

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-124 (NEB/TNL)

UNITED STATES OF AMERICA,

SUPERSEDING INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 666

v.

18 U.S.C. § 1343

18 U.S.C. § 1542

1. ABDIAZIZ SHAFII FARAH,

18 U.S.C. § 1956

2. MOHAMED JAMA ISMAIL,

18 U.S.C. § 1957

3. MAHAD IBRAHIM

4. ABDIMAJID MOHAMED NUR,

5. SAID SHAFII FARAH,

6. ABDIWAHAB MAALIM AFTIN,

7. MUKHTAR MOHAMED SHARIFF,

8. HAYAT MOHAMED NUR,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the superseding indictment:

INTRODUCTION

1. The defendants devised and carried out a \$40 million scheme to defraud the federal child nutrition program, a program designed to provide free meals to children in need. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants capitalized on changes in the program intended to ensure that underserved children received adequate nutrition during the Covid-19 pandemic. The defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds.



Exhibit 8

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program (SFSP) is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program (CACFP) is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating child care centers, daycare homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program in Minnesota are served at “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal Child

Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds to MDE on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement funds to the sites under its sponsorship. The sponsoring agency retains ten to fifteen percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in education-based programs or activities. During the Covid-19 pandemic, the USDA waived several of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of

Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative

fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

15. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a “pay-to-play” scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

C. Sponsor A

16. Sponsor A was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Like Feeding Our Future, prior to the onset of the Covid-19 pandemic, Sponsor A was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

17. Beginning in approximately April 2020, Sponsor A dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$5.6 million in federal funds to sites under its sponsorship in 2019 to more than \$200 million in 2021. In 2021, sites under the sponsorship of Sponsor A claimed to have served more than 80 million meals to

children in Minnesota. Many of the sites operating under the sponsorship of Sponsor A fraudulently inflated their claims in order to appear that they were providing more food to children than was true. Together, the defendants claimed to be serving meals to tens of thousands of children each day throughout the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

D. The Defendants and Their Roles

18. Defendants ABDIAZIZ FARAH and MOHAMED ISMAIL were co-owners and operators of Empire Cuisine and Market LLC (“Empire Cuisine and Market”), a for-profit restaurant located in Shakopee, Minnesota. ABDIAZIZ FARAH registered Empire Cuisine and Market with the State of Minnesota in or about April 2020. Through Empire Cuisine and Market, ABDIAZIZ FARAH and MOHAMED ISMAIL participated in the Federal Child Nutrition Program both as a site and as a meal vendor under the sponsorship of both Feeding Our Future and Sponsor A. As a meal vendor, Empire Cuisine and Market was supposed to provide food or meals to sites participating in the Federal Child Nutrition Program; Empire Cuisine and Market would be reimbursed for the cost of the food and meals it actually provided to the public. In all, Empire Cuisine and Market received more than \$28 million in Federal Child Nutrition Program funds between approximately May 2020 and January 2022.

19. ABDIAZIZ FARAH also owned and operated Empire Enterprises LLC (“Empire Enterprises”), a shell company he created in or about April 2021 for use in receiving and laundering Federal Child Nutrition Program funds. ABDIAZIZ FARAH

used Empire Enterprises to receive and launder more than \$7 million in Federal Child Nutrition Program funds.

20. MOHAMED ISMAIL also owned MZ Market LLC, a shell company he created in or about June 2021 for use in receiving and laundering fraud proceeds.

21. Defendant MAHAD IBRAHIM was the president and owner of ThinkTechAct Foundation (“ThinkTechAct”), a Minnesota non-profit organization that also operated under the name Mind Foundry Learning Foundation (“Mind Foundry”). ABDIAZIZ FARAH served as a member of ThinkTechAct’s Board of Directors.

22. ThinkTechAct and Mind Foundry created more than two dozen Federal Child Nutrition Program sites throughout the State of Minnesota, including in Minneapolis, St. Paul, Bloomington, Burnsville, Faribault, Owatonna, Shakopee, Circle Pines, and Willmar. These sites operated under the sponsorship of both Sponsor A and Feeding Our Future. At various times, ThinkTechAct and Mind Foundry claimed to be serving meals to more than 25,000 children a day at their sites. In all, between in or about February 2021 and January 2022, ThinkTechAct received more than \$18 million in Federal Child Nutrition Program funds from Sponsor A and another \$3.7 million from Feeding Our Future.

23. MAHAD IBRAHIM also owned MIB Holdings LLC, a shell company he used to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, Empire Enterprises, and other companies involved in

the scheme to defraud. MAHAD IBRAHIM used MIB Holdings to receive and launder more than \$2 million in Federal Child Nutrition Program funds.

24. Defendant ABDIMAJID NUR created and submitted fraudulent meal count sheets and invoices purporting to document the number of meals served at Federal Child Nutrition Program sites run by him and his co-conspirators. ABDIMAJID NUR also created and submitted fake attendance rosters purporting to list the names of the children who received meals at the sites.

25. Defendant ABDIMAJID NUR created Nur Consulting LLC in or about April 2021 to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, ThinkTechAct, and other entities involved in the scheme to defraud. ABDIMAJID NUR used Nur Consulting to receive and launder more than \$800,000 in Federal Child Nutrition Program funds between approximately April 2021 and January 2022.

26. Defendant SAID FARAH, the brother of ABDIAZIZ FARAH, and Defendant ABDIWAHAB AFTIN were the owners of Bushra Wholesalers LLC, a shell company SAID FARAH registered with the State of Minnesota in or about February 2021. Bushra Wholesalers purported to be a meal vendor company in the business of providing meals to be served at Federal Child Nutrition Program sites. In reality, Bushra Wholesalers was used to receive and launder more than \$4.5 million in Federal Child Nutrition Program funds between approximately February 2021 and January 2022.

27. Defendant MUKHTAR SHARIFF participated in the fraudulent scheme by, among other things, submitting fraudulent meal count sheets, invoices, and rosters claiming that he and others were serving meals to as many as 3,500 children a day at a site in Bloomington, Minnesota. MUKHTAR SHARIFF was also the CEO of Afrique Hospitality Group LLC, a company that he created in January 2021 and used to receive and launder Federal Child Nutrition Program funds.

28. Defendant HAYAT NUR, the sister of ABDIMAJID NUR, created and submitted fraudulent meal count sheets and invoices purporting to document the number of meals served at the defendants' Federal Child Nutrition Program sites. She also submitted fake invoices purporting to document the money sent to shell companies created and used to receive and launder proceeds of the scheme to defraud.

29. Individual J.S. was an employee of Sponsor A and a member of Sponsor A's board of directors. J.S. created a shell company called The Free Minded Institute LLC in July 2021. He enrolled The Free Minded Institute in the Federal Child Nutrition Program under the sponsorship of Sponsor A. The Free Minded Institute received nearly \$2.5 million in Federal Child Nutrition Program funds from Sponsor A from October 2021 to January 2022. J.S. paid over 97 percent of these funds to Empire Cuisine and Market. The rest of the money J.S. used for his own personal use.

30. Hadith Yusuf Ahmed and Individual I.M. were Feeding Our Future employees who solicited and received bribes and kickbacks from individuals and

companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

Count 1

(Wire Fraud Conspiracy)

31. Paragraphs 1 through 30 are incorporated herein.

32. From in or about April 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
MOHAMED JAMA ISMAIL,
MAHAD IBRAHIM,
ABDIMAJID MOHAMED NUR,
SAID SHAFII FARAH,
ABDIWAHAB MAALIM AFTIN,
MUKHTAR MOHAMED SHARIFF,
HAYAT MOHAMED NUR,

conspired with each other, and others known and unknown to the Grand Jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

33. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified invoices and meal count records with substantially inflated figures.

Manner and Means of the Conspiracy

34. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

35. The defendants opened more than thirty Federal Child Nutrition Program sites throughout the State of Minnesota. They opened these sites in the name of several entities, including ThinkTechAct, Mind Foundry, The Free Minded Institute, and Empire Cuisine and Market.

36. As part of this conspiracy, MAHAD IBRAHIM enrolled his non-profit organization—called ThinkTechAct or Mind Foundry—in the Federal Child Nutrition Program. ThinkTechAct and Mind Foundry purported to provide STEM educational programs. In reality, the company operated as a shell designed to carry out the scheme to defraud the Federal Child Nutrition Program. During 2020 and 2021, MAHAD IBRAHIM opened up more than two dozen Federal Child Nutrition Program sites throughout the State of Minnesota, including in Minneapolis, St. Paul, Bloomington, Burnsville, Faribault, Owatonna, Shakopee, Circle Pines, and Willmar. MAHAD IBRAHIM opened and operated ThinkTechAct and Mind Foundry sites under the sponsorship of both Sponsor A and Feeding Our Future.

37. At times, MAHAD IBRAHIM and his co-conspirators fraudulently claimed to be serving meals to more than 25,000 children a day at the ThinkTechAct and Mind Foundry sites in 2021. Based on these fraudulent claims, ThinkTechAct and Mind Foundry received more than \$18 million in Federal Child Nutrition

Program funds from Sponsor A and an additional \$3.7 million from Feeding Our Future.

38. The conspirators also created a non-profit organization called The Free Minded Institute. Like ThinkTechAct and Mind Foundry, The Free Minded Institute purported to provide educational programming to children. In reality, the organization was created by a former employee and board member of Sponsor A and used as part of the fraudulent scheme. After enrolling The Free Minded Institute in the Federal Child Nutrition Program under the sponsorship of Sponsor A, the conspirators claimed that the company was serving meals to thousands of children at six sites around the State of Minnesota. Based on these fraudulent claims, The Free Minded Institute received nearly \$2.5 million in Federal Child Nutrition Program funds from Sponsor A.

39. In support of these claims, ABIDIMAJID NUR, HAYAT NUR, and other co-conspirators created and submitted fake meal count sheets and attendance rosters purporting to list the names of children who received meals at their sites. In reality, the rosters and other paperwork were fake. The defendants also created fake invoices purporting to document the purchase of food and other services from Empire Cuisine and Market and related companies.

40. The defendants used another company called Empire Cuisine and Market to receive and siphon off the proceeds of the scheme. ABDIAZIZ FARAH and MOHAMED ISMAIL's company, Empire Cuisine and Market, operated as a for-profit meal vendor that received Federal Child Nutrition Program funds for providing meals

and food to be served at sites. The defendants transferred much of the Federal Child Nutrition Program funds received by their non-profits ThinkTechAct, Mind Foundry, and The Free Minded Institute to Empire Cuisine and Market and related entities. For example, ThinkTechAct transferred more than 70 percent of the \$21 million in Federal Child Nutrition Program funds it received to Empire Cuisine and Market and related entities. The Free Minded Institute transferred approximately 97 percent of the \$2.5 million in Federal Child Nutrition Program funds it received to Empire Cuisine and Market.

41. These payments purported to be for the purchase of food and meals to be served at the sites. In reality, the defendants used Empire Cuisine and Market and other companies to divert Federal Child Nutrition Program funds and convert them for their own use.

42. Empire Cuisine and Market also opened its own Federal Child Nutrition Program sites under the sponsorship of both Sponsor A and Feeding Our Future. The conspirators submitted fake meal count forms, rosters, and invoices in which they fraudulently claimed to be serving meals to thousands of children a day at the sites.

43. In all, Empire Cuisine and Market received more than \$28 million in Federal Child Nutrition Program funds between May 2020 and January 2022.

44. The defendants created an array of other shell companies and entities that they used to siphon off and launder Federal Child Nutrition Program funds. Many of these companies were set up as fake food distribution and consulting companies that purported to provide the food and other logistics necessary to serve

meals to thousands of children a day at more than thirty Federal Child Nutrition Program sites. The defendants created and submitted invoices fraudulently claiming that these companies were entitled to millions of dollars in Federal Child Nutrition Program funds for providing meals to be served at the sites and other services.

45. In reality, these entities were used to receive and launder the proceeds of the scheme. After disbursing the Federal Child Nutrition Program funds to their various shell companies, the defendants used the money to make extravagant purchases for their personal use. Among other things, the defendants spent millions of dollars on real estate, including lakefront homes in Minnesota and a new house near Columbus, Ohio. They also spent hundreds of thousands of dollars in Federal Child Nutrition Program funds to purchase real estate in Nairobi, Kenya. In addition, the defendants used Federal Child Nutrition Program funds to purchase numerous vehicles, including but not limited to Porsche and Tesla vehicles, and to fund personal international travel, including trips to Dubai, Kenya, and Turkey.

46. The defendants also paid bribes and kickbacks to employees and former employees of Feeding Our Future and Sponsor A in exchange for their sponsorship of the defendants' fraudulent participation in the Federal Child Nutrition Program.

47. In total, the defendants fraudulently received approximately \$40 million in Federal Child Nutrition Program funds between approximately May 2020 and January 2022.

Acts in Furtherance of the Conspiracy

48. In furtherance of the conspiracy and to effect its unlawful objections, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

Empire Cuisine and Market LLC's Enrollment in the Federal Child Nutrition Program

49. On or about April 1, 2020, ABDIAZIZ FARAH and MOHAMED ISMAIL registered Empire Cuisine and Market LLC with the Minnesota Secretary of State.

50. On or about April 16, 2020, ABDIAZIZ FARAH sent Sponsor A an application to open two Federal Child Nutrition Program sites.

51. On or about May 12, 2020, ABDIAZIZ FARAH sent an email to Sponsor A asking for "updates on payment" because he needed "some cash flow to get me through the month."

52. On or about June 1, 2020, ABDIAZIZ FARAH sent Sponsor A an email, copying MOHAMED ISMAIL, attaching meal count sheets for May 2020 for a site located in Shakopee, Minnesota. The meal counts claimed to serve nearly the identical number of breakfast and lunch meals every single day, ranging from 295 on May 15, 2020, to 300 on May 24, 2020, to 300 on May 31, 2020.

53. On or about February 9, 2021, ABDIAZIZ FARAH sent an email to Sponsor A, copying MAHAD IBRAHIM and ABDIMAJID NUR, stating that the "AL IHSAN" site "will be working with Mindfoundry and Empire" and that they were "planning to serve 1000-1500 meals every Sunday from that site." The email noted that ABDIMAJID NUR would be the site manager "representing MF & E."

54. On or about June 12, 2021, ABDIMAJID NUR entered a contract as an authorized representative on behalf of Empire Cuisine and Market as the vendor with Sponsor A as the sponsor. The contract stated that Empire Cuisine and Market would be providing meals to fifteen sites participating in the Federal Child Nutrition Program, including sites located in Minneapolis, St. Paul, Faribault, Owatonna, Shakopee, Bloomington, Circle Pines, and Savage. ABDIMAJID NUR sent an email to Sponsor A, copying MAHAD IBRAHIM and ABDIAZIZ FARAH, attaching the signed contract on or about June 21, 2021. The application was submitted to MDE under the sponsorship of Sponsor A.

ThinkTechAct and Mind Foundry

55. On or about May 21, 2020, MAHAD IBRAHIM sent an email to Sponsor A, copying ABDIAZIZ FARAH, attaching a site application for two new sites in Savage and Shakopee, Minnesota. The sites were created under Mind Foundry and listed MAHAD IBRAHIM as the authorized representative.

56. On or about May 27, 2020, MAHAD IBRAHIM sent an email to Sponsor A attaching additional site applications for four sites located in Shakopee and Burnsville, Minnesota.

57. On or about April 4, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH and MAHAD IBRAHIM an invoice claiming that Mind Foundry was entitled to \$2,410,155 in Federal Child Nutrition Program funds for having served a total of nearly 600,000 meals at 20 sites in March 2021.

58. On or about May 31, 2021, ABDIMAJID NUR sent an email with the subject line "CACFP Attendance and Invoice" to Sponsor A and ABDIAZIZ FARAH. Attached to the email was an invoice from Mind Foundry to Sponsor A claiming that Mind Foundry was entitled to \$2,725,188 in Federal Child Nutrition Program reimbursement funds for having served more than 670,000 meals at approximately 20 sites in May 2021.

59. On or about July 10, 2021, ABDIMAJID NUR sent an email with the subject line "June invoice" to ABDIAZIZ FARAH. Attached to the email was an invoice claiming that Mind Foundry was entitled to approximately \$867,002 in Federal Child Nutrition Program reimbursement funds for serving more than 200,000 meals at 19 sites during June 2021.

60. On or about October 18, 2021, ABDIAZIZ FARAH sent an email with the subject line "TTA Invoice" to MAHAD IBRAHIM. Attached to the email was an invoice claiming that Empire Cuisine and Market provided more than 360,000 meals at 14 ThinkTechAct sites. The invoice further claimed that Empire Cuisine and Market was entitled to more than \$1.6 million in Federal Child Nutrition Program funds.

The Free Minded Institute

61. On or about July 29, 2021, Individual J.S. registered a non-profit company called The Free Minded Institute with the Minnesota Secretary of State.

62. On or about August 16, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH a site authorization form describing The Free Minded Institute,

falsely, as “a non-profit organization that provides STEM educational programming and nutritious meals to low income and vulnerable communities.”

63. On or about October 5, 2021, ABDIMAJID NUR sent an email to Sponsor A with the subject line “September TTA & FMI Invoices.” Attached to the email were invoices from both ThinkTechAct and The Free Minded Institute for September 2021. The invoices falsely claimed that ThinkTechAct had served a total of 367,556 meals to children at 14 sites in September 2021 and that The Free Minded Institute served an additional 46,825 meals at three sites that same month. The invoice further claimed that ThinkTechAct was entitled to \$1,635,624 in Federal Child Nutrition Program funds and that The Free Minded Institute was entitled to \$208,371 in additional federal funds.

64. On or about October 11, 2021, ABDIMAJID NUR sent an email with the subject line “FMI Invoice” to ABDIAZIZ FARAH. Attached to the email were the same invoices ABDIMAJID NUR previously emailed to Sponsor A on or about October 5, 2021.

65. On or about October 20, 2021, Sponsor A issued three checks containing a total of \$172,800 in Federal Child Nutrition Program funds to The Free Minded Institute.

66. On or about October 21, 2021, Individual J.S. opened a bank account in the name of The Free Minded Institute. That same day, Individual J.S. deposited \$172,800 in Federal Child Nutrition Program funds into the newly opened account.

67. On or about October 22, 2021, Individual J.S. wrote a check for \$163,810 from The Free Minded Institute to Empire Cuisine and Market.

68. On or about November 2, 2021, ABDIMAJID NUR sent an email to Individual J.S., ABDIAZIZ FARAH, and Sponsor A with the subject line "Empire October Invoice." Attached to the email was an invoice from The Free Minded Institute to Sponsor A. The invoice fraudulently claimed that The Free Minded Institute served a total of 159,884 meals to children at seven Federal Child Nutrition Program sites during October 2021. The invoice further claimed that The Free Minded Institute was entitled to \$642,733 in Federal Child Nutrition Program reimbursement funds.

69. On or about December 6, 2021, ABDIMAJID NUR sent an email to ABDIAZIZ FARAH and Sponsor A with the subject line "FMI Invoice." Attached to the email was an invoice from The Free Minded Institute to Sponsor A falsely claiming that The Free Minded Institute had served a total of 281,412 meals at nine Federal Child Nutrition Program sites during November 2021. The invoice further claimed that The Free Minded Institute was entitled to \$825,225 in Federal Child Nutrition Program reimbursement funds.

70. On or about January 14, 2022, Individual J.S. wrote a \$850,000 check from The Free Minded Institute to Empire Cuisine and Market for "Dec. Catering."

The Feeding Our Future Sites

71. The conspirators also opened several Federal Child Nutrition Program sites under the sponsorship of Feeding Our Future.

72. On or about February 22, 2021, MAHAD IBRAHIM sent an email to Aimee Bock and Hadith Ahmed notifying them of ThinkTechAct's desire to open two new Federal Child Nutrition Program sites—one at the Lazy U mobile home park in Medford, a town in southern Minnesota with a population of approximately 1,200, and one at the Vista Villa mobile home park in Waseca, a town in southern Minnesota with a population of approximately 10,000.

73. On or about February 22, 2021, Aimee Bock submitted applications to open the Waseca and Medford sites to MDE.

74. On or about March 4, 2021, MAHAD IBRAHIM sent Aimee Bock and Hadith Ahmed meal count forms claiming that Mind Foundry served lunch and a snack to 2,000 children a day, seven days a week, at a site in Bloomington, Minnesota, during January 2021. MAHAD IBRAHIM further claimed that the Bloomington site served meals to 3,500 children a day, seven days a week, in February 2021.

75. MAHAD IBRAHIM also included a fake attendance roster purporting to list the names of approximately 3,600 children who received meals at the Bloomington site. Only approximately 103 of the names on the list matched the names of students who attended school in the Bloomington Public School District.

76. On or about March 17, 2021, MAHAD IBRAHIM wrote a \$377,000 check from ThinkTechAct to Empire Cuisine and Market.

77. On or about March 19, 2021, ABDIAZIZ FARAH wrote a \$500,000 check from Empire Cuisine and Market to Johnson Reiland Builders & Remodelers Inc. for the construction of a new home on Prior Lake in Minnesota.

78. On or about May 7, 2021, Feeding Our Future wrote a check for \$463,078 in Federal Child Nutrition Program funds to ThinkTechAct.

79. On or about May 10, 2021, MAHAD IBRAHIM wrote two checks totaling approximately \$576,795 from ThinkTechAct to Empire Cuisine and Market.

80. On or about May 10, 2021, ABDIAZIZ FARAH purchased a \$250,000 cashier's check from Empire Cuisine and Market to Johnson Reiland Builders & Remodelers.

81. On or about May 10, 2021, ABDIAZIZ FARAH wrote a \$250,000 check to MOHAMED ISMAIL.

82. On or about July 6, 2021, ABDIMAJID NUR sent Hadith Ahmed meal count sheets claiming that Mind Foundry served snacks and supper to 3,500 children a day, seven days a week, at the Bloomington site during the first two weeks of June 2021. ABDIMAJID NUR also submitted a fake attendance roster in support of the claims.

83. On or about October 21, 2021, MUKHTAR SHARIFF sent an email with the subject line "claims and invoice Sept 2021" to Feeding Our Future and ABDIJAMID NUR. Attached to the email were meal count sheets claiming that the Bloomington site served breakfast and lunch to between 3,200 and 3,600 children a day, seven days a week, during September 2021, as well as a fake attendance roster purporting to identify those children.

84. Also attached to MUKHTAR SHARIFF's October 21, 2021 email were meal count sheets claiming that in September 2021, Mind Foundry served between

310 and 316 children a day at the Medford site and between 330 and 340 children a day at the Waseca site. In support of these claims, MUKHTAR SHARIFF submitted fake attendance rosters for both the Waseca and Medford sites. The Medford roster contained a list of 314 names purporting to identify the children who received meals at the Medford site. Only seven of the names matched the names students attending school in the Medford Public School district.

85. On or about January 3, 2022, ABDIMAJID NUR sent an email with the subject line "DFC Billing" to MUKHTAR SHARIFF and MAHAD IBRAHIM. Attached to the email were meal count forms claiming that the Bloomington site served meals to approximately 3,500 children a day in December 2021 as well as a fake attendance roster purporting to list the names of more than 3,600 children who received meals at the Bloomington site.

86. On or about January 5, 2022, HAYAT NUR sent an email with the subject line "December's Invoices & Total Attendance Reports" to ABDIAZIZ FARAH. Attached to the email were meal count reports for all Mind Foundry sites, including the Waseca and Medford sites. These reports claimed that in December 2021, Mind Foundry served between 1,042 and 1,134 children a day, seven days a week, at the Waseca site and between 1,144 and 1,148 children a day at the Medford site.

Bushra Wholesalers LLC

87. The defendants created shell companies to obtain and launder proceeds of the fraud scheme. For example, on or about February 10, 2021, SAID FARAH and

ABDIWAHAB AFTIN registered Bushra Wholesalers LLC with the Minnesota Secretary of State.

88. On or about February 16, 2021, SAID FARAH and ABDIWAHAB AFTIN opened a bank account in the name of Bushra Wholesalers LLC.

89. That same day, SAID FARAH made an initial deposit of two checks into the newly opened Bushra Wholesalers account. The first check was a \$100,000 check from Empire Cuisine and Market to Bushra Wholesalers. The memo line on the check indicated that the payment was for the purchase of “wholesale products.” SAID FARAH also deposited a second \$100,000 check from ThinkTechAct for “food storage.”

90. On or about May 17, 2021, SAID FARAH deposited into the Bushra Wholesalers account a \$97,299 check from Empire Cuisine and Market to Bushra Wholesalers. The memo line on the check indicated that the payment was for “groceries.”

91. The following day, on or about May 18, 2021, ABDIWAHAB AFTIN made a \$200,000 wire transfer from the Bushra Wholesalers account to Capital View Properties in Nairobi, Kenya, as part of the purchase of real estate in Nairobi.

92. On or about July 7, 2021, SAID FARAH wrote a \$189,000 check from Bushra Wholesalers to MIB Holdings, a shell company created and used by MAHAD IBRAHIM to receive and launder fraud proceeds. The memo line indicated that the check was for “Consulting.”

93. On or about August 9, 2021, SAID FARAH wrote a check for \$221,456 from Bushra Wholesalers to MIB Holdings. The check indicated that the payment was for "Consulting Program Management."

94. On or about September 3, 2021, SAID FARAH wrote a check for \$159,800 from Bushra Wholesalers to MIB Holdings. The check indicated that the payment was for "Consulting."

95. On or about October 15, 2021, SAID FARAH wrote a check for \$152,000 from Bushra Wholesalers to Lafey Plaza LLC, another shell company created and owned by SAID FARAH. The memo line falsely claimed that the check was for "groceries payments."

Empire Enterprises LLC

96. On or about April 5, 2021, ABDIAZIZ FARAH created a shell company called Empire Enterprises LLC, which he and his co-conspirators used to fraudulently receive and launder nearly \$7 million Federal Child Nutrition Program Funds.

97. On or about April 6, 2021, ABDIAZIZ FARAH opened a bank account in the name of Empire Enterprises LLC. That same day, ABDIAZIZ FARAH deposited a \$432,796 check from ThinkTechAct to Empire Enterprises. The memo line on the check claimed that the payment was for "CACFP Food."

98. On or about April 13, 2021, ABDIAZIZ FARAH transferred \$150,000 from Empire Cuisine and Market into the Empire Enterprises account.

99. On or about April 15, 2021, ABDIAZIZ FARAH used these funds to send a \$575,000 wire transfer to Trademark Title Services for the purchase of a single-family home in Savage, Minnesota.

100. On or about April 23, 2021, ABDIAZIZ FARAH transferred \$100,000 from Empire Cuisine and Market to the Empire Enterprises bank account.

101. On or about April 27, 2021, ABDIAZIZ FARAH transferred \$34,000 from Empire Cuisine and Market to the Empire Enterprises bank account. That same day, ABDIAZIZ FARAH wrote a \$100,000 check from Empire Enterprises to MIB Holdings.

102. On or about April 29, 2021, ABDIAZIZ FARAH transferred \$350,000 from Empire Cuisine and Market to Empire Enterprises.

103. On or about May 4, 2021, ABDIAZIZ FARAH added ABDIMAJID NUR as a signor on the Empire Enterprises bank account. That same day, ABDIMAJID NUR sent a wire transfer of \$204,795 from the Empire Enterprises account to Capital View Properties Ltd. in Nairobi Kenya.

104. On or about April 26, 2021, MAHAD IBRAHIM wrote two checks from ThinkTechAct to Empire Enterprises—one for \$355,198 and one for \$348,140. ABDIAZIZ FARAH deposited these checks into the Empire Enterprises account on or about May 10, 2021. The memo lines on the checks said that the payments were for “CACFP Food.”

105. The following day, on or about May 11, 2021, Empire Enterprises transferred \$300,000 to Capital View Properties Ltd. in Nairobi, Kenya.

MIB Holdings LLC

106. MIB Holdings LLC was a shell company used by MAHAD IBRAHIM to receive and launder Federal Child Nutrition Program funds from Empire Cuisine and Market, Empire Enterprises, and other companies involved in the scheme to defraud.

107. On or about March 23, 2021, MAHAD IBRAHIM deposited a \$25,000 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line on the check said that the payment was for "Consulting."

108. On or about April 10, 2021, MAHAD IBRAHIM deposited a \$127,829 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the payment was for "program design/consulting."

109. On or about April 26, 2021, MAHAD IBRAHIM deposited a \$100,000 check from Empire Cuisine and Market to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the payment was for "Consulting."

110. On or about May 13, 2021, MAHAD IBRAHIM deposited a \$172,329 check from Empire Enterprises to MIB Holdings into the MIB Holdings bank account. The memo line indicated that the check was for "program consulting."

111. On or about May 17, 2021, MAHAD IBRAHIM transferred \$25,000 from MIB Holdings to a Coinbase account.

112. On or about August 6, 2021, MAHAD IBRAHIM deposited a \$200,000 check from Bushra Wholesalers to MIB Holdings into the MIB Holdings account.

The memo line on the check stated that the payment was for “consulting program management.”

113. On or about August 26, 2021, MAHAD IBRAHIM transferred \$200,000 from the MIB Holdings account to 3 Pillar Homes, a custom home builder in Columbus, Ohio.

Nur Consulting LLC

114. On or about April 4, 2021, ABDIMAJID NUR registered Nur Consulting LLC, a shell company that he used to receive and launder his share of the fraud proceeds.

115. On or about April 5, 2021, ABDIMAJID NUR opened a bank account in the name of Nur Consulting.

116. On or about April 7, 2021, ABDIMAJID NUR deposited into the Nur Consulting account a \$30,000 check from Empire Cuisine and Market to Nur Consulting. The memo line on the check indicated that the payment was for “consulting.”

117. On or about April 9, 2021, ABDIMAJID NUR deposited a \$15,000 check from Empire Cuisine and Market into the Nur Consulting account. The memo line on the check indicated that the payment was for “contracted services.”

118. That same day, on or about April 9, 2021, ABDIMAJID NUR used the funds from Empire Cuisine and Market to transfer \$45,000 from the Nur Consulting account to Pulte Homes as a down payment towards the purchase of a single-family house in Savage, Minnesota.

