

February 5, 2025

Lorielle L. Pankey  
Designated Agency Ethics Official  
Federal Trade Commission  
Office of the General Counsel, H-592  
Org 0721, Mail Stop H-144  
600 Penn. Ave, NW  
Washington, DC 20580

Dear Ms. Pankey:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Commissioner of the Federal Trade Commission. It is my 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), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee, even if uncompensated; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I 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.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my 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), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

## SECTION 2 – KRESSIN MEADOR POWERS LLC

I am a partner of the law firm of Kressin Meador Powers LLC. Upon confirmation, I will withdraw from the partnership, and the firm will change its name to remove “Meador” from the firm name. I currently have a capital account with the firm, and following my withdrawal, the firm will pay into that account partnership distributions to which I was entitled at the time of my departure. This payment will be based solely on the firm’s earnings through the date of my withdrawal from the partnership, and will be fixed before I enter Government service. When I resign from the firm, I also will forfeit my interest in any contingency fee cases. In exchange for relinquishing my interest in any contingency fee cases to the firm, the firm will make a contribution to my capital account, the amount of which will be fixed prior to my entering Government service. The amounts in my capital account will be paid to me by the firm over a period of time following my departure. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the firm to make these payments to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of these payments, I also will not participate personally and substantially in any particular matter involving specific parties in which the firm is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

## SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position with The Heritage Foundation. I also recently resigned my positions with the Fan Fairness Coalition and the John Sherman Foundation. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I also recently ceased providing consulting services to Precision Strategies. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I last provided service to Precision Strategies I will not participate personally and substantially in any particular

matter involving specific parties in which I know Precision Strategies is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 4 – SPOUSE EMPLOYMENT

My spouse is employed by St. Nicholas Academic Community, from which my spouse receives a fixed salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know my spouse's employer is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 5 – PUBLIC POSTING

I have 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.

Sincerely,

A handwritten signature in blue ink that reads "Mark R. Meador". The signature is written in a cursive, flowing style.

Mark Ross Meador