

SANDLER REIFF

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October 16, 2019

Federal Election Commission
Office of Complaints Examination and Legal Administration
Attn: Kathryn Ross, Paralegal
1050 First Street, NE
Washington, D.C. 20463

Re: MUR 7639

Ms. Ross:

The undersigned serves as counsel to:

- Congresswoman Ilhan Omar, H8MN05239, as well as her authorized committee Ilhan for Congress, C00680934, Kate Wittenstein, Treasurer;
- Tim Mynett;
- E Street Group, LLC, a political consulting firm that provides fundraising consulting services to Ilhan for Congress (collectively, the “Parties”).

This letter responds on behalf of the Parties to the Commission’s notification of a complaint from the National Legal and Policy Center (the “Center”, the “Complaint”) alleging that the Parties violated the Federal Election Campaign Act (the “Act”) and Federal Election Commission (the “Commission”) regulations.

As described below, there is no reason to believe that the Parties have violated the Act or any of the Commission’s regulations. Ilhan for Congress’ payments to Mr. Mynett and to E Street Group were for *bona fide* services – and all travel reimbursed ***was directly related to services provided to the campaign***. The Parties deny that any payments made by Ilhan for Congress were for personal use, or for the Congresswoman’s personal purposes.

The Complaint was filed purely for political purposes – to create an additional press story against Congresswoman Omar.¹ The Center premises the Complaint on salacious claims about

¹ Politically motivated FEC complaints are unfortunately common. In this case, the Complaint allowed right-wing outlets to exaggerate the potential legal jeopardy for the parties. See, e.g.:

the Congresswoman's personal life to score political points, instead of stating *any* facts that could give rise to a violation of the Act.

The Parties respect the rights of concerned citizens to file complaints in good faith for what are perceived as violations of federal campaign finance law. This Complaint was in no way filed in good faith, and appears to be nothing more than a veiled attempt to harass the Congresswoman at the expense of the Commission's limited resources.

The Complaint fails to state facts that give rise to any violation of the Act or Commission regulations – and fails to cite even one potential violation of the Act that is not based on rank speculation.² Accordingly, the Commission should dismiss the Complaint and close the file.

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- PJ Media, “Rep. Ilhan Omar Illegally Used Campaign Money to Fund Her Illicit Affair, FEC Complaint Alleges” (August 28, 2019), available at <https://pjmedia.com/trending/rep-ilhan-omar-illegally-used-campaign-money-to-fund-her-illicit-affair/>;
 - The Daily Wire, “Ilhan Omar Illegally Funneled Campaign Funds To Pursue Romantic Affair With Married Man, FEC Complaint Alleges” (August 28, 2019), at <https://www.dailywire.com/news/ilhan-omar-illegally-funneled-campaign-funds-ryan-saavedra>;
 - Washington Examiner, “Nearly one of every three dollars spent on Ilhan Omar's campaign has gone to her alleged lover's firm” (August 27, 2019), at <https://www.washingtonexaminer.com/opinion/nearly-one-of-every-three-dollars-spent-on-ilhan-omars-campaign-have-gone-to-her-alleged-lovers-firm>;
 - Townhall, “Alleged Homewrecker Ilhan Omar Slapped With an FEC Complaint”, at <https://townhall.com/tipsheet/katiepavlich/2019/08/28/alleged-homewrecker-ilhan-omar-slapped-with-an-fec-complaint-n2552322>;
 - National Review, “Ilhan Omar's Campaign Has Paid Over \$200,000 to Her Alleged Lover for ‘Fundraising Consulting’” (August 28, 2019), at <https://www.nationalreview.com/news/ilhan-omars-campaign-has-paid-over-200000-to-her-alleged-lover-for-fundraising-consulting/> (last accessed October 15, 2019).

² See MUR 5878, Statement of Reasons of Vice Chairman Donald F. McGahn and Commissioners Caroline C. Hunter and Matthew S. Peterson at 5-6 (“[Reason to believe] requires some assessment by the Commission of the facts and their credibility as well as the law before finding reason to believe. The Commission cannot find reason to believe unless it considers a properly submitted response, and the Commission cannot investigate alleged violations until it makes this finding. Together, these requirements provide procedural safeguards that protect respondents from frivolous complaints meant to harass, prevent unwarranted or premature discovery, and streamline enforcement by excluding innocuous respondents while allowing the Commission to better focus its resources”), at <https://www.fec.gov/files/legal/murs/5878/13044342628.pdf> (last accessed October 15, 2019).

1. Factual Background

E Street Group is a political consulting firm led by Will Hailer and Tim Mynett, that provides general political consulting services to multiple clients.³ A copy of the current and concluded contracts between E Street Group and Ilhan for Congress are attached as Attachment A.⁴ E Street Group provides the following political and fundraising services to Ilhan for Congress, amongst other services:

- *Manage all aspects of the candidate's national travel and outreach as it pertains to fundraising. Consultant will use hard-won relationships, all available research and years of accumulated know-how to identify and secure a substantial network of new national high net-worth donors to Client.*

Consultants will personally staff each trip, providing full research in the form of briefings to client in advance of scheduled travel, and will otherwise lead (or compliment) all national travel. This work encompasses all fundraising for the Client's committee and on behalf of the Client.

- *Prepare for any national call time need to build national fundraising events in part 1 by researching and creating comprehensive call sheets for the candidates, and;*
- *Provide constant strategic outreach on behalf of Client as it relates fundraising from national progressive organizations, special interest PAC' s, and labor unions.*
- *Serve as national political director or support for the national political program on behalf of the campaign and Client.*
- *Provide any support needed for new finance staff within the congressional district.*

An affidavit from E Street Group Member Will Hailer – Attachment B – further describes the relationship with and the services provided to Ilhan for Congress, and that all payments to E Street Group were for *bona fide* services provided – and all travel reimbursed ***was directly related to the services provided to the campaign in their contracts.***

³ See Disbursements to E Street Group, 2017-2020, at https://www.fec.gov/data/disbursements/?data_type=processed&recipient_name=e+street+group&two_year_transaction_period=2018&two_year_transaction_period=2020&min_date=01%2F01%2F2019&max_date=12%2F31%2F2020 (last accessed October 15, 2019).

