

June 30, 2017

Lori W. Ketcham
Associate General Counsel, Ethics
Designated Agency Ethics Official
National Labor Relations Board
1015 Half Street S.E.
Washington, D.C. 20570

Dear Ms. Ketcham:

The purpose of this letter is to describe the steps I will take to avoid any actual or apparent conflict of interest if I am confirmed as a Board Member of the National Labor Relations 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.

Upon confirmation, I will resign from my position with the law firm of Little Mendelson PC. I currently have a capital account with the firm, and I will receive a refund of that account within 3 years of my resignation. Additionally, when I resign from the firm, a fixed amount will be established to cover any funds owed to me under the firm's salary hold back policy. This fixed payment will cover compensation earned, but withheld, prior to my confirmation. I will receive that fixed amount in early 2018. Until I receive the refund of my capital account and the fixed hold back 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 the firm to pay these obligations, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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).

I was previously employed by the Jones Day law firm. I am a participant in Jones Day's Qualified Defined Benefit Plan. Because I will continue to participate in this plan, 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 Jones Day to provide

this contractual benefit to me, unless I first obtain a written waiver under 18 USC 208(b)(1), or qualify for a regulatory exemption under 18 USC 208(b)(2).

Upon confirmation, I will resign from my position with the Wine and Food Society of Southern California, Inc. 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 Wine and Food Society of Southern California, Inc. 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 position as a trustee of the Emanuel Family 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 Emanuel Family 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).

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 exemption at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I understand that as an appointee I am required to sign the Ethics Pledge (Executive Order No. 13770) and that I will be bound by the requirements and restrictions therein, in addition to the commitments I have made in this and any other ethics agreement.

I will meet in person with you during the first week of my service in the position of Board 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.

Finally, 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,


William Emanuel