



## BEFORE THE FEDERAL ELECTION COMMISSION

	)	
In the Matter of	)	
Perry Homes Building Company/	)	MUR 7710
Perry Homes, LLC;	)	
	)	

## INTRODUCTION

Through counsel, Perry Homes<sup>1</sup> provides the following response to the complaint filed by Elizabeth Guide (the “Complainant”) and designated by the Federal Election Commission (the “Commission”) as MUR 7710.<sup>2</sup>

In summary, the complaint alleges that Wesley Hunt knowingly violated 52 U.S.C. § 30118(a) (formerly 2 U.S.C. § 441b(a)) by accepting “excessive payments [from Perry Homes] in 2018 in order to further his political campaign.” Compl. at ¶ 3. As explained below, the Complainant’s allegation is based on an incorrect employment date on Mr. Hunt’s LinkedIn profile and circumstantial evidence, whereas the *actual* facts make it apparent that the thrust of the complaint is without merit. Furthermore, when one compares such facts to the three conditions enumerated in 11 C.F.R. § 113.1(g)(6)(iii), it is clear that Mr. Hunt’s salary during the period of his candidacy is consistent with the Commission’s exemption for payments for *bona fide* employment under this regulation. Accordingly, the Commission should dismiss this complaint and summarily close the file in this matter.

## THE “SUBSTANTIATION” FOR THE ALLEGATIONS

As an initial matter, it is important to inventory the documentation provided and/or cited by the Complainant to support the allegations:

1. Mr. Hunt’s LinkedIn.com profile, dated as of April 23, 2019. *See* Attachment 1.
2. Mr. Hunt’s personal financial disclosure report filed with the U.S. House Committee on Ethics on May 15, 2019. *See* Attachment 2.

<sup>1</sup> The Commission’s letter was addressed to both Perry Homes Building Company (“PHBC”) and Perry Homes, LLC. PHBC is a subsidiary entity to Perry Homes, LLC and has no business activities that are relevant in any way to this matter.

<sup>2</sup> Perry Homes received notice of the complaint on March 10, 2020 and was subsequently granted an extension to file a response on or before April 22, 2020.

**ALLEGATION 1: HUNT WAS PAID \$51,722.53 FOR 2 MONTHS OF WORK**

To support the allegation that Mr. Hunt received “\$51,722.53 for 2 months of work”, the Complainant cites the \$51,722.53 in total salary payments made by Perry Homes in 2018 that were disclosed on Mr. Hunt’s personal financial disclosure report and the employment dates listed on Mr. Hunt’s LinkedIn profile. Importantly, Mr. Hunt’s period of employment with Perry Homes was listed on his LinkedIn profile (and cited by the Complainant) as being “November 2018 – present.” Upon review of company records, however, it has become clear that Mr. Hunt’s LinkedIn profile is simply incorrect. As explained below, the total compensation reported on Mr. Hunt’s personal financial disclosure report reflects appropriate compensation paid to him from mid-April 2018 to December 2018, the time period in which Mr. Hunt was actually employed by Perry Homes in 2018.

Mr. Hunt began his employment with Perry Homes as a “Phase II Construction Manager” in mid-April 2018, which is evidenced by various employment records obtained from Perry Homes. *See e.g.*, Attachment 3. According to his employment terms with Perry Homes, Mr. Hunt’s total compensation in 2018 consisted of a combination of (i) base pay, (ii) overtime premium payments, and (iii) incentive payments, with the total of the three components guaranteed to be at least \$5,000 in any given month. *See* Attachment 4. Perry Homes also provided Mr. Hunt with a benefits package and vehicle allowance consistent with the company’s standard policies. *See* Attachment 5. These employment records support the fact that the \$51,722.53 in total salary payments disclosed on Mr. Hunt’s personal financial disclosure report are accurate and, importantly, not excessive. *See* Attachment 6.

While it is not known why Mr. Hunt’s LinkedIn profile incorrectly lists November 2018 as the beginning of his employment with Perry Homes, the Commission should rely solely on the employment records attached to this response because—at least with respect to verifying a person’s employment history—contemporaneous employment records and executed contracts have much more validity and evidentiary value than a LinkedIn profile.<sup>3</sup>

It is also worth mentioning that 11 C.F.R. § 111.4(d)(3)-(4) requires a complaint to conform to the following provisions:

(3) It should contain a clear and concise recitation of the facts which describe a violation of a statute or regulation over which the Commission has jurisdiction; and

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<sup>3</sup> It is worth noting that Mr. Hunt was transferred from the “Sienna 50” project to the “Aliana 55” project in November 2018. *See* Attachment 7. Therefore, it is conceivable that Mr. Hunt made a mistake completing or editing his LinkedIn profile while he was updating it to reflect his transfer, but it is unknown to Perry Homes regarding whether this is the actual explanation for the error.

(4) It should be accompanied by any documentation supporting the facts alleged if such documentation is known of, or available to, the complainant.

Given that the Complainant's only "substantiation" for the allegation that Mr. Hunt received "\$51,722.53 for 2 months of work" has proven to be incorrect, the copy of the LinkedIn profile proffered by the Complainant cannot possibly constitute a "clear and concise recitation of the facts." And it certainly cannot be considered "documentation supporting the facts."

Therefore, even though Perry Homes has proven that the allegation that Mr. Hunt received "\$51,722.53 for 2 months of work" is substantively false, this allegation should also be dismissed by the Commission as a matter of procedure.