⁴ E Street Group has multiple contracts with Ilhan for Congress – one for political and fundraising services (the focus of the Complaint), one for fundraising (that has concluded), and one for Digital Fundraising Services.

As the lead fundraisers and political advisors for Ilhan for Congress, E Street Group (including Mr. Mynett) travels around the country soliciting contributions for the campaign – and the campaign reimburses E Street Group for those travel payments pursuant to the contract agreed to by the campaign and the company.⁵ The scope of services provided above are certainly *bona fide* – and are extremely common for the political consulting industry in general.

Between August of 2018 and September 30, 2019, Ilhan for Congress has paid E Street Group the following:⁶

Date	Amount	Description
8/9/2018	\$10,000.00	FUNDRAISING CONSULTING
8/21/2018	\$1,655.73	FUNDRAISING EXPENSES
9/5/2018	\$10,450.93	FUNDRAISING CONSULTING
9/10/2018	\$12,000.00	FUNDRAISING CONSULTING
10/1/2018	\$13,360.32	FUNDRAISING CONSULTING
11/16/2018	\$15,206.80	FUNDRAISING CONSULTING
2/7/2019	\$12,615.98	FUNDRAISING CONSULTING
2/19/2019	\$15,603.14	FUNDRAISING CONSULTING
2/21/2019	\$12,000.00	FUNDRAISING CONSULTING
2/21/2019	\$12,895.18	FUNDRAISING CONSULTING
3/14/2019	\$3,949.74	FUNDRAISING CONSULTING
3/23/2019	\$12,000.00	FUNDRAISING CONSULTING
4/1/2019	\$12,000.00	FUNDRAISING CONSULTING AND EVENT MANAGEMENT
4/1/2019	\$2,364.45	TRAVEL EXPENSES
4/3/2019	\$6,509.06	TRAVEL EXPENSES
4/22/2019	\$12,000.00	FUNDRAISING CONSULTING AND EVENT MANAGEMENT
4/22/2019	\$6,553.62	INTERNET ADVERTISING
4/22/2019	\$5,000.00	DIGITAL COMMUNICATIONS
4/22/2019	\$5,000.00	WEBSITE DEVELOPMENT
4/22/2019	\$2,618.78	TRAVEL EXPENSES
5/6/2019	\$2,553.76	TRAVEL EXPENSES
5/16/2019	\$1,800.60	TRAVEL EXPENSES
5/22/2019	\$12,000.00	FUNDRAISING CONSULTING AND EVENT MANAGEMENT
5/22/2019	\$5,000.00	DIGITAL COMMUNICATIONS
5/22/2019	\$2,876.02	TRAVEL EXPENSES
6/5/2019	\$2,760.60	TRAVEL EXPENSES
6/11/2019	\$10,000.00	DIGITAL COMMUNICATIONS

⁵ Of note, the single payment of \$7,000 directly to Mr. Mynett on July 11, 2018 was solely for services provided, and not a reimbursement for travel.

⁶ See Disbursements from Ilhan for Congress to E Street Group (2018 and 2020 cycles), at https://www.fec.gov/data/disbursements/?data_type=processed&committee_id=C00680934&recipient_name=e+street+group&two_year_transaction_period=2018&two_year_transaction_period=2020&min_date=01%2F01%2F2017&max_date=12%2F31%2F2020 (last accessed October 15, 2019).

6/11/2019	\$2,000.00	INTERNET ADVERTISING
6/11/2019	\$63.67	TRAVEL EXPENSES
7/2/2019	\$5,000.00	Digital Communications Consulting
7/2/2019	\$12,000.00	Fundraising Consulting
7/9/2019	\$16,550.45	Digital Advertising
7/22/2019	\$21,743.37	Digital Advertising
7/22/2019	\$4,158.49	Digital Advertising
7/22/2019	\$10,134.31	Digital Advertising
7/22/2019	\$10,949.01	Digital Advertising
7/24/2019	\$12,210.71	Digital Advertising
8/1/2019	\$2,274.12	Graphic Design and Printing
8/1/2019	\$2,823.01	Travel and Fundraising Expenses
8/6/2019	\$5,000.00	Digital Communications Consulting
8/6/2019	\$12,000.00	Fundraising Consulting
8/13/2019	\$856.50	Print Advertisement
8/23/2019	\$749.63	Graphic Design and Printing
8/29/2019	\$830.00	Print Advertisement
8/30/2019	\$12,000.00	Fundraising Consulting
8/30/2019	\$5,000.00	Digital Consulting
9/19/2019	\$5,000.00	Digital Advertising
9/23/2019	\$699.63	Printing
9/30/2019	\$348.27	Travel Expenses
9/30/2019	\$5,000.00	Digital Advertising
9/30/2019	\$1,198.00	Video Production
9/30/2019	\$187.14	List Rental

There is simply nothing untoward about the services that E Street Group provides to Ilhan for Congress – and nothing wrong with a vendor being reimbursed for travel for *bona fide* services.

2. Disbursements to E Street Group LLC, and reimbursements for travel, were properly reported.

The Complaint states that “. . . Ilhan for Congress [did not] report the vendors who received payments aggregating over \$200” for E Street Group’s reimbursed travel. Beyond the fact that all payments by Ilhan for Congress were made in exchange for services rendered, and **not** for personal purposes as the Complaint insinuates, the Complaint also misstates the law on reporting reimbursements to vendors.

In fact, reimbursements for travel made to E Street Group LLC – a vendor providing *bona fide* services to Ilhan for Congress – were properly reported.

Commission rules treat advances by “committee staff and other individuals” *differently* than advances by “commercial vendors.”⁷ 11 C.F.R. § 116.5(a) *specifically* states that the section “applies to individuals who are not acting as commercial vendors. Individuals who are acting as commercial vendors shall follow the requirements of 11 CFR 116.3 and 116.4.” Assuming *arguendo* that Mr. Mynett was personally reimbursed – as an individual for spending personal funds and not operating as a commercial vendor as a member of E Street Group LLC – the Complaint would be correct that a disclosure of ultimate payees for the reimbursed travel expenses would be required.

