

May 5, 2021

Mr. Joseph B. Maher
Designated Agency Ethics Official
Department of Homeland Security
2707 Martin Luther King, Jr. Avenue, SE
Washington, DC 20528

Dear Mr. Maher:

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, U.S. Customs and Border Protection, U.S. Department of Homeland Security. 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; 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 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 government.

I will not modify this ethics agreement without your 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 – EMPLOYMENT RELATED INTERESTS

Upon confirmation, I will resign from my position with the Tucson Police Department. For a period of one year after my resignation, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the Tucson Police Department. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate personally and substantially in particular matters involving specific parties in which I know the Tucson Police Department is a party or represents a party.

SECTION 3 – OTHER EMPLOYMENT RELATED INTERESTS

I will also continue to participate in the City of Lansing Defined Benefit Plan and the California Public Employees’ Retirement System (CalPERS) Defined Benefit Plan (on behalf of the City of Richmond, California). Because I will continue to participate in these plans. 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 City of Lansing or State of California to provide any associated benefits to me, 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), such as the exemption for participants in state or local pension plans allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.201(c)(2).

Through CalPERS (on behalf of the City of Richmond), I will continue to receive health insurance coverage for life. Therefore, 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 state of California to provide this benefit, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I will continue to receive disability payments from the City of Richmond through December 2024. For as long as these payments continue, 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 City of Richmond to provide these payments, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Upon termination of these payments, I am entitled to receive supplemental monthly reimbursement for health insurance in excess of

CALpers coverage from the City of Richmond for life. Therefore, 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 state of California to provide this benefit, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position with Impact Justice. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know Impact Justice 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 – FAMILY TRUST

I will retain my position as a trustee of my revocable family trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Commissioner. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the family trust, 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).

SECTION 6 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the entities identified in Attachment A.

With regard to each of these entities, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of the entity until I have divested it, 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

I understand that I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets. I understand that I must timely submit my request for a Certificate of Divestiture to allow for adequate time for OGE to process the Certificate of Divestiture, and in order to divest assets within the agreed upon timeframe.

I (including my spouse and dependent children if applicable) will not repurchase any asset I was required to divest without my consultation with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 7 – SPOUSE EMPLOYMENT

My spouse is employed by the Arizona Superior Court in Pima County, part of the Arizona Administrative Office of the Courts, in a position for which he receives a fixed annual salary and a bonus tied to his performance. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for the Arizona Superior Court, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Arizona Superior Court in Pima County is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – 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,



Christopher Magnus

Enclosure: as stated

ATTACHMENT A – ASSETS TO BE DIVESTED

STOCKS

Abbott Laboratories	Delta Air Lines, Inc.
Activision Blizzard, Inc.	Diamondback Energy, Inc.
Aflac, Inc.	Eagle Materials, Inc.
Ajinomoto Co., Inc	Eastman Chemical Co.
Ajinomoto Co., Inc. ADR	Eaton Corp. Plc
Ally Financial, Inc.	EMCOR Group, Inc.
Alphabet, Inc.	Enbridge, Inc.
Amazon.com, Inc.	Equitable Holdings, Inc.
American Express Co.	Evercore, Inc.
American Water Works Co., Inc.	Exxon Mobil Corp.
Ameriprise Financial, Inc.	Fabrinet
Apple, Inc.	Facebook, Inc.
Applied Materials, Inc.	Federal Realty Investment Trust
AstraZeneca PLC	FedEx Corporation
AT&T, Inc.	Fortune Brands Home & Security, Inc.
Athene Holding Ltd	Garmin Ltd.
Automatic Data Processing, Inc.	General Mills, Inc.
AutoZone	Gentex Corp.
Axalta Coating Systems Ltd.	Helen of Troy Ltd.
Baidu	Hillenbrand Industries, Inc.
Bank of America Corp.	Honeywell International, Inc.
BHP Billiton Ltd. ADR	ICON PLC
BlackRock, Inc.	Infosys Ltd ADR
BNP Paribas SA ADR	Intel Corp.
Bristol-Myers Squibb	Intercontinental Exchange, Inc.
Broadcom, Inc.	Interpublic Group of Cos., Inc.
Caterpillar, Inc.	IQVIA Hldgs, Inc.
Celanese Corporation	J2 Global, Inc.
Charles River Laboratories International, Inc.	Jack in the Box, Inc.
Chevron Corp.	Janus Henderson Group Plc
Chubb Ltd.	Johnson & Johnson
Cigna Corp.	Johnson Controls International Plc
Cisco Systems, Inc.	JPMorgan Chase & Co.
Comcast Corp.	Komatsu Ltd
Companhia Paranaense de Energia	Kookmin Bank, Inc.
ConocoPhillips	L3Harris Technologies, Inc.
Constellation Brands, Inc.	Lam Research Corp.
CRH-PLC	Lazard Ltd.
Danaher Corporation	Linde Plc
Darden Restaurants, Inc.	Lockheed Martin Corp.
Deckers Outdoor Corp.	Loreal Co ADR
	M.D.C. Holdings, Inc.

