CAMPAIGN
LEGAL
CENTER

September 25, 2026

T. March Bell
U.S. Department of Health and Human Services
Office of Inspector General
330 Independence Avenue, SW
Washington, DC 20201

Submitted via HHS-OIG Hotline Portal

Dear Inspector General T. March Bell:

Campaign Legal Center ("CLC") writes to request that the Department of Health and Human Services ("HHS") Office of Inspector General ("OIG") investigate whether the Secretary of HHS Robert F. Kennedy Jr. participated in particular matters affecting his and his spouse's financial interests in violation of the criminal conflict of interest law, 18 U.S.C. § 208. According to media reports and public financial disclosure forms, Secretary Kennedy's spouse, Cheryl Hines, holds a consulting contract with MAHA Action, a nonprofit organization dedicated to promoting the Make America Healthy Again ("MAHA") movement.[1,2] If Kennedy participated in a particular matter affecting his spouse's consulting contract while serving as Secretary of HHS, then he may have violated his ethics agreement and the criminal conflict of interest law.

For over 60 years, federal law has prohibited executive branch employees from participating in government actions that conflict with their financial interests. OIG is responsible for investigating criminal and serious misconduct by HHS employees. The evidence suggests that Kennedy blatantly and improperly influenced HHS policymaking while he and his spouse financially benefited from an outside organization promoting those same policies.

The public has a right to know that decisions are being made in the public's best interest and not to benefit a government employee's financial interests. OIG should investigate and determine whether a criminal ethics violation has occurred. In particular, the HHS OIG should

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[1] *See* Ex. A, Robert F. Kennedy Jr. Public Financial Disclosure Report 278e (Aug. 13, 2026); Christina Jewett and Sheryl Gay Stolberg, *Kennedy Drew $4 Million in Book Advances From Publisher Who Also Monetized MAHA*, N.Y. Times (Sept. 23, 2026), https://www.nytimes.com/2026/09/23/us/politics/rfk-jr-book-advances-maha.html.
[2] MAHA Action, https://www.mahaaction.org/.

investigate and determine if Secretary Kennedy violated federal ethics laws by failing to recuse or obtain conflicts of interest waivers prior to his involvement in MAHA Action policy interests.

I. Federal Ethics Law Prohibits a Government Employee's Participation in Particular Matters Affecting Their or Their Spouse's Financial Interests

Pursuant to the federal criminal conflict of interest law 18 U.S.C. § 208, an officer or employee of the executive branch shall not participate "personally and substantially as a Government officer or employee, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a judicial or other proceeding . . . controversy, charge, accusation, arrest, or other particular matter in which, to his knowledge, he, [and] his spouse . . . has a financial interest."[3]

Courts have established that "[t]here are four elements of the crime set out in 18 U.S.C. § 208(a): (1) 'an officer or employee of the executive branch of the United States Government' (2) 'participates personally and substantially as a Government officer or employee' (3) 'in a particular matter' (4) in which he knows he [or] his spouse has a financial interest."[4]

The first element is established simply if the person is an "officer or employee of the executive branch of the United States Government." The remaining three elements of the criminal statute are detailed below.

A. Personal and Substantial Participation

An executive branch employee must participate personally and substantially in the relevant matter to find a violation of 18 U.S.C. § 208(a).[5] The employee is deemed to have participated "personally" in a particular matter if the employee is directly involved.[6] To participate "substantially" means that "the employee's involvement is of significance to the matter."[7] Participation may be substantial even if it is not determinative of the outcome of the particular matter.[8]

The employee must be involved in the matter to have participated. However, participation is not limited to making a final decision. The statute expressly includes participation "through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise."[9]

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[3] 18 U.S.C. § 208(a).
[4] *United States v. Stadd*, 636 F.3d 630, 636 (D.C. Cir. 2011) (quoting 18 U.S.C. § 208(a)).
[5] 18 U.S.C. § 208(a).
[6] 5 C.F.R. § 2640.103(a)(2).
[7] *Id*.
[8] *Id*.
[9] 18 U.S.C. § 208(a).

B. Particular Matter

For the next element of section 208, the statute requires the participation to be in a particular matter, which includes "a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter."[10]

The term "particular matter" means a matter that "involve[s] deliberation, decision, or action" focused on the interests of either: (a) identified parties; or (b) a "discrete and identifiable class of persons, such as a particular industry or profession."[11] This second category is referred to as a "particular matter of general applicability."[12] Particular matters of general applicability "can include legislation and policymaking, as long as it is narrowly focused on a discrete and identifiable class."[13] However, the term does not cover the consideration or adoption of broad policy options directed to the interests of a large and diverse group of persons.[14]

C. Direct and Predictable Effect on a Financial Interest

Finally, 18 U.S.C. § 208(a) applies if the particular matter directly and predictably affects the employee's financial interests. The statute makes clear that spouses' financial interests are directly imputed to executive branch employees.[15]

The phrase "direct and predictable effect" does not appear in the statute, but the executive branch has taken the position that an employee has a financial interest in a particular matter only if the particular matter will affect their financial interest directly and predictably. U.S. Office of Government Ethics ("OGE") regulations provide:

> (i) A particular matter will have a "direct" effect on a financial interest if there is a close causal link between any decision or action to be taken in the matter and any expected effect of the matter on the financial interest. An effect may be direct even though it does not occur immediately . . .
>
> (ii) A particular matter will have a "predictable" effect if there is a real, as opposed to a speculative, possibility that the matter will affect the financial interest. It is

[10] 18 U.S.C. § 208(a).
[11] 5 C.F.R. § 2640.103(a)(1).
[12] 5 C.F.R. § 2640.102(m).
[13] 5 C.F.R. § 2640.103(a)(1).
[14] *Id*.
[15] 18 U.S.C. § 208(a); 5 C.F.R. § 2640.103(c)(1).

not necessary, however, that the magnitude of the gain or loss be known, and the dollar amount of the gain or loss is immaterial.[16]

The phrase "direct and predictable effect" extends to the effect of any part of the particular matter, even a part in which the employee did not participate. The plain language of the statute makes clear that the prohibition applies when the employee or their spouse has a financial interest in the particular matter itself.[17]

An employee has a financial interest if there is a realistic, as opposed to speculative, potential for gain or loss. "Gain or loss need not be probable for the prohibition against official action to apply. All that is required is that there be a real, as opposed to a speculative, possibility of benefit or detriment."[18] A spouse's financial interests are considered to be the employee's own financial interests, and are therefore subject to the same scrutiny as the employee's financial interests.[19]

In sum, section 208 broadly covers executive branch employees who are involved in decision-making related to particular matters where the employee's or their spouse's financial interests could realistically be impacted.

II. Secretary Kennedy's Ethics Agreement Specifically Barred Him from Participating in Particular Matters that Could Affect His Spouse's Financial Interests

In tandem with criminal ethics law 18 U.S.C. § 208(a), Kennedy's ethics agreement explicitly prohibited him from participating in particular matters that could affect the financial interests of his spouse's media production company, Youngster Productions Inc.[20]

SECTION 11 – SPOUSE EMPLOYMENT

My spouse is an actor and director and the sole owner of Youngster Productions Inc, a media production company established to receive payments, including residuals and royalties, from television shows and movies is which she acts and directs. 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 Youngster Productions Inc, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(I).

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[16] *See* 5 C.F.R. § 2640.103(a)(3).
[17] 18 U.S.C. § 208(a) (prohibition applies to a "particular matter" in which an employee or their spouse has "financial interest").
[18] *United States v. Gorman*, 807 F.2d 1299, 1303 (6th Cir. 1986) (citing Off. of Gov't Ethics Op., 83 OGE 1 (Jan. 7, 1983)).
[19] *See* 5 C.F.R. § 2635.402(b)(2).
[20] *See* Ex. B, Robert F. Kennedy, Jr. Amended Ethics Agreement (Feb. 1, 2025).

According to Kennedy's recent financial disclosure report, Youngster Productions Inc. received a $210,000 payment for consulting fees from MAHA Action.[21] This indicates that Kennedy's spouse has a financial interest in this outside organization through her media production company. As Secretary of HHS, Kennedy was therefore expected to recuse from participating in any particular matter, including policymaking, that could have a direct and predictable effect on his spouse's financial interest with MAHA Action.

III. Secretary Kennedy Appears to have Participated in Particular Matters that Affected His Spouse's Financial Interests

Despite criminal ethics laws and his ethics agreement, Secretary Kennedy appears to have participated in particular matters that directly and predictably affected his spouse's financial interests. Specifically, Kennedy personally and substantially participated in policymaking that may have affected Hines's consulting contract with the nonprofit organization MAHA Action. Each element and its application is discussed more fully below.

A. MAHA Action is an Outside Organization Seeking to Influence HHS Policy

MAHA Action is a 501(c)(4) nonprofit organization "driving advocacy and activism for the Make America Healthy Again movement."[22] MAHA Action stems from the Make America Healthy Again campaign that Kennedy and President Trump started during the 2024 presidential campaign.[23] Focal points of the organization include vaccine reform, environmental health, children's health, "overmedicalization," chronic illnesses, food safety, "health freedom," farming reform, fluoride in water, and metabolic, mental, and physical health.[24]

While the MAHA movement has been formally adopted by the White House and HHS,[25] MAHA Action remains an outside organization distinct from the federal government. MAHA Action platforms on its website "MAHA Wins," which showcase recent federal and state actions that correlate with MAHA Action's policy interests.[26] Some examples of featured "wins" on the MAHA Action platform include the September 23, 2025, HHS announcement to award $61 million in supplemental nutrition funding to Head Start programs; the April 23, 2025, directive

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[21] *See* Ex. A at 9.
[22] *Supra* note 2.
[23] *See* Daniel Payne et al., *It's a MAHA World Now*, Politico (Nov. 6, 2024), https://www.politico.com/newsletters/future-pulse/2024/11/06/its-a-maha-world-now-00187574.
[24] *See MAHA Wins: Track the Movement's Progress*, MAHA Action, https://www.mahaaction.org/maha-wins.
[25] *See, e.g.*, Make America Healthy Again, U.S. Department of Health and Human Services, https://www.hhs.gov/maha/index.html; Exec. Order 14212, Establishing the President's Make America Healthy Again Commission (Feb. 18, 2025), https://www.whitehouse.gov/presidential-actions/2025/02/establishing-the-presidents-make-america-healthy-again-commission/.
[26] *See supra* note 24.

by the Indiana Department of Health to assess the health impacts of artificial food dyes; and the August 14, 2025, reinstatement of the HHS Task Force on Safer Childhood Vaccines.[27]

Additionally, MAHA Action maintains an online Substack called the MAHA Report, which includes the byline: "The official publication of MAHA Action Inc., reporting on food safety, scientific research, pharma influence, environmental toxins, and the political movement transforming American health."[28] The MAHA Report is directly accessible through the MAHA Action homepage.[29]

[27] *See supra* note 24.
[28] The MAHA Report, https://www.themahareport.com/.
[29] *See supra* note 2.