However, this is not the case. Since travel expenses were reimbursed to E Street Group – a commercial vendor formed as a Limited Liability Company acting in accordance with the contract with their client – the rules on individual reimbursements ***do not*** apply.

For commercial vendors, there is extensive Commission precedent that a committee is ***not*** required to itemize (or provide a memo entry) for subvendors used by a consulting firm such as E Street Group LLC – even when reimbursing for travel.

a. 2013 Interpretive Rule

There is ample FEC precedent to support how Ilhan for Congress reported payments made to E Street Group LLC. First and foremost, the FEC’s “Interpretive rule on reporting ultimate payees of political committee disbursements” (the “Interpretive Rule”) is most persuasive. The Interpretive Rule discusses three scenarios for when a committee must report the “ultimate payee” for an expenditure where:

- *“The committee reimburses an individual who used personal funds to pay committee expenses aggregating more than \$200 to a single vendor;*
- *The committee’s payment of its credit card bill includes charges of more than \$200 to a single vendor; and*
- *In the case of an authorized committee, the candidate used personal funds to pay committee expenses aggregating more than \$200 to a single vendor without receiving reimbursement.”*⁸

⁷ See 11 C.F.R. §§ 116.3 (individuals); 116.5 (commercial vendors); 102.9(b)(2)(i)(A)-(B) (“payee means the person who provides the goods or services to the committee or agent thereof in return for payment, except for an advance of \$500 or less for travel and subsistence to an individual who will be the recipient of the goods or services”).

⁸ FEC, “Interpretive rule on reporting ultimate payees of political committee disbursements” (July 9, 2013), (“When the reimbursement is for travel and subsistence advances that exceed \$500, a memo entry is required for each payment to a specific vendor ***by that individual on behalf of the committee*** if total payments to that vendor by the political committee (or by the individual on behalf of the committee) aggregate more than \$200 in a calendar year (or election cycle for an authorized committee”), emphasis

The first scenario reflects 11 C.F.R. § 116.5, “*The committee reimburses an individual who used personal funds to pay committee expenses aggregating more than \$200 to a single vendor*” – ***which is inapplicable as E Street Group was reimbursed for travel.***⁹

There is simply no requirement to itemize the ultimate payees of a vendor providing *bona fide* services like E Street Group does for Ilhan for Congress.¹⁰

b. Advisory Opinions

Secondly, FEC advisory opinions clearly state that subvendor reporting is not required.¹¹ Advisory Opinion 1983-25 states the general proposition:

“Consultants payments to other persons, which are made to purchase services or products used in performance of Consultants' contract with the Committee, do not have to be separately reported.

*The Act and regulations do, however, require that the Committee include on its reports an adequate description of the purpose of each expenditure to Consultants. . . Moreover, they do not address the concepts of ultimate payee, vendor, agent, contractor, or subcontractor in this context.”*¹²

The Commission considered multiple facts in coming to this conclusion – that the vendor had a legal existence “separate and distinct from the operations of the Committee”, that “its

added, available at <https://www.fec.gov/updates/interpretive-rule-on-reporting-ultimate-payees-of-political-committee-disbursements/> (last accessed October 15, 2019).

⁹ See: FEC MUR 7534 (Huizenga), First General Counsel’s Report at 13 (May 16, 2019), at <https://www.fec.gov/files/legal/murs/7534/19044471058.pdf>; Certification (June 4, 2019), at <https://www.fec.gov/files/legal/murs/7534/19044471088.pdf> (last accessed October 15, 2019), ***FEC failed to find reason to believe.***

¹⁰ To this, Commissioners have previously stated that a committee reading the Interpretive Rule would have no indication that ultimate payees besides the ones specifically discussed in the Interpretive Rule would be reportable. See MUR 6698 (United Ballot PAC), Statement of Reasons of Commissioners Petersen, Hunter, and Goodman (December 5, 2016) (“The 2013 policy does not address a vendor “purchas[ing] goods and services on the committee’s behalf from subvendors”), available at <https://www.fec.gov/files/legal/murs/6698/16044403706.pdf> (last accessed October 15, 2019).

¹¹ See FEC Advisory Opinions 1983-25 (Mondale); 1991-32 at 11-12 (CEC, Inc.) (holding that even contracts not negotiated at arms’ length are permissible if for the “usual and normal charge”), available at <https://www.fec.gov/files/legal/aos/1991-32/1991-32.pdf> (last accessed October 15, 2019).

¹² FEC Advisory Opinion 1983-25 at 2 (Mondale). It is important to note that 2 U.S.C. § 434(b)(5)(A) (now 52 U.S.C. § 30104(b)(5)(A)) ***has not substantively changed since this opinion.***

principals [did] not hold any staff position with the Committee,” and the vendor “conduct[ed] arms-length negotiations” where the committee would not have any interest in the contracts.¹³

The situation at hand meets all of these criteria. E Street Group clearly has a separate existence from Ilhan for Congress – as a vendor for political and fundraising services for multiple clients – and entered into an agreement to provide services to Ilhan for Congress, attached as Attachment A.

c. FEC MURs

Multiple FEC MURs illustrate that intent to obfuscate reporting requirements is a prerequisite for the FEC to require subvendors to be reported – ***and that intent is not present in this case.*** MURs 6961 (Donald J. Trump for President), 6698 (United Ballot PAC), 6510 (Mark Steven Kirk) and 6894 (Steve Russell for Congress) show that this is especially true when a vendor is providing a “broad[] range” of *bona fide* services, then only the main vendor paid is reported.¹⁴

A Statement of Reasons from Commissioners Petersen, Hunter, and Goodman in MUR 6698 succinctly summarizes the Parties’ position on the matter:

The 2013 policy does not address a vendor "purchas[ing] goods and services on the committee's behalf from subvendors." Indeed, "neither the Act nor

¹³ FEC Advisory Opinion 1983-25 at 3 (Mondale).

