



HAND DELIVERED

ONE HUNDRED NINETEENTH CONGRESS

U.S. House of Representatives

COMMITTEE ON ETHICS

Washington, DC 20515

April 14, 2025

LEGISLATIVE RESOURCE OFFICE

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OFFICE OF THE CLERK
U.S. HOUSE OF REPRESENTATIVES

The Honorable Andy Ogles
U.S. House of Representatives
151 Cannon House Office Building
Washington, DC 20515

Dear Colleague:

This responds to your request received by the Committee on August 19, 2024, seeking Committee approval of the Andy Ogles Legal Expense Trust (Trust) and accompanying trustee affidavit. Revised draft versions of the trust agreement were provided to the Committee on October 1, and December 3, 2024.

Under the Committee's Legal Expense Fund Regulations, contributions to a Legal Expense Fund may neither be solicited nor accepted prior to the Committee's written approval of a completed trust document that includes the identity of the trustee. Legal Expense Fund Regulation 2.2 requires that the beneficiary of a legal expense fund have no family, business, or employment relationship with the trustee within in the last two years. The trustee named in the draft trust agreement is James Appel. According to Mr. Appel, you have not had any family, business, or employment relationship with him within the past two years. Mr. Appel has not contributed to your campaign in the past but stated he intends to refrain from doing so while serving as trustee of the Trust.

Recitals A and B of the draft trust agreement indicate that the Trust will be used to pay legal expenses related to the Office of Congressional Ethics Review No. 24-3057; the Committee on Ethics' review of the OCE referral in Review No. 24-3057; and United States District Court for the Middle District of Tennessee No. 24-mj-4276, No. 24-mj-4250, and related matters. The Committee should be contacted for guidance before any trust funds are used for any purpose other than to pay your own legal expenses resulting from these matters.

Legal Expense Fund Regulation 3.11 allows funds raised by a legal expense fund to pay previously incurred legal expenses if the Committee determines the request is appropriate. You provided detailed invoices from Compass Legal Group; Earth & Water Law, LLC; and SECIL Law, PLLC for legal expenses incurred prior to requesting approval of the Trust. The previously incurred legal expenses totaled \$75,470.00 in connection with your legal representation in the cases and preparation of the Trust. All the invoices remain outstanding. You would like to use funds raised by the Trust to pay for these expenses.

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LEGISLATIVE RESOURCE CENTER

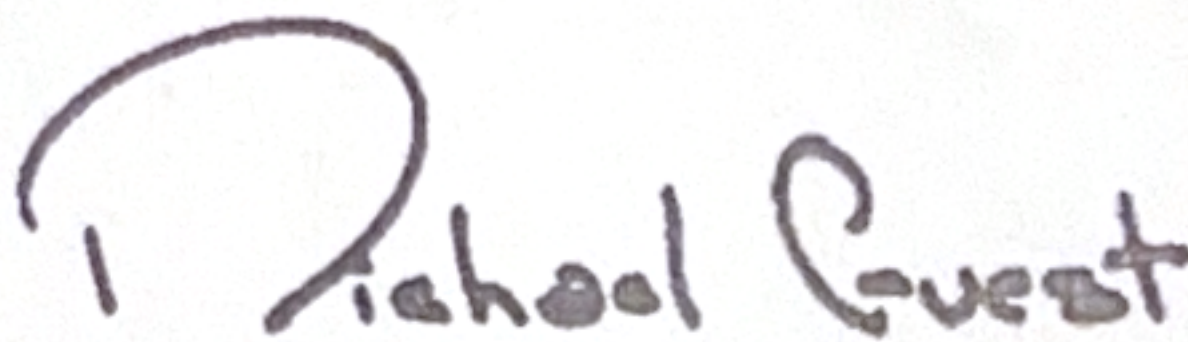
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CLERK
HOUSE OF REPRESENTATIVES

The Committee hereby approves the revised trust agreement provided on December 3, 2024. The Committee also approves your request to use funds raised by the Trust to pay the previously incurred expenses totaling \$75,470.00. In accordance with Legal Expense Fund Regulation 4.1, a copy of this letter, the executed agreement, and affidavits should be filed with the Legislative Resource Center (B-81 Cannon House Office Building) within one week of the Committee's approval. In accordance with Regulation 4.2, you (not the trustee) are responsible for filing quarterly reports with the Committee regarding certain receipts and expenditures. Quarterly reports must be emailed to LegalExpenseFunds@housemail.house.gov. Quarterly reports must be filed even if the Trust received no contributions and made no expenditures during the quarter. In addition to the quarterly reports, any contributions of more than minimal value, as defined by the Foreign Gifts and Decorations Act, in a calendar year from a single source (other than from a relative) must also be disclosed on Schedule G ("Gifts") of your annual Financial Disclosure Report.¹

If you have any further questions, please contact the Committee's Office of Advice and Education at extension 5-7103.

