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Councilmember Kenyan McDuffie, Chairperson
Committee on Government Operations
John A. Wilson Building
1350 Pennsylvania Avenue, NW
Washington, D.C. 20004

Testimony of Craig Holman, Public Citizen, regarding the District of Columbia Pay-to-Play Proposals[1]

Dear Committee on Government Operations:

The Council of the District of Columbia is to be applauded for attempting to address one of the most pernicious problems threatening the integrity of the government at all levels: the "pay-to-play" culture in which campaign contributions from potential contractors to those responsible for awarding the contracts may unduly influence the government contracting process.

Currently, the federal government, Securities and Exchange Commission, 15 states and dozens of local communities from Los Angeles to Philadelphia, have some form of restrictions on campaign contributions from government contractors in an effort to rein in some sensational cases of government corruption. (*See* Appendix A, "Pay-to-Play Restrictions on Campaign Contributions from Government Contractors, 2012").

Both proposals – the "Comprehensive Campaign Finance Reform Amendment Act" (introduced by Chairman Phil Mendelson at the request of the Mayor) and the "Campaign Finance Reform, Transparency and Accountability Amendment Act" (introduced by Councilmembers David Grosso and Tommy Wells) – would vastly improve the government contracting process in the District of Columbia. They are in fact nearly identical. Both proposals stand out for their breadth and scope and because they build upon knowledge gained from the experiences of other states. The Mayor's proposal includes several additional elements useful for an effective pay-to-play policy, such as a cure provision of seeking a return of inadvertent contributions that violate the limits as well as well-defined enforcement actions that could disqualify a business from future contracts for a period of time.

The Mayor's proposal squarely addresses the appearance, as well as the actuality, of the pay-to-play scandals that have plagued recent elections in the District. The measure provides a well-tailored set of procedures that will go a long way toward rebuilding public confidence in DC

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elections and public confidence that contracts are awarded in the District based on merit and not campaign money.

A. Pay-to-Play Is A Pervasive Problem – that Stands to Harm Everyone

The District of Columbia, like several jurisdictions around the nation, is embroiled in a series of "campaign-contributions-for-government-contracts" scandals that have caused immense harm to the image and credibility of DC government. It is important to keep in mind these scandals do not just damage the public's confidence in government. They often end up wasting taxpayer dollars; causing the business community to think twice about engaging in government services; and frequently endangering otherwise promising careers of public officials.

Pay-to-play corruption, in which government contractors use campaign contributions and expenditures to curry favor with politicians in an effort to win lucrative government contracts, has long plagued the government contracting process at the federal, state and local levels. Some contractors simply know how to "grease the wheels" with campaign money in order to win taxpayer-financed contracts, which can lead to misused taxpayer dollars and be extremely costly and wasteful.

As former U.S. Attorney Christopher Christie (now New Jersey governor) described the situation of campaign contributors routinely winning government contracts in New Jersey, which led to that state's law restricting campaign contributions from government contractors: "Contracts are being given for work that isn't needed. Or second, contracts are given to people who aren't qualified to do the job, so the job isn't done right and they have to come back and do the work again."

Conversely, in a campaign environment where lawmakers may take desperately-needed campaign contributions from companies bidding for government contractors, the propensity for extortion becomes quite strong. As we have recently seen in the case of former Illinois Gov. Rod Blagojevich, who is now sitting in prison, he offered a highway contractor additional state funding for a project in exchange for campaign contributions.[2] Just as damaging, if businesses believe they must "pay to play" in the government contracting process, many of the more legitimate and cost-effective businesses may simply opt out.

In a political environment with few safeguards against campaign contributions from government contractors, pay-to-play abuse can easily become a cultural norm for contractors and lawmakers, catching both by surprise when abuse turns into public scandal. The consequences can be serious. It's easy to get a picture of how damaging even a hint of pay-to-play corruption can become:

- Last week, a Pennsylvania grand jury indicted eight people, including former Senate Democratic leader Robert J. Mellow, former Turnpike Commission Chairman Mitchell Rubin, and onetime turnpike CEO Joseph Brimmeier, with crimes of dangling the

[2] Natasha Korecki & Abdon M. Pallasch, "Illinois Governor Rod Blagojevich Taken into Federal Custody," *Chicago Sun-Times* (Dec. 9, 2009), *available at* http://www.suntimes.com/news/metro/blagojevich/1321300,rod-blagojevich-illinois-governor-custody-120908.article.

promise of lucrative turnpike contracts to raise campaign money or be lavished with meals, trips, or good seats at ballgames from potential contractors. Several contractors have also been indicted.[3]

- Former Illinois Gov. George Ryan, once rumored to be in the running for a Nobel Peace Prize, spent five years in prison and is currently under home confinement due largely to pay-to-play corruption. He joins former Connecticut Gov. John Rowland in disgrace for trading contracts for campaign contributions.

