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United States Senate

COMMITTEE ON THE JUDICIARY

WASHINGTON, DC 20510-6275

December 22, 2025

**VIA ELECTRONIC TRANSMISSION**

Mr. Andy Jassy  
 President and Chief Executive Officer  
 Amazon.com, Inc.

Dear Mr. Jassy:

On December 17, 2024, I wrote to you about my oversight of the Joint Enterprise Defense Initiative (JEDI), including conflicts of interest that may have infected what was then a massive \$10 billion defense contract.<sup>1</sup> For close to a decade I've conducted oversight of the JEDI contract, starting during the first Trump administration.<sup>2</sup>

In my December 17<sup>th</sup> letter to you, I requested that you produce records related to Ms. Sally Donnelly, Mr. Andre Pienaar, Mr. Anthony DeMartino, and Ms. Teresa Carlson, among others.<sup>3</sup> The documents that you sent on June 18, 2025, have raised additional questions and did not fully respond to my requests.<sup>4</sup>

For example, I asked that you produce records without redactions. However, the documents provided to my office are littered with redactions.

For instance, one redacted document titled "Work Order effective January 1, 2018" references a fee provided to SBD but it's been redacted as "business sensitive."<sup>5</sup> The individual that signed the work order on behalf of AWS is also redacted.<sup>6</sup> I've included the full redacted work order in Attachment A at the end of this letter. There is no basis to hide this information from Congress, especially when Amazon

<sup>1</sup> Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Budget, to Mr. Andy Jassy, President and Chief Executive Officer, Amazon.com, Inc., (Dec. 17, 2024). On file with Comm. staff.

<sup>2</sup> See e.g., Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Judiciary, to Lloyd Austin, Secretary, U.S. Dep't of Defense, and Sean O'Donnell, Acting Inspector Gen., Dep't of Defense, Off. of the Inspector Gen., especially Exhibit A, Sally Donnelly, New Entrant Report, OGE Form 278e, and Exhibit B, Sally Donnelly, Termination Report, OGE Form 278e, (Oct. 24, 2022), [https://www.grassley.senate.gov/imo/media/doc/grassley\\_to\\_defense\\_deptdefenseinspectorgeneralsbdbadvisorsllcconflictsointerestreview1.pdf](https://www.grassley.senate.gov/imo/media/doc/grassley_to_defense_deptdefenseinspectorgeneralsbdbadvisorsllcconflictsointerestreview1.pdf); Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Judiciary, to Sean O'Donnell, Acting Inspector Gen., Dep't of Defense, Off. of the Inspector Gen., (Jan. 7, 2022), [https://www.grassley.senate.gov/imo/media/doc/grassley\\_to\\_defense\\_dept.inspectorgeneraljedicontract.pdf](https://www.grassley.senate.gov/imo/media/doc/grassley_to_defense_dept.inspectorgeneraljedicontract.pdf); Letter from Sen. Charles E. Grassley, Ranking Member, S. Comm. on Judiciary, to Sean O'Donnell, Acting Inspector Gen., Dep't of Def. (Aug. 31, 2021), [https://www.grassley.senate.gov/imo/media/doc/grassley\\_to\\_defense\\_dept.officeofinspectorgeneraljedireportfaults.pdf](https://www.grassley.senate.gov/imo/media/doc/grassley_to_defense_dept.officeofinspectorgeneraljedireportfaults.pdf);

Letter from Sen. Charles E. Grassley, Chairman, U.S. Senate Comm. on Finance, to Mark Esper, Secretary, U.S. Dep't of Defense. (Oct. 5, 2020), [https://www.grassley.senate.gov/imo/media/doc/2020-10-05%20CEG%20to%20DOD%20\(JEDI%20II\).pdf](https://www.grassley.senate.gov/imo/media/doc/2020-10-05%20CEG%20to%20DOD%20(JEDI%20II).pdf); Letter from Sen. Charles E. Grassley, Chairman, U.S. Senate Comm. on Finance, to Patrick M. Shanahan, Acting Secretary, U.S. Dep't of Defense, (Apr. 9, 2019), [https://www.finance.senate.gov/imo/media/doc/2019-04-09%20CEG%20to%20DOD%20\(JEDI\).pdf](https://www.finance.senate.gov/imo/media/doc/2019-04-09%20CEG%20to%20DOD%20(JEDI).pdf).

<sup>3</sup> Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Budget, to Mr. Andy Jassy, President and Chief Executive Officer, Amazon.com, Inc., (Dec. 17, 2024). On file with Comm. staff.

<sup>4</sup> Letter from Shannon L. Kellog, Vice President, AWS Public Policy — Americas, to Sen. Charles E. Grassley, Chairman, U.S. Senate Comm. on the Judiciary, (Jun. 18, 2025). On file with Comm. staff.

