

August 28, 2025

Monica L. Garcia
Designated Agency Ethics Official
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570

Dear Ms. Garcia:

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 I am confirmed for the position of Member of the National Labor Relations Board. 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.

SM

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 – EMPLOYMENT RELATED INTERESTS

Upon confirmation, I will resign from my position with The Boeing Company (Boeing). I own shares of Boeing common stock and unvested restricted stock units. I do not hold any stock options, or any other equity interest. I understand that, as authorized by Boeing's executive compensation committee, upon my resignation from the company and prior to my assuming the duties of the position of Member, Boeing will accelerate the vesting of my unvested restricted stock units on a pro rata basis, based on the proportion of the vesting period that I was a Chief Labor Counsel of Boeing. I will forfeit any unvested restricted stock unit that is not vested when I assume the duties of the position of Member. Following this acceleration, I will receive vested shares of Boeing common stock. I will divest all my Boeing stock, including the shares I receive when any restricted stock units vest, as soon as practicable but not later than 90 days from date of confirmation. 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 this 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. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after the vesting of the restricted stock units, I will not participate personally and substantially in any particular matter involving specific parties in which Boeing is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

I also anticipate receiving a lump sum performance-based bonus for work performed up to the date of my separation. Boeing will calculate this bonus using an objective formula that is based on my performance and the company's earnings for the bonus period from January 1, 2025, through December 31, 2025. This payment will be pro-rated based on service time and will be paid to me in February or March of 2026. If I am confirmed before the end of the bonus year on December 31, 2025, Boeing will pay me a *pro rata* share of my bonus that covers only the period of calendar year 2025 prior to my resignation. Through December 31, 2025 or for as long as I hold equity in Boeing, 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 Boeing, 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).

SM

I participate in Boeing's Executive Supplemental Savings Plan (SSP). Pursuant to company policy for departing executives, I will receive an initial payment at separation, and I will receive the remaining balance in four annual installments after reaching age 55. Until I have received all payments from Boeing, 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 Boeing, 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. § 2635.502, for as long as I receive these payments, I will not participate personally and substantially in any particular matter involving specific parties in which I know Boeing is a party or represents a party, 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 positions with the following entities:

- Garnet Valley School District
- Council on Labor Law Equality (COLLE)

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).

SECTION 4 – OUTSIDE POSITIONS

I will retain my position as a co-trustee of the Irwin Mayer Revocable Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Board Member. 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 Irwin Mayer Revocable 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 5 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the following entities:

- Amazon.com Inc. (AMZN)
- Netflix Inc. (NFLX)
- Spotify Technology S.A. Com (SPOT)
- Urban Outfitters Inc. (URBN)

SM

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

SECTION 5 – SPOUSE’S EMPLOYMENT

My spouse is employed by Berkadia Proprietary Holding LLC., in a position for which she receives a fixed annual salary, and a bonus tied to her performance. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for Berkadia Proprietary Holding LLC., I will not participate personally and substantially in any particular matter involving specific parties in which I know Berkadia Proprietary Holding LLC, 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 – 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,



Scott Mayer