#### **ALLEGATION 2: HUNT BECAME A PART-TIME EMPLOYEE TO ALLOW HIM TO FOCUS ON HIS CONGRESSIONAL CAMPAIGN**

To support the allegation that "[i]n January 2019, Mr. Hunt became a part-time employee of Perry homes [sic] to allow him to focus on his congressional campaign," the Complainant cites Schedule F of Mr. Hunt's personal financial disclosure report. In that section of the personal financial disclosure report, which lists Mr. Hunt's agreements with third parties, Mr. Hunt essentially discloses the fact that, as of the time he filed the report, he was no longer a full-time employee of Perry Homes.

Without providing any more facts or evidence to support the allegation, the Complainant makes an incredible leap to wrongly assume that Perry Homes transitioned Mr. Hunt to part-time employment status for the benefit of his congressional campaign. In reality, and quite ironically given the allegation, Perry Homes began paying Mr. Hunt as a part-time employee precisely to comply with campaign-finance laws. The preparation, repeated assessments, and resulting changes made by Perry Homes to ensure compliance are discussed in more detail below, and they demonstrate exactly the sort of corporate behavior that the Commission seeks to encourage.

#### ***A. The Applicable Legal Standard***

The Act prohibits corporations from contributing to candidates. *See* 52 U.S.C. § 30118(a) (formerly 2 U.S.C. § 441b(a)). The term "contribution" includes "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), and also "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value . . . to any candidate . . . in connection with any election to [federal office]". 11 C.F.R. § 114.1(a)(1).

There are a number of exceptions to the definition of contribution, including salary payments related to an individual's employment, when the following three conditions are met:

- (A) The compensation results from *bona fide* employment that is genuinely independent of the candidacy;
- (B) The compensation is exclusively in consideration of services provided by the employee as part of this employment; and
- (C) The compensation does not exceed the amount of compensation which would be paid to any other similarly qualified person for the same work over the same period of time.

11 C.F.R. § 113.1(g)(6)(iii).

### ***B. The First Condition***

The first condition of the Commission's three-part test is whether Mr. Hunt's "compensation results from *bona fide* employment that is genuinely independent of the candidacy." 11 C.F.R. § 113.1(g)(6)(iii)(A). The "absence of any evidence tending to show that [a company and a candidate] entered into their arrangement with the intent to subsidize [the] campaign" supports dismissing a matter at the reason to believe stage. MUR 6023 (The Loeffler Group, LP and Susan Nelson), Factual and Legal Analysis at 5.

In the instant case, the relevant facts are as follows:

- Mr. Hunt was hired by Perry Homes into its construction management program, which is the standard promotion path for management responsibilities within the company.
- The decision by Perry Homes to hire Mr. Hunt was made in April 2018, a year prior to Mr. Hunt announcing his candidacy for the U.S. House of Representatives. *See, e.g.*, General Counsel's Report #2, MUR 5571, at 11 (Tanonaka for Congress) (Sept. 20, 2007) (employment agreement entered into more than one year before candidate announced was evidence of a *bona fide* employment arrangement).
- To Perry Homes' knowledge, Mr. Hunt was not contemplating running for Texas's 7th Congressional District in 2020 when the company hired him in April 2018.

In summary, Perry Homes decision to hire Mr. Hunt in April 2018 was made genuinely independent of his future candidacy. In contrast, the Complainant has not offered "any evidence tending to show that [Perry Homes and Mr. Hunt] entered into their arrangement with the intent to subsidize [the] campaign."

### ***C. The Second Condition***

The second condition of the Commission’s test is whether the compensation paid “is exclusively in consideration of services provided by the employee as part of [his] employment.” 11 C.F.R. § 113.1(g)(6)(iii)(B). This condition is met where the complaint fails to supply evidence that compensation was provided for something other than the services provided as part of employment, Factual and Legal Analysis, MUR 6855 (Justin Amash) at 5. Moreover, in considering this second condition, the Commission has emphasized that it does not matter whether an employee works remotely or on a non-traditional schedule so long as the employee “fulfilled all of the duties and responsibilities of his employment,” MUR 6853 (Wamp for Congress), Factual and Legal Analysis at 3, and—“[m]ore importantly”—that corporate officials were satisfied with employee’s performance and believed they “received good value for the money paid”. MUR 5571 MUR 5014 (Tanonaka for Congress), General Counsel’s Report #2 at 12.

In the instant case, the relevant facts are as follows:

- Mr. Hunt’s compensation received while employed as a Phase II Construction Manager from mid-April 2018 through January 2019 complied with the terms of his original employment agreement in that role, and it was consistent with compensation paid to similarly situated employees. By design, the monthly compensation paid to Phase II construction managers varies with production levels.
- In or around the time Mr. Hunt announced his candidacy for the U.S. House of Representatives, the in-house General Counsel for Perry Homes consulted experienced campaign-finance counsel for two reasons.
  - First, Perry Homes wanted an expert on federal campaign-finance laws to review the terms of Mr. Hunt’s ongoing employment and, if necessary, recommend changes to his employment status and/or compensation to ensure that the arrangement was beyond reproach.
  - Second, the company wanted to retain an expert on federal campaign-finance laws to draft an “Employee Political Activity Policy” for its Employee Handbook to help employees understand what political activities are permissible and which are not permissible (e.g., activities that would result in an in-kind contribution from Perry Homes). *See* Attachment 8.
- Following consultations that involved the in-house General Counsel for Perry Homes, the Human Resources department for Perry Homes, and the experienced campaign-finance counsel retained by Perry Homes, no changes to Mr. Hunt’s employment status and/or compensation were made immediately following his announced candidacy. In the ensuing months, Perry Homes repeatedly assessed Mr. Hunt’s employment status, while also

working with its experienced campaign-finance counsel and implementing the Employee Political Activity Policy, to ensure Perry Homes was compliant with applicable campaign-finance laws.