¹⁴ See: FEC MURs:

- 6961 (Donald J. Trump for President Inc.), First General Counsel’s Report at fn 36 (March 7, 2016) (“The Commission has determined that merely reporting the immediate recipient of a committee’s payment will not satisfy the requirements of 52 U.S.C. § 30104(b)(5) when the facts indicate that the immediate recipient is merely a conduit for the intended recipient of the funds”), available at <https://www.fec.gov/files/legal/murs/6961/17044405316.pdf>, ***FEC did not find reason to believe;***
- 6698 (United Ballot PAC), First General Counsel’s Report (September 4, 2014), at <https://www.fec.gov/files/legal/murs/6698/16044390137.pdf>, Statement of Reasons of Commissioners Petersen, Hunter, and Goodman at 3-4 (December 5, 2016), at <https://www.fec.gov/files/legal/murs/6698/16044403706.pdf>, ***FEC did not find reason to believe;***
- 6510 (Mark Steven Kirk), First General Counsel’s Report at 16 (March 8, 2013), at <https://www.fec.gov/files/legal/murs/6510/13044341743.pdf>, ***FEC did not find reason to believe;***
- 6894 (Steve Russell for Congress), First General Counsel’s Report at 3 (August 26, 2015), at <https://www.fec.gov/files/legal/murs/6894/15044381398.pdf>, ***FEC did not find reason to believe*** (last accessed October 15, 2019).

Commission regulations require authorized committees to report expenditures or disbursements to their vendors' subvendors."

As recently as last October [2016], this appeared to be the unanimous position of the Commission. At that time, all current Commissioners found no reason to believe that a committee violated section 30104(b) by reporting disbursements to its media vendor but not reporting the vendor's subsequent payments to other entities.¹⁵

The Commissioners' description matches the facts in the present case. E Street Group LLC provides a range of *bona fide* strategic political services to Ilhan for Congress. As a part of that, it incurred expenses directly related to its work for its client – as any political vendor would. E Street Group was then reimbursed for those expenses, including for travel on behalf of the campaign. From this, payments to E Street Group LLC were properly reported by Ilhan for Congress.

3. The Commission should dismiss the Complaint and close the file.

Given this, it is clear that the allegations made in the Complaint are demonstrably false. Ilhan for Congress' payments to Mr. Mynett and to E Street Group were for *bona fide* services – and all travel reimbursed *was directly related to services provided to the campaign*.

A complaint is required to allege facts that give rise to a violation of the Act or Commission regulations. This Complaint does no such thing, and only wildly speculates on allegations that the Parties have clearly refuted in this response.¹⁶ Accordingly, we request that

¹⁵ MUR 6698 (United Ballot PAC), Statement of Reasons of Commissioners Petersen, Hunter, and Goodman at 3 (December 5, 2016), available at <https://www.fec.gov/files/legal/murs/6698/16044403706.pdf> (last accessed October 15, 2019), citing:

MUR 6510 (Mark Steven Kirk), First General Counsel's Report at 11-12, 16 (March 8, 2013) ("To the contrary, the Commission has concluded that a committee need not separately report its consultant's payments to other persons - such as those payments for services or goods used in the performance of the consultant's contract with the committee."), at <https://www.fec.gov/files/legal/murs/6510/13044341743.pdf>;

MUR 6894 (Steve Russell for Congress), First General Counsel's Report at 3 (August 26, 2015) ("...where a committee vendor makes a payment to a sub-vendor for services or goods used in the performance of the vendor's contract with the committee, a committee need not separately report its vendor's payment"), at <https://www.fec.gov/files/legal/murs/6894/15044381398.pdf> (last accessed October 15, 2019).

¹⁶ See FEC MUR 7135 (Donald J. Trump for President, et. al.), Statement of Reasons of Commissions Hunter and Petersen at fn 31 (September 6, 2018, spacing for clarity), citing MURs 6296, 6056, 5467 ("We have on multiple occasions shown that the reason to believe standard found at 52 U.S.C. § 30109(a)(2) means more than merely a reason to suspect.

the Commission determine that there is no reason to believe that any violation alleged in the Complaint has occurred, and close the file in this matter.

Sincerely,



Neil Reiff



David Mitrani

Counsel for:

Congresswoman Ilhan Omar
Ilhan for Congress, Kate Wittenstein, Treasurer
Tim Mynett
E Street Group, LLC

See, e.g., MUR 6296 (Buck for Colorado), Statement of Reasons of Vice-Chair Caroline C. Hunter and Commissioners Donald F. McGahn and Matthew S. Petersen at 7 ("[T]he Act's complaint requirements and limits on Commission investigative authority serve no purpose if the Commission proceeds anytime it can imagine a scenario under which a violation may have occurred.");

MUR 6056 (Protect Colorado Jobs, Inc.), Statement of Reasons of Chairman Matthew S. Petersen and Commissioners Caroline C. Hunter and Donald F. McGahn at 6 n.12 ("[T]he RTB standard is not met if the Commission simply 'did not have ... sufficient information to find no reason to believe' The Commission must have more than ... unanswered questions before it can vote to find RTB and thereby commence an investigation.");

MUR 5467 (Michael Moore), First Gen. Counsel's Rpt. at 5 ("Purely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the [Act] has occurred."); see also FEC v. Machinists Non-Partisan Political League, 655 F.2d 380,388 (D.C. Cir. 1981) ("[M]ere 'official curiosity' will not suffice as the basis for FEC investigations"); id. at 387 (distinguishing the Commission from other administrative agencies that are "vested with broad duties to gather and compile information and to conduct periodic investigations concerning business practices the FEC has no such roving statutory functions"), available at https://eqs.fec.gov/eqsdocsMUR/7135_2.pdf (last accessed October 15, 2019).

FUNDRAISING AGREEMENT

June 11 - November 30, 2018

CONSULTING AGREEMENT

AGREEMENT between E Street Group LLC ("Consultant") and Ilhan Omar for Congress ("Client").

W I T N E S S E T H :

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

- (a) The scope of work as outlined below:
1. Create and assist in the management of a core group of campaign consultants that will be necessary to win the primary and general election for Minnesota's 5th Congressional District;
 2. Secure new national funding sources for Ilhan Omar for Congress, and;
 3. Provide constant strategic guidance to Ilhan Omar for Congress as it relates to national progressive organizations and labor unions.

