



U.S. Department of Justice

Justice Management Division

Departmental Ethics Office

Washington, D.C. 20530

OCT 11 2018

Emory A. Rounds, III
Director
Office of Government Ethics
1201 New York Avenue, NW
Suite 500
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 nominee financial disclosure report of Donald Wayne Washington. President Trump nominated Mr. Washington to serve as Director, U.S. Marshals Service, U.S. Department of Justice.

We have conducted a thorough review of the enclosed report. The conflict of interest statute, 18 U.S.C. § 208, requires that Mr. Washington recuse himself from participating 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 Section 208(b)(1), or qualifies for a regulatory exemption, pursuant to Section 208(b)(2). Mr. Washington 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 an 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. Washington will consult with Department of Justice ethics officials.

Upon confirmation, Mr. Washington will withdraw from the partnership of Jones Walker LLP. Pursuant to the Jones Walker LLP Partnership Agreement, he will receive a promissory note for his *pro rata* partnership share based on the value of his partnership interests for services performed in 2018 through the date of his withdrawal. This payment will be based solely on the firm's earnings through the date of his withdrawal from the partnership. He will also receive a promissory note for the value of his capital account. 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 Jones Walker LLP, to pay this *pro rata* partnership share or capital account to him, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1). For a

period of one year after his resignation, or for as long as there is a promissory note outstanding, whichever is later, he also 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 services to that client, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, Mr. Washington will resign from his positions with Home Bancorp Inc. and Home Bank, N.A. He owns stock and unvested restricted stock in Home Bancorp Inc., but does not have any vested restricted stock or stock options in Home Bancorp Inc. He does not have any stock, stock options or restricted stock in Home Bank N.A., but is owed deferred director fees. Upon his resignation from Home Bancorp, Inc., he will forfeit all unvested restricted stock. Pursuant to the company plan, he will receive a cash payment from Home Bank N.A. of his deferred director's fees upon his resignation. 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 Home Bancorp Inc. or Home Bank, N.A., 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). 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 Home Bancorp Inc. or Home Bank, NA are a party or represent a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, Mr. Washington will resign from his positions with the following entities: UL Foundation Board of Trustees, Community Foundation of Acadiana, Pines to the Gulf Girl Scout Council, Innocence Project-New Orleans, and the Public Affairs Research Council of Louisiana. 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 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. Washington will divest his interests in the following entities within 90 days of his confirmation: Apple Inc. and Microsoft Corporation. With regard to each of these entities, 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 entity until he has divested it, 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).

If Mr. Washington 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).

If Mr. Washington 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), obligations of the United States, or municipal bonds.

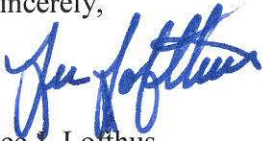
He will meet in person with Department ethics officials during the first week of his service in the position of Director, in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. If circumstances do not permit a first-week meeting, he will meet with Department ethics officials not later than 15 days after his appointment as 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 Department ethics officials in writing when he has completed the steps described in this ethics agreement.

Mr. Washington 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.

Mr. Washington 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.

Based on the above agreements and counseling, I am satisfied that the report presents no conflicts of interest under applicable laws and regulations and that you can so certify to the Senate Judiciary Committee.

Sincerely,



Lee J. Lothius
Assistant Attorney General
For Administration and
Designated Agency Ethics Official

Enclosure

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Lee J. Loftus, Assistant Attorney General for Administration and Designated Agency Ethics Official on Oct. 11, 2018, 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.


Donald Wayne Washington

Date: October 11, 2018