B. Secretary Kennedy's Spouse Has a Consulting Contract with MAHA Action

Kennedy's spouse, Cheryl Hines's, financial interest in MAHA Action is clear from public reports. As discussed above, Kennedy and Hines disclosed earning $210,000 in 2025 through her media production company, Youngster Productions Inc.[30] Kennedy reported the earnings as "Consulting fees."[31]

5. Spouse's Employment Assets & Income and Retirement Accounts

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
1	Youngster Productions Inc (Media production)	N/A	$100,001 - $250,000	Salary, residuals, consulting fees	
1.1	Cast & Crew LLC - Film/TV Payroll	No			
1.1.1	""A Bad Moms Christmas", STX Financing, LLC	N/A		Residuals	
1.10	MAHA Action Inc	N/A		Consulting	$210,000

While the full nature of Hines's consulting contract with MAHA Action is unclear, public records show that she is an avid spokesperson for the organization. Hines regularly appears in MAHA Action campaign videos touting the organization's work. For example, on August 7, 2025, Hines appeared in a MAHA Action "Power Meeting" titled "Get the Facts. Take Action. Fix Our Food System."[32] The meeting covered toxic additives, vaccine safety, food stamp reform, and the "bureaucratic stranglehold on public health innovation."[33] In the meeting, Hines thanked the panelists and audience on behalf of her husband for their continued support.[34] She underscored the importance of controlling the public health narrative outside of traditional media, saying "We cannot rely on the news, cable outlets to cover a story or cover the news that's with MAHA in a way that's fair and that is true necessarily."[35] Hines also emphasized the "MAHA spirit" and encouraged audience members to continue to spread MAHA Action's message.[36]

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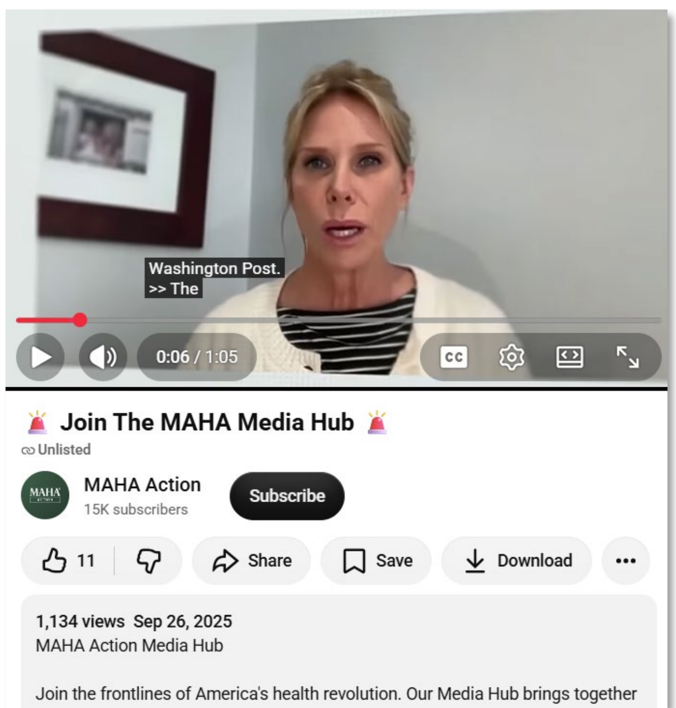
[30] *See* Ex. A at 8-9.
[31] *See id*.
[32] *Inside MAHA's Power Meeting: Senator Rand Paul, Dr. Drew, Russell Brand, Cheryl Hines & More!*, The MAHA Report (Aug. 7, 2025), https://www.themahareport.com/p/inside-mahas-power-meeting-senator?utm_source=publication-search.
[33] *Id*.
[34] *See id*.
[35] *See id*.
[36] *See id*.

Another example of Hines's spokesperson work for MAHA Action is her appearance in a MAHA Action advertisement that aired September 26, 2025.[37] In the advertisement, Hines joins other MAHA Action spokespersons to encourage viewers to "join the frontlines of America's health revolution."[38] This advertisement is prominently displayed on MAHA Action's website to encourage viewers to register for MAHA Action Media Hub sessions.[39]



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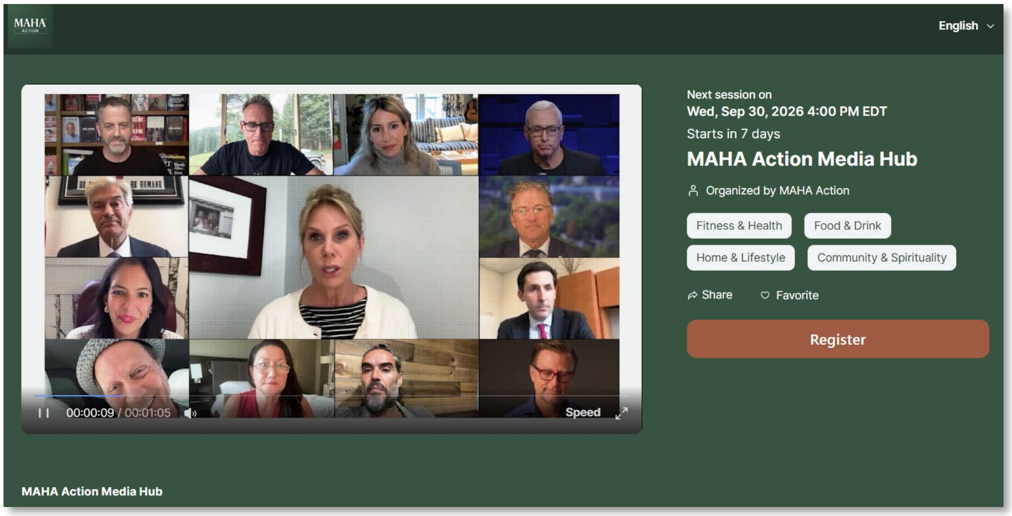
[37] *See* MAHA Action, *Join The MAHA Media Hub* (YouTube, Sept. 26, 2025), https://www.youtube.com/watch?v=yNm4E2c63zs.
[38] *See id*.
[39] *See MAHA Action Media Hub*, MAHA Action https://events.zoom.us/ev/ApIH3cOPzK3OC1nFbSfpYb508k7fjRylR8aA0C7DJQibyx64VWEg~Ai1qEZryF7QOS2QRFso69OOJWj9C1kvud51kCu-2UR_IkSHbZQletJSsYQ.



Perhaps even more significantly, Hines's work with MAHA Action does not appear to have slowed down. While the reported $210,000 consulting fees only covered 2025,[40] Hines's contract with MAHA Action appears to have been extended into 2026.

On June 10, 2026, Hines made an appearance at the MAHA Action Media Hub "to support her husband, [Secretary Kennedy], and to report on the MAHA effect in Washington."[41] Hines said during her appearance that there is a "force field" around Secretary Kennedy and the MAHA movement.[42] She further stated, "Being in Washington, D.C., you can feel the power of MAHA here."[43] A MAHA Report article summarizing the June 10 interview also noted that Hines has become a MAHA advocate and spokesperson, speaking at multiple MAHA Action gatherings and appearing on numerous podcasts and TV shows in recent months.[44]

