

CONTROLLED
CONTAINS CUI

February 19, 2019

Eric J. Broxmeyer
General Counsel
Designated Agency Ethics Official
800 N. Capitol Street NW, Suite 565
Washington, DC 20002

Dear Mr. Broxmeyer:

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 Member, Privacy and Civil Liberties Oversight Board.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I am partner at Cooley LLP. 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 Cooley LLP, 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). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a 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).

I am an uncompensated board member of the Center for Democracy and Technology. 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, 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 am a consultant to the Gerson Lehrman Group. 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 organization, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a client of mine is a party or

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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).

I was a partner at Boies Schiller Flexner LLP until December 2018. For a period of one year after my resignation from Boies Schiller Flexner LLP, I will not participate personally and substantially in any particular matter involving specific parties in which I know this firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). 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).

In April 2019, I will receive an outstanding payment to my Boies Schiller Flexner LLP 401K in the same amount that was deducted from my last paycheck from that firm in December 2018. Until I have received this payment, 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 Boies Schiller Flexner LLP to make these payments to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

I am a Privacy Shield Annex I Arbitrator with the International Center for Dispute Resolution (ICDR) a division of the American Arbitration Association (AAA). If confirmed, I will resign from my position with the ICDR. For a period of one year after my resignation from ICDR, I will not participate personally and substantially in any particular matter involving specific parties in which I know that ICDR or AAA is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my unpaid position as an uncompensated affiliate of the Institute for Innovation Law at University of California Hastings College of Law. For as long as I retain these positions, I will not participate personally and substantially in any particular matter involving specific parties in which I know either 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 was an uncompensated affiliate of the Berkman-Klein Center for Internet and Society at Harvard University until August 2018. For a period of one year after my resignation from the Berkman-Klein Center for Internet and Society at Harvard University, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Berkman-Klein Center for Internet and Society at Harvard University is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my unpaid position as a member of the advisory board of MLex. 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 MLex, 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).

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My spouse is employed by The School of Engineering and Applied Science at The George Washington University (GW SEAS), in a position for which she receives a fixed annual salary. For as long as my spouse continues to work for GW SEAS, I will not participate personally and substantially in any particular matter involving specific parties in which I know George Washington University is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will meet in person with you during the first week of my service in the position of Member in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I have 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.

Sincerely,



Travis LeBlanc