- Hawaii's Campaign Spending Commission exposed, bit by bit, a scandal in which respected architects and engineers illegally made campaign contributions in the names of their employees, wives and children in order to win government contracts. The results of the investigation resulted in $1 million in fines, jail time for a prominent lawyer, resignation of a Honolulu police commissioner, and the election of Hawaii's first Republican governor in 40 years.

Clearly, the District of Columbia is not alone in the field of pay-to-play allegations. Nor is the District immune to the damages and political consequences wrought by such scandals.

B. Pay-to-Play Reform Is a "Government Contracting" Reform

Pay-to-play reform should be viewed as reform of government contracting procedures, not as a campaign finance law. Rather than limit contributions across-the-board, an effective pay-to-play reform ends the exchange of cash between a very narrow class of business interests and those persons who are responsible for regulating those business interests.

Several jurisdictions impose comparable prohibitions on the exchange of money between the regulated community and the regulators – not as a campaign finance law, but as a means to ensure the integrity of the regulatory and contracting process. Delaware, Florida, Montana, and Washington prohibit insurers from making contributions to candidates for the Office of Insurance Commissioner.[4] The State of Florida also prohibits licensed food outlets and convenience stores from contributing to Commissioner of Agriculture candidates.[5] In Georgia, public utilities are prohibited from contributing to any political campaign.[6] Georgia law further prohibits any regulated entity from contributing to any candidate for the office that regulates that entity.[7]

Perhaps the most effective of these pay-to-play reforms governs municipal bond investors under the Securities and Exchange Commission adopted in 1994. The SEC, under the leadership of former Chair Arthur Leavitt, developed Rule G-37 which prohibits brokers, dealers, municipal securities dealers, and their PACs from making campaign contributions in excess of $250 to

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[3] Angela Couloumbis and Amy Worden, "Pay to Play Charges in Pennsylvania Turnpike Probe," *Philadelphia Inquirer* (March 14, 2013).
[4] Delaware Code 18 §2304(6), Florida Statutes Title XXXVII §627.0623, Montana Code Ann. 33-18-305, and Washington RCW 48-30.110
[5] Florida Statutes Title IX §106.082.
[6] Official Code of Georgia Ann. 21-5-30(f).
[7] Official Code of Georgia Ann. 21-5-30.1.

issuer officials for two years prior and through termination of the securities contract. In addition, the rule requires regular disclosure of campaign contributions from investment business entities to allow public scrutiny.

Since then, many state and local jurisdictions have adopted their own pay-to-play reforms, almost always in response to a sensational scandal. [For a description of the scandals underlying pay-to-play laws around the nation, see "Pay-to-Play Laws in Government Contracting and the Scandals that Created Them," at: http://www.citizen.org/documents/wagner-case-record.pdf]. Many of these states have built upon the legislative experience of others and refined their laws to more effective address the problems at hand. Connecticut, Illinois and New Jersey, along with the City of Philadelphia, now have some of the most effective pay-to-play laws on the books.

Previously, in jurisdictions with pay-to-play laws, government contractors often side-stepped restrictions on campaign contributions by: (1) bundling contributions from senior executives within the business, rather than providing a contribution directly from the business coffers; (2) providing campaign contributions before or after the term of a contract; and (3) escaping detection for violating the law because of an absence of special reporting requirements for contractors; and (4) ignoring the law altogether because it lacks any meaningful enforcement for violations.

An effective pay-to-play law generally contains the following provisions:

- A restriction on campaign contributions from the "business entities" that comprise government contractors – defined to include not just the companies themselves but also their owners, decisionmaking officers and spouses. This way, attempts to buy government contracts though bundling by the owners and management of a contractor will also be thwarted.

- A low contribution limit from the business entities during pre-negotiation for contracts, about one or two years before negotiations begin.

