

Mr. James Payne  
Designated Agency Ethics Official and  
Deputy General Counsel for Environmental Media and  
Regional Law Offices  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

Dear Mr. Payne:

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 Administrator, Office of Land and Emergency Management, for the U.S. Environmental Protection Agency. 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), or obligations of the United States.

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 must continue to abide by the Ethics Pledge (Exec. Order No.13989 ) that I previously signed and that I will continue to 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, states and local governments.

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 – LEAVE OF ABSENCE

In April 2021, I took an unpaid leave of absence from my position as Professor of Law at the Howard University School of Law. Upon confirmation, I will remain on an unpaid leave of absence from my position as a Professor at Howard University School of Law. 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 Howard University School of Law, 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).

## SECTION 3 – RESIGNATIONS

Upon confirmation, I will cancel my contract with BARBRI to present lectures for bar review classes. 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 BARBRI is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

In January 2021, I resigned from my board positions with the Environmental Law Institute and the Natural Resources Defense Council. 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 entity 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 previously provided contractor services to the National Legal Aide Defenders Association and iLaw/BarBri Legal Ed. Pursuant to the impartiality regulation at 5

C.F.R. § 2635.502, for a period of one year after I last provided services, I will not participate personally and substantially in any particular matter involving specific parties in which I know these entities are a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

#### SECTION 4 – BOOK CONTRACT

Before learning of my consideration for a possible nomination to a position at the U.S. Environmental Protection Agency, I contracted with Cambridge University Press for a book titled, “*Analysis of Supreme Court Regarding Race / Race, Social Dominance, and the Supreme Court*” that I am currently writing. Under the terms of the contract, Cambridge University Press will not pay me an advance, but they will pay me royalties from sales of the book. I understand that I may continue to work on this, but I may not perform any other services for compensation during my appointment to the position of Assistant Administrator, Office of Land and Emergency Management, if the Senate confirms my nomination. 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 Cambridge University Press, 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 – SPOUSE EMPLOYMENT

My spouse is employed by Anthem, a health insurance company, in a position for which she receives a fixed annual salary and is eligible for a bonus based on company profits. 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 Anthem, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

#### SECTION 6 – 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,

Waterhouse, Carlton



Digitally signed by  
Waterhouse, Carlton  
Date: 2021.06.23  
11:38:06 -04'00'

Carlton Waterhouse

cc: Justina Fugh, Alternate Designated Agency Ethics Official, US EPA