Sincerely,



Michael Guest
Chairman



Mark DeSaulnier
Ranking Member

MG/MD:eme

¹ "Minimal value" is a value redefined every three years by the General Services Administration (GSA), pursuant to 5 U.S.C. § 7342(a)(5). The current figure can be found on the GSA's website at <https://www.gsa.gov/policy-regulations/policy/personal-property-management-policy/foreign-gifts>.

ANDY OGLES LEGAL EXPENSE TRUST

THIS AGREEMENT, dated the 1st day of October 2024, by and between Congressman Andy Ogles (hereinafter called the "Trustor") and James Appel (hereinafter called the "Trustee") establishes the Andy Ogles Legal Expense Trust ("Trust").

RECITALS

A. The Trustor, who is a Member of the United States House of Representatives, has incurred and will incur expenses, namely legal expenses, in connection with his candidacy for, or election to, federal office; official duties and position in Congress; and/or matters bearing on his reputation or fitness for office.

B. It is the desire of the Trustor to provide a proper means of accepting funds and making expenditures for the sole purpose of defraying the legal costs that have been and will be incurred in connection with investigation(s) of matters pertaining to his official duties and position in Congress, and matters bearing on his reputation or fitness for office, in a manner consistent with and in compliance with the laws of the United States and the State of Tennessee and the Rules of the House of Representatives, including the Code of Official Conduct (Rule XXIII), the House Gift Rule (Rule XXV), and the Legal Expense Fund Regulations ("Regulations") issued by the House Ethics Committee.

NOW, THEREFORE, in accordance with the above-stated purposes, laws, and rules, the parties agree as follows:

1. Trust Property.

The Trustor hereby transfers to the Trustee the sum of \$10, receipt of which is acknowledged by the Trustee. This and all other property, whether real, personal, or mixed, delivered, payable, or contributed to the Andy Ogles Legal Expense Trust shall be held by the Trustee, in trust for the sole and specific purposes and on conditions hereinafter set forth in Paragraph 2 below.

2. Trust Purposes.

The sole and exclusive purpose of this Trust is to provide a proper means for the acceptance of money, property, and services to provide for all reasonable, necessary, and appropriate legal fees or expenses incurred by Trustor, as well as by present and former U.S. House of Representatives staff, related to the matter(s) described in Paragraph B, relating to or arising by virtue of the Trustor's service in or to the United States House of Representatives, and to pay all taxes and such other usual and customary expenses which arise from the existence of this Trust or for which the Trustor may become liable as a result of the establishment of this Trust.

Trustor shall have the sole and absolute right to name and designate an attorney or attorneys (and reach a fee agreement) as he may feel are necessary to provide proper legal representation to him for the above purpose and shall notify the Trustee, in writing, of his choice or choices, as well as the agreed fee arrangement made with each attorney or firm.

Similarly, any present or former U.S. House of Representatives staffer shall also have the sole and absolute right to name and designate an attorney or attorneys (and reach a fee agreement) as s/he may feel are necessary to provide proper legal representation to her/him for the above purposes and shall so notify the Trustee, in writing, of her/his choice or choices, as well as the agreed fee arrangement made with each attorney or firm. No present or former U.S. House of Representatives staff shall choose legal counsel from the same law firm that is representing the Trustor unless both parties execute a written agreement consenting to dual representation consistent with the ABA Model Rules.