Consultant further agrees that it will use reasonable efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

COMPENSATION.

(a) Rate of Compensation. For the services performed pursuant to paragraphs 1(a), Consultant shall receive a monthly fees of: \$7,000 from June 11, 2018 through June 30, 2018 and \$10,000 per month starting July 1, 2018 through November 30, 2018. Invoices will be submitted for payment at the end of each month starting July 1, 2018 and ending November 30, 2018. In the interest of both parties seeking the strongest financial footing for the Client's campaign, payment for the June 2018 invoice will have the option to be postponed until the end of July 2018.

(b) Reimbursement of Expenses. Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the services described in paragraph 1(a), including telephone, fax, internet connection, computer paper, printer ink,

subscription costs and electronic searching fees. The Client shall be responsible for any extraordinary expenses, including travel expenses. Consultant shall obtain the prior approval of the Client before incurring any extraordinary expenses over \$150.

Consultant shall submit an invoice setting forth expenses incurred during the term of this Agreement. The Client will pay such invoice within 10 days of receiving it. Payments more than 30 days past due will be charged interest at a rate of 5% per year.

3. TERM OF AGREEMENT.

The term of this Agreement shall begin on June 11, 2018 and end on November 30, 2018, or on such date as is otherwise agreed in writing by both parties. Either party may terminate this Agreement at any time upon thirty days' written notice to the other party. Should Ilhan Omar for Congress succeed and win both the primary and general elections for Minnesota's 5th Congressional District election with the strategic help of the Consultant, Consultant will receive either \$30,000 one-time bonus no later than February 28, 2019 or a renewal of contract lasting no less than three months.

4. COORDINATION.

Consultant shall coordinate all activities as instructed with permanent staff of Client.

5. CONFIDENTIALITY.

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

(b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) The term Confidential information does not include any information which: (i) at the time of disclosure to Consultant was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Consultant; (ii) was given to Consultant by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Consultant; (iv) was in the possession of or known by Consultant prior to this Agreement; or (v) was disclosed to Consultant pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(f) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

6. OTHER CONSULTING SERVICES. Client and Consultant agree that Consultant may provide independent consulting services to other individuals or entities.

7. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Consultant.

8. INDEMNIFICATION.

(a) Client agrees to defend, indemnify and hold harmless Consultant (and its officers, directors, employees, representatives and agents) (the "Indemnified Parties") from and against any and all claims, liability, losses, damages, penalties, fines, sanctions, costs or expenses (including, without limitation, interest, attorneys' fees and expenses, and any governmental sanctions of any kind), resulting from, arising out of, or related to (i) Consultant's use of information or materials provided by Client, (ii) Consultant's assistance with any government inquiry of Client, or (iii) this Agreement or the services and transactions related hereto; it being specifically understood that Client shall defend, indemnify and hold harmless the Indemnified Parties from claims that any of the Indemnified Parties was itself, himself or herself negligent or otherwise at fault.

(b) Consultant makes no representations about the suitability, reliability, timeliness, and accuracy of the information contained in the research materials, for any purpose. All such information is provided "AS IS" and "AS AVAILABLE" without warranty of any kind. Consultant disclaims all representations and warranties with regard to this information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. No advice or information obtained from Consultant, or from any officer, director, employee, representative or agent of Consultant, shall create any warranty not expressly stated in this Agreement.

(c) In no event shall Consultant be liable for any incidental, consequential or punitive damages of any kind.

(d) The obligations set forth in this section shall survive indefinitely the termination of this Agreement.

9. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Client hereunder shall be binding upon and run in favor of the successors and assigns of Client. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Client shall have no further liability for payments hereunder.

10. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

11. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.


12. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to the E Street Group LLC, at 4616 15th Street NW, Washington, DC 20011 and in the case of Client, to it at its offices at Ilhan Omar for Congress, 504 Cedar Avenue South, Minneapolis, MN PO Box 6072, Minneapolis, MN 55454, or such other address as shall have been specified in writing by either party to the other.

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

ILHAN OMAR FOR CONGRESS

By:

Date: 7/24/2018

_____

E STREET GROUP LLC

By:

Date: 7-16-18



Will Hailer, Partner



Tim Mynett, Partner

****This contract is identical to previous contract with the change of name from
Mynett Group LLC to E Street Group LLC****

FUNDRAISING AGREEMENT

September 1, 2018 Onwards

CONSULTING AGREEMENT

AGREEMENT between E Street Group LLC ("Consultant") and Ilhan Omar for Congress ("Client") on Thursday, August 23, 2018.

WITNESSETH:

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

(a) SCOPE –

1. Manage all aspects of the candidate's national travel and outreach as it pertains to fundraising. Consultant will use hard-won relationships, all available research and years of accumulated know-how to identify and secure a substantial network of new national high net-worth donors to Client. Consultants will personally staff each trip, providing full research in the form of briefings to client in advance of scheduled travel, and will otherwise lead (or compliment) all national travel. This work encompasses all fundraising for the Client's committee and on behalf of the Client.
2. Prepare for any national call time need to build national fundraising events in part 1 by researching and creating comprehensive call sheets for the candidates, and;
3. Provide constant strategic outreach on behalf of Client as it relates fundraising from national progressive organizations, special interest PAC's, and labor unions.
4. Coordinate and collaborate closely with campaign professionals to ensure all aspects of work is understood.
5. Serve as national political director or support for the national political program on behalf of the campaign and Client.
6. Provide any support needed for new finance staff within the congressional district.
7. Client may use office, event space and conference rooms of Consultant for any purpose related to fundraising and political engagement in Washington DC when possible.

Consultant further agrees that it will use reasonable efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

COMPENSATION.

- (a) RATE. For the services performed pursuant to paragraphs 1(a), Consultant shall receive a monthly fees of: \$12,000.

(b) EXPENSES.

