APPENDIX B

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Jerad Wayne Najvar
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January 23, 2024

U.S. House of Representatives
Committee on Ethics
Washington, DC 20515
By email: Comm. Counsel [redacted]***@mail.house.gov***

RE: Review No. 23-8912

I write on behalf of my client Congressman Troy Nehls (Respondent) regarding the above-designated matter. Congressman Nehls appreciates this opportunity to respond to the Office of Congressional Ethics' (OCE) referral.

As an initial matter, Respondent takes issue with the OCE's characterization of the response of Congressman Nehls, and of the others who received "requests for information" from OCE, as a "refus[al] to cooperate." OCE Findings of Fact and Citations to Law (OCE FF) at 5. In fact, as OCE elsewhere acknowledges, undersigned counsel provided timely, written responses to OCE staff's requests for information on behalf of Respondent as well as [redacted]. In the responses on behalf of Nehls, [redacted], counsel objected to ambiguously-worded requests, explaining that "even if respondent provided documents [he] believed to be responsive, the ambiguous and overbroad terms of the RFI allow endless discretion on the part of OCE counsel to claim that the response was incomplete and therefore 'not ... cooperation,'" allowing OCE to draw a negative inference. OCE counsel never responded to any of these letters in an attempt to clarify the scope of the requests to assuage this concern. Instead, OCE simply proceeded to allege a lack of cooperation in its referral. Respondent believes this is a mischaracterization. The claim that [redacted] refused to cooperate is even more egregious; counsel submitted responses for both men which expressly stated that they "ha[ve] no responsive documents," because each "is a member of Congressman Nehls' official staff and has not worked on campaign matters."

Regarding the substance of the referral, OCE questions whether certain payments that Nehls for Congress reported on its campaign finance reports as rent payments to Liberty 1776 LLC are legitimate campaign expenses. Indeed, these payments were for rent for campaign use of the property at 1612 Crabb River Road, Richmond, TX 77469, which was then leased by Liberty 1776 LLC from the landlord, EBP Property Holdings Ltd. That property *used* to operate as a tavern called Z-Bar. However, the tavern had been sitting empty and unused for years after losing its liquor license. It is in a convenient location on a major road in Fort Bend County and provides an appealing atmosphere for public gatherings and campaign activities, including a large outdoor space. In 2019, Respondent and several other local candidates agreed that they should

pursue the property as a location for campaign headquarters/activities. They approached the landlord, EBP Property Holdings Ltd., who agreed that he would lease the property for these purposes. Respondent and the other candidates therefore decided that an LLC should be established to enter into the lease agreement, which would offer the typical liability protections important for such engagements. Liability protection was important because Respondent and the others who intended to use the space for their campaign needs expected to have a fairly large number of visitors in the operation of their campaigns and during campaign events.

Respondent therefore established Liberty 1776 LLC and registered it with the Texas Secretary of State. Liberty 1776 LLC then entered into an agreement to lease the space from EBP Property Holdings Ltd. This was an oral contract by which Liberty 1776 agreed to both pay rent periodically and to make certain improvements to the property and maintain it during the lease as necessary. The property was referred to by Respondent and the other candidates using it as Freedom Hall. Respondent's campaign used it as office space and for events. The various rent payments by Nehls for Congress to Liberty 1776 from 2019 through 2022 were, therefore, legitimate rent payments for campaign office use. The other local campaigns were also making payments to Liberty 1776 for rent, improvements, and maintenance. While OCE is correct to observe that the rent payments by Nehls for Congress were not in uniform intervals or amounts, this is because Liberty 1776's use of the space varied based on election/off years (less activity in 2021), and also, as stated, Liberty 1776 was periodically making improvements and paying for maintenance. Maintenance turned out to be more costly than originally expected. For example, following a serious freeze in February 2021, Liberty 1776 incurred significant outlays for tree maintenance. Liberty 1776 also put a new floor in the building, paid for regular cleanings, etc. The landlord accepted these improvements and maintenance as part of the rent due from Liberty 1776 under the lease.

While Respondent was a member of the LLC and established the entity, he took no salary and did not otherwise receive any profits from its operation. From the time it was established in December 2019 through its termination in May 2022, Liberty 1776 took in approximately $52,872 and expended $52,872 for the purposes related above.

OCE's referral also refers to certain payments Nehls for Congress reported to Patriot Media LLC in September 2022. Patriot Media LLC was a campaign vendor providing political consulting and media services to the campaign. The principal of Patriot Media LLC, Daniel Gribble, was embedded with the campaign and working out of Freedom Hall. After Respondent closed Liberty 1776 in May 2022, some rent was paid to the landlord by Patriot Media with funds provided by Nehls for Congress. This is why the campaign reported that some payments to Patriot Media LLC were for rent. Respondent is consulting with counsel to determine if any further clarifications or memo entries should be included in an amended campaign report to ensure the rent payments through Patriot Media LLC reflects the ultimate payee in accordance with technical FEC reporting guidance.

Regarding the one rent payment reported to Pogie USA LLC in November 2020, this is correctly reported, but Pogie was the landlord for the campaign's Brazoria County office. Therefore, that rent payment is unrelated to Freedom Hall.

Lastly, OCE's referral points out that Respondent's affiliation with Liberty 1776 LLC should have been included as a position on Schedule E of Respondent's financial disclosure form. This was an oversight that was just brought to Respondent's attention with OCE's referral. Respondent will amend the relevant reports.

Thank you in advance for your consideration. I look forward to communicating further to address any questions that the Committee may have regarding these matters.

Very respectfully,

[redacted]

/Jerad Najvar/

Declaration

I, Representative Troy Nehls, declare (certify, verify, or state) under penalty of perjury that the response and factual assertions contained in the attached letter dated Jan. 23, 2024, [redacted] relating to my response to the December 11, 2023, Committee on Ethics letter, are true and correct.

Signature: _____

Name: Representative Troy Nehls

Date: January 23, 2024, [redacted]

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April 22, 2024

U.S. House of Representatives
Committee on Ethics
Washington, DC 20515
By email: Comm. Counsel [redacted] ***@mail.house.gov***

RE: Review No. 23-8912

I write on behalf of my client Congressman Troy Nehls (Respondent) and Nehls for Congress in response to the Committee's March 25, 2024 Request for Information.

