February 9, 2023

Mr. Peter J. Constantine
Alternate Designated Agency Ethics Official
U.S. Department of Labor
200 Constitution Ave., NW, Rm. N2700
Washington, DC 20210

Dear Mr. Constantine:

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 Assistant Secretary for Employment and Training of the U.S. Department of Labor. 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 – JOSE JAVIER RODRIGUEZ, P.A.

I am the owner of my law firm, Jose Javier Rodriguez, P.A. Upon confirmation, my law firm will cease engaging in any business, including the representation of clients. During my appointment to the position of Assistant Secretary, the law firm will remain dormant and will not advertise. I will not perform any services for the firm, except that I will comply with any requirements involving legal filings, taxes and fees that are necessary to maintain the law firm while it is in an inactive status. As Assistant Secretary, 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 Jose Javier Rodriguez, P.A. All amounts owed to me by any of my clients other than the contingency fee cases discussed in Section 4 will be fixed before I assume the duties of the position of Assistant Secretary, and 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 any of these clients to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 – SUGARMAN & SUSSKIND, P.A.

Upon confirmation, I will resign from my positions with Sugarman & Susskind, P.A. 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 Sugarman & Susskind, P.A., 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 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 4 – CONTINGENCY FEE CASES

I referred a contingency fee case to the law firms of Sugarman & Susskind, P.A., and First Law Strategy Group, LLC, that resulted in the filing of a civil action. I am not trying this case, I am not an attorney of record for this case, and I will not provide representational services in connection with this case during my appointment to the position of Assistant Secretary. Upon confirmation, I will retain an interest in any future recovery and will receive a payment for the case based upon a maximum set percentage as set forth in my contingency fee agreement with the firms. 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 Sugarman & Susskind, P.A., First Law Strategy Group, LLC, or any other counsel for the plaintiff in this case, the client involved in this case, or any of the opposing parties in this case to make any payments related to the case, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1). In addition, until any amounts owed by Sugarman & Susskind, P.A., and First Law Strategy Group, LLC, have been paid, I also will not participate personally and substantially in any particular matter involving specific parties in which I know either firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). An agency ethics official informed me that the Department of Justice has reviewed this case and has determined that at this time the United States is not a party to the case and does not have a direct and substantial interest in the case.

I also referred a contingency fee case to the law firm of Tache, Bronis and Descalzo, P.A., that resulted in the filing of a civil action. I am not trying this case, I am not an attorney of record for this case, and I will not provide representational services in connection with this case during my appointment to the position of Assistant Secretary. Upon confirmation, I will retain an interest in any future recovery and will receive a payment for the case based upon a maximum set percentage as set forth in my contingency fee agreement with the firm. 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 Tache, Bronis and Descalzo, P.A., or any other counsel for the plaintiff in this case, any of the clients involved in this case, or any of the opposing parties in this case to make any payments related to the case, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1). In addition, until any amounts owed by Tache, Bronis, and Descalzo, P.A., have been paid, I also will not participate personally and substantially in any particular matter involving specific parties in which I know the firm is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). An agency ethics official informed me that the Department of Justice has reviewed this case and has determined that at this time the United States is not a party to the case and does not have a direct and substantial interest in the case.

I referred two other contingency fee cases to the following law firms that resulted, or will result, in the filing of two civil actions: McPharlin Law; and The Quackenbush Law Firm. I am not trying either of these cases, I am not an attorney of record for either of these cases, and I will not provide representational services in connection with either of these cases during my appointment to the position of Assistant Secretary. Upon confirmation, I will retain an interest in any future recovery and will receive a payment in any such case based upon a maximum set percentage as set forth in my contingency fee agreements with each firm. 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 either of these firms, or any other counsel for the plaintiff in these cases, any of the clients involved in these cases, or any of the opposing parties in these cases to make any payments related to the cases, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1). In addition, until any amounts owed by any of these firms have been paid, I also will not participate personally and substantially in any particular matter involving specific parties in which I know any of these firms 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 – OTHER RESIGNATIONS

I ended my position with the University of Florida Levin College of Law in August of 2022. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the University of Florida, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – SPOUSE EMPLOYMENT

My spouse is the sole owner of Sonia LLC, an environmental consulting business. 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 Sonia LLC, 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, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – DIVESTITURES

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

- Chargepoint Holdings Inc
- Costco Wholesale Corpoation
- Gamestop Corporation
- Contextlogic Inc.

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 8 – DE MINIMIS SECTOR FUNDS

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.201(b) with regard to any of my financial interests in sector mutual funds, I will monitor the value of those interests. If the aggregate value of my interests in sector mutual funds that concentrate in any one sector exceeds $50,000, 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 any holdings of the funds that are in the specific sector in which the funds concentrate, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

SECTION 9 – 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,

Jose Javier Rodriguez