<sup>5</sup> On file with Comm. staff.

<sup>6</sup> On file with Comm. staff.

has been on notice for years that it is subject to an active congressional investigation and the information redacted is the kind I receive as a matter of course during investigations.

**6. Contractor Fees/Payment Terms:**

Amazon will pay Contractor a flat rate, inclusive of all pre-approved costs and taxes, of [Redacted - Business Sensitivity] for the month of January 2018 and [Redacted - Business Sensitivity] per month for the months of February and March 2018, for the Services performed by Contractor in accordance with the Agreement.

My letter also asked for “records and communications related to [consulting] agreement[s].”<sup>7</sup> The January 1 work order included in Attachment A clearly states that a “Strategy Report” is due on the “Last Day of each month.” However, no strategy reports were included in the documents you provided to my office. This is especially troubling because the January 1 work order appears to be part of a longstanding partnership between Amazon and SBD and therefore center mass to my inquiry.<sup>8</sup> For example, a document titled “Work Order effective March 15, 2016” specifies that SBD will provide AWS with a “Stakeholder Mapping document.”<sup>9</sup> Another document titled “Work Order effective December 29, 2016,” also mentions a “Stakeholder Mapping document.”<sup>10</sup> Finally, records provided to my office indicate that SBD invoiced Amazon approximately 15 times between January 2017, the same month Ms. Donnelly entered DoD, and March 2018, the same month Ms. Donnelly left DoD.<sup>11</sup> I find it hard to believe that an industry leader in storing digital information is unable to locate strategy or stakeholder mapping documents from a partnership that extended for at least two years and whose cost was significant enough to warrant redactions for business sensitivities. In other words, Amazon ought to quit hiding the ball from the United States Congress.

My letter also requested a list of individuals who performed services for SBD on behalf of Amazon.<sup>12</sup> I have not received a single document with a list of these individuals. It is well known that Donnelly and DeMartino entered DoD by the end of January 2017.<sup>13</sup> The SBD signatory to the January 1, 2018 work order is listed as Kristen Verderame, General Counsel.<sup>14</sup> Given that Donnelly and DeMartino did not work at SBD at this time, the question must be raised: when Amazon signed the January 2018

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<sup>7</sup> Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Budget, to Mr. Andy Jassy, President and Chief Executive Officer, Amazon.com, Inc., (Dec. 17, 2024). On file with Comm. staff.

<sup>8</sup> The work order from 2018 in Attachment A states that it is “entered into and made a part of” a Master Services Agreement between Amazon Web Services and SBD Advisors that was effective on March 15, 2016. According to this 2016 Master Services Agreement, provided by you in the June 2025 production, the agreement between SBD Advisors and Amazon was expected to “continue[] for a period of one year . . . [and] will automatically renew on a month-to-month basis until either party gives at least 60 days prior written notice of termination.” On file with Comm. staff. Therefore, the 2018 work order appears to be part of a longstanding partnership between Amazon and SBD.

<sup>9</sup> On file with Comm. staff.

<sup>10</sup> On file with Comm. staff.

<sup>11</sup> On file with Comm. Staff. *See also* U.S. DEP’T OF DEF., REPORT ON THE JOINT ENTERPRISE DEFENSE INFRASTRUCTURE (JEDI) CLOUD PROCUREMENT, REPORT NO. DODIG-2020-079 at 190, (Apr. 13, 2020),

[https://media.defense.gov/2020/Apr/21/2002285087/-1/-1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20\(JEDI\)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF](https://media.defense.gov/2020/Apr/21/2002285087/-1/-1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20(JEDI)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF)

<sup>12</sup> Letter from Sen. Charles E. Grassley, Ranking Member, U.S. Senate Comm. on the Budget, to Mr. Andy Jassy, President and Chief Executive Officer, Amazon.com, Inc., (Dec. 17, 2024). On file with Comm. staff.

<sup>13</sup> INSPECTOR GEN., U.S. DEP’T OF DEF., REPORT ON THE JOINT ENTERPRISE DEFENSE INFRASTRUCTURE (JEDI) CLOUD PROCUREMENT, REPORT NO. DODIG-2020-079 at 202, (Apr. 13, 2020),

[https://media.defense.gov/2020/Apr/21/2002285087/-1/-1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20\(JEDI\)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF](https://media.defense.gov/2020/Apr/21/2002285087/-1/-1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20(JEDI)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF)

<sup>14</sup> On file with Comm. staff.

work order, who possessed the knowledge at SBD to engage “senior DoD leaders and provide AWS with ongoing assessments and monitoring of the current state of play”<sup>15</sup> in order to fulfill this contract? Amazon received invoices from SBD after this work order was signed. For example, the last invoice you provided, issued by SBD Advisors to Amazon, is dated March 31, 2018.<sup>16</sup>

Most of the documents you sent are publicly available, including an October 24, 2022, letter that I sent to DoD and transcripts of the DoD OIG’s interviews related to the JEDI contract.<sup>17</sup> Apart from these publicly available documents, the production didn’t include Ms. Teresa Carlson discussing strategy reports SBD was contractually obligated to provide Amazon. It is unreasonable to believe that a former Vice President at AWS did not discuss, edit, or review documents at a high volume during the years that AWS and SBD were in a formal business relationship. It is also unreasonable because another heavily redacted document you sent from Ms. Carlson begins “Dear Sally” and yet the recipient has been redacted as “business sensitive.”<sup>18</sup> Clearly the intended recipient of this email was, in fact, Donnelly, since they shared a dinner, along with Mr. Bezos and Secretary Mattis, *the same evening this email was sent.*<sup>19</sup> Once again, Amazon ought to quit hiding the ball from the United States Congress.

I’m reiterating my request from December 17, 2024, that you produce the following records without redactions no later than January 5, 2026:

1. A list of all individual sums paid by Amazon to Ms. Sally Donnelly, Mr. Andre Pienaar, C5 Capital, and SBD Advisors from January 1, 2017, to the present, along with a complete summary of the reason for each payment, all services performed in exchange for each payment, and a list of all individuals who performed those services<sup>20</sup>;
2. All records of communications between and among Amazon, Ms. Sally Donnelly, Mr. Andre Pienaar, C5 Capital and SBD Advisors from January 1, 2017, to April 15, 2020;
3. A complete and unredacted copy of all agreements, formal or informal, entered into by Amazon between and among Ms. Sally Donnelly, Mr. Andre Pienaar, C5 Capital, and SBD Advisors, a detailed explanation of all services provided for each agreement, and a list of all individuals who performed those services.<sup>21</sup> Where the agreement is for consulting or other services performed

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<sup>15</sup> On file with Comm. staff.

<sup>16</sup> On file with Comm. staff.

<sup>17</sup> On file with Comm. staff.

<sup>18</sup> On file with Comm. staff.

<sup>19</sup> INSPECTOR GEN., U.S. DEP’T OF DEF., REPORT ON THE JOINT ENTERPRISE DEFENSE INFRASTRUCTURE (JEDI) CLOUD PROCUREMENT, REPORT NO. DODIG-2020-079 at 184, (Apr. 13, 2020), [https://media.defense.gov/2020/Apr/21/2002285087/-1/-/1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20\(JEDI\)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF](https://media.defense.gov/2020/Apr/21/2002285087/-1/-/1/1/REPORT%20ON%20THE%20JOINT%20ENTERPRISE%20DEFENSE%20INFRASTRUCTURE%20(JEDI)%20CLOUD%20%20PROCUREMENT%20DODIG-2020-079.PDF)

<sup>20</sup> Whenever Amazon, C5 Capital, or SBD Advisors, or any other company is mentioned in this request, the request includes all employees, officers, affiliates, divisions, subsidiaries, portfolio companies, or any agents whatsoever acting on behalf of the entity, whether the numbered request mentions that or not. For example, a request referencing C5 Capital would include Andre Pienaar, members of the C5 Board of Directors, ITC Secure, ITC Global Advisors, VMAP Investor LLC, etc., “Amazon” includes Amazon Web Services (AWS) and its officers and employees during the relevant time period, etc. Moreover, where the request names any individual, the request includes any company or organization for which that individual is an officer, employee, or agent. For example, a request for Sally B. Donnelly would include SBD Advisors when she was in any way associated with that firm and Pallas Advisors after its formation.

<sup>21</sup> The term “agreements” as used in this letter includes contracts, master services agreements, work orders, memoranda of agreement, memorialization of oral agreements, and other instruments and agreements of any kind entered into by the referenced parties.

related to public sector cloud services, or was entered into between January 1, 2017 and April 1, 2018, include all contemporaneous records and communications related to the agreement;

4. All communications between and among Ms. Teresa Carlson, Mr. Jeff Bezos, Mr. Andy Jassy, or any Amazon officers or sales executives, and Ms. Donnelly, Mr. Pienaar, C5 Capital, and Mr. Anthony DeMartino, related in any way to public sector cloud business; and
5. All communications between and among Amazon, Mr. Pienaar, Ms. Carlson, Ms. Donnelly, and their representatives or agents, to prepare the response to this letter.