- A contribution ban from the entities from negotiation through termination of the contracts, or even for a limited period following termination of the contracts.

- Covered officials whom cannot receive campaign contributions from contractors should include candidates who are or could be in a position of influencing the contract award, and political party committees that involved in the election of those candidates.

- Contractors themselves should be required to report any campaign contributions made by members of the business entities and sign an affidavit with the contracting authorities that no breach of the pay-to-play law has been made. Without this transparency, it is nearly impossible for election boards to cross-tabulate campaign finance data with government contractors.

- Contractors should be allowed to "cure" any illegal contributions made inadvertently by executive personnel of the business entities by asking and receiving that any such

campaign contributions be returned. With such a broad definition of business entities subject to the pay-to-play restrictions, inadvertent violations are likely to occur on occasion and should be subject to remedy. A cure provision in New Jersey's law helped save the law from constitutional challenge.[8]

- Enforcement actions for egregious violations of the law by contractors should include disqualification for future contracts for a period of time, hitting the business where it hurts most.

C. Well-Tailored Pay-to-Play Reform Is Constitutional

The first challenge to pay-to-play reforms – *Blount v. SEC*, in which bond underwriter William Blount challenged the SEC Rule G-37 in 1995 – was soundly rebuffed by the courts. The federal appellate court, which decided the case, ruled that "the regulation is closely drawn and thus 'avoid[s] unnecessary abridgement' of First Amendment rights… Rule G-37 constrains relations only between the two potential parties to a quid pro quo: the underwriters and their municipal finance employees on the one hand, and officials who might influence the award of negotiated municipal bond underwriting contracts on the other. Even then, the rule restricts a narrow range of their activities for a relatively short period of time. The underwriter is barred from engaging in business with the particular issuer for only two years after it makes a contribution, and it is barred from soliciting contributions only during the time that it is engaged in or seeking business with the issuer associated with the donee."[9] The U.S. Supreme Court declined to review the case. (In a separate case in 2009, the same William Blount pleaded guilty to conspiracy and bribery in attempting to secure municipal bond contracts and agreed to forfeit $1 million to the SEC.[10])

The courts since then have generally been protective of these efforts to preserve the integrity of the government contracting process through pay-to-play laws. Connecticut's sweeping pay-to-play law was recently upheld in federal appellate court, in *Green Party of Connecticut v. Garfield*.[11] A challenge to the federal pay-to-play law, *Wagner v. FEC*,[12] was also rebuked by a federal district court last year, which is under appeal.

The Colorado State Supreme Court invalidated that state's pay-to-play law in 2010 because of it being overly broad.[13] The law applied to collective bargaining agreements as well as government contracts and prohibited any business or union that made a contribution to a local candidate from qualifying for a state government contract. The Colorado law, and the decision striking it down, is considered an outlier among pay-to-play laws and court decisions.

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[8] Appeal by Earle Asphalt Company, A-37-08 (2009). The New Jersey Supreme Court upheld the state pay-to-play law in its entirety without writing a formal opinion.
[9] Blount v. SEC, 61 F.3d 968 (1995)
[10] Ken Doyle, "J.P. Morgan to Pay $75 Million, Forfeit $647 Million Over Alleged Role in Muni Scam," *BNA Money & Politics Report* (Nov. 5, 2009).
[11] Green Party of Connecticut v. Garfield, 616 F.3d 189 (2010).
[12] Wagner v. Federal Election Commission, civ. 11-841 (U.S. Dist. Court for the Dist. of Columbia, 2012).
[13] Dallman v. Ritter, 225 P.3d 610 (2010).

D. The "Comprehensive Campaign Finance Reform Amendment Act of 2013" Squarely Addresses Pay-to-Play Problems in the District of Columbia

The pay-to-play provision of the "Comprehensive Campaign Finance Reform Amendment Act of 2013," introduced by Chairman Phil Mendelson at the request of the Mayor, is based on the experiences of government contracting corruption in other states. It includes all the key components of the nation's toughest pay-to-play laws and would squarely address the recent election scandals seen in the District of Columbia.