Masonite International Corp.
McDonald's Corp.
Medical Properties Trust, Inc.
Medtronic Plc
Merck & Co., Inc.
Methode Electronics, Inc.
Microsoft Corp.
Morgan Stanley, Inc.
Murata Manufacturing
Nexstar Media Group, Inc.
NextEra Energy, Inc.
NICE Systems, Ltd
Nippon Telegraph & Telephone Corp
Novartis AG ADR
nVent Electric Plc
ONEOK, Inc.
Oshkosh Corp.
Otis Worldwide Corp
PayPal Holdings, Inc.
Pentair Plc
Philip Morris International, Inc.
PJSC Lukoil
Polaris Inc.
PPG Industries, Inc.
Procter & Gamble Co.
Prologis, Inc.
PulteGroup, Inc.
Rio Tinto PLC
Royal Bank of Canada
Science Applications International Corp.
Sensata Technologies Holding PLC
Skyworks Solutions, Inc.
Sony Corp. ADR
Southern Company
Sberbank of Russia ADR
Stanley Black & Decker, Inc.

STERIS Plc
Stora Enso Corporation
Stryker Corp.
Sun Life Financial, Inc.
Synchrony Financial
Sysco Corporation
Taiwan Semiconductor Mfg Co
TC Energy Corp
TDK Corp. ADR
Tencent Holdings Limited ADR
Ternium S.A.
Texas Instruments Incorporated
TFI International, Inc.
The Goldman Sachs Group, Inc.
The Home Depot, Inc.
The Timken Co.
The TJX Cos., Inc.
The Walt Disney Co.
The Williams Cos., Inc.
Tokyo Electron Ltd.
Toyota Motor Corporation
Truist Financial Corp
Tyson Foods, Inc.
UBS Group AG
UFP Industries, Inc.
Union Pacific Corp.
United Dominion Realty Trust, Inc.
UnitedHealth Group, Inc.
Verizon Communications, Inc.
VF Corp.
Volkswagen AG
Walmart, Inc.
Waste Management, Inc.
Wells Fargo & Co.
Williams-Sonoma, Inc.

BONDS

AbbVie, Inc.
Allstate Corp.
Anadarko Petroleum Corp
Anheuser Busch, Inc.
APTIV PLC
AT&T, Inc.
Avery Dennison Corp
Bank of America Corp
Bank of NY Mellon Corp
Biogen, Inc.
Blue Cube Spinco LLC
Brighthouse Fin, Inc.
Bunge Ltd Finance Corp
Centene Corp
Charles Schwab Corp
Charter Comm Oper LLC
Cheniere Energy, Inc
Cimarex Energy Co
Citigroup, Inc.
Citrix Systems, Inc
CNA Financial Corp
Constellation Brands
CSX Corp
CVS Health Corp
Delta Air Lines, Inc.
Diamondback Energy, Inc.
DXC Technology Co
E*TRADE Financial Corp
Equinix, Inc.
FedEx Corp
Freeport McMoRan, Inc.
Globe Life, Inc.
Goldman Sachs Group, Inc.
Harris Corp
Hillenbrand, Inc.
HollyFrontier Corp
Johnson & Johnson
JPMorgan Chase & Co
KB Home

Kraft Foods Group, Inc.
Kroger Co
Las Vegas Sands Corp
Lennar Corp
Loews Corp
Lowe's Cos, Inc.
Meritage Homes Corp
Microsoft Corp
Mohawk Industries, Inc.
Morgan Stanley
Mosaic Co
Murphy Oil USA, Inc.
Nordstrom, Inc.
NRG Energy, Inc.
Olin Corp
Oracle Corp
Popular, Inc.
PulteGroup, Inc.
Radian Group, Inc.
Reliance Steel & Aluminum
Republic Services, Inc
Sabine Pass Liquefaction
SBA Communications Corp
Simon Property Group LP
Synovus Financial Corp
Tapestry, Inc.
TD Ameritrade Hldgs Corp
T-Mobile USA, Inc.
TRI Pointe Group, Inc
United Rentals, Inc.
US Concrete, Inc.
Valero Energy Corp
VeriSign, Inc.
Verizon Comm, Inc.
Walgreens Boots Alliance
Wells Fargo & Co
Welltower, Inc
Western Digital Corp