

September 29, 2017

Mary Boyle  
Designated Agency Ethics Official  
Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814

Dear Ms. Boyle:

The purpose of this letter is to describe the steps I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Commissioner of the U.S. Consumer Product Safety Commission ("CPSC").

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 as a partner with the law firm of Jones Day. I currently have a capital account with the firm, and I will receive a refund of that account within 30 days of my resignation. However, the firm may withhold a portion of my capital account as a reserve for account reconciliations and tax payments the firm makes on behalf of its partners. Pursuant to the Jones Day Partnership Agreement, I also will receive a *pro rata* partnership share based on services I performed in 2017 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, and I will receive this payment within 30 days of my resignation. Until I have received all payments from Jones Day, 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 make these payments, 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 Jones Day 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).

Upon confirmation, I will resign from my position on the Board of Trustees of 33 Brimmer Street Condominium Trust. For as long as I have an interest in the 33 Brimmer Street Condominium Trust, 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 33 Brimmer Street Condominium 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).

I understand that as a Commissioner of CPSC, I am subject to the requirements and restrictions of section 4(c) of the Consumer Product Safety Act, 15 U.S.C. § 2053(c).

My spouse is currently a partner with the law firm of White and Williams. For as long as my spouse continues to work for White and Williams, 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 firm, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). 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 pursuant to 5 C.F.R. § 2635.502(d). In addition, for the duration of my appointment to the position of Commissioner, my spouse has agreed not to communicate with the U.S. Consumer Product Safety Commission on behalf of his employer or any client.

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 will meet in person with you during the first week of my service in the position of Commissioner of CPSC in order to complete the initial ethics training 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 understand that as an appointee I will be required to sign the Ethics Pledge (Exec. 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 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,



Dana Baiocco