- (i) Consultant shall be responsible for payment of all ordinary expenses incurred in the performance of the services described in "scope", including telephone, internet connection, computer paper, printer ink, etc.
- (ii) When possible, the Client shall pay for Consultants expenses to execute this agreement including plane tickets, car rentals, hotels or other major expenses involved in national travel. If, for some reason, the Client prefers Consultant pay for those expenses they count as reimbursable expenses. They must be paid within 15 days – anything beyond 15 days will be assessed a 5% administrative fee.
- (iii) Other expenses incurred in executing this agreement are also reimbursable and must be paid within 30 days. Consultant shall obtain the prior approval of the Client before incurring any extraordinary expenses over \$50 excluding any meals in which the principal of the Client is present.

(c) LATE PAYMENTS.

- (i) On invoices for fees or reimbursements for which payment is not received within thirty (30) days, you agree to pay us simple interest, computed monthly, at two percent (2 percent) over the prime rate of interest in effect at Chase Manhattan Bank, in New York City, on the undisputed amount outstanding at the end of such 30-day period, until such payment is received. In the event of a disputed charge, you shall notify us in writing of the disputed amount and reason for the dispute, and you agree to pay all undisputed amounts owed while the dispute is under negotiation.

3. TERM OF AGREEMENT. The term of this Agreement shall begin on September 1, 2018 continue until such date as is otherwise agreed in writing by both parties. Either party may terminate this Agreement at any time upon thirty days' written notice to the other party.

4. COORDINATION. Consultant shall coordinate all activities as instructed with permanent staff of Client in a collaborative manner.

5. CONFIDENTIALITY.

(a) Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement shall terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").

(b) The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information shall be Confidential Information even if no legal protection has been obtained or sought for such information under

applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

(c) The term Confidential information does not include any information which: (i) at the time of disclosure to Consultant was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Consultant; (ii) was given to Consultant by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Consultant; (iv) was in the possession of or known by Consultant prior to this Agreement; or (v) was disclosed to Consultant pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.

(d) Consultant shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.

(e) Any data, lists, swaps that are purchased by the Consultant and not billed to the Client for purpose of benefiting the Client is owned by the Consultant. Any such data that is purchased by the Consultant and billed to the Client is owned exclusively by the Client.

(f) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant shall return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

(g) The obligations set forth in this paragraph shall survive indefinitely the termination of this Agreement.

6. OTHER CONSULTING SERVICES. Client and Consultant agree that Consultant may provide independent consulting services to other individuals or entities.

7. NO LOBBYING. E Street Group LLC is not a lobbying firm and does not lobby. At no point in this engagement will E Street Group LLC conduct lobbying activity on behalf of Client.

8. INDEPENDENT CONTRACTOR. Consultant shall perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Consultant.

9. INDEMNIFICATION.

(a) Client agrees to defend, indemnify and hold harmless Consultant (and its officers, directors, employees, representatives and agents) (the "Indemnified Parties") from and against any and all claims, liability, losses, damages, penalties, fines, sanctions, costs or expenses (including, without limitation, interest, attorneys' fees and expenses, and any governmental sanctions of any kind), resulting from, arising out of, or related to (i) Consultant's use of information or materials provided by Client, (ii) Consultant's assistance with any government inquiry of Client, or (iii) this Agreement or the services and transactions related hereto; it being specifically understood that Client shall defend, indemnify and

hold harmless the Indemnified Parties from claims that any of the Indemnified Parties was itself, himself or herself negligent or otherwise at fault.

(b) In no event shall Consultant be liable for any incidental, consequential or punitive damages of any kind.

(c) The obligations set forth in this section shall survive indefinitely the termination of this Agreement.

10. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Client hereunder shall be binding upon and run in favor of the successors and assigns of Client. In the event of any attempted assignment or transfer of rights hereunder contrary to the provisions hereof, Client shall have no further liability for payments hereunder.

11. NON-COMPETE. Client may not recruit any principal, associate or employee of E Street Group LLC to leave the organization and work directly for the Client unless approved by both principals.

12. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and shall be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

13. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter herein addressed.

14. DISPUTE RESOLUTION. Client and Consultant both agree that any dispute concerning the services that cannot be resolved first by Client and Consultant shall be arbitrated in accordance with the commercial rules of the American Arbitration Association, and any award shall be final and enforceable by a court.

15. USE OF CLIENT NAME. Notwithstanding anything herein to the contrary, Consultant shall have the right, upon Client's acceptance of the work hereunder, to reference client and the general nature of the work in presentations to prospects, clients or investors and on Consultant's website www.estreetgroup.com. Consultant shall from time to time create case studies, presentations, articles, and the like related to the work ("Materials") and to utilize the Materials in public speaking engagements, publications, and other similar uses. In no event will Consultant utilize the Materials or these rights in any way which: 1) misrepresents our contribution; 2) damages or disadvantages Client's competitive position; or 3) violates our obligation of confidentiality to client hereunder or in any other document.

16. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to the E Street Group LLC at 4616 15th Street NW, Washington, DC 20011 and in the case of Client, to it at its offices at Ilhan Omar for Congress, 504 Cedar Avenue South, Minneapolis, MN PO Box 6072, Minneapolis, MN 55454 or such other address as shall have been specified in writing by either party to the other.

TRANSITION ADDENDUM

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Client upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

CONSULTING SERVICES. Consultant hereby agrees to perform the following consulting services during the term of this Agreement:

(b) SCOPE –

8. Assist with all aspect of transition planning for Client including:
 1. recruiting, managing and supporting transition planning staff
 2. providing political advice, strategy and logistical support for political meetings in Washington DC and across the country
 3. assisting staff with planning and calendar preparation
 4. review of budgets
 5. recruitment, initial interviews and support for hiring of staff
 6. political guidance and support for the duration of the 2018 campaign relating to efforts to elect a House Majority
 7. and other duties as reasonably appropriate

Consultant further agrees that it will use reasonable efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

COMPENSATION.

- (d) RATE. Services performed pursuant to paragraphs 1(a) are included in the monthly retainer above.

(e) EXPENSES.

- (i) governed by full contract.

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

CONSULTANT (E Street Group LLC)

A stylized handwritten signature in black ink, appearing to read 'WIL'.