Item 1. The Committee requests that Respondent inform the Committee "of the terms of the oral contract for Liberty 1776 LLC to lease 1612 Crabb River Road (Freedom Hall)," including an explanation of "how the campaign's rental payments to Liberty 1776 were calculated."

In 2019, Respondent Troy Nehls and several other local candidates agreed that they should pursue the property at 1612 Crabb River Road as a location for campaign headquarters/activities.[1] These other candidates were: Local Candidate 3 (Tex. House Dist. 85), Local Candidate 1 (Tex. House Dist. 28), and Local Candidate 2 (Ft. Bend County Commissioner. They approached the landlord, EBP Property Holdings Ltd., who agreed that he would lease the property for these purposes. Respondent and the other candidates therefore decided that an LLC should be established to enter into the lease agreement, which would offer the typical liability protections important for such engagements. Liability protection was important because Respondent and the others who intended to use the space for their campaign needs expected to have a fairly large number of visitors in the operation of their campaigns and during campaign events.

Respondent Troy Nehls therefore established Liberty 1776 LLC and registered it with the Texas Secretary of State. Liberty 1776 LLC then entered into an agreement to lease the space from EBP Property Holdings Ltd. This was an oral contract by which Liberty 1776 agreed to both pay rent periodically and to make certain improvements to the property and maintain it during the lease as necessary. The property was not being used at the time the contract was initiated and was in poor physical condition. The

[1] As stated in Respondent's January 2024 response to the Committee, the property was not in use at the time Nehls and the other participants decided to reach out to the owner. The property had formerly operated as a tavern called Z-Bar. However, the tavern had been sitting empty and unused for years after losing its liquor license. It is in a convenient location on a major road in Fort Bend County and provides an appealing atmosphere for public gatherings and campaign activities, including a large outdoor space.

agreement with Concorde Realty was to pay $1,000 monthly beginning on or around November 2019. The owner did not want to invest in repairs to the property, so Liberty 1776 also agreed to pay for expected improvements and upkeep in addition to the $1,000 monthly rent.[2] However, after Nehls and the others entered into the agreement, they realized that the property required substantial repairs and labor to make it suitable and attractive as a campaign headquarters and event space. Along with periodic cleaning and maintenance, the expenses were substantially more than first realized. Consequently, because Liberty 1776 was making substantial expenditures for improvements and upkeep (including much accomplished through volunteer labor), the landlord accepted such improvements and maintenance as exceeding the value of the rent requirement, which is why rent payments were sporadic. The attached bank records reflect the expenditures undertaken by Liberty 1776.[3]

The first rent payment made to Concorde Realty was January 20, 2020 in the amount of $2,000 – Check # 5002 issued from Liberty 1776 LLC.

The second rent payment made to Concorde Realty was April 26, 2020 in the amount of $2,000 – Check # 5006 issued from Liberty 1776 LLC.

The third rent payment to Concorde Realty was August 20, 2020 in the amount of $2,000 – Check # 5014 issued from Liberty 1776 LLC.

The fourth rent payment to Concorde Realty was March 26, 2022 in the amount of 3,460.82 – Check # 5030 issued from Liberty 1776 LLC.

All income and expenses to and from Liberty 1776 LLC are detailed in the attached document "Chart of Deposits and Debits – Liberty 1776."

The various rent payments by Nehls for Congress to Liberty 1776 from 2019 through 2022 were, therefore, legitimate rent payments for campaign office use. The other local campaigns were also making payments, both monetary and in-kind, to Liberty 1776 for rent, improvements, and maintenance. While OCE is correct to observe that the rent payments by Nehls for Congress were not in uniform intervals or amounts, this is because Liberty 1776's use of the space varied based on election/off years (less activity in 2021), and also, as stated, Liberty 1776 was periodically making improvements and paying for maintenance.[4]

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[2] The first statement reflects initial deposits totaling $10,000; each of the four participating campaigns initially paid $2,500 to fund the account.

[3] Notably, the bank statements reflect that Liberty 1776 received a total of $52,872 in deposits during its existence, and made $52,872 in disbursements, the legitimate campaign/business purposes of which are reflected in the attached check copies.

[4] Maintenance turned out to be more costly than originally expected. For example, following a serious freeze in February 2021, Liberty 1776 incurred significant outlays for tree maintenance. Liberty 1776 also put a new floor in the building, paid for regular cleanings, etc. The landlord accepted these improvements and maintenance as part of the rent due from Liberty 1776 under the lease.

As to how Nehls for Congress's portion of the total rent (including improvements and maintenance) was calculated, there were no precise calculations made. However, Nehls for Congress and its Campaign Manager and volunteers provided much of the daily upkeep and repairs. Nehls for Congress used the space located at Crabb River Rd. as a campaign headquarters full-time and contributed about a third of the funds to Liberty 1776 that were used by Liberty 1776 for rent, repairs, upkeep, and campaign events. Troy was looked to as the leader at Freedom Hall due to the fact that his campaign for Congress was of larger scope and expense than the other campaigns for local offices.

While Respondent was a member of the LLC and established the entity, he took no salary and did not otherwise receive any profits from its operation. From the time it was established in November 2019 through the termination of the bank account in May 2022, Liberty 1776 took in approximately $52,872 and expended $52,872 for the purposes related above.

OCE's referral also refers to certain payments Nehls for Congress reported to Patriot Media LLC in September 2022. Patriot Media LLC was a campaign vendor providing political consulting and media services to the campaign. The principal of Patriot Media LLC, Daniel Gribble, was embedded with the campaign and working out of Freedom Hall. After Respondent closed Liberty 1776 in May 2022, some rent was paid to the landlord by Patriot Media with funds provided by Nehls for Congress. This is why the campaign reported that some payments to Patriot Media LLC were for rent.

Regarding the one rent payment reported to Pogie USA LLC in November 2020, this is correctly reported on Nehls for Congress' FEC report, but Pogie was the landlord for the campaign's Brazoria County office. Therefore, that rent payment is unrelated to Freedom Hall.

Item 2. See documents attached in response to the more specific requests below, including bank statements and checks, entity organizational documents, and some other communications. Included, e.g., are a text communication reflecting a payment for food trucks that served guests at Freedom Hall during an election watch party in November 2022. Respondent also provides several photographs depicting Freedom Hall and volunteers/campaign events.

Item 3. Attached, please find the articles of incorporation for Liberty 1776, filed November 2019 and reflecting Troy Nehls as the organizer. Also attached are screenshots taken from the Texas Secretary of State business filings website showing the filing of the entity. Liberty 1776 LLC has not yet been officially dissolved, but is not being used and has no active bank account open.

Item 4. All bank statements and copies of checks from Liberty 1776 LLC from Texas Citizens bank are included in the attached, as well as certain additional documents and notations providing detail as to account opening, signatories, and certain of the rent expenditures itemized above. The account associated with Liberty 1776 was closed in May 2022.

Any payments for rent or other expenses associated with Freedom Hall made thereafter were done through Patriot Media LLC, which was a business entity created by Daniel Gribble and which operated out of Freedom Hall.

Item 5. Respondents performed a search of all email records, texts, and bank account statements in an attempt to identify any document associated with rent payments, expenses incurred, or expenditures related to Liberty 1776, Freedom Hall, Concorde Realty, and 1612 Crabb River Rd. All documents identified are attached.

Thank you in advance for your consideration. I look forward to communicating further to address any questions that the Committee may have regarding these matters. Respondents—through Troy Nehls, [redacted], or myself as counsel—are happy to address questions the Committee may have at a mutually agreeable time and place (or medium).

Very respectfully,

[redacted]

Jerad Najvar

Enclosures

Declaration

I, Representative Troy Nehls, declare (certify, verify, or state) under penalty of perjury that the responses and factual assertions contained in the attached letter dated April 22, 2024, relating to my response to the March 25, 2024, Committee on Ethics request for information, are true and correct.

Signature: _____

Name: Representative Troy Nehls

Date: April 22, 2024

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C|A
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September 6, 2024

House Committee on Ethics
Comm. Counsel@mail.house.gov

RE: Troy Nehls, Matter No. 23-8912

Dear Comm. Counsel

I write in response to your follow-up requests for information transmitted by email on July 16, 2024. I have reproduced your questions below, with accompanying responses on behalf of Rep. Nehls.

1. *Please confirm whether any written lease agreement(s) were ever executed, drafted, and/or contemplated for the property at 1612 Crabb River Road (Freedom Hall). If so, please provide all versions of any such agreement(s), including drafts, and any related communications.*

   Response: There was no written lease agreement between Liberty 1776 and the landlord, EPB Property Holdings LTD.

2. *The Committee understands from your response that Liberty 1776, LLC (Liberty 1776) was established to provide liability protection for Rep. Nehls and other local candidates who wished to lease Freedom Hall as campaign headquarters and for related activities. Was Liberty 1776 ever used for any other purpose? If so, please explain.*

   Response: No.

3. *Has Liberty 1776 held any bank accounts other than the Texas Citizens Bank account ending in x51011?*

   Response: No.

4. *Did Liberty 1776 file tax returns and if so, can you please provide copies of those tax returns?*

   Response: Liberty 1776 filed a 2020 franchise tax report with the Texas Controller, and has submitted an information request to the Controller to receive a copy of the filed report. Once received, Respondent will provide a copy. That being said, the Committee has already received a confirmation copy of this filing in the Respondent's first document production (Document Production on April 22, 2024; Item 3 Formation Liberty 1776, pg. 8).

Docusign Envelope ID: 69661C8D-C7C0-45D7-94BA-1671CEC4E443

Liberty 1776 also filed and paid a personal property tax to the Fort Bend County Tax Assessor/Collector on March 29, 2022 (also referenced in question 13). A copy of the receipt for the $159.52 payment is included with this Response, as discussed in Item 13 below.

Liberty 1776's did not file any federal tax returns.

5. *Please identify the source of each deposit made into Liberty 1776's bank account and explain how the amount of each deposit was determined. For example, if another individual deposited funds into the account for the use of Freedom Hall, please explain how the amount of their deposit was determined. Below is a chart of the deposits identified based on the records you provided.*

Response: Respondent has added a column to the chart in your question to describe the source of each deposit. To the extent the Respondent was unable to locate any documentation related to a deposit, Respondent has so noted.

As stated in Respondent's April 22, 2024 response to the Committee, Liberty 1776 was established to provide liability protection for the use of Freedom Hall. The property was to be used jointly by Troy Nehls as a congressional candidate, along with three other candidates for local races. Those candidates were [redacted] Local Candidate 3 (Tex. House Dist. 85), Local Candidate 1 (Tex. House Dist. 28), and Local Candidate 2 (Ft. Bend County Commissioner). Trever Nehls (Respondent's brother) also participated in some uses of Freedom Hall as relevant to his campaign for County Judge of Fort Bend County, and therefore contributed to the Liberty 1776 account as well.

Each participating campaign was expected to contribute in proportion to their fair market value use of Freedom Hall relative to the other participants. There was no formal agreement or arrangement amongst the participants. The financial contributions to the Liberty 1776 account were intended to be used for rent payments, but were also intended to cover the repair, maintenance, and operational costs of Liberty 1776. As a result, the participating campaigns made various financial contributions of different amounts and on a sporadic schedule to the Liberty 1776 account. That being said, the primary user of the property was the Nehls congressional campaign, and therefore the congressional campaign was the largest funder to the Liberty 1776 bank account.

Date	Amount	
12/11/19	$2,500	Local Candidate 2 check no. 3021
12/17/19	$5,000	$2,500 each from Local Candidate 1 & Nehls for Congress (FEC 12/11/19)
12/19/19	$2,500	Local Candidate 3 Check # 1855
3/13/20	$4,000	Local Candidate 3 (Check#1907) Local Candidate 2 $2,000 (No record)
4/21/20	$2,000	Local Candidate 1 - (no record)
6/10/20	$2,000	Nehls for Congress (FEC Report 06/04/2020)

Docusign Envelope ID: 69661C8D-C7C0-45D7-94BA-1671CEC4E443

8/10/20	$2,000	Local Candidate 3 - (No Record)
8/14/20	$2,000	Local Candidate 2 check no. 3118
8/18/20	$2,000	Nehls for Congress (FEC Report 08/07/2020)
9/14/20	$3,819.20	Nehls for Congress - Rent payment for Pogie Lease
11/2/21	$5,000	Check from Trevor Nehls Campaign (Texas Campaign Finance Disclosure Report – Form C/OH pg. 25)
12/7/21	$5,000	Nehls for Congress (FEC Report 12/07/21)
1/31/22	$5,000	Local Candidate 1 (Texas Campaign Finance Disclosure Report – Form C/OH pg. 14)
3/1/22	$5,000	Nehls for Congress - FEC Report
3/10/22	$5,000	Check from Trevor Nehls Campaign (Texas Campaign Finance Disclosure Report – Form C/OH pg. 53)
5/24/22	$38.33	A copy of the deposit slip was included with the previously produced May 31, 2022 bank statement record. The deposit slip for this amount says, "Close out", and is believed to be a personal contribution to correct the negative balance in the account so it could be closed.

6. *Nehls for Congress reported a disbursement of $5,000 to Liberty 1776 for "Rent expense" on 8/26/22. The bank records provided do not show an incoming deposit on or around this date. Does the campaign have a copy of the check or other records relating to that disbursement? If so, please provide that documentation.*

Response: This is believed to be a reporting error on the part of the campaign's prior compliance and reporting team. A check issued around this time for $5,000 was destroyed after getting wet while sitting in the mailbox at Freedom Hall. Respondent recalls that a wire transaction went out in late September, 2022 for $5,000 to replace this check and pay the final rental sum owed. As the Liberty 1776 bank account was closed in May, 2022, Respondent recalls that this payment was sent to Patriot Media, LLC as a vendor for the campaign and then Patriot Media paid the landlord. As the check never cleared the account, a clarifying transaction should have been added to the campaign's campaign finance report to reflect this fact and the reissued payment.

In researching the above, the campaign committee also noticed that two other Patriot Media LLC disbursements also need to be clarified. The September 20, 2022 payment to Patriot Media LLC for $5000 should have been separated through memo entries to show a rent payment of $4,467.48 on September 13,

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2022 to the landlord and then a payment of $532.52 to Patriot Media LLC for "Media and political consulting services". The September 22, 2022 payment for $5,000 also needs to be revised from "Rent Expense" to "Media and political consulting services".

The campaign committee's new compliance team will amend the necessary reports to reflect these discovered developments.

7. *Nehls for Congress reported to the FEC making disbursements totaling $25,319.20 to Liberty 1776 for "rent", "rent expense", and/or "office rent." The Committee's review of Liberty 1776's bank records indicates that $9,809.20 was paid directly from Liberty 1776 to EPB Property Holdings, LTD and/or Concorde Realty for rent and/or utilities payments associated with Freedom Hall. Please inform the Committee which transactions in Liberty 1776's bank records account for the other $15,510 attributed to rent expenditures associated with Freedom Hall.*

   Response: As discussed herein and in prior responses to the Committee, there was an oral lease agreement between Liberty 1776 and the landlord whereby Liberty 1776 would pay a monthly rent of $1,000, but that costs paid by Liberty 1776 for the repair and the maintenance of the property would reduce, or in some instances effectively eliminate, any rental sums due for a particular month.

   As described in the declaration of Respondent, the true condition of the property was unknown at the time the property was leased. The participants each contributed thousands of dollars to Liberty 1776 and tens of manpower hours working beside community volunteers repairing the property and restoring it to a condition such that community members, volunteers, and supporters could safely come enjoy campaign and community outreach events at Freedom Hall. Work required to restore the property included electrical repairs, plumbing repairs, painting, flooring, landscaping (including corrective actions after severe weather events, such as ice storms), roof repairs, repairing machinery (such as an ice machine), etc.

   The participating candidates each contributed to the bank account for Liberty 1776 so rent payments could be made from the account, but also so that Liberty 1776 would have the funds required to pay for repair and maintenance costs related to Freedom Hall.

   Respondent does not have any other records other than those that have been, or are being, produced and the bank records, which detail expenditures from the Liberty 1776 bank account.

8. *You produced a December 23, 2019, check made out to Troy Nehls in the amount of $5,956.12 for "Reimb Freedom Hall" from Liberty 1776's bank account. You also included a handwritten accounting of expenditures totaling almost that amount, $5,906.07 (reproduced below). Please provide any records demonstrating whether these expenditures were related to the campaign and/or to rental expenses. For example, if there are records showing how the*

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expenditures at Home Depot were used to maintain Freedom Hall (instead of, e.g., Mr. Nehls' personal residence), or that expenditures at the wine stores were for a campaign event, those would be helpful. This could include, for example, contemporaneous communications about the expenditures. To the extent the campaign-related purpose of the expense is not memorialized in a contemporaneous record, please provide any information about what your client recalls the purpose to be.

Date	Recipient	Amount
11/18/19	Mayo Tractor Services (gravel)	$350.00
11/26/19	[redacted] (flooring)	$454.34
11/29/19	Randalls (supplies)	$96.05
12/2/19	Home Depot (materials)	$112.07
12/2/19	Home Depot (materials)	$303.27
12/2/19	[redacted] (flooring)	$298.93
12/2/19	Luis Tree Trimming	$550.00
12/2/19	Home Depot (materials)	$467.93
12/2/19	Home Depot (materials)	$124.01
12/2/19	Home Depot (materials)	$199.05
12/2/19	Walmart	$88.50
12/3/19	LLCs (LLC prep)	$84.00
12/3/19	Trash removal	$106.95
12/3/19	Home Depot (materials)	$95.20
12/4/19	Walmart (Xmas tree)	$224.83
12/5/19	Home Depot	$541.07
12/9/19	Home Depot (materials)	$87.02
12/9/19	Home Depot (materials)	$171.84
12/9/19	Costco (supplies)	$60.00
12/9/19	Costco	$224.40
12/9/19	Shell oil	$10.00
12/9/19	CVS	$54.69
12/9/19	Wine and More	$191.20
12/9/19	Total Wine	$128.71
12/9/19	CVS	$5.29
12/9/19	Speedy Printing	$205.68
12/11/19	Rudy's Stop	$29.00
12/19/19	Lowe's	$155.08
12/19/19	Home Depot	$285.95
12/19/19	Home Depot	$201.01
Total: $5,906.07		

Response: As articulated in the included Declaration from Rep. Nehls, Rep. Nehls has personally maintained, and continues to maintain, a running check register for his personal bank accounts and records activities contemporaneously to when those financial transactions occur.

Produced with this Response are images of his personal check register from the time when Rep. Nehls personally paid for expenses on behalf of Liberty

Docusign Envelope ID: 69661C8D-C7C0-45D7-94BA-1671CEC4E443

1776. These expenses occurred before Liberty 1776 had a bank account or any funds to pay for the initial repairs. When reviewing those records, one can see markings designated "HQ" or "campaign" or "campaign kickoff" next to certain entries, with many of those entries circled in blue. These designations were intended to denote expenses personally paid for by Rep. Nehls related to Freedom Hall and were added at the time the transaction was entered into the register. While Rep. Nehls is unable to recall the specific reason why a particular entry would receive a certain designation given these entries are almost five years old, he is certain that these designations were used interchangeably and were exclusively associated with repair, maintenance, and operational expenses of Freedom Hall.

As it relates to an alleged discrepancy of $50.05, Rep. Nehls is unable to recall the specifics related to this amount as the events that are the subject of this Response occurred almost five years ago.

9. *The records you provided indicate that Liberty 1776 made various debit purchases, including a significant number from December 2021 to May 2022. For example, there are payments of various amounts to Sams Club, CVS, TXElects.com, Buc-EEs, Wal-Mart, Chick-fil-a, Best Buy, Hobby Lobby, GoDaddy, Timewise, etc. Please provide any additional documents or information to show whether those purchases were related to the Nehls for Congress campaign.*

   Response: The purchases to which the Committee is referring were all made in furtherance of Freedom Hall's operations and management as a gathering point for community members. As described in Rep. Nehls's declaration, the participants who used the property all contributed to the financial costs associated with its maintenance and operations. To foster an inviting community feel at Freedom Hall, where volunteers and community members were welcomed to visit daily, and to maintain the premises for the safety of visitors, Liberty 1776 purchased food, supplies, decorations, and continued to pay for the expenses associated with the upkeep and maintenance of the property.

   These purchases were not made by Liberty 1776 in connection with any particular campaign, and existed separately from any campaign events that may have been held by the participants at the property during the lease.

10. *The Committee's review indicates that there were several outgoing transfers from Liberty 1776's bank account via Venmo. Please provide the username for any Venmo accounts associated with Liberty 1776 and records relating to transactions in such accounts. If not apparent from documents, please inform the Committee of any campaign-related purpose for those transactions.*

    Response: The Venmo account is no longer active and Respondent does not have any records related to the account other than what is disclosed from the bank statements. The transaction details are as follows. These expenses were all related to the routine operations and upkeep at Freedom Hall.

Docusign Envelope ID: 69661C8D-C7C0-45D7-94BA-1671CEC4E443

Date	Amount	Purpose
12/20/2021	$1,000.00	[redacted] - Bar Tender
3/22/2022	$1,200	[redacted] - Deck handymen who repaired the outside deck
4/25/2022	$120	Facility cleaning

11. *Please explain the nature, including any campaign-related purpose if applicable, of the ATM withdrawals of cash from Liberty 1776's bank account, and provide any related records.*

Date	Amount
12/30/2021	$200.00
2/7/2022	$240.00
2/16/2022	$240.00
2/28/2022	$40.00
3/8/2022	$100.00

Response: These cash withdrawals were to pay for cleaning services at the property. There are no records related to these payments.

12. *In your response to the Committee, you indicated that a November 2020 rent payment was made by Liberty 1776 to Pogie USA, LLC (Pogie) as the landlord of the campaign's Brazoria County office and was therefore "unrelated to Freedom Hall." The Committee's review of Liberty 1776's bank records indicates that Liberty 1776 made an additional payment to Pogie in August 2020, which was later reimbursed by Nehls for Congress on September 10, 2020, as indicated below. Can you provide any context for why rent payment to Pogie was made through Liberty 1776 in August 2020, but from the campaign itself in subsequent months? (see below for reported payments related to Pogie rent)*

Date	Amount	Payor	Recipient	FEC Report Description
8/14/20	$3,819.20	Liberty 1776	Pogie USA, LLC	N/A
9/10/20	$3,819.20	Nehls for Congress	Liberty 1776	Rent
10/10/20	$310.29	Nehls for Congress	Pogie USA, LLC	Campaign office utilities
11/5/20	$2,652.62	Nehls for Congress	Pogie USA, LLC	Rent expense

Response: This payment was mistakenly issued by Liberty 1776 instead of the campaign committee. Once the error was discovered, the campaign committee issued a reimbursement payment to Liberty 1776.

13. *Paragraph 28 of OCE's referral notes that, on March 29, 2022, Liberty 1776 paid $159.52 in taxes for items listed as "Personal Property Supplies, Furn, Fix*

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& Equip Located @ 1612 Crabb River Rd. Near Richmond." (see also https://actweb.acttax.com/dev60temp/WebReceipt_11727965541721146660419.pdf). Please provide any records relating to this tax assessment, including any paperwork designating and/or de-designating Freedom Hall as the "certified owner" of the property.

Response: The receipt record related to the $159.52 payment is produced with this Response.

14. *Please inform the Committee of whether you intend to make any amendments to your FEC disclosures.*

Response: The campaign committee will amend its campaign finance reports as discussed above.

Very respectfully,

[redacted]

Jerad Najvar

Docusign Envelope ID: 69661C8D-C7C0-45D7-94BA-1671CEC4E443

Declaration

I, Representative Troy Nehls, declare (certify, verify, or state) under penalty of perjury that the responses and factual assertions contained in the attached letter dated September 6, 2024, relating to my response to the July 16, 2024 Committee on Ethics request for information, are true and correct.

Signature: Troy Nehls

Name: Representative Troy Nehls

Date: September 6, 2024

C|A
B|K
Chalmers, Adams, Backer & Kaufman, LLC

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[redacted]
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November 8, 2024

Comm. Counsel
Committee on Ethics, U.S. House of Representatives
Via email

RE: Troy Nehls, Matter No. 23-8912

Dear Comm. Counsel [redacted]

I write in response to your follow-up questions regarding this matter, which you emailed to me on October 23, 2024.

Regarding the Venmo account (Question No. 10), it was the Venmo account of Daniel Gribble, who at the time was the campaign manager for Nehls for Congress and was also responsible for many day-to-day operations at Freedom Hall for Liberty 1776. We believe that Gribble's handle on Venmo was @[redacted], and the email and phone associated with the account were [redacted]@gmail.com and [redacted].

The Committee follow up regarding Question 11 asks how we determined that the cash withdrawals shown on the Liberty 1776 bank statements were for cleaning services, and for the names of the individuals/entities paid. While there are no records for these transactions, Cong. Nehls remembers that he paid cash to individuals on some occasions following events at Freedom Hall. He does not recall the names of all such individuals, but he believes one person was [redacted] Also, in seeking to recall these details and reviewing the records of the withdrawals shown in Question 11 again, Nehls believes that the withdrawals of $240 on February 7 and February 16, 2022, were likely for the cleaning services, because there were likely pre-primary related events held at Freedom Hall during that period before the March 2022 Texas primary elections. The December 30, 2021 withdrawal of $200 was likely for security, paid in cash to an off-duty sheriff's deputy to work during an event, which, based on the date, was likely a New Years-related celebration. Nehls does not recall the names of the officer(s), but they would have been officers employed by the Fort Bend County Sheriffs who were hired to work an event while they were not on duty. Congressman Nehls cannot recall the purposes of the last two listed withdrawals of $40 and $100, but is certain that it was used for a Liberty 1776-related expense because he never took cash from the account for any personal use. Daniel Gribble made

the actual withdrawals.

Please advise if you require any further information.

Very respectfully,

[redacted]

Encl.

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February 24, 2025

Comm. Counsel
Committee on Ethics, U.S. House of Representatives
Via email

RE: Troy Nehls, Matter No. 23-8912

Dear Comm. Counsel[redacted]

I write in response to your follow-up questions regarding this matter, which you emailed to me on January 24, 2025. Your questions are reproduced below, with Cong. Nehls's answers.

1. *You previously informed the Committee that a copy of Liberty 1776's 2020 franchise tax report had been requested from the Texas Controller and that you would provide the Committee with a copy once received. Could you please confirm whether that report or any other franchise tax filings have been obtained from the state? To understand both the financial disclosure requirements relating to the company as well as the campaign finance limitations, it will be helpful to be able to see what information was provided on such filings (e.g., a Form 05-169, Form 05-163, etc.).*

Respondent's counsel, Caitlin Contestable, did submit a request online, on Sept. 4, 2024, for a copy of the No Tax Due report that was filed (as reflected in Respondent's April 22, 2024 production). A screenshot showing successful submission of the request is attached here. However, it appears that we have not received a response. Ms. Contestable followed up with the Texas Controller's office by phone again on February 21, 2025, and was advised that a follow-up submission would be required as it was not immediately clear why a response was not received.

However, upon further review of the Comptroller's website and the "No Tax Due" report for the calendar year 2019, it appears that the document Respondent has already provided (with Item 3 in Respondent's April 22, 2024 production) actually *is* a copy of the report. A copy of the franchise tax documents from that production is attached again here; note the heading "No Tax Due Report."

These reports are required to be filed with the Comptroller electronically, in which case there would be no paper document other than the printout from the submission. But a paper Form 05-163 for tax year 2019 is available for filers who qualify for an exception to the electronic filing requirement and is available on the Comptroller's website.[1] A copy is attached here. It reflects that it is a one-page form that requests the same information that is contained in the "No Tax Due Report" already provided. As stated in the Form 05-163 instructions, if the filer's "annualized total revenue" is below the no tax due threshold, the filer is eligible to file the report. The no tax due threshold for reports filed in 2020-2021 was $1,180,000.[2] As Liberty 1776's bank statements show, its receipts were far less than that.

2. *In your September 6, 2024, response to the Committee's inquiry regarding a series of debit card purchases made at Sams Club, CVS, TXElects.com, Buc-EEs, Wal-Mart, Chick-fil-a, Best Buy, Hobby Lobby, GoDaddy, etc., you indicated that the "purchases were not made by Liberty 1776 in connection with any particular campaign, and existed separately from any campaign events that may have been held by the participants at the property during the lease." In order to assess how receipts and expenditures to and from Liberty 1776 should be classified for purposes of both campaign finance restrictions and reporting requirements, as well as personal financial disclosure requirements, the Committee will need more information about the nature of the transactions made through Liberty 1776's bank account. Accordingly, please provide any available information about whether these purchases were personal in nature, and if so, whether there were any deposits into Liberty 1776's account that were made from personal funds.*

This question references the response to question no. 9 in the September 6, 2024 responses. In response to that question, Nehls explained that these expenditures were undertaken in furtherance of Freedom Hall's operation and management, which included occasional purchases of food, supplies, and decorations. To the extent the Committee is seeking to understand whether any of these expenditures were for Nehls' personal use, Nehls can definitively state, again, that they were not. He has explained that, based on (a) his knowledge of the operation of Freedom Hall, (b) Daniel Gribble's responsibilities and activities there (who had possession of and authorization to use the Liberty 1776 debit card), and (c) the expenditure descriptions in the bank statements, these expenditures appear to be directed to the purposes already explained. Any further detail regarding specific expenditures would have to come from a personal interview with Daniel Gribble.

The Committee asks whether any deposits into Liberty 1776's account "were

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[1] https://comptroller.texas.gov/taxes/franchise/forms/2019-franchise.php

[2] https://comptroller.texas.gov/help/franchise/no-tax-due.php?category=taxes

made from personal funds." In the September 9 responses, Nehls has been able to identify the source of each receipt into the account. All participants other than Respondents' congressional campaign were nonfederal candidates. Most of the receipts, as summarized in the response to Question no. 9, show that they came from the participating candidates' campaign accounts. But some of them are simply identified by the name of the candidate and a check number (with the check number being drawn from the bank statement). For example, see 12/11/2019 from Local Candidate 2 check no. 3021, or 8/10/20 from Local Candidate 3. Without copies of the actual checks, one cannot determine whether these were checks drawn from these candidates' campaign accounts, or checks from their personal accounts. However, Texas law, like federal law, allows candidates to make campaign expenditures directly from their personal funds. So, to that extent, there may have been "personal funds" of these candidates deposited into the Liberty 1776 account, though those funds constituted campaign expenditures by the candidate paying for them.

3. *In your September 6 and November 8, 2024, responses to the Committee's inquiries regarding ATM withdrawals of cash, you indicated that most of the withdrawals were believed to have been made for cleaning services. We appreciate that context but given the cash-based nature of the transactions, it would be helpful to have some more information about why cash was withdrawn in certain circumstances. As a specific example, on March 8, 2022, $100 was withdrawn from Liberty 1776's account from an ATM, which we understand from your prior response to have been for cleaning services; however, Representative Nehls also previously provided the Committee with evidence of a check dated for the next day, March 9, 2022, from Liberty 1776 to Representative Nehls for $200, with the memo "Maid Service." Can you provide more information about how both these payments relate to cleaning services for the Freedom Hall property? For example, are they two separate cleaning-related expenses, or one? If they relate to the same cleaning expense, can you provide more context for why it was split up between money reimbursed to Representative Nehls and cash drawn from the Liberty 1776 bank account?*

This question references the response to question no. 11 in the September 6, 2024 responses. The Committee sent follow-up questions on October 23, 2024, to which Respondent replied on November 8, 2024.

On November 8, 2024, Respondent clarified that he "cannot recall the purposes of the last two listed withdrawals of $40 and $100, but it is certain that it was used for Liberty 1776-related expense because he never took cash from the account for any personal use. Daniel Gribble made the actual withdrawals." Therefore, Respondent cannot state for certain that these two withdrawals were for cleaning services. What he can state for certain is that he never used any cash from the account for any personal use.

While Respondent cannot verify with certainty that the funds withdrawn by Mr. Gribble were devoted to cleaning services (as opposed to another Liberty 1776 related expense), he believes it is the most likely purpose of these withdrawals. These withdrawals were made approximately a week after Texas's March 1, 2022 primary elections. Freedom Hall was used by the participating campaigns to host a large number of persons and activity for the primary elections, including on election day, just as was done on other election days when Freedom Hall was operational. These events always required cleanup afterwards. There were numerous people helping to clean up. Cleanup was required inside the building as well as outside, including trash pickup, removal of the trash, shoveling gravel and filling holes left from where vehicles had been parked. Regarding the $200 reimbursement check, this was paid because Respondent had paid $200 for some of the cleanup help with his own funds.

4. *Records indicate that a $970.82 payment was made from Liberty 1776 to Radius Global Solutions for "Reference # [redacted][.]" Please provide information regarding the purpose of this expenditure, including any explanation as to how it may have been related to rental expenses. If Representative Nehls does not recall, he could try running the reference number here: https://paymentportal.radiusgs.com/home.*

Respondent did not know the details of this expense from the reference provided here to Radius Global Solutions, but Radius responded to our inquiry to state that this was a payment of an outstanding and overdue balance by Liberty 1776 LLC for AT&T account [redacted]. Radius was also able to confirm that the charge was for an AT&T Uverse account opened 11/2019 and disconnected 3/5/2020. We asked Radius if they had any further information regarding what the plan included, but they referred us to AT&T, stating they had no further information in their system. We contacted AT&T, who stated that they no longer have the record of the account in their system from so long ago, but that based on the account number, it was a Uverse account, likely including internet and DirectTV service.

Radius also provided us with the attached email that Radius received from Daniel Gribble in December 2021, in which Gribble states that he has received a letter referencing the outstanding balance, and that the service was provided for Liberty 1776 at the Crabb River Rd. address.

Notably, the 2021 email, received received by Respondent only in February 2025 from a third party, is consistent with what Respondent has stated throughout this matter, as Daniel Gribble was taking care of administrative matters for Liberty 1776, including using the Liberty 1776 debit card.

5. *Please inform the Committee whether Liberty 1776 was ever described as, or intended to serve as, a PAC or other type of political committee, either at the state or federal level. Please also provide any other*

information you believe may be relevant to assessing whether Liberty 1776 should have registered as a political committee with the FEC and/or TEC.

As Respondent has stated, Liberty 1776 was established as a vehicle for the participating campaigns to secure a lease for the Freedom Hall property in a manner that provides liability protection. All of Liberty 1776's expenses were devoted to that purpose, which included the rent, improvements, utilities, and maintenance.[3] It also included the modest amount of miscellaneous expenses for meals or supplies (e.g., from BUCEES, WalMart, CVS, etc.) as shown in Liberty 1776's bank statements, which were purchased by Daniel Gribble who had possession of the Liberty 1776 debit card. In other words, Nehls' payments to Liberty 1776 were campaign expenses for rent—and associated overhead and maintenance expenses incurred along with the rent (like the utilities, decorations, etc.)—to make the space useful for the campaign. As such, neither Nehls, nor, to his knowledge, any of the other participants, ever intended or conceived of using Liberty 1776 as a political committee, state or federal.

Nehls' common-sense conception of the campaign disbursements paid to Liberty 1776 as campaign expenses rather than contributions to a separate political committee is supported by the relevant definitions. Under federal law, "political committee" means "any committee, club, association, or other group of persons which receives contributions aggregating in excess of $1,000 during a calendar year or which makes expenditures aggregating in excess of $1,000 during a calendar year." 52 U.S.C.A. § 30101(4)(A). This definition itself turns on the definitions of "contributions" and "expenditures." "The term 'contribution' includes," in relevant part, "any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office." *Id.* § 30101(8)(A)(i). Likewise, "The term 'expenditure' includes … any purchase, payment, distribution, loan, advance, deposit, or gift of money or anything of value, made by any person for the purpose of influencing any election for Federal office." *Id.* § 30101(9)(A)(i).[4]

Read together, these definitions necessarily imply that the "committee," "association," or "other group" "receiv[ing] contributions" and "mak[ing] expenditures" possesses some political identity and exercises some discretion itself, as an entity, apart from those providing the funds. But Liberty 1776 did not have any kind of independent decisionmaker, like an executive director, or

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[3] Neither Nehls nor even Liberty 1776 derived any financial benefit from the improvements made to the real estate because Liberty 1776 did not own the property but only leased it. The improvements, therefore, benefitted the landlord and were a part of the rent paid.

[4] Texas law definitions are materially the same. *See* Tex. Elec. Code §§ 251.001(3) ("campaign contribution"), 251.001(7) ("campaign expenditure"); and 251.001(12) ("political committee"). The analysis here as to federal law applies for the same reasons under these definitions.

a board, collecting funds in order to be spent in its independent discretion. It was a duly-registered business vehicle through which the participating campaigns shared lease expenses to use the space in a manner affording liability protection. Liberty 1776 never made any contributions to any other campaigns or expenditures for election communications, etc. It simply paid the expenses that all the participating campaigns were sharing, and offered liability protection through its LLC formation.

This might be analogized to many common scenarios involving campaign vendors. Consider a group of campaigns that pay the same vendor to set up their signs at a number of polling places shortly before voting begins. The vendor receives money from all participants and then performs the service. Does the vendor thereby become a political committee? Certainly the disbursements by each campaign to the vendor were made for the "purpose of influencing" an election, but they were not thereby "contributions" to the vendor. They were expenditures by each campaign for services rendered by a vendor. This remains true even if the vendor has to use the money received to pay for expenses incurred to perform the service (hiring contractors, buying gasoline and sign stakes, etc.). Those expenditures by the vendor were certainly, in a sense, undertaken "for the purpose if influencing" elections, but not in the sense that turns the vendor into a separate political committee rather than a business vehicle. This is the same sense in which Liberty 1776 operated.

6. *As a general matter, the use of Liberty 1776 to receive funds from state and federal campaign[s] and make disbursements for the benefit of several campaigns raises some similar questions to those considered in the FEC enforcement matter, MUR 7709 (but involving facts not known to the FEC), in addition to various questions relating to conversion of campaign funds to personal use. Accordingly, we have some follow up questions relating to that FEC matter that will assist us in situating Liberty 1776's activities in the context of the completed FEC review.*

    - *For one, did the FEC matter impact the campaign's understanding of the permissibility of its actions vis-à-vis Liberty 1776?*

No.

    - *Can you confirm whether someone from the congressman's campaign completed the FEC training required by the ADR settlement with the FEC and if so, who took the training and when?*

See the attached December 12, 2022 compliance statement filed on behalf of Nehls for Congress with the FEC, which confirms compliance with all obligations imposed under the ADR for MUR 7709. The letter confirms that a Nehls for Congress representative attended an FEC training on Nov. 30, 2022.

That person was treasurer Robert Phillips.

- *Additionally, if there are any communications with the FEC, Texas Ethics Commission, or other relevant regulators regarding Liberty 1776 and its activities, please provide those.*

Respondent has not located any such communications, and does not believe there are any.

Please advise if you require any further information.

Very respectfully,

[redacted]

Encl.

CHALMERS, ADAMS,
BACKER & WALLEN, LLC

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November 10, 2026

The Hon. Michael Guest, Chair
The Hon. Mark DeSaulnier, Ranking Member
Committee on Ethics
1015 Longworth HOB
Washington, D.C. 20515
Via email to [redacted]***@mail.house.gov***

RE: Cong. Nehls' Response to Draft Report

Dear Chairman, Ranking Member, and Members of the Committee:

On behalf of Congressman Troy Nehls, I write in response to the Committee's draft report in this matter. We are pleased the report acknowledges that the identified recordkeeping discrepancies, involving relavitvely minor sums, were inadvertent, and proposes closing the matter without pursuing any formal charges necessitating any investigative subcommittee or statement of alleged violations. While Congressman Nehls disputes certain other suggestions in the report on both factual and legal grounds—as stated in his testimony and written responses through the course of this matter—he will not belabor those points again, given this proposed resolution.

Please advise if you require any further information.

Very respectfully,

Jerad Najvar

From: Jerad Najvar
To: Comm. Counsel
Cc: Comm. Counsel
Subject: Troy Nehls - regarding subpoena issue
Date: Tuesday, November 10, 2026 9:41:50 AM

Comm. Counsel,

While it was not mentioned in the draft report, in your 10/28/26 email to me, you noted that the Committee "may" be considering whether having to subpoena Cong. Troy Nehls weighs against his candor. We strenuously object to any such reference or finding. I did not address that point in the response letter because it was not in the draft report, and I believe any reference to it in the report would be inappropriate. But if the Committee does consider this issue, then please forward the following response for their consideration as well. And if the Committee were to adopt any such finding, then please include this email, including the following response, with Nehls's response to the Committee when the report is published.

We believe it would be entirely inappropriate to characterize a Member's declining to provide a voluntary interview as reflecting a lack of candor or a desire to simply delay or impede. First, if a refusal to provide a "voluntary" interview can subject a Member to sanction, or even weigh in favor of a sanction, then it's not really voluntary. Actions that are coerced by threat of official sanction are mandatory rather than voluntary. For this reason alone I think any sanction would be unwarranted and unsupported by any rule. Comm. Counsel emails requesting the interview expressly referred to it as a "voluntary" interview.

But attaching sanctions to a refusal to provide the voluntary interview would be particularly inappropriate in the circumstances here. As you know, Rep. Nehls provided numerous responses to the Committee's written requests for documents and narrative explanations through the course of the Committee's inquiry. After all of that and as he awaited word, he was very candid about expressing his frustration with the duration of this process without resolution. When Nehls declined the request for a voluntary interview (via my email to Comm. Counsel on 2/11/26)—a request that came years into this matter—we explained his rationale. I specifically explained that Nehls did not intend by declining to impede the Committee; rather, we stated that given the facts adduced, which should have made clear there was no "personal use" of campaign funds and the staff's follow up questions seemed to be devolving into ever more tedious minutiae, "his suggestion is that the Committee staff should recognize that no further resources are warranted here. Mr. Nehls would have no problem providing his testimony in response to a subpoena if the Committee believes further proceedings are warranted." In other words, Nehls simply wanted to exercise his prerogative under the rules to elevate the matter to ensure the *committee itself* reviewed it at that stage to decide whether it thought an interview was warranted, or if the matter should be closed. Nehls exercised his prerogative under the Committee's Rules to have the Committee decide whether a subpoena was warranted. When staff responded that the Committee had indeed issued a subpoena, Nehls promptly agreed to dates suggested by the Committee and presented himself for the interview.

For these reasons, we believe it would be inconsistent with the House and Committee Rules, and entirely inappropriate, to weigh Nehls' declining a voluntary interview against him in any way.

Very respectfully,

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Member
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