If adopted, the mayor's pay-to-play reforms would be among the strongest in the nation. Government contractors would be prohibited from making campaign contributions to, or expenditures on behalf of, any District candidate or official who is or could be involved in awarding the contract. Similarly, they cannot give to or spend on behalf of any political committee associated with an individual or nonprofit group controlled by the candidate or official. "Government contractor" is broadly defined to include all senior executives of the company as a whole seeking a contract. Even the spouses and dependent children of the executives would be limited to contributions of no more than $300 per election to covered officials and their committees. It requires contractors to certify to the contracting authority that they and their executives are in compliance with the law. The Mayor's proposal allows a contractor to cure an inadvertent violation of the campaign finance restrictions without disqualification from the contracting process. Moreover, the Mayor's proposal offers strong enforcement actions against egregious violations, including civil and criminal penalties for government officials and disqualification from receiving future government contracts for contractors.

By taking the simple step of divorcing campaign contributions from government contracts, the pay-to-play reform proposal will help rebuild public confidence in the integrity of the District of Columbia's government contracting process. The measure also would provide useful guidance for public officials on how to avoid the political minefield of the appearance of corruption, whether justified or not, that accompanies pay-to-play practices. By breaking the nexus between campaign contributions and government contracts, the District can get back to the more important business of governance.

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Appendix A: Pay-to-Play Restrictions on Campaign Contributions from Government Contractors, 2012

	MSRB Rule G-37	CA	CT	HI	IL	IN	KY	LA	NE	NJ	NM	OH	SC	VT	VA	WV
What types of contracts are subject to "Pay to Play" limits?	Only no-bid contract.	No-bid contracts or entitlements issued by state or local agencies.	Both no-bid and competitive-bid contracts.	Both no-bid and competitive-bid contracts.	Both, except for highway projects eligible for federal highway funds.	State lottery contracts.	Only no-bid contracts.	Any entity holding a casino operating license	State lottery contracts.	Both, except for highway contracts, and those involving eminent domain	Both no-bid and competitive bid contracts.	Both no-bid and competitive-bid contracts.	Only no-bid contracts.	Both no-bid and competitive bid contracts with the State Treasurer's office.	Only no-bid contracts	Both no-bid and competitive-bid contracts.
What is minimum value of a contract subject to "Pay to Play" limits?	No minimum value.	No minimum value	$50,000 for a single contract or $100,000 for all contracts.	No minimum value.	$50,000 in aggregate annual state contracts.	No minimum value.	No minimum value.	No minimum value	$25,000	$17,500.	No minimum value.	$500 for a single contract or a series of contracts valued at $10,000 or more in a calendar year.	No minimum value.	No minimum value.	$5 million	No minimum value.
Which public officials are subject to "Pay to Play" limits?	Issuers of municipal securities.	Bans contribution to state and local agency officers, but exempts popularly elected officials.	State candidates and state and local party committees.	State and local candidates, parties, and committees.	State candidates and officials responsible for awarding contracts and their committees.	Candidates for state office., party committees, and legislative caucuses.	Candidates for governor.	Any person seeking election or reelection to public office	Candidates for statewide office.	Gubernatorial candidates and State and county party committees.	Elected officials ultimately responsible for awarding contract.	State and local officials ultimately responsible for awarding the contract or appointing administrators who award the contract.	State and local candidates responsible for awarding the contract.	Candidates for the office of State Treasurer.	Governor	State and local candidate, parties, and committees.

