July 23, 2021

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 Employee Benefits Security 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 – COHEN, WEISS AND SIMON LLP

Upon confirmation, I will withdraw from the partnership of Cohen, Weiss and Simon, LLP (the firm). I currently have a capital account with the firm, and I will receive a refund of that account after my resignation. In addition, pursuant to the firm's Partnership Agreement for Equity Partners, I will receive a *pro rata* partnership share based on the value of my partnership interests for services performed in 2021 through the date of my withdrawal. This payment will be based solely on the firm's earnings through the date of my withdrawal from the partnership. 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 firm, to pay either of 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 a period of one year after my resignation, 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). 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 3 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my positions with the following entities:

- American Bar Association Labor and Employment Section and Employee Benefits Committee
- American Bar Association/ BNA Bloomberg Employee Benefit Treatise

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 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).

SECTION 4 – DIVESTITURES

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

SECTION 5 – 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 6 – SPOUSE EMPLOYMENT

Subsequent to filing my financial disclosure report, my spouse became an employee of ICON Information Consultants (ICON), in a position for which he receives a fixed hourly salary. 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 my spouse's employer or any 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 – 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,

Lisa Gomez

Attachment A

Abbott Laboratories (ABT)
Activision Blizzard, Inc. (ATVI)
Adobe, Inc. (ADBE)
Advanced Micro Devices, Inc. (AMD)
Airbnb, Inc. (ABNB)
Alibaba Group Holding Limited (BABA)
Alphabet, Inc. (GOOGL)
Amazon.com, Inc. (AMZN)
American Electric Power Co., Inc. (AEP)
American Tower Corporation (REIT) (AMT)
American Water Works Co., Inc. (AWK)
Anthem, Inc. (ANTM)
Apple, Inc. (AAPL)
Atlassian Corporation Plc (TEAM)
Ball Corporation (BLL)
BlackRock, Inc. (BLK)
The Blackstone Group Inc. (BX)
Boeing Co (BA)
Broadcom, Inc. (AVGO)
C3.ai, Inc. (AI)
Canopy Growth Corporation (CGC)
Capital One Financial Corporation (COF)
Centene Corporation (CNC)
Chevron Corporation (CVX)
Chubb Limited (CB)
Cigna Corp. (CI)
Cisco Systems, Inc. (CSCO)
Citigroup Inc. (C)
Comcast Corporation (CMCSA)
Constellation Brands, Inc. (STZ)
Costco Wholesale Corp. (COST)
CrowdStrike Holdings, Inc. (CRWD)
Crown Castle International Corp. (CCI)
Curtiss-Wright Corp. (CW)
CyberArk Software Ltd. (CYBR)
CyrusOne, Inc. (CONE)
D.R. Horton, Inc. (DHI)
Danaher Corp. (DHR)
DexCom, Inc. (DXCM)
DocuSign, Inc. (DOCU)
Enphase Energy, Inc. (ENPH)
Equinix, Inc. (REIT) (EQIX)
EXACT Sciences Corp. (EXAS)
Facebook, Inc. (FB)

Fiserv, Inc. (FISV)
Garmin Ltd. (GRMN)
GW Pharmaceuticals PLC
Hess Corp. (HES)
Hilton Worldwide Holdings, Inc. (HLT)
The Home Depot, Inc. (HD)
Honeywell International, Inc. (HON)
IDEXX Laboratories, Inc. (IDXX)
Incyte Corporation (INCY)
Intuitive Surgical, Inc. (ISRG)
JPMorgan Chase & Co. (JPM)
KKR & Co., Inc. (KKR)
Lockheed Martin Corp. (LMT)
Marvell Technology Group Ltd. (MRVL)
Mastercard Incorporated (MA)
McDonald's Corp. (MCD)
Merck & Co., Inc. (MRK)
Microchip Technology, Inc. (MCHP)
Microsoft Corp. (MSFT)
Moderna, Inc. (MRNA)
Netflix, Inc. (NFLX)
Nevro Corp. (NVRO)
NextEra Energy, Inc. (NEE)
Northrop Grumman Corp. (NOC)
NVIDIA Corp. (NVDA)
Palo Alto Networks, Inc. (PANW)
Parker-Hannifin Corp. (PH)
PayPal Holdings, Inc. (PYPL)
PepsiCo, Inc. (PEP)
Plug Power, Inc. (PLUG)
Prologis, Inc. (PLD)
Pure Storage, Inc. (PSTG)
Raytheon Technologies Corporation (RTX)
Ross Stores, Inc. (ROST)
salesforce.com, inc. (CRM)
ServiceNow, Inc. (NOW)
The Southern Company (SO)
Splunk, Inc. (SPLK)
Square, Inc. (SQ)
SVB Financial Group (SIVB)
Take-Two Interactive Software, Inc. (TTWO)
Team, Inc. (TISI)
Thermo Fisher Scientific, Inc. (TMO)
Truist Financial Corporation (TFC)
Twilio, Inc. (TWLO)
Uber Technologies, Inc. (UBER)

Union Pacific Corp. (UNP)
Verizon Communications, Inc. (VZ)
Visa, Inc. (V)
VMware, Inc. (VMW)
Walmart, Inc. (WMT)
The Walt Disney Co. (DIS)
Waste Management, Inc. (WM)
Workday, Inc. (WDAY)
Xilinx, Inc. (XLNX)
Zendesk, Inc. (ZEN)
Zoetis, Inc. (ZTS)
Zscaler, Inc. (ZS)