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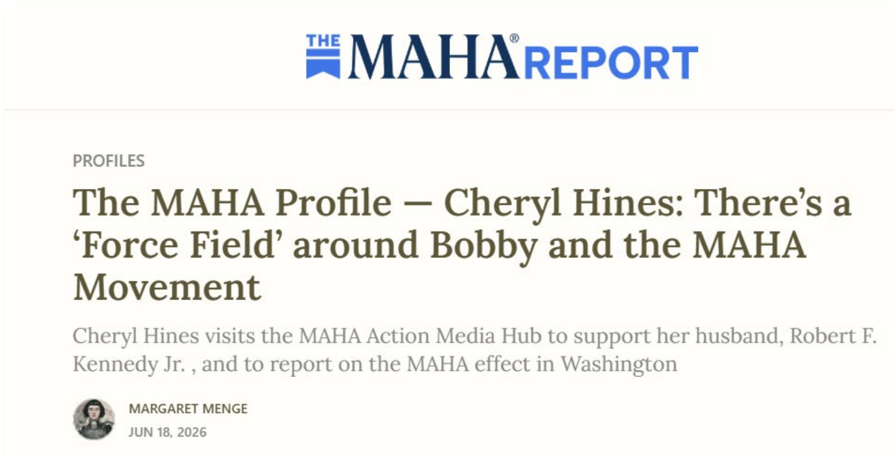
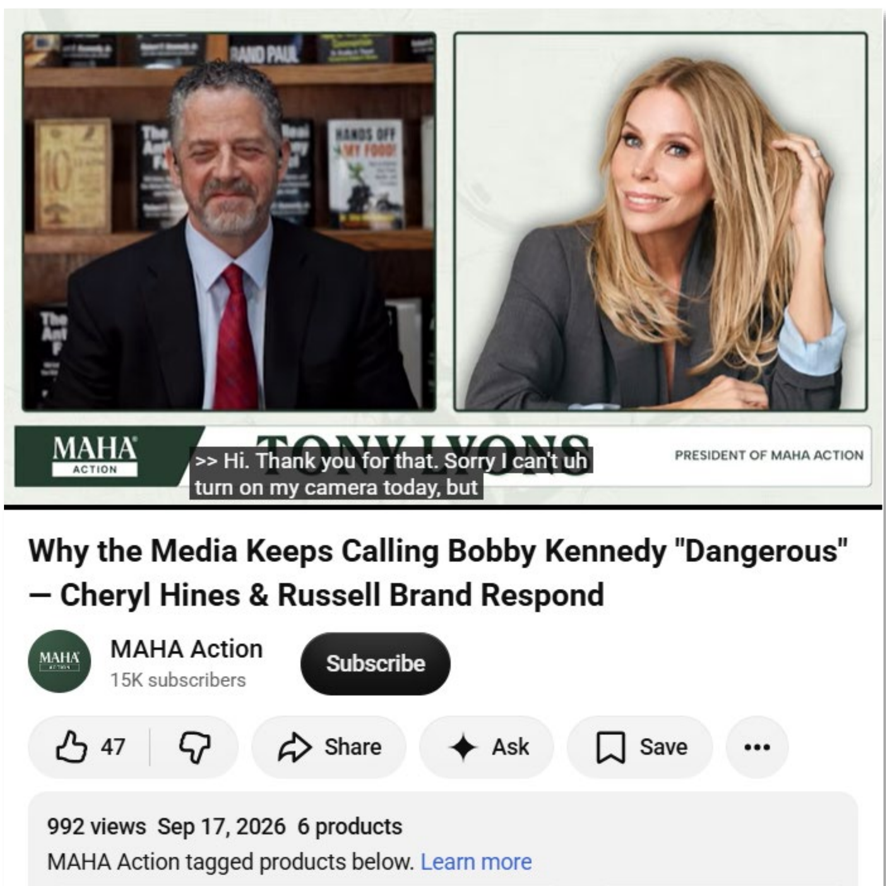
[40] *See* Ex. A at 8-9; *Reporting Periods: Annual Report*, U.S. Off. of Gov't Ethics Public Financial Disclosure Guide, https://www.oge.gov/web/278eGuide.nsf/Definitions#Reporting_Periods:Annual_Report.
[41] Margaret Menge, *The MAHA Profile – Cheryl Hines: There's a 'Force Field' Around Bobby and the MAHA Movement*, The MAHA Report (June 18, 2026), https://www.themahareport.com/p/the-maha-profile-cheryl-hines-theres?utm_source=publication-search.
[42] *See id*.
[43] *Id*.
[44] *See id*.



And as recently as September 17, 2026, Hines appeared in a MAHA Action Media Hub video titled, "Why the Media Keeps Calling Bobby Kennedy 'Dangerous' – Cheryl Hines & Russell Brand Respond."[45]



[45] *See* MAHA Action, *Why the Media Keeps Calling Bobby Kennedy 'Dangerous' — Cheryl Hines & Russell Brand Respond* (YouTube, Sept. 17, 2026), https://www.youtube.com/watch?v=zTp-x5TG7Mc&t=3s.

In this interview with MAHA Action President Tony Lyons, Hines praised her husband's work as Secretary of HHS and pushed back on her husband being labeled "dangerous" by the mainstream media.[46] Hines further stated, "The MAHA movement is empowering people. [Secretary Kennedy] is empowering people to make their own choices about their health[.]"[47]

C. Secretary Kennedy Appears to Have Participated in Particular Matters Affecting His Spouse's Contract with MAHA Action

Secretary Kennedy's involvement in implementing MAHA Action policy interests throughout his tenure as Secretary of HHS may have had a direct and predictable effect on his spouse's contract with MAHA Action. As described above, Kennedy's spouse is a spokesperson for MAHA Action, and much of her promotional work for the organization centers around her relationship with her husband. Kennedy's work implementing MAHA Action policy interests as Secretary of HHS therefore likely had a direct and predictable effect on Hines's continued contract with MAHA Action.

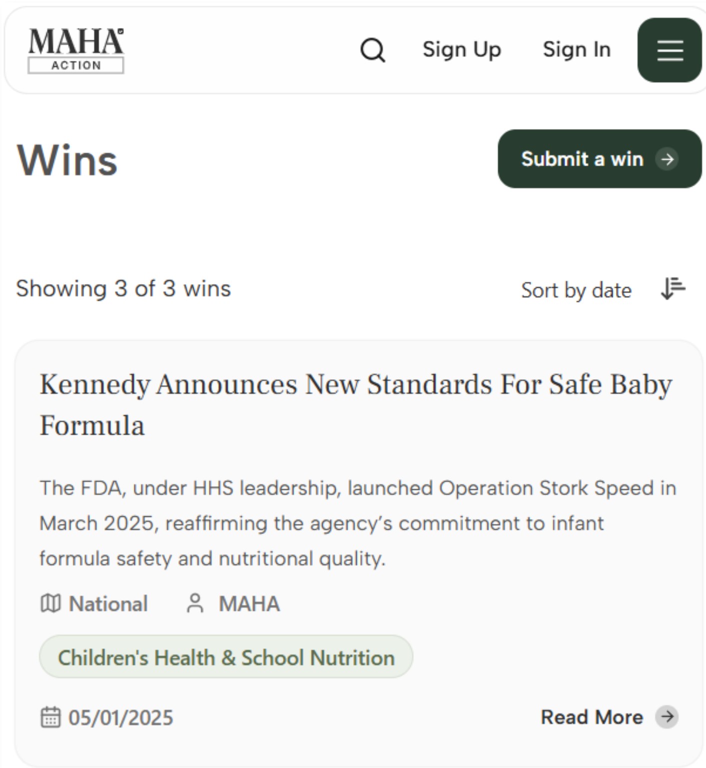
While Kennedy's entanglement with the MAHA movement seems largely interchangeable, there are specific policies and government actions implemented by Secretary Kennedy throughout 2025 that affirmed his personal and substantial participation in these particular matters.

A notable particular matter that Kennedy worked on related to MAHA Action policy interests is the implementation of Operation Stork Speed. On May 13, 2025, HHS announced that the U.S. Food and Drug Administration issued a Request for Information to begin the nutrient review process for infant formula. In statement accompanying the announcement, Secretary Kennedy said,

> Operation Stork Speed brings radical transparency to ingredients in infant formula and puts science front and center. Every child has a fundamental right to a healthy start. We're giving parents the truth and the tools to make that happen. **You can't Make America Healthy Again if we don't fix what nourishes our youngest and most vulnerable Americans**.[48]

[46] *See id*. at 32:30-32:56.
[47] *See id*. at 33:30-33:46.
[48] *HHS, FDA Initiate Comprehensive Review of Nutrients in Infant Formula*, U.S. Dep't of Health and Human Services (May 13, 2025), https://www.hhs.gov/press-room/fda-review-infant-formula-nutrients-operation-stork-speed.html (emphasis added).

This announcement is identified as a "MAHA Win" on MAHA Action's public website and was included in a MAHA Action report recapping the "First 100 days of the First MAHA Administration."[49]



A second particular matter that aligned with MAHA Action's policy interests was Secretary Kennedy's decision to affirm the Centers for Disease Control and Prevention's Advisory Committee on Immunization Practices ("ACIP") recommendation to remove the mercury-based preservative thimerosal from all influenza vaccines distributed in the United States.[50] Secretary Kennedy's signature formally adopted the recommendation into federal health policy.[51] Accompanying the July 23, 2025, announcement, Kennedy stated, "After more than two decades of delay, this action fulfills a long-overdue promise to protect our most vulnerable populations from unnecessary mercury exposure. Injecting any amount of mercury into children when safe, mercury-free alternatives exist defies common sense and public health responsibility. Today, we put safety first."[52]

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[49] *See supra* note 24; The Kennedy Beacon Staff, *MAHA 'Wins': the First 100 Days of the First MAHA Administration*, The MAHA Report (May 1, 2025), https://www.themahareport.com/p/maha-wins-the-first-100-days-of-the.

[50] *HHS Adopts ACIP Recommendation to Remove Thimerosal from All U.S. Influenza Vaccines*, U.S. Dep't of Health and Human Services (July 23, 2025), https://www.hhs.gov/press-room/thimerosal-mercury-removed-from-us-flu-vaccines-acip.html.

[51] *Id*.

[52] *Id*.

In turn, MAHA Action touts Kennedy's adoption of ACIP's recommendation to remove thimerosal from influenza vaccines as a "MAHA Win" on its website.[53] The MAHA Report also published an online article praising Kennedy's decision to end thimerosal's use, as it removes "an on-going threat to the health of the nation."[54]

THE MAHA REPORT

Ending the Great Poisoning Begins with Kennedy Removing Mercury from Vaccines

LOUIS CONTE
JUL 30, 2025

90 27 9 Share

Secretary of Health and Human Services, Robert F. Kennedy Jr., made history last week when he ordered thimerosal, a mercury-based preservative, eliminated from vaccines administered to Americans.