	MSRB Rule G-37	CA	CT	HI	IL	IN	KY	LA	NE	NJ	NM	OH	SC	VT	VA	WV
Which members of contracting entity are subject to "Pay to Play" limits?	Brokers, dealers, and municipal securities professionals	Agent or representative, majority shareholders	Board members, officers, managers, and those with least 5% ownership interest, as well as their spouses and children age 18 and older.	Just the business itself.	All members of the contracting entity with at least 7.5% controlling interest; officers, spouses, minors, and subsidiaries and non-profits.	Individual listed as an officer of the contractor, the business and any PAC of the contractor.	Individuals and their families with 10% ownership	Only casino gaming operator	The business, officer, a separate segregated fund, or anyone acting on their behalf.	All the principals with 10% ownership interest and spouses of individual contractors. Also subsidiaries and Section 527s controlled by the business entity.	Directors and officers of corporation; managers of LLCs; trustee; and immediate family members.	Just the business itself.	Just the business itself.	All owners, managers, officers, directors, partners. Does not include shareholders owning less than 1%.	Directors and officers of contracting entity	Just the business itself.
What are the "Pay to Play" limits for individual members of the contracting entity?	$250 per election to officials in the dealers district 2 years before to 1 year after the contract.	$250 during pendency of proceeding or within 3 months of agency decision. Agency officers must recuse from any decision in which they received contributions in excess of $250 within 12 months.	Covered individuals in the "contracting entity" may not make contributions during the contract period.	None.	Covered individuals in the "contracting entity" may not make contribution during the contract period and 2 years thereafter.	Contractor, officer of the contractor or PAC of the contractor may not make a contribution from award of contract thru 3 years after termination..	Of individuals with a 10% ownership interest--$1,000 per election for each individual and immediate family.	Any person licensed by the corporation or authorized by contract with the corporation to conduct gaming operations or gaming activities.	Contractor, officer of the contractor or PAC of the contractor may not make a contribution within 3 years of award of the contract. Moreover, the entity may not make a contribution or independent expenditure during term of contract thru 3 years after termination.	Covered individuals within the "contracting entity" $300 per election from 18 months prior to contract without disqualifying entity.	Covered individuals may not make contributions from contract negotiation through the award.	None.	None.	Covered members of the firm may not may be granted contracts if the firm has made or solicited contributions after July 1, 1997 and within 5 years of the contract date.	Covered individual may not donate more than $50 from negotiations thru award.	None.

	MSRB Rule G-37	CA	CT	HI	IL	IN	KY	LA	NE	NJ	NM	OH	SC	VT	VA	WV
What are the aggregate "Pay to Play" limits for all members of the contracting entity combined?	Same as for individual, if permitted by state and local law.	$250 from entity during pending decision and within 3 months of final decision.	$0 from the negotiation to the December 31st after the termination of the contract.	$0 from the award to the termination of the contract.	$0 from the negotiation to the termination of the contract.	Contractor, officer of the contractor or PAC of the contractor may not make a contribution from award of contract thru 3 years after termination.	$5,000 per election bundled from all officers and employees of business entity for no-bid contracts.	No entity that holds a casino operating contract shall be eligible to make a campaign contribution.	$0 from 3 years prior and for 3 years following the contract.	$300 aggregate per election from the entity 18 months or a full gubernatorial term before the award to the termination of the contract.	Covered entities may not make contributions from negotiation through award of contract.	$2,000 within 2 calendar years of the award.	$0 from the award to the termination of the contract, applies to individual contractors	$0 after July 1, 1997 and within 5 years of the contract date.	No aggregate limit	$0 from the negotiation to the termination of the contract.
What are the "Pay to Play" limits for PACs affiliated with the contracting entity?	$250 per election to officials in the dealers district 2 years before to 1 year after the contract.	A PAC affiliated with a party to a proceeding, agent of a party, or a participant in a proceeding are subject to contribution limits.	PACs fall within the aggregate limit for the business entity.	None.	PACs and non-profit groups fall within the aggregate limit for the business entity.	PACs affiliated with the contractor are included in the prohibitions that apply from award of contract thru 3 years after termination.	None.	None	PACS fall within the limit for the contractor.	PACs fall within the aggregate limit for the business entity.	None	None.	None.	A PAC affiliated with the contracting business or any of its covered individuals is subject to the contribution prohibition.	None	None.
What are the Pre-negotiation limits?	2 Years.	12 months	None.	None.	From the date of the RFP to the award of the contract.	3 years.	Election prior to current term.	None.	3 years.	18 Months or a full gubernatorial term.	None.	2 Years.	None.	5 years.	None	None.
Are there negotiation through termination "Pay to Play" limits?	Yes.	Yes, 12 months prior requires recusal; 3 months prior to decision violates the law.	Yes.	Yes, from the award to the termination of the contract.	Yes, either the term of office of the officeholder granting the award, or two years following the termination of the contract.	Yes, 3 years prior to award of contract thru 3 years after termination.	Through the current term of governor.	No.	Yes, 3 years prior thru 3 years after termination.	Yes.	Yes	Yes.	Yes, from the award to the termination of the contract.	No.	Yes, from negotiation thru award of contract.	Yes.

	MSRB Rule G-37	CA	CT	HI	IL	IN	KY	LA	NE	NJ	NM	OH	SC	VT	VA	WV
What are the post-termination limits?	1 year.	None.	December 31st after termination.	None.	2 years or term of office.	3 years.	Through the current term of governor.	None	3 years.	None.	None	None.	None.	5 years.	None	None.
What are the disclosure mandates for contractors?	Quarterly contribution reports.	Officers disclose donations more than $250 within the preceding year.	Prequalifying report available online.	Regular campaign reports.	Registration with the State Comptroller, and regular campaign reports.	None stated.	Regular campaign reports.	None stated.	None stated.	Signed compliance certifications and campaign reports.	Entity discloses donations more than $250 within prior 2 years.	Signed compliance certifications and campaign reports.	Regular campaign reports.	None stated.	None stated	Regular campaign reports.
Are Cures allowed?	Yes.	Yes	Yes.	No.	No.	No.	No.	No.	No.	Yes.	No	No.	No.	No.	No	No.
What are the Penalties for "Pay to Play" violations by government contractors?	Government contract cancellation and license suspension.	Disqualification of agency official from participating in proceeding; criminal sanctions and fines for violating election laws. Criminal penalties of up to $10,000 or 3 times the amount – Civil penalties of up to greater of $1,000 o	Government contract cancellation and eligibility suspension for 1 year as well as fines for violating election laws.	Fines for violating election laws.	Immediate contract cancellation, payment of money given to campaigns to the State, If there are more than 3 instances in a 36 month period, the business entity loses ALL State contracts, and cannot bid on new contracts for 3 years. In addition, offending business entities will be listed in the Illinois Register and the Procurement Bulletin.	Individuals who "knowingly or willfully" violate the statute can be convicted of a Class D Felony.	If found guilty of violating the "Pay to Play" limit for a gubernatorial candidate, the corporate entity will not be eligible for a government contract for the governors term of office. It will also be subject to fines for violating election laws.	The Corporation may institute an action in the district court to enjoin violations and hold the public officer liable for all costs of instituting and maintaining the action.	Contract cancelation, and "knowing or intentional" violations are punishable as a Class IV felony, which provides for a maximum sentence of up to 5 years, a $10,000 fine, or both.	Government contract cancellation, ineligibility for additional contracts for four years, as well as any additional penalties for violating contract and election laws.	Contract is terminated.	Fines or cancellation of the awarded contract.	Fines for violating election laws.	Termination of the contract. Contributions to candidates for Treasurer preclude contracts with Treasurer's office for 5 years.	Civil penalties up to twice the violating contribution.	Fines for violating election laws.

	MSRB Rule G-37	CA	CT	HI	IL	IN	KY	LA	NE	NJ	NM	OH	SC	VT	VA	WV
Enforcement Agencies	Municipal Securities Rulemaking Board; Securities and Exchange Comm.	California Fair Political Practices Commission; applicable state and local agencies	State Elections Enforcement Commission; Department of Administrative Services.	Hawaii Campaign Spending Comm.	State Board of Elections, State Comptroller Office	The Division of Security oversees the "integrity" of contracting.	Kentucky Registry of Election Finance; state procurement offices.	Louisiana Gaming Control Board	The Tax Commissioner must approve all contracts.	Contracting agency in the Department of the Treasury; ELEC (for campaign reporting violations.	Dept. of Finance; and contracting agencies	Ohio Elections Commission.	South Carolina Ethics Comm.	None stated.	Sec. of State	West Virginia Ethics Comm.
Statutory Cites	MSRB Rule G-37	Cal. Gov't Code § 84308	Conn. Gen. Stat. § 9-612.	HI Rev. Stat. § 11-205.5.	IL ST CH 30 § 500/50-37.	Ind. Code Ann. § 4-30-3-19.5 (West).	KRS § 121.05; § 121.330	LSA-R.S. § 27:261	Neb. Rev. Stat. § 9-835; and 49-1476.01(1)	NJ Perm. Stat. § 19:44A-20.13 et seq.	NM Stat. §13-1-191.1	ORC Ann. 3517.093, 3517.13, and 3517.992	S.C. Code Ann. § 8-13-1342.	Vt. Stat. Ann. tit. 32, § 109 (West).	Va. Code §2.2-3104.01; 2.2-4376.1	W. VA Code § 3-8-12.

Source: Craig Holman, Ph.D., Erica Tokar and Michael Lewis, Public Citizen (June 2012).