Will Hailer, Partner

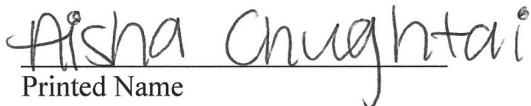
A handwritten signature in black ink, appearing to read 'Tim Mynett'.

Tim Mynett, Partner

CLIENT (Ilhan Omar for Congress)

A handwritten signature in black ink, appearing to read 'Aisha Chughtai'.

Signature

The printed name 'Aisha Chughtai' in black ink.

Printed Name

DIGITAL FUNDRAISING AGREEMENT

April 1, 2019 - December 31, 2020

E STREET GROUP CONSULTING AGREEMENT

AGREEMENT between E Street Group LLC ("Consultant") and Ilhan for Congress ("Client") on March 29, 2019.

W I T N E S S E T H :

WHEREAS, Client desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make its expertise and consulting services available to Client upon the terms and conditions set forth in this Agreement. The parties to this Agreement agree as follows:

1. CONSULTING SERVICES. Consultant agrees to perform the following consulting services during the term of this Agreement:

SCOPE –

We will be providing digital content for the website, Twitter, Facebook, Instagram, Google, and email. This includes advertising on some of the sites listed.

- Consultant will write, edit, and send fundraising and petition email content for the campaign at the direction of Client. Explicit approval is needed before content is made public. This will be done on the campaign's existing BSD account.
- Consultant will develop a social media strategy that will highlight the political work Ilhan Omar is doing in the district and in Congress. The work will also compliment the goals of the email program.
- Consultant will develop digital advertising campaigns for social media and search engine optimization. Purposes of such ads will be for email acquisition, fundraising, and engagement. The creative will be done with the guidance of the Client.
- Consultant will develop a peer to peer SMS program to highlight political accomplishments of Client. It may also be utilized for fundraising purposes, as well as get out the vote purposes during election season. Consultant can subcontract the technology vendor for this project.
- Consultant will make basic website updates as needed and where possible. Consultant will also provide a separate option for website upgrade.
- Consultant will make every attempt to abide by House ethics and legal rules, however Client understands Consultants are not lawyers and thus once approved by Client, Consultant maintains no liability.
- Will Hailer, Julie Thompson, and Virginia Purcell will be available to you for the duration of this project.
- Work not specified in this agreement is considered additional work and must be explicitly reauthorized.

Consultant further agrees that it will use reasonable efforts during the performance of such consulting services to promote the interests of Client and to devote to the business and affairs of Client during the term of this Agreement such portion of Consultant's time and energies as is necessary to perform such consulting services.

2. COMPENSATION.

A. RATE.

For the services performed pursuant to SCOPE (paragraph 1), Consultant will receive a monthly fees of: \$5,000 from April 1, 2019 through December 31, 2020.

B. EXPENSES.

- a. Consultant will be responsible for payment of all ordinary expenses incurred in the performance of the services described in "scope", including telephone, internet connection, computer paper, printer ink, etc.
- b. When possible, the Client will pay for Consultants expenses to execute this agreement including plane tickets, car rentals, hotels or other major expenses involved in national travel. If, for some reason, the Client prefers Consultant pay for those expenses they count as reimbursable expenses.
- c. Other expenses incurred in executing this agreement are also reimbursable and must be paid within 30 days. Consultant will obtain the prior approval of the Client before incurring any extraordinary expenses over \$50 excluding any meals in which the principal of the Client is present.

C. LATE PAYMENTS.

- a. On invoices for fees or reimbursements for which payment is not received within thirty (30) days, you agree to pay us simple interest, computed monthly, at two percent, until such payment is received. Invoice payments not received within (90) days will accrue 10 percent interest, until such payment is received.
- b. In the event of a disputed charge, you will notify us in writing of the disputed amount and reason for the dispute, and you agree to pay all undisputed amounts owed while the dispute is under negotiation.

3. TERM OF AGREEMENT. The term of this Agreement will begin on April 1, 2019 and end on December 31, 2020, or on such date as is otherwise agreed in writing by both parties. Either party may terminate this Agreement at any time upon thirty days' written notice to the other party.

4. COORDINATION. Consultant will coordinate all activities as instructed with permanent staff of Client in a collaborative manner.

5. CONFIDENTIALITY.

- A. Consultant agrees that Consultant will not, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement will terminate, divulge, furnish, make accessible, or permit the disclosure to anyone (other than Client or other persons employed or designated by Client) any knowledge or information of any type whatsoever acquired by Consultant in the course of the consultancy, including (but not limited to) knowledge or information relating to the business or activities of the Client, including business and activities relating to the services rendered under this Agreement, whether disclosed orally or visually to Consultant and whether stored on any tangible medium or memorialized by Consultant ("Confidential Information").
- B. The term Confidential Information includes all originals, recorded and unrecorded copies of such Confidential Information, as well as information derived therefrom and portions thereof. Such Confidential Information also includes, but is not limited to, all written or audio materials obtained, generated, produced or otherwise acquired during the course of the consultancy, including (but not limited to) any notes, charts, lists, computer files, electronic mail messages, phone logs or other memoranda, whether handwritten, typed, or otherwise created. Information will be Confidential Information even if no legal protection has been obtained or sought for such

information under applicable laws and whether or not Consultant has been notified that such information is Confidential Information.

