**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 Mr. Thomas E. Brown. President Biden has nominated Mr. Brown to serve as the United States Marshal for the Northern District of Georgia. 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. Brown will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Brown understands that it is his responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), Mr. Brown 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 the event that an actual or potential conflict of interest arises during his appointment, Mr. Brown will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

In determining whether a particular matter has a direct and predictable effect on his financial interests or on those of any other person who interests are imputed to him, Mr. Brown will consult with the United States Marshals Service ethics officials. As stated in the attachment to this Ethics Agreement, Mr. Brown 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. Brown 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), or obligations of the United States.

Mr. Brown will receive a live ethics briefing from United States Marshals Service ethics officials in connection with his appointment to the position of United States Marshal for Northern District of Georgia 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. Brown will submit his Certification of Ethics Agreement Compliance to United States Marshals Service ethics officials, which documents his compliance with this ethics agreement.

Mr. Brown 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 governments.

He will not modify this ethics 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 – 1st ACTION BAIL BONDING LLC

Mr. Brown is the sole owner and CEO of 1st Action Bail Bonds. Upon confirmation, he will resign from his position as CEO of 1st Action Bail Bonds. He will continue to have a financial interest in this entity, but he will not provide services material to the production of income. Instead, he will only receive passive income from it. Mr. Brown 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 1st Action Bail Bonds unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 3 – BRITT & JUST PROPERTIES LLC

Mr. Brown retain his position as CEO of Britt & Just Properties LLC. He will not receive any compensation for the services that he provides as CEO during his appointment to the position of United States Marshal for the Northern District of Georgia. 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 Britt & Just Properties LLC unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – TEB ENTERPRISE LLC

Mr. Brown is the sole owner and CEO of his consulting firm, TEB Enterprise LLC. Upon confirmation, Mr. Brown's consulting firm will cease engaging in any business, including providing consulting services to clients. During Mr. Brown's appointment to the position of United States Marshal for the Northern District of Georgia, TEB Enterprise LLC will remain dormant and will not advertise. Mr. Brown will not perform any services for the LLC, except that he will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the LLC while it is in an inactive status. As United States Marshal for the Northern District of Georgia, Mr. Brown 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 TEB Enterprise LLC unless he first receives a written waiver pursuant to 18 U.S.C. § 208(b)(1). All amounts owed to Mr. Brown by any of his clients will be fixed before he assumes the duties of United States Marshal for the Northern District of Georgia, and he will not participate personally and substantially in any particular matter that has a direct and predictable effect on the ability or willingness of any client to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, Mr. Brown will not participate personally and substantially in any particular matter involving specific parties in which he knows a client of his is a party or represents a party for a period of one year after he last provided services to that client, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – DEKALB COUNTY

Mr. Brown retired from his position with DeKalb County in February 2014. As a eligible retiree, Mr. Brown is entitled to receive health insurance coverage for the rest of his life, consistent with the county's practice for retirees. Therefore, Mr. Brown 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 DeKalb County to provide this contractual benefit to him, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 6 – FAMILY TRUSTS

Mr. Brown will retain his positions as trustee of Family Trust #1, Family Trust #2, and Family Trust #3. He will not receive any fees for the services that he provides as a trustee during his appointment to the position of United States Marshal of the Northern District of Georgia. 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 Family Trust #1, Family Trust #2, or Family Trust #3 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).

SECTION 7 – PUBLIC POSTING

Mr. Brown has been advised that this ethics 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: 2022.06.08 18:24:21 -04'00'

Arthur Gary
Deputy Assistant Attorney General,
Policy, Management and Planning and
Alternate Designated Agency Ethics Official

Enclosure

**NOMINEE STATEMENT**

I have read the Ethics Agreement signed by Arthur E. Gary, Deputy Assistant Attorney General and Alternate Designated Agency Ethics Official on June 8, 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 U.S. Marshals Service (USMS) ethics officials 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 ethics agreement without your prior 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) will not repurchase any asset I was required to divest without my consultation with the USMS ethics officials 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 governments.

Thomas E Brown

Thomas E. Brown

Date: June 8, 2022