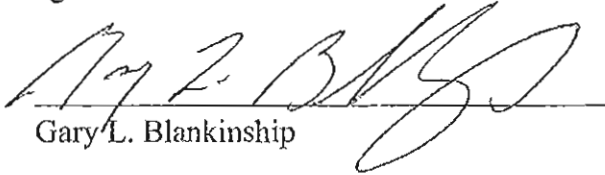


Lee J. Lofthus
Assistant Attorney General
for Administration and
Designated Agency Ethics Official

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 June 19, 2012, 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.


Gary L. Blankinship

Date: JUN 19 2012, 2012