119. On or about April 15, 2021, ABDIMAJID NUR created a Nur Consulting invoice claiming that ThinkTechAct owed \$12,000 to Nur Consulting for consulting services.

120. On or about August 11, 2021, ABDIMAJID NUR sent ABDIAZIZ FARAH three invoices from Nur Consulting to Bushra Wholesalers. The invoices claimed that Bushra Wholesalers owed more than \$82,000 to Nur Consulting for various consulting services during the months of June, July, and August 2021.

121. On or about August 12, 2021, ABDIMAJID NUR deposited three checks from Bushra Wholesalers to Nur Consulting totaling approximately \$109,125 into the Nur Consulting account.

122. Six days later, on or about August 18, 2021, ABDIMAJID NUR wrote a \$64,406 check from Nur Consulting to Dodge of Burnsville to purchase a 2021 Dodge Ram 1500 pickup truck.

MZ Market LLC

123. On or about June 18, 2021, MOHAMED ISMAIL registered MZ Market LLC with the Minnesota Secretary of State.

124. On or about August 9, 2021, MOHAMED ISMAIL opened a bank account on behalf of MZ Market.

125. On or about August 16, 2021, MOHAMED ISMAIL deposited a \$35,000 check from Empire Cuisine and Market into the MZ Market bank account. The memo line on the check indicated that the check was for “expenses.”

126. On or about September 22, 2021, MOHAMED ISMAIL deposited a \$50,000 check from Empire Cuisine and Market into the MZ Market bank account. The memo line indicated that the money was for “business expenses.”

Afrique Hospitality Group LLC

127. On or about January 6, 2021, Afrique Hospitality Group LLC was registered with the Minnesota Secretary of State. MUKHTAR SHARIFF was the chief executive officer of Afrique Hospitality Group.

128. MUKHTAR SHARIFF and his co-conspirators used Afrique Hospitality Group as a shell company to fraudulently obtain Federal Child Nutrition Program funds.

129. HAYAT NUR created fake invoices and documents designed to cover up the scheme and the conspirators’ use of shell companies to receive and launder the proceeds of the fraudulent scheme. For example, on or about January 12, 2022, HAYAT NUR sent ABDIAZIZ FARAH and ABDIMAJID NUR an email containing backdated invoices from various shell companies used by the conspirators to receive and launder Federal Child Nutrition Program funds, including a \$1.5 million invoice from Empire Enterprises to ThinkTechAct dated March 1, 2021—one month before ABDIAZIZ FARAH created Empire Enterprises.

130. Later that day on January 12, 2022, ABDIAZIZ FARAH forwarded the backdated invoices to MAHAD IBRAHIM with the note, “[h]ere you go!”

All in violation of Title 18, United States Code, Section 371.

Counts 2-12
(Wire Fraud)

131. Paragraphs 1 through 130 are incorporated herein.

132. From at least in or about April 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the Grand Jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

133. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce—all of which passed through servers located outside the State of Minnesota—certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	ABDIAZIZ FARAH MOHAMED ISMAIL	June 1, 2020	An email from ABDIAZIZ FARAH to Sponsor A and MOHAMED ISMAIL attaching meal counts
3	ABDIMAJID NUR	June 21, 2021	An email from ABDIMAJID NUR to Sponsor A attaching Empire Cuisine and Market catering contract

Count	Defendants	Date (on or about)	Wire Details
4	ABDIMAJID NUR HAYAT NUR	June 21, 2021	An email from ABDIMAJID NUR to HAYAT NUR containing meal counts
5	ABDIAZIZ FARAH MAHAD IBRAHIM	August 2, 2021	An email from ABDIAZIZ FARAH to Sponsor A, copying MAHAD IBRAHIM, attaching meal counts, invoices, and menus
6	ABDIMAJID NUR ABDIAZIZ FARAH	August 16, 2021	An email from ABDIMAJID NUR to ABDIAZIZ FARAH attaching a site authorization form
7	ABDIAZIZ FARAH MAHAD IBRAHIM	October 18, 2021	An email from ABDIAZIZ FARAH to MAHAD IBRAHIM attaching an invoice
8	MUKHTAR SHARIFF	October 21, 2021	An email from MUKHTAR SHARIFF to Feeding Our Future, attaching meal count sheets, rosters, and invoices
9	ABDIAZIZ FARAH	November 1, 2021	An email from ABDIAZIZ FARAH to Sponsor A, attaching invoices and meal count sheets
10	HAYAT NUR ABDIAZIZ FARAH	January 5, 2022	An email from HAYAT NUR to Sponsor A and ABDIAZIZ FARAH, attaching invoices and meal count sheets
11	HAYAT NUR ABDIAZIZ FARAH	January 12, 2022	An email from HAYAT NUR to ABDIAZIZ FARAH, attaching invoices
12	ABDIMAJID NUR SAID FARAH	January 23, 2022	An email from ABDIMAJID NUR to SAID FARAH attaching invoices

All in violation of Title 18, United States Code, Section 1343.

Count 13

(Conspiracy to Commit Federal Programs Bribery)

134. Paragraphs 1 through 130 are incorporated herein.

135. From at least in or about February 2021 to September 2022, in the State and District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
SAID SHAFII FARAH,
MUKHTAR MOHAMED SHARIFF,

conspired with Hadith Yusuf Ahmed, Individual I.M., and others known and unknown to the Grand Jury to commit federal programs bribery, that is, to corruptly agree to give anything of value to any person, with intent to influence and reward an agent of an organization, namely, Hadith Yusuf Ahmed and Individual I.M., in connection with any business, transaction and series of transactions with Feeding Our Future involving anything of value of \$5,000 or more, that is, in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program, where Feeding Our Future received benefits in excess of \$10,000 under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, in violation of Title 18, United States Code, Section 666(a)(2).

Purpose and Object of the Conspiracy

136. The object and purpose of the conspiracy was to enable individuals and entities participating in the fraudulent scheme to obtain Federal Child Nutrition Program funds to pay bribes and kickbacks to a Feeding Our Future employee, in

exchange for Feeding Our Future's sponsorship of their fraudulent participation in the Federal Child Nutrition Program.

Manner and Means of the Conspiracy

137. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

138. Employees who worked at Feeding Our Future and Sponsor A solicited and accepted bribes and kickbacks from individuals involved in the Federal Child Nutrition Program in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program.

139. MUKHTAR SHARIFF paid a \$250,000 bribe/kickback to a Feeding Our Future employee, Individual I.M., in exchange for her role in sponsoring and facilitating his and his co-conspirators fraudulent participation in the Federal Child Nutrition Program.

140. SAID FARAH paid bribes and kickbacks to another Feeding Our Future employee, Hadith Ahmed, in exchange for his role in sponsoring and facilitating his and his co-conspirators' fraudulent participation in the Federal Child Nutrition Program. SAID FARAH disguised the bribe and kickback payments as consulting payments or other legitimate payments to Hadith Ahmed's fake consulting company, Mizal Consulting LLC. In reality, the payments were bribes and kickbacks.

141. On or about January 20, 2022, the government executed search warrants at locations related to the investigation of the scheme to defraud the Federal Child Nutrition Program, including search warrants at Empire Cuisine and

Market, ThinkTechAct, and SAID FARAH's residence. In the wake of those search warrants, ABDIAZIZ FARAH and SAID FARAH contacted Hadith Ahmed and arranged to create a fake consulting contract designed to cover up the kickback payment. The defendants then drafted a sham consulting agreement between Bushra Wholesalers and Hadith Ahmed's shell company, Mizal Consulting. The contract was backdated to June 1, 2021, and stated—falsely—that Bushra Wholesalers was paying Mizal Consulting to provide supervision, training, and management, at Federal Child Nutrition Program sites in Minneapolis, Shakopee, Willmar, Rochester, Faribault, and Marshall, Minnesota. In reality, this consulting contract was fake and was created in order to conceal the nature of the kickback payments to Hadith Ahmed.

Acts in Furtherance of the Conspiracy

142. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

143. On or about December 1, 2020, Hadith Ahmed registered Mizal Consulting LLC with the Minnesota Secretary of State.

144. On or about June 9, 2021, MUKHTAR SHARIFF purchased a \$250,000 cashier's check from an Afrique Hospitality Group bank account payable to Individual I.M., an employee of Feeding Our Future.

145. On or about July 25, 2021, SAID FARAH wrote a check for \$65,250 from Bushra Wholesalers to Mizal Consulting. The memo line on the check read "consultant."

146. On or about August 17, 2021, ABDIAZIZ FARAH wrote a \$10,000 check from Empire Enterprises to Individual J.S.

147. On or about September 9, 2021, SAID FARAH wrote a \$35,000 check from Bushra Wholesalers to Mizal Consulting for “consulting.”

148. On or about October 11, 2021, SAID FARAH wrote a \$20,000 check from Bushra Wholesalers to Mizal Consulting. The memo line on the check read “consultant.”

149. On or about February 8, 2022, Individual A.E. sent Hadith Ahmed a backdated consulting agreement between Bushra Wholesalers and Mizal Consulting.

All in violation of Title 18, United States Code, Section 371.

Counts 14–19
(Federal Programs Bribery)

150. Paragraphs 1 through 130 and 139 to 149 are incorporated herein.

151. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annually under federal programs involving grants, contracts,

subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Defendant	Date (on or about)	Payment
14	ABDIAZIZ FARAH	February 1, 2021	A \$10,000 check from Empire Cuisine and Market to Hadith Ahmed
15	MUKHTAR SHARIFF	June 9, 2021	A \$250,000 check from Afrique Hospitality Group to Individual I.M.
16	SAID FARAH	July 25, 2021	A \$65,250 check from Bushra Wholesalers to Mizal Consulting
17	ABDIAZIZ FARAH	August 13, 2021	A \$10,000 check from Empire Enterprises to Individual J.S.
18	SAID FARAH	September 9, 2021	A \$35,000 check from Bushra Wholesalers to Mizal Consulting
19	SAID FARAH	October 11, 2021	A \$20,000 check from Bushra Wholesalers to Mizal Consulting

All in violation of Title 18, United States Code, Section 666.

Count 20

(Conspiracy to Commit Money Laundering)

152. Paragraphs 1 through 130 and 139 to 149 are incorporated herein.

153. From in or about April 2020 through in or about 2022, in the State and

District of Minnesota, the defendants,

ABDIAZIZ SHAFII FARAH,
MOHAMED JAMA ISMAIL,
ABDIMAJID MOHAMED NUR,
MAHAD IBRAHIM,
SAID SHAFII FARAH,
ABDIWAHAB MAALIM AFTIN,
MUKHTAR MOHAMED SHARIFF,

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of specific unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

154. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

155. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

156. The defendants created entities for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

157. Some of these entities purported to be meal vendors providing meals and food to the Federal Child Nutrition Program sites. In reality, these companies were

shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

158. The defendants also created shell companies in order to receive, misappropriate, and launder the proceeds of their fraud scheme.

159. The defendants transferred funds among their shell companies in order to conceal the source or nature of the funds. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

160. As part of the conspiracy to launder fraud proceeds, on or about April 1, 2020, ABDIAZIZ FARAH and MOHAMED ISMAIL created a company called Empire Cuisine and Market LLC to carry out the fraudulent scheme. Although Empire Cuisine and Market purported to be a meal vendor company, in reality, ABDIAZIZ FARAH and MOHAMED ISMAIL used the company to obtain and launder fraud proceeds.

161. On or about January 6, 2021, MUKHTAR SHARIFF created a company called Afrique Hospitality Group to carry out the fraudulent scheme. MUKHTAR SHARIFF used Afrique Hospitality Group to obtain and launder fraud proceeds, which he used to build an event center space in Bloomington.

162. On or about February 10, 2021, SAID FARAH created a company called Bushra Wholesalers LLC, which was used to launder fraudulently obtained and misappropriated Federal Child Nutrition Program Funds.

163. On or about April 4, 2021, ABDIMAJID NUR created a company called Nur Consulting LLC, which was used to launder funds for Empire Cuisine and Market. ABDIMAJID NUR used Federal Child Nutrition Program funds to fund personal spending.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 21-42
(Money Laundering)

164. Paragraphs 1 through 163 are incorporated herein.

165. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Approximate Date	Transaction
21	SAID FARAH	March 11, 2021	A check for approximately \$118,258 from Empire Cuisine and Market to Bushra Wholesalers for "groceries"
22	ABDIAZIZ FARAH	March 15, 2021	A payment of approximately \$500,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new house in Prior Lake, Minnesota

Count	Defendant(s)	Approximate Date	Transaction
23	ABDIAZIZ FARAH	April 15, 2021	A wire transfer of approximately \$575,000 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of a single-family home located at 15418 Hampshire Lane, Savage, Minnesota
24	ABDIAZIZ FARAH ABDIMAJID NUR	May 4, 2021	A wire transfer of approximately \$204,795 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
25	ABDIAZIZ FARAH ABDIMAJID NUR	May 11, 2021	A wire transfer of \$300,000 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
26	ABDIAZIZ FARAH	May 15, 2021	A payment of approximately \$250,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new lakefront house in Prior Lake, Minnesota
27	ABDIWAHAB AFTIN	May 17, 2021	A wire transfer of approximately \$200,000 from Bushra Wholesalers to Capital View Properties Ltd. in Nairobi, Kenya
28	MOHAMED ISMAIL	May 27, 2021	A payment of approximately \$137,270 from MOHAMED ISMAIL to U.S. Bank towards the purchase of a townhouse located at 13825 Edgewood Ave, Savage, Minnesota

Count	Defendant(s)	Approximate Date	Transaction
29	ABDIAZIZ FARAH ABDIMAJID NUR	June 1, 2021	A wire transfer of approximately \$206,428 from Empire Enterprises to Capital View Properties Ltd. in Nairobi, Kenya
30	MAHAD IBRAHIM	June 1, 2021	A payment of approximately \$120,000 from MIB Holdings LLC to 3 Pillar Homes towards the construction of a new single-family home located at 5657 Maple Drive, Lewis Center, Ohio
31	MUKHTAR SHARIFF	June 9, 2021	The purchase of a \$250,000 cashier's check from Afrique Hospitality Group to Individual I.M.
32	ABDIAZIZ FARAH	July 7, 2021	A payment of approximately \$1,041,986 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of two lakefront lots in Prior Lake, Minnesota
33	ABDIAZIZ FARAH	July 31, 2021	A payment of approximately \$29,083 from Empire Cuisine and Market to Porsche Minneapolis towards the purchase of a 2021 Porsche Macan
34	ABDIMAJID NUR HAYAT NUR	August 9, 2021	A payment of approximately \$11,504 from Nur Consulting to Wings Financial Credit Union towards the purchase of a 2019 Nissan Ultima

Count	Defendant(s)	Approximate Date	Transaction
35	ABDIMAJID NUR	August 17, 2021	A payment of approximately \$64,406 from Nur Consulting to Dodge of Burnsville towards the purchase of a 2021 Dodge Ram 1500
36	MAHAD IBRAHIM	August 20, 2021	A payment of approximately \$200,000 from MAHAD IBRAHIM to 3 Pillar Homes towards the construction of a new single-family home in Lewis Center, Ohio
37	ABDIAZIZ FARAH	August 21, 2021	a payment of approximately \$65,005 from Empire Cuisine & Market to Lupient towards the purchase of a 2021 GMC Sierra pick-up truck
38	ABDIMAJID NUR	September 1, 2021	A payment of approximately \$30,000 from ABDIMAJID NUR to Farhia Jewelry in Dubai, United Arab Emirates
39	ABDIAZIZ FARAH	September 20, 2021	A payment of approximately \$150,000 from Empire Cuisine and Market to Johnson-Reiland custom home builders towards the construction of a new lakefront house in Prior Lake, Minnesota
40	SAID FARAH	September 21, 2021	A payment of approximately \$66,506 from Empire Cuisine and Market to Bushra Wholesalers for "groceries"

Count	Defendant(s)	Approximate Date	Transaction
41	ABDIMAJID NUR	September 30, 2021	A payment of approximately \$34,777 from ABDIMAJID NUR to Morrie's 394 Hyundai towards the purchase of a 2021 Hyundai Santa Fe
42	ABDIAZIZ FARAH	October 12, 2021	A payment of approximately \$334,632 from Empire Enterprises to Trademark Title Services, Inc. towards the purchase of a townhouse located at 438 Stonewood Lane, Burnsville, Minnesota

All in violation of Title 18, United States Code, Section 1957.

Count 43

(False Statement in a Passport Application)

166. On or about March 22, 2022, in the State and District of Minnesota, the defendant,

ABDIAZIZ SHAFII FARAH,

willfully and knowingly made a false statement in an application for a passport with the intent to induce and secure for his own use the issuance of a passport under the authority of the United States, contrary to the laws regulating the issuance of passports and the rules prescribed pursuant to such laws, in that the defendant submitted a passport application stating that his previous passport had been lost when, in truth and fact, the defendant had not lost his passport, all in violation of Title 18, United States Code, Section 1542.

FORFEITURE ALLEGATIONS

167. Counts 1 through 42 of this Superseding Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

168. If convicted of any of Counts 1–19 of this Superseding Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1–19 of the Superseding Indictment.

169. If convicted of any of Counts 20–42 of this Superseding Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. §§ 1956 and 1957 and any property traceable to such property.

170. The property subject to forfeiture includes, but is not limited to:

- a. The real property located at 15418 Hampshire Lane, Savage, Minnesota;
- b. The real property located at 13825 Edgewood Avenue South, Savage, Minnesota;
- c. The real property located at 3847 Cane Run Road, Louisville, Kentucky;

- d. The real property located at 438 Stonewood Lane, Burnsville, Minnesota;
- e. The real property located at 5594 Candy Cove Trail SE, Prior Lake, Minnesota;
- f. The real property located at 5604 Candy Cove Trail SE, Prior Lake, Minnesota;
- g. The real property located at 5657 Maple Drive, Lewis Center, Ohio;
- h. The real property located at 6200 South 3rd Street, Louisville, Kentucky;
- i. \$424,695.03 seized from US Bank account No. 104786619932, held in the name of Empire Cuisine and Market LLC;
- j. \$1,842,797.55 seized from US Bank account No. 104785323379, held in the name of ThinkTechAct Foundation;
- k. \$4,000,422.57 seized from JP Morgan Chase Bank account No. 761580833, held in the name of Empire Cuisine and Market LLC;
- l. \$1,286,805.76 seized from JP Morgan Chase Bank account No. 736875953, held in the name of Empire Enterprises LLC;
- m. \$1,249,912.71 seized from 1st United Bank account No. 011707940100 held in the name of Johnson-Reiland Builders and Remodelers Inc.;

n. \$460,319.56 seized from JP Morgan Chase Bank account No. 736929651, held in the name of Abdiaziz Farah;

o. \$45,649.27 seized from JP Morgan Chase Bank account No. 736676930, held in the name of Nur Consulting LLC;

p. \$77,895.32 seized from TruStone Financial Credit Union account No. 892550-1000, held in the name of Bushra Wholesalers LLC;

q. \$6,442.25 seized from Wells Fargo account No. 5674871586, held in the name of Mohamed Ismail;

r. \$456,968.36 seized from Spire Credit Union account No. 752231-00, held in the name of MIB Holdings LLC;

s. \$448,285.14 seized from Spire Credit Union account No. 752231-11, held in the name of MIB Holdings LLC;

t. \$132,449.90 seized from Stock Yards Bank and Trust account No. 420000534, held in the name of BBI, LLC;

u. A 2021 Dodge Ram 1500, VIN 1C6SRFJTXMN742870;

v. A 2021 GMC Sierra PK, VIN 3GTU9DED8MG424943;

w. A 2021 Hyundai Santa Fe, VIN 5NMS2DAJ9MH347740;

x. A 2019 Nissan Altima, VIN 1N4BL4BV5KC249675;

y. A 2021 Porsche Macan S, VIN WP1AB2A50MLB35910;

z. A 2021 Nissan Murano, VIN: 5N1AZ2CS8MC145760;

aa. 2022 Tesla Model Y, VIN: 7SAYGDEF6NF340638;

bb. \$60,350 in United States Currency seized from a 2021 GMC Sierra PK, VIN 3GTU9DED8MG424943;

cc. \$5,954.55 in United States Currency seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

dd. \$865.30 in United States Currency seized from Marschall Road, Shakopee, Minnesota on January 20, 2022;

ee. \$506 in United States currency seized from 2713 5th Avenue South, Minneapolis Minnesota on January 20, 2022;

ff. Miscellaneous electrical devices seized from 2713 5th Avenue South, Minneapolis Minnesota on January 20, 2022;

gg. Miscellaneous jewelry seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

hh. Miscellaneous clothing and accessories seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022;

ii. Miscellaneous electronic devices seized from 15418 Hampshire Lane, Savage, Minnesota on January 20, 2022; and

jj. Louis Vuitton Duffle bag seized from a 2021 Dodge Ram 1500, VIN 1C6SRFJTXMN742870 on January 20, 2022.

171. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as

provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON



MINNESOTA
JUDICIAL
BRANCH

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CA 22-224 SRN/DJB

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 1343

v.

18 U.S.C. § 1956

18 U.S.C. § 1957

1. QAMAR AHMED HASSAN,
2. SAHRA MOHAMED NUR,
3. ABDIWAHAB AHMED MOHAMUD,
4. FILSAN MUMIN HASSAN,
5. GUHAAD HASHI SAID,
6. ABDULLAHE NUR JESOW,
7. ABDUL ABUBAKAR ALI,
8. YUSUF BASHIR ALI,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:



INTRODUCTION

1. The defendants devised and carried out a \$17.4 million fraudulent scheme involving the Federal Child Nutrition Program designed to provide free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals and providing food to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants took advantage of the Covid-19 pandemic—and the resulting program changes—to enrich themselves

by fraudulently misappropriating millions of dollars in Federal Child Nutrition Program funds.

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (“USDA”) that administers various Federal Child Nutrition Programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program (“SFSP”) is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The SFSP reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program (“CACFP”) is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (“MDE”) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government’s stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw the massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulent participating in the program. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds in administrative fees in 2021.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from

individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were simply paid in cash. Others were disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and make them look legitimate.

C. The Defendants and their Roles

16. QAMAR AHMED HASSAN was the owner and operator of S & S Catering Inc. S&S Catering was a for-profit restaurant and catering business that participated as a distribution site, and subsequently as a vendor for other sites, serving food under the Federal Child Nutrition Program and related federal programs. QAMAR HASSAN incorporated S & S Catering Inc. on or about November 1, 2018.

17. Prior to 2020, S & S Catering participated in the federal food program as a vendor and its participation was relatively small. In or around August 2020, S & S Catering applied to participate in the federal food program as a site on Lake Street in Minneapolis, Minnesota. After opening up as a distribution site, the number of meals S & S Catering purported to serve, both as a site and as a vendor, dramatically increased.

18. S & S Catering also acted as a vendor providing meals to sites that received reimbursements from the federal food program. Beginning in 2021, S & S

Catering transitioned to act primarily as a vendor providing meals and food to different sites.

19. SAHRA MOHAMED NUR, ABDULLAHE NUR JESOW, and ABDIWAHAB AHMED MOHAMUD operated a Federal Child Nutrition Program site called Academy For Youth Excellence. Academy For Youth Excellence claimed to serve meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building. Academy For Youth Excellence received a certificate of incorporation on or about November 1, 2020. SAHRA NUR was listed as the registered agent and incorporator. The registered office was the address for Benadir Hall. The company's Bylaws listed SAHRA NUR as the president and ABDULLAHE JESOW as the secretary. On or about February 26, 2021, ABDIWAHAB MOHAMUD was appointed as a Director and Board Chair.

20. GUHAAD HASHI SAID operated a federal child nutrition program site in Minneapolis called Advance Youth Athletic Development. Advance Youth Athletic Development was incorporated on February 26, 2021. GUHAAD SAID listed Advance Youth Athletic Development's registered office at a residential apartment unit in the Central Avenue Lofts, an apartment building in Northeast Minneapolis. Feeding Our Future submitted a Site ID request application for Advance Youth Athletic Development on or about March 8, 2021.

21. FILSAN MUMIN HASSAN operated Federal Child Nutrition Program sites called Youth For Higher Educational Achievement. FILSAN HASSAN established Youth For Higher Educational Achievement on or about December 28,

2020. FILSAN HASSAN listed the registered office as a residential address in St. Cloud, Minnesota. The Youth For Higher Educational Achievement site locations were at residential apartment and townhome complexes, one in Brooklyn Park, Minnesota, and one in New Hope, Minnesota. MDE approved both sites for Youth For Higher Educational Achievement on or about March 17, 2021.

22. ABDUL ABUBAKAR ALI and YUSUF BASHIR ALI, along with Bekam Merdassa, operated a Federal Child Nutrition Program site called Youth Inventors Lab. Bekam Merdassa established Youth Inventors Lab in March 2017 as a non-profit entity. From March 2017 to in or about December 2020, Youth Inventors Lab had essentially no business activity. In or about December 2020, ABDUL ALI and YUSUF ALI used Youth For Inventors Lab, along with Bekam Merdassa, for use in carrying out the fraud scheme. On or about January 13, 2021, Feeding Our Future submitted a Site ID application for Youth Inventors Lab. The application listed the location of the site at 2434 University Avenue West in St. Paul, Minnesota.

Count 1

(Conspiracy to Commit Wire Fraud)

23. From in or about August 2020 through in or about 2022, the defendants,

QAMAR AHMED HASSAN,
SAHRA MOHAMED NUR,
ABDIWAHAB AHMED MOHAMUD,
FILSAN MUMIN HASSAN,
GUHAAD HASHI SAID,
ABDULLAHE NUR JESOW,
ABDUL ABUBAKAR ALI, and
YUSUF BASHIR ALI,

conspired with each other, and others known and unknown to the grand jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

24. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain millions of dollars in Federal Child Nutrition Program funds by submitting fraudulent claims for serving meals to thousands of children a day.

Manner and Means of the Conspiracy

25. The conspirators used the following manner and means, among others, to accomplish the object and purpose of the conspiracy:

a. In or around August 2020, QAMAR HASSAN enrolled S & S Catering as a distribution site in the Federal Child Nutrition Program. The S & S Catering site, located on Lake Street in Minneapolis, Minnesota, was responsible for serving meals and providing food to children.

b. Between September 2020 and April 2021, QAMAR HASSAN and S & S Catering claimed to have served over 1.2 million meals. However, S & S Catering only served a fraction of those meals. In all, S & S Catering received more than \$6.8 million in payments from sponsors for purportedly serving meals.

c. QAMAR HASSAN and S & S Catering also acted as a vendor, purporting to provide meals and food to other distribution sites that received reimbursements from the federal food program.

d. The sites were affiliated with non-profit or limited liability companies, which were created to carry out the scheme. Immediately after creating these entities, the sites submitted applications to participate in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Many sites purported to start serving meals to thousands of children a day just days or weeks after they were formed.

e. The sites then contracted with S & S Catering to provide meals and food to be served to children by site staff. In reality, and similarly to S & S Catering's distribution site, these sites were fraudulent and their claims to be serving meals to thousands of children a day, seven days a week, were grossly inflated.

f. In or around August 2020, QAMAR HASSAN began submitting S & S Catering invoices directly to other distribution sites participating in the federal food program for purportedly providing vending services.

g. The sites then paid the S & S Catering invoices with federal food program funds they received directly from Feeding Our Future. QAMAR HASSAN transferred much of the money S & S Catering received to her personal bank account. She also transferred much of this money to co-conspirators, through shell companies created and used to receive and launder the proceeds of the fraud scheme.

h. In support of these fraudulent claims, the sites created and submitted fake documentation to cover up the fraud. Sites submitted meal counts (or “count sheets”) that were nearly identical to one another. These meal counts falsely claimed the sites were serving meals to thousands of children each day.

i. The sites also submitted fake attendance rosters. The rosters purported to list the name and age of each child that received a meal each day. But the rosters were fabricated and did not actually track the service of meals to children. Instead, the conspirators created the lists to bolster their false claims, including by creating fake names for the children they were purporting to serve.

j. The sites also submitted fake invoices to purportedly document their purchase of food (both the quantity of food and that the meals they served complied with the program’s strict nutritional requirements). Some sites claimed to purchase food directly from wholesalers or distributors, which they claimed to prepare and serve at the site. Other sites entered into vendor agreements with S & S Catering and claimed they received premade meals and food from S & S Catering. Although some sites did purchase and serve some small amount of food, they obtained fraudulent invoices for inflated quantities of food purchased (from wholesalers or distributors) or meals served (from vendors) to make it appear as though they were serving meals to thousands of children each day.

k. Between August 2020 and December 2021, QAMAR HASSAN claimed that S & S Catering provided more than 8 million meals as a vendor to sites participating in the federal food program. The number of meals that S & S purported

to provide sites as a vendor was significantly inflated. S & S Catering only provided a fraction of the meals and food for which it invoiced sites. S & S Catering received approximately \$12 million in payments from companies that acted as sites for the federal food program.