- C. The term Confidential information does not include any information which: (i) at the time of disclosure to Consultant was or thereafter became publicly available or a matter of public knowledge, without a breach of this Agreement by Consultant; (ii) was given to Consultant by a third party who is not obliged to maintain confidentiality; (iii) has been independently acquired or developed by Consultant; (iv) was in the possession of or known by Consultant prior to this Agreement; or (v) was disclosed to Consultant pursuant to a requirement of law, or in response to a court order, subpoena, or action of governmental authority.
- D. Consultant will not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that the Consultant notifies Client, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Client a reasonable opportunity to contest such disclosure.
- E. Consultant agrees that any and all advertising copy, writings and materials, all sound recordings, all graphic, pictorial and audiovisual works, and all other works, in any form whatsoever, whether written, electronic or otherwise, created or produced by Consultant in the course of its performance of services under this Agreement will become and remain the exclusive property of the Client, and will be deemed works for hire created for the Client for purposes of the Copyright Law of 1976; and all copyright and any other rights in and to such writings and materials will belong to the Client.
- F. Notwithstanding the foregoing, any data, lists, swaps that are purchased by the Consultant and not billed to the Client for purpose of benefiting the Client are owned by the Consultant. Any such data that is purchased by the Consultant and billed to the Client is owned exclusively by the Client.
- G. Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Consultant will return all Confidential Information (as defined above) to Client, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

The obligations set forth in this section (CONFIDENTIALITY) will survive indefinitely the termination of this Agreement.

6. OTHER CONSULTING SERVICES. Client and Consultant agree that Consultant may provide independent consulting services to other individuals or entities.

7. NO LOBBYING. E Street Group LLC is not a lobbying firm and does not lobby. At no point in this engagement will E Street Group LLC conduct "lobbying" activity (as defined by federal, state, or local laws) on behalf of Client.

8. INDEPENDENT CONTRACTOR. Consultant will perform consulting services pursuant to this Agreement as an independent contractor with respect to Client, and nothing in this Agreement will create, or be deemed to create, any relationship of employer and employee or of master and servant between Client and Consultant.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY.

- A. Client agrees to defend, indemnify and hold harmless Consultant (and its officers, directors, employees, representatives and agents) (the "Indemnified Parties") from and against any and all claims, liability, losses, damages, penalties, fines, sanctions, costs or expenses (including, without

limitation, interest, attorneys' fees and expenses, and any governmental sanctions of any kind), resulting from, arising out of, or related to (i) Consultant's use of information or materials provided by Client, or work conducted at the direction of the Client (ii) Consultant's assistance with any government inquiry of Client, or (iii) this Agreement or the services and transactions related to this Agreement.

- B. In no event will Consultant be liable for any incidental, consequential or punitive damages of any kind.
- C. Consultant's total liability to Client, its successors, and assigns will be limited to amounts paid by Client under this Agreement in the preceding one (1) month before the occurrence of the liability.

The obligations set forth in this section (INDEMNIFICATION AND LIMITATION OF LIABILITY) will survive indefinitely the termination of this Agreement.

10. ASSIGNMENT. Except as specifically set forth in this Agreement, the rights and interests of Consultant in this Agreement may not be sold, transferred, assigned, pledged or hypothecated. The rights and obligations of Client under this Agreement will be binding upon and run in favor of the successors and assigns of Client. In the event of any attempted assignment or transfer of rights under this Agreement contrary to the provisions of the Agreement, Client will have no further liability for payments under this Agreement.

10. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the parties and will be governed by the law of the District of Columbia. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and will not be considered a part of this Agreement.

11. NON-COMPETE. Client may not recruit any principal, associate or employee of E Street Group LLC to leave the organization and work directly for the Client unless approved by both principals.

12. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements between the parties relating to the subject matter of the Agreement.

13. DISPUTE RESOLUTION. Client and Consultant both agree that any dispute concerning the services that cannot be resolved first by Client and Consultant will be arbitrated in accordance with the commercial rules of the American Arbitration Association, and any award will be final and enforceable by a court.

14. USE OF CLIENT NAME. Notwithstanding anything in this Agreement to the contrary, Consultant will have the right, upon Client's acceptance of the work under this Agreement, to reference client and the general nature of the work in presentations to prospects, clients or investors and on Consultant's website www.estreetgroup.com. Consultant will from time to time create case studies, presentations, articles, and the like related to the work ("Materials") and to utilize the Materials in public speaking engagements, publications, and other similar uses. In no event will Consultant utilize the Materials or these rights in any way which: 1) misrepresents our contribution; 2) damages or disadvantages Client's competitive position; or 3) violates our obligation of confidentiality to client or in any other document.

15. NOTICES. Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed effective when delivered in person, sent by electronic mail (delivery receipt

requested) or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to the Street Group LLC at E Street Group LLC c/o WeWork 80 M Street SE Fl 1 Washington DC 200031 and in the case of Client, to it via email or the address on their filing paperwork with federal, state or local reporting agencies.

IN WITNESS WHEREOF, the Client and Consultant each has caused this Agreement to be signed by its duly authorized representative as of the day and year first above written.

CONSULTANT (E Street Group LLC)



Will Hailer, Partner



Tim Mynett, Partner

CLIENT



Signature

Ilhan Omar

Printed Name

US Representative

Title

04/04/19

Date

**BEFORE THE
FEDERAL ELECTION COMMISSION**

MUR 7639)
)
Congresswoman Ilhan Omar)
Ilhan for Congress)
E Street Group, LLC)
Tim Mynett)
)
)

DECLARATION OF WILL HAILER

1. I am a member in E Street Group, LLC, a Limited Liability Company formed in the District of Columbia ("E Street Group").
2. E Street Group has entered into multiple contracts to provide services to Ilhan for Congress, Congresswoman Ilhan Omar's authorized campaign committee (the "campaign), beginning in June of 2018.
3. E Street Group provides multiple types of services to the campaign, including but not limited to services to assist the campaign in fundraising.
4. The services provided to Ilhan for Congress were and are unrelated to any personal purposes of the Congresswoman.
5. As a part of that work, E Street Group incurs travel expenses to assist the campaign with fundraising, including soliciting contributions for the campaign, assisting with and attending events, and for other services provided.
6. E Street Group seeks reimbursement from its clients for expenses incurred in the performance of services for those clients.

7. During the course of services provided to the campaign, E Street Group has sought reimbursement from Ilhan for Congress for travel expenses incurred while providing services to the campaign.
8. These reimbursements for travel expenses by Ilhan for Congress to E Street Group were incurred for campaign purposes, while providing services to the campaign.
9. These reimbursements were not made for expenses incurred for non-campaign purposes.
10. I declare, under penalty of perjury, that the foregoing is true and correct to the best of my present knowledge, information and belief.

Dated October 15, 2019: