

**STATE OF MINNESOTA
CAMPAIGN FINANCE AND PUBLIC DISCLOSURE BOARD**

**PRIMA FACIE
DETERMINATION**

IN THE MATTER OF THE COMPLAINT OF TROY SCHEFFLER REGARDING REPRESENTATIVE JOSHUA HEINTZEMAN AND THE COMMITTEE TO ELECT JOSH HEINTZEMAN

On February 11, 2025, the Campaign Finance and Public Disclosure Board received a complaint submitted by Troy Scheffler regarding Representative Joshua Heintzeman, a candidate for Minnesota House of Representatives District 6B. The Committee to Elect Josh Heintzeman is the principal campaign committee of Representative Heintzeman.

The complaint alleges a violation of Minnesota Statutes section 211B.04, which regulates the use of disclaimers on campaign material. The complaint alleges that within or about the week of October 7, 2024, the Heintzeman committee erected “homemade” 96-inch by 68-inch signs promoting Representative Heintzeman’s candidacy at multiple locations. The complaint includes two photographs of a single sign that the complaint alleges was displayed next to “Hastings Drive” facing the east side of State Highway 371 in Baxter on Crow Wing County parcel 40180626. The photographs are labeled as Exhibit 1. The complaint asserts that the sign failed to include any disclaimer. One of the photographs included with the complaint shows that the sign included a hand-written, vertically-oriented disclaimer that stated “Prepared and Paid for by the Committee to Elect Josh Heintzeman JoshHeintzeman.com”.

The complaint alleges a violation of Minnesota Statutes section 10A.09, which requires certain individuals to file an economic interest statement (EIS) with the Board, including Representative Heintzeman. The complaint alleges that during a probable cause hearing held on October 15, 2024, by the Office of Administrative Hearings (OAH) in an unrelated matter, Representative Heintzeman testified that his primary source of income is short-term rentals.¹ The complaint alleges that Representative “Heintzeman failed to disclose any income or real property related to” short-term rentals within EISs filed with the Board, including the 2024 Annual EIS filed January 27, 2025.² Representative Heintzeman’s 2024 Annual EIS disclosed that he or his spouse received compensation as an owner of “UP COUNTRY LOG LLC” (Up Country Log). The 2024 Annual EIS lists “Construction - specialty trade contractors” as a principal business or professional activity category within the sections pertaining to both business ownership and independent contracting.

The complaint asserts that Representative Heintzeman “has publicly claimed” that Up Country Log “only has an income of \$15-20k a year” and quotes the Heintzeman committee’s website,

¹ See *generally* [Scheffler v. Heintzeman](#), OAH Docket No. 25-0320-40310, Order of Dismissal (Oct. 18, 2024).

² Data from Representative Heintzeman’s 2024 Annual EIS is available at cfb.mn.gov/reports-and-data/officials-financial-disclosure/official/10687.

which states that the business is “a family run tree service and excavator business”³. Representative Heintzeman’s 2024 Annual EIS did not include any interests in real property located in Minnesota. The complaint also alleges that Representative Heintzeman failed to disclose securities held in 2024 on the basis that he filed a 2020 Annual EIS that listed a security, “Vanguard Balanced Index I”, and “there is no indication that he has liquidated anything.”

The complaint alleges a violation of Minnesota Statutes section 211B.12, which generally requires that campaign funds be used only for conducting election campaigns, or for noncampaign disbursements specifically permitted by law. The Heintzeman committee’s 2024 year-end report of receipts and expenditures includes a \$9,000 unpaid noncampaign disbursement for legal services dated June 17, 2024, owed to Jacobson, Magnuson, Anderson, & Halloran, PC, with the explanation “Estimate for defense against removal petition”.⁴ The complaint states that a petition was filed on June 21, 2024, and that Representative “Heintzeman hired Reid LeBeau to file a brief.” The complaint includes a case number, a case caption, and the website address for the Minnesota Appellate Courts Case Management System, commonly known as P-MACS, where filings related to the petition may be viewed. An opinion issued by the Minnesota Supreme Court in that case on October 23, 2024, is available within P-MACS. The opinion states:

This matter involves a petition that Matthew Eric Zinda filed under Minn. Stat. § 204B.44 (2022), asking us to direct respondents Steve Simon, Minnesota Secretary of State, and Deborah Erickson, Crow Wing County Auditor, to exclude Josh Heintzeman as a candidate for State Representative for Legislative District 6B on the 2024 primary and general election ballots.⁵