- In October 2019, Perry Homes anticipated that Mr. Hunt might spend additional time campaigning in the lead-up to the March 3, 2020 primary election, which could impact his ability to fulfill his work obligations. Again, Perry Homes sought out experienced campaign-finance counsel to review the terms of Mr. Hunt's ongoing employment and, if necessary, recommend changes to his employment status and/or compensation to ensure that the arrangement was beyond reproach.

- Following consultations that involved the in-house General Counsel for Perry Homes, the Human Resources department for Perry Homes, and the experienced campaign-finance counsel retained by Perry Homes, no immediate changes were made to Mr. Hunt's employment status and/or compensation. In January 2020, however, Perry Homes made the decision to terminate Mr. Hunt's status as a W-2 employee (i.e., Perry Homes modified Mr. Hunt's employment status, in part, to comply with campaign-finance laws). As of the date of this writing, Mr. Hunt provides training services to Perry Homes as an independent contractor, without employee benefits, on a part-time basis.

In summary, Perry Homes has consistently worked to ensure its relationship with Mr. Hunt was beyond reproach, repeatedly assessing whether Mr. Hunt "fulfilled all of the duties and responsibilities of his employment" and "that corporate officials were satisfied with [Mr. Hunt's] performance and believed they received good value for the money paid."

The allegations in this complaint are dripping with irony, as Perry Homes is a model for how companies should prepare, repeatedly assess, and adjust employment statuses and compensation packages when an employee runs for public office. In contrast, the Complainant has not "supplied evidence that [Mr. Hunt's] compensation was provided for something other than services provided as part of employment." In fact, the Complainant lacked the basic, good-faith basis necessary for making this allegation in the first place. 11 C.F.R. § 111.4.

#### ***D. The Third Condition***

The third condition of the Commission's three-part test is whether the compensation paid to Mr. Hunt is consistent with what would be paid to a similarly qualified person. *See* 11 C.F.R. § 113.1(g)(6)(iii)(C). In applying this criterion, the "Commission has recognized that various intangible factors such as unique qualifications may be considered in determining reasonableness of the amounts paid to [employees]," and that some employees' activities on behalf of an employer "cannot easily be reduced to hours spent or the number of clients [one] tried to land for the company." MUR 5571 (Tanonaka for Congress), General Counsel's Report #2 at 11-12; *see also* MUR 6023 (John McCain 2008 Inc.), First General



Counsel's Report at 9 (May 5, 2009) (noting that the "Commission has permitted compensation plans that are tied to factors other than billable hours, such as seniority, the ability to attract clients, and other skills").

In the instant case, the relevant facts are as follows:

- Mr. Hunt's compensation as a Phase II Construction Manager was consistent with compensation paid to similarly situated employees, even though Mr. Hunt was *more* experienced and qualified than the average employee in that position.
- Mr. Hunt's compensation in the Human Resources Department was established using an objective, third-party compensation study that took into account his experience and job responsibilities. *See* Attachment 9.

Again, Perry Homes is a model for how companies should set compensation packages when an employee runs for public office. In contrast, the Complainant has not provided any evidence tending to show that the compensation paid to Mr. Hunt is **not** consistent with what would be paid to a similarly qualified person. And again, the Complainant lacked the basic, good-faith basis necessary for making this allegation in the first place. 11 C.F.R. § 111.4.

### CONCLUSION

Long ago, the Commission recognized that employment could coexist with campaigning and, in adopting 11 C.F.R. § 113.1(g)(6)(iii), permitted an employee to continue working in a *bona fide* employment capacity. Therefore, because the compensation that Perry Homes has paid to Mr. Hunt has always remained consistent with the three conditions of that regulation (not to mention the fact that the complaint should be summarily dismissed as a matter of procedure), the Commission should find no reason to believe that Perry Homes violated the Act and promptly close the file in this matter.

Sincerely,



Chris K. Gober  
Counsel to Perry Homes, LLC

# **ATTACHMENT 1**



# Wesley Hunt Linked (as of 4/22/2019)

4/23/2019

Wesley Hunt | LinkedIn



[Financial houses in order? Outsource your financial planning to a fee-only CFP...](#)



## Wesley Hunt · *Self*

Perry Homes

Houston, Texas



Perry Homes - A Trusted Texas Builder For Over 50 Years

Cornell University

See contact info

500+ connections

### About me

Mortgage Loan Originator and former Army Captain dedicated to serve my clients through my commitment to excellence. My goal is to provide the absolute best service to my clients and referral partners to earn their trust and confidence to better serve their mortgage financing needs. This may sound like a cliché, but my commitment is to serve you with timely, accurate and dependable information as I assist your clients through the one of the most important decisions in their lives. Home ownership is a key part of the American dream and I find gratification in my role to make that dream become reality

### Experience

As a Mortgage Loan Originator I am dedicated to providing the highest level of service to my clients. Our team has multiple branches throughout Texas and has experience with many of the top real estate firms including, but not limited to, Keller Williams, RE/MAX, Martha Turner Sotheby's and John Daugherty. Our credibility comes from our vast experience with referrals and our ability to get the job done the right way every time. What sets our team apart from other lenders is the efficient integration of our departments and our ability to adapt quickly to regulatory changes.