- the Trust, without liability for loss or appreciation or diminution in value resulting from such retention so long as in the judgment of the Trustee it is clearly for the best interests of the Trust, that such investments be liquidated, although such investments may not be productive of income or otherwise may not be such as the Trustee would be authorized to make;
- g. At any time, and from time to time, to keep all or any portion of the Trust in liquid form, uninvested, for such time as the Trustee may deem advisable, without liability for any loss of income occasioned by so doing;
 - h. To deposit funds of the Trust in one or more accounts carried by the Trustee, in clearly specified fiduciary capacity, in any one or more banks and/or trust companies whose deposits insured under the provisions of the Federal Deposit Insurance Act as now constituted or as the same may be hereafter amended; and if the Trustee be itself a bank or a trust company, and is otherwise qualified, it may serve as such depository;
 - i. To deposit for safekeeping with any bank or trust company (including the Trustee itself if it is a bank or trust company) any negotiable or non-negotiable securities or other documents constituting assets or records of the Trust;
 - j. To bring and prosecute or to defend actions at law or in equity for the protection of the assets or interest of the Trust or for the protection or enforcement of the provisions of this instrument;
 - k. To employ attorneys, accountants or other persons whose services may be necessary or advisable, in the judgment of the Trustee, to advise or assist him in the discharge of his duties or in the conduct of any business constituting an asset of the Trust; or in the management, maintenance, improvement, preservation or protection of any property of the Trust, or otherwise in the exercise of any powers vested in the Trustee;
 - l. To procure and pay premiums on policies of insurance to protect the Trust or any of the assets thereof, against liability for personal injuries or property damage, or against loss or damage by reason of theft, embezzlement, or other hazards against which such insurance is normally carried in connection with activities or on properties such as those with respect to which the Trustee procures such insurance;
 - m. To exercise in person or by proxy (with or without a power of substitution vested in the proxy) all voting rights incident to the ownership of corporate stock or other securities constituting assets of the Trust and to exercise all the rights and privileges incident to the ownership of such securities, including but not limited to the right to sell, exchange, endorse or otherwise transfer such securities, to consent to (or oppose) reorganizations, consolidations, mergers, or other proposed corporate actions by the issuer of such securities, to exercise or decline to exercise options or purchase additional shares of such securities and to pay all assessments or other expenses necessary (in the judgment of the Trustee) for the protection of such securities or the value thereof; and
 - n. To do any and all other things, not in violation of any other terms of this instrument, which, in the judgment of the Trustee are necessary or appropriate for the proper management, investment, and distribution of the assets of the Trust in accordance with the provisions of his instrument, and in his judgment are for the best interests of the Trust and the Trustor.

The Trustee shall be specifically authorized to exercise any and all powers to manage, maintain, improve, and preserve the Trust, paying reasonable, necessary, and appropriate expenses incurred in soliciting, seeking, or arranging for the acquisition of additional Trust property in accordance with paragraph 1 above. Such reasonable, necessary, and appropriate expenses may include expenses incurred by the Trustor and agents of the Trustor rendering Services to the Trust or to the Trustee in furtherance of the Trustee's exercise of his power; provided, however, that no such expenses incurred by the Trustor or by any agent of the Trustor may be paid by the Trustee unless the Trustee has authorized the expenses in advance and has received documentation of the expenses incurred in a manner or in a form which he deems appropriate and consistent with the purpose, terms, and conditions of the Trust.

In addition to the powers enumerated above, the Trustee shall, subject to applicable law, determine in his sole discretion what is income and what is principal, to allocate to income or principal or apportion

time as he deems appropriate. Within 90 days of the termination of the Trust, any funds, assets, or property of any kind, character, and description, whether the same be principal or income, which may remain in the hands of the Trustee after compliance with this Agreement, shall be distributed by the Trustee, in the sole and absolute discretion of the Trustee, to the contributors of the Trust, pro rata, or subject to written approval by the Committee, donated to one or more organizations described in Section 501(c)(3) of the Internal Revenue Code.

9. Successor Trustees.

In the event that the original, named Trustee herein shall desire at any time to be relieved of his duties herein, said Trustee may resign by written notice to the Trustor, who may appoint a successor Trustee with the same qualifications set forth in paragraph 3 above, and as approved by the Committee as required by paragraph 13 below. The Trustor shall have the same power to appoint a substitute Trustee in the event of the death, incapacity, or failure to act in accordance with the terms of this instrument of any Trustee. In the event of Trustor's inability to act as a result of incapacity or other reasonable cause, the proper legal representative of the Trustor shall have the right and authority to seek the appointment of a substitute Trustee in any court of competent jurisdiction for such purposes in the State of Tennessee.

10. Liability of the Trustee and Bond Requirement.

Neither the Trustee nor any successor trustee shall be required to give bond for faithful and proper performance of the Trustee duties hereunder. The Trustee or any successor trustee may, however, in his, her or its absolute discretion, purchase a bond in such amount as the Trustee or any successor Trustee deems proper and pay the premiums from Trust funds.

11. Trustee's Accounts.

The Trustee shall keep or, in the Trustee's sole and absolute discretion, shall cause others to keep accurate written records and books of account of the Trust property showing the manner in which the Trust property is invested and all receipts, disbursements, and other transactions involving the Trust property. All such records and books of account shall be the property of the Trustee during the duration of the Trust, and they together with the Trust property and all reasonable evidence thereof, plus any accounts, shall not be made available to the Trustor during the Trust term except as otherwise provided herein or as required by applicable law.

12. Situs.

It is the intent and desire of the parties of this instrument that the Trust be considered a Tennessee trust, and its terms shall be construed and shall be administered in accordance with the laws of the State of Tennessee.

13. Invalidity and Amendments.

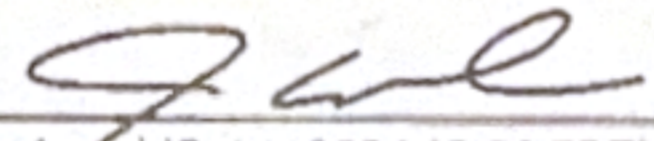
In the event that any provision of this instrument shall be determined or found to be invalid, illegal, unethical, or improper in any manner by the Committee, or any other appropriate authority, the Trustee shall have the right to make such written amendments to this instrument as may be necessary to comply with such determination or finding. Any such provision prohibited by law or unenforceable in any manner shall not affect the remaining provisions of these instruments. In the event that such invalidity cannot be corrected, the Trustee shall terminate the Trust in accordance with paragraph 8 above. No amendment of this Agreement, or successor or substitute Trustee appointment, will be effective without the written approval of the Committee and the filing of the amendment with the Legislative Resource Center.

ANDY OGLES LEGAL EXPENSE TRUST

Trustee Affidavit

In accordance with the Legal Expense Fund Regulations issued by the House Committee on Ethics, effective May 1, 2024, I, James Appel, as a named Trustee of the Andy Ogles Legal Expense Trust (the "Trust"), attest to the following:

- I have had no family, business, or employment connections with the Trustor, Andy Ogles, within two years prior to the establishment of the Trust.
- I do not have any current family, business, or employment relationship with the Trustor, Andy Ogles, and other than administering the Trust, will not while serving as Trustee.
- I have read and understand the provisions of the House Legal Expense Fund Regulations governing the establishment, administration, and termination of a Legal Expense Fund, and consent to administer the Trust in conformity with those regulations and House Rules.



James Appel (Oct 1, 2024 12:28 EDT)

James Appel
Trustee

ANDY OGLES
MEMBER OF CONGRESS
5th DISTRICT, TENNESSEE

COMMITTEE ON FINANCIAL SERVICES
www.ogles.house.gov

Congress of the United States
Washington, DC 20515

October 1, 2024

VIA EMAIL

Chairman Michael Guest
Ranking Member Susan Wild
Committee on Ethics
United States House of Representatives
1015 Longworth House Office Building
Washington, DC 20515

Re: Establishment of the Andy Ogles Legal Expense Trust

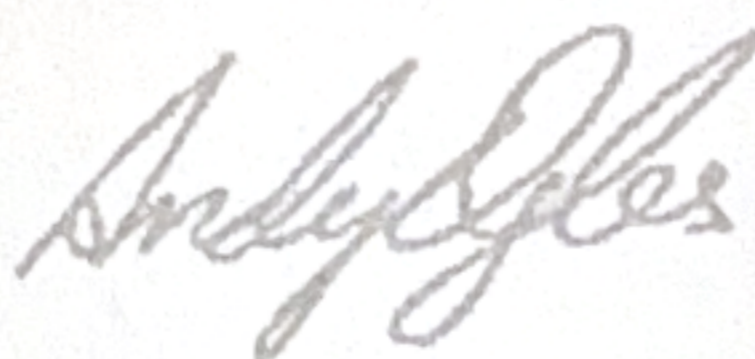
Dear Chairman Guest and Ranking Member Wild:

I am requesting approval for the establishment of the Andy Ogles Legal Expense Trust to assist with legal expenses in connection with investigations into reporting errors in my Federal Election Commission and financial disclosure reports.

A copy of the proposed trust document is attached. The Trustee will be James Appel of GOP Compliance LLC, who may be reached at (202) 510-7545, or by email at james@gopcompliance.com.

I understand that I will be bound by the Committee's Legal Expense Fund Regulations, effective May 1, 2024, and that while the Trustee will oversee the Trust, I bear ultimate responsibility for the proper administration of the Trust.

Sincerely,



Andy Ogles
Member of Congress