



Department of Energy

Washington, DC 20585

October 2, 2025

Acting Director
U.S. Office of Government Ethics
250 E Street, SW, Suite 750
Washington DC 20024

Dear Acting Director:

The purpose of this letter is to forward the attached amendment to Mr. Jonathan Brightbill's Ethics Agreement dated April 30, 2025. Mr. Brightbill was confirmed on September 18, 2025, to the position of General Counsel, Department of Energy. Mr. Brightbill explains in his letter dated October 1, 2025, the reason for the amendment is that Winston & Strawn LLP informed him there will be a delay in the lump-sum refund of his cash balance pension plan, which was previously expected to be paid prior to Mr. Brightbill assuming the duties of the position of General Counsel. The lump-sum payment will be fixed at the time of his separation but is now expected to be paid within 90 days of his separation from the firm.

As the Designed Agency Ethics official of the Department of Energy, I have reviewed the updated information contained in the amendment and based upon my review of this and the prior commitments made by Mr. Brightbill in his previously transmitted Ethics Agreement, I continue to believe that Mr. Brightbill is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

**JOCELYN
RICHARDS**

Digitally signed by
JOCELYN RICHARDS
Date: 2025.10.02
09:46:00 -04'00'

Jocelyn Richards
Deputy General Counsel for
General Law

Enclosure

October 1, 2025

Jocelyn Richards
Designated Agency Ethics Official
Department of Energy
1000 Independence Ave SW
Washington, DC 20580

Dear Ms. Richards:

The purpose of this letter is to amend my ethics agreement signed on April 30, 2025.

Specifically, I am amending the section below to reflect new information I received from Winston & Strawn LLP. The firm informed me that there would be a delay in the refund of my cash balance pension plan. This lump-sum payment will be fixed at the time of my separation. I previously indicated Winston & Strawn LLP would pay me before I assume duties of my position of General Counsel. Consequently, I am amending Section 2 of my ethics agreement to read as follows:

SECTION 2 - WINSTON & STRAWN LLP

Upon confirmation, I will resign from my partnership position with Winston & Strawn LLP. Pursuant to my partnership agreement, I will receive a final partnership distribution. This payment will be based solely on my partnership share of the firm's profit through the date of my withdrawal from the partnership and will be paid before I assume the duties of the position of General Counsel. Upon withdrawal from my partnership, I will also receive a refund of my capital account before I assume duties of my position. The firm will withhold an amount for reconciliations and tax payments that the firm makes on behalf of its partners. Any excess amounts withheld by the firm that end up not being used will be refunded to me no later than two years after my departure. Additionally, I will receive a lump-sum refund payment of my cash balance pension plan within 90 days. Until the firm determines if I will receive a tax refund and pays me my cash balance pension plan, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the firm's ability or willingness to pay these payments, 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, until the firm determines if I will receive a refund and I receive any refund, I 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).

Pursuant to the firm's corporate policy, I may receive a performance bonus at the discretion of the firm's compensation committee for a fixed amount. If I am awarded this payment, I will receive it prior to assuming the duties of the position of General Counsel. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which Winston & Strawn LLP is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

I have been advised that this amendment to my ethics agreement 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,



Jonathan Brightbill

April 30, 2025

Jocelyn Richards
Designated Agency Ethics Official
Department of Energy
1000 Independence Ave SW
Washington, DC 20585

Dear Ms. Richards:

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 Energy. 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, 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), 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 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 – WINSTON & STRAWN LLP

Upon confirmation, I will resign from my partnership position with Winston & Strawn LLP. Pursuant to my partnership agreement, I will receive a final partnership distribution. This payment will be based solely on my partnership share of the firm's profit through the date of my withdrawal from the partnership and will be paid before I assume the duties of the position of General Counsel. I will also receive a refund of my capital account and a lump-sum refund payment of my cash balance pension plan before I assume duties of my position. Upon withdrawal from my partnership, the firm will withhold an amount for reconciliations and tax payments that the firm makes on behalf of its partners. Any excess amounts withheld by the firm that end up not being used will be refunded to me no later than two years after my departure. Until the firm determines if I will receive a refund and I receive any refund, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the firm's ability or willingness to pay this refund, 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, until the firm determines if I will receive a refund and I receive any refund, I 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).

Pursuant to the firm's corporate policy, I may receive a performance bonus at the discretion of the firm's compensation committee for a fixed amount. If I am awarded this payment, I will receive it prior to assuming the duties of the position of General Counsel. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years after my receipt of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which Winston & Strawn LLP is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c).

SECTION 3 – RESIGNATIONS

Upon confirmation, I will resign from my position with Georgetown University Law Center. In March of 2025, I resigned from my position with Land Conservation Assistance Network. 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).

SECTION 4 – RETAINED POSITION

I will retain my unpaid position as trustee of the Family Trust #1. I will not at any time receive compensation for services that I perform during my government appointment. 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 Family Trust #1, or the underlying assets of the trusts, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

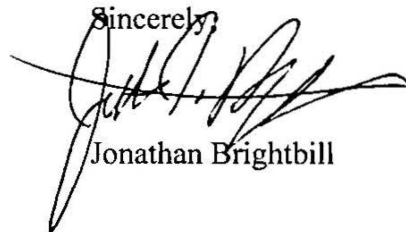
SECTION 5 – DE MINIMIS EXEMPTION FOR SECTOR FUNDS

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 – 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,

A handwritten signature in black ink, appearing to read 'Jonathan Brightbill', with a large, sweeping flourish extending from the bottom left.

Jonathan Brightbill