#### US Army Aviation Branch Officer/AH-64D Apache Longbow Pilot

Prior to entering the mortgage business, I served in the Army as an aviation branch officer for 8 years. As a rated aviator in the AH-64D Apache, my time in the service included one deployment to Iraq where I served as an attack battalion Platoon Leader, and 2 deployments to Saudi Arabia where I served as a Diplomatic Liaison Officer to the Royal Saudi Land Forces. In 2012 I received an honorable discharge and attended Cornell University for graduate school

Show less

### Experience



#### Construction

Perry Homes - A Trusted Texas Builder For Over 50 Years

2012 - Present | Houston, Texas



#### Mortgage Loan Originator NMLS# 1487923

OneTrust Home Loans

2016 - Present | Houston, Texas Area

<https://www.linkedin.com/in/wesley-hunt-33800095/>

# **ATTACHMENT 2**



# FINANCIAL DISCLOSURE REPORT

Clerk of the House of Representatives • Legislative Resource Center • 135 Cannon Building • Washington, DC 20515

## FILER INFORMATION

**Name:** Wesley Hunt  
**Status:** Congressional Candidate  
**State/District:** TX07

## FILING INFORMATION

**Filing Type:** Candidate Report  
**Filing Year:** 2019  
**Filing Date:** 05/15/2019

## SCHEDULE A: ASSETS AND "UNEARNED" INCOME

Asset	Owner	Value of Asset	Income Type(s)	Income Current Year to Filing	Income Preceding Year
American Funds [MF]		\$1,001 - \$15,000	None		
Apple Inc. (AAPL) [ST]		\$1,001 - \$15,000	None		
Facebook, Inc. - Class A (FB) [ST]		\$15,001 - \$50,000	None		

\* For the complete list of asset type abbreviations, please visit <https://fd.house.gov/reference/asset-type-codes.aspx>.

## SCHEDULE C: EARNED INCOME

Source	Type	Amount Current Year to Filing	Amount Preceding Year
Perry Homes	Salary	\$28,666.66	\$51,722.53
Calcon Mutual Mortgage	Salary	\$0.00	\$70,926.42

## SCHEDULE D: LIABILITIES

Owner	Creditor	Date Incurred	Type	Amount of Liability
JT	USAA	November 2018	Mortgage	\$250,001 - \$500,000
JT	USAA	Jan 2019	Revolving Credit	\$10,000 - \$15,000
SP	Fedloan Servicing	June 2016	Student Loans	\$50,001 - \$100,000

### SCHEDULE E: POSITIONS

Position	Name of Organization
Trustee	St. John's School Houston, TX
Trustee	Harris County Board of Mental Health

### SCHEDULE F: AGREEMENTS

Date	Parties To	Terms of Agreement
April 2019	Perry Homes	Continues employment as a part time employee in the HR department

### SCHEDULE J: COMPENSATION IN EXCESS OF \$5,000 PAID BY ONE SOURCE

None disclosed.

### EXCLUSIONS OF SPOUSE, DEPENDENT, OR TRUST INFORMATION

**Trusts:** Details regarding "Qualified Blind Trusts" approved by the Committee on Ethics and certain other "excepted trusts" need not be disclosed. Have you excluded from this report details of such a trust benefiting you, your spouse, or dependent child?

Yes  No

**Exemption:** Have you excluded from this report any other assets, "unearned" income, transactions, or liabilities of a spouse or dependent child because they meet all three tests for exemption?

Yes  No

### CERTIFICATION AND SIGNATURE

I CERTIFY that the statements I have made on the attached Financial Disclosure Report are true, complete, and correct to the best of my knowledge and belief.

**Digitally Signed:** Wesley Hunt , 05/15/2019

# **ATTACHMENT 3**



9000 Gulf Freeway  
Houston, TX 77017

**Pay Statement**

Period Start Date 04/14/2018  
 Period End Date 04/27/2018  
 Pay Date 05/04/2018  
 Document 12407  
 Net Pay \$1,256.37

**Pay Details**

WESLEY HUNT [REDACTED]	Employee Number	010740	Pay Group	Hourly	Federal Income Tax	[REDACTED]
	SSN	XXX-XX-XXXX	Location	H6 Division	TX State Income Tax (Residence)	[REDACTED]
	Job	PHASE II CONSTRUCTION MGR	CITY	HOU - Houston	TX State Income Tax (Work)	[REDACTED]
	Pay Rate	\$0.0000	DIVISION	H6 - DIVISION H6		
	Pay Frequency	Biweekly	PROJECT GRP	CONS - Construction		

**Earnings**

Pay Type	Hours	Current	YTD
Regular Pay	40.0000	\$720.00	
Regular Pay	39.2500	\$706.50	\$1,426.50
Vehicle Allow		\$207.69	\$207.69

Total Hours 79.2500

**Deductions**

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
401K	\$1,634.19	Yes	\$163.42	\$163.42	\$0.00	\$0.00

**Taxes**

Tax	Based On	Current	YTD
Federal Income Tax	\$1,470.77	\$89.38	\$89.38
Employee Medicare	\$1,634.19	\$23.70	\$23.70
Social Security Employee Tax	\$1,634.19	\$101.32	\$101.32

**Paid Time Off**

**Net Pay Distribution**

Account Number	Account Type	Amount
[REDACTED]	[REDACTED]	\$1,256.37
Total		\$1,256.37

**Pay Summary**

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$1,634.19	\$1,470.77	\$214.40	\$163.42	\$1,256.37
YTD	\$1,634.19	\$1,470.77	\$214.40	\$163.42	\$1,256.37

# **ATTACHMENT 4**





April 16, 2018

Wesley Hunt  
[REDACTED]

Dear Wesley:

Perry Homes is pleased to confirm our offer of employment for the position of Phase II Construction Manager. You are assigned to the Sienna Plantation 50' community, which is a part of Perry Homes Division H6. effective with your start date of April 16, 2018. Nonetheless, Perry Homes may, within its sole discretion, reassign you to an alternate community based on business needs.

#### **SCHEDULE**

Construction Division employees will work a minimum five day workweek Monday through Friday and are required to work on weekends as needed. Hours may fluctuate along with production levels.

#### **DUTIES**

As a Phase II Construction Manager, you will be assigned houses once they are ready for sheetrock tape and float. Your duties are more fully described in the Job Description for the position of Phase II Construction Manager, a copy of which is enclosed.

#### **COMPENSATION**

As a Phase II Construction Manager, your total compensation will consist of a combination of (i) base pay, (ii) overtime premium payments and (iii) Incentive payments (as described below). The total of these three components is guaranteed to be at least \$5,000 in any given month (or a prorated amount to account for any unpaid time off during the month), assuming you are employed for the entire month. If your monthly total falls short of the minimum amount, you will receive additional compensation (plus an overtime premium on that additional amount) the following month to bring your total compensation up to the minimum level. For example, any additional payments to bring June earnings up to the minimum amount will be made in July.

Your base compensation will be computed on a regular hourly rate of \$18.00. You will be issued paychecks biweekly (i.e., there will be 26 pay periods per year). You must carefully keep track of your hours worked each day and submit accurate timesheets to our Payroll Department (through your Vice President of Construction) every two weeks. The Perry Homes workweek for purposes of your timesheets runs from Saturday to Friday. You will be entitled to be paid an overtime premium of 1.5 times your regular rate for all hours you work in excess of 40 in a work week. Enclosed with this letter is a copy of Policy CO1-103, which you must sign. This policy contains further information about the Company's policy governing timekeeping for Phase II Construction Managers.

You will also be eligible to participate in the construction incentive program as described in the separate letter entitled "Construction Incentive Program Letter," which you must also sign. You will receive overtime true-up payments in addition to any Incentive payments to account for the overtime hours you worked in the month during which any Incentive payment is earned.

WESLEY HUNT  
APRIL 16, 2018

### TRUCK POLICY

Perry Homes reimburses Phase II Construction Managers for the use of their personal pick-up truck in performing their duties. This policy, reflected in the enclosed Perry Homes Policy CO1-102, is meant to help defray the cost and upkeep of your vehicle; it is not meant to provide the total cost of purchasing and maintaining a vehicle. Reimbursement consists of \$450.00 per month, which is prorated for each biweekly pay period. For your first paycheck, you will receive a payment prorated from your start date until the end of the pay period. You must be compliant with all Policy C01-102 requirements thirty days from your start date.

### BENEFITS

Benefits for your position are generally explained in your New Hire Benefits Enrollment Packet, available from the Benefits Department. In addition, please note that, unless you elect otherwise, you will be automatically enrolled in the Perry Homes 401(k) Profit Sharing Plan as soon as you meet the eligibility requirements for participation in the Plan. Please refer to the Summary Plan Description for details about the Plan, including your right to choose to increase your participation in the Plan and your right to choose not to participate at all.

Your request for time off for the period of April 20, 2018 to April 23, 2018 has been approved. To the extent you do not use or have not earned any accrued PTO time for this period, it will be considered unpaid.

Please report to the Human Resources Department on your first day of employment. Your employment with Perry Homes is for no set term or period of time. Either you, as an employee, or Perry Homes may end your employment at any time with or without notice or cause. Your employment will continue to be at-will throughout your tenure at Perry Homes even though you may change positions or community assignments. This offer of employment is contingent on satisfactory completion of a background check and drug test, including the company's evaluation of your criminal history based on an individualized assessment of various factors pertaining to suitability for this position.

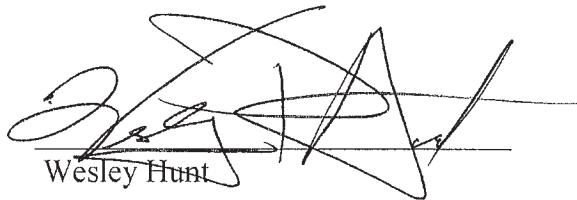
Please confirm your acceptance of this offer by signing and dating a copy of this letter and returning it to our Human Resources Department. Welcome to Perry Homes. We look forward to working with you and having you as a part of our team.

Sincerely,

AGREED TO AND ACCEPTED:



Grant Wagner  
Division President



Wesley Hunt

4/16/2018  
DATE

Enclosures

cc: Jane Stevens

# **ATTACHMENT 5**

## POLICY AND PROCEDURE

Title: REIMBURSEMENT FOR USE OF PERSONAL PICK-UP TRUCKS FOR PROJECT MANAGERS, PHASE I CONSTRUCTION MANAGERS AND PHASE II CONSTRUCTION MANAGERS

NO: C01-102C

Effective: January 6, 2016

Replaces: C01-102B  
Issued: April 27, 2013

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**POLICY:**

It shall be the policy of Perry Homes (i) to require each employee who holds the position of Project Manager, Phase I Construction Manager, or Phase II Construction Manager, as a condition of continued employment, to own and maintain a personal pick-up truck of a certain type and (ii) to require each such Employee to use such truck in performing his or her job duties and (iii) to provide a predetermined truck reimbursement amount to such Employee to assist in defraying the expenses associated in complying with this policy. To qualify for the reimbursement, an Employee must be in compliance with all elements of this Policy and Procedure. This policy is intended to help defray the cost and upkeep of such vehicle; it is not intended to provide or cover the total cost of purchasing and maintaining such vehicle.

**PROCEDURE:**

- A. This policy is applicable only to Project Managers, Phase I Construction Managers, and Phase II Construction Managers. New Employees will have thirty (30) days from the start date of employment to comply with this policy. Otherwise, failure to comply with this policy will subject an Employee to disciplinary action, up to and including termination.
- B. The amount of the truck reimbursement will be at the sole discretion of management and will be reflected in either the initial offer letter or subsequent memo or status change form. This reimbursement will be included in the employee's regular biweekly or monthly paychecks. Employees paid biweekly will receive prorated portions of the monthly reimbursement amounts in each paycheck. The initial truck reimbursement payment for a new Employee will be prorated from the start date of employment.
- C. To qualify for the truck reimbursement, the employee must:
  1. Purchase and drive a full size pick-up truck with front and rear bumpers. No dual wheel rear axle trucks are permitted.
  2. The truck cannot be more than six (6) model years old. In other words, a new automobile must be purchased by December 31st of the year in which the truck is six (6) years old in terms of model year. (For example, a 2014 model would need to be replaced by December 31, 2020. A 2015 model would need to be replaced by December 31, 2021.)
  3. The Company has the sole discretion to accept or reject an Employee's choice in truck. Therefore, to ensure compliance with this policy, a request for a truck must be approved by the Senior Vice President of Human Resources prior to an Employee's truck purchase. Requests should be made with sufficient advance time for the Company to approve or reject the request. An Employee who makes a truck purchase before receiving approval accepts the risk that the Company will not approve the truck.
  4. The pick-up truck must be used in performing the duties as a member of the Perry Homes' Construction Division.
  5. Each pick-up truck must be in good mechanical repair. Exterior body damage is to be repaired within a reasonable period of time. If any repair or service takes two (2) days or less, the employee may drive another personal vehicle. However, if the repair takes more than two days, the employee is requested to drive a truck that meets the requirements of this policy.
  6. After market products such as grill guards, large tires, lift kits, flared fenders, etc., must be approved. The truck must be kept in good, clean condition and in safe operating condition.
- D. The truck must be maintained in a good, clean and safe operating condition. The truck may not have stickers with advertisements, comical or serious messages, political campaigning, college decals, or other adornments that project an unprofessional image or that in the Company's sole discretion reflect on the Company in a negative manner. Employee agrees the Company is not responsible for any

POLICY AND PROCEDURE

Title: REIMBURSEMENT FOR USE OF PERSONAL PICK-UP TRUCKS FOR PROJECT MANAGERS, PHASE I CONSTRUCTION MANAGERS AND PHASE II CONSTRUCTION MANAGERS

NO: C01-102C

Effective: January 6, 2016

Replaces: C01-102B  
Issued: April 27, 2013

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Hit and run/leaving the scene (felony)	Driving with license suspended or revoked	Failure to obey traffic signal or sign
Fleeing or attempting to elude police (Class A misdemeanor or higher)	Hit and run/leaving the scene (misdemeanor)	Accidents
Resisting arrest	Fleeing or attempting to elude police (Class B misdemeanor)	Having a license suspended related to moving violation
Vehicular assault or greater offense to person		Careless or reckless driving (misdemeanor)
Homicide or manslaughter or using vehicle in connection with a felony		

1-6-16  
Date

Michael C. Brisch  
Michael C. Brisch, Exec. VP & General Counsel

I HAVE READ, UNDERSTAND AND AGREE TO ADHERE TO THIS POLICY. I CONSENT TO PERRY HOMES PERIODICALLY OBTAINING MY DRIVER LICENSE RECORD FROM THE STATE OF TEXAS. THIS CONSENT SHALL BE CONTINUAL FOR THE TIME PERIOD THAT I AM EMPLOYED BY PERRY HOMES.

4/16/2018  
Date

[Signature]  
Signature of Employee

[Redacted]  
TX Drivers License #

Wesley D. Hunt  
Print Name (as it appears on Drivers License)

[Redacted]  
Date of Birth

I CERTIFY I AM IN COMPLIANCE WITH THE ABOVE POLICY.

[Signature]  
Signature of Employee

Ford F250 / 2017  
Type/Make/Year of Vehicle

# **ATTACHMENT 6**

**PERRY  
HOMES**9000 Gulf Freeway  
Houston, TX 77017

## Pay Statement

Period Start Date 12/08/2018  
 Period End Date 12/21/2018  
 Pay Date 12/28/2018  
 Document 24087  
 Net Pay \$5,653.65

## Pay Details

WESLEY HUNT ██████████ ██████████ ██████████ ██████████	Employee Number	010740	Pay Group	Hourly	Federal Income Tax	████
	SSN	XXX-XX-XXXX	Location	H6 Division	TX State Income Tax (Residence)	████
	Job	PHASE II CONSTRUCTION MGR	CITY	HOU - Houston	TX State Income Tax (Work)	████
	Pay Rate	\$0.0000	DIVISION	H6 - DIVISION H6		
	Pay Frequency	Biweekly	PROJECT GRP	CONS - Construction		

## Earnings

Pay Type	Hours	Current	YTD
Regular Pay	40.0000	\$720.00	
Regular Pay	40.0000	\$720.00	\$25,236.00
Overtime	8.0000	\$216.00	
Overtime	7.7500	\$209.25	\$6,783.75
OvertimePREM		\$89.47	\$652.33
Paid Time Off	0.0000	\$0.00	\$1,008.00
Holiday	0.0000	\$0.00	\$720.00
Bonus		\$6,425.80	\$17,597.60
Other Comp	0.0000	\$0.00	\$1,277.05
Vehicle Allow		\$207.69	\$3,738.42
VOID - OTPR	0.0000	\$0.00	\$456.33

Total Hours 95.7500

## Deductions

Deduction	Based On	Pre-Tax	Employee		Employer	
			Current	YTD	Current	YTD
401K	\$8,588.21	Yes	\$858.82	\$5,746.95	\$0.00	\$0.00
Group Term AD&D	\$0.00	No	\$0.00	\$0.00	\$0.00	\$6.00
GTL - Life	\$0.00	No	\$0.00	\$0.00	\$0.00	\$36.00
GTL-Dependents	\$0.00	No	\$0.00	\$0.00	\$0.00	\$4.08

## Taxes

Tax	Based On	Current	YTD
Federal Income Tax	\$7,729.39	\$1,418.74	\$6,337.36
Employee Medicare	\$8,588.21	\$124.53	\$833.31
Social Security Employee Tax	\$8,588.21	\$532.47	\$3,563.11

## Paid Time Off

## Net Pay Distribution

Account Number	Account Type	Amount
██████████	██████████	\$5,653.65
Total		\$5,653.65

## Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	\$8,588.21	\$7,729.39	\$2,075.74	\$858.82	\$5,653.65
YTD	\$57,469.48	\$51,722.53	\$10,733.78	\$5,746.95	\$40,988.75



# **ATTACHMENT 7**

**Crystal Reyes**

---

**From:** Perry Homes - Transfer <donotreply@perryhomes.net>  
**Sent:** Thursday, November 1, 2018 9:48 PM  
**Subject:** [REDACTED]

!Supervisor:	[REDACTED]
!Employee:	lwesley Hunt -
!Date of Transfer:	11/01/2018
!Job Title:	Phase 2 CM
!From Division:	H6
!To Division:	H6
!From Community/Department:	Sienna 50
!To Community/Department:	Aliana 55
\Transfer Buyers & Opportunities To:	N/A
/Additional Information:	N/A

COPY

# **ATTACHMENT 8**

#### 4.16 EMPLOYEE POLITICAL ACTIVITY.

##### A. General

Employees of the Company are free to support and/or engage with political organizations and candidates for public office in any manner consistent with federal, state, and local laws; however, since federal, state, and municipal laws regulate the political activities of companies, the Company has adopted this Employee Political Activity Policy to clarify the legal and ethical obligations associated with such activities.

**As you read this Policy, please note that its purpose is not to unduly restrict the political activities of Employees of the Company.** In fact, it is anticipated that the Company will often grant exceptions to the general prohibitions listed below. However, because political activities involving the Company may implicate various laws and trigger reporting obligations, it is critical that you receive prior approval for such activities so we can ensure full compliance with applicable laws.

**If you wish to engage in a political activity that appears to be prohibited by the general prohibitions listed below, we simply ask that you seek guidance from the Legal Department prior to engaging in the activity.**

##### B. Political Activity Defined

For the purposes of this Policy, "Political Activity" is broadly defined as any activity supporting, opposing, or otherwise influencing the:

- Selection, nomination, election, or appointment of any individual to any federal, state, or local public office;
- Qualification of a measure (also known in some states as a proposition) to be placed on the ballot of a state or local election; and
- Passage or rejection of a measure (also known in some states as a proposition) that is on the ballot of a state or local election.

Political Activity generally includes, but is not limited to, the following actions:

- **Making contributions** to (i) candidates for federal, state, or local office; (ii) political party committees; (iii) political action committees; and (iv) any other type of political organizations organized under Section 527 of the Internal Revenue Code. The definition of a "contribution" is broad and includes providing money, gifts, subscriptions, loans, advances, deposits, or anything of value, including goods and services, for the purpose of influencing the outcome of an election.
- **Soliciting contributions** on behalf of (i) candidates for federal, state, or local office; (ii) political party committees; (iii) political action committees; and (iv) any other type of political organizations organized under Section 527 of the Internal Revenue Code.



- **Volunteering personal services** on behalf of (i) candidates for federal, state, or local office; (ii) political party committees; (iii) political action committees; and (iv) any other type of political organizations organized under Section 527 of the Internal Revenue Code.
- **Seeking and holding any political office** at the federal, state, or local levels of government, including with national, state, and local political party committees.

C. Activities Generally Prohibited Without Prior Approval

By maintaining employment with the Company, Employees must acknowledge and adhere to the following:

- Employees shall only engage in Political Activity as permitted by law. It shall be the sole responsibility of the Employee to ensure that any Political Activity is lawful and that both the Employee and the Company remain in full compliance with any applicable federal, state, or municipal laws and regulations. Of course, Employees are encouraged to seek guidance from the Legal Department, if you have a question about the lawfulness of any Political Activity.
- Employees are generally prohibited from engaging in Political Activity, whether personal or on behalf of the Company, during business hours and/or while utilizing Company Resources (defined below).

“Company Resources” includes the tangible and intangible property and assets of the Company. This includes, but is not limited to, the internal confidential information of the Company, facilities, vehicles, email accounts, telephone services, printers, scanners, copiers, Internet access, intranets, electronic file systems, fax services, personal or tablet computers, servers, mainframes, instant messaging tools, personal digital assistants or PDAs, various “apps,” and computer networks.
- Employees cannot hold themselves out as representing the Company while engaging in Political Activities on personal time.
- Unless acting at the request or direction of the Company, Employees shall not communicate (including social media posts) or otherwise act in a manner that could mislead others into believing the Employee’s personal views are shared or sanctioned by the Company.
- Employees cannot provide any Corporate Resources to (i) candidates for federal, state, or local office; (ii) political party committees; (iii) political action committees; and (iv) any other type of political organizations organized under Section 527 of the Internal Revenue Code.
- Employees cannot engage in Political Activity (including soliciting and making contributions) as a means of influencing the official actions of an individual holding a public office or legal duty.

