

reimbursement of a \$750 payment that the Kjellberg Law Office had made to the law firm of De Leon & Nestor, LLC.

The invoices showed that the law firm of De Leon & Nestor, LLC had billed the Kjellberg Law Office \$750 for obtaining Rep. Omar's immigration records directly from the federal government. Rep. Omar's family already had copies of these records. However, the crisis committee asked for them directly from the federal government so that it could show that the records had been independently obtained and reviewed. Obtaining copies of the records directly from the federal government therefore benefitted the Omar committee and provided no personal benefit to Rep. Omar. The \$750 reimbursement payment from the Omar committee to the Kjellberg Law Office for the De Leon & Nestor invoice therefore was properly classified as a noncampaign disbursement.

The invoices also showed that the accounting firm of Frederick & Rosen, Ltd. had billed the Kjellberg Law Office \$1,500 for services for "Hirsi/Omar 2015 & 2014" on September 1, 2016. While the initial purpose of retaining Frederick & Rosen may have been to obtain and review financial records, Ms. Kjellberg stated that there was some personal benefit to Rep. Omar from the services as there was an issue with her tax returns that needed to be corrected regardless of her status as a candidate. In their depositions, neither Ms. Kjellberg nor Rep. Omar described how the services benefitted the committee.⁵ The Omar committee later provided additional explanatory information regarding the services provided by Frederick & Rosen. The crisis committee had Frederick & Rosen prepare releases for Rep. Omar and Mr. Hirsi to sign in order for Frederick & Rosen to obtain Rep. Omar's and Mr. Hirsi's filed joint tax returns for 2014 and 2015. Frederick & Rosen then reviewed the documents obtained from the Internal Revenue Service on behalf of the Omar committee. However, there is no substantive evidence in the record to show that the services benefitted the Omar committee, and the Omar committee has failed to prove, by a preponderance of the evidence, that the services from Frederick & Rosen were a permitted noncampaign disbursement under Minnesota Statutes section 211B.12. Rep. Omar must reimburse the committee the \$1,500 that was paid to the Kjellberg Law Firm for the services from Frederick & Rosen, Ltd.

Based on the analysis above, the preponderance of the evidence indicates that the \$2,250 paid to the Kjellberg Law Office was not payment for Rep. Omar's marital dissolution.

⁵ To the contrary, Ms. Kjellberg testified in her deposition:

Question: "Do you know, did Representative Omar's committee use any of the information that Frederick & Rosen provided as part of her response?"

Answer: "Probably not. That – this was correcting something that could have been detrimental to Ms. Omar."

Question: "Would the issue that was corrected, or potentially as least corrected, through this information from the Rosen firm been important for Representative Omar to correct regardless of her status as a candidate?"

Answer: "Yes, but probably not in the sense of urgency and necessity for professionals to do."