

January 18, 2016

Senator Lisa Baker
362 Main Capitol Building
Senate Box 203020
Harrisburg, PA 17120-3020

Dear Senator Baker:

I am in receipt of your letter, dated January 13, 2016, to Bruce R. Beemer, First Deputy Attorney General of Pennsylvania, which includes 24 questions regarding my appointment as Special Deputy Attorney General to Conduct an Independent Investigation in order to assure public confidence in the integrity of the prosecutorial and judicial functions in the Commonwealth. In particular, on December 1, 2015, I was charged by the Attorney General of Pennsylvania with the responsibility to conduct an independent review of well over one million emails on the Office of the Attorney General's ("OAG") email system to determine what rules, regulations, codes, policies or laws may have been violated by current or former members of the OAG, members of the judiciary or other public officials..

I can only assume that, as an elected State Senator, you too share the concerns of the citizens of Pennsylvania regarding the diminished trust and confidence of your constituents regarding the judicial and criminal justice system, in general, and the Office of the Attorney General, in particular, as a result of the purported contents of the emails. I also believe that you welcome an independent review of the materials and look forward to my report and findings

I will note that it is curious that you chose not to address your inquiry to Attorney General Kane, or even to me. Further, I do not understand how my investigation has any relevance to what I understood to be the issue being heard before your committee as to whether an Attorney General with a temporarily suspended license -- who could thus not temporarily "practice law" -- could continue to serve as Attorney General. This is particularly true because, obviously, hiring and firing does not require a law license and, in this case, the Attorney General was explicitly hiring someone other than she to practice law with respect to certain matters. Nevertheless, I will endeavor to answer the questions contained in your letter to supplement any answers provided by others so that you and your Committee will have as complete and accurate a record as possible for your deliberations. Of course, I am always available to meet in person or by telephone if you or any of your colleagues have remaining questions. .

1) The determination that a Special Prosecutor or Special Deputy Attorney General is necessary rests exclusively within the purview of the duly elected Attorney General of Pennsylvania. Indeed, the Attorney General is the only Executive Branch official who has the unquestionable authority to appoint such a person pursuant to the Commonwealth Attorneys Act.

2) The Commonwealth Attorneys Act of Pennsylvania provided authority for my appointment.

3) As noted above, the Attorney General made this determination and I am not in a position to answer this question. It is clear to me that given the nature and volume of the emails that have already been publicly released, the Attorney General appropriately determined that there is a serious issue regarding the integrity and impartiality of the judicial and criminal justice system in Pennsylvania, and that, rather than ignoring the issue, an independent review and report would be critical to restoring the confidence and trust of the citizens of Pennsylvania in that system.

4) The Charge was issued by the Attorney General and the contract with BuckleySandler, which I have not reviewed and was not involved preparing, was, to my understanding generated, reviewed and approved through the OAG's standard contractual process that approves contracts for form and legality.

5) The process of my appointment was in accordance with the powers vested in the Attorney General under the Commonwealth Attorneys Act. As noted above, my understanding is that the standard process for reviewing and approving the Contract was followed.

6) I do not know whether any OAG lawyer reviewed the Charge before it was signed, nor am I aware of any procedure or regulation at the OAG that requires OAG lawyers to review such decisions by the Attorney General.

7) It is my understanding that Mr. Robert Mulle, Executive Deputy Attorney General signed the Contract as to "form and legality", consistent with my understanding that this is standard practice, and others in the OAG may have reviewed the contract as well.

8) By definition, each time the OAG has appointed an independent or Special Deputy in the past, the unique circumstances of that case dictate the language of the Charge. Of course, these circumstances are unique in that I am unaware of any historical precedent in Pennsylvania where there were multiple public and government officials transmitting the types of emails purportedly involved in this case through the OAG server.

9) My qualifications include, among many other qualifications, that I graduated with honors from Yale University and graduated from the University of Virginia Law School; clerked on the highest Court in Maryland; worked for two years at a national law firm; served six years as an Assistant United States Attorney; served eight years as the State's Attorney for over one million people living in Montgomery County, Maryland, including overseeing the legal investigation and ultimately the prosecution of the Beltway Snipers; and served as Maryland Attorney General for eight years, including one year as President of the National Association of Attorneys General. I am not aware of the memorandum referenced in the question relating to the operation of the OAG.

10) The Attorney General indicated that she was considering others for the assignment but that decision and process were hers.

11) My responsibilities commenced on December 1, 2015, with the Charge of the Pennsylvania Attorney General that contains terms of the contractual payment relationship, specifically that that I "shall receive compensation at the per diem rate equal to the annual rate of basic pay payable to the Attorney General." My understanding is that the language and rate is consistent with the expired Pennsylvania Independent Counsel Authorization Act.

12) The contractual relationship between BuckleySandler and the OAG is reflected in the contract entered into between them which I believe is publicly available.

13) The Attorney General, consistent with her vested legal authority, responsibility to the Commonwealth and Charge, would be responsible for the release of the emails;;

14) The Attorney General and members of the OAG have not violated any rule, regulation, or law by providing the emails to me. To the contrary, the very purpose of the review of the emails is in part to determine what rules, regulation, or laws might have been violated and by whom.

15) The emails were delivered in December, 2015.

16) We have not reviewed the emails in their entirety at this time so we are unaware of their specific contents. We do not intend to disclose the nature of any emails, other than those relevant to the Charge and which we intend will be publicly released consistent with Pennsylvania law and regulation.

17) No one in the OAG waived any rights or privileges, or violated any rules, regulations, or laws by providing the emails for an independent review consistent with the Charge. In fact, the very purpose of the independent review is to discern what, if any, rules, regulations, or laws might have been violated and by whom.

Senator Lisa Baker

January 18, 2016

Page 4

18) No non-publicly released emails were reviewed prior to the signing and return to the OAG of grand jury secrecy oaths.

19) Yes, Mr. Beemer has requested return of the emails. The motives of why anyone at the OAG would ask for the return of emails from the OAG server being reviewed by an independent investigator to determine whether improper materials were transmitted by members of the OAG would be a matter of speculation on my part.

20) I advised Mr. Beemer that there is no basis for the return of any emails received and that no violations of any law, rule or regulation have resulted from the provision of those emails. Further, I advised him that to the extent that there any steps that need to be taken beyond the execution of grand jury secrecy oaths with respect to any of the emails received or that may be requested in the future, we need to work together expeditiously and cooperatively to ensure that the necessary independent review can continue to be conducted in compliance with all applicable laws and regulations.

21-24) I am not in a position to provide any information on these four questions.

Again, please feel free to reach out if I may be of any assistance.

Sincerely,



Douglas F. Gansler