U.S. Department of Justice

Washington, D.C. 20530

OCT 1 8 2019

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 Mr. T. Michael O'Connor. President Trump has nominated Mr. O'Connor 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. O'Connor 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 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; 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. O'Connor will resign from his position with the Victoria County, Texas Sheriff's Office. For a period of one year after his resignation, Mr. O'Connor will have a "covered relationship" with the Victoria County Sheriff's Office pursuant to 5 C.F.R. § 2635.502. He has been advised that his participation in particular matters involving specific parties in which the Victoria County Sheriff's Office is a party or represents a party will be authorized pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, Mr. O'Connor will resign from his positions with Texas A&M University Press Advancement; South Texas Coastal Sheriffs' Alliance; and the Law Enforcement Alliance Project. For a period of one year after his resignation, Mr. O'Connor will not participate personally and substantially in any particular matter involving specific parties in which he knows 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).

Along with some of his family members, Mr. O'Connor is partner or trustee of numerous companies and trusts which are involved in or receive royalties for oil, gas, and mineral mining, namely, O'Connor Group, LP; O'Connor Energy, LP; O'Connor Lands; O'Connor Capital, L.P.; O'Connor Energy Management, LLC; OCG-GP, LLC; OCE-GP, LLC; OCC-GP, LLC; the Child #1 and Child #2 O'Connor Trusts. Upon confirmation, Mr. O'Connor will resign from his positions with all of these entities. Mr. O'Connor will continue to have a financial interest in these entities, but he will not provide services material to the production of income. Instead, he will receive only passive investment income from them. Mr. O'Connor 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 of these entities 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. O'Connor will retain his position as co-trustee of the O'Connor Ranch Land Trust; Mother - O'Connor Exempt Trust; Mother - O'Connor Non-Exempt Trust; and Father - O'Connor Residuary Trust. He will not receive any fees for the services that he provides as a co-trustee during his appointment to the position of United States Marshal for the Southern District of Texas. 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 of these 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).

Mr. O'Connor will retain his position as executor of a family member's estate. He will not receive any fees for the services that he provides as an executor during his appointment to the position of United States Marshal for the Southern District of Texas. 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 estate, 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. O'Connor is the owner of farm land in Sinton, Texas. Mr. O' Connor owns the property outright. Mr. O'Connor has a contract with D&B Horne Farm Partnership that allows D&B Horne Farm Partnership to farm the land. Mr. O'Connor does not hold a position with D&B Horne Farm Partnership. Mr. O'Connor also does not have any equity interest in D&B Horne Farm Partnership, but he does receive proceeds resulting from D&B Horne Farm Partnership's farming of the land. D&B Horne Farm Partnership participates in the USDA Agriculture Risk Coverage-County Program; the Price Loss Coverage Program; and the Cotton Ginning Cost Share program; and receives annual payments through these USDA programs that are passed on to Mr. O'Connor. During his tenure as United States Marshal for the Southern District of Texas, he will continue to receive these farming proceeds and USDA payments but will not provide any services material to the production of income. 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 D&B Horne Farm Partnership or the USDA to make these payments unless he first obtains a written waiver pursuant to 18 U.S.C. 208(b)(1). He also will not participate personally and substantially in any particular matter involving specific parties in which he knows D&B Horne Farm Partnership is a party or represents a party if he determines that a reasonable person with knowledge of the relevant facts would question his impartiality in that matter, unless he is first authorized to participate, pursuant to 5 C.F.R. part 2635, subpart E.

Mr. O'Connor's spouse is employed as a Coldwell Banker Real Estate Broker. For as long as his spouse continues to work for Coldwell Banker, Mr. O'Connor 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 Coldwell Banker Real Estate unless he first obtains a written waiver, pursuant to18 U.S.C. § 208(b)(1). In addition, he also will not participate personally and substantially in any particular matter involving specific parties in which he knows any client of his spouse is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

If Mr. O'Connor 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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

Mr. O'Connor 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 ethics agreements of other Presidential nominees who file public financial disclosure reports.

Mr. O'Connor will meet live with United States Marshals Service ethics officials in connection with his appointment to the position of United States Marshal for the Southern District of Texas during the timeframe established by 5 C.F.R. § 2638.305(b) in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of his confirmation, he will document his compliance with this ethics agreement by notifying United States Marshals Service ethics officials in writing when he has completed the steps described in this ethics agreement.

Finally, Mr. O'Connor understands that as an appointee he will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that he will be bound by the requirements and restrictions therein in addition to the commitments he has made in this ethics agreement.

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,

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

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Lee J. Lofthus, Assistant Attorney General for Administration and Designated Agency Ethics Official on Oct. 18, 2019, 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 will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

T. Michael O'Connor

T. Michael O'Connor

Oct. 18, 2019

Date