A third example of a particular matter that Kennedy worked on related MAHA Action policy interests is the termination of United States funding for GAVI, the Vaccine Alliance. In a public statement issued via video on June 26, 2025, Kennedy stated, "In its zeal to promote universal vaccination, GAVI, the Vaccine Alliance has neglected the key issue of vaccine safety."[55] Kennedy subsequently withheld $600 million in U.S. funding to GAVI due to concerns of vaccine safety.[56] MAHA Action also identified this decision as a "MAHA Win" on its website and lamented the fact that media coverage of this HHS decision was lacking.[57]

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[53] *See supra* note 24.
[54] *See* Louis Conte, *Ending the Great Poisoning Begins with Kennedy Removing Mercury from Vaccines*, The MAHA Report (July 30, 2025), https://www.themahareport.com/p/ending-the-great-poisoning-begins.
[55] *See* U.S. Dep't of Health and Human Services, *Secretary Kennedy's Message to GAVI* (YouTube, June 26, 2025), https://www.youtube.com/watch?v=7nHT8IvaA4A.
[56] *See* Rachel Oswald, *How RFK Jr. Managed to Block Millions in Global Vaccine Funds*, Foreign Policy (June 17, 2026), https://foreignpolicy.com/2026/06/17/rfk-kennedy-vaccines-gavi-foreign-aid-funding-global-health/.
[57] *See supra* note 24; Adam Garrie, *Kennedy Racks Up Stellar "Wins" … But Where's the Press?*, The MAHA Report (July 16, 2025), https://www.themahareport.com/p/kennedy-racks-up-stellar-wins-but.

THE MAHA® REPORT

OPINION

Kennedy Racks Up Stellar "Wins" ... But Where's the Press?

ADAM GARRIE
JUL 16, 2025

105 30 14 Share

By Adam Garrie, *The MAHA Report*, and Staff

These examples demonstrate Kennedy's personal and substantial participation in particular matters that likely had a direct and predictable effect on his spouse's contract with MAHA Action. By implementing MAHA Action policy interests through official government acts, Secretary Kennedy personally and substantially participated in particular matters that may have aided Hines's consulting contract with MAHA Action. This shows that Kennedy's official actions as Secretary of HHS may have financially benefited himself and his spouse in violation of federal criminal ethics laws.

IV. Conclusion

The foregoing facts establish a possible violation of federal ethics laws. An HHS OIG investigation is needed to determine if Secretary Kennedy's promotion and implementation of MAHA Action policy interests in his role as HHS Secretary had a direct and predictable effect on his spouse's consulting contract with MAHA Action. Such acts could be in violation of 18 U.S.C. § 208(a) and Secretary Kennedy's ethics agreement and therefore demand a wide-ranging factfinding.

Respectfully submitted,

______/s/______________________
Kedric L. Payne
General Counsel, Vice President, and Senior Director, Ethics

______/s/______________________
Margaret Dylus-Yukins
Senior Legal Counsel, Ethics

EXHIBIT A

Report Type: Annual Report
Year (Annual Report only): 2026
Date of Appointment: 02/2025
Date of Termination:
Appointment Type: PAS

Executive Branch Personnel
Public Financial Disclosure Report (OGE Form 278e)

Filer's Information

Kennedy Jr, Robert F

Secretary, Department of Health & Human Services

Report Year: 2026

Other Federal Government Positions Held During the Preceding 12 Months:
None

Electronic Signature - I certify that the statements I have made in this form are true, complete and correct to the best of my knowledge.

/s/ Kennedy Jr, Robert F [electronically signed on 08/13/2026 by Kennedy Jr, Robert F in Integrity.gov] - Filer received a 90 day filing extension.

Agency Ethics Official's Opinion - On the basis of information contained in this report, I conclude that the filer is in compliance with applicable laws and regulations (subject to any comments below).

/s/ Weaver, Gretchen H, Certifying Official [electronically signed on 09/17/2026 by Weaver, Gretchen H in Integrity.gov]

Other review conducted by

/s/ Hancock, Glenn R, Ethics Official [electronically signed on 09/10/2026 by Hancock, Glenn R in Integrity.gov]

U.S. Office of Government Ethics Certification

Data Revised 09/15/2026

Data Revised 09/14/2026

Data Revised 09/10/2026

Data Revised 09/09/2026

Comments of Reviewing Officials (public annotations):

PART	#	REFERENCE	COMMENT
N/A	N/A	General	(09/10/2026, Hancock, Glenn R): Filer sold on 4/1/2025 the following holdings whose sales proceeds were below the reporting thresholds, and are not listed on Part 7: 1. Park Holdings Group LLC - Equity Investments (Family Trust #1); 2. Park Holdings Group LLC - Private Equity Investments (Family Trust #1); 3. Park Holdings Group LLC - Equity Investments (Family Trust #3); 4. Park Financial Holdings LLC - Hedge Fund (Family Trust #3); 5. Park Holdings Group LLC - Fixed Income Investments (Family Trust #3); 6. Vanguard International Equity Index Fund (VTIAX); and 7. Amprius, Inc. - High Energy Battery Research and Development.

1. Filer's Positions Held Outside United States Government

#	ORGANIZATION NAME		CITY, STATE	ORGANIZATION TYPE	POSITION HELD	FROM	TO
1	Kennedy & Madonna, LLP		Hurley, New York	Law Firm	Partner	12/2000	2/2025
2	Kenviron Consulting LLC		New York, New York	Consulting Firm	Sole Member	11/2008	Present
3	Morgan & Morgan, P.A.		Orlando, Florida	Law Firm	Co-Counsel on Contingency Fee Cases	3/2023	2/2025
4	Robert F Kennedy, Jr 1986 Trust (Family Trust #1)		New York, New York	Trust	Trustee (uncompensated)	12/1986	Present
5	Skyhorse Publishing Inc		New York, New York	Corporation	Consultant/Author	8/2022	2/2025
6	WisnerBaum f/k/a Baum Hedlund Aristei & Goldman		Los Angeles, California	Law Firm	Consultant	9/2016	2/2025
7	Family Trust #7		Los Angeles, California	Trust	Co-Trustee, second Trustee is Spouse (uncompensated)	1/2019	Present
8	J W Howard Attorneys		Los Angeles, New York	Law Firm	Attorney	1/2023	2/2025
9	Morgan & Morgan, P.A.	See Endnote	Orlando, Florida	Law Firm	Of Counsel	3/2016	2/2025

2. Filer's Employment Assets & Income and Retirement Accounts

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
1	National Resources Defense Council Inc Defined Benefit Plan	N/A	$250,001 - $500,000	Distributions	$16,372
2	WisnerBaum f/k/a Baum Hedlund Aristei & Goldman - Law Firm	N/A		Final Payment at termination of agreement of Referral Fees On Contingency Fee Cases	$6,762
3	SEP IRA	No			
3.1	Fidelity 500 Index Fund (FXAIX)	Yes	$100,001 - $250,000		None (or less than $201)
3.2	Vanguard Total Stock Market Index Admiral (VTSAX)	Yes	$100,001 - $250,000		None (or less than $201)
4	"Saint Francis of Assisi" - Skyhorse Publishing - value not readily ascertainable	N/A			None (or less than $201)
5	"Robert Smalls:Civil War Hero" - Skyhorse Publishing - value not readily ascertainable	N/A			None (or less than $201)
6	"Joshua Lawrence Chamberlain" - Skyhorse Publishing - value not readily ascertainable	N/A			None (or less than $201)
7	"Climate in Crisis" - retitle of "Horsemen of the Apocalypse" - co-author (50% interest) - Skyhorse Publishing - value not readily ascertainable	N/A			None (or less than $201)
8	"Judge Frank M Johnson Jr,a biography" - G P Putnam & Sons - value not readily ascertainable	N/A			None (or less than $201)
9	"The River Keepers" - Scribner Press - value not readily ascertainable	N/A			None (or less than $201)
10	"This Fine Piece of Water" - Yale University Press - value not readily ascertainable	N/A			None (or less than $201)

#	DESCRIPTION		EIF	VALUE	INCOME TYPE	INCOME AMOUNT
11	"Troubled Water:Saints, Sinners, Truths and Lies" - Anita Roddick Books - value not readily ascertainable		N/A			None (or less than $201)
12	"Crimes Against Nature" - Harper Books - value not readily ascertainable		N/A			None (or less than $201)
13	"Air America: The Playbook" - Rodale Books - value not readily ascertainable		N/A			None (or less than $201)
14	"Thimerosal:Let the Science Speak" - Harper Books - value not readily ascertainable		N/A			None (or less than $201)
15	"Framed:Why Michael Skakel Spent Over a Decade in Prison for a Murder He Did Not Commit" - Skyhorse Publishing - value not readily ascertainable		N/A			None (or less than $201)
16	"Vaccine Villains:What the American Public Should Know about the Industry" - Skyhorse Publishing - value not readily ascertainable		N/A			None (or less than $201)
17	"American Values:Lessons I Learned from my Family" - Skyhorse Publishing - value not readily ascertainable		N/A			None (or less than $201)
18	"Vax-UnVax: Let the Science Speak" - Skyhorse Publishing - value not readily ascertainable		N/A			None (or less than $201)
19	IRA #3 (Rollover from Pace 403b)		No			
19.1	Fidelity 500 Index Fund (FXAIX)		Yes	$500,001 - $1,000,000		$5,001 - $15,000
19.2	Fidelity Gov Cash Reserve		Yes	$1,001 - $15,000		None (or less than $201)
20	Kenviron Consulting LLC - Environmental Consulting Firm (dormant)		N/A	None (or less than $1,001)		None (or less than $201)
21	AbTech Industries, INC. (Account Receivable)	See Endnote	N/A	$50,001 - $100,000		None (or less than $201)

#	DESCRIPTION		EIF	VALUE	INCOME TYPE	INCOME AMOUNT
22	"Unsettled Science" Skyhorse Publishing- advance paid, remaining value not readily ascertainable	See Endnote	N/A	None (or less than $1,001)	Book Advance	$2,000,000
23	"A Defense for Israel" Skyhorse Publishing- advance paid, remaining value not readily ascertainable	See Endnote	N/A	None (or less than $1,001)	Book Advance	$2,000,000
24	"America's Path Back to Moral Leadership" Skyhorse Publishing - advance owed	See Endnote	N/A	$1,001 - $15,000		None (or less than $201)
25	Lotus Infrastructure Partners	See Endnote	N/A	$100,001 - $250,000	Distribution of prior Fees earned 2015. No additional payments anticipated.	$217,600

3. Filer's Employment Agreements and Arrangements

#	EMPLOYER OR PARTY	CITY, STATE	STATUS AND TERMS	DATE
1	National Resources Defense Council Inc	Austin, Texas	I will continue to receive distributions from a defined benefit plan sponsored by this employer.	1/2015
2	Skyhorse Publishing Inc	New York, New York	Agreement for three new books. Two have been completed prior to entering government service and one has not been completed. I will not engage in writing, editing, marketing or promotional services for any of these books during government service.	8/2024
3	Abtech Industries	Scottsdale, Arizona	Amount owed for services rendered between Q2 2011 and Q1 2017	4/2011
4	Lotus Infrastructure Partners	Greenwich, Connecticut	Amount owed for services rendered between Q1 2015 and Q4 2017 to Starwood Energy Group, distribution after spinoff. No additional payments anticipated.	3/2015

#	EMPLOYER OR PARTY	CITY, STATE	STATUS AND TERMS	DATE
5	WisnerBaum f/k/a Baum Hedlund Aristei & Goldman	Los Angeles, California	I continue to retain an interest in certain contingency fee cases for damages resulting from the Camp Fire, consistent with the supplement to my Ethics Agreement dated February 1, 2025.	9/2016

4. Filer's Sources of Compensation Exceeding $5,000 in a Year

(N/A) - Not required for this type of report

5. Spouse's Employment Assets & Income and Retirement Accounts

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
1	Youngster Productions Inc (Media production)	N/A	$100,001 - $250,000	Salary, residuals, consulting fees	
1.1	Cast & Crew LLC - Film/TV Payroll	No			
1.1.1	'"A Bad Moms Christmas", STX Financing, LLC	N/A		Residuals	
1.2	Disney Worldwide Services Inc - Film/TV Production	No			
1.2.1	'"Waitress", Twentieth Century Fox Film Corporation	N/A		Residuals	
1.3	GEP Talent Services, LLC	No			
1.3.1	'"RV", SPE Inc on behalf of CPT Holdings, Inc	N/A		Residuals	
1.3.2	'"The Ugly Truth", SPE Inc on behalf of CPT Holdings, Inc	N/A		Residuals	
1.3.3	'"I Can See Your Voice", Fox Square Productions	N/A		Residuals	

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
1.3.4	"Nine Lives", Columbiana Inc	N/A		Residuals	
1.3.5	"This Close", How Productions	N/A		Residual	
1.4	Media Services Processing LLC	No			
1.4.1	"'Curb Your Enthusiasm (acting)", Home Box Office	N/A		Residuals	
1.5	"True Story Podcast", Headgum Inc.	N/A		Advertising Revenue	
1.6	"The Flight Attendant", Warner Bros. Television, a division of WB Studios Enterprises Inc	N/A		Residuals	
1.7	HotelPlanner.Com	N/A		Speaking Event	$50,000
1.8	IM Pro Makeup NY LP	N/A		Speaking Event	$37,500
1.9	Game Changer Event Series	N/A		Speaking Event	$75,000
1.10	MAHA Action Inc	N/A		Consulting	$210,000
2	SEP-IRA#1	No			
2.1	Fidelity Government Cash Reserves	Yes	$15,001 - $50,000		None (or less than $201)
2.2	DFA Intl Real Estate Sec Portfolio (DFITX)	Yes	$15,001 - $50,000		None (or less than $201)
2.3	American Centy ETF TR Avantis US Small Cap Value (AVUV)	Yes	$50,001 - $100,000		None (or less than $201)
2.4	American Centy ETF TR Avantis US EQT (AVUS)	Yes	$250,001 - $500,000		None (or less than $201)
2.5	Dimensional ETF Trust Emerging Markets Core Equity 2 ETF (DFEM)	Yes	$100,001 - $250,000		None (or less than $201)
2.6	Dimensional ETF Trust International High Profitability ETF (DIHP)	Yes	$15,001 - $50,000		None (or less than $201)

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
2.7	Dimensional ETF Trust International Small Cap Value ETF (DISV)	Yes	$15,001 - $50,000		None (or less than $201)
2.8	Dimensional ETF Trust International Core Equity 2 ETF (DFIC)	Yes	$100,001 - $250,000		None (or less than $201)
2.9	Dimensional ETF Trust Dimensional US Real estate ETF (DFAR)	Yes	$15,001 - $50,000		None (or less than $201)
2.10	Dimensional ETF Trust Dimensional US High Profitability ETF (DUHP)	Yes	$50,001 - $100,000		None (or less than $201)
2.11	Dimensional ETF Trust Global Ex US Cor (DFGX)	Yes	$50,001 - $100,000		None (or less than $201)
2.12	Dimensional ETF Trust Short duration F (DFSD)	Yes	$100,001 - $250,000		None (or less than $201)
2.13	Dimensional ETF Trust Core Fixed Incom (DFCF)	Yes	$100,001 - $250,000		None (or less than $201)
2.14	Vanguard Sht-Term Inflation-Protected Sec IDX (VTIP)	Yes	$100,001 - $250,000		None (or less than $201)
3	IRA #1	No			
3.1	American Century ETF TR Avantis US Small Cap Value (AVUV)	Yes	$1,001 - $15,000		None (or less than $201)
3.2	American Century ETF TR Avantis US EQT (AVUS)	Yes	$1,001 - $15,000		None (or less than $201)
3.3	Dimensional ETF Trust Emerging Markets Core Equity 2 ETF (DFEM)	Yes	$1,001 - $15,000		None (or less than $201)
3.4	Dimensional ETF Trust International Small Cap Value ETF (DISV)	Yes	$1,001 - $15,000		None (or less than $201)
3.5	Dimensional ETF Trust International Core Equity 2 ETF (DFIC)	Yes	$1,001 - $15,000		None (or less than $201)
3.6	Dimensional ETF Trust Dimensional US Real estate ETF (DFAR)	Yes	$1,001 - $15,000		None (or less than $201)

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
3.7	Dimensional ETF Trust Dimensional US High Profitability ETF (DUHP)	Yes	$1,001 - $15,000		None (or less than $201)
3.8	Vanguard Sht-Term Inflation-Protected Sec IDX (VTIP)	Yes	$1,001 - $15,000		None (or less than $201)
3.9	Dimensional ETF Trust Global Ex US Cor (DFGX)	Yes	$1,001 - $15,000		None (or less than $201)
3.10	Dimensional ETF Trust Short duration F (DFSD)	Yes	$1,001 - $15,000		None (or less than $201)
3.11	Dimensional ETF Trust Core Fixed Incom (DFCF)	Yes	$1,001 - $15,000		None (or less than $201)
4	Pension #1 - Director's Guild of America Producers Pension Fund, defined benefit plan	N/A	$1,001 - $15,000		None (or less than $201)
5	Pension #2 - SAG Producers Pension Fund, defined benefit plan	N/A	$250,001 - $500,000		None (or less than $201)
6	Pension #3 - SAG/AFTRA Retirement Fund - (entitled to receive $5,500/month at age 65), defined benefit plan (value not readily ascertainable)	N/A			None (or less than $201)
7	Hines & Young, LLC - Beauty Products - operations commenced May 2023	N/A	$15,001 - $50,000	Business Income	$100,001
7.1	Hines & Young, LLC - Trademark - value not readily ascertainable	N/A			None (or less than $201)
8	"Friends", Warner Bros Television, a division of WB Studios Enterprises, Inc	N/A		Residuals	
9	Media Services Processing LLC	No			
9.1	"Curb Your Enthusiasm", (acting), Home Box Office	N/A		Residuals	

6. Other Assets and Income

#	DESCRIPTION		EIF	VALUE	INCOME TYPE	INCOME AMOUNT
1	US Bank Acct #1 (cash)		N/A	$50,001 - $100,000		None (or less than $201)
2	US Bank Acct #2 (cash)		N/A	$1,001 - $15,000		None (or less than $201)
3	Family Trust #1		No			
3.1	Citibank Money Market Account (cash)		N/A	$1,001 - $15,000		None (or less than $201)
3.2	GridBright Inc - technology company specializing in secure and sustainable grid integration.	See Endnote	N/A	$1,001 - $15,000		None (or less than $201)
3.3	Wolf Point Owners LLC (real estate development holding company)		No			
3.3.1	Commercial Real Estate, parcel 1, Chicago Illinois		N/A	None (or less than $1,001)		None (or less than $201)
3.3.2	Commercial Real Estate, parcel 2, Chicago Illinois		N/A	$500,001 - $1,000,000		None (or less than $201)
3.3.3	Commercial Real Estate, parcel 3, Chicago Illinois	See Endnote	N/A	$500,001 - $1,000,000	Distribution of net operating income	$4,881
3.3.4	Commercial Real Estate, parcel 4, Chicago Illinois		N/A	$250,001 - $500,000		None (or less than $201)
3.4	Park Holdings Group, LLC - Realty Investments		No			
3.4.1	Northern Funds US Govt Money Mkt Fd (NOGXX)		Yes	$1,001 - $15,000		$201 - $1,000
4	Family Trust #4 - Underlying assets are non-reportable personal property that is not for investment or production of income		No			

#	DESCRIPTION		EIF	VALUE	INCOME TYPE	INCOME AMOUNT
5	Family Trust #5 - Underlying assets are non-reportable personal property that is not for investment or production of income		No			
6	US Bank Acct #4 (cash)		N/A	$50,001 - $100,000		None (or less than $201)
7	US Bank Acct #5 (cash)		N/A	$1,001 - $15,000		None (or less than $201)
8	US Bank Acct #6 (cash)		N/A	$50,001 - $100,000	Interest	$15,001 - $50,000
9	Brokerage #2		No			
9.1	Bitcoin (BTC) (Fidelity Crypto)		N/A	$1,000,001 - $5,000,000		None (or less than $201)
10	Family Trust #7 - no assets added as yet		No	None (or less than $1,001)		None (or less than $201)
11	Northern Funds US Govt Money Mkt Fd (NOGXX)		Yes	$1,000,001 - $5,000,000		$100,001 - $1,000,000
12	Brokerage #3 - Dependent	See Endnote	No			
12.1	Apple (AAPL)		N/A	None (or less than $1,001)	Capital Gains	$1,001 - $2,500
12.2	Amazon (AMZN)		N/A	None (or less than $1,001)	Capital Gains	$2,501 - $5,000
12.3	CRISPR Therapeutics AG		N/A	None (or less than $1,001)	Capital Gains	$1,001 - $2,500
12.4	SPDR S&P 500 ETF (SPY)	See Endnote	Yes	None (or less than $1,001)		$201 - $1,000
12.5	Zscaler (ZS)		N/A	None (or less than $1,001)	Capital Gains	$201 - $1,000
12.6	ASML Holding N.V. New York Registry Shares (ASML)		N/A	None (or less than $1,001)	Capital Gains	$201 - $1,000

#	DESCRIPTION	EIF	VALUE	INCOME TYPE	INCOME AMOUNT
12.7	Uber Technologies, Inc. (UBER)	N/A	None (or less than $1,001)	Capital Gains	$201 - $1,000
12.8	NIKE, Inc. (NKE)	N/A	None (or less than $1,001)	Capital Gains	$201 - $1,000
13	Vacation Home	N/A	$1,000,001 - $5,000,000	Rent or Royalties	$5,001 - $15,000
14	US Bank Acct #7 - Joint (cash)	N/A	$250,001 - $500,000	Interest	None (or less than $201)
15	Residence, Los Angeles, CA	N/A	$5,000,001 - $25,000,000	Rent or Royalties	$100,001 - $1,000,000

7. Transactions

#	DESCRIPTION	TYPE	DATE	AMOUNT
1	ASML Holding NV	Sale	03/27/2025	$1,001 - $15,000
2	Amazon.com, Inc. (AMZN)	Sale	03/27/2025	$15,001 - $50,000
3	Apple, Inc. (AAPL)	Sale	03/27/2025	$1,001 - $15,000
4	Uber Technologies, Inc. (UBER)	Purchase	01/04/2025	$1,001 - $15,000
5	Uber Technologies, Inc. (UBER)	Sale	03/27/2025	$1,001 - $15,000
6	Zscaler, Inc. (ZS)	Sale	03/27/2025	$1,001 - $15,000
7	CRISPR Therapeutics AG Common Shares (CRSP)	Sale	04/04/2025	$1,001 - $15,000
8	NIKE, Inc. (NKE)	Purchase	01/04/2025	$1,001 - $15,000
9	NIKE, Inc. (NKE)	Sale	04/04/2225	$1,001 - $15,000

#	DESCRIPTION		TYPE	DATE	AMOUNT
10	Dragonfly Therapeutics, Inc - Immunotherapy Research and Development		Sale	04/01/2025	$15,001 - $50,000
11	Fidelity 500 Index Fund (FXAIX)		Purchase	10/27/2025	$15,001 - $50,000
12	Vanguard Total Stock Market Index Admiral (VTSAX)		Purchase	10/27/2025	$15,001 - $50,000
13	Generation IM Global Equity Fund	See Endnote	Sale	04/01/2025	$1,001 - $15,000
14	Park Holdings Group, LLC - Hedge Investments (underlying assets below reporting threshold are not reported)	See Endnote	Sale	04/01/2025	$1,001 - $15,000
15	Park Holdings Group, LLC - Fixed Income Investments (underlying assets below threshold not reported)	See Endnote	Sale	04/01/2025	$1,001 - $15,000
16	Deutsche Banc Special Opps Fund (Underlying assets are not disclosed due to a preexisting confidentiality agreement)	See Endnote	Sale	04/01/2025	$1,001 - $15,000
17	Rockefeller Access Fund I, LLC (Underlying assets are not disclosed due to a preexisting confidentiality agreement)	See Endnote	Sale	04/01/2025	$1,001 - $15,000
18	Dodge and Cox Global Stock Fund (DODWX)		Sale	04/01/2025	$1,001 - $15,000
19	Amansa Fund, L.P. (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
20	WGI Emerging Markets Fund, LLC (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
21	McDonald Capital Investors, Inc (underlying assets below the reporting threshold not disclosed)		Sale	04/01/2025	$1,001 - $15,000
22	Progressive Corp (NYSE - PGR)		Sale	04/01/2025	$1,001 - $15,000
23	Lone Cascade- Class K		Sale	04/01/2025	$1,001 - $15,000

#	DESCRIPTION		TYPE	DATE	AMOUNT
24	Lone Cascade- Class J		Sale	04/01/2025	$1,001 - $15,000
25	Velt Partners Fund, LLC		Sale	04/01/2025	$1,001 - $15,000
26	HCP Private Equity Fund VII, LP (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
27	HCP Private Equity Fund VIII, LLC (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
28	HCP China Capital Appreciation (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
29	HCP Private Equity Fund IX, LP (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
30	HCP Private Equity Fund X, LP (Underlying assets are not disclosed due to a preexisting confidentiality agreement)		Sale	04/01/2025	$1,001 - $15,000
31	Baker Brothers Life Sciences, LP (Underlying assets below threshold)		Sale	04/01/2025	$1,001 - $15,000
32	GMO Resources Fund (GOFIX)		Sale	04/01/2025	$1,001 - $15,000
33	Hound Partners Variable Beta Fund LP (Underlying assets below threshold)		Sale	04/01/2025	$1,001 - $15,000
34	Ichigo Japan Fund G LP (Underlying assets below threshold)		Sale	04/01/2025	$1,001 - $15,000
35	Arctic Royalty LP - private land - oil & gas rights - OK, TX, KS, LA, MS, AL, FL	See Endnote	Sale	04/01/2025	$1,001 - $15,000
36	Vantagepoint Cleantech Associates, II LP - Investment Partnership (underlying investments below threshold are not reported)		Sale	04/01/2025	$15,001 - $50,000
37	Amprius Technologies, Inc. (AMPX)		Sale	04/01/2025	$1,001 - $15,000

#	DESCRIPTION		TYPE	DATE	AMOUNT
38	Lone Cascade - Class K	See Endnote	Sale	04/01/2025	$1,001 - $15,000
39	Generation IM Global Equity Fund (underlying assets below threshold)	See Endnote	Sale	04/01/2025	$1,001 - $15,000

8. Liabilities

#	CREDITOR NAME	TYPE	AMOUNT	YEAR INCURRED	RATE	TERM
1	City National Bank - Spouse as Guarantor - Hines & Young LLC	Exercised Line of Credit	$250,001 - $500,000	2020	prime + 4.25%	6 years
2	City National Bank - paid in full 5/24/2023	Term Note	$250,001 - $500,000	2022	prime + 2.25%	3 years
3	American Express	Credit Card	$50,001 - $100,000	2023	23.49%	revolving
4	American Express	Credit Card	$15,001 - $50,000	2023	23.49%	Revolving
5	American Express	Credit Card	$50,001 - $100,000	2023	23.24%	Revolving
6	American Express	Credit Card	$10,001 - $15,000	2023	23.24%	Revolving
7	US Bank	Mortgage on Personal Residence	$1,000,001 - $5,000,000	2022	2.375%	30 yr, 10/1 ARM interest only
8	City National Bank	Mortgage on Personal Residence	$1,000,001 - $5,000,000	2021	2.28%	30 YR, 10/1 ARM Interest Only
9	City National Bank	Mortgage on Personal Residence	$250,001 - $500,000	2018	3.62%	30 years

9. Gifts and Travel Reimbursements

#	SOURCE NAME	CITY, STATE	BRIEF DESCRIPTION	VALUE
1	Howard Lutnick	Washington, District of Columbia	Private Flight to Aspen, Dec 2025	859.00
2	Linda McMahon	Washington, District of Columbia	Box seats at WWE Saturday Night Main Event, Dec 2025	6,000.00
3	Eric Sklar	St. Helena, California	Framed photo, "Robert F. Kennedy, campaigning in Provo, Utah, March, 1968" by David Burnett	759.97
4	Gavin deBecker	Los Angeles, California	Airfare to/from Greece, July 2025	44,964.63
5	Gavin deBecker	Los Angeles, California	Airfare to/from Fiji, November 2025	96,894.12
6	Gavin deBecker	Los Angeles, California	Use of Vacation home in DC,	126,500.00

Endnotes

PART	#	ENDNOTE
1.	9	The formal termination of all agreements with Morgan & Morgan was as of February 13, 2025. The end date listed on the nominee report of 3/2022 was based on actual activity as of counsel.
2.	21	$90,000 owed for services provided.
2.	22	Advance received, no additional advances are owed. Future value not readily ascertainable.
2.	23	Advance received, no additional advances are owed. Future value not readily ascertainable.
2.	24	Agreement is for $10,000.00 dollars which has not been received.

PART	#	ENDNOTE
2.	25	This account receivable was inadvertently omitted from nominee report. Agency has determined this account receivable and subsequent payment did not present a conflict of interest with official duties.
6.	3.2	Remainder of unpaid Account Receivable
6.	3.3.3	This property was inadvertently undervalued on the nominee report.
6.	12	Child is no longer a dependent as of July 2025, assets will be removed from report.
6.	12.4	Earnings reported are earnings through 7/25/2025, which covers the period when the dependent was still a dependent.
7.	13	Parent asset was Park Holdings Group, LLC, Equity Investments, held in "Family Trust #3."
7.	14	Parent asset was "Family Trust #1."
7.	15	Parent asset was "Family Trust #1."
7.	16	Parent asset was the Park Holdings Group, LLC - Private Equity Investments.
7.	17	Parent asset was the Park Holdings Group, LLC - Private Equity Investments.
7.	35	Parent asset was "Family Trust #3."
7.	38	Parent asset was Park Holdings Group, LLC - Equity Investments, held in "Family Trust #1."
7.	39	Parent asset was Park Holdings Group, LLC - Equity Investments, held in "Family Trust #1."

Summary of Contents

1. Filer's Positions Held Outside United States Government

Part 1 discloses positions that the filer held at any time during the reporting period (excluding positions with the United States Government). Positions are reportable even if the filer did not receive compensation.

This section does not include the following: (1) positions with religious, social, fraternal, or political organizations; (2) positions solely of an honorary nature; (3) positions held as part of the filer's official duties with the United States Government; (4) mere membership in an organization; and (5) passive investment interests as a limited partner or non-managing member of a limited liability company.

2. Filer's Employment Assets & Income and Retirement Accounts

Part 2 discloses the following:

- Sources of earned and other non-investment income of the filer totaling more than $200 during the reporting period (e.g., salary, fees, partnership share, honoraria, scholarships, and prizes)
- Assets related to the filer's business, employment, or other income-generating activities (1) that ended the reporting period with a value greater than $1,000 or (2) from which more than $200 in income was received during the reporting period (e.g., equity in business or partnership, stock options, retirement plans/accounts and their underlying holdings as appropriate, deferred compensation, and intellectual property, such as book deals and patents)

This section does not include assets or income from United States Government employment or assets that were acquired separately from the filer's business, employment, or other income-generating activities (e.g., assets purchased through a brokerage account). Note: The type of income is not required if the amount of income is $0 - $200 or if the asset qualifies as an excepted investment fund (EIF).

3. Filer's Employment Agreements and Arrangements

Part 3 discloses agreements or arrangements that the filer had during the reporting period with an employer or former employer (except the United States Government), such as the following:

- Future employment
- Leave of absence
- Continuing payments from an employer, including severance and payments not yet received for previous work (excluding ordinary salary from a current employer)
- Continuing participation in an employee welfare, retirement, or other benefit plan, such as pensions or a deferred compensation plan
- Retention or disposition of employer-awarded equity, sharing in profits or carried interests (e.g., vested and unvested stock options, restricted stock, future share of a company's profits, etc.)

4. Filer's Sources of Compensation Exceeding $5,000 in a Year

Part 4 discloses sources (except the United States Government) that paid more than $5,000 in a calendar year for the filer's services during any year of the reporting period.

The filer discloses payments both from employers and from any clients to whom the filer personally provided services. The filer discloses a source even if the source made its payment to the filer's employer and not to the filer. The filer does not disclose a client's payment to the filer's employer if the filer did not provide the services for which the client is paying.

5. Spouse's Employment Assets & Income and Retirement Accounts

Part 5 discloses the following:

- Sources of earned income (excluding honoraria) for the filer's spouse totaling more than $1,000 during the reporting period (e.g., salary, consulting fees, and partnership share)
- Sources of honoraria for the filer's spouse greater than $200 during the reporting period
- Assets related to the filer's spouse's employment, business activities, other income-generating activities (1) that ended the reporting period with a value greater than $1,000 or (2) from which more than $200 in income was received during the reporting period (e.g., equity in business or partnership, stock options, retirement plans/accounts and their underlying holdings as appropriate, deferred compensation, and intellectual property, such as book deals and patents)

This section does not include assets or income from United States Government employment or assets that were acquired separately from the filer's spouse's business, employment, or other income-generating activities (e.g., assets purchased through a brokerage account). Note: The type of income is not required if the amount of income is $0 - $200 or if the asset qualifies as an excepted investment fund (EIF). Amounts of income are not required for a spouse's earned income (excluding honoraria).

6. Other Assets and Income

Part 6 discloses each asset, not already reported, (1) that ended the reporting period with a value greater than $1,000 or (2) from which more than $200 in investment income was received during the reporting period. For purposes of the value and income thresholds, the filer aggregates the filer's interests with those of the filer's spouse and dependent children.

This section does not include the following types of assets: (1) a personal residence (unless it was rented out during the reporting period); (2) income or retirement benefits associated with United States Government employment (e.g., Thrift Savings Plan); and (3) cash accounts (e.g., checking, savings, money market accounts) at a single financial institution with a value of $5,000 or less (unless more than $200 in income was received). Additional exceptions apply. Note: The type of income is not required if the amount of income is $0 - $200 or if the asset qualifies as an excepted investment fund (EIF).

7. Transactions

Part 7 discloses purchases, sales, or exchanges of real property or securities in excess of $1,000 made on behalf of the filer, the filer's spouse or dependent child during the reporting period.

This section does not include transactions that concern the following: (1) a personal residence, unless rented out; (2) cash accounts (e.g., checking, savings, CDs, money market accounts) and money market mutual funds; (3) Treasury bills, bonds, and notes; and (4) holdings within a federal Thrift Savings Plan account. Additional exceptions apply.

8. Liabilities

Part 8 discloses liabilities over $10,000 that the filer, the filer's spouse or dependent child owed at any time during the reporting period.

This section does not include the following types of liabilities: (1) mortgages on a personal residence, unless rented out (note: certain PAS nominees and appointees are required to report all mortgages); (2) loans secured by a personal motor vehicle, household furniture, or appliances, unless the loan exceeds the item's purchase price; and (3) revolving charge accounts, such as credit card balances, if the outstanding liability did not exceed $10,000 at the end of the reporting period. Additional exceptions apply.

9. Gifts and Travel Reimbursements

This section discloses:

- Gifts totaling more than $480 that the filer, the filer's spouse, and dependent children received from any one source during the reporting period.
- Travel reimbursements totaling more than $480 that the filer, the filer's spouse, and dependent children received from any one source during the reporting period.

For purposes of this section, the filer need not aggregate any gift or travel reimbursement with a value of $192 or less. Regardless of the value, this section does not include the following items: (1) anything received from relatives; (2) anything received from the United States Government or from the District of Columbia, state, or local governments; (3) bequests and other forms of inheritance; (4) gifts and travel reimbursements given to the filer's agency in connection with the filer's official travel; (5) gifts of hospitality (food, lodging, entertainment) at the donor's residence or personal premises; and (6) anything received by the filer's spouse or dependent children totally independent of their relationship to the filer. Additional exceptions apply.

Privacy Act Statement

5 U.S.C.§ 13101 et seq., and 5 C.F.R. Part 2634 of the U. S. Office of Government Ethics regulations require the reporting of this information. Failure to provide the requested information may result in separation, disciplinary action, or civil action. The primary use of the information on this report is for review by Government officials to determine compliance with applicable Federal laws and regulations. This report may also be disclosed upon request to any requesting person in accordance with 5 U.S.C. §§ 13107 and § 13122(b)(1) or as otherwise authorized by law. You may inspect applications for public access of your own form upon request. Additional disclosures of the information on this report may be made: (1) to any requesting person, subject to the limitation contained in section 208(d)(1) of title 18, any determination granting an exemption pursuant to sections 208(b)(1) and 208(b)(3) of title 18; (2) to a Federal, State, or local law enforcement agency if the disclosing agency becomes aware of violations or potential violations of law or regulation; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or determination; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; (6) when the disclosing agency determines that the records are arguably relevant to a proceeding before a court, grand jury, or administrative or adjudicative body, or in a proceeding before an administrative or adjudicative body when the adjudicator determines the records to be relevant to the proceeding; (7) to reviewing officials in a new office, department or agency when an employee transfers or is detailed from one covered position to another, a public financial disclosure report and any accompanying documents, including statements notifying an employee's supervising ethics office of the commencement of negotiations for future employment or compensation or of an agreement for future employment or compensation; (8) to a Member of Congress or a congressional office in response to an inquiry made on behalf of and at the request of an individual who is the subject of the record; (9) to contractors and other non-Government employees working on a contract, service or assignment for the Federal Government when necessary to accomplish a function related to this system of records; (10) on the OGE Website and to any person, department or agency, any written ethics agreement, including certifications of ethics agreement compliance, filed with OGE by an individual nominated by the President to a position requiring Senate confirmation; (11) on the OGE Website and to any person, department or agency, any certificate of divestiture issued by OGE; (12) on the OGE Website and to any person, department or agency, any waiver of the restrictions contained in Executive Order 13989 or any superseding executive order; (13) to appropriate agencies, entities and persons when there has been a suspected or confirmed breach of the system of records, the agency maintaining the records has determined that there is a risk of harm to individuals, the agency, the Federal Government, or national security, and the disclosure is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed breach or to prevent, minimize, or remedy such harm; and (14) to another Federal agency or Federal entity, when the agency maintaining the record determines that information from this system of records is reasonably necessary to assist the recipient agency or entity in responding to a suspected or confirmed breach or in preventing, minimizing, or remedying the risk of harm to individuals, the recipient agency or entity, the Federal Government, or national security. See also the OGE/GOVT-1 executive branch-wide Privacy Act system of records.

Public Burden Information

This collection of information is estimated to take an average of ten hours per response, including time for reviewing the instructions, gathering the data needed, and completing the form. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Program Counsel, U.S. Office of Government Ethics (OGE) 250 E Street, S.W., Suite 750, Washington, DC 20024-3249.

Pursuant to the Paperwork Reduction Act, as amended, an agency may not conduct or sponsor, and no person is required to respond to, a collection of information unless it displays a currently valid OMB (that control number 3209-0001, is displayed here and at the top of the first page of this OGE Form 278e).

EXHIBIT B

DEPARTMENT OF HEALTH & HUMAN SERVICES

Office of the Secretary

Office of the General Counsel
Washington, DC 20201

February 1, 2025

David Huitema
Director
U.S. Office of Government Ethics
1201 New York Avenue, N.W., Suite 500
Washington, DC 20005-3917

Dear Mr. Huitema:

I am enclosing an amendment to Mr. Kennedy's nominee public financial disclosure report, signed on December 21, 20024, and a supplement to his ethics agreement, signed on January 21, 2025. I have reviewed the additional information. Based on my review of this supplemental disclosure, I continue to believe that Mr. Kennedy is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

Randall J. Hall -S

Digitally signed by Randall J. Hall -S
Date: 2025.02.01 14:13:00 -05'00'

Randall J. Hall
Associate General Counsel for Ethics
Designated Agency Ethics Official

Enclosures

Robert F. Kennedy, Jr.
2975 Mendeville Canyon Road
Los Angeles, CA 90049

February 1, 2025

<u>Via: Electronic Mail</u>

Randall Hall
Designated Agency Ethic Official
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, District of Columbia 20001

Dear Mr. Hall:

The purpose of this letter is to supplement my ethics agreement signed on January 21, 2025. In a separate document, I am also supplementing the financial disclosure report I signed on December 21, 2024, by correcting Part 3, Line 3, to update the date on which I received my final payment from the law firm of Kennedy & Madonna, LLP, and to correct Part 6, Line 18, to clarify that I had not received payment listed from Jeff Hayes Films as of the date I filed my report.

> <u>Kennedy & Madonna, LLP</u>
>
> In section four of my ethics agreement, I reported that I received my final partnership payment in May 2024. After further review, I have determined that I received my final payment in October 2024.
>
> <u>WisnerBaum</u>
>
> In addition to the commitments I made in section 6 of my ethics agreement, prior to assuming the duties of my position, I will irrevocably assign my right to receive payment in all outstanding contingency fee cases that the ethics office of the Department of Health and Human Services has determined do not involve the United States as a party and in which the United States does not have a direct and substantial interest to a non-dependent, adult family member, except I will retain my right to receive payment from claims against Southern California Edison, Boeing, and Pacific Gas & Electric Corporation for damages resulting from the Woolsey and Paradise/Camp Fires.

I have been advised that this supplement 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,

Robert F. Kennedy, Jr.

January 21, 2025

Randall Hall
Designated Agency Ethics Official
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 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 Secretary of the Department of Health and Human Services. 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 – CHILDREN'S HEALTH DEFENSE F/K/A WORLD MERCURY PROJECT

I resigned from my positions as Chairman of the Board and Chief Legal Counsel of Children's Health Defense in December 2024. I am not owed any outstanding salary, bonus, severance or any other payments by Children's Health Defense. 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 Children's Health Defense is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – J W HOWARD ATTORNEYS

Until December 2024, I served as a salaried attorney with J W Howard Attorneys. After that time, I retained an uncompensated Of Counsel position with J W Howard Attorneys. Upon confirmation, I will resign from my Of Counsel position. I received my final salary payment in December 2024. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the termination of my Of Counsel position, I will not participate personally and substantially in any particular matter involving specific parties in which I know J W Howard Attorneys 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 – KENNEDY & MADONNA LLP

I am a partner with the law firm of Kennedy & Madonna, LLP. Upon confirmation, I will terminate my partnership with Kennedy & Madonna. The firm has agreed to cease to transact business utilizing the legal name, Kennedy & Madonna, LLP. The law firm will remove any and all references to my affiliation with the practice in any advertising or promotional material, publications, invoicing forms, firm letterhead, forms, and photographs and biographies on any public-facing website. In May 2024, I received my final partnership distribution and have relinquished all interests in all cases. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.503, for a period of two years from the date of this payment, I will not participate personally and substantially in any particular matter involving specific parties in which Kennedy & Madonna, LLP, is a party or represents a party, unless I first receive a written waiver, pursuant to 5 C.F.R. § 2635.503(c). 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 5 – MORGAN & MORGAN, P.A.

Upon confirmation, I will terminate my referral agreement and Of Counsel position with the law firm of Morgan & Morgan, P.A. Pursuant to that agreement, I am entitled to receive 10% of fees awarded in contingency fee cases referred to the firm. I currently have no contingency fee cases outstanding with the firm and am entitled to no further payment on past cases. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the termination of my employment agreement, I will not participate personally and substantially in any particular matter involving specific parties in which I know Morgan & Morgan, P.A. 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 6 – WISNERBAUM

I have a consulting arrangement to refer cases to the law firm of WisnerBaum f/k/a Baum Hedlund Aristei & Goldman. Upon confirmation, I resign from that consulting arrangement with WisnerBaum. Pursuant to the referral agreement, I am entitled to receive 10% of fees awarded in contingency fee cases referred to the firm. I am not trying these cases, I am not an attorney of record for the cases, and I will not provide representational services in connection with the cases during my appointment to the position of Secretary. I will retain a contingency fee interest in cases that the ethics office of the Department of Health and Human Services has determined do not involve the United States as a party and in which the United States does not have a direct and substantial interest. I am entitled to receive a portion of future recovery in these cases based upon the set percentage as set forth in the referral agreement. I will not participate personally and substantially in any particular matter that I know will have a direct and predictable effect on the ability or willingness of the firm or any other counsel for plaintiff in these cases, any of the clients involved in these cases, or any of the opposing parties in these cases to make any payments related to the cases, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Prior to assuming the duties of my position, I will irrevocably assign my right to receive payment in all contingency fee cases in which the United States is a party or has a direct and substantial interest to a non-dependent, adult family member. In addition, prior to assuming the duties of my position, I will divest my interest to receive payment from all pending contingency fee cases that involve claims against the United States, including any claims filed under the National Vaccine Injury Compensation Program (VICP). Divestiture will be accomplished either by transferring my right to payment back to WisnerBaum for sum certain, to be agreed upon and paid to me prior to my assuming the duties of the position of Secretary, or by forfeiture. Finally, prior to assuming the duties of my position, I will receive complete and final payment for all amounts owed to me from WisnerBaum for all concluded cases that involve claims against the United States, including any claims filed under the VICP. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or until any amounts owed by the firm have been paid, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know WisnerBaum 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 7 – SKYHORSE PUBLISHING INC

I have a consulting agreement with Skyhorse Publishing Inc to provide advice on books to be published by the company. Upon confirmation, I will terminate my consulting relationship with Skyhorse Publishing Inc. My spouse and I also have a publishing agreement with Skyhorse Publishing Inc. I receive royalties from Skyhorse Publishing Inc, for sales of several books. In addition, I have received an advance related to one book, *Vax-UnVax: Let the Science Speak*, and am entitled to an advance for three additional books, *America's Path Back to Moral Leadership*, *Unsettled Science* and *A Defense For Israel*. During my appointment, I will not engage in any writing, editing, or promotional activities associated with these books and will not provide any other services under the publishing agreement. My spouse has also received an advance for her book, *My Shade of Crazy: A Memoir*, which will by published by Skyhorse Publishing Inc. 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 Skyhorse Publishing Inc to honor its contractual obligations regarding any advances or royalties, 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 Skyhorse Publishing Inc is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – PREVIOUSLY HELD POSITIONS

I previously held a position with WKP Ventures LLC from which I resigned in September 2024. I no longer hold a financial interest in this entity. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from this entity, I will not participate personally and substantially in any particular matter involving specific parties in which I know that this 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 held a position with GridBright Inc. from which I resigned in March 2022. I continue to hold stock in GridBright Inc. through the Robert F. Kennedy, Jr. 1986 Trust (Family Trust #1). I will divest my interests in GridBright Inc., as soon as practicable but not later than 90 days after my confirmation. 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 this 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 divestiture within the timeframe described above.

SECTION 9 – RETAINED POSITIONS

I will retain my unpaid position as trustee of the Robert F. Kennedy, Jr. 1986 Trust and the Family Trust #7. 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 Robert F. Kennedy, Jr. 1986 Trust, Family Trust #7, or the underlying assets of the trusts, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

I am the sole proprietor of my consulting firm Kenviron Consulting LLC. The consulting firm has been dormant and 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 firm while it is in an inactive status. As Secretary of the Department of Health and Human Services, 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 Kenviron Consulting LLC.

SECTION 10 – DIVESTITURES

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

- Park Holdings Group, LLC - Equity Investments
- Park Holdings Group, LLC - Hedge Investments
- Park Holdings Group, LLC - Fixed Income Investments
- Park Holdings Group, LLC - Private Equity Investments

Because of preexisting conditions on my ability to sell these assets, I cannot fully divest my ownership in these investment funds until April 2025. To permit me to carry out my duties as Secretary during that period of time, I will request a written waiver pursuant to 18 U.S.C. § 208(b)(1) regarding my financial interest in these four funds. Until I have obtained such a waiver, 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 of these entities.

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

- Vantagepoint Cleantech Associates, II LP
- Dragonfly Therapeutics Inc.
- Progressive Corp. (PGR)
- Amazon (AMZ)
- Apple Inc. (AAPL)
- CRISPR Therapeutics AG (CRSP)
- Zscaler (ZS)
- Marathon Digital Holdings Inc. (MARA)

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 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 the U.S. Office of Government Ethics.

SECTION 11 – SPOUSE EMPLOYMENT

My spouse is an actor and director and the sole owner of Youngster Productions Inc, a media production company established to receive payments, including residuals and royalties, from television shows and movies is which she acts and directs. 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 Youngster Productions Inc, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(l).

My spouse is also the co-owner of Hines & Young, LLC, a beauty products company. My spouse has agreed that Hines & Young, LLC, will stop sales of the company's cosmetic inventory no later than 90 days from the date of my 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 Hines & Young, LLC, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(l).

SECTION 12 – OTHER COMMITMENTS

In order to avoid any potential conflicts of interest during my appointment as Secretary, I, my spouse, and any minor children of mine, will not acquire any direct financial interests in entities listed on the FDA prohibited holdings list or in entities involved, directly or through subsidiaries, in the following industries: (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; (12) commercial airlines, railroads, ship lines, and cargo carriers; or (13) any sector mutual fund or sector exchange-traded fund that concentrates its investments in one of the aforementioned industries, businesses, and sectors, in a single country other than the United States, or in bonds of a single state within the United States.

SECTION 13 – 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,

Robert F. Kennedy, Jr.