1. SAHRA NUR, ABDULLAHE JESOW, and ABDIWAHAB MOHAMUD operated a Federal Child Nutrition Program site called Academy For Youth Excellence. Academy for Youth Excellence claimed to serve meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building.

m. Beginning in late December 2020, the Academy For Youth Excellence site claimed to have served approximately 2,500 meals a day to children, seven days a week. By April 2021, Academy For Youth Excellence claimed to have served 5,000 meals a day to children, seven days a week.

n. In total, during the period between December 2020 to September 2021, Academy For Youth Excellence claimed to have served more than 1.7 million meals. In reality, Academy For Youth Excellence only provided a fraction of those meals. In support of their false claims, the co-conspirators prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Based on these claims, the co-conspirators received \$4,286,088 in Federal Child Nutrition Program funds.

o. GUHAAD SAID ran a federal child nutrition program site in Minneapolis under the name Advance Youth Athletic Development. The site was located at a residential apartment building in Northeast Minneapolis.

p. Beginning in March 2021, the Advance Youth Athletic Development site submitted meal count sheets claiming to have served 5,000 meals a day to children, seven days a week.

q. During the three-month period from March to May 2021, Advance Youth Athletic Development claimed to have served more than 900,000 meals at the Advance Youth Athletic Development site. In reality, Advance Youth Athletic Development only provided a fraction of those meals. In support of their false claims, defendant GUHAAD SAID prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Based on these claims, defendant GUHAAD SAID and his co-conspirators received \$2,906,740 in Federal Child Nutrition Program funds.

r. FILSAN HASSAN ran a Federal Child Nutrition Program site called Youth For Higher Educational Achievement. The site locations were at residential apartment and townhome complexes, one in Brooklyn Park, Minnesota and one in New Hope, Minnesota. MDE approved both sites for Youth For Higher Educational Achievement on or about March 17, 2021.

s. Beginning in the last week of January 2021, FILSAN HASSAN claimed that Youth For Higher Educational Achievement served between 2,500 and 4,300 meals a day to children, seven days a week. For example, in or around January 31, 2021, FILSAN HASSAN submitted meal count sheets claiming that Youth For Higher Educational Achievement served 2,535 meals a day. In or around April 2021, FILSAN HASSAN submitted meal count sheets for Youth For Higher Educational

Achievement claiming to have served 4,388 snacks and 4,388 dinners seven days a week.

t. FILSAN HASSAN and the co-conspirators prepared and submitted fraudulent attendance rosters. On or about March 30, 2021, FILSAN HASSAN received an email attaching two Excel spreadsheets. The first spreadsheet was titled “116 first, last names and DOB” and contained a list of 116 names. The first 100 names included in the spreadsheet contained an imbedded hyperlink that linked to “www.listofrandomnames.com.” The second spreadsheet was titled “500 names.” Each of the 500 names on the list was alliterative, in other words, each first and last name started with the same letter. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent himself an email with the subject line “Filsan 4388.” Attached to that email was a spreadsheet titled “Youth For Higher Educational Achievements Meal Count Sheet,” which contained 4388 names. Youth For Higher Education Achievement used the list to purportedly track the meals it provided to children with a checkmark next to each name—including next to the fake names.

u. In total, Youth For Higher Educational Achievement submitted claims for serving more than 1 million meals between April and December 2021. In support of these claims, FILSAN HASSAN and the co-conspirators prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Youth For Higher Educational Achievement received \$2,578,179 in reimbursement payments from Feeding Our Future between April and December 2021. Between April 2021 and

January 2022, FILSAN HASSAN paid S & S Catering \$1,678,000 from the Youth For Higher Educational Achievement bank account.

v. ABDUL ALI and YUSUF ALI, along with Bekam Merdassa, operated a Federal Child Nutrition Program site called Youth Inventors Lab from a location at 2434 University Avenue West in St. Paul, Minnesota. The site purported to serve thousands of meals to children a day, seven days a week.

w. On or about February 3, 2021, ABDUL ALI submitted an invoice and meal count sheets to Feeding Our Future for meals purportedly served by Youth Inventors Lab in January 2021. Youth Inventors Lab claimed to have served 300 breakfasts and 300 lunches per day, which it claimed it received as prepared hot meals from S & S Catering. By the end of January 2021, Youth Inventors Lab submitted meal count sheets signed by ABDUL ALI claiming to have served 3,290 suppers and snacks seven days a week. By March 2021, Youth Inventors Lab submitted meal count sheets signed by ABDUL ALI claiming to have served 4,950 suppers and snacks seven days a week.

x. During the seven-month period between December 2020 through June 2021, ABDUL ALI, YUSUF ALI, and Bekam Merdassa claimed to have served approximately 1.5 million meals at the Youth Inventors Lab site. In reality, Youth Inventors Lab served only a small fraction of these meals. In support of these claims, ABDUL ALI, YUSUF ALI, and Bekam Merdassa prepared and submitted fraudulent meal counts and invoices. Based on these claims, ABDUL ALI, YUSUF ALI, and the

co-conspirators received \$3,029,786 million in Federal Child Nutrition Program funds.

Acts in Furtherance of the Conspiracy

26. In furtherance of the conspiracy and to effect its unlawful objects, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

S & S Catering

27. On or about September 2, 2020, QAMAR HASSAN submitted an application for S & S Catering to participate in the federal food program.

28. On or about November 1, 2020, QAMAR HASSAN sent an email to Feeding Our Future containing meal counts claiming that S & S Catering served meals to 2,500 children, twice a day, from September 27 through October 31, 2020.

29. On or about February 1, 2021, QAMAR HASSAN sent an email to Feeding Our Future containing meal counts claiming that S & S Catering served meals to 2,500 children, twice a day, from January 17 to January 31, 2021.

30. On or about March 31, 2021, QAMAR HASSAN created an invoice from S & S Catering to Youth For Higher Educational Achievement for a total amount of \$589,000 for providing 155,000 suppers and 155,000 snacks to be served at the Youth For Higher Educational Achievement site during the month of March 2021.

31. On or about May 8, 2021, QAMAR HASSAN sent an email to Feeding Our Future submitting invoices and meal counts for Youth For Higher Educational Achievement for meals and food received from S & S Catering.

Academy for Youth Excellence

32. Defendant SAHRA NUR incorporated Academy For Youth Excellence Corp. on or about November 1, 2020.

33. On or about December 28, 2020, SAHRA NUR opened a bank account for Academy For Youth Excellence at Trustone Financial.

34. Two days later, on or about December 30, 2020, SAHRA NUR opened a second bank account at Woodlands National Bank for Academy For Youth Excellence.

35. On or about December 30, 2020, Aimee Bock and SAHRA NUR submitted a site application for Academy For Youth Excellence.

36. ABDULLAHE JESOW incorporated Benadir Hall Inc. on December 9, 2020. Benadir Hall, a banquet hall located above the S & S Catering location, was listed in the site application for Academy For Youth excellence that Aimee Bock submitted to MDE on or about December 30, 2020.

37. On or about January 6, 2021, SAHRA NUR sent an email to Feeding Our Future attaching meal counts claiming that Academy For Youth Excellence served nearly 2,500 meals to children, twice a day, seven days a week, from December 20 to December 31, 2020.

38. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent an email to himself attaching an invoice from S & S Catering billing Academy For Youth Excellence for providing 5000 meals, twice a day, for March 2021. The total amount of the invoice was \$589,000 for providing 310,000 meals for March 2021.

39. On or about June 21, 2021, SAHRA NUR transferred \$589,000 from an Academy For Youth Excellence bank account to S & S Catering.

40. In or about May 2021, ABDIWAHAB MOHAMUD signed meal counts for Academy For Youth Excellence claiming that Academy For Youth Excellence provided 5,000 meals, twice a day, at the Benadir Hall location, that were provided by S & S Catering. S & S Catering sent an invoice to Academy For Youth Excellence for \$570,000 for meals provided in April 2021.

41. On or about July 6, 2021, SAHRA NUR transferred \$570,000 from an Academy For Youth Excellence bank account to S & S Catering.

42. Between in or about January 2021 through in or about November 2021, SAHRA NUR transferred more than \$3,697,000 from bank accounts for Academy For Youth Excellence to S & S Catering.

Advance Youth Athletic Development

43. GUHAAD SAID incorporated Advance Youth Athletic Development on or about February 26, 2021.

44. In or about April 2021, GUHAAD SAID created and signed meal count sheets for Advance Youth Athletic Development. The meal count sheets claimed that Advance Youth Athletic Development was serving 5,000 meals, twice a day, from March 28 to April 30, 2021.

45. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent an email to himself attaching an invoice from S & S Catering to Advance Youth Athletic

Development in the total amount of \$589,000 for S & S providing 310,000 meals in March 2021.

46. In or about May 2021, QAMAR HASSAN sent Advance Youth Athletic Development an invoice for \$570,000 from S & S Catering for providing 300,000 meals in April 2021.

47. On or about August 3, 2021, GUHAAD SAID paid S & S Catering \$800,000 from the Advance Youth Athletic Development.

48. GUHAAD SAID transferred more than \$2,130,000 of Federal Child Nutrition Program funds to S & S Catering.

Youth for Higher Education Achievement

49. FILSAN HASSAN incorporated Youth For Higher Educational Achievement on or about December 28, 2020.

50. In or about January 2021, FILSAN HASSAN created and signed meal count sheets indicating that Youth For Higher Educational Achievement served 2,535 meals a day to children beginning on or about January 31, 2021.

51. In or about April 2021, FILSAN HASSAN created and signed meal count sheets claiming that Youth For Higher Educational Achievement served 4,388 meals, twice a week, from March 28 to April 30, 2021.

52. In or about April 2021, QAMAR HASSAN sent Youth For Higher Educational Achievement an invoice for \$458,000 from S & S Catering for purportedly providing 241,056 meals for March 2021.

53. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent himself an email with the subject line "Filsan 4388." Attached to that email was a spreadsheet titled "Youth For Higher Educational Achievements Meal Count Sheet," which contained 4388 names.

Youth Inventors Lab

54. ABDUL ALI approached Bekam Merdassa in or about December 2020 with the idea of using Merdassa's non-profit company, Youth Inventors Lab, as a site to receive funds from the Federal Child Nutrition Program.

55. In or about January 2021, ABDUL ALI, YUSUF ALI, and Bekam Merdassa submitted an application for Youth Inventors Lab to participate in the food program.

56. As part of the application, YUSUF ALI and Bekam Merdassa filled out a lease for the location of the site where Youth Inventors Lab intended to operate and serve meals. YUSUF ALI signed the lease as the landlord, providing space for Youth Inventors Lab at 2434 University Avenue West in St. Paul, Minnesota.

57. On or about February 3, 2021, ABDUL ALI submitted an invoice to Feeding Our Future for meals purportedly served by Youth Inventors Lab in January 2021. The meal count sheets claimed that Youth Inventors Lab served 300 breakfasts and 300 lunches per day and received prepared hot meals from S & S Catering.

58. In or about the end of January 2021, ABDUL ALI signed and submitted Youth Inventors Lab meal count sheets claiming to have served 3,290 suppers and snacks seven days a week.

59. In or about March 2021, ABDUL ALI signed and submitted Youth Inventors Lab meal count sheets claiming to have served 4,950 suppers and snacks seven days a week.

All in violation of Title 18, United States Code, Section 371.

Counts 2-13
(Wire Fraud)

60. Paragraphs 1 through 59 are incorporated herein.

61. From at least in or about August 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

62. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	QAMAR HASSAN	November 1, 2020	An email from QAMAR HASSAN to Feeding Our Future submitting meal counts for S & S Catering from October 2020 that passed through

			servers located outside the State of Minnesota
3	QAMAR HASSAN	December 2, 2020	An email from QAMAR HASSAN to Feeding Our Future submitting meal counts for S & S Catering from November 2020 that passed through servers located outside the State of Minnesota
4	SAHRA NUR	December 2, 2020	An email from SAHRA NUR to Aimee Bock attaching Academy For Youth Excellence corporate documents that passed through servers located outside the State of Minnesota
5	SAHRA NUR	January 6, 2021	An email from SAHRA NUR to Aimee Bock attaching meal counts for Academy For Youth Excellence from December 2020 that passed through servers located outside the State of Minnesota
6	QAMAR HASSAN	February 1, 2021	An email from QAMAR HASSAN to Abdikerm Eidleh containing fraudulent meal counts for S & S Catering from January 2021 that passed through servers located outside the State of Minnesota
7	QAMAR HASSAN	April 2, 2021	An email from QAMAR HASSAN to Abdikerm Eidleh containing fraudulent meal counts for S & S Catering from February and March 2021 that passed through servers located outside the State of Minnesota
8	ABDUL ALI YUSUF ALI	April 7, 2021	An email from ABDUL ALI to Feeding Our Future with the subject line "March Claims – YIL" attaching roster, meal count, invoice, and menu for March 2021 that passed through servers located outside the State of Minnesota

9	SAHRA NUR ABDIWAHAB MOHAMUD	May 2, 2021	An email from SAHRA NUR to Feeding Our Future with the subject line "April Claim" attaching meal counts and invoices for April 2021 that passed through servers located outside the State of Minnesota
10	GUHAAD SAID	May 2, 2021	An email from the Advance Youth Athletic Development email account to Feeding Our Future with the subject line "April claim" attaching meal counts for April 2021 that passed through servers located outside the State of Minnesota
11	QAMAR HASSAN FILSAN HASSAN	May 8, 2021	An email from QAMAR HASSAN to Feeding Our Future attaching meal counts for Youth For Higher Educational Achievement for April 2021 that passed through servers located outside the State of Minnesota
12	ABDIWAHAB MOHAMUD ABDULLAHE JESOW	May 18, 2021	An email to ABDIWAHAB MOHAMUD attaching a roster containing fake names that passed through servers located outside the State of Minnesota
13	QAMAR HASSAN SAHRA NUR FILSAN HASSAN GUHAAD SAID	June 9, 2021	An email from QAMAR HASSAN to Feeding Our Future with the subject line "April and May invoices for 4 companies" that passed through servers located outside the State of Minnesota

All in violation of Title 18, United States Code, Section 1343.

Count 14

(Conspiracy to Commit Money Laundering)

63. Paragraphs 1 through 62 are incorporated herein.

64. From at least in or about August 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

QAMAR AHMED HASSAN,
SAHRA MOHAMED NUR,
ABDIWAHAB AHMED MOHAMUD,
FILSAN MUMIN HASSAN,
GUHAAD HASHI SAID,
ABDULLAHE NUR JESOW,
ABDUL ABUBAKAR ALI, and
YUSUF BASHIR ALI,

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

65. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

66. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created non-profits and limited liability companies for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

b. S & S Catering acted as a meal vendor, providing meals and food to Federal Child Nutrition Program sites. The limited liability companies purported to be sites serving meals and food to children. In reality, these companies were shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

c. The sites received reimbursement payments directly from Feeding Our Future after purportedly serving thousands of meals per day to children. S & S Catering submitted invoices to each site as backup for the number of meals served. After receiving reimbursement from Feeding Our Future, the sites transferred funds to S & S Catering to pay the fabricated invoices.

d. The defendants also created shell companies to receive, misappropriate, and launder the proceeds of their fraud scheme.

e. The defendants transferred funds among their shell companies to conceal the source and nature of the funds. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

f. S & S Catering acted as a meal vendor company that provided food and meals to be served at various sites around Minnesota. S & S Catering also purported to operate a site that distributed meals and food to children from its location in Minneapolis. In reality, QAMAR HASSAN and S & S Catering obtained

and laundered fraud proceeds obtained directly from sponsors or as vendor payments from sites that received funds from sponsors. In total, QAMAR HASSAN received more than \$18 million in Federal Child Nutrition Program funds into the S & S Catering bank accounts.

g. QAMAR HASSAN then transferred more than \$800,000 of Federal Child Nutrition Program funds to a personal bank account. QAMAR HASSAN used this money, among other things, to pay for personal spending.

h. SAHRA NUR incorporated Academy For Youth Excellence on or about November 18, 2020. SAHRA NUR opened bank accounts for Academy For Youth Excellence on December 28, 2020 and December 30, 2020.

i. Between February 2021 and November 2021, SAHRA NUR transferred more than \$3.6 million from Academy For Youth Excellence bank accounts to S & S Catering. These payments were purportedly for meals provided by S & S Catering as a vendor for Academy For Youth Excellence.

j. Between October 2020 and May 2021, SAHRA NUR received more than \$90,000 in payments from S & S Catering.

k. ABDULLAHE JESOW incorporated Benadir Hall Inc. on December 9, 2020. Academy for Youth Excellence purportedly served meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building. Benadir Hall received more than \$365,000 in payments from S & S Catering. Between November 2020 and October 2021, ABDULLAHE JESOW personally received \$115,693 in payments from S & S Catering.

l. On or about December 16, 2020, SAHRA NUR registered Golis Properties LLC with the Minnesota Secretary of State. On or about December 17, 2020, the registered agent for Golis Properties was changed to ABDIWAHAB MOHAMUD. The registered office for Golis Properties was a business location above S & S Catering. Golis Properties was jointly owned by QAMAR HASSAN, SAHRA NUR, and ABDIWAHAB MOHAMUD.

m. Between May 2021 and January 2022, Golis Properties received more than \$3.3 million in payments from S & S Catering.

n. QAMAR HASSAN, SAHRA NUR, and ABDIWAHAB MOHAMUD used this money to purchase commercial real estate in Minneapolis, Minnesota.

o. ABDIWAHAB MOHAMUD created a shell company to receive and launder his share of the fraud proceeds. On or about August 19, 2021, ABDIWAHAB MOHAMUD created Kilimanjaro Properties LLC. The registered office for Kilimanjaro Properties was the suite next door to Golis Properties, located above S & S Catering. ABDIWAHAB MOHAMUD used Kilimanjaro Properties to receive more than \$1 million in Federal Child Nutrition Program funds from S & S Catering in two separate transactions in September and October 2021. ABDIWAHAB MOHAMUD used these funds to purchase real estate.

p. GUHAAD SAID registered Advance Youth Athletic Development as a non-profit on or about February 26, 2021. On or about April 1, 2021, GUHAAD SAID opened a bank account for Advance Youth Athletic Development.

q. Between August 2021 and December 2021, GUHAAD SAID transferred more than \$2.1 million from Advance Youth Athletic Development bank accounts to S & S Catering. These payments were purportedly for providing meals and food for Advance Youth Athletic Development to serve to children.

r. GUHAAD SAID received more than \$165,000 in payments from S & S Catering, Advanced Youth Athletic Development, Academy For Youth Excellence, and Youth For Higher Educational Achievement between December 2020 and December 2021.

s. FILSAN HASSAN registered Youth For Higher Educational Achievement on or about December 28, 2020. FILSAN HASSAN opened a bank account for Youth For Higher Educational Achievement on or about March 31, 2021.

t. Between April 2021 and January 2022, FILSAN HASSAN transferred more than \$1.6 million from a Youth For Higher Educational Achievement bank account to S & S Catering. These payments were purportedly for providing meals and food for Youth For Higher Educational Achievement to serve to children.

u. FILSAN HASSAN received more than \$185,000 in payments from S & S Catering, Golis Properties, Academy For Youth Excellence, Youth For Higher Educational Achievement between October 2020 and February 2021.

v. In or about December 2020, ABDUL ALI and YUSUF ALI used Youth Inventors Lab, along with Bekam Merdassa, for use in carrying out the fraud scheme. Youth Inventors Lab purported to be a non-profit company involved in

providing free meals to children at a location in St. Paul, Minnesota. In reality, ABDUL ALI, YUSUF ALI and Bekam Merdassa used Youth Inventors Lab to obtain and launder fraud proceeds.

w. In 2021, Youth Inventors Lab paid invoices to Bilterms Solutions, a company owned and operated by ABDUL ALI, for \$20,000. Those invoices purported to be for “Technology Solution for Logistics” and “Data Management for Clients.” However, Bilterms Solutions did not provide any legitimate services to Youth Inventors Lab. These payments were made to disguise the source of the funds received by ABDUL ALI.

x. Between in or about March 2021 through August 2021, ABDUL ALI and YUSUF ALI used Franklyn Transportation as a shell company to hide and disguise the sources of their fraud proceeds. Franklyn Transportation was incorporated by an unindicted co-conspirator on or about November 19, 2020. The registered office was a residential apartment unit in Minneapolis, Minnesota.

y. Beginning in March 2021 and continuing through August 2021, Youth Inventors Lab transferred more than \$2.6 million to S & S Catering. These payments were purportedly for providing meals and food for Youth Inventors Lab to serve to children.

z. Between March 2021 and August 2021, S & S Catering transferred more than \$2.2 million to Franklyn Transportation. Franklyn Transportation then paid \$47,000 to ABDUL ALI’s company Bilterms Solutions, \$193,010 to a company owned by YUSUF ALI, and \$22,000 directly to YUSUF ALI.

Franklyn Transportation also paid the bills for two credit cards in the name of YUSUF ALI, totaling more than \$121,000.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 15-22
(Money Laundering)

67. Paragraphs 1 through 66 are incorporated herein.

68. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
15	QAMAR HASSAN FILSAN HASSAN	April 30, 2021	Payment of \$114,000 towards the purchase of a townhouse located in Brooklyn Park, Minnesota
16	QAMAR HASSAN	June 10, 2021	Payment of \$20,000 towards the purchase of a 2020 Range Rover
17	QAMAR HASSAN	June 17, 2021	Payment of \$60,000 towards the purchase of a 2021 Jeep Wrangler
18	QAMAR HASSAN SAHRA NUR ABDIWAHAB MOHAMUD	June 25, 2021	Payment of \$70,000 towards the purchase of the commercial building located at 311 East Lake Street, Minneapolis, Minnesota

19	ABDIWAHAB MOHAMUD	August 18, 2021	Payment of \$170,801 for the purchase of a residence located in Brooklyn Park, Minnesota
20	ABDULLAHE JESOW	August 19, 2021	Payment of \$100,000 to Executive Title for the purchase of a residence located in Columbia Heights, Minnesota
21	QAMAR HASSAN SAHRA NUR ABDIWAHAB MOHAMUD	August 26, 2021	Payment of \$2,395,966 towards the purchase of the commercial building located at 301-309 East Lake Street, Minneapolis, Minnesota
22	QAMAR HASSAN	September 17, 2021	Payment of \$345,000 to North Star Realty Limited towards the purchase of an apartment located in Nairobi, Kenya

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

69. Counts 1 through 22 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

70. If convicted of any of Counts 1-13 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-13 of the Indictment.

71. If convicted of any of Counts 14-22 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. §§ 1956 and 1957 and any property traceable to such property.

72. The property subject to forfeiture includes, but is not limited to:

a. The real property located at 8949 Trinity Gardens, Brooklyn Park, Minnesota; including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

b. The real property with all structures located at 301-309 (odd-numbered addresses) East Lake Street, Minneapolis, Minnesota, legally described as:

Lots 42 to 47, State Addition to Minneapolis according to the recorded plat thereof together with all hereditaments and appurtenances with property tax ID number 03-028-24-11-0093

c. The real property with all structures located at 311-319 (odd-numbered addresses) East Lake Street, Minneapolis, Minnesota, legally described as:

Lots 38, 39, 40 and 41, State Addition to Minneapolis according to the recorded plat thereof together with all hereditaments and appurtenances with property tax ID number 03-028-24-11-0092;

d. The real property located at 3018 3rd Avenue South, Minneapolis, Minnesota;

e. The real property located at 3401, 3415 and 3441 Hiawatha Avenue, Minneapolis, Minnesota;

f. The real property located at 9907 Scott Avenue N, including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property

g. The real property located at 5026 93rd Ave. N, Brooklyn Park, Minnesota, including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

h. The real property located at 6549 102nd Ave. N, Brooklyn Park, Minnesota;

i. The real property located at 3854 5th St. NE, Columbia Heights, Minnesota, including Benadir Hall Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

j. \$43,686.04 seized from Bank of America account No. 374000487605, held in the name of S & S Catering Inc.;

k. \$101,042.53 seized from Bank of America account No. 374004826893, held in the name of S & S Catering Inc.;

l. \$223,929.00 seized from JP Morgan Chase Bank account No. 3865866868, held in the name of S & S Catering Inc.;

m. \$268,257.06 seized from TruStone Financial account No. 876896-1000, held in the name of S & S Catering Inc.;

n. \$905.41 seized from TruStone Financial account No. 900173-0001, held in the name of Qamar Hassan;

o. \$5,332.83 seized from TruStone Financial account No. 887996-1000, held in the name of Qamar Hassan;

p. \$2,897.00 seized from TruStone Financial account No. 381198-0002, held in the name of Academy for Youth Excellence;

q. \$387,502.48 seized from TruStone Financial account No. 889454-1000, held in the name of Youth For Higher Educational Achievement;

r. \$346.37 seized from Woodlands National Bank account No. 1205810, held in the name of S & S Catering, Inc.;

s. \$108,144.12 seized from Woodlands National Bank account No. 1205914, held in the name of Academy for Youth Excellence;

t. \$221,851.06 seized from Woodlands National Bank account No. 1205953 held in the name of Golis Properties;

u. \$533,184.15 seized from Woodlands National Bank account No. 1206356 held in the name of Advance Youth Athletic Development;

v. \$1,641.00 in United States currency seized from 3415 Fordham Court NE, Saint Anthony, Minnesota on January 20, 2022; and

w. Assorted purses and handbags seized from 3415 Fordham Court NE, Saint Anthony, Minnesota on January 20, 2022.

73. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title

18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON



MINNESOTA
JUDICIAL
BRANCH

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CA 22-226 ECT/DTS

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 1343

18 U.S.C. § 1956

v.

18 U.S.C. § 1957

1. HAJI OSMAN SALAD,
2. FAHAD NUR,
3. ANAB ARTAN AWAD,
4. SHARMARKE ISSA, and
5. FARHIYA MOHAMUD,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants devised and carried out at least a \$25 million scheme to defraud a federal child nutrition program that provided free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds.



Exhibit 10

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, daycare homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program in Minnesota are served at “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal

Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds to MDE on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement funds to the sites under its sponsorship. The sponsoring agency retains ten to fifteen percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in education-based programs or activities. During the Covid-19 pandemic, the USDA waived several of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of

Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

15. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a “pay-to-play” scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

C. Sponsor A

16. Sponsor A was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Like Feeding Our Future, prior to the onset of the Covid-19 pandemic, Sponsor A was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

17. Beginning in approximately April 2020, Sponsor A dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$5.6 million in federal funds to sites under its sponsorship in 2019 to more than \$179 million in 2021. In 2021, sites under the sponsorship of Sponsor A claimed to have served more than 80 million meals to children in Minnesota. Most of the sites operating under the sponsorship of Sponsor A fraudulently inflated their claims in order to appear that they were providing more

food to children than was true. Together, the defendants claimed to be serving meals to tens of thousands of children each day throughout the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

D. The Defendants and Their Roles

1. *HAJI OSMAN SALAD*

18. Defendant HAJI OSMAN SALAD was the principal of Haji's Kitchen LLC ("Haji's Kitchen"), which he registered with the State of Minnesota in or about September 2020. SALAD purported to operate Haji's Kitchen from a small warehouse he rented in Brooklyn Park, Minnesota. Through Haji's Kitchen, SALAD participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Sponsor A. As a vendor, SALAD's Haji's Kitchen was supposed to provide food or meals to sites participating in the Federal Child Nutrition Program, and then SALAD's business would be reimbursed for the cost of the food and meals it actually provided to the public. However, SALAD spent relatively little funds on food and meals. Ultimately, he fraudulently received approximately over \$16 million in Federal Child Nutrition Program funds to reimburse substantial food and meal expenses that SALAD did not actually incur.

19. In or about August 2021, SALAD also created US Halal Foods LLC, in part, to give the false impression that US Halal Foods LLC was involved in the food business when, in reality, it was a shell company to further the scheme to defraud and to launder money.

2. *FAHAD NUR*

20. Defendant FAHAD NUR was the principal of The Produce LLC (“The Produce”), which NUR registered with the State of Minnesota in or about July 2021. Through The Produce, NUR participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Feeding Our Future and Sponsor A. NUR ultimately fraudulently received more than \$1.3 million in funds for the Federal Child Nutrition Program. NUR’s entity, The Produce, also operated as a purported food supplier and received more than \$9.9 million fraudulently from sites or entities involved in the Federal Child Nutrition Program, including those controlled by SALAD as well as defendants ANAB ARTAN AWAD and SHARMARKE ISSA, among others. NUR operated The Produce until on or about January 30, 2022, at which time NUR fled from the United States approximately one week after federal agents executed multiple search warrants in Minnesota concerning the Federal Child Nutrition Program.

3. *ANAB ARTAN AWAD*

21. Defendant ANAB ARTAN AWAD was the president of Multiple Community Services, MCS (“Multiple Community Services”), a business she originally organized in 2016 with the State of Minnesota that was involuntarily dissolved in 2018. However, in or about September 2020, AWAD reinstated Multiple Community Services with the State of Minnesota. Thereafter, AWAD fraudulently received Federal Child Nutrition Program funds through Multiple Community Services for at least five distribution sites under the sponsorship of Sponsor A. The total claims submitted for reimbursement for AWAD’s sites was more than \$11

million. SALAD was one of AWAD's purported food vendors, and NUR was one of AWAD's purported food suppliers.

4. *SHARMARKE ISSA*

22. Defendant SHARMARKE ISSA created a company called Minnesota's Somali Community with the State of Minnesota in or about May 2020. Through Minnesota's Somali Community, ISSA operated sites under the sponsorship of Sponsor A as part of the Federal Child Nutrition Program. ISSA was also the manager of Wacan Restaurant LLC, through which he operated a site under the sponsorship of Feeding our Future. Among ISSA's purported food vendors and suppliers were SALAD and NUR. ISSA fraudulently caused MDE to pay out more than \$7.4 million in Federal Child Nutrition Program funds from approximately November 2020 to December 2021, of which approximately \$1.1 million ISSA received directly from Sponsor A and of which \$3.9 million was paid by Sponsor A to SALAD for ISSA's sites.

23. ISSA also operated other entities, or otherwise participated in their control, such as ANS Projects LLC and Bubah Baraka Properties LLC, which were shell companies through which ISSA and others laundered proceeds of the fraud scheme to purchase assets, primarily real estate, which had nothing to do with feeding children.

5. *FARHIYA MOHAMUD*

24. Defendant FARHIYA MOHAMUD was the principal and CEO of Dua Supplies & Distribution Inc. ("Dua Supplies"), which she created in or about February 2020. Although MOHAMUD's Dua Supplies purported to be a supplier of food, in

reality, MOHAMUD's Dua Supplies was a shell company that laundered millions of dollars of fraudulently obtained Federal Child Nutrition Program funds, including from SALAD and NUR. MOHAMUD laundered proceeds of the fraud scheme to purchase assets, primarily real estate, together with her son, ISSA.

Scheme to Defraud the Federal Child Nutrition Program

25. Beginning in or about April 2020, and continuing until in or about 2022, in the District of Minnesota, and elsewhere, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
ANAB ARTAN AWAD, and
SHARMARKE ISSA,**

together with other co-schemers, did knowingly and intentionally devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and for the purpose of executing this scheme caused wire transmissions to be sent in interstate commerce.