The opinion states that the petition was denied within an order filed on July 11, 2024. The opinion lists R. Reid LeBeau II as counsel for Representative Heintzeman. The complaint alleges that the amount of \$9,000 is excessive because Mr. LeBeau “had no more than 2 days to write an optional brief for Heintzeman as an interested party...most likely only one day. This was the extent of Mr. LeBeau’s possible services due to the briefing schedule and when Heintzeman was served.” The complaint alleges that the \$9,000 expense was an attempt by Representative Heintzeman “to frontload his ‘retainer’ with LeBeau to cover other non-campaign related cases” including a forthcoming lawsuit alleging a First Amendment violation based on alleged deletion of Facebook comments and *Scheffler v. Franzen, et al.*, 18-cv-22-3881, which according to the complaint concerns alleged defamation.

The Heintzeman committee’s 2024 year-end report includes noncampaign disbursements for legal services, paid to Crow Wing County Court Administration, consisting of \$75 dated August 28, \$295 dated September 9, and \$75 dated September 25, 2024, each explained as “Court Fees”. The complaint asserts that those expenses were related to the defamation

³ joshheintzeman.com

⁴ The Heintzeman committee’s campaign finance reports are available at cfb.mn.gov/reports-and-data/viewers/campaign-finance/candidates/17782/ by selecting the Reports and Data tab.

⁵ *Zinda v. Simon*, 12 N.W.3d 706, 707 (Minn. 2024).

lawsuit, which according to the complaint concerns the complainant's campaign, rather than Representative Heintzeman's campaign. The complaint includes the website address for Minnesota Court Records Online (MCRO)⁶ and the case number for the defamation lawsuit, 18-CV-22-3881. MCRO indicates that Representative Heintzeman paid court fees of \$75 on August 26, \$295 on September 3, and \$75 on September 23, 2024, related to that lawsuit. The complaint includes a copy of a memorandum the complainant filed in that lawsuit, labeled Exhibit 11, which refers to the Heintzeman committee's payment of those fees. The complaint also includes a copy of a memorandum filed by an attorney for Representative Heintzeman and his spouse in that lawsuit, labeled as Exhibit 12. That memorandum describes the lawsuit as a frivolous claim seeking to blame Representative Heintzeman and his spouse for complainant's failure to be elected as a Crow Wing County Commissioner in 2022.

The Heintzeman committee's 2024 year-end report includes a \$20,000 unpaid noncampaign disbursement for legal services dated December 9, 2024, owed to Chalmers, Adams, Backer & Kaufman, LLC, with the explanation "Estimate for legal defense". The complaint initially asserts that the expense was related to the defamation lawsuit and that Representative Heintzeman is represented in that matter by Aaron Bostrom, an attorney with CrossCastle PLLC. The complaint alleges that the Heintzeman committee's 2024 year-end report does not include any expenses paid or owed to CrossCastle because Mr. LeBeau was directing Representative Heintzeman's defense in that action despite being a member of a different law firm. The complaint subsequently asserts that the \$20,000 expense may have been related to a separate lawsuit alleging a First Amendment violation based on alleged deletion of Facebook comments, *Zinda v. Heintzeman*, 18-cv-24-2821. The complaint also suggests a third possible explanation for the \$20,000 expense, which involves two complaints filed with the Board in 2024 alleging violations of the disclaimer requirement. The complaint states:

the only cases Heintzeman is currently in are two CFB Disclaimer complaints that have already passed Probable Cause and a defamation suit. Taking into account the defamation case isn't even campaign related, how on earth does he estimate \$20,000 for final wrap up in 2025 for legal expenses on two campaign disclaimer violations??

The Heintzeman committee's 2024 year-end report also includes a \$6,000 in-kind contribution received from the HRCC, a political party unit registered with the Board, and a corresponding in-kind noncampaign disbursement for legal services dated December 31, 2024, with the explanation "Legal Fees". The complaint notes that the HRCC's 2024 year-end report does not include an in-kind contribution made to the Heintzeman committee.⁷

The complaint asserts that "the Defamation and 1st Amendment cases have absolutely nothing to do with" the Heintzeman campaign and argues that Representative Heintzeman "shouldn't be able to expense a dime for responding to the numerous complaints against him for intentional conduct."

⁶ publicaccess.courts.state.mn.us/CaseSearch

⁷ The HRCC's campaign finance reports are available at cfb.mn.gov/reports-and-data/viewers/campaign-finance/party-unit/20010/ by selecting the Reports and data tab.

The complaint cites Minnesota Statutes section 211A.07 and generally argues that it requires campaign committees, such as the Heintzeman committee, to pay bills within 60 days.

The complaint asserts a violation of Minnesota Statutes section 10A.29. In support of that assertion the complaint notes that various principal campaign committees made contributions to the HRCC in 2024, including the Heintzeman committee. The 2024 year-end reports of the Heintzeman committee and the HRCC state that the Heintzeman committee made monetary contributions to the HRCC in 2024 totaling \$20,200. The complaint states that Republican candidates solicit:

money from their constituents under the guise of supporting their campaigns to then turn around and donate tens of thousands of those funds into the HRCC to have it then issue kickbacks to the same house reps, buy endorsements, fund pet projects, and primary out anyone with enough ethical fortitude to challenge their clique.

. . .

The HRCC serves as a “pay to play” with the party as reps use this money to buy into committee assignments to run grifts and gain employment through the Republican Party of Minnesota. These politicians have turned the HRCC into the antithesis of Minn. Stat. 10A.29 prohibiting circumvention.

The complaint alleges a violation of Minnesota Statutes section 10A.16, which prohibits earmarking of contributions. In support of that assertion the complaint states that Representative Heintzeman solicited contributions to the HRCC in 2021 and 2022 while stating that contributions would be used to support endorsed Republican candidates, and that the Heintzeman committee contributed a total of \$15,550 to the HRCC in 2021 and 2022. The complaint states that the HRCC paid Representative Heintzeman’s son a total of \$15,929.92 in 2022 for employee expenses, \$3,965.50 of which was for mileage. The complaint argues that Representative Heintzeman’s solicitation of contributions was fraudulent because non-endorsed candidates received funds from the HRCC, and asserts that the Heintzeman committee contributed money Representative Heintzeman “clearly had already earmarked for his son.” The complaint does not appear to identify any specific candidate that benefited from an earmarked contribution.

The complaint alleges “unlawful appropriation” on the basis that Representative Heintzeman has received payments from the Heintzeman committee. The complaint alleges that Representative Heintzeman received \$5,446.72 in loan payments in 2018 despite there being “no evidence of any contribution made as a loan” to the Heintzeman committee. That assertion is contradicted by the Heintzeman committee’s campaign finance reports. The Heintzeman committee’s 2016 year-end report states that the committee ended 2016 with no loan debt. The committee’s 2017 year-end report includes five loan receipts from Representative Heintzeman totaling \$2,799.22, and states that the entirety of the loan balance remained outstanding as of the end of 2017. The committee’s 2018 year-end report states that the loan balance of

\$2,799.22 was repaid in full to Representative Heintzeman on February 13, 2018, the committee subsequently borrowed a total of \$2,647.50 from Representative Heintzeman in 2018, and that balance was repaid in full on December 27, 2018.

The complaint notes that according to its 2024 year-end report, the Heintzeman committee paid Representative Heintzeman an outstanding loan balance of \$5,000 on February 26, 2024. The complaint states “What the loan was ever for, is not reported” and implies that none of the loan payments to Representative Heintzeman are explained by corresponding loan receipts. That assertion is contradicted by the Heintzeman committee’s campaign finance reports. The committee’s 2021 year-end report includes a single loan from Representative Heintzeman of \$4,726.15 dated June 15, 2021. The committee’s 2022 year-end report states that \$3,000 of the outstanding loan balance was repaid on October 5, 2022, and the committee received another loan of \$2,500 from Representative Heintzeman on December 30, 2022, resulting in an outstanding loan balance of \$4,226.15 as of the end of 2022. The committee’s 2023 year-end report includes loan receipts totaling \$773.85, resulting in an outstanding loan balance of \$5,000 as of the end of 2023, which was repaid in full in 2024.

The complaint also asserts that Representative Heintzeman could “benefit himself financially if funneling campaign expenditures through personal credit cards with rewards attached, etc.”. The complaint does not affirmatively allege or provide evidence that Representative Heintzeman or anyone else has received rewards or other benefits as a result of the use of a personal credit card for campaign expenses.

The complaint alleges a violation of Minnesota Statutes section 211A.02. It is not clear what specific conduct the complaint alleges constitutes a violation of that statute. However, the complaint states that the Heintzeman committee did not disclose the purpose of loans made by Representative Heintzeman to his campaign committee.

Determination

Minnesota Statutes section 10A.022, subdivision 3, authorizes the Board to investigate alleged or potential violations of Minnesota Statutes chapter 10A, in addition to violations of Minnesota Statutes sections 211B.04, 211B.12, and 211B.15 related to certain entities regulated by the Board. The Board does not have investigative authority with respect to alleged violations of Minnesota Statutes Chapter 211A.

Disclaimers

Minnesota Statutes section 211B.04 generally requires principal campaign committees to “prominently include” on their campaign material a disclaimer substantially in the form provided in Minnesota Statutes section 211B.04, subdivision 1. The sign depicted in the complaint contains a disclaimer in the form required by statute. The word “prominently” is not defined by statute or by administrative rule. Minnesota Statutes section 211B.04, subdivision 5, generally

imposes a minimum font size for disclaimers on written communications, but that provision specifically excludes outdoor signs.

The legislature may wish to amend the disclaimer requirement to define the word “prominently” or to otherwise impose specific requirements concerning the size and orientation of disclaimers on outdoor signs. However, the disclaimer on the sign depicted in the complaint is visible and legible within one of the photographs provided with the complaint. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 211B.04.

Economic interest statements

Minnesota Statutes section 10A.09, subdivision 5, provides that an economic interest statement (EIS) must include, in relevant part:

- (2) a listing of the name of each associated business and the nature of that association;
- (3) a listing of all real property within the state, excluding homestead property, in which the individual or the individual's spouse holds: (i) a fee simple interest, a mortgage, a contract for deed as buyer or seller, or an option to buy, whether direct or indirect, if the interest is valued in excess of \$2,500; or (ii) an option to buy, if the property has a fair market value of more than \$50,000;
- (4) a listing of all real property within the state in which a partnership of which the individual or the individual's spouse is a member holds: (i) a fee simple interest, a mortgage, a contract for deed as buyer or seller, or an option to buy, whether direct or indirect, if the individual's share of the partnership interest is valued in excess of \$2,500; or (ii) an option to buy, if the property has a fair market value of more than \$50,000. A listing under this clause or clause (3) must indicate the street address and the municipality or the section, township, range and approximate acreage, whichever applies, and the county in which the property is located;
- ...
- (6) a listing of the principal business or professional activity category of each business from which the individual or the individual's spouse receives more than \$250 in any month during the reporting period as an employee, if the individual or the individual's spouse has an ownership interest of 25 percent or more in the business;
- (7) a listing of each principal business or professional activity category from which the individual or the individual's spouse received compensation of more than \$2,500 in the past 12 months as an independent contractor;
- (8) a listing of the full name of each security with a value of more than \$10,000 owned in part or in full by the individual or the individual's spouse, at any time during the reporting period; and

Minnesota Statutes section 10A.01, subdivision 35a, defines the word securities to exclude “shares in a mutual fund.” While Representative Heintzeman may have disclosed more than he was required to disclose within his 2020 Annual EIS, the subsequent absence of the name of what appears to be a mutual fund within Representative Heintzeman’s EISs is not evidence of a violation. Moreover, Minnesota Statutes section 10A.09 does not require the disclosure of any sale of assets, such as securities. Even if Vanguard Balanced Index I is a security within the meaning of Minnesota Statutes Chapter 10A, its absence from EISs subsequent to the 2020 Annual EIS would not be evidence of a violation because Representative Heintzeman is not required to disclose the sale of a security. Therefore, the complaint does not include evidence that Representative Heintzeman filed an EIS that failed to disclose any security held by Representative Heintzeman or his spouse with a value in excess of \$10,000.

As used in Minnesota Statutes section 10A.09, subdivision 5, paragraph (a), clauses (6) and (7), the phrase “business or professional activity category” means “the general topic headings used by the federal Internal Revenue Service for purposes of reporting self-employment income on Schedule C.” Minn. Stat. § 10A.09, subd. 5 (b). Minnesota Statutes section 10A.01, subdivision 5, defines the term “associated business” to include:

an association, corporation, partnership, limited liability company, limited liability partnership, or other organized legal entity from which the individual or the individual's spouse receives compensation in excess of \$250, except for actual and reasonable expenses, in any month during the reporting period as a director, officer, owner, member, partner, employer or employee, or whose securities the individual or the individual's spouse holds worth more than \$10,000 at fair market value.

Minnesota Rules 4501.0100, subpart 4, defines the word compensation to include “every kind of payment for labor or personal services.”⁸ The instructions provided to officials completing an EIS state that compensation does not include payments that do not result from the performance of services, such as rental income.

Beyond requiring, under certain circumstances, the inclusion of the principal business or professional activity category of a business from which an official or their spouse received payment as an employee or independent contractor, Minnesota Statutes section 10A.09 does not require a description of income that an official or their spouse received as a result of owning a business. The term “associated business” is limited, by definition, to an entity from which the official or their spouse received compensation, which does not include rental income.

If the rental income in question was generated by Up Country Log, there does not appear to be any failure to list “the name of each associated business and the nature of that association” because Representative Heintzeman’s 2024 Annual EIS listed Up Country Log as a source of income owned by either Representative Heintzeman or his spouse. If Representative

⁸ This definition has been amended, effective February 25, 2025. The amendment does not impact whether rental income is classified as compensation.

Heintzeman or his spouse had an ownership interest in a separate business that produced rental income, and neither received compensation from that business as an employee or independent contractor, the name of that business was not required to be disclosed within EISs filed by Representative Heintzeman. The complaint does not include evidence of a business owned by Representative Heintzeman or his spouse, other than Up Country Log, from which Representative Heintzeman or his spouse received compensation. Therefore, the complaint does not include evidence that Representative Heintzeman filed an EIS that failed to disclose an associated business or the business or professional activity category of any business.

While an EIS need not disclose the name of a business that only produces rental income, it must disclose ownership interests in real property in Minnesota valued in excess of \$2,500, aside from homestead property. An EIS must disclose property ownership by an official or their spouse regardless of whether the ownership interest is “direct or indirect”. The complaint alleges and provides evidence that Representative Heintzeman or his spouse own non-homestead property in Minnesota, either directly or indirectly. The chair therefore concludes that the complaint states a prima facie violation of Minnesota Statutes section 10A.09, subdivision 5, paragraph (a), clauses (3)-(4).

Use of money collected for political purposes and noncampaign disbursements

Minnesota Statutes section 211B.12 provides that “Use of money collected for political purposes is prohibited unless the use is reasonably related to the conduct of election campaigns, or is a noncampaign disbursement as defined in section 10A.01, subdivision 26.” The statute further provides that “Money collected for political purposes and assets of a political committee or political fund may not be converted to personal use.” Minnesota Statutes section 10A.01, subdivision 26, paragraph (a), clause (1), provides that the term “noncampaign disbursement” includes a principal campaign committee’s “payment for accounting and legal services related to operating the candidate’s campaign committee, serving in office, or security for the candidate or the candidate’s immediate family, including but not limited to seeking and obtaining a harassment restraining order”.⁹ Minnesota Rules 4503.0900, subpart 3, provides that “Itemization of an expense which is classified as a noncampaign disbursement must include sufficient information to justify the classification.” The Board previously concluded that a principal campaign committee may not pay for legal fees unless the legal services provided benefit the committee.¹⁰ However, that was prior to the noncampaign disbursement category for accounting and legal services being expanded by the legislature in 2023. That category now includes “legal services related to . . . serving in office”.

Minnesota Statutes section 10A.01, subdivision 3, defines the term “advance of credit” to mean “any money owed for goods provided or services rendered.” Advances of credit are more commonly known as unpaid bills.

⁹ This definition was amended effective August 1, 2023. [2023 Minn. Laws ch. 62, art. 5, § 6.](#)

¹⁰ See, e.g., [Findings, Conclusions, and Order in the Matter of the complaint of Steve Drazkowski regarding the Neighbors for Ilhan \(Omar\) committee \(June 6, 2019\).](#)

The Heintzeman committee's 2024 year-end report includes a \$9,000 unpaid noncampaign disbursement for legal services dated June 17, 2024, with the explanation "Estimate for defense against removal petition." Based on information included in the complaint, that expense was for legal services intended to prevent Representative Heintzeman's name from being removed from the ballot in 2024, which is related to operating the Heintzeman committee. While the complaint speculates that the amount of \$9,000 includes legal services unrelated to the petition filed in *Zinda v. Simon*, and notes the very short time period during which documents were filed with the Minnesota Supreme Court in that matter, the complaint does not provide direct evidence supporting the assertion that the Heintzeman committee incurred less than \$9,000 in expenses related to that action.

The Heintzeman committee's 2024 year-end report includes a \$6,000 in-kind contribution received from the HRCC, and a corresponding in-kind noncampaign disbursement for legal services dated December 31, 2024, with the explanation "Legal Fees". The Heintzeman committee's report states that the legal services in question were not paid for by the Heintzeman committee, but rather were provided by the HRCC as an in-kind contribution, and the complaint does not provide evidence to the contrary. Based on the foregoing analysis, the complaint does not provide evidence of a violation of Minnesota Statutes section 211B.12 with respect to the \$9,000 and \$6,000 expenses for legal services included within the Heintzeman committee's 2024 year-end report.

The Heintzeman committee's 2024 year-end report includes a \$20,000 unpaid noncampaign disbursement for legal services dated December 9, 2024, with the explanation "Estimate for legal defense," owed to Chalmers, Adams, Backer & Kaufman, LLC. The Heintzeman committee's 2024 year-end report also includes three noncampaign disbursements for legal services totaling \$445 in August and September of 2024, paid to "Crow Wing County Court Administration" and explained as "Court Fees". The complaint alleges and provides evidence that the court fees and the \$20,000 unpaid bill were related to a defamation lawsuit in which Representative Heintzeman is one of the defendants. The complaint alleges and provides evidence that the defamation lawsuit is not related to operating the Heintzeman committee. It is not clear whether the defamation lawsuit is sufficiently related to Representative Heintzeman serving in office, but the complaint provides some evidence that it is not, including the website address where filings in that lawsuit may be viewed and copies of memoranda filed in that lawsuit, labeled Exhibits 11 and 12. The chair therefore concludes that the complaint states a prima facie violation of Minnesota Statutes section 211B.12 with respect to the court fees and the \$20,000 unpaid bill.

The allegation that Representative Heintzeman received loan payments from the Heintzeman committee without corresponding loans made to the committee is directly contradicted by the Heintzeman committee's campaign finance reports. While the complaint speculates that Representative Heintzeman could receive rewards by using a personal credit card to pay for campaign expenses, the complaint does not affirmatively allege, or provide evidence, that principal campaign committee funds were used to purchase goods or services for the personal

benefit of Representative Heintzeman. Therefore, the complaint does not provide evidence of a violation of Minnesota Statutes section 211B.12.

The Heintzeman committee's 2024 year-end report does not include explanations sufficient to determine whether the \$20,000 unpaid expense, the \$6,000 in-kind expense, and \$445 in paid expenses, each classified as a noncampaign disbursement, were for "legal services related to operating the candidate's campaign committee, serving in office, or security for the candidate or the candidate's immediate family. . . ." The chair therefore concludes that the complaint states a prima facie violation of Minnesota Rules 4503.0900, subpart 3, with respect to the reporting of those expenses.

Timely rendering of bills

The complaint cites Minnesota Statutes section 211A.07 and claims that it requires the Heintzeman committee to pay bills within 60 days. The Board does not have investigative authority with respect an alleged violation of Minnesota Statutes Chapter 211A. Minn. Stat. § 10A.022, subd. 3. Minnesota Statutes section 10A.18 applies to vendors who provide services to principal campaign committees, including the Heintzeman committee, and is similar to section 211A.07 in that it requires a vendor to render a bill "within 60 days after the material or service is provided." However, like Minnesota Statutes section 211A.07, it does not impose any requirement in terms of how quickly a bill must be paid. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.18.

Circumvention

Minnesota Statutes section 10A.29 prohibits attempting to "circumvent this chapter by redirecting a contribution through, or making a contribution on behalf of, another individual or association. . . ." The complaint appears to allege that circumvention occurred when the Heintzeman committee made \$20,200 in monetary contributions to the HRCC in 2024, in an alleged attempt to curry favor with the HRCC, or the Republican Party of Minnesota as a whole. The complaint does not appear to explain what provision within Minnesota Statutes Chapter 10A may have been circumvented. Chapter 10A does not prohibit principal campaign committees from making contributions to party units in an attempt to gain favorable treatment or to generally support the party unit's favored candidates. Minnesota Statutes section 10A.27, subdivision 9, generally prohibits principal campaign committees from making contributions to other principal campaign committees, but the complaint does not allege or provide evidence that the Heintzeman committee redirected a contribution through the HRCC in order to circumvent that prohibition, or any other prohibition or limit. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.29.

Earmarking

Minnesota Statutes section 10A.16 provides that "An individual, . . . principal campaign committee, or party unit may not solicit or accept a contribution from any source with the

express or implied condition that the contribution or any part of it be directed to a particular candidate other than the initial recipient.” A primary purpose of Minnesota Statutes section 10A.16 is to prevent circumvention of the contribution limits applicable to principal campaign committees by routing contributions through an intermediary. The complaint does not specify whether Representative Heintzeman solicited contributions to the HRCC before or after the Republican Party of Minnesota completed the process of endorsing candidates for state representative in 2022. The HRCC’s solicitation and acceptance of a contribution with the understanding that the contribution will be used to support the party’s endorsed candidates does not constitute earmarking unless the contribution is conditioned upon being directed to a particular candidate. The complaint does not allege or provide evidence that any contribution solicited or accepted by the HRCC was conditioned upon being directed to a specific candidate.

The complaint argues that the Heintzeman committee’s contributions to the HRCC in 2021 and 2022 were earmarked for Representative Heintzeman’s son. However, the complaint does not allege or provide evidence that Representative Heintzeman’s son was a candidate within the meaning of Minnesota Statutes section 10A.01, subdivision 10, in 2022, and earmarking cannot occur without a candidate being the intended beneficiary. The complaint appears to assert that contributors to the HRCC were misled with respect to how their contributions would be used, but that does not constitute earmarking. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.16.

Conflict of interest

The complaint cites Minnesota Statutes section 10A.07, which generally provides what certain officials must do when there is a potential conflict of interest. For purposes of that statute, a conflict of interest may exist only if an official “in the discharge of official duties would be required to take an action or make a decision that would substantially affect the official’s financial interests or those of an associated business. . . .” The complaint does not appear to describe actions that Representative Heintzeman took in the discharge of his official duties as a state representative, or how any such actions may have affected Representative Heintzeman’s financial interests. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.07.

Commingling

The complaint alleges commingling on the basis that Representative Heintzeman received money from the Heintzeman committee for mileage and loan payments. Minnesota Statutes section 10A.11, subdivision 5, provides that a “principal campaign committee . . . may not commingle its funds with personal funds of officers, members, or associates of the committee.” The complaint does not allege or provide evidence that Representative Heintzeman’s personal funds and the funds of the Heintzeman committee were combined. Rather, the complaint alleges that the Heintzeman committee paid Representative Heintzeman for campaign expenses. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.11, subdivision 5.

Reporting

The discrepancy between the reports of the Heintzeman committee and the HRCC with respect to the \$6,000 in-kind contribution reported by the Heintzeman committee will be addressed as part of the routine reconciliation process conducted by Board staff pursuant to Minnesota Statutes section 10A.025, subdivision 5.

The complaint alleges a violation of Minnesota Statutes section 211A.02, and appears to support that assertion by stating that the Heintzeman committee did not disclose the purpose of loans made to the committee by Representative Heintzeman. The Board does not have investigative authority with respect an alleged violation of Minnesota Statutes Chapter 211A. Minn. Stat. § 10A.022, subd. 3. Minnesota Statutes section 10A.20, subdivision 3, paragraph (e), applies to the Heintzeman committee and requires the disclosure of loans made to the committee, but does not require disclosure of the purpose of a loan or any other type of receipt. The chair therefore concludes that the complaint does not state a prima facie violation of Minnesota Statutes section 10A.20, subdivision 3, paragraph (e).

Conclusion

Pursuant to Minnesota Statutes section 10A.022, subdivision 3, this prima facie determination is made by a single Board member and not by any vote of the entire Board. This prima facie determination does not mean that the Board has commenced, or will commence an investigation or has made any determination of a violation by any of the individuals or entities named in the complaint.

Pursuant to Minnesota Statutes section 10A.022, subdivision 3 (d), within 60 days of the date of this determination, the Board will make findings and conclusions as to whether probable cause exists to believe that a violation of Minnesota Statutes sections 10A.09 or 211B.12, or Minnesota Rules 4503.0900, subpart 3, has occurred and warrants a formal investigation. The complainant and the respondents named in this prima facie determination will be given an opportunity to be heard by the Board prior to any decision on probable cause.

Until the Board makes a public finding or enters into a conciliation agreement, this matter is subject to the confidentiality requirements of Minnesota Statutes section 10A.022, subdivision 5.



Faris Rashid, Chair
Campaign Finance and Public Disclosure Board

Date: February 21, 2025