

March 17, 2025

Randall J. Hall
Associate General Counsel for Ethics
Designated Agency Ethics Official
U.S. Department of Health and Human Services
Room 710-E, Hubert H. Humphrey Building
200 Independence Avenue SW
Washington, DC 20201

Dear Mr. Hall:

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 General Counsel of the U.S. Department of Health and Human Services. It is my responsibility to understand and comply with the 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, even if uncompensated; 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), or obligations of the United States.

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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 will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – VANDALIA LAW, PLLC

I am the sole member of my law firm, which does business as Vandalia Law, PLLC, an S corporation that I formed. Upon confirmation, I will cease providing services to my clients, and I will refer them to Spilman, Thomas & Battle, PLLC, for any ongoing legal matters. I will complete the referral before I assume the duties of the position of General Counsel, and I will receive a referral fee of 10% of realized fees for the transferred clients before I enter government service. Upon confirmation, my law firm will cease engaging in any business, including the representation of clients. During my appointment to the position of General Counsel, 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 court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the law firm while it is in an inactive status. As General Counsel, 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 Vandalia Law, PLLC. 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 – DINSMORE & SHOHL, LLP

I resigned from my position with the law firm of Dinsmore & Shohl, LLP, in June 2024. 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 this 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 4 – STATE OF WEST VIRGINIA

Upon confirmation, I will resign from my positions with the West Virginia Legislature. For a period of one year after my resignation, I will have a “covered relationship” under the

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impartiality regulation at 5 C.F.R. § 2635.502 with the State of West Virginia. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate personally and substantially in particular matters involving specific parties in which I know the State of West Virginia is a party or represents a party. Until such an authorization is granted, I will recuse pursuant to the impartiality regulation at 5 C.F.R. § 2635.502 for a period of one year after my resignation.

SECTION 5 – WEST VIRGINIA DEPARTMENT OF COMMERCE

My spouse is employed by the West Virginia Department of Commerce, from which my spouse receives a fixed salary. For as long as my spouse continues to work for the West Virginia Department of Commerce, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse's compensation or employment with their employer, 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 my spouse's employer 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 – MIKE FOR WV COMMITTEE

I have an active campaign account, Mike for WV Committee. Upon confirmation for the position of General Counsel, Mike for WV Committee will become dormant. During my tenure as General Counsel, any funds associated with this entity will be used only for expenditures related to maintaining it. During my tenure as General Counsel, the campaign committee will not accept or receive any funds. I hold a promissory note from Mike for WV Committee. For as long as I hold this note, 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 Mike for WV Committee to repay this note, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 7 – DIVESTITURES

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

- AbbVie, Inc.
- Adaptive Biotechnologies Corporation
- Advanced Micro Devices, Inc.
- Amazon.com, Inc.
- Apple, Inc.
- Axsome Therapeutics, Inc.
- Benchmark Electronics, Inc.
- BWX Technologies, Inc.
- Cadre Holdings, Inc.

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- Carnival Corporation
- Caterpillar, Inc.
- Cheniere Energy, Inc.
- Chipotle Mexican Grill, Inc.
- Cisco Systems, Inc.
- Cloudflare, Inc.
- Commvault Systems, Inc.
- Credo Technology Group Holding Limited
- CrowdStrike Holdings, Inc.
- Devon Energy Corporation
- GE HealthCare Technologies, Inc.
- GE Vernova, Inc.
- Honeywell International, Inc
- Intel Corporation
- iPower, Inc.
- Leidos Holdings, Inc.
- McDonald's Corporation
- Meta Platforms, Inc.
- Microsoft Corporation
- Norwegian Cruise Line Holdings Limited
- NVIDIA Corporation
- Palantir Technologies, Inc.
- Precipio, Inc.
- QUALCOMM, Inc.
- Quantum Computing, Inc.
- RadNet, Inc.
- Royal Caribbean Cruises Limited
- RTX Corporation
- Rubrik, Inc.
- Spotify Technology, SA
- Viking Holdings Limited
- Walt Disney Company

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

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invested in non-conflicting assets. I understand that I must 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 minor children if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and OGE.

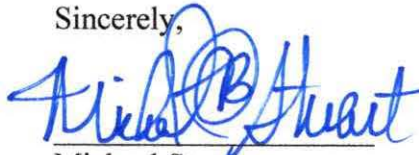
SECTION 8 – OTHER COMMITMENTS

In order to avoid potential conflicts of interest during my appointment as General Counsel, I (including my spouse and minor children, if applicable) will not acquire any direct financial interest in entities listed on the Food and Drug Administration's prohibited holdings list or in entities involved, directly or through subsidiaries, in the following industries or businesses: (1) research, development, manufacture, distribution, processing, storage, or sale of pharmaceutical, biotechnology, or medical devices, equipment, preparations, treatments, or products; (2) veterinary products or cosmetics; (3) healthcare management or delivery; (4) food and/or beverage production, processing, storage, or distribution; (5) manufacture, marketing, sale and distribution of tobacco products; (6) health, disability, or workers compensation insurance or related services; (7) communications media; (8) computer hardware, computer software, and related internet technologies; (9) wireless communications; (10) social sciences and economic research organizations; (11) energy or utilities; or (12) commercial airlines, railroads, ship lines, and cargo carriers. In addition, I (including my spouse and minor children, if applicable) will not acquire any interests in any sector mutual fund or sector exchange-traded fund that concentrates its investments the Food and Drug Administration's prohibited holdings list, in any of the aforementioned industries or businesses, in a single country other than the United States, or in bonds of a single State within the United States.

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 OGE with ethics agreements of other presidential nominees who file public financial disclosure reports.

Sincerely,



Michael Stuart