- Compliance with this policy may have the effect of prohibiting Employees and their family members from engaging in certain Political Activity or requiring disclosure of Political Activity to the Company. Employees must immediately report to their manager any and all potential violations of this Policy and assist the Company with taking any and all necessary steps to ensure compliance with this Policy. Violations of this Policy will subject an Employee to disciplinary action, up to and including termination.

D. Grassroots Advocacy Activities

In addition to permitting personal Political Activity in accordance with the terms of this Policy, the Company may also request that its Employees support and/or engage in Grassroots Advocacy (defined below) that is important to the business and affairs of the Company. For the purposes of this Policy, "Grassroots Advocacy" is the process of communicating with the general public and asking them to contact their local, state or federal officials regarding a certain issue.

E. Political Activity Not Required

**IMPORTANT:** If the Company contacts one or more Employees about engaging in Political Activity or engaging in Grassroots Advocacy, such activities are completely voluntary and at the discretion of Employees. In no instance shall an Employee's participation in such activities be required as a condition of employment.

F. Seeking Additional Guidance or Assistance

Employees are encouraged to reach out to management, human resources representatives, internal legal counsel, or compliance officers to seek additional guidance or assistance with questions about complying with this Policy. By signing this Handbook, the undersigned Employee acknowledges that they have received, read, and do understand the Employee Political Activity Policy of the Company and agree to abide by its terms. If the undersigned Employee has any questions or concerns about how this Policy applies to a specific situation, then the Employee further agrees to contact management, human resources representatives, or internal legal counsel so they can be advised as to the Company's views on the particular situation.

[Redacted]

■ [Redacted]

[Redacted]

■ [Redacted]

[Redacted]

# **ATTACHMENT 9**





**Building Communities.  
Building Careers.**

## Memorandum

Date: February 12, 2019  
To: File  
From: LaKeisha Jones, Sr VP Human Resources  
Re: Training Manager Position

Since starting in my role, I have observed that the company has a need to devote more resources to leadership development. As a construction management organization, the quality of our leadership is important to our overall success. Traditionally, the company has relied on a combination of on-the-job training by tenured employees and technical training on construction and other techniques needed for a person's job. As the company has grown, it has stretched the ability of our existing leaders to develop the company's future leaders. This need is particularly noticeable in the middle levels of the company's organizational chart, where people are either promoted without as much time in the organization or are hired into the organization in more of a supervisory role.

As background, I have learned that, about 5 years ago, an outside consultant was engaged to provide basic leadership training modules to various construction managers throughout the company. Due to the cost involved and the consultant's inability to hold meaningful small group and individual sessions, that training was brought in-house and provided via our Human Resources department. However, no person in the department was dedicated to this function, so the program continued, with modifications, being mostly the introductory class that the outside consultant developed. When I was hired, one of my priorities was to develop a more comprehensive leadership training program that can be used to not only set minimum expectations for the organization, as before, but also provide additional ongoing development resources for both current and up-and-coming leaders. As the planning for 2019 began, I decided to move one of my existing HR staff members into a new training specialist role as the first step in developing a more well-rounded internal leadership program. [REDACTED] has already begun assessing the existing program and reviewing possible enhancements. She has a working draft of a course outline that we presented at our HR leadership meeting on February 11.

Wesley is already a Perry Homes employee and possesses an exemplary leadership training background. Due to his experience, he has been identified as someone who could fill a new role to provide the overall leadership development project with more human capital, hands-on leadership, and more ability to deliver results in a shorter time frame. To establish the parameters for the position, I conducted a salary survey (attached) for a training manager position. The results showed the national average salary to be approximately \$116,000 for a person with 9 years experience. In my opinion, if I were hiring Wesley from outside the organization, I would expect to give him credit for 9 years of experience due to his military service and educational credentials. I would also pay higher than the 50% band, given I pay above that

level for many positions in my department. However, putting him at the 50% level is both fair to him and to the company. As a result, the position I've offered to Wesley is at the annual pay rate for the national average, reduced commensurately to the extent the position requires less than 40 hours of work per week. Because this is a new position, I did not offer him a bonus at the outset, although that could change over time as it is customary within the organization to pay bonus incentives for other comparable positions at this type of level.

### Training Manager Market Data

ERI's Salary Assessor <sup>®</sup>															
Today's Date: 1/25/2019															
Salaries By Years of Experience															
Compensation Type: Total Cash															
Pay Period: Annual															
Position Title: Training Manager; eDOT: 166127091 SOC: 113131															
Years of Experience	Base					Incentive					Total				
	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile	10th Percentile	25th Percentile	Mean	75th Percentile	90th Percentile
18	\$109,732	\$119,528	\$132,203	\$145,069	\$157,805	\$7,179	\$7,820	\$8,633	\$9,491	\$10,324	\$116,911	\$127,348	\$140,836	\$154,560	\$168,129
9	\$90,987	\$99,110	\$109,663	\$120,289	\$130,848	\$5,499	\$5,990	\$6,613	\$7,270	\$7,909	\$96,486	\$105,100	\$116,276	\$127,559	\$138,757
1	\$70,925	\$77,256	\$85,537	\$93,765	\$101,996	\$3,876	\$4,223	\$4,662	\$5,125	\$5,575	\$74,801	\$81,479	\$90,199	\$98,890	\$107,571
ORGANIZATION DATA:															
Area: United States Average															
Industry: All Industries - Diversified															
Codes: eSIC: 0000, NAICS: 000000, usSEC: 0000															
Size: (Data reported by years of experience)															
Planning Date: 1/25/2019															
Annualized Salary Trend: 2.7% (Adjustment: 0.67%)															
Data as of: 10/1/2018															
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Re-sale of Assessor data is prohibited.															