May 11, 2011

Select Committee on Ethics
United States Senate
220 Hart Senate Office Building
Washington, D.C. 20510

Submission of Former Senator John Ensign

Dear Members of the Select Committee on Ethics:

In this letter Senator Ensign, through counsel, provides his response to what he understands will be certain concerns raised by the Special Counsel and the staff in their report to the Select Committee on Ethics. Senator Ensign has authorized and approved submission of this letter to the Committee.

Senator Ensign, himself, has stated to the Members of the Committee and to the full Senate that he deeply and sincerely regrets the personal failures and personal transgressions on his part that led the Committee to conduct its investigation of him and his office over the past two years. Senator Ensign knows that it has not been an easy or a welcome task for colleagues to sit in judgment on a colleague (now a former colleague), and he recognizes the sacrifices that each Member of the Committee, and even of the Committee staff, has had to make in dedicating so many hours to reviewing evidence and weighing issues of law, rule and precedent. He has asked us, as counsel, to reiterate these sentiments to you.

Without minimizing his responsibility for his situation, Senator Ensign has also had to make some very deep sacrifices because of his conduct and because of this inquiry, some sacrifices that he has repaired, some that he hopes to be able to repair, and some that will never be repaired. With the love and forbearance of his wife, Senator Ensign has recovered the centrality of family in his life that he knows his own actions almost destroyed; he will strive never to lose this again. With time and with hard work, he hopes to be able to regain the respect of his friends and neighbors and to repair his reputation in the community. Given the losses he has caused and sustained already, he is hopeful that his actions in resigning and in providing these comments will help the Committee conclude its work in a manner that minimizes any additional harm to his family.

But no matter what effort he makes, Senator Ensign will not be able to undo the sanction he imposed on himself as an elected official, that is, his resignation as a United States Senator. Senator Ensign knows that the choice to resign was entirely his own and was entirely voluntary. Nonetheless, he asks the Committee to keep always in mind – as it deliberates on whether to issue any statement or report in this matter or on what to include in any such statement or report – that he has already paid the ultimate price for

his conduct that the Committee and the institution of the Senate could have imposed, the loss of his seat in the United States Senate. He has not escaped the consequences of his actions in this matter – far from it – and he certainly has not done so lightly, as some professional critics of the congressional ethics process seem to suggest.

It is in the spirit of profound personal regret and apology for his conduct, of respect for the difficulty of the Committee's task, and of appeal to the Committee's recognition that his resignation has been a heavy price for his conduct, that Senator Ensign submits this letter addressing briefly what he understands may be some of the Special Counsel's concerns.

I. Allegations relating to post-employment restrictions

As to any allegation that he violated or facilitated violations of the post-employment restrictions in Title 18 U.S. Code § 207 and Senate Rule 37, Senator Ensign reiterates that his submissions to the Committee during the course of its inquiry show that:

- As a matter of law he could not have violated these standards or facilitated their violation;
- As a matter of fact he did not violate these standards or facilitate their violation; and,
- If the Committee is inclined to believe that some evidence may support a finding that he may have violated or facilitated violations of these standards, he did not do so knowingly or with an intent to violate any law or standard.

A. As a matter of law, Senator Ensign could not have violated or facilitated violations of post-employment standards in this matter

As Senator Ensign, through counsel, established at length in his November 20, 2009 letter to the Committee (included with this letter at Tab A), the post-employment restrictions set forth at Title 18 U.S. Code § 207(e)(2) and at Senate Rule 37:

- Do not apply by their terms, on their face, or as explicated in the *Senate Ethics Manual,* to the conduct of current Senate Members or personnel;
- Were never intended to apply to the conduct of current Senate Members or personnel (as evidenced by the absence of legislative history, or of any suggestion in the *Senate Ethics Manual*, to the contrary); and
- As a matter of due notice and fundamental fairness, should not be made to include indirectly any conduct (i.e., the conduct of current Senate Members and personnel) that they were *specifically and deliberately drafted and intended to exclude directly*, no matter how this unfair inclusion is attempted (that is, whether through such constructs and theories as conspiracy, aiding and abetting, "facilitation," or through after-the-fact application of the general, vague, catchall category of improper conduct reflecting on the Senate).

It runs counter to notions of fair notice and due process for the Committee to impose a new interpretation of an existing law, rule or standard in the midst of an actual case instead of having the Committee promulgate a notice that indicates it takes a view for the future so people can know the standard.

B. The facts do not establish violation of post-employment restrictions by Senator Ensign

Even if – contrary to the plain language of and clear legislative intent behind 18 U.S.C. § 207 and Senate Rule 37 – the Committee is inclined to view the statute and/or the rule as applicable to current Members and staff of the Senate, the facts of this case do not support a finding by substantial credible evidence of a violation by Senator Ensign, either directly or as a "facilitator."

Senator Ensign understands, based on his counsel's discussions with the Special Counsel, that the Special Counsel 1) may cite several general factors in connection with her position that Senator Ensign may have violated or facilitated violations of the post-employment restrictions and 2) may cite other factors in connection with her position that Senator Ensign may have violated or facilitated violation of these restrictions with respect specifically to issues concerning Allegiant Air, to issues surrounding the conversion from analog to digital television in the U.S./Mexico border region, and to the issuance of an Environmental Impact Study ("EIS") in connection with NV Energy's Ely Energy Center.

1. General factors to be cited by the Special Counsel

Senator Ensign understands that the Special Counsel may cite the following alleged general factors in connection with her position that he may have violated or facilitated violations of post-employment restrictions (the general factors to be alleged by the Special Counsel are in bold):

- **Senator Ensign undertook efforts with Mike and Lindsey Slanker to establish post-Senate employment for Doug Hampton with November, Inc.**
  - Senator Ensign has acknowledged to the Committee that he discussed arrangements for Doug Hampton's post-Senate employment as a lobbyist at November, Inc., with the Slankers. However, he is aware of no evidence indicating that these discussions included any plans, arrangement, or understanding whereby Doug Hampton would undertake activities in violation of his post-employment restrictions. There was no general restriction on lobbying by Hampton; that is, under any post-employment restrictions applicable to him, Hampton could lobby the House of Representatives and the Executive Branch immediately upon leaving the Senate . Senator Ensign's discussions of lobbying employment for Hampton at November, Inc. were neither illegal nor improper.

- **Senator Ensign made numerous calls for Doug Hampton with potential clients.**
    - Again, Senator Ensign has acknowledged making such calls but, as he has also previously indicated to the Committee, he made it clear in such calls that he was just recommending Doug Hampton and that any decision on whether or not to hire Hampton was up to the potential client, depending on the potential client's evaluation as to whether or not Hampton would be a good fit for their company. Further, Senator Ensign is aware of no evidence indicating that these calls or discussions included any plans, arrangement, or understanding whereby Doug Hampton would undertake activities for potential clients in violation of his post-employment restrictions.

- **Senator Ensign did not advise any of the potential clients he contacted on behalf of Doug Hampton that he was having an affair with Cynthia Hampton.**
    - It is difficult for Senator Ensign to understand the meaning or relevance of this alleged factor. Perhaps the Special Counsel's argument is that concealment by Senator Ensign of his affair in these calls is some degree of evidence that there was some improper agreement with Doug Hampton behind these calls; perhaps the argument is that Senator Ensign had some affirmative duty to potential employers of Doug Hampton to reveal the affair. Both arguments seem entirely abstract, theoretical and strained; neither argument is based in reality. Simply put, why would anyone, under any circumstances, have mentioned the affair to these potential employers? There was no duty on the part of Senator Ensign to mention the affair in any discussions with potential employers of Doug Hampton. His failure to mention the affair in these discussions is not evidence of any common scheme or arrangement with Doug Hampton; it is evidence only of how people behave in those situations and of common sense.

- **Doug Hampton began contacting Senator Ensign's office within a week of leaving Senate employment. Senator Ensign did not take steps to end Doug Hampton's contacts. Senator Ensign and John Lopez agreed that Lopez would handle communications with Doug Hampton to keep Hampton from contacting others in the office. The words and actions of Senator Ensign made clear he wanted John Lopez to help Doug Hampton.**
    - The fact that Doug Hampton contacted his former employing office within a week of his departure from that office does not, whether taken by itself or with any other alleged factors, suggest in any way that there was an agreement or understanding with Senator Ensign for him to do so or especially (as an allegation of aiding or abetting would require) that the Senator directed, encouraged or supervised that conduct. Senator Ensign asks the Committee to consider the totality of evidence and information before it regarding Doug Hampton and his behavior, including information

regarding Doug Hampton from the public record. Senator Ensign submits that this evidence and information must show the Committee that Doug Hampton is capable entirely on his own of making arguably rash decisions and actions, even when the potential consequences of such decisions and actions may be plainly detrimental to him.

As to the other factors cited here, as he has previously indicated to the Committee his interactions with John Lopez regarding Doug Hampton were intended to insure that any contacts by Hampton with the office remained within permissible limits (as the Committee knows, not all contacts with a former employing office by a former employee are prohibited by the post-employment restrictions under either the statute or the rule). Senator Ensign regarded John Lopez not only as his Chief of Staff but also as his chief ethics person in his office. Senator Ensign asked John Lopez to be the point person in the office in dealing with contacts by Doug Hampton to make sure that any such contacts, and the way they were handled by the office, were consistent with post-employment restrictions applicable to Hampton.

- **Affirmative steps were taken within the office to limit communications within the office on official email and to move email communications to Gmail.**
    - To the best of Senator Ensign's recollection his Senate office policy on emails was changed when he was at the National Republican Senatorial Committee to ensure, as a general matter, that official resources (including official email) were not used if there was any question as to whether a matter or communication was campaign, personal, or official. This was not an effort aimed at facilitating contact with or the work of Doug Hampton.

2. Specific instances to be cited by the Special Counsel

With respect to the specific concerns that Senator Ensign understands the Special Counsel may raise with the Committee regarding Doug Hampton and issues relating to Allegiant Air, to the transition to DTV, or to the Ely Energy Center EIS, Senator Ensign has provided detailed responses and voluminous information and exhibits to the Committee regarding these matters, including in, but not limited to, his responses of: November 20, 2009; February 17, 2010; and May 14, 2010. As a general matter respecting any concerns relating to these specific issues, because these responses were detailed and voluminous Senator Ensign can only summarize them here, but he refers the Members of the Committee to these previous responses and exhibits and asks the Members to review them with care (the narrative portions of these responses are included with this letter at Tab B).

a. Allegiant Air

As to Allegiant Air matters generally, Senator Ensign stated to the Committee in his November 20, 2009 responses:

> If, as appears to be the case and as Senator Ensign has become aware, Doug Hampton had some incidental contact with members of his staff, these incidental contacts did not influence his official decisions or actions regarding Allegiant Air. Senator Ensign undertook official actions regarding Allegiant Air because he firmly believed that these actions were in the best interests of his constituents, of his state and of the United States. Emails and other materials included with these Responses at Exhibit B17 [and in other responses provided by Senator Ensign to the Committee] document just part of the long history of official concern and involvement by Senator Ensign, and his staff, on matters relating to Allegiant Air, a business of great importance to Nevada. These emails and materials also confirm the long history of personal involvement between Senator Ensign and Maurice Gallagher on Allegiant Air related matters.

Senator Ensign did not undertake any official action regarding Allegiant Air for or because of Doug Hampton, nor was he influenced to do so by Hampton, nor, to the best of his recollection, did Doug Hampton ask him to do so. The history of his involvement with Allegiant Air and its issues was well established before Doug Hampton became involved with the company. As to the March 11, 2009 lunch in the Senate dining room, Senator Ensign stated in his February 17, 2010 responses to the Committee:

> Senator Ensign does not recall matters of official interest to Allegiant Air being discussed at the March 11, 2009, Senate dining room lunch with Maury Gallagher, Doug Hampton, Ponder Harrison and John Lopez. Senator Ensign recalls that he specifically did not meet the Allegiant Air individuals in his office on that day because he wished the meeting to be of a personal and social, rather than of an official, nature. Senator Ensign recalls that he was informed at the lunch how Allegiant Air's business was faring. Senator Ensign recalls personal and social topic of conversation at the lunch: the golf success of Ponder Harrison's son Charlie; the children of Ponder Harrison, Doug Hampton and Senator Ensign; and bike riding.. . .

b. DTV

As to the transition to DTV for the border television market, while there appear to have been email contacts by Doug Hampton with John Lopez on this issue on June 18 and 19, 2008 [se emails provided to the Committee at Exhibit B5 of Senator Ensign's November 20, 2009 Response], Senator Ensign did not undertake any official action regarding this issue for or because of Doug Hampton, nor was he influenced to do so by Hampton, nor, to the best of his recollection, did Doug Hampton ask him to do so.

c. Ely Energy Center

With regard to the issuance of an Environmental Impact Study ("EIS") on NV Energy's Ely Energy Center, Senator Ensign did not undertake any official action regarding NV Energy or the Ely Energy Center EIS for or because of Doug Hampton, nor was he influenced to do so by Hampton, nor, to the best of his recollection, did Doug Hampton ask him to do so. As Senator Ensign stated to the Committee in his November 20, 2009 Responses:

> If, as appears to be the case and as Senator Ensign has become aware from certain emails provided with these Responses, Doug Hampton had some incidental contact with members of his staff, these incidental contacts did not influence the Senator's official decisions or actions regarding NV Energy in general or the Ely Energy Center EIS in particular. Senator Ensign undertook official actions regarding NV Energy because he firmly believed those actions were in the best interests of his constituents, of his state and of the United States. The materials included with these Responses at Exhibit 12 [and in other responses provided by Senator Ensign to the Committee] establish the longstanding and extensive involvement by Senator Ensign, and his office, in connection with the Ely Energy Center, dating back to before Doug Hampton was an employee in the Senator's office. The November 18, 2008, letter to Secretary Kempthorne was entirely consistent with the Senator's longstanding position on the Ely Energy Center; indeed, failure by the Senator to take such an action would have been contrary to his practice and to his clear position on this issue.

II. **The gift check to the Hamptons**

Senator Ensign understands that the Special Counsel may raise concerns to the Committee that the April 2008 gift check for $96,000 from his parents to the Hamptons was some kind of "severance"/salary payment rather than a gift.

Senator Ensign has already acknowledged to the Committee that, both before and after his parents provided their gift check to the Hamptons, he did on occasion use the word "severance" in connection with money provided, or potentially to be provided, to the Hamptons. Indeed, on December 16, 2009, for example, Senator Ensign provided the Committee with a June 16, 2009, draft public statement in which he used the phrase "the equivalent of six months severance."

But there is no evidence that Senator Ensign in connection with this matter ever used, or intended to use, the word "severance" with any fixed or specific meaning, and certainly not with any legally defined meaning. Indeed, the Committee itself has never indicated to Senator Ensign what its operative definition of "severance" is or has been in this matter, perhaps in part because "severance" is simply not a specifically defined legal term of art.

Senator Ensign acknowledges that he wanted to provide some money to the Hamptons to *compensate* them for his actions, in the sense of making some reparation, expiation or amends to them, to make them whole. But there is no plausible way in which this state of mind of Senator Ensign constitutes legally cognizable or actionable proof that his parents' independent action of providing their gift to the Hamptons was *compensation* in the sense of salary or other payment for work (either for the campaign or Senate office). And this is so even if Senator Ensign may have used the term "severance" in discussing money for the Hamptons with his parents. People often say "in the nature of severance" to describe any money someone receives after he or she leaves employment. When severance pay is actually arranged, it will be done and processed as salary was -- through a payment service, with taxes and other deductions made, etc.

What must control the Committee's consideration of the $96,000 check from Mike and Sharon Ensign to the Hamptons is Mike and Sharon Ensign's own intentions regarding that check, and the evidence is clear that they intended and gave that check as a gift from them. They gave the check structured in a way – payments of $12,000 from each of two individuals to each of four individuals – to specifically conform to gift tax requirements, because the check was, and was intended to be by them, a gift from them to members of the Hampton family.

Senator Ensign understands that, based on their testimony before the Special Counsel, the Special Counsel may have had concerns that Mike and Sharon Ensign may not have "paid for the Hampton family to vacation in Hawaii from December 26, 2006, to January 2, 2007," as both stated in their affidavits provided to the Federal Election Commission. Senator Ensign understands that the Special Counsel's concerns were based on his parents' apparent inability to recall during their testimony in this matter that they paid for any expenses for this trip other than by providing flights on a private jet. Senator Ensign understands that it is the Special Counsel's view that the alleged absence of a previous substantial gift (expenses for the Hawaii trip) provided by Mike and Sharon Ensign to, or for benefit of, the Hamptons constitutes some degree of evidence that the check for $96,000 was not a gift from them to the Hamptons. To begin with, whether the $96,000 was intended to be a gift does not depend on whether the Ensigns had given a gift before. One does not follow the other. In addition – and he asks the Committee to note this carefully – Senator Ensign understands that *his parents now do in fact recall paying for other expenses incurred by the Hampton and Ensign families on this Hawaii trip in the amount of roughly $50,000*, as evidenced by two checks from Sharon Ensign to Citibank to pay expenses for the trip charged to John and Darlene Ensign's credit card. Copies of these two checks – one for $30,000 and dated "12-21-06" and one for $17,000 and dated "1-30-07" – are provided with this submission at Tab C.

In considering the $96,000 check from Senator Ensign's parents to the Hamptons, the Members of the Committee may ask whether that payment could appropriately be considered a gift, once the term "severance" arose in connection with discussions surrounding the payment. The Members of the Committee may view some of the arguments set forth above as to why the payment was a gift, and not "severance," as word

games, as an attempt, that is, to show that names of things should control rather than their substance. First of all, as shown above, in substance and in reality the $96,000 check from Mike and Sharon Ensign to the Hamptons was a gift because it was independently intended and given by Mike and Sharon Ensign as a gift. Period.

Secondly, however, counsel for Senator Ensign is aware of at least one past instance in which the Committee, or its staff – in advising a Member as to the possibility of providing additional funds to valued staff either by supplementing Senate compensation with personal funds or by giving a personal gift – appropriately advised that, provided the requirements of applicable tax law are met, the decision as to how to provide the payments, whether as gifts or as pay, is within the discretion of the Member. Counsel is also aware of at least one other instance in which Senate staff, or their family members, have received substantial gifts of cash from an employing Member. Undoubtedly, there have been and will be other such perfectly appropriate instances where it is left to a Member to decide whether to provide additional funds to an employee through a gift or through personal supplementation of salary. The point being made here is that a past or present employment situation does not preclude the legitimate giving of a gift, a) even from employer to employee (and certainly not from an independent source, such as, in this matter, Mike and Sharon Ensign) and b) even where previous thought may have been given to providing additional funds to the employee through supplementation of salary.

III. **Alleged deletion of evidence**

Senator Ensign understands that the Special Counsel will raise concerns with the Committee that he, or staff acting for him, deleted electronic evidence in this matter, allegedly in a deliberate attempt to conceal relevant evidence from the Committee. Senator Ensign wishes the Members of the Committee to know that he did not delete any evidence in this matter, nor did he ask or suggest that anyone else do so, in an effort to conceal any evidence from the Committee.

As to the closing of his Gmail account in October 2009 and any related action regarding that account, Senator Ensign took this step because the relevant email address had been published in *The New York Times*. Once news made clear that former Governor Palin's accounts had been hacked, Senator Ensign was concerned that hackers would gain access to his emails and computer data. This clear and present security concern was raised with him by his office information technology expert. Again, an event taking place (e.g., changing e-mail accounts) after another event (e.g., a general request for data to be preserved) does not mean that the first caused the second. And, the Senator's bringing matters and materials to the attention of the Committee through this inquiry show his intent was not to impede the review.

Senator Ensign understands now that he may not have sufficiently understood personally the relevant document preservation notices in this matter, including, for example, as to whether the notices were intended to apply only to past communications or also to any ongoing communications. Senator Ensign acknowledges the importance of these notices; although he does not wish to excuse his lack of sufficient personal focus on the scope of

these notices, he does wish to apologize to the Committee if any material relevant to its inquiry was deleted because of his lack of focus.

He also wishes the Committee to note, however, that through his voluminous responses he in fact voluntarily provided the Committee with many, many pieces of embarrassing and potentially damaging evidence, including emails between him and Doug Hampton and emails between John Lopez and other staff with Doug Hampton. He provided documents relevant to the "severance" questions, including documents showing his use of the word "severance." And he provided such evidence and such documents as easily accessible and identifiable items in his specific responses to the Committee, not just as part of his unprecedentedly broad provision to the Committee of computer hard drive and computer server materials. Senator Ensign's specific provision of so many items of embarrassing and potentially damaging evidence undercuts any argument that he, or others acting for him, deleted or destroyed evidence to conceal it from the Committee.

Senator Ensign may have made mistakes in connection with preservation of some materials in connection with this matter. He may have made a mistake in failing to realize that his computer in his home was covered by the Committee's requests in this matter. He acknowledges that the Committee would even be justified in calling these stupid mistakes on his part, because, he acknowledges, that's what they were. But he wants to emphasize to the Committee that he did not delete or destroy evidence to conceal it from the Committee or to impede the inquiry in any way

IV. **Alleged employment discrimination**

Senator Ensign understands that the Special Counsel may raise concerns with the Committee that the end of Cynthia Hamptons employment with Senator Ensign's campaign and the end of Doug Hampton's employment in the Senate office may each constitute discrimination based on sex if the affair between Cynthia Hampton and Senator Ensign was unwelcome by Ms. Hampton.

As Senator Ensign, through counsel, stated in his first submission to the Committee in this matter on July 21, 2009, he does not wish in way to excuse or justify his affair with Ms. Hampton. As Senator Ensign also indicated in that submission, however, allegations of sexual discrimination in the employment context by Senator Ensign against either of the Hamptons are unsound and unfounded, legally, factually and practically.

On the issue of alleged employment discrimination, the instant submission incorporates by references the relevant points made at pages four through seven of the July 21, 2009 submission, which is included here at Tab D. But two important additional factual and legal points need to be made here. First, Senator Ensign understands that the Hamptons have acknowledged that Cynthia Hampton's affair with him went on for several months after both she and her husband left his employ. The evidence therefore establishes that the affair between Cynthia Hampton and Senator Ensign was mutually consensual and not connected to the employment in any way.

This leads to the second point: *consensual relationships do not give rise to employment discrimination claims*. For example, in the Title VII context, in Platner v. Cash & Thomas Contractors, Inc., 908 F.2d 902, 903 (11th Cir. 1990), the wife of the business owner's son became "extremely jealous" of one of the female employees, suspecting that her husband and the female employee, Platner, were having an affair. The owner of the business became aware of the conflict and terminated Platner because he "perceived this as a threat to his son's family unit," despite the fact that Platner had been an otherwise satisfactory employee. Id. at 903-04. The Eleventh Circuit affirmed the dismissal of Platner's Title VII claim, emphasizing that the "ultimate basis for Platner's dismissal was not gender but simply favoritism for a close relative." Id. at 905. Several District Courts have reached the same conclusion. See. E.g., Kahn v. Objective Solutions, Int'l, 86 F.Supp.2d 377, 382 (S.D.N.Y. 2000) (not Title VII action where employee who had a consensual sexual relationship with her employer was fired at the insistence of his wife); Campbell v. Masten, 955 F.Supp. 526, 529 (D.Md. 1997) (no Title VII action where employee who had consensual sexual relationship with her supervisor was fired because he saw her as a threat to his marriage); Freeman v. Continental Technical Serv., Inc., 710 F.Supp. 328, 331 (D.GA. 1988) (no Title VII action where employee who had consensual sexual relationship with her boss was fired when she became pregnant).

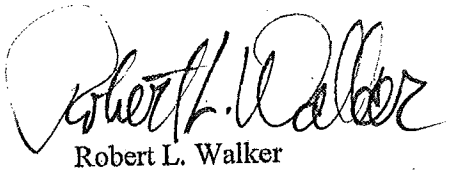
Understandably, Members of the Committee may have very strong personal feelings about the affair between Senator Ensign and Cynthia Hampton and about any connection it may have had with the end of Cynthia and Doug Hampton's employment with Senator Ensign. But the Committee must act on the basis of the law, not on personal feelings however strong or valid. There is no basis for the Committee to make any finding or statement against Senator Ensign regarding alleged sexual discrimination. This truly stretches both the law and facts beyond any substantial basis in the record for doing so.

* * *

On behalf of Senator Ensign, we conclude by noting again that he is not proud of his conduct nor is he asking that his improper conduct be ignored. However, he is asking that the Committee not conclude there was intentionality when that was not the case, not include topics that are far removed from the core issues in the inquiry, and recognize that he has taken the ultimate act of sanctioning himself in the harshest way the Committee could have recommended or the Senate could have voted -- by resigning from the Senate and acknowledging his errors. Acknowledging ones errors, however, is not the same as admitting that one had the intent to violate the law -- this he did not do, but he has paid the price as if he had.

Senator Ensign and his counsel appreciate the opportunity to have participated in the process and to have been given the chance to make this submission. We will seek to discuss this and any further stages of the Committee process with the Special Counsel and the staff.

Sincerely,



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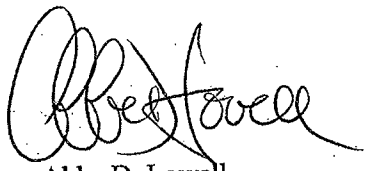

Abbe D. Lowell
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Enclosures

cc: The Honorable Barbara Boxer, Chairman
The Honorable Johnny Isakson, Vice Chairman
The Honorable Sherrod Brown
The Honorable Pat Roberts
The Honorable Benjamin Cardin
The Honorable James E. Risch
Carol Elder Bruce, Special Counsel
John C. Sassaman, Chief Counsel and Staff Director