Thank you for your prompt review and response. If you have any questions, please contact Ross Berg with my Committee staff at (202) 224-5225.

Sincerely,



Charles E. Grassley  
Chairman  
Committee on the Judiciary

# Attachment – A

## Work Order effective January 1, 2018

This Work Order is entered into and made a part of the Master Services Agreement between Amazon Web Services, Inc. and the Contractor noted therein, with an effective date of March 15, 2016 (the "Agreement"), to apply to the Amazon entity noted below (for purposes of this Work Order, "Amazon") for the Project described below. All capitalized terms not defined in this Work Order have the respective meanings set forth in the Agreement. To the extent that the terms of this Work Order conflict with any of the terms of the Agreement, and the Work Order explicitly states that it intends to modify the conflicting terms, this Work Order supersedes the Agreement.

**1. Description of Project Services:** Contractor will serve as information brokers and engage key influencers to improve Department of Defense (DoD) and Military Service senior leader understanding of and confidence in Amazon Web Services, as demonstrated through indicators of favorable policies and movement towards procurement activity, helping bring commercial cloud and its attributes (security, agility, affordability) to the US defense market. Specifically, Contractor will:

- Engage its key senior leaders and advisors to provide individual perspectives and discreet counsel to both AWS and DoD officials on a regular basis. The purpose of such counsel is to ensure DoD senior leaders understand the services and benefits offered by AWS, and maximize the chance of the enactment of policies favorable to AWS and movement towards cloud procurement. This work will include efforts to avoid and counter potential obstacles and roadblocks to AWS's objectives.
- Engage senior DoD leaders and provide AWS with ongoing assessments and monitoring of the current state of play among the key stakeholders in the DoD.
- Assist AWS in initiating engagement with senior, strategic DoD stakeholders and leaders based on SBD's networks, and assist AWS with messaging during such engagements.
- Provide AWS counsel and recommendations at the tactical, operational and strategic levels, including counsel and recommendations for future activities and messaging that will effectively position AWS to meet the objectives described above.
- Provide AWS with a written Status Report each month that details the Contractor's efforts and demonstrable progress towards the objectives described above.

**Any change to Contractor's scope of work must be authorized in writing by both parties, and in the case of Amazon, is binding only if signed by an authorized signatory or by a Vice President of Amazon.**

**2. General Description of Work Product/deliverables:**

<u>Deliverables</u>	<u>Date Due</u>	<u>Applicable Payment</u>
Strategy Report	Last Day of each month	See Section 6 below

**3. Location(s) Where Services Will Be Provided:** 1747 Pennsylvania Ave. NW, Washington, DC 20006

**4. Start Date Of Services:** January 1, 2018

**5. Required Completion Date:** March 31, 2018

**6. Contractor Fees/Payment Terms:**

Amazon will pay Contractor a flat rate, inclusive of all pre-approved costs and taxes, of [Redacted - Business Variable] for the month of January 2018 and [Redacted - Business Variable] per month for the months of February and March 2018, for the Services performed by Contractor in accordance with the Agreement.



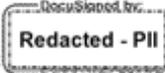
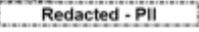
Amazon will pay Contractor the amount above in accordance with the delivery of Deliverables as set forth above and acceptance by Amazon, subject to receipt of Contractor's invoice. The invoice will be in a form and content reasonably acceptable to Amazon and will contain sufficient information to allow Amazon to determine the accuracy of the amounts billed. Payment terms are net 60 days of receipt of invoice and acceptance of Services by Amazon, provided that a two percent (2%) discount will apply to amounts due and owing to Contractor and paid by Amazon within ten (10) days of Amazon's receipt of the applicable invoice for such amounts.

Contractor represents that the pricing offered to Amazon under this Work Order is and at all times will be as favorable as that offered to Contractor's other customers receiving services from Contractor similar to the Services hereunder. If Contractor offers to provide the Services to a customer on terms that are more favorable than the terms offered to Amazon, Contractor will notify Amazon of the third-party terms, and at Amazon's election those terms will be applied to Amazon's purchase of the Services under this Work Order effective as of the date such terms were offered to the other customer.

This Work Order is entered into as of the Start Date set forth above.

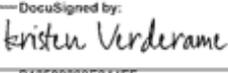
**Amazon:**

AMAZON WEB SERVICES, INC.

By:  \_\_\_\_\_  
Printed Name:  \_\_\_\_\_  
Title: Authorized Representative  
Date Signed: February 20, 2018

**Contractor:**

SBD ADVISORS, LLC

By:  \_\_\_\_\_  
Printed Name: Kristen Verderame  
Title: General Counsel  
Date Signed: February 19, 2018

