June 14, 2022

Ms. Michele Bouziane
Alternate Designated Agency Ethics Official
Chemical Safety and Hazard Investigation Board
1750 Pennsylvania Avenue, NW, Suite 910
Washington, DC 20006

Dear Ms. Bouziane:

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 of the Chemical Safety and Hazard Investigation 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; 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 – SANTA CLARA UNIVERSITY

I am currently teaching one summer 2022 course and plan to teach two courses in the fall of 2022 at Santa Clara University School of Law. I will continue teaching these courses whether I am confirmed before or after the end of the semester, but I will not teach the fall 2022 courses if I am confirmed before the fall 2022 semester begins. The University is currently scheduled to pay me for teaching these courses. If I begin my government service before the completion of the courses, I will accept compensation only for services rendered before I assume the duties of the position of Member, and I will promptly repay any portion that covers the period after I have assumed the duties of the position of Member. Once I conclude the work associated with teaching the classes discussed above, I will take an unpaid leave of absence for the remainder of my Federal service from the following positions at Santa Clara University School of Law:

- Professor
- Director, Insurance Law Institute at SCU Law
- Director, Broadband & Infrastructure Institute of California at SCU Law
- Co-Director, SCU Law High-Tech Law Institute

In September 2022 following the conclusion of my work associated with the SCU Law Summer Law Program at Oxford University, I will resign from my positions as Director, Tutor, and Lecturer. 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 Santa Clara University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

As Director of the Insurance Law Institute, I previously ended my position as Pro Bono Co-Counsel in PG&E's federal criminal probation case in federal district court representing PG&E ratepayers as Amici in January 2022. For a period of one year after this position ended, I will not participate personally and substantially in any particular matter involving specific parties in which I know any client I represented 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– CATHERINE SANDOVAL ADVISORY

I have performed consulting work as a sole proprietor, doing business under the name Catherine Sandoval Advisory. I have not formed a legal entity for this purpose. During my appointment to the position of Member, I will not perform consulting work. Any amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Member, 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, 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 4 – INTELLECTUAL PROPERTY

I expect to receive royalties from Aspen Publishing for sales of the casebook I co-authored, *Communications Law in the Public Interest.* 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 Aspen Publishing 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

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

As soon as practicable but not later than 90 days after my confirmation, I will divest my interest in Honeywell. 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 divestiture 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 consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 7 – SPOUSE EMPLOYMENT

My spouse is employed by Comerica Bank, in a position for which he receives a fixed annual salary and a bonus, at least part of which is tied to the company's performance. For as long as my spouse continues to work for Comerica Bank, 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 Comerica Bank, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

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,

Catherine J.K. Sandoval

Catherine Sandoval