26. A main purpose of the scheme and artifice to defraud was to fraudulently obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified invoices and meal count records with substantially inflated figures. As food site operators or as food suppliers and vendors in the Federal Child Nutrition Program, SALAD, NUR, AWAD, and ISSA were respectively responsible for either acquiring or serving actual food to children. However, in furtherance of their scheme, SALAD, NUR, AWAD, ISSA, and their co-schemers, caused the submission of false and fraudulent information, such as meal counts, rosters, and invoices, and they each consequently received Federal

Child Nutrition Program funds that substantially exceeded the small amounts of food that the defendants either purchased or served to children.

27. To carry out the scheme, food distribution sites obtained fraudulent invoices for inflated quantities of food purchased (from wholesalers or distributors) or meals served (from vendors) to make it appear as though they were serving meals to tens of thousands of children each day. Together, the defendants claimed to be serving meals to tens of thousands of children each day around the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

28. An additional purpose of the scheme was to misappropriate millions of dollars in fraudulent proceeds in order to enrich and benefit the defendants, including spending money intended to feed children on such items as real estate, luxury vehicles, and travel.

SALAD's Role in the Scheme to Defraud

29. In furtherance of the scheme to defraud, SALAD falsely claimed that his business, Haji's Kitchen, was a food vendor for more than 15.7 million meals to various Federal Child Nutrition Program sites in Minnesota in between in or about June 2020 and March 2022. Among the largest recipients of purported food from SALAD were food distribution sites operated by ISSA and AWAD.

30. SALAD purported to provide food to Federal Child Nutrition Program sites using records containing false or otherwise inflated figures. For example, on or about November 5, 2021, SALAD submitted an invoice to the owner of a Federal Child Nutrition Program site located in Pelican Rapids, Minnesota, a small town in west-

central Minnesota with a population of approximately 2,500 people. In his invoice, SALAD falsely claimed to have supplied \$293,300 worth of food for 140,000 meals and snacks purportedly served at the Pelican Rapids site between October 14, 2021, and October 30, 2021. Similarly, on or about November 30, 2021, SALAD submitted an invoice directly to Sponsor A containing an invoice for \$105,588 for 50,400 meals and snacks purportedly served at a Pelican Rapids site between September 14, 2021, and September 30, 2021. In reality, SALAD provided only a minimal portion of the food and meals for which he claimed reimbursements.

31. In furtherance of the scheme to defraud, in or about August 2021, SALAD created US Halal Foods LLC. SALAD so named US Halal Foods LLC, in part, to give the false impression that it was involved in the food business when, in reality, it was a shell company to further the scheme to defraud. Subsequently, SALAD sent checks totaling approximately \$349,000 from Haji's Kitchen LLC bank accounts to a US Halal Foods LLC account that he also controlled. Specifically, on or about September 13, 2021, SALAD deposited a \$45,000 check from Haji's Kitchen LLC to US Halal Foods LLC that falsely stated "June – Invoice" on the check's memo line to disguise the illicit nature of the payment. In reality, SALAD's US Halal Foods LLC did not purchase any food during this period, and the company and its bank account had not been established by SALAD until August 2021. Similarly, on or about October 5, 2021, SALAD deposited an \$80,000 check into his US Halal Foods LLC account from "All Somalis Community of Worldwide." Although the check was dated May 17, 2021, and the memo line indicated that the check was purportedly for

“March Invoices,” in fact, SALAD’s US Halal Foods LLC was not in existence and purchased no food at that time.

32. As part of the fraud, SALAD and other co-schemers used bank accounts that were pass-throughs to receive and further disburse fraudulent proceeds. For instance, between approximately December 2020 and December 2021, SALAD distributed approximately \$3.7 million in proceeds of the fraud to MOHAMUD’s Dua Supplies. Similarly, NUR distributed approximately \$221,122 in fraudulent proceeds to MOHAMUD’s Dua Supplies. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent little on food for children and instead spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate.

33. Ultimately, SALAD fraudulently received approximately \$16 million in Federal Child Nutrition Program funds from approximately December 2020 through approximately January 2022, which was comprised of more than \$11.3 million in Federal Child Nutrition Program funds directly from Sponsor A and more than \$4 million directly from sites participating in the Federal Child Nutrition Program.

34. In furtherance of the scheme, SALAD misappropriated a substantial portion of these funds for his own personal benefit. For instance, between approximately March 2021 and October 2021, SALAD misappropriated approximately \$2.1 million in fraudulent proceeds to purchase multiple properties, including:

a. On or about March 19, 2021, SALAD obtained a cashier's check for approximately \$259,008 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10671 Jefferson Street NE, in Blaine, Minnesota;

b. On April 5, 2021, SALAD obtained a cashier's check for \$282,152 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10040 Kumquat Street NW in Coon Rapids, Minnesota.

c. On or about April 14, 2021, SALAD obtained a cashier's check for approximately \$459,104 from Haji's Kitchen LLC to North Title Inc. for the purchase of a commercial property located at 137 East Franklin Avenue in Minneapolis, Minnesota;

d. On or about May 17, 2021, SALAD sent a wire transfer for approximately \$437,069 from Haji's Kitchen LLC to North Title Inc. toward the purchase of a \$2.5 million parcel of land in Lakeville, Minnesota;

e. On or about June 3, 2021, SALAD wired \$469,530 from his Haji's Kitchen LLC account to DB Title Inc. toward the purchase of a commercial property located at 2500 Minnehaha Avenue South, Suite 300, in Minneapolis, Minnesota; and

f. On or about October 28, 2021, SALAD obtained a cashier's check for approximately \$220,583 from his Haji's Kitchen LLC account to the Hennepin County Sheriff for the purchase of a residential property located at 4001 5th Ave South in Minneapolis, Minnesota.

35. In addition to real estate, SALAD misappropriated Federal Child Nutrition Program funds for vehicles and related expenditures totaling approximately \$472,000, including:

a. On or about November 30, 2021, SALAD obtained a check in the amount of approximately \$57,000 from his Haji's Kitchen LLC account to Sears Imported Auto Inc. for the purchase of a 2022 Mercedes GLE Coupe;

b. On or about December 6, 2021, SALAD obtained a cashier's check in the amount of approximately \$47,000 from his Haji's Kitchen LLC account to Metro American Auto Sales; and

c. On or about September 9, 2021, SALAD obtained a check in the amount of \$30,000 from his Haji's Kitchen LLC account to Land Rover Minneapolis towards the purchase of a 2019 Range Rover.

FAHAD NUR's Role in the Scheme

36. It was further part of the scheme that NUR falsely purported to provide food to entities controlled by SALAD, AWAD, and ISSA through his business, The Produce.

37. In furtherance of the scheme, on or about March 10, 2021, NUR filed for an assumed name of "The Produce" with the State of Minnesota. Approximately five days later, on or about March 15, 2021, NUR opened a business bank account under the name "Fahad Nur DBA Fahad Nur." On or about July 9, 2021, NUR registered The Produce with the State of Minnesota. NUR opened a bank account for The Produce on or about July 12, 2021.

38. As part of the scheme to defraud, NUR fraudulently received payments for food that he had not supplied. Despite supposedly initiating his food operations in or about March 2021, NUR did not actually make any significant food-related purchases until in or about September 2021. However, by that time, NUR had already received approximately \$3.5 million from various entities for food that NUR purportedly provided as part of the Federal Child Nutrition Program. More specifically, on or about July 5, 2021, before NUR had actually formed The Produce, NUR had caused \$310,800 in invoices to be submitted to Feeding Our Future for purportedly providing 7,500 seven-day meal packs, for a total of 52,500 meals to a single food distribution site. In reality, NUR did not purchase food of the magnitude for which NUR billed the Federal Child Nutrition Program at the time.

39. In furtherance of the scheme to defraud, NUR fraudulently invoiced and received payments from ISSA and SALAD, among other schemers, when, in fact, NUR had not supplied the food he invoiced. For example, shortly after NUR opened his initial bank account on or about March 15, 2021, NUR fraudulently began to deposit checks for thousands of dollars from SALAD, including a March 12, 2021 check to NUR that purported to be for “produce service.” Additionally, on or about July 4, 2021, NUR fraudulently invoiced \$68,148.84 for supposedly providing 3,635 gallons of milk and over 7,000 packed lunches and breakfasts to ISSA. In reality, NUR did not purchase food at these times of the magnitude for which NUR billed, or which NUR otherwise received payments, involving other participants in the scheme such as SALAD and ISSA.

40. It was further part of the scheme to defraud that NUR received fraudulent proceeds from the Federal Child Nutrition Program into accounts that he controlled. More specifically, from in or about March 2021 to in or about February 2022, NUR received over \$11 million in deposits from entities involved in the Federal Child Nutrition Program, including \$1.25 million from Feeding our Future, \$1.1 million from ISSA's Minnesota's Somali Community, and \$312,000 from SALAD's Haji's Kitchen. NUR thereafter disbursed the fraudulent proceeds to benefit himself, including withdrawing approximately \$695,000 to his personal account and additionally withdrawing approximately \$78,000 in cash. NUR also spent hundreds of thousands dollars in proceeds towards personal expenditures related to real estate and vehicles.

41. To further the scheme, NUR also disbursed proceeds to other participants in the scheme. For instance, NUR disbursed at least \$800,000 to family members of AWAD, disbursed approximately \$256,000 to SALAD, and disbursed approximately \$221,000 to MOHAMUD.

42. NUR also provided funds to benefit ISSA to further the scheme. Specifically, NUR provided approximately \$249,929 to Bubah Baraka Properties LLC, a shell entity that ISSA used to purchase real estate together with MOHAMUD. In addition, on or about November 16, 2021, NUR wired approximately \$300,000 to a title company as a contribution toward the \$785,000 purchase of a five-bedroom house for ISSA located at 3817 West 55th Street, Edina, Minnesota.

AWAD's Role in the Scheme to Defraud

43. In furtherance of the scheme, AWAD controlled Federal Child Nutrition Program sites in Osseo, Minneapolis, and Faribault, Minnesota, through her business, Multiple Community Services. AWAD's sites purportedly served 3.8 million meals to needy children with SALAD and NUR as AWAD's supposed food suppliers, among others.

44. It was part of the scheme to defraud that AWAD caused the submission of fraudulent meal counts, attendance rosters, and invoices in order to receive reimbursement funds fraudulently from the Federal Child Nutrition Program. For instance, one of AWAD's Minneapolis sites alone fraudulently claimed to have served more than 1.5 million meals to children from just January 2021 to April 2021, which amounts to approximately 12,600 meals to children daily. In reality, AWAD's operations at that location served a fraction of the meal amounts claimed. Moreover, despite AWAD's claims, the supposed food vendor for AWAD's location, in fact, did not provide the food during that time claimed through AWAD's Multiple Community Services.

45. In addition, AWAD caused the submission of fake attendance rosters and invoices for "Golden Meadows," which was a Multiple Community Services site in Faribault. More specifically, AWAD's Multiple Community Services submitted to Sponsor A an attendance roster listing the names of approximately 2,010 children who purportedly received meals at the Faribault site in approximately December 2021. However, not one of the names matched the names of students who actually attended school in the Faribault Public School District at that time. Moreover,

AWAD's Multiple Community Services submitted fake invoices to Sponsor A for four of AWAD's sites (including Faribault) for approximately \$259,780 for food purportedly served in January 2022 by AWAD's sites. However, those invoices were fake and no food was supplied to AWAD by that vendor.

46. In addition, AWAD caused the submission of records to Sponsor A for another purported food supplier—NUR through his business, The Produce—when, in fact, NUR did not provide the food to AWAD as claimed on the invoices.

47. AWAD additionally used falsified invoices in the name of another supposed vendor who, in reality, provided no food (and no invoices) to AWAD or her business. Ultimately, based upon the submission of such fraudulent information, AWAD caused MDE to pay out more than \$9.6 million in Federal Child Nutrition Program reimbursements.

48. It was further part of the scheme to defraud that AWAD received fraudulent proceeds from the Federal Child Nutrition Program into accounts that she controlled, which included, among other deposits, receiving approximately \$3.7 million directly from Sponsor A, approximately \$3 million from a purported vendor that, in fact, provided no food to AWAD, and approximately \$199,000 from SALAD, who was ostensibly one of AWAD's other food vendors.

49. Thereafter, AWAD repeatedly withdrew fraud proceeds to benefit herself and others, including withdrawing \$308,000 for herself, withdrawing \$400,000 to another of AWAD's businesses, and disbursing hundreds of thousands in fraudulent proceeds to other individuals, which included AWAD's family members.

50. In furtherance of the scheme, AWAD, together with SALAD, misappropriated funds on each other's behalf for expenditures that had nothing to do with feeding children. For instance, on or about March 4, 2021, AWAD used proceeds of the fraud scheme to pay for a 2021 Dodge Ram 1500 pickup truck for SALAD with a cashier's check in the amount of approximately \$69,400. AWAD, in turn, benefitted from misappropriated funds. Specifically, on or about February 8, 2021, SALAD purchased a different 2021 Dodge Ram for AWAD using approximately \$69,598.29 in fraud proceeds.

ISSA's Role in the Scheme to Defraud

51. It was additionally part of the scheme to defraud that ISSA operated sites that fraudulently received Federal Child Nutrition Program funds under the sponsorship of Sponsor A and Feeding Our Future. ISSA's sites purportedly served 2.3 million meals to needy children using SALAD and NUR as ISSA's supposed food suppliers. In reality, ISSA's operations served only a small fraction of the meal amounts claimed.

52. To further the scheme, in or about May 2020, ISSA created Minnesota's Somali Community with the State of Minnesota. Between approximately March 2021 and August 2021, ISSA received approximately \$1.1 million in Federal Child Nutrition Program funds directly from Sponsor A to ISSA's business, Minnesota's Somali Community. However, little of this money was used by ISSA to purchase food.

53. In furtherance of the scheme to defraud, ISSA diverted proceeds he received from Sponsor A to other participants in the scheme. For instance, ISSA paid one of his purported vendors, NUR of The Produce, when, in fact, NUR had not

supplied the actual food for which ISSA paid NUR, which included, among other payments, \$438,990 in July and August 2021.

54. It was further part of the scheme that ISSA misappropriated Federal Child Nutrition Program funds to benefit himself and others. For instance, ISSA used fraud proceeds to pay at least \$77,000 to himself and an additional \$35,000 to an apparent relative.

55. As an additional part of the scheme, another one of ISSA's sites, Wacan Restaurant, received more than \$300,000 in Federal Child Nutrition Program funds in 2020 and 2021 from Feeding Our Future. However, little of this money was used by ISSA to purchase food. For instance, in or about December 2020, Feeding Our Future wrote a \$70,000 check to ISSA's Wacan Restaurant for an "advance payment." At the time of deposit, ISSA's Wacan Restaurant account had a balance of approximately \$8.71. Thereafter, between approximately December 2020 and December 2021, ISSA's Wacan Restaurant received approximately \$313,000 in Federal Child Nutrition Program funds, yet ISSA used little of this money to purchase food. Instead, ISSA's largest expenditures included withdrawals and transfers to entities unrelated to food distribution or purchase. For example, on or about February 25, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, a shell company controlled by ISSA and MOHAMUD.

56. It was further part of the scheme that ISSA sought to disguise disbursements of fraudulent proceeds in order to conceal their illicit purpose. For example, on or about January 19, 2021, ISSA deposited fraudulent proceeds from another one of his purported vendors, SALAD, in the amount of approximately

\$345,238 into ISSA's account for Minnesota's Somali Community. To hide the unlawful movement of fraud proceeds, this payment falsely purported to be a "donation" to ISSA's entity from SALAD's business, Haji's Kitchen.

57. ISSA fraudulently caused more than \$3.6 million to be paid by Sponsor A to SALAD for ISSA's sites for which SALAD purported to provide food and meals. In reality, SALAD provided little food for ISSA's locations through Minnesota's Somali Community. Rather, SALAD provided at least \$3.7 million to a shell entity, Dua Supplies, from which ISSA ultimately received fraudulent proceeds to purchase real estate.

58. Rather than provide hundreds of thousands of meals to children, it was further part of the scheme that ISSA acquired multiple pieces of property, including a \$785,000 house for himself. More specifically, in or about November 2021, ISSA purchased a single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 using shell companies involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds. The \$785,000 purchase price for ISSA's house was funded through fraudulent proceeds, including: a \$300,000 wire transfer on or about November 16, 2021, to a title company from Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 16, 2021, from MOHAMUD's Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

59. In total, in furtherance of their scheme to defraud, SALAD, NUR, AWAD, and ISSA caused MDE to pay at least \$25 million in reimbursements from the Federal Child Nutrition Program.

Counts 1-9
(Wire Fraud)

60. Paragraphs 1 through 59 are incorporated herein.

61. Beginning in or about April 2020, and continuing until in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the Grand Jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

62. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, each of which passed through servers located outside the State of Minnesota, including the following:

Count	Defendants	Date (on or about)	Wire Details
1	SHAMARKE ISSA and HAJI OSMAN SALAD	February 28, 2021	An email from SHAMARKE ISSA to HAJI OSMAN SALAD containing a spreadsheet of food produce prices and a meal count form
2	SHAMARKE ISSA and FAHAD NUR	August 13, 2021	An email from FAHAD NUR to SHAMARKE ISSA containing an invoice for \$66,150
3	HAJI OSMAN SALAD and FAHAD NUR	September 8, 2021	An email from HAJI OSMAN SALAD to FAHAD NUR concerning an invoice for \$327,250

4	HAJI OSMAN SALAD	November 5, 2021	An email from HAJI OSMAN SALAD to K.J. containing an invoice for \$293,300 for 70,000 meals and 70,000 snacks purportedly served at a Pelican Rapids site in October 2021
5	SHAMARKE ISSA	November 12, 2021	An email to SHAMARKE ISSA containing title documents for 3817 W 55 th Street in Edina, Minnesota
6	HAJI OSMAN SALAD	November 30, 2021	An email from HAJI OSMAN SALAD to Sponsor A containing an invoice for \$105,588 for 25,200 meals and 25,200 snacks purportedly served at a Pelican Rapids site in September 2021
7	ANAB ARTAN AWAD	December 9, 2021	Deposit of reimbursement check from Sponsor A in the amount of \$210,986.69 for a Multiple Community Services site in Faribault
8	ANAB ARTAN AWAD	January 18, 2022	Deposit of reimbursement check from Sponsor A in the amount of \$253,935.36 for a Multiple Community Services site in Faribault
9	ANAB ARTAN AWAD	January 20, 2022	Deposit of reimbursement check from Sponsor A in the amount of \$234,745.94 for a Multiple Community Services site in Faribault

All in violation of Title 18, United States Code, Section 1343.

Count 10

(Conspiracy to Commit Money Laundering)

63. Paragraphs 1 through 59 and paragraphs 61 and 62 are incorporated herein.

64. From at least in or about September 2020 through in or about January 2022, in the State and District of Minnesota, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
ANAB ARTAN AWAD,
SHARMARKE ISSA, and
FARHIYA MOHAMUD,**

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

65. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

66. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created entities for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds. Some of these entities purported to be meal vendors providing meals and food to the Federal Child Nutrition Program sites. In reality, these companies

were shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

b. The defendants also created shell companies in order to launder the proceeds of their fraud scheme.

c. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

d. The defendants purchased some property together by pooling fraudulent proceeds from multiple shell companies' respective bank accounts.

67. As part of the conspiracy to launder fraud proceeds, on or about August 18, 2021, SALAD created US Halal Foods LLC. Although US Halal Foods LLC bore the name of a business that appeared to be involved in food, in reality, US Halal Foods LLC was a shell company to obtain and launder fraud proceeds. In all, SALAD deposited approximately \$349,000 in Federal Child Nutrition Program funds into his US Halal Foods LLC bank account.

68. As further part of the conspiracy to launder fraud proceeds, AWAD caused fraudulent proceeds to be deposited into accounts controlled by a pass-through entity that AWAD falsely purported to use a vendor.

69. In addition, MOHAMUD and other conspirators used bank accounts for Dua Supplies to launder fraud proceeds. On or about February 19, 2020, MOHAMUD created Dua Supplies with the State of Minnesota, for which she was the CEO. Thereafter, MOHAMUD was the sole signatory for bank accounts for Dua Supplies. Between approximately December 2020 to December 2021, MOHAMUD deposited more than \$3.7 million in Federal Child Nutrition Program funds from accounts

controlled by SALAD. In August and September 2021, MOHAMUD deposited approximately \$221,122 in fraudulent proceeds from NUR. The approximately \$4 million from SALAD and NUR accounted for most of the money that MOHAMUD deposited into Dua Supplies bank accounts.

70. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate. Among other things, MOHAMUD diverted approximately \$1.5 million in fraud proceeds towards various real estate purchases, and she spent approximately \$67,000 on vehicle and vehicle-related expenses and another \$69,000 on travel-related expenditures. In addition, on or about October 26, 2021, MOHAMUD wrote a \$25,000 check to a Mercedes Benz dealership in Bloomington, Minnesota, for an “auto purchase.”

71. On or about September 16, 2020, MOHAMUD created Bubah Baraka Properties LLC with the State of Minnesota. The same day, MOHAMUD opened a bank account for Bubah Baraka Properties LLC for which she was the sole account signatory. Subsequently, together with ISSA, MOHAMUD used Bubah Baraka Properties LLC to receive and launder fraud proceeds to purchase additional properties. For instance, between approximately December 2020 and November 2021, MOHAMUD laundered approximately \$573,000 from the accounts for Dua Supplies to Bubah Baraka Properties LLC.

72. After laundering the proceeds of their scheme, the defendants used their shell companies to hide and disguise the source and ownership through the following types of transactions:

a. On or about February 23, 2021, Bubah Baraka Properties LLC entered into a purchase agreement to buy a commercial building at 1201 37th Avenue N, in Minneapolis, Minnesota, for \$550,000. MOHAMUD signed the purchase agreement on behalf of Bubah Baraka Properties LLC.

b. On or about February 24, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, and on or about August 23, 2021, transferred \$26,000 to Midas Capital LLC from ISSA's account for Wacan Restaurant, a site controlled by ISSA that between December 2020 and June 2021 received approximately \$313,000 in Federal Child Nutrition Program funds yet spent little money on food.

c. On or about March 10, 2021, ISSA's Bubah Baraka Properties LLC closed on the purchase of 1201 37th Avenue North, which was significantly funded by various conspirators involved in laundering Federal Child Nutrition Program funds.

d. On or about August 19, 2021, one of ISSA's co-schemers registered ANS Projects LLC with State of Minnesota. As of at least September 18, 2021, ISSA was the 50 percent owner of ANS Projects LLC, and its Secretary and Treasurer. On or about October 15, 2021, ISSA opened a bank account in the name ANS Projects LLC on which ISSA was one of two signatories. Through ANS Projects LLC, ISSA purchased real estate using misappropriated Federal Child Nutrition Program funds.

e. NUR used one his employees at The Produce to funnel proceeds to ISSA and other co-schemers. More specifically, on or about October 14, 2021, after NUR temporarily gave an employee thousands of dollars for the employee to hold temporarily, NUR then instructed that employee to pay \$80,000 of those funds to ISSA. However, rather than make the payment directly in ISSA's name, ISSA instead directed NUR's employee to obtain a cashier's check payable to ANS Projects LLC. NUR's employee then delivered a \$80,000 check to ISSA payable to ANS Projects LLC on or about October 14, 2021.

f. On or about October 29, 2021, ISSA and a co-schemer purchased through their entity, ANS Projects LLC, a rental property located at 2529 12th Avenue South in Minneapolis, Minnesota, for \$390,000 using funds they obtained from entities involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds.

g. On or about November 2, 2021, ISSA signed a purchase agreement to buy a single-family house located at 3817 West 55th Street, Edina, Minnesota, for \$785,000.

h. On or about November 12, 2021, an entity named Connect Properties LLC was registered with the State of Minnesota with MOHAMUD as the organizer. The registered office address for Connect Properties LLC was listed address as 3817 West 55th Street, in Edina, Minnesota, which is the single-family house for which ISSA entered into a purchase agreement on or about November 2, 2021.

i. On or about November 12, 2021, the real estate agent representing ISSA emailed a title company and asked that the agreement to purchase 3817 West 55th Street, in Edina, Minnesota, be changed from ISSA to Connect Properties LLC, which was created with the State of Minnesota that same day.

j. On or about November 18, 2021, ISSA purchased the single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 with Connect Properties LLC listed as the purchaser. MOHAMUD signed the purchase agreement on behalf of Connect Properties LLC, although the house was thereafter used as a residence for ISSA.

k. ISSA, MOHAMUD, and NUR pooled separate payments to purchase the single-family house at 3817 West 55th Street, in Edina, Minnesota, for ISSA from entities involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds. Specifically, the \$785,000 purchase price for ISSA's house was funded through a pooling of separate payments from ISSA, MOHAMUD, and NUR, as follows: a \$300,000 wire transfer on or about November 16, 2021, to a title company from ISSA's shell company, Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 18, 2021, from MOHAMUD's shell company, Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 11-35
(Money Laundering)

73. Paragraphs 1 through 59, 61, 62, and paragraphs 65 through 72 are incorporated herein.

74. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
11	SHARMARKE ISSA and FARHIYA MOHAMUD	January 27, 2021	Deposit of a cashier's check in the amount of approximately \$120,000 from a Bubah Baraka Properties LLC account to Regis Title for the purchase of a residential property located at 3132 37th Ave S, Minneapolis, MN 55406
12	HAJI OSMAN SALAD	February 8, 2021	Deposit of a check in the amount of approximately \$69,598 from an account controlled by defendant HAJI OSMAN SALAD to Luther Brookdale Chrysler Dodge, for the purchase of a 2021 Dodge Ram 1500 pickup truck for defendant ANAB ARTAN AWAD
13	SHARMARKE ISSA	February 18, 2021	Deposit of a cashier's check in the amount of approximately \$137,900 from an account controlled by SHARMARKE ISSA to GCS Title for the purchase of a property located at 7419 York Terrace, Edina, Minnesota

14	ANAB ARTAN AWAD	March 4, 2021	Deposit of a check in the amount of approximately \$69,400 from an account controlled by defendant ANAB ARTAN AWAD to Luther Brookdale Chrysler Dodge, for the purchase of a 2021 Dodge Ram 1500 pickup truck for defendant HAJI OSMAN SALAD
15	SHARMARKE ISSA and FARHIYA MOHAMUD	March 9, 2021	Wire transfer in the amount of approximately \$345,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a commercial property located at 1201 37th Ave N, Minneapolis, Minnesota
16	HAJI OSMAN SALAD	March 19, 2021	Deposit of a cashier's check in the amount of approximately \$259,008.38 from an account controlled by HAJI OSMAN SALAD to North Title Inc, toward the purchase of a residential property located at 10671 Jefferson St NE, Blaine, Minnesota
17	HAJI OSMAN SALAD	April 5, 2021	Deposit of a cashier's check in the amount of approximately \$282,152.95 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a residence at 10040 Kumquat St NW, in Coon Rapids, Minnesota

18	HAJI OSMAN SALAD	April 14, 2021	Deposit of a cashier's check in the amount of approximately \$459,104.01 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a commercial property at 137 E Franklin Avenue, Minneapolis, Minnesota
19	HAJI OSMAN SALAD	May 17, 2021	Wire transfer in the amount of approximately \$437,069.00 from an account controlled by HAJI OSMAN SALAD to North Title toward the purchase of a 37-acre lot located in Lakeville, Minnesota
20	FARHIYA MOHAMUD	May 24, 2021	Deposit of a check in the amount of approximately \$70,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a commercial property at 6828 Alverno Court, Inver Grove Heights, Minnesota
21	HAJI OSMAN SALAD	June 3, 2021	Wire transfer in the amount of approximately \$469,530.00 from an account controlled by HAJI OSMAN SALAD to Bankers Title toward the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, in Minneapolis, Minnesota
22	FARHIYA MOHAMUD	June 3, 2021	Wire transfer in the amount of approximately \$679,320.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota

23	FARHIYA MOHAMUD	July 7, 2021	Wire transfer in the amount of approximately \$301,699.44 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota
24	FAHAD NUR	July 14, 2021	Deposit of a cashier's check in the amount of approximately \$50,000 from an account controlled by FAHAD NUR to First American Title for the purchase of a property located at 12805 Swallow St NW, Coon Rapids, Minnesota
25	HAJI OSMAN SALAD	September 9, 2021	Deposit of a check in the amount of approximately \$30,000 from an account controlled by HAJI OSMAN SALAD to Land Rover Minneapolis toward the purchase of a 2019 Land Rover for A.S.O.
26	FAHAD NUR	October 12, 2021	Deposit of a check in the amount of approximately \$41,708.49 from an account controlled by FAHAD NUR to Freeway Ford for the purchase of a 2015 Ford F-150
27	SHARMARKE ISSA	October 15, 2021	Deposit of a check in the amount of approximately \$80,000 to an account controlled, in part, by SHARMARKE ISSA

28	SHARMARKE ISSA and FARHIYA MOHAMUD	October 18, 2021	Deposit of a check in the amount of approximately \$108,000 from a Bubah Baraka Properties LLC account to First American Title for the purchase of a residential property located at 2930 Blaisdell Avenue, #104, Minneapolis, Minnesota, for S.M. Issa
29	FARHIYA MOHAMUD	October 26, 2021	Deposit of a check in the amount of approximately \$25,000 from an account controlled by FARHIYA MOHAMUD to Feldmann Imports, a Mercedes Benz dealership
30	HAJI OSMAN SALAD	October 28, 2021	Deposit of a cashier's check in the amount of approximately \$220,583.33 from an account controlled by HAJI OSMAN SALAD to Hennepin County Sheriff for the purchase of a property at 4001 5th Ave South in Minneapolis, Minnesota
31	SHARMARKE ISSA and FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
32	FAHAD NUR	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from an account controlled by FAHAD NUR to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota

33	FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$184,308 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
34	HAJI OSMAN SALAD	November 29, 2021	Deposit of a check in the amount of approximately \$57,000 from an account controlled by HAJI OSMAN SALAD to Sears Imported Auto Inc for the purchase of a 2022 Mercedes GLE Coupe
35	FARHIYA MOHAMUD	January 21, 2022	Deposit of a cashier's check in the amount of approximately \$201,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a commercial property at 2520 Larpenteur Ave W, Lauderdale, Minnesota

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

75. Counts 1 through 35 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

76. If convicted of any of Counts 1-9 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or

personal, which constitutes or is derived from proceeds traceable to Counts 1-9 of the Indictment.

77. If convicted of any of Counts 10-35 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and any property traceable to such property.

78. The property subject to forfeiture includes, but is not limited to:

a. \$224,835.23 seized from Bell Bank account No. 6521127305, held in the name of US Halal Foods LLC;

b. \$1,197,946.40 seized from Huntington National Bank account No. 1438393443, held in the name of Haji's Kitchen LLC;

c. \$11,832.90 seized from Huntington National Bank account No. 2436665868, held in the name of HAJI OSMAN SALAD;

d. \$1,823,896.90 seized from JPMorgan Chase Bank account No. 672371900, held in the name of Haji's Kitchen LLC;

e. \$146,693.56 seized from JPMorgan Chase Bank account No. 720708376, held in the name of HAJI O. SALAD;

f. \$13,168.50 seized from Bremer Bank account No. 289483233, held in the name of Haji's Kitchen, LLC;

g. \$8,775.00 seized from Bremer Bank account No. 222483487, held in the name of Haji Osman Salad;

h. \$40,528.41 seized from Vision Bank account No. 2015707, held in the name of Haji's Kitchen, LLC;

i. \$ 39,223.48 seized from Vision Bank account No. 2015719, held in the name of HAJI SALAD;

j. \$ 42,824.91 seized from Trustone account No. 934565-0001, held in the name of Haji's Kitchen, LLC;

k. Foris Inc., dba Crypto.com account the name of Haji Salad, associated with User ID 36848558, with digital currency holdings valued at \$57,557.47, and Fiat Currency holdings valued at \$78.54, at the time of seizure in May 2022;

l. 2022 Mercedes Benz GLE Coupe, VIN: JGFD6BB5NA5891072019;

m. 2021 Dodge Ram 1500, VIN: 1C6SRFHT3MN626173;

n. 2021 Dodge Ram 1500, VIN: 1C6SRFHT8MN602449;

o. 2015 Ford F-150, VIN: 1FTEW1EF8FFC38045;

p. Real Property located at 10040 Kumquat St. NW, Coon Rapids, Minnesota;

q. Real Property located at 137 E. Franklin Ave., Minneapolis, Minnesota;

r. Real Property located at 3132 37th Ave. S, Minneapolis, Minnesota;

s. Real property located at 7419 York Terrace, Edina, Minnesota;

t. Real property located at 1201 37th Ave. N, Minneapolis, Minnesota;

u. Real property identified as a 37.4-acre land, Parcel Identification (PIN) No. 220121053010, Lakeville, Minnesota;

v. Real property located at 12805 Swallow St. NW, Coon Rapids, including FAHAD NUR's interest in a Contract for Deed for the purchase of this property;

w. Real property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota, including MI Properties LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

x. Real property located at 1514 Oakbrooke Ln., Eagan, Minnesota, including 4 A's Properties, LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

y. Real property located at 2930 Blaisdell Ave., Unit No. 104, Minneapolis, Minnesota;

z. Real property located at 2529 12th Ave. S, Minneapolis, Minnesota;

aa. Real property located at 3817 W 55th St., Edina, Minnesota;

bb. Real property located at 2520 Larpenteur Ave. W., Lauderdale Minnesota, including S&A Projects LLC and SHARMARKE ISSA's interest in a Contract for Deed for the purchase of this property;

cc. Real property located at 2679 133rd St. W, Rosemount Minnesota, including A.H.'s interest in a Contract for Deed for the purchase of this property; and

dd. \$28,003.00 U.S. currency seized from various locations within the residence at 9006 12th Ave S, Bloomington, Minnesota, including \$1,933.00 found in a safe.

79. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON

MINNESOTA
JUDICIAL
BRANCH

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

CR 22-222 NEB/DJF
INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 666

v.

18 U.S.C. § 1343

18 U.S.C. § 1957

1. LIBAN YASIN ALISHIRE,
2. AHMED YASIN ALI, and
3. KHADAR JIGRE ADAN,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants participated in a multi-million dollar scheme to defraud the federal child nutrition program, a program designed to provide free meals to needy children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds, which they spent for their own personal benefit on such expenditures as vehicles and real estate.



Exhibit 11

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating child care centers, day care homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the

Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and dispersing the federal funds.

9. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites despite knowing that the sites intended to and did submit fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulent participating in the program.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from

individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and make them look legitimate.

C. The Defendants and Their Roles

16. Defendant LIBAN YASIN ALISHIRE was the president and owner of Community Enhancement Services Inc., a company located in the JigJiga Business Center in Minneapolis. Community Enhancement Services operated a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future. The Community Enhancement Services site was also located in the JigJiga Business Center, a cultural mall in Minneapolis owned by ALISHIRE and KHADAR JIGRE ADAN.

17. Ace Distribution Services Inc. was a shell company created by ALISHIRE and later transferred to the ownership of ALI. Ace Distribution Services purported to be in the business of providing meals to be served at the Federal Child Nutrition Program site run by Community Enhancement Services. Ace Distribution Service’s registered address was the JigJiga Business Center.

18. Hoodo Properties LLC was a shell company owned by ALISHIRE and used to purchase real estate in Kenya. ALISHIRE listed the JigJiga Business Center as Hoodo Properties’ registered address.

19. Lake Street Kitchen was a company owned and controlled by defendants LIBAN YASIN ALISHIRE, AHMED YASIN ALI, and KHADAR JIGRE ADAN. Lake Street Kitchen opened a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future. The Lake Street Kitchen site was located in the JigJiga Business Center.

20. KHADAR JIGRE ADAN was the CEO of Lake Street Kitchen. AHMED YASIN ALI served as the President and Operations Manager of Lake Street Kitchen. ALISHIRE held himself out as the manager of the Lake Street Kitchen site.

21. Hadith Yusuf Ahmed was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

Count 1

(Conspiracy to Commit Wire Fraud)

22. From in or about September 2020 through in or about 2022, the defendants,

LIBAN YASIN ALISHIRE,
AHMED YASIN ALI, and
KHADAR JIGRE ADAN,

conspired with each other, and others known and unknown to the grand jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

23. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain Federal Child Program funds by submitting fraudulent claims that they were serving meals to hundreds or thousands of children a day.

Manner and Means of the Conspiracy

24. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. LIBAN ALISHIRE enrolled Community Enhancement Services in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. ALISHIRE claimed to operate the Community Enhancement Services site at the JigJiga Business Center in Minneapolis.

b. ALISHIRE claimed—falsely—that the Community Enhancement Services site was serving meals to as many as 2,700 children a day, seven days a week. In support of these claims, ALISHIRE submitted fake attendance rosters and invoices.

c. ALISHIRE created a fake distribution company, Ace Distribution Services, that purported to provide meals to be served to children at the Community Enhancement Services site. ALISHIRE created and submitted invoices fraudulently claiming that Ace Distribution Services was entitled to hundreds of thousands of dollars in Federal Child Nutrition Program funds for providing meals to be served at the site.

d. Between approximately February and October 2021, Community Enhancement Services claimed, falsely, to have served more than 800,000 meals to

children. Based on these fraudulent claims, ALISHIRE and his co-conspirators received more than \$1.6 million in Federal Child Nutrition Program funds from Feeding Our Future. ALISHIRE transferred much of this money to a shell company and used the federal funds to purchase real estate in Kenya, a truck and a boat.

e. ALISHIRE also paid more than \$200,000 in kickbacks to a Feeding Our Future employee, Hadith Ahmed, in exchange for Feeding Our Future's sponsorship of his company's fraudulent participation in the Federal Child Nutrition Program. This represented approximately 10 percent of the Federal Child Nutrition Program funds that Community Enhancement Services fraudulently received from Feeding Our Future.

f. ALISHIRE and his co-defendants, AHMED YASIN ALI and KHADAR JIGRE ADAN, created a second Federal Child Nutrition Program site in the JigJiga Business Center. This second site was run by Lake Street Kitchen and operated under the sponsorship of Feeding Our Future.

g. Lake Street Kitchen claimed to have served 300 meals a day, seven days a week, from approximately December 2020 to April 2021. In support of these fraudulent claims, ALISHIRE, ALI, and ADAN prepared and submitted fraudulent meal counts, attendance rosters, invoices, and other documentation. Again, ALISHIRE submitted fake invoices claiming that his fake distribution company, Ace Distribution Services, was entitled to Federal Child Nutrition Program funds for providing meals to be served at the Lake Street Kitchen site.

h. Based on these claims, Lake Street Kitchen received approximately \$180,000 in Federal Child Nutrition Program reimbursements.

Rather than use these funds to feed children, ALISHIRE, ALI, and ADAN transferred almost all of the money to their personal accounts.

Acts in Furtherance of the Conspiracy

25. In furtherance of the conspiracy and to effect its unlawful objectives, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

Community Enhancement Services Inc.

26. On or about December 21, 2020, LIBAN ALISHIRE and Aimee Bock submitted an application to enroll Community Enhancement Services Inc. as a site in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

27. In or about April 2021, ALISHIRE submitted to Feeding Our Future meal count forms claiming that the Community Enhancement Services site served meals to 2,500 to 2,700 children a day, seven days a week, in March 2021.

28. In or about May 2021, ALISHIRE submitted to Feeding Our Future meal count forms claiming that the Community Enhancement Services site served meals to 2,700 children a day, seven days a week, in April 2021. ALISHIRE also submitted fake invoices purporting to document the purchase of food from a meal vendor as well as a fake attendance roster.

29. In or about June 2021, ALISHIRE submitted to Feeding Our Future a meal count form claiming that the Community Enhancement Services site served meals to 2,980 children a day in June 2021.

30. On or about July 15, 2021, ALISHIRE registered Ace Distribution Services LLC with the Minnesota Secretary of State. ALISHIRE was the owner of Ace Distribution Services.

31. On or about August 24, 2021, ALISHIRE signed a vendor contract providing that Ace Distribution Services would receive Federal Child Nutrition Program reimbursement funds for providing meals to the Community Enhancement Services site.

32. On or about September 1, 2021, ALISHIRE sent an email to Feeding Our Future with the subject line “Community Enhancement Services (CES)—July Invoices.” Attached to the email were a series of invoices claiming that Ace Distribution Services had been providing breakfast and lunch for 1,000 children a day to be served at the Community Enhancement Services site beginning on July 1, 2021—two weeks before ALISHIRE created Ace Distribution Services. The invoices claimed that Ace Distribution Services was entitled to more than \$150,000 in Federal Child Nutrition Program funds for meals provided in July 2021.

33. Between February and October 2021, Community Enhancement Services received more than \$1.6 million in Federal Child Nutrition Program reimbursements from MDE. ALSHIRE sent much of this money to himself and his co-conspirators via shell companies created and used to receive and launder the proceeds of the fraud scheme.

34. For example, on or about June 23, 2021, ALSHIRE wrote a \$54,600 check from Community Enhancement to Hoodo Properties, a shell company created and used by ALSHIRE to receive and launder fraud proceeds.

35. On or about July 22, 2021, ALSHIRE wrote a \$98,600 check from Community Enhancement to Hoodo Properties.

36. On or about November 2, 2021, ALSHIRE wrote a \$45,000 check from Community Enhancement to Hoodo Properties.

37. ALSHIRE also paid kickbacks to a Feeding Our Future employee, Hadith Yusuf Ahmed, in exchange for his role in sponsoring and facilitating Community Enhancement Services's fraudulent participation in the Federal Child Nutrition Program. These kickbacks were disguised as consulting payments to a shell company created by Hadith Ahmed. For example, on or about June 2, 2021, ALSHIRE wrote a \$30,000 check from Community Enhancement Services to Mizal Consulting, the shell company created and used by Hadith Ahmed to receive and conceal bribe and kickback payments.

38. On or about July 2, 2021, ALSHIRE wrote a \$72,500 check from Community Enhancement Services to Mizal Consulting.

Lake Street Kitchen

39. On or about September 17, 2020, Aimee Bock and ALSHIRE submitted an application to enroll Lake Street Kitchen as a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future. ALSHIRE signed the application as the manager of Lake Street Kitchen. The application stated that the site would be located at the JigJiga Business Center in Minneapolis.

40. On or about September 22, 2020, AHMED ALI and KHADAR ADAN opened a bank account in the name of Lake Street Kitchen at Home Federal Savings Bank.

41. On or about January 5, 2021, ALISHIRE sent an email with the subject line “Lake Street Kitchen Invoice 12/20/20 to 01/03/21” to a Feeding Our Future employee. Attached to the email were meal count forms claiming that Lake Street Kitchen served meals to 300 children a day, seven days a week, between December 20, 2020, and January 3, 2021. ALISHIRE signed the meal count sheets as the site supervisor. ALISHIRE also attached fake invoices purporting to document the purchase of food to be served at the Lake Street Kitchen site.

42. On or about January 13, 2021, ALISHIRE sent an email with the subject line “Lake Street Kitchen Invoice—January Week 2” to Feeding Our Future. The email contained a meal count sheet claiming that the Lake Street Kitchen site served meals to 300 children a day the week of January 10, 2021. ALISHIRE signed the meal count sheet.

43. On or about January 19, 2021, Lake Street Kitchen received approximately \$16,688 in Federal Child Nutrition Program funds. That same day, ALI wrote a \$13,000 check from Lake Street Kitchen to ALISHIRE. The memo line on the check stated that the money was ALISHIRE’s “Profit Split.”

44. On or about February 12, 2021, AHMED ALI sent an email to Feeding Our Future complaining that “[w]e are still waiting on our payment from January. How can we continue to operate a program if we are not being paid as agreed upon?”

45. Four days later, on or about February 16, 2021, Lake Street Kitchen received approximately \$44,826 in Federal Child Nutrition Program funds from Feeding Our Future. Prior to the deposit of this check, the Lake Street Kitchen account had an existing balance of approximately \$542.

46. Three days later, on or about February 19, 2021, AHMED ALI and KHADAR ADAN distributed more than two-thirds of this money among themselves and ALISHIRE as “profit.”

47. On or about February 19, 2021, KHADAR ADAN wrote two checks to himself from Lake Street Kitchen—one for \$10,000 and one for \$5,000. ADAN indicated on the memo line that the checks were “profit sharing.” ADAN also wrote a \$7,500 check from Lake Street Kitchen to AHMED ALI for his “profit split.”

48. On or about February 19, 2021, AHMED ALI wrote a \$7,500 check from Lake Street Kitchen to ALISHIRE. The memo line on the check indicated the money was ALISHIRE’s “profit split.”

49. On or about April 1, 2021, AHMED ALI sent an email with the subject line “Lake Street Kitchen—March Invoices” to Hadith Ahmed and another Feeding Our Future employee. Attached to the email were meal count forms claiming that the Lake Street Kitchen site served supper and a snack to 300 children a day, seven days a week, in March 2021.

50. On or about June 4, 2021, ALISHIRE sent an email to Home Federal Savings Bank asking to be added as a signor on the Lake Street Kitchen bank account.

51. On or about November 22, 2021, ALISHIRE sent an email with the subject line “October Invoices Back-up Receipts” to Feeding Our Future. Attached to the email were invoices purporting to show that Lake Street Kitchen had purchased more than \$200,000 worth of food from Ace Distribution Services in October 2021.

52. Based on these claims, ALI, ADAN and their co-conspirators received approximately \$180,000 in Federal Child Nutrition Program reimbursements from December 2020 to April 2021. Rather than use this money to feed children, ALI and ADAN wrote checks distributing nearly all of the money to themselves and ALISHIRE as “profit.” ALI, ADAN, and ALISHIRE sent much of this money to themselves via shell companies created and used to receive and launder the proceeds of the fraud scheme.

All in violation of Title 18, United States Code, Section 371.

Counts 2-7
(Wire Fraud)

53. Paragraphs 1 through 52 are incorporated herein.

54. From at least in or about September 2020 through in or about January 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

55. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	LIBAN ALISHIRE AHMED ALI KHADAR ADAN	January 5, 2021	An email from ALISHIRE to Feeding Our Future with the subject line "Lake Street Kitchen Invoice 12/20/20 to 01/03/21" that passed through servers located outside the State of Minnesota
3	LIBAN ALISHIRE AHMED ALI KHADAR ADAN	February 12, 2021	An email from ALI to Feeding Out Future complaining that "[w]e are still waiting on our payment from January. How can we continue to operate a program if we are not being paid as agreed upon?" that passed through servers located outside the State of Minnesota
4	LIBAN ALISHIRE	February 27, 2021	An email from ALISHIRE to Hadith Ahmed with the subject line "Community Enhancement Services-Sponsor Organization" that passed through servers located outside the State of Minnesota
5	LIBAN ALISHIRE	July 8, 2021	An email from ALISHIRE to Hadith Ahmed with the subject line "Community Enhancement Services (CES) June Invoice" that passed through servers located outside the State of Minnesota
6	LIBAN ALISHIRE	September 1, 2021	An email from ALISHIRE to Feeding Our Future with the subject line "Community Enhancement Services (CES) - July Invoices" that passed through servers located outside the State of Minnesota
7	LIBAN ALISHIRE AHMED ALI KHADAR ADAN	November 22, 2021	An email from ALISHIRE to Feeding Our Future with the subject line "October Invoices Back-up Receipts" that passed through servers located outside the state of Minnesota

All in violation of Title 18, United States Code, Section 1343.

Count 8

(Conspiracy to Commit Federal Programs Bribery)

56. Paragraphs 1 through 52 are incorporated herein.

57. From in or about May 2021 to in or about July 2021, in the State and District of Minnesota, the defendant,

LIBAN YASIN ALISHIRE

conspired with Hadith Yusuf Ahmed and others known and unknown to the Grand Jury to commit federal programs bribery, that is, to corruptly agree to give anything of value to any person, with intent to influence and reward an agent of an organization, to wit, Hadith Yusuf Ahmed, in connection with any business, transaction and series of transactions with Feeding Our Future involving anything of value of \$5,000 or more, that is, in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program, where Feeding Our Future received benefits in excess of \$10,000 under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, in violation of Title 18, United States Code, Sections 666(a)(2).

Purpose and Object of the Conspiracy

58. The object and purpose of the conspiracy was for individuals and entities participating in the fraudulent scheme to obtain Federal Child Nutrition Program funds to pay bribes and kickbacks to a Feeding Our Future employee in exchange for Feeding Our Future's sponsorship of their fraudulent participation in the Federal Child Nutrition Program.

Manner and Means of the Conspiracy

59. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. A Feeding Our Future employee, Hadith Yusuf Ahmed, solicited and accepted bribes and kickbacks from LIBAN YASIN ALISHIRE in exchange for sponsoring his company's fraudulent participation in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

b. Hadith Ahmed created a fake consulting company, Mizal Consulting LLC, for use in accepting and hiding the bribe and kickback payments.

c. ALISHIRE paid bribes and kickbacks to Hadith Ahmed in exchange for his role in sponsoring and facilitating ALISHIRE's fraudulent participation in the Federal Child Nutrition Program. ALISHIRE disguised the bribe and kickback payments as consulting payments or other legitimate payments to Hadith Ahmed's fake consulting company, Mizal Consulting LLC. In reality, the payments were bribes and kickbacks.

Acts in Furtherance of the Conspiracy

60. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

61. On or about December 1, 2020, Hadith Ahmed registered Mizal Consulting LLC with the Minnesota Secretary of State.

62. On or about May 20, 2021, ALISHIRE wrote a \$45,000 check to Mizal Consulting LLC for "consultation."

63. On or about May 20, 2021, ALISHIRE wrote a \$15,000 check from Ace Interpretation Services Inc. to Mizal Consulting LLC for “translation/interpretation.”

64. On or about June 2, 2021, ALISHIRE wrote a \$33,000 check from Community Enhancement Services Inc. to Mizal Consulting LLC for “consultation.”

65. On or about June 2, 2021, ALISHIRE wrote a \$30,000 check from Community Enhancement Services Inc. to Mizal Consulting LLC for “consultation.”

66. On or about July 2, 2021, ALISHIRE wrote a check for \$72,500 from Community Enhancement Services Inc. to Mizal Consulting LLC for “backdated consulting.”

All in violation of Title 18, United States Code, Section 371.

Counts 9-13
(Federal Programs Bribery)

67. Paragraphs 1 through 52 and 57 through 66 are incorporated herein.

68. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annual under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Defendant(s)	Date (on or about)	Payment
9	LIBAN ALISHIRE	May 20, 2021	A \$45,000 check from ALISHIRE to Mizal Consulting LLC
10	LIBAN ALISHIRE	May 20, 2021	A \$15,000 check from Ace Interpretation Services Inc. to Mizal Consulting LLC
11	LIBAN ALISHIRE	June 2, 2021	A \$33,000 check from Community Enhancement Services to Mizal Consulting LLC
12	LIBAN ALISHIRE	June 2, 2021	A \$30,000 check from Community Enhancement Services to Mizal Consulting LLC
13	LIBAN ALISHIRE	July 2, 2021	A \$72,500 check from Community Enhancement Services to Mizal Consulting LLC

All in violation of Title 18, United States Code, Section 666.

Counts 14-21
(Money Laundering)

69. Paragraphs 1 through 52 are incorporated herein.

70. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
14	AHMED ALI	May 19, 2021	A \$37,884 check from Lake Street Kitchen to Khadar Adan
15	KHADAR ADAN	May 19, 2021	A \$18,942 check from Lake Street Kitchen to Ahmed Ali
16	LIBAN ALISHIRE	July 1, 2021	A check for \$37,408 from Hoodo Properties LLC to East Side Auto for the purchase of a 2018 Ford F150 pickup truck
17	LIBAN ALISHIRE	July 6, 2021	A \$25,000 check from Ace Interpretation Services to Hannay's Marine for the purchase of a Sea Ray 185 Sport boat
18	LIBAN ALISHIRE	September 22, 2021	A \$57,000 wire transfer from ALISHIRE to Individual B.F. at Banque Cantonale de Geneve towards the purchase of a unit at the Karibu Palms Resort in Diani Beach, Kenya
19	LIBAN ALISHIRE	November 22, 2021	A \$216,000 wire transfer from Hoodo Properties to Jaafar Jelle & Co. towards the purchase of a unit at the Karibu Palms Resort in Diani Beach, Kenya
20	LIBAN ALISHIRE	January 19, 2022	An \$85,000 wire transfer from Hoodo Properties to Abdulrahman Saad and Associates towards the purchase of a 5-bedroom apartment in Nairobi, Kenya
21	AHMED ALI	February 9, 2022	A \$30,000 check from Lake Street Kitchen to Khadar Adan

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

71. Counts 1 through 21 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

72. If convicted of any of Counts 1-13 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-13 of the Indictment.

73. If convicted of any of Counts 14-21 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1957 and any property traceable to such property.

74. The property subject to forfeiture includes, but is not limited, to: (1) a Sea Ray 185 Sport boat, with attached motor; (2) a 2010 ShoreLand'r Bunk trailer, VIN: 1MDAJWR17AA440313; and (3) a 2018 Ford F150 pickup truck, VIN: 1FTEW1EG8FC31226.

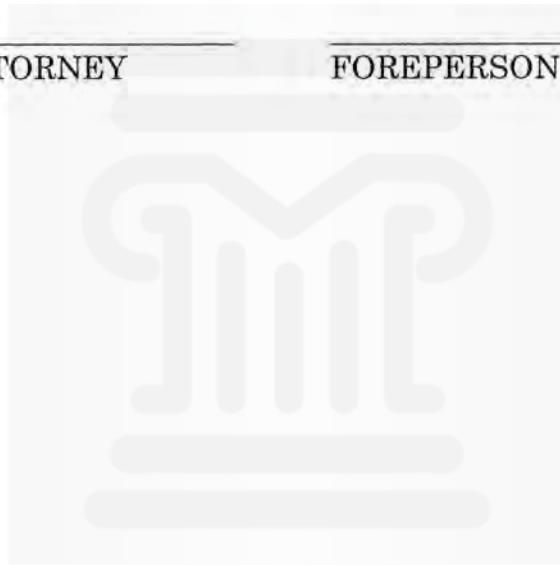
75. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title

18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON



MINNESOTA
JUDICIAL
BRANCH

CASE 0:22-cr-00225-NEB-TNL Doc. 1 Filed 09/13/22 Page 1 of 27

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR 22-225 NEB/JFD

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 666

18 U.S.C. § 1343

v.

18 U.S.C. § 1956

18 U.S.C. § 1957

1. SHARMAKE JAMA,
2. AYAN JAMA,
3. ASHA JAMA,
4. FARTUN JAMA,
5. MUSTAFA JAMA, and
6. ZAMZAM JAMA,

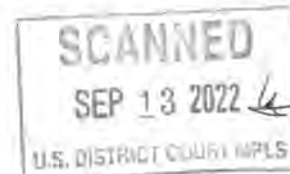
Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants devised and carried out a \$5.6 million scheme to defraud the federal child nutrition program, a program designed to provide free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds, which they then spent for their own personal benefit on such expenditures as vehicles and real estate.

**Exhibit 12**

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, day care homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the

Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

Feeding Our Future was a sponsoring agency authorized to participate in the USDA's Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites despite knowing that the sites intended to and did submit fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received approximately \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulently participating in the program.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them look legitimate.

C. The Defendants and Their Roles

16. Defendants SHARMAKE JAMA and AYAN JAMA were the principals of Brava Restaurant & Cafe LLC (“Brava Restaurant”). Brava Restaurant operated a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future. The Brava Restaurant site was located in a retail strip mall in Rochester, Minnesota. In 2020 and 2021, Brava Restaurant received approximately \$4.3 million in Federal Child Nutrition Program funds for food and meals it purportedly provided to children. SHARMAKE JAMA and AYAN JAMA were signatories who controlled Brava Restaurant’s bank accounts.

17. Defendants ASHA JAMA, FARTUN JAMA, MUSTAFA JAMA, and ZAMZAM JAMA worked for Brava Restaurant or otherwise received compensation from Brava Restaurant.

18. Mumu LLC was a shell company created by SHARMAKE JAMA on or about January 7, 2021. SHARMAKE JAMA used Mumu LLC to launder proceeds

fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

19. East Africa LLC was a shell company created by AYAN JAMA on or about January 7, 2021. AYAN JAMA used East Africa LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

20. Shalaq LLC was a shell company created by ASHA JAMA on or about January 7, 2021. ASHA JAMA used Shalaq LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

21. Eyo LLC was a shell company created by FARTUN JAMA on or about January 7, 2021. FARTUN JAMA used Eyo LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

22. African Heritage LLC was a shell company created by ZAMZAM JAMA on or about January 7, 2021. ZAMZAM JAMA used African Heritage LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate and a vehicle.

23. Nakumad LLC was a shell company created by MUSTAFA JAMA on or about January 7, 2021. MUSTAFA JAMA, at times together with AYAN JAMA, used Nakumad LLC to launder proceeds fraudulently obtained from the Federal Child Nutrition Program, including to purchase real estate.

24. Abdikerm Abdellahi Eidleh was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

25. Bridge Consulting and Logistics LLC was a company created and used by Abdikerm Abdellahi Eidleh to accept and conceal kickback payments.

Scheme to Defraud the Federal Child Nutrition Program

26. Beginning in or about September 2020, and continuing until in or about December 2021, in the District of Minnesota, and elsewhere, the defendants,

**SHARMAKE JAMA and
AYAN JAMA,**

together with other co-schemers, did knowingly and intentionally devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and for the purpose of executing this scheme caused wire transmissions to be sent in interstate commerce.

27. A main purpose of the scheme and artifice to defraud was to fraudulently obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified meal count records with substantially inflated figures, in order to receive money from the Federal Child Nutrition Program.

28. An additional purpose of the scheme was to misappropriate and launder millions of dollars in fraudulent proceeds from the Federal Child Nutrition Program through shell companies set up by the defendants, and others, in order to enrich and benefit the defendants and others, including spending money intended to feed

children on such items as real estate in Minnesota and Ohio, property on the Mediterranean coast of Turkey, and vehicles.

29. It was part of the scheme to defraud that, in or about September 2020, Brava Restaurant submitted an application to Feeding Our Future to enroll in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. The application included an accompanying Site Identification Request Form. SHARMAKE JAMA signed the application on behalf of Brava Restaurant.

30. In order to be approved as a participating site in the Federal Child Nutrition Program, Feeding Our Future assigned an employee, Abdikerm Abdellahi Eidleh, to conduct, among other purported vetting procedures, a "Pre-Operational Visit" at Brava Restaurant. Subsequently, after Feeding Our Future concluded that Brava Restaurant was eligible to participate as a site in the Federal Child Nutrition Program, it submitted Brava Restaurant's completed site application to MDE on or about September 8, 2020. In response, on or about that same day, Feeding Our Future submitted a letter to Olmsted County Public Health Services, indicating that meals would be prepared and served seven days per week at Brava Restaurant's site in Rochester, Minnesota, under Feeding Our Future's sponsorship. MDE approved Brava Restaurant as a site in the Federal Child Nutrition Program.

31. As a site participating in the Federal Child Nutrition Program, SHARMAKE JAMA and AYAN JAMA's Brava Restaurant was supposed to provide food or meals to eligible children for which it would be reimbursed for the cost of the food and meals it actually provided. However, in furtherance of their scheme to defraud, SHARMAKE JAMA, AYAN JAMA, and their associates, caused the

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submission of false and fraudulent information, and they consequently received Federal Child Nutrition Program funds to which they were not entitled.

32. For instance, starting in October 2020, just weeks after signing up for the Federal Child Nutrition Program, Brava Restaurant submitted weekly meal count sheets to Feeding Our Future claiming the site fed breakfast and lunch to between approximately 2,985 and 2,999 children each day throughout the month, purportedly totaling over 92,000 children served. Brava Restaurant claimed that it was entitled to reimbursement for October 2020 of approximately \$570,517.05, exclusive of the administrative fee paid by MDE to Feeding Our Future. That claim was fraudulent because Brava Restaurant actually incurred only a small fraction of food costs for that time.

33. In furtherance of the fraud, Brava Restaurant submitted weekly meal count sheets for November 2020 to Feeding Our Future claiming the site fed breakfast and lunch to between approximately 2,990 and 2,998 children each day throughout the month, again purportedly totaling over 89,000 children served. Brava Restaurant claimed that it was entitled to reimbursement from MDE for November 2020 for approximately \$531,704.80. That claim was fraudulent because Brava Restaurant actually incurred only a small fraction of such food costs for that time.

34. Based on these fraudulent submissions, in or about December 2020, Brava Restaurant received its initial reimbursement payments for the Federal Child Nutrition Program. More specifically, on or about December 15, 2020, Brava Restaurant received a payment of approximately \$249,180.64 from Feeding Our

Future, which was followed by another Feeding Our Future payment of approximately \$300,000 on or about December 18, 2020.

35. It was further part of the scheme that the defendants caused the payment of a kickback to a Feeding Our Future employee, Abdikerm Abdellahi Eidleh, in exchange for his role in sponsoring and facilitating Brava Restaurant's fraudulent participation in the Federal Child Nutrition Program. This kickback was disguised as a payment to a shell company created by Abdikerm Abdellahi Eidleh. More specifically, on or about December 29, 2020, SHARMAKE JAMA wrote a check for approximately \$14,000 from Brava Restaurant to "Bridge Consulting and Logistics," the shell company created and used by Abdikerm Abdellahi Eidleh to receive and conceal bribe and kickback payments. As part of the scheme, SHARMAKE JAMA paid this kickback shortly after Brava Restaurant received its initial reimbursement payments in December 2020 from Feeding Our Future.

36. To carry out the scheme further, SHARMAKE JAMA and AYAN JAMA thereafter caused the additional submission of fraudulent records to MDE throughout 2021, including inflated meal counts to make it appear as though Brava Restaurant was serving meals to an increasing number of children, including as many as 4,000 per day, which was false.

37. It was further part of the scheme that, in order to conceal the fraud and to stave off scrutiny by making the conduct appear legitimate, AYAN JAMA falsely represented to inquiring parties that Brava Restaurant participated in the Federal Child Nutrition Program through a contract with Rochester Public Schools, when, in fact, Brava Restaurant had no contract with Rochester Public Schools.

38. As an additional part of the scheme to defraud, SHARMAKE JAMA, AYAN JAMA, and others coordinated their establishment of shell companies through which they received and disbursed Federal Child Nutrition Program funds to make expenditures for their own benefit that had nothing to do with feeding children. More specifically, on the exact same date—January 7, 2021—SHARMAKE JAMA, AYAN JAMA, and others each registered their own company with the State of Minnesota. These companies were primarily shells through which SHARMAKE JAMA, AYAN JAMA, and others diverted and disguised the fraudulently obtained Federal Child Nutrition Program funds that Brava Restaurant had begun to receive approximately three weeks prior.

39. More specifically, on or about January 7, 2021, SHARMAKE JAMA created Mumu LLC. Between approximately February 18, 2021, and December 15, 2021, SHARMAKE JAMA deposited at least \$872,230 in misappropriated Federal Child Nutrition Program funds into his Mumu LLC bank accounts from Brava Restaurant accounts he controlled with AYAN JAMA. SHARMAKE JAMA misappropriated funds for his own personal benefit, including using approximately \$88,565.70 from Brava Restaurant account to buy a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck.

40. In furtherance of the scheme, on or about January 7, 2021, AYAN JAMA created her own shell company, East Africa LLC. Between approximately January 26, 2021, and December 14, 2021, AYAN JAMA deposited at least \$407,070 in misappropriated Federal Child Nutrition Program funds into her East Africa LLC

bank accounts from Brava Restaurant accounts she controlled with SHARMAKE JAMA.

41. Similarly, on or about January 7, 2021, ASHA JAMA created a shell company named Shalaq LLC. Between approximately January 25, 2021, and December 16, 2021, at least \$449,933 in misappropriated Federal Child Nutrition Program funds were deposited into Shalaq LLC accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

42. As an additional part of the scheme, on or about January 7, 2021, FARTUN JAMA created Eyo LLC, a shell company. Between approximately January 29, 2021, and December 20, 2021, at least \$192,095 in misappropriated Federal Child Nutrition Program funds were deposited into Eyo LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

43. On or about January 7, 2021, in furtherance of the scheme, ZAMZAM JAMA created her own shell company, African Heritage LLC. Between approximately January 20, 2021, and October 5, 2021, at least \$491,245 in misappropriated Federal Child Nutrition Program funds were deposited into African Heritage LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA.

44. It was an additional part of the scheme that, on or about January 7, 2021, MUSTAFA JAMA created a shell company named Nakumad LLC. Between approximately January 25, 2021, and December 16, 2021, at least \$1,429,730 in misappropriated Federal Child Nutrition Program funds were deposited into Nakumad LLC bank accounts from Brava Restaurant accounts controlled by

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SHARMAKE JAMA and AYAN JAMA. In or about October 2021, approximately \$356,795 in misappropriated Federal Child Nutrition Program funds were wired from the Nakumad LLC account internationally to Turkey. These October 2021 wire transfers were payments toward the purchase by AYAN JAMA and another individual of a “summer home” in Alanya, a resort town on Turkey’s Mediterranean coast.

45. It was further part of the scheme that the defendants, together with others, purchased various properties together with respective contributions of fraudulent proceeds from multiple shell companies. For instance, on or about March 19, 2021, AYAN JAMA contributed approximately \$254,041 in misappropriated Federal Child Nutrition Program funds toward the purchase of a home located in Rochester, Minnesota, which coincided with a separate contribution on the same date toward the same property from ASHA JAMA in the amount of approximately \$200,000 in misappropriated Federal Child Nutrition Program funds. Similarly, on or about October 5, 2021, SHARMAKE JAMA contributed approximately \$200,000 in misappropriated Federal Child Nutrition Program funds toward the purchase of a home located in Rosemount, Minnesota, which coincided with separate contributions on the same date toward the same property with two others, FARTUN JAMA and ZAMZAM JAMA, in the respective amounts of approximately \$122,500 and \$80,000 in misappropriated Federal Child Nutrition Program funds.

46. Ultimately, SHARMAKE JAMA and AYAN JAMA falsely claimed that the Brava Restaurant site served more than 1.7 million meals in Rochester as part of the Federal Child Nutrition Program in a little over one year. As a result, between

September 2020 and December 2021, the fraudulent conduct of SHARMAKE JAMA, AYAN JAMA, and their co-schemers caused MDE to pay out over \$5.6 million in Federal Child Nutrition Program to reimburse purported food and meal expenses that the Brava Restaurant site did not actually incur. Of that amount, SHARMAKE JAMA, AYAN JAMA, and others fraudulently received approximately \$4.3 million in proceeds.

Counts 1-11
(Wire Fraud)

47. Paragraphs 1 through 46 are incorporated herein.
48. From at least in or about September 2020 through December 2021, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.
49. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following, each of which were routed outside the State and District of Minnesota:

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Count	Defendants	Date (on or about)	Wire Details
1	SHARMAKE JAMA and AYAN JAMA	December 15, 2020	Payment in the amount of approximately \$249,180.64 from a Feeding Our Future bank account to a Brava Restaurant bank controlled by SHARMAKE JAMA and AYAN JAMA
2	SHARMAKE JAMA and AYAN JAMA	December 18, 2020	Payment in the amount of approximately \$300,000 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
3	SHARMAKE JAMA and AYAN JAMA	January 11, 2021	Payment in the amount of approximately \$531,704.80 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
4	SHARMAKE JAMA and AYAN JAMA	January 29, 2021	Payment in the amount of approximately \$549,417.44 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
5	SHARMAKE JAMA and AYAN JAMA	February 22, 2021	Payment in the amount of approximately \$570,615.45 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
6	SHARMAKE JAMA and AYAN JAMA	March 29, 2021	Payment in the amount of approximately \$514,847.25 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA

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7	SHARMAKE JAMA and AYAN JAMA	May 21, 2021	Payment in the amount of approximately \$1,121,514.00 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
8	AYAN JAMA	October 6, 2021	An email from AYAN JAMA to A.O.H. containing a spreadsheet containing a list of children's names and ages
9	AYAN JAMA	October 11, 2021	An email from AYAN JAMA to A.O.H. containing meal count sheets for Brava Restaurant for September 2021 and a list of children's names and ages
10	SHARMAKE JAMA and AYAN JAMA	October 26, 2021	Payment in the amount of approximately \$278,605.80 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA
11	SHARMAKE JAMA and AYAN JAMA	December 6, 2021	Payment in the amount of approximately \$275,248.29 from a Feeding Our Future bank account to a Brava Restaurant bank account controlled by SHARMAKE JAMA and AYAN JAMA

All in violation of Title 18, United States Code, Section 1343.

Count 12

(Federal Programs Bribery)

50. Paragraphs 1 through 46, 48, and 49 are incorporated herein.

51. On or about December 29, 2020, in the State and District of Minnesota, the defendant,

SHARMAKE JAMA,

corruptly gave, offered, and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annually under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, namely, a \$14,000 check from Brava Restaurant to Abdikerm Abdellahi Eidleh, a Feeding Our Future employee.

All in violation of Title 18, United States Code, Section 666.

Count 13

(Conspiracy to Commit Money Laundering)

52. Paragraphs 1 through 46, 48, 49, and 51 are incorporated herein.
53. From at least in or about September 2020 through in or about December 2021, in the State and District of Minnesota, the defendants,

**SHARMAKE JAMA,
AYAN JAMA,
ASHA JAMA,
FARTUN JAMA,
ZAMZAM JAMA, and
MUSTAFA JAMA,**

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing

those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

54. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

55. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created limited liability companies on the same date, which were shell companies for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

b. After laundering the proceeds of their scheme through their respective shell companies, the defendants repeatedly used their shell companies to purchase real estate, cars, and other items for the personal benefit of themselves and others.

c. The defendants purchased some real estate together by pooling fraudulent proceeds from multiple shell companies' respective bank accounts.

56. On or about January 7, 2021, SHARMAKE JAMA created Mumu LLC, which he used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately February 18, 2021, and December 15, 2021, SHARMAKE JAMA diverted at least \$872,230 in

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misappropriated Federal Child Nutrition Program funds into Mumu LLC bank accounts from Brava Restaurant accounts he controlled with AYAN JAMA. Among other things, SHARMAKE JAMA used this money on or about March 10, 2021, to purchase a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck with a check in the amount of approximately \$88,565.70. In addition, SHARMAKE JAMA used this money toward the purchase of real estate, such as: (a) checks on or about June 28, 2021, in the total approximate amount of \$377,066 for a home located at 2689 Daybreak Court SE in Rochester, Minnesota; and (b) a check on or about October 5, 2021, for approximately \$200,000 for a home located at 3581 153rd Street W in Rosemount, Minnesota. SHARMAKE JAMA pooled the proceeds used to purchase this Rosemount property with proceeds separately contributed by FARTUN JAMA and ZAMZAM JAMA through their respective shell companies.

57. On or about January 7, 2021, AYAN JAMA created East Africa LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 25, 2021, and December 14, 2021, AYAN JAMA diverted at least \$407,070 in misappropriated Federal Child Nutrition Program funds into East Africa LLC bank accounts from Brava Restaurant accounts she controlled with SHARMAKE JAMA. Among other things, AYAN JAMA used this money to purchase real estate, including checks on or about March 19, 2021, for the total approximate amount of \$254,041 for the purchase of a home located at 4568 Buckingham Drive NW in Rochester, Minnesota. AYAN JAMA pooled the proceeds used to purchase this Rochester with proceeds separately

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contributed on the same date by ASHA JAMA through their respective shell companies.

58. On or about January 7, 2021, ASHA JAMA created Shalaq LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 25, 2021, and December 16, 2021, ASHA JAMA deposited approximately \$449,933 in misappropriated Federal Child Nutrition Program funds into Shalaq LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, ASHA JAMA used this money toward the purchase of real estate, including a check on or about March 19, 2021, in the approximate amount of \$200,000 for a home located at 4568 Buckingham Drive NW in Rochester, Minnesota. ASHA JAMA pooled the proceeds used to purchase this Rochester property on the same date with proceeds separately contributed by AYAN JAMA through their respective shell companies. In addition, ASHA JAMA used proceeds on or about May 20, 2021, in a check in the approximate amount of \$36,000 toward the purchase of a home located at 16764 Enchanted Court in Lakeville, Minnesota. ASHA JAMA pooled proceeds toward this Lakeville property on the same date that MUSTAFA JAMA contributed proceeds separately through their respective shell companies.

59. On or about January 7, 2021, FARTUN JAMA created Eyo LLC. FARTUN JAMA, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 29, 2021, and December 20, 2021, FARTUN JAMA deposited approximately

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\$192,095 in misappropriated Federal Child Nutrition Program funds into Eyo LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, FARTUN JAMA used this money toward the purchase of real estate, including a check on or about October 5, 2021, for approximately \$122,500 for a home located at 3581 153rd Street W, in Rosemount, Minnesota. FARTUN JAMA pooled proceeds toward this Rosemount property on the same date that SHARMAKE JAMA and ZAMZAM JAMA contributed proceeds separately through their respective shell companies.

60. On or about January 7, 2021, ZAMZAM JAMA created African Heritage LLC, which she used, among other things, as a shell company to hide and disguise the source and ownership of fraud proceeds. Between approximately January 20, 2021, and October 5, 2021, ZAMZAM JAMA deposited approximately \$491,245 in misappropriated Federal Child Nutrition Program funds into African Heritage LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, ZAMZAM JAMA used this money: (a) to buy a 2021 Toyota Rav4 vehicle on or about August 17, 2021, with a check in the amount of approximately \$31,442.21; and (b) toward the purchase of a home located at 3581 153rd Street W in Rosemount, Minnesota, on or about October 5, 2021, with a check in the amount of approximately \$80,000. ZAMZAM JAMA pooled proceeds toward this Rosemount property on the same date that FARTUN JAMA and SHARMAKE JAMA contributed proceeds separately through their respective shell companies.

61. On or about January 7, 2021, MUSTAFA JAMA created Nakumad LLC, which he used, among other things, as a shell company to hide and disguise the source

and ownership of fraud proceeds. In or about March 2021, AYAN JAMA joined MUSTAFA JAMA as a signatory controlling Nakumad LLC bank accounts. Between approximately January 25, 2021, and December 16, 2021, MUSTAFA JAMA and AYAN JAMA deposited approximately \$1,429,730 in misappropriated Federal Child Nutrition Program funds into Nakumad LLC bank accounts from Brava Restaurant accounts controlled by SHARMAKE JAMA and AYAN JAMA. Among other things, MUSTAFA JAMA and AYAN JAMA used this money to purchase real estate. For instance, on or about May 20, 2021, MUSTAFA JAMA provided a check in the approximate amount of \$394,000 from an account he partially controlled toward the purchase of a home located at 16764 Enchanted Court in Lakeville, Minnesota. MUSTAFA JAMA pooled proceeds toward this Lakeville property on the same date that ASHA JAMA contributed proceeds separately through their respective shell companies. In addition, in or about October 2021, at least one conspirator wired internationally to Turkey approximately \$356,795 in misappropriated Federal Child Nutrition Program funds from a Nakumad LLC account controlled by MUSTAFA JAMA and AYAN JAMA to enable AYAN JAMA and another individual to purchase a “summer home” in Alanya, a resort town on Turkey’s Mediterranean coast.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 14-29
(Money Laundering)

62. Paragraphs 1 through 46, 48, 49, and 51, and 53 through 61 are incorporated herein.

63. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and

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attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
14	SHARMAKE JAMA	March 10, 2021	Deposit of a check in the amount of approximately \$88,565.70 from an account controlled by SHARMAKE JAMA to Buick GMC Rochester for the purchase of a 2021 GMC Sierra 3500 Denali 4WD Crew Cab truck
15	AYAN JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$190,000 from an account controlled by AYAN JAMA to Rochester Title for the purchase of a home located at 4568 Buckingham Dr NW, Rochester, Minnesota 55901
16	ASHA JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$200,000 from an account controlled by ASHA JAMA to Rochester Title for the purchase of a home located at 4568 Buckingham Dr NW, Rochester, Minnesota 55901
17	AYAN JAMA	March 19, 2021	Deposit of a check in the amount of approximately \$64,041.15 from an account controlled by AYAN JAMA and MUSTAFA JAMA to Rochester Title for the purchase of a home 4568 Buckingham Dr NW, Rochester, Minnesota 55901

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18	ASHA JAMA	May 20, 2021	Deposit of a check in the amount of approximately \$36,000 from an account controlled by ASHA JAMA to Titlesmart, Inc., for the purchase of a home located at 16764 Enchanted Court, Lakeville, Minnesota 55044
19	MUSTAFA JAMA	May 20, 2021	Deposit of a check in the amount of approximately \$394,000 from an account controlled by MUSTAFA JAMA and AYAN JAMA to Titlesmart, Inc., for the purchase of a home located at 16764 Enchanted Court, Lakeville, Minnesota 55044
20	SHARMAKE JAMA	June 28, 2021	Deposit of a check in the amount of approximately \$336,599 from an account controlled by SHARMAKE JAMA to Rochester Title for the purchase of a home located at 2689 Daybreak Court SE, Rochester, Minnesota 55904
21	SHARMAKE JAMA	June 28, 2021	Deposit of a check in the amount of approximately \$40,467.42 from an account controlled by SHARMAKE JAMA to Rochester Title for the purchase of a home located at 2689 Daybreak Court SE, Rochester, Minnesota 55904
22	MUSTAFA JAMA and AYAN JAMA	July 26, 2021	Wire transfer in the amount of approximately \$168,000 from an account controlled by MUSTAFA JAMA and AYAN JAMA to M.O. for the purchase of a home located at 2687 Kantian Drive, Columbus, Ohio
23	ZAMZAM JAMA	August 17, 2021	Deposit of a check in the amount of approximately \$31,442.21 from an account controlled by ZAMZAM JAMA to Rochester Motors for the purchase of a 2021 Toyota Rav4 vehicle

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24	FARTUN JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$122,500 from an account controlled by FARTUN JAMA to Edgewater Title Group for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
25	AYAN JAMA	October 4, 2021	Wire transfer in the amount of approximately \$50,000 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA
26	ZAMZAM JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$80,000 from an account controlled by ZAMZAM JAMA to Edgewater Title Group, for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
27	SHARMAKE JAMA	October 5, 2021	Deposit of a check in the amount of approximately \$200,000 from an account controlled by SHARMAKE JAMA to Edgewater Title Group, for the purchase of a home located at 3581 153 rd Street W, Rosemount, Minnesota 55068
28	AYAN JAMA	October 7, 2021	International wire transfer in the amount of approximately \$291,795 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA
29	AYAN JAMA	October 22, 2021	International wire transfer in the amount of approximately \$15,000 to an account in Turkey toward the purchase of property in Turkey for AYAN JAMA and another individual from an account controlled, in part, by AYAN JAMA

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

64. Counts 1 through 29 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

65. If convicted of any of Counts 1 through 12 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1 through 12 of the Indictment.

66. If convicted of any of Counts 13 through 29 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and any property traceable to such property.

67. The property subject to forfeiture includes, but is not limited to:

- a. The real property located at 4568 Buckingham Dr. NW, Rochester, Minnesota;
- b. The real property located at 16764 Enchanted Ct., Lakeville, Minnesota;
- c. The real property located at 2698 Daybreak Ct., Rochester Minnesota;
- d. The real property located at 3581 153rd St. W, Rosemount, Minnesota;
- e. The real property located at 2687 Kantian Drive, Columbus, Ohio;

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- f. 2021 GMC Sierra 3500, VIN: 1GT49WEY8MF189198; and
- g. 2021 Toyota RAV4, VIN: 2T3P1RFV7MC150550.

68. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON

MINNESOTA
JUDICIAL
BRANCH

22 cr 238 JRT

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INFORMATION

Plaintiff,

18 U.S.C. § 371

v.

HADITH YUSUF AHMED,

Defendant.

RECEIVED

SEP 19 2022

CLERK
U.S. DISTRICT COURT
MINNEAPOLIS, MINNESOTA

THE UNITED STATES ATTORNEY CHARGES THAT:

Count 1

(Conspiracy to Commit Wire Fraud)

From at least in or about September 2020 through in or about 2022, the defendant,

HADITH YUSUF AHMED,

conspired with others known and unknown to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

FORFEITURE ALLEGATIONS

1. If convicted of Count 1 of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and

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CASE 0:22-cr-00238-JRT *SEALED* Doc. 1 Filed 09/19/22 Page 2 of 2

Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Count 1 of the Information.

2. The property subject to forfeiture includes, but is not limited to:
 - a. \$318,042.11 seized from Wells Fargo account No. 3962979872, held in the name of HADITH YUSUF AHMED;
 - b. \$20,085.91 seized from Wells Fargo account No. \$3,506,066.80 seized from Bank of America account No. 3187389683, held in the name of HADITH YUSUF AHMED.

3. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

Dated: September 19, 2022

ANDREW M. LUGER
United States Attorney

/s/ Joseph H. Thompson
JOSEPH H. THOMPSON
HARRY M. JACOBS
CHELSEA A. WALCKER
MATTHEW S. EBERT
JOSEPH S. TEIRAB
Assistant U.S. Attorneys

22cr237 JNE

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INFORMATION

Plaintiff,

18 U.S.C. § 371

v.

BEKAM ADDISSU MERDASSA,

Defendant.

THE UNITED STATES ATTORNEY CHARGES THAT:

Count 1

(Conspiracy to Commit Wire Fraud)

1. From in or about December 2020 through in or about January 2022, the defendant,

BEKAM ADDISSU MERDASSA

conspired with others known and unknown to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio, or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

2. As part of the fraudulent scheme, BEKAM MERDASSA conspired with others to participate in a fraudulent scheme to obtain and misappropriate millions of

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MINNEAPOLIS, MINNESOTA

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U.S. DISTRICT COURT MPLS

dollars in Federal Child Nutrition Program funds that were intended as reimbursements for the cost of serving meals to underprivileged children.

3. As part of the fraudulent scheme, BEKAM MERDASSA and his co-conspirators Abdul Ali and Yusuf Ali ran a Federal Child Nutrition Program site called Youth Inventors Lab.

4. BEKAM MERDASSA established Youth Inventors Lab in March 2017 as a non-profit entity. Between March 2017 through in or around December 2020, there was essentially no business activity with Youth Inventors Lab.

5. Abdul Ali approached BEKAM MERDASSA in or about December 2020 with the idea of using Youth Inventors Lab to act as a purported distribution site to receive funds from the Federal Child Nutrition Program. In January 2020, BEKAM MERDASSA, Abdul Ali, and Yusuf Ali submitted an application to Feeding Our Future for Youth Inventors Lab to participate in the federal food program at a site located at 2434 University Avenue West in St. Paul, Minnesota.

6. The site purported to serve thousands of meals to children a day, seven days a week. During the seven-month period between December 2020 through June 2021, BEKAM MERDASSA, along with co-conspirators Abdul Ali and Yusuf Ali, claimed to have served more than 1.3 million meals at the Youth Inventors Lab site. Youth Inventors Lab claimed that it received prepared meals and food to distribute from S & S Catering. However, in reality, Youth Inventors Lab served only a fraction of these meals and did not receive any food from S & S Catering. In support of these

claims, BEKAM MERDASSA, along with co-conspirators Abdul Ali and Yusuf Ali, prepared and submitted fraudulent meal counts, attendance rosters, and invoices.

7. Based on these claims, BEKAM MERDASSA, along with co-conspirators Abdul Ali and Yusuf Ali, received \$3,029,786 million in Federal Child Nutrition Program funds.

FORFEITURE ALLEGATIONS

8. If convicted of Count 1 of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Count 1 of the Information.

9. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

All in violation of Title 18, United States Code, Section 371 and 1343.

Dated: September 19, 2022

ANDREW M. LUGER
United States Attorney

/s/ Harry M. Jacobs
JOSEPH H. THOMPSON
HARRY M. JACOBS
MATTHEW S. EBERT
CHELSEA A. WALCKER
JOSEPH S. TEIRAB
Assistant U.S. Attorneys

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INFORMATION

Plaintiff,

18 U.S.C. § 371

v.

HANNA MARAKEGN,

Defendant.

RECEIVED

SEP 19 2022

CLERK
U.S. DISTRICT COURT
MINNEAPOLIS, MINNESOTA

THE UNITED STATES ATTORNEY CHARGES THAT:

At times relevant to the information:

1. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the "Federal Child Nutrition Program").

2. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

3. Meals funded by the Federal Child Nutrition Program are served by "sites." Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

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U.S. DISTRICT COURT MPLS

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4. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship.

5. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it for difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

6. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

7. Defendant HANNA MARAKEGN was the owner of Brava Café, a restaurant located in Minneapolis, Minnesota, that participated in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

Count 1
(Conspiracy to Commit Wire Fraud)

8. From at least in or about September 2020 through in or about 2022, the defendant,

HANNA MARAKEGN,

conspired with others known and unknown to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

9. As part of the fraudulent scheme MARAKEGN enrolled the Brava Café in the Federal Child Nutrition Program in September 2020 under the sponsorship of Feeding Our Future.

10. As part of the fraudulent scheme MARAKEGN submitted to Feeding Our Future meal count sheets that substantially and fraudulently inflated the number of meals served at the Brava Café site.

11. As part of the fraudulent scheme MARAKEGN falsely claimed, at times, that Brava Café was serving breakfast and lunch to more than 4,000 children per day, seven days a week.

12. To cover up the fraudulent scheme MARAKEGN obtained fabricated invoices purporting to document the purchase of food to be served to children.

13. As part of the fraudulent scheme MARAKEGN kicked back a portion of the fraudulently obtained Federal Child Nutrition Program funds she received to a Feeding Our Future employee.

14. In all, MARAKEGN paid more than \$150,000 in kickbacks to a Feeding Our Future employee in exchange for Feeding Our Future's sponsorship of Brava Café's fraudulent participation in the Federal Child Nutrition Program.

15. In all, based on these claims, MARAKEGN received more than \$5 million in Federal Child Nutrition Program funds from Feeding Our Future.

FORFEITURE ALLEGATIONS

16. If convicted of Count 1 of this Information, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Count 1 of the Information.

17. The property subject to forfeiture includes, but is not limited to, the real property located 2830 Cabaline Trail, Medina, Minnesota.

18. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 28, United States Code, Section 2461(c).

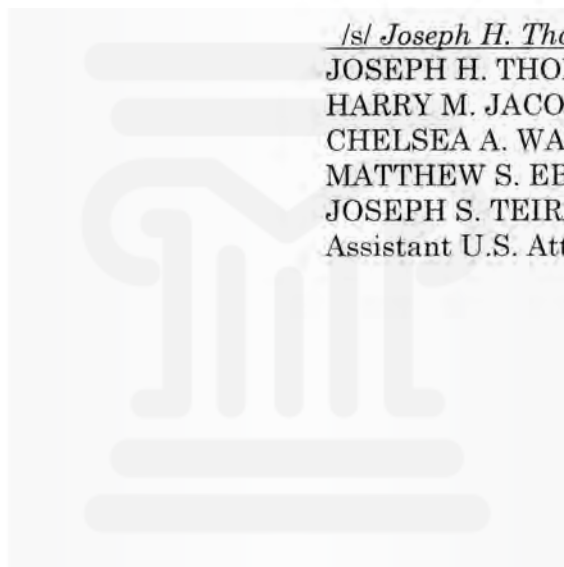
CASE 0:22-cr-00236-SRN *SEALED* Doc. 1 Filed 09/19/22 Page 5 of 5

All in violation of Title 18, United States Code, Section 371.

Dated: September 19, 2022

ANDREW M. LUGER
United States Attorney

/s/ Joseph H. Thompson
JOSEPH H. THOMPSON
HARRY M. JACOBS
CHELSEA A. WALCKER
MATTHEW S. EBERT
JOSEPH S. TEIRAB
Assistant U.S. Attorneys



MINNESOTA
JUDICIAL
BRANCH

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR 22-277 ECT/DJF

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 666

v.

18 U.S.C. § 1343

18 U.S.C. § 1957

1. MEKFIRA HUSSEIN, and
2. ABDULJABAR HUSSEIN,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants participated in a multi-million dollar scheme to defraud the federal child nutrition program, a program designed to provide free meals to needy children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds, which they spent for their own personal benefit on such expenditures as vehicles and real estate.

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition



programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating child care centers, day care homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites despite knowing that the sites intended to and did submit fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulently participating in the program.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a

portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and make them look legitimate.

C. The Defendants and Their Roles

16. Defendant MEKFIRA HUSSEIN was the president and owner of Shamsia Hopes, a nonprofit corporation located in Brooklyn Center, Minnesota. Shamsia Hopes operated Federal Child Nutrition Program sites under the sponsorship of Feeding Our Future. The registered address for Shamsia Hopes was MEKFIRA HUSSEIN’s residence in Shakopee, Minnesota.

17. Oromia Feeds LLC was a company created in or about December 2020 by MEKFIRA HUSSEIN’s husband, ABDULJABAR HUSSEIN. Oromia Feeds LLC purported to be in the business of providing meals to be served at the Federal Child Nutrition Program sites run by Shamsia Hopes. The registered address for Oromia Feeds LLC was the same residence that ABDULJABAR HUSSEIN shared with MEKFIRA HUSSEIN in Shakopee, Minnesota.

18. Abdikerm Eidleh was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Eidleh created and used several entities to receive and conceal bribe and kickback payments, including Bridge Consulting and Logistics LLC and Bridge Logistics LLC.

Count 1**(Conspiracy To Commit Wire Fraud)**

19. From in or about October 2020 through in or about 2022, the defendants,

MEKFIRA HUSSEIN, and
ABDULJABAR HUSSEIN,

conspired with each other, and others known and unknown to the grand jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted and caused to be transmitted writings, signs, signals, pictures, and sounds by means of wire, radio and television communication in interstate and foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

20. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain Federal Child Nutrition Program funds by submitting fraudulent claims that the defendants were serving meals to hundreds or thousands of children a day.

Manner and Means of the Conspiracy

21. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. MEKFIRA HUSSEIN enrolled Shamsia Hopes in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. MEKFIRA HUSSEIN claimed to operate multiple Shamsia Hopes sites, including sites in Minnesota located in Brooklyn Park, Brooklyn Center, Minneapolis, and Fridley.

b. MEKFIRA HUSSEIN claimed—falsely—that Shamsia Hopes was serving meals to as many as 5,000 children every day, seven days a week. In support of some claims, MEKFIRA HUSSEIN submitted fake meal counts that she signed as the site supervisor. MEKFIRA HUSSEIN also submitted fake invoices purporting to document the purchase of food to be served at sites for Shamsia Hopes.

c. ABDULJABAR HUSSEIN created a company, Oromia Feeds LLC, that purported to provide food to children at Shamsia Hopes' sites. ABDULJABAR HUSSEIN submitted invoices fraudulently claiming that Oromia Feeds LLC was entitled to hundreds of thousands of dollars in Federal Child Nutrition Program funds for providing meals to be served at the Shamsia Hopes sites.

d. MEKFIRA HUSSEIN diverted at least \$5.4 million in Federal Child Nutrition Program funds to ABDULJABAR HUSSEIN's Oromia Feeds LLC, which actually spent only a small fraction of that money on food. Instead, Oromia Feeds LLC disbursed substantial amounts unrelated to food for children, including at least \$1 million to ABDULJABAR HUSSEIN's personal accounts.

e. In 2020 and 2021, Shamsia Hopes claimed—falsely—to have served more than 3.4 million meals to children. In reality, MEKFIRA HUSSEIN and ABDULJABAR HUSSEIN's operations served only a fraction of the meal amounts claimed. Based on these fraudulent claims, MEKFIRA HUSSEIN and her co-conspirators claimed that Shamsia Hopes was entitled to more than \$10.4 million in Federal Child Nutrition Program funds from Feeding Our Future. Ultimately, MEKFIRA HUSSEIN's purported non-profit, Shamsia Hopes, received approximately \$7.8 million in Federal Child Nutrition Program funds and

ABDULJABAR HUSSEIN's Oromia Feeds LLC received nearly an additional \$1 million in Federal Child Nutrition Program funds. MEKFIRA HUSSEIN transferred much of the \$7.8 million to ABDULJABAR HUSSEIN's Oromia Feeds LLC and together they spent Federal Child Nutrition Program funds for their own personal benefit, including luxury vehicles and paying off the mortgage on their Shakopee residence.

f. MEKFIRA HUSSEIN and ABDULJABAR HUSSEIN also paid thousands of dollars in kickbacks to a Feeding Our Future employee, Abdikerm Eidleh, in exchange for Feeding Our Future's sponsorship of their companies' fraudulent participation in the Federal Child Nutrition Program.

Acts in Furtherance of the Conspiracy

22. In furtherance of the conspiracy and to effect its unlawful objectives, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

23. On or about October 9, 2020, MEKFIRA HUSSEIN and Aimee Bock submitted an application to enroll Shamsia Hopes as a site in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Bock and MEKFIRA HUSSEIN signed and certified the October 9, 2020 application by acknowledging, among other things, that the "agreement is for receipt of federal funds and deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes."

24. MEKFIRA HUSSEIN paid kickbacks to a Feeding Our Future employee, Abdikerm Eidleh, in exchange for his role in sponsoring and facilitating the

fraudulent participation of Shamsia Hopes in the Federal Child Nutrition Program. Some of these kickbacks were disguised as consulting payments to shell companies created by Abdikerm Eidleh. For example, on or about December 2, 2020, MEKFIRA HUSSEIN wrote a \$2,500 check from Shamsia Hopes for “consulting fees” to Bridge Consulting and Logistics LLC, one of the shell companies that Eidleh created and used to conceal his kickback payments.

25. On or about December 5, 2020, ABDULJABAR HUSSEIN registered Oromia Feeds LLC with the Minnesota Secretary of State. ABDULJABAR HUSSEIN was the owner of Oromia Feeds LLC.

26. In or about December 2020, MEKFIRA HUSSEIN submitted to Feeding Our Future meal count forms claiming that Shamsia Hopes served meals to 5,000 children a day, seven days a week, in December 2020.

27. On or about January 8, 2021, MEKFIRA HUSSEIN paid another kickback with a check for \$18,000 from Shamsia Hopes for “supplies” to Eidleh’s Bridge Logistics LLC, another one of the shell companies that Eidleh created and used to conceal his kickback payments.

28. On or about January 18, 2021, MEKFIRA HUSSEIN paid another kickback with a check from Shamsia Hopes for \$30,000 to Eidleh’s Bridge Logistics LLC.

29. On or about February 19, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$953,250 into a Shamsia Hopes account at Bank of America.

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30. Through Oromia Feeds LLC, ABDULJABAR HUSSEIN also paid kickbacks to Feeding Our Future employee Abdikerm Eidleh. For example, on or about February 22, 2021, ABDULJABAR HUSSEIN wrote a check from Oromia Feeds LLC for \$30,080 to Eidleh's Bridge Logistics LLC for "consulting."

31. On or about April 1, 2021, MEKFIRA HUSSEIN submitted to Feeding Our Future meal count forms claiming that a Shamsia Hopes site served children over 5,000 breakfasts and over 5,000 lunches per day, seven days a week, in March 2021.

32. On or about March 12, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$861,000 into a Shamsia Hopes account at Bank of America.

33. On or about March 15, 2021, ABDULJABAR HUSSEIN paid an additional kickback through a check from Oromia Feeds LLC for \$30,000 to Eidleh's Bridge Consulting and Logistics LLC.

34. On or about May 7, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$953,250 into a Shamsia Hopes account at Bank of America.

35. The next day, on or about May 8, 2021, MEKFIRA HUSSEIN paid another kickback with a check from Shamsia Hopes in the amount of \$30,000 for "consultant" to Eidleh's Bridge Consulting and Logistics LLC, one of the shell companies Eidleh created and used to conceal his kickback payments.

36. On or about June 28, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$922,500 into a Shamsia Hopes account at Bank of America.

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37. On or about July 6, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: Invoice 01 from 06/16/2021-06/30/2021." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on or about July 5, 2021, claiming that Oromia Feeds LLC had been providing at least 2,000 breakfasts and at least 2,000 lunches to children every day for Shamsia Hopes beginning on June 16, 2021, through June 30, 2021. The invoice was addressed to Feeding Our Future and claimed that Oromia Feeds LLC was entitled to reimbursement from the Federal Child Nutrition Program for approximately \$197,155 for meals supposedly provided in June 2021.

38. On or about July 8, 2021, ABDULJABAR HUSSEIN opened a bank account in the name of Oromia Feeds LLC at Bank of America with an initial deposit of \$800,000 from an Oromia Feeds LLC account at BMO Harris Bank.

39. On or about July 29, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: Dry Food INVOICE." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on July 29, 2021, claiming that Oromia Feeds LLC had been providing 1,723 afternoon snacks and 1,723 suppers to children every day for Shamsia Hopes in May 2021. The invoice claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC had billed Shamsia Hopes approximately \$228,073 for meals supposedly provided in May 2021.

40. On or about August 3, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: INVOICE for Feeding Our Future." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on

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August 3, 2021, claiming that Oromia Feeds LLC had been providing at least 2,000 breakfasts and at least 2,000 lunches to children every day for Shamsia Hopes in July 2021. The invoice claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC had billed Shamsia Hopes approximately \$406,100 for meals supposedly provided in July 2021.

41. On or about August 9, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$163,916 into a Shamsia Hopes account at Bank of America.

42. On or about August 9, 2021, ABDULJABAR HUSSEIN deposited a check from Shamsia Hopes in the amount of \$78,081 into an Oromia Feeds LLC account at Bank of America.

43. On or about August 10, 2021, ABDULJABAR HUSSEIN deposited a check from Shamsia Hopes in the amount of \$163,916 into an Oromia Feeds LLC account at Bank of America.

44. On or about August 31, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line “Fw: Invoice for December.” Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on August 31, 2021, claiming that Oromia Feeds LLC had been providing at least 5,000 breakfasts and at least 5,000 lunches to children every day for Shamsia Hopes in December 2020 beginning on December 1, 2020—four days before ABDULJABAR HUSSEIN created Oromia Feeds LLC. The invoice claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC

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had billed Shamsia Hopes approximately \$581,000 for meals supposedly provided in December 2020.

45. On or about August 31, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line “Fw: Invoices.” Attached to the email were four invoices for January, February, March, and April 2021 forwarded by ABDULJABAR HUSSEIN on August 31, 2021, claiming that Oromia Feeds LLC had been providing at least 5,000 breakfasts and at least 5,000 lunches to children every day for Shamsia Hopes beginning on January 1, 2021, through April 30, 2021. The invoices claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC had billed Shamsia Hopes approximately \$1,745,165 for meals supposedly provided from January through April 2021.

46. On or about September 1, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line “Fw: Invoice for November.” Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on August 31, 2021, claiming that Oromia Feeds LLC had been providing at least 3,000 breakfasts and at least 3,000 lunches to children every day for Shamsia Hopes in November 2020 beginning on November 1, 2020—more than one month before ABDULJABAR HUSSEIN created Oromia Feeds LLC. The invoice claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC had billed Shamsia Hopes approximately \$483,399 for meals supposedly provided in November 2020.

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47. On or about September 1, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line “Fw: Invoice for October.” Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on August 31, 2021, claiming that Oromia Feeds LLC had been providing at least 3,600 breakfasts and at least 3,600 lunches to children every day for Shamsia Hopes beginning on October 26, 2020, through October 31, 2020—approximately six weeks before ABDULJABAR HUSSEIN created Oromia Feeds LLC. The invoice claimed that Shamsia Hopes was entitled to reimbursement from the Federal Child Nutrition Program because Oromia Feeds LLC had billed Shamsia Hopes approximately \$113,562 for meals supposedly provided in October 2020.

48. On or about September 2, 2021, ABDULJABAR HUSSEIN deposited a check from Feeding Our Future in the amount of \$57,195 into an Oromia Feeds LLC account at Bank of America.

49. On or about September 3, 2021, MEKFIRA HUSSEIN submitted to Feeding Our Future a meal count form claiming that a Shamsia Hopes site served 4,000 breakfasts and 4,000 lunches to children every day in August 2021. MEKFIRA HUSSEIN's submission to Feeding Our Future also included an Oromia Feeds LLC invoice to Shamsia Hopes for approximately \$589,500 for meals supposedly provided in August 2021 as part of the Federal Child Nutrition Program.

50. On or about September 7, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$227,966 into a Shamsia Hopes account at Bank of America.

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51. On or about September 7, 2021, ABDULJABAR HUSSEIN deposited a check from Feeding Our Future in the amount of \$324,105 into an Oromia Feeds LLC account at Bank of America.

52. On or about September 13, 2021, ABDULJABAR HUSSEIN deposited a check from Feeding Our Future in the amount of \$467,400 into an Oromia Feeds LLC account at Bank of America.

53. On or about October 11, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: September Cook food Invoice." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on or about October 5, 2021, claiming that Oromia Feeds LLC had been providing at least 4,000 breakfasts and at least 4,000 lunches to children every day for Shamsia Hopes beginning on September 1, 2021, through September 6, 2021. The invoice was addressed to Feeding Our Future and claimed that Oromia Feeds LLC was entitled to reimbursement from the Federal Child Nutrition Program for approximately \$157,200 for meals supposedly provided in September 2021.

54. On or about October 14, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$153,477 into a Shamsia Hopes account at Bank of America.

55. On or about October 14, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: September Dry Invoice." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on or about October 14, 2021, claiming that Oromia Feeds LLC had been providing 4,177 afternoon snacks and 4,177 suppers to children every day for Shamsia Hopes beginning on September

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8, 2021, through September 30, 2021. The invoice was addressed to Feeding Our Future and claimed that Oromia Feeds LLC was entitled to reimbursement from the Federal Child Nutrition Program for approximately \$348,689 for meals supposedly provided in September 2021.

56. On or about October 26, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$427,900 into a Shamsia Hopes account at Bank of America.

57. On or about October 26, 2021, ABDULJABAR HUSSEIN deposited a check from Feeding Our Future in the amount of \$147,600 into an Oromia Feeds LLC account at Bank of America.

58. On or about November 2, 2021, ABDULJABAR HUSSEIN deposited a check from Shamsia Hopes in the amount of \$363,715 into an Oromia Feeds LLC account at Bank of America.

59. On or about November 17, 2021, MEKFIRA HUSSEIN sent an email to Feeding Our Future with the subject line "Fw: October Invoice" and the message "New October invoice." Attached to the email was an invoice forwarded by ABDULJABAR HUSSEIN on or about November 17, 2021, claiming that Oromia Feeds LLC had been providing for Shamsia Hopes 5,590 afternoon snacks and 5,590 suppers to children everyday beginning on October 1, 2021, through October 29, 2021, and 7,150 snacks and 7,150 suppers on October 30 and 31, 2021. The invoice was addressed to Feeding Our Future and claimed that Oromia Feeds LLC was entitled to reimbursement from the Federal Child Nutrition Program for approximately \$753,270 for meals supposedly provided in October 2021.

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60. On or about November 24, 2021, MEKFIRA HUSSEIN deposited a check from Feeding Our Future in the amount of \$575,995 into a Shamsia Hopes account at Bank of America.

61. On or about December 29, 2021, ABDULJABAR HUSSEIN deposited a check from Shamsia Hopes in the amount of \$654,203 into an Oromia Feeds LLC account at Bank of America.

62. In all, Shamsia Hopes received approximately \$7.8 million in Federal Child Nutrition Program funds, a substantial portion of which MEKFIRA HUSSEIN transferred to ABDULJABAR HUSSEIN's Oromia Feeds LLC and together they spent for their own personal benefit. For example, on or about March 4, 2021, ABDULJABAR HUSSEIN submitted a wire transfer in the amount of \$173,438.20 from Oromia Feeds LLC to Pennymac Loan Services to pay off the mortgage for 6142 Oxford Road N, Shakopee, Minnesota.

63. On or about April 30, 2021, MEKFIRA HUSSEIN wrote a \$93,250 check from Shamsia Hopes to Porsche Minneapolis for the purchase of a 2021 Porsche Cayenne vehicle.

64. On or about December 29, 2021, ABDULJABAR HUSSEIN wrote a \$61,722 check from Oromia Feeds LLC to Luther Brookdale Chevrolet for the purchase of a 2022 GMC Sierra vehicle.

All in violation of Title 18, United States Code, Section 371.

Counts 2-8
(Wire Fraud)

65. Paragraphs 1 through 64 are incorporated herein.

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66. From at least in or about October 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

67. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	July 6, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: Invoice 01 from 06/16/2021-06/30/2021" that passed through servers located outside the State of Minnesota
3	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	August 3, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: INVOICE for Feeding Our Future" that passed through servers located outside the State of Minnesota

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4	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	August 31, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: Invoice for December" that passed through servers located outside the State of Minnesota
5	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	August 31, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: Invoices" that passed through servers located outside the State of Minnesota
6	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	September 1, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: Invoice for November" that passed through servers located outside the State of Minnesota
7	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	September 1, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: Invoice for October" that passed through servers located outside the State of Minnesota
8	MEKFIRA HUSSEIN ABDULJABAR HUSSEIN	October 11, 2021	An email from MEKFIRA HUSSEIN to Feeding Our Future with the subject line "Fw: September Cook food Invoice" that passed through servers located outside the State of Minnesota

All in violation of Title 18, United States Code, Section 1343.

Count 9

(Conspiracy To Commit Federal Programs Bribery)

68. Paragraphs 1 through 64 are incorporated herein.

69. From in or about December 2020 to in or about May 2021, in the State and District of Minnesota, the defendants,

MEKFIRA HUSSEIN, and
ABDULJABAR HUSSEIN,

conspired with Abdikerm Eidleh and others known and unknown to the Grand Jury to commit federal programs bribery, that is, corruptly to agree to give anything of value to any person, with intent to influence and reward an agent of an organization, to wit, Abdikerm Eidleh, in connection with any business, transaction and series of transactions with Feeding Our Future involving anything of value of \$5,000 or more, that is, in exchange for sponsoring their fraudulent participation in the Federal Child Nutrition Program, where Feeding Our Future received benefits in excess of \$10,000 under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, in violation of Title 18, United States Code, Section 666(a)(2).

Purpose and Object of the Conspiracy

70. The object and purpose of the conspiracy was for individuals and entities participating in the fraudulent scheme to obtain Federal Child Nutrition Program funds to pay bribes and kickbacks to a Feeding Our Future employee in exchange for Feeding Our Future's sponsorship of their fraudulent participation in the Federal Child Nutrition Program.

Manner and Means of the Conspiracy

71. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. A Feeding Our Future employee, Abdikerm Eidleh, solicited and accepted bribes and kickbacks from MEKFIRA HUSSEIN and ABDULJABAR

HUSSEIN in exchange for sponsoring their companies' fraudulent participation in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

b. Abdikerm Eidleh created fake companies—Bridge Consulting and Logistics LLC and Bridge Logistics LLC—for use in accepting and hiding the bribe and kickback payments.

c. MEKFIRA HUSSEIN and ABDULJABAR HUSSEIN paid bribes and kickbacks to Abdikerm Eidleh in exchange for his role in sponsoring and facilitating MEKFIRA HUSSEIN and ABDULJABAR HUSSEIN's fraudulent participation in the Federal Child Nutrition Program. MEKFIRA HUSSEIN and ABDULJABAR HUSSEIN disguised the bribe and kickback payments as consulting payments or other legitimate payments to Abdikerm Eidleh's fake companies. In reality, the payments were bribes and kickbacks.

Acts in Furtherance of the Conspiracy

72. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. On or about November 24, 2020, Abdikerm Eidleh registered Bridge Consulting and Logistics LLC with the Minnesota Secretary of State;

b. On or about December 2, 2020, MEKFIRA HUSSEIN wrote a check for \$2,500 from Shamsia Hopes to Bridge Consulting and Logistics LLC for "consulting fees";

c. On or about December 4, 2020, Abdikerm Eidleh registered Bridge Logistics LLC with the Minnesota Secretary of State;

d. On or about January 8, 2021, MEKFIRA HUSSEIN wrote a check for \$18,000 from Shamsia Hopes to Bridge Logistics LLC for “supplies”;

e. On or about January 18, 2021, MEKFIRA HUSSEIN wrote a check for \$30,000 from Shamsia Hopes to Bridge Logistics LLC;

f. On or about February 22, 2021, ABDULJABAR HUSSEIN wrote a check for \$30,080 from Oromia Feeds LLC to Bridge Logistics LLC for “consulting”;

g. On or about March 15, 2021, ABDULJABAR HUSSEIN wrote a check for \$30,000 from Oromia Feeds LLC to Bridge Logistics LLC; and

h. On or about May 8, 2021, MEKFIRA HUSSEIN wrote a check for \$30,000 from Shamsia Hopes LLC to Bridge Consulting and Logistics LLC for “consultant.”

All in violation of Title 18, United States Code, Section 371.

Counts 10-15
(Federal Programs Bribery)

73. Paragraphs 1 through 64 and 69 through 72 are incorporated herein.

74. On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, in connection with any business, transaction and series of transactions of each organization involving anything of value of \$5,000 or more, where such organization received benefits in excess of \$10,000 annual under federal programs involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Defendant(s)	Date (on or about)	Payment
10	MEKFIRA HUSSEIN	December 2, 2020	A check for \$2,500 from Shamsia Hopes to Bridge Consulting and Logistics LLC
11	MEKFIRA HUSSEIN	January 8, 2021	A check for \$18,000 from Shamsia Hopes to Bridge Logistics LLC
12	MEKFIRA HUSSEIN	January 18, 2021	A check for \$30,000 from Shamsia Hopes to Bridge Logistics LLC
13	ABDULJABAR HUSSEIN ✓	February 22, 2021	A check for \$30,080 from Oromia Feeds LLC to Bridge Logistics LLC
14	ABDULJABAR HUSSEIN ✓	March 15, 2021	A check for \$30,000 from Oromia Feeds LLC to Bridge Logistics LLC
15	MEKFIRA HUSSEIN	May 8, 2021	A check for \$30,000 from Shamsia Hopes to Bridge Consulting and Logistics LLC

All in violation of Title 18, United States Code, Section 666.

Counts 16-19
(Money Laundering)

75. Paragraphs 1 through 64 and 66 through 67 are incorporated herein.

76. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
16	ABDULJABAR HUSSEIN	March 4, 2021	A \$173,438.20 wire transfer from Oromia Feeds LLC to Pennymac Loan Services to pay off the mortgage for 6142 Oxford Road N, Shakopee, Minnesota
17	MEKFIRA HUSSEIN	April 30, 2021	A \$93,250 check from Shamsia Hopes to a car dealership for the purchase of a 2021 Porsche Cayenne vehicle
18	ABDULJABAR HUSSEIN	November 19, 2021	A \$10,103.55 check from Oromia Feeds LLC to TD Auto Finance toward the purchase of a 2021 Tesla Model 3 vehicle
19	ABDULJABAR HUSSEIN	January 13, 2022	A \$10,113.67 check from Oromia Feeds LLC to TD Auto Finance toward the purchase of a 2021 Tesla Model 3 vehicle
20	ABDULJABAR HUSSEIN	December 29, 2021	A \$61,722.68 check from an Oromia Feeds LLC account to Luther Brookdale Chevrolet toward the purchase of a GMC Sierra

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

77. Counts 1 through 20 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

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78. If convicted of any of Counts 1-15 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-15 of the Indictment.

79. If convicted of any of Counts 16-20 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1957 and any property traceable to such property.

80. The property subject to forfeiture includes, but is not limited, to real property located at 6142 Oxford Road N, Shakopee, Minnesota.

81. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON

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CR 22-293 JNE/DTS

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 1343

v.

18 U.S.C. § 1956(h)

MOHAMED MUSE NOOR,
also known as "Deeq Darajo,"

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

A. Background on the Federal Child Nutrition Program

1. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the "Federal Child Nutrition Program").

2. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

3. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve



Exhibit 15

healthy meals and snacks to children and adults at participating child care centers, day care homes, and after-school programs.

4. The Federal Child Nutrition Program operates throughout the United States. The USDA's Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

5. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

6. Meals funded by the Federal Child Nutrition Program are served by "sites." Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

7. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

8. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-based programs or

activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. The USDA also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

9. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

10. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

11. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to approximately \$200 million in 2021.

12. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition

Program sites despite knowing that the sites intended to and did submit fraudulent claims.

13. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulently participating in the program.

14. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as "consulting fees" paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and make them look legitimate.

15. Abdikerm Eidleh was a Feeding Our Future employee who solicited and received bribes and kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Eidleh created and used several entities to receive and conceal bribe and kickback payments,

including Bridge Consulting and Logistics LLC, Hope Suppliers LLC, and Bridge Logistics LLC.

C. The Defendant and His Role

16. Defendant MOHAMED MUSE NOOR was the president and owner of Xogmaal Media Group, a Minneapolis-based non-profit company that ran an online news outlet focused on the Somali community in Minnesota. Xogmaal Media Group was enrolled as a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future.

Count 1
(Conspiracy To Commit Wire Fraud)

17. From in or about November 2020 through in or about 2022, the defendant,

MOHAMED MUSE NOOR,
also known as "Deeq Darajo,"

conspired with Abdikerm Eidleh, and others known and unknown to the grand jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted and caused to be transmitted writings, signs, signals, pictures, and sounds by means of wire, radio and television communication in interstate and foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

18. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain Federal Child Nutrition Program funds by submitting fraudulent

claims that the defendant and his company were serving meals to hundreds or thousands of children a day.

Manner and Means of the Conspiracy

19. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. MOHAMED MUSE NOOR enrolled Xogmaal Media Group in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. NOOR claimed that the site would be located in Minneapolis.

b. NOOR claimed—falsely—that Xogmaal Media Group was serving meals to as many as 1,500 children every day, seven days a week. NOOR submitted, or caused to be submitted, fake meal counts that he signed as the site supervisor. NOOR also submitted fake invoices purporting to document the purchase of food to be served at the Xogmaal Media Group site.

c. NOOR claimed—falsely—to have served approximately 580,000 meals to children at the Xogmaal Media Group site between in or about February and June 2021. Based on these fraudulent claims, NOOR and his co-conspirators claimed that Xogmaal Media Group was entitled to more than \$1.3 million in Federal Child Nutrition Program funds. Ultimately, Xogmaal Media Group received nearly \$500,000 in Federal Child Nutrition Program funds between June and August 2021.

d. NOOR paid nearly 80 percent of these funds over to entities controlled by Abdikerm Eidleh. The memo lines of the checks written to Eidleh's companies falsely indicated that the payments were for "supplies" and to repay loans.

In reality, the money was transferred to Eidleh's companies in order to misappropriate and launder the proceeds of the fraud scheme.

Acts in Furtherance of the Conspiracy

20. In furtherance of the conspiracy and to effect its unlawful objectives, the defendant and his co-conspirators committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

21. On or about November 25, 2020, NOOR registered Xogmaal Media Group with the Minnesota Secretary of State.

22. On or about November 29, 2020, NOOR opened a bank account in the name of Xogmaal Media Group at JPMorgan Chase Bank. NOOR was the lone signatory on the account.

23. On or about December 29, 2020, NOOR and Aimee Bock submitted an application to enroll Xogmaal Media Group as a site in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

24. On or about February 14, 2021, NOOR submitted or caused to be submitted to Feeding Our Future a meal count form claiming that the Xogmaal Media Group site served supper and a snack to 1,000 children a day, every day, from February 8 through 14, 2021.

25. In or about May 2021, NOOR submitted or caused to be submitted to Feeding Our Future meal count forms claiming that the Xogmaal Media Group site served supper and a snack to 1,500 children a day, seven days a week, in May 2021.

26. On or about June 11, 2021, NOOR submitted or caused to be submitted to Feeding Our Future a meal count form claiming that the Xogmaal Media Group site served meals to 1,500 children a day during the week of June 6, 2021.

27. On or about July 9, 2021, NOOR deposited a \$330,770 check from Feeding Our Future into the Xogmaal Media Group bank account.

28. On or about July 20, 2021, NOOR wrote a check for \$183,000 from Xogmaal Media Group to Bridge Consulting and Logistics LLC, a shell company created and used by Eidleh to receive and launder kickbacks and fraudulently obtained Federal Child Nutrition Program funds. The memo line indicated—falsely—that the payment was for “April, May, June Supplies + Loan.”

29. That same day—July 20, 2021—NOOR wrote a check for \$79,558 from Xogmaal Media Group to Hope Suppliers LLC, another entity created and used by Eidleh to receive and conceal his share of the fraud proceeds. The memo line on the check falsely indicated that the payment was for “April + May Supplies + Delivery.”

30. On or about July 20, 2021, NOOR wrote a check for \$39,869 from Xogmaal Media Group to Eidleh Inc., another entity created and used by Eidleh to receive and launder fraud proceeds.

All in violation of Title 18, United States Code, Section 371.

Counts 2-4
(Wire Fraud)

31. Paragraphs 1 through 30 are incorporated herein.

32. From at least in or about November 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendant MOHAMED MUSE NOOR, and others known and unknown to the grand jury, did knowingly devise and

participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

33. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendant MOHAMED MUSE NOOR, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Date (on or about)	Wire Details
2	December 30, 2020	An email from Aimee Bock to MDE with the subject line "Site ID Request – Xogmaal Media Group" that passed through servers located outside the state of Minnesota
3	June 17, 2021	An email from MOHAMED MUSE NOOR to Feeding Our Future with the subject line "Xogmaal Media Group Food Claim" that passed through servers located outside the state of Minnesota
4	July 14, 2021	A wire transfer processing the deposit of a \$330,770 check from Feeding Our Future into an account held by Xogmaal Media Group at JPMorgan Chase Bank

All in violation of Title 18, United States Code, Section 1343.

Counts 5

(Conspiracy to Commit Money Laundering)

34. Paragraphs 1 through 32 are incorporated herein.

35. From at least in or about December 2020 through in or about 2022, in the State and District of Minnesota, the defendant,

MOHAMED MUSE NOOR,
also known as "Deeq Darajo,"

conspired with Abdikerm Eidleh, and others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, checks, knowing

that the property involved in such transactions represented the proceeds of unlawful activity and which, in fact, involved the proceeds of specified unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

36. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

37. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. Abdikerm Eidleh created several limited liability companies for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

b. After receiving Federal Child Nutrition Program funds from Feeding Our Future, defendant MOHAMED MUSE NOOR wrote checks to Eidleh's entities. In order to make the payments appear legitimate, NOOR indicated falsely on the memo line of the checks that the money was for the purchase of "supplies" or for a loan. In reality, these payments represented the proceeds of the fraud scheme.

c. After laundering the proceeds of their scheme through their respective shell companies, the defendants repeatedly used their shell companies to

purchase real estate, cars, and other items for the personal benefit of themselves and others.

All in violation of Title 18, United States Code, Section 1956(h).

FORFEITURE ALLEGATIONS

38. Counts 1 through 5 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

39. If convicted of any of Counts 1-4 of this Indictment, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-5 of the Indictment.

40. If convicted of any of Count 5 of this Indictment, the defendant shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1956 and any property traceable to such property.

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41. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON

MINNESOTA
JUDICIAL
BRANCH

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-238 (NEB)

UNITED STATES OF AMERICA,

Plaintiff,

**PLEA AGREEMENT AND
SENTENCING STIPULATIONS**

v.

HADITH YUSUF AHMED,

Defendant.

The United States of America and defendant HADITH YUSUF AHMED (hereinafter referred to as the “defendant”) agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the United States Attorney’s Office for the District of Minnesota (hereinafter the “United States” or the “Government”). This agreement does not bind any other United States Attorney’s Office or any other federal or state agency.

1. **Charges.** The defendant agrees to plead guilty to Count One of the Information, which charges the defendant with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371. The defendant fully understands the nature and elements of the crimes with which he has been charged.

2. **Factual Basis.** The defendant is pleading guilty because he is in fact guilty of Count One of the Information. In pleading guilty, the defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to the United States Sentencing Guidelines:



From at least in or about October 2020 through January 2022, defendant Hadith Yusuf Ahmed knowingly and willfully conspired with others to participate in a fraudulent scheme to obtain and misappropriate millions of dollars in federal child nutrition program funds that were intended as reimbursements for the cost of serving meals to underprivileged children.

Ahmed was an employee of Feeding Our Future. In that role, he was responsible for monitoring and supporting federal child nutrition program sites that were sponsored by Feeding Our Future. Feeding Our Future operated a pay-to-play system that required sites under its sponsorship to kickback a portion of the federal funds received to Feeding Our Future employees. In exchange, Feeding Our Future sponsored sites and submitted their fraudulent claims for federal reimbursement to the Minnesota Department of Education.

Ahmed solicited and accepted kickback payments from a number of sites under the sponsorship of Feeding Our Future. Ahmed created and used a shell company, Mizal Consulting LLC, to receive and conceal the kickback payments. Many of the kickbacks to Ahmed were disguised as “consulting fees” to the defendant’s shell company in order to conceal the true nature of the kickback payments and make them appear legitimate. In all, Ahmed solicited and received more than \$1 million in bribe and kickback payments from individuals and companies involved in the scheme under the sponsorship of Feeding Our Future.

In addition to soliciting and accepting kickbacks, Ahmed also created a fraudulent federal child nutrition program site. In or about October 2020, Ahmed

created a shell company called Southwest Metro Youth. Ahmed immediately enrolled Southwest Metro Youth in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Ahmed claimed that the company was going to be running a site in Eden Prairie, Minnesota.

After enrolling in the Federal Child Nutrition Program, Ahmed and his co-conspirators began submitting fraudulent invoices for reimbursement in which they claimed to be serving meals to 2,000 children a day at Southwest Metro Youth. In support of these fraudulent claims, Ahmed and his co-conspirators prepared and submitted fake paperwork, including fake meal counts and fake invoices purporting to document the purchase of food from a vendor. In reality, these documents were fake and used to cover up the fraud.

In all, Ahmed's company Southwest Metro Youth obtained more than \$1.1 million in Federal Child Nutrition Program funds as part of the fraudulent scheme.

3. **Waiver of Indictment.** The defendant waives the right to be charged by Indictment. The defendant agrees to sign a written waiver of this right at the change of plea hearing.

4. **Waiver of Pretrial Motions.** The defendant understands and agrees that the defendant has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file any pre-trial motions in this case.

5. **Waiver of Constitutional Trial Rights.** The defendant understands that he has the right to go to trial. At trial, the defendant would be presumed innocent, have the right to trial by jury or, with the consent of the United States and of the Court, to trial by the Court, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to subpoena witnesses to testify for the defense, the right to testify and present evidence, and the right to be protected from compelled self-incrimination. The defendant understands that he has the right to an attorney at every stage of these proceedings and, if necessary, one will be appointed to represent her. The defendant understands that he has the right to persist in a plea of not guilty and, if he does so, he would have the right to a public and speedy trial. By pleading guilty, the defendant knowingly, willingly, and voluntarily waives each of these trial rights, except the right to counsel. The defendant understands that a guilty plea is a complete and final admission of guilt and, if the Court accepts the guilty plea, the Court will adjudge the defendant guilty without a trial.

6. **Additional Consequences.** The defendant understands that as a result of his conviction, he could experience additional consequences, such as the loss of the right to carry firearms, the right to vote, and the right to hold public office.

7. **Statutory Penalties.** The defendant understands that Count One of the Information (conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371) is a felony offense that carries the following statutory penalties:

- a. a maximum of 5 years in prison;

- b. a supervised release term of not more than 3 years;
- c. a maximum fine of \$250,000, or twice the gross gain or loss caused by the offense, whichever is greatest;
- d. restitution as agreed to by the parties in this agreement; and
- e. a mandatory special assessment of \$100.

8. **Guidelines Calculations.** The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, *et seq.* Nothing in this plea agreement should be construed to limit the parties from presenting any and all relevant evidence to the Court at sentencing. The parties also acknowledge that the Court will consider the United States Sentencing Guidelines in determining the appropriate sentence and stipulate to the following guidelines calculations. The parties stipulate to the following guidelines calculations:

- a. Base Offense Level. The parties agree that the base offense level is 6. U.S.S.G. § 2B1.1(a)(1).
- b. Specific Offense Characteristics. The parties agree that a 16-level enhancement applies pursuant to Guidelines § 2B1.1(b)(1)(I) because the loss exceed \$1.5 million. The parties further agree that a 2-level enhancement applies under Guidelines § 2B1.1(b)(9)(A) because the offense involved a misrepresentation that the defendant was acting on behalf of a charitable or educational organization. The parties agree that a 2-level enhancement applies under Guidelines § 2B1.1(b)(10)(c) because the offense involved sophisticated means. The parties agree that no other specific offense adjustments apply.
- c. Chapter 3 Adjustments. The parties agree that no Chapter 3 adjustments apply.
- d. Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 2-level reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). As the defendant has timely notified the government of his intention to enter a plea of guilty, the government agrees to recommend

that the defendant receive an additional 1-level reduction pursuant to U.S.S.G. § 3E1.1(b). Whether these reductions will be imposed shall be determined by the Court in its discretion. However, the defendant understands and agrees that the government's recommendations are conditioned upon the following: (1) the defendant testifies truthfully during the change of plea and sentencing hearings; (2) the defendant provides full, complete and truthful information to the United States Probation Office in the pre-sentence investigation; and (3) the defendant engages in no conduct inconsistent with acceptance of responsibility before the time of sentencing, including frivolously denying facts in the Presentence Report. Nothing in this agreement limits the right of the government, pursuant to U.S.S.G. § 3E1.1 and/or § 3C1.1 to seek denial of a reduction for acceptance of responsibility or an enhancement for obstruction of justice should the defendant engage in any conduct inconsistent with acceptance of responsibility, including moving to withdraw his guilty plea after it is entered.

- e. Criminal History Category. The parties believe that, at the time of sentencing, the defendant will fall into Criminal History Category I. U.S.S.G. § 4A1.1. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. The defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing. The defendant understands that if the presentence investigation reveals any prior adult or juvenile sentence which should be included within his criminal history under the U.S. Sentencing Guidelines, the defendant will be sentenced based on his true criminal history category, and he will not be permitted to withdraw from this Plea Agreement. U.S.S.G. § 4A1.1.
- f. Guidelines Range. If the adjusted offense level is 23, and the criminal history category is I, the Sentencing Guidelines range is 46 to 57 months of imprisonment.
- g. Fine Range. If the adjusted offense level is 23, the Sentencing Guidelines fine range is \$20,000 to \$200,000. U.S.S.G. § 5E1.2(c)(3).

9. **Revocation of Supervised Release**. The defendant understands that if he were to violate any condition of supervised release, the defendant could be

sentenced to an additional term of imprisonment up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

10. **Discretion of the Court.** The foregoing stipulations are binding on the parties, but do not bind the Probation Office or the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court will make its own determination regarding the applicable Guidelines factors and the applicable criminal history category. The Court may also depart from the applicable Guidelines range. If the Court or the Probation Office determines that the applicable guideline calculations or the defendant's criminal history category is different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

11. **Agreements as to Sentencing Recommendation.** The parties are free to recommend whatever sentence they deem appropriate. If the Court does not accept the sentencing recommendation of the parties, the defendant will have no right to withdraw his guilty plea.

12. **Special Assessment.** The Guidelines require payment of a special assessment in the amount of \$100 for each felony count of which the defendant is convicted, pursuant to Guideline § 5E1.3. The defendant agrees to pay the special assessment prior to sentencing.

13. **Restitution Agreement.** The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, applies and that the Court is required to order the defendant to make restitution to the victims of his crimes. The defendant understands and agrees the Court may order the defendant to make restitution to any victim of the scheme regardless of whether the victim was named in the Indictment. The defendant agrees that he owes restitution in the amount of \$1,380,043.

14. **Disclosure of Assets.** The defendant will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which the defendant has any right, title, or interest, or over which the defendant exercises control, directly or indirectly, including those assets held by a spouse, nominee or other third party, or any business owned or controlled by the defendant. The defendant agrees to assist the United States in identifying, locating, returning, and transferring assets for use in payment of restitution fines, and forfeiture ordered by the Court. The defendant agrees to complete a financial statement, agrees to execute any releases that may be necessary for the United States to obtain information concerning the defendant's assets, and expressly authorizes the United States to obtain a credit report on the defendant to evaluate his ability to satisfy financial obligations imposed by the Court. If requested by the United States, the defendant agrees to submit to one or more asset interviews or depositions under oath.

15. **Forfeiture.** The defendant agrees to forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real or

personal, which constitutes or is derived from proceeds traceable to Count One of the Information, including but not limited to:

- a. \$318,042.11 seized from Wells Fargo account number 3962979872;
- b. \$165,017.21 seized from Wells Fargo account No. 3460138872;
- c. \$20,085.91 seized from Wells Fargo account number 3187389683; and
- d. \$815.89 seized from Wells Fargo account No. 3962979872.

The defendant agrees that this property is forfeitable because it constitutes or is derived from proceeds of the wire fraud conspiracy charged in Count One of the Information.

In addition, the defendant consents to the entry of a money judgment forfeiture in the amount of \$1,380,043, which represents the amount of proceeds he obtained from the wire fraud scheme alleged in Count One of the Information. The defendant will be given credit against the forfeiture judgment for the net value of all assets forfeited from him in connection with this case, including the sums described above.

The defendant agrees that the United States may, at its option, forfeit such property through civil, criminal or administrative proceedings, waives any deadline or statute of limitations for the initiation of any such proceedings, and abandons any interest he may have in the property. The defendant waives all statutory and constitutional defenses to the forfeiture and waives any right to contest or challenge (including direct appeal, habeas corpus, or any other means) such forfeiture on any grounds.

16. **Waivers of Appeal and Collateral Attack.** The defendant hereby waives the right to appeal any non-jurisdictional issues. This appeal waiver includes, but is not limited to, the defendant's waiver of the right to appeal guilt or innocence, sentence and restitution, and the constitutionality of the statutes to which the defendant is pleading guilty. The parties agree, however, that excluded from this waiver is an appeal by defendant of the substantive reasonableness of a term of imprisonment above 57 months of imprisonment, and an appeal by the government of the substantive reasonableness of a term of imprisonment below 46 months of imprisonment. The defendant also waives the right to petition under 28 U.S.C. § 2255 except based upon a claim of ineffective assistance of counsel.

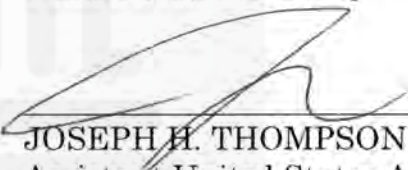
The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

17. **FOIA Requests.** The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. §§ 552 and 552A.


18. **Complete Agreement.** The defendant acknowledges that he has read this plea agreement and has carefully reviewed each provision with his attorney. The defendant further acknowledges that he understands and voluntarily accepts every term and condition of this plea agreement. This plea agreement, along with any agreement signed by the parties before entry of the plea, is the entire agreement and understanding between the United States and the defendant.

ANDREW M. LUGER
United States Attorney

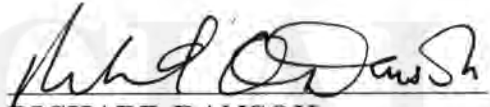
Date: 10-13-2022

BY: 
JOSEPH H. THOMPSON
Assistant United States Attorney

Date: 10/13/2022


HADITH YUSUF AHMED
Defendant

Date: 10/13/22


RICHARD DANSOH
Counsel for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-236 (NEB)

UNITED STATES OF AMERICA,

Plaintiff,

PLEA AGREEMENT AND
SENTENCING STIPULATIONS

v.

HANNA MAREKEGN,

Defendant.

The United States of America and defendant HANNA MAREKEGN (hereinafter referred to as the "defendant") agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the United States Attorney's Office for the District of Minnesota (hereinafter the "United States" or the "Government"). This agreement does not bind any other United States Attorney's Office or any other federal or state agency.

1. **Charges.** The defendant agrees to plead guilty to Count One of the Information, which charges the defendant with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371. The defendant fully understands the nature and elements of the crimes with which she has been charged.

2. **Factual Basis.** The defendant is pleading guilty because she is in fact guilty of Count One of the Information. In pleading guilty, the defendant admits the following facts and that those facts establish her guilt beyond a reasonable doubt and constitute relevant conduct pursuant to the United States Sentencing Guidelines:

OCT 13 2022 *[Signature]*

Exhibit 17

From in or about September 2020 through January 2022, the defendant knowingly and willfully conspired with others to participate in a fraudulent scheme to obtain and misappropriate millions of dollars in federal child nutrition program funds.

In September 2020, the defendant enrolled her company, Brava Cafe, in the Federal Child Nutrition Program. She submitted her application under the sponsorship of Feeding Our Future. In it, she claimed that she would be serving meals to up to 4,000 children per day. The meals were to be provided at the defendant's restaurant in Minneapolis. In reality, the defendant had neither the ability to prepare and serve that many meals each day nor that number of children to feed.

After enrolling in the Federal Child Nutrition Program, the defendant began submitting fraudulently inflated invoices for reimbursement in which she claimed to be serving meals to thousands of children a day. In support of these fraudulent claims, the defendant prepared and submitted fake paperwork, including falsely inflated meal counts. In total, the company claimed to have served over 2 million meals to children between September 2020 and fall 2021.

The defendant also participated in the Federal Child Nutrition Program as a vendor. In this role, she provided meals to be served by another Federal Child Nutrition Program site. Again, the defendant and her company received federal funds for providing those meals. The defendant submitted fraudulent claims that sought reimbursement for far more meals and food than her company actually prepared.

The defendant paid kickbacks to a Feeding Our Future employee in exchange for Feeding Our Future's sponsorship of her company in the Federal Child Nutrition Program. In all, the defendant paid more than \$150,000 in kickbacks to the Feeding Our Future employee. Eventually, defendant refused to pay further kickbacks, after which time Feeding Our Future terminated defendant's contract and stopped submitting defendant's claims for payment.

In all, the defendant and her company obtained approximately \$7.1 million in Federal Child Nutrition Program funds as part of the fraudulent scheme.

3. **Waiver of Indictment.** The defendant waives the right to be charged by Indictment. The defendant agrees to sign a written waiver of this right at the change of plea hearing.

4. **Waiver of Pretrial Motions.** The defendant understands and agrees that the defendant has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file any pre-trial motions in this case.

5. **Waiver of Constitutional Trial Rights.** The defendant understands that she has the right to go to trial. At trial, the defendant would be presumed innocent, have the right to trial by jury or, with the consent of the United States and of the Court, to trial by the Court, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to subpoena witnesses to testify for the defense, the right to testify and present evidence, and the right to be

protected from compelled self-incrimination. The defendant understands that she has the right to an attorney at every stage of these proceedings and, if necessary, one will be appointed to represent her. The defendant understands that she has the right to persist in a plea of not guilty and, if she does so, she would have the right to a public and speedy trial. By pleading guilty, the defendant knowingly, willingly, and voluntarily waives each of these trial rights, except the right to counsel. The defendant understands that a guilty plea is a complete and final admission of guilt and, if the Court accepts the guilty plea, the Court will adjudge the defendant guilty without a trial.

6. **Additional Consequences.** The defendant understands that as a result of her conviction, she could experience additional consequences, such as the loss of the right to carry firearms, the right to vote, and the right to hold public office.

7. **Statutory Penalties.** The defendant understands that Count One of the Information (conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371) is a felony offense that carries the following statutory penalties:

- a. a maximum of 5 years in prison;
- b. a supervised release term of not more than 3 years;
- c. a maximum fine of \$250,000, or twice the gross gain or loss caused by the offense, whichever is greatest;
- d. restitution as agreed to by the parties in this agreement; and
- e. a mandatory special assessment of \$100.

8. **Guidelines Calculations.** The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, *et seq.* Nothing in this plea

agreement should be construed to limit the parties from presenting any and all relevant evidence to the Court at sentencing. The parties also acknowledge that the Court will consider the United States Sentencing Guidelines in determining the appropriate sentence and stipulate to the following guidelines calculations. The parties stipulate to the following guidelines calculations:

- a. Base Offense Level. The parties agree that the base offense level is 6. U.S.S.G. § 2B1.1(a)(1).
- b. Specific Offense Characteristics. The parties agree that an 18-level enhancement applies pursuant to Guidelines § 2B1.1(b)(1)(J) because the loss exceeded \$3.5 million. The parties agree that no other specific offense adjustments apply.
- c. Chapter 3 Adjustments. The parties agree that no Chapter 3 adjustments apply.
- d. Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 2-level reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). As the defendant has timely notified the government of her intention to enter a plea of guilty, the government agrees to recommend that the defendant receive an additional 1-level reduction pursuant to U.S.S.G. § 3E1.1(b). Whether these reductions will be imposed shall be determined by the Court in its discretion. However, the defendant understands and agrees that the government's recommendations are conditioned upon the following: (1) the defendant testifies truthfully during the change of plea and sentencing hearings; (2) the defendant provides full, complete and truthful information to the United States Probation Office in the pre-sentence investigation; and (3) the defendant engages in no conduct inconsistent with acceptance of responsibility before the time of sentencing, including frivolously denying facts in the Presentence Report. Nothing in this agreement limits the right of the government, pursuant to U.S.S.G. § 3E1.1 and/or § 3C1.1 to seek denial of a reduction for acceptance of responsibility or an enhancement for obstruction of justice should the defendant engage in any conduct inconsistent with acceptance of responsibility, including moving to withdraw her guilty plea after it is entered.

- e. Criminal History Category. The parties believe that, at the time of sentencing, the defendant will fall into Criminal History Category I. U.S.S.G. § 4A1.1. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. The defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing. The defendant understands that if the presentence investigation reveals any prior adult or juvenile sentence which should be included within her criminal history under the U.S. Sentencing Guidelines, the defendant will be sentenced based on her true criminal history category, and she will not be permitted to withdraw from this Plea Agreement. U.S.S.G. § 4A1.1.
- f. Guidelines Range. If the adjusted offense level is 21, and the criminal history category is I, the Sentencing Guidelines range is 37 to 46 months of imprisonment.
- g. Fine Range. If the adjusted offense level is 21, the Sentencing Guidelines fine range is \$15,000 to \$150,000. U.S.S.G. § 5E1.2(c)(3).

9. **Revocation of Supervised Release**. The defendant understands that if she were to violate any condition of supervised release, the defendant could be sentenced to an additional term of imprisonment up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

10. **Discretion of the Court**. The foregoing stipulations are binding on the parties, but do not bind the Probation Office or the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court will make its own determination regarding the applicable Guidelines factors and the applicable criminal history category. The Court may also depart from the applicable Guidelines range. If the

Court or the Probation Office determines that the applicable guideline calculations or the defendant's criminal history category is different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

11. **Agreements as to Sentencing Recommendation.** The parties are free to recommend whatever sentence they deem appropriate. If the Court does not accept the sentencing recommendation of the parties, the defendant will have no right to withdraw her guilty plea.

12. **Special Assessment.** The Guidelines require payment of a special assessment in the amount of \$100 for each felony count of which the defendant is convicted, pursuant to Guideline § 5E1.3. The defendant agrees to pay the special assessment prior to sentencing.

13. **Restitution Agreement.** The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, applies and that the Court is required to order the defendant to make restitution to the victims of her crimes. The defendant understands and agrees the Court may order the defendant to make restitution to any victim of the scheme regardless of whether the victim was named in the Information. The defendant agrees that she owes restitution in the amount of \$5,169,405.

14. **Disclosure of Assets.** The defendant will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which the defendant has any right, title, or interest, or over which the defendant

exercises control, directly or indirectly, including those assets held by a spouse, nominee or other third party, or any business owned or controlled by the defendant. The defendant agrees to assist the United States in identifying, locating, returning, and transferring assets for use in payment of restitution fines, and forfeiture ordered by the Court. The defendant agrees to complete a financial statement, agrees to execute any releases that may be necessary for the United States to obtain information concerning the defendant's assets, and expressly authorizes the United States to obtain a credit report on the defendant to evaluate her ability to satisfy financial obligations imposed by the Court. If requested by the United States, the defendant agrees to submit to one or more asset interviews or depositions under oath.

15. **Forfeiture.** The defendant agrees to forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real or personal, which constitutes or is derived from proceeds traceable to Count One of the Information, including but not limited to [REDACTED], Minnesota. The defendant agrees that this property is forfeitable because it constitutes or is derived from proceeds of the wire fraud conspiracy charged in Count One of the Information.

In addition, the defendant consents to the entry of a money judgment forfeiture in the amount of \$5,169,405, which represents the amount of proceeds she obtained from the wire fraud scheme alleged in Count One of the Information. The defendant will be given credit against the forfeiture judgment for the net value of all assets forfeited from her in connection with this case.

The defendant agrees that the United States may, at its option, forfeit such property through civil, criminal or administrative proceedings, waives any deadline or statute of limitations for the initiation of any such proceedings, and abandons any interest she may have in the property. The defendant waives all statutory and constitutional defenses to the forfeiture and waives any right to contest or challenge (including direct appeal, habeas corpus, or any other means) such forfeiture on any grounds.

16. **Waivers of Appeal and Collateral Attack.** The parties hereby waive the right to appeal any non-jurisdictional issues. This appeal waiver includes, but is not limited to, the defendant's waiver of the right to appeal guilt or innocence, sentence and restitution, and the constitutionality of the statutes to which the defendant is pleading guilty. The parties agree, however, that excluded from this waiver is an appeal by defendant of the substantive reasonableness of a term of imprisonment above 46 months of imprisonment, and an appeal by the government of the substantive reasonableness of a term of imprisonment below 37 months of imprisonment. The defendant also waives the right to petition under 28 U.S.C. § 2255 except based upon a claim of ineffective assistance of counsel.

The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

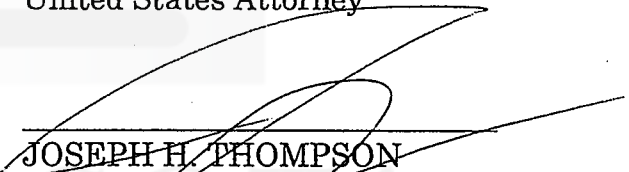
17. **FOIA Requests.** The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case

under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. §§ 552 and 552A.

18. **Complete Agreement.** The defendant acknowledges that she has read this plea agreement and has carefully reviewed each provision with her attorney. The defendant further acknowledges that she understands and voluntarily accepts every term and condition of this plea agreement. This plea agreement, along with any agreement signed by the parties before entry of the plea, is the entire agreement and understanding between the United States and the defendant.

ANDREW M. LUGER
United States Attorney

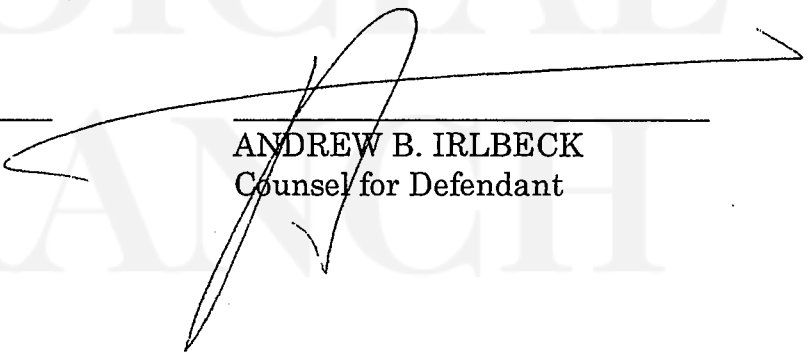
Date: 10-13-2022

BY: 
JOSEPH H. THOMPSON
Assistant United States Attorney

Date: 10/13/2022


HANNA MAREKEGN
Defendant

Date: 10/13/22


ANDREW B. IRLBECK
Counsel for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-237 (NEB)

UNITED STATES OF AMERICA,

Plaintiff,

**PLEA AGREEMENT AND
SENTENCING STIPULATIONS**

v.

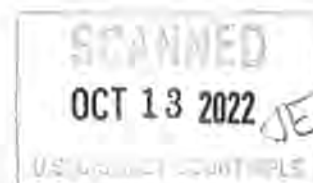
BEKAM ADDISSU MERDASSA,

Defendant.

The United States of America and defendant BEKAM ADDISSU MERDASSA (hereinafter referred to as the “defendant”) agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the United States Attorney’s Office for the District of Minnesota (hereinafter the “United States” or the “Government”). This agreement does not bind any other United States Attorney’s Office or any other federal or state agency.

1. **Charges.** The defendant agrees to plead guilty to Count One of the Information, which charges the defendant with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371. The defendant fully understands the nature and elements of the crimes with which he has been charged.

2. **Factual Basis.** The defendant is pleading guilty because he is in fact guilty of Count One of the Information. In pleading guilty, the defendant admits the following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to the United States Sentencing Guidelines:



From December 2020 through January 2022, Merdassa knowingly and willfully conspired with others to participate in a fraudulent scheme to obtain and misappropriate millions of dollars in federal child nutrition program funds that were intended as reimbursements for the cost of serving meals to underprivileged children.

Merdassa used a non-profit entity that he had previously created called Youth Inventors Lab as a shell company to carry out his scheme. Merdassa and his co-conspirators enrolled Youth Inventors Lab in the Federal Child Nutrition Program as a purported site serving children meals under the sponsorship of Feeding Our Future.

After enrolling in the Federal Child Nutrition Program, Merdassa and his co-conspirators immediately began submitting claims for reimbursement for purportedly serving meals to hundreds or thousands of children a day. In support of these fraudulent claims, Merdassa and his co-conspirators prepared and submitted fake invoices purporting to document the purchase of food from a vendor, S & S Catering. But Youth Inventors Lab never received any meals from S & S Catering to serve at its site. In total, Youth Inventors Lab claimed to have served over 1.3 million meals between December 2020 through June 2021.

Based on the fraudulent claims, Merdassa and Youth Inventors Lab received millions of dollars in Federal Child Nutrition Program funds from its sponsor entity, Feeding Our Future. Merdassa kept approximately 10 percent of the funds Youth Inventors Lab received from Feeding Our Future. Merdassa and his co-conspirators transferred millions of dollars from the Youth Inventors Lab bank account to other

individuals and entities involved in the fraudulent scheme, including to his co-conspirators and companies affiliated with his co-conspirators, as well as to S & S Catering as payment for purportedly providing meals and food.

In total, Merdassa and his co-conspirators fraudulently received \$3,029,786 in reimbursements from Feeding Our Future.

3. **Waiver of Indictment.** The defendant waives the right to be charged by Indictment. The defendant agrees to sign a written waiver of this right at the change of plea hearing.

4. **Waiver of Pretrial Motions.** The defendant understands and agrees that the defendant has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file any pre-trial motions in this case.

5. **Waiver of Constitutional Trial Rights.** The defendant understands that he has the right to go to trial. At trial, the defendant would be presumed innocent, have the right to trial by jury or, with the consent of the United States and of the Court, to trial by the Court, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to subpoena witnesses to testify for the defense, the right to testify and present evidence, and the right to be protected from compelled self-incrimination. The defendant understands that he has the right to an attorney at every stage of these proceedings and, if necessary, one will be appointed to represent her. The defendant understands that he has the right to

persist in a plea of not guilty and, if he does so, he would have the right to a public and speedy trial. By pleading guilty, the defendant knowingly, willingly, and voluntarily waives each of these trial rights, except the right to counsel. The defendant understands that a guilty plea is a complete and final admission of guilt and, if the Court accepts the guilty plea, the Court will adjudge the defendant guilty without a trial.

6. **Additional Consequences.** The defendant understands that as a result of his conviction, he could experience additional consequences, such as the loss of the right to carry firearms, the right to vote, and the right to hold public office.

7. **Statutory Penalties.** The defendant understands that Count One of the Information (conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371) is a felony offense that carries the following statutory penalties:

- a. a maximum of 5 years in prison;
- b. a supervised release term of not more than 3 years;
- c. a maximum fine of \$250,000, or twice the gross gain or loss caused by the offense, whichever is greatest;
- d. restitution as agreed to by the parties in this agreement; and
- e. a mandatory special assessment of \$100.

8. **Guidelines Calculations.** The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, *et seq.* Nothing in this plea agreement should be construed to limit the parties from presenting any and all relevant evidence to the Court at sentencing. The parties also acknowledge that the Court will consider the United States Sentencing Guidelines in determining the

appropriate sentence and stipulate to the following guidelines calculations. The parties stipulate to the following guidelines calculations:

- a. Base Offense Level. The parties agree that the base offense level is 6. U.S.S.G. § 2B1.1(a)(1).
- b. Specific Offense Characteristics. The parties agree that a 16-level enhancement applies pursuant to Guidelines § 2B1.1(b)(1)(I) because the loss exceed \$1.5 million but was less than \$3,500,000. The parties agree that no other specific offense adjustments apply.
- c. Chapter 3 Adjustments. The parties agree that because the defendant was a minor participant in the criminal activity, a 2-level reduction applies pursuant to U.S.S.G. § 3B1.2(b). The parties agree that apart from the above, no other Chapter 3 adjustments apply.
- d. Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 2-level reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). As the defendant has timely notified the government of his intention to enter a plea of guilty, the government agrees to recommend that the defendant receive an additional 1-level reduction pursuant to U.S.S.G. § 3E1.1(b). Whether these reductions will be imposed shall be determined by the Court in its discretion. However, the defendant understands and agrees that the government's recommendations are conditioned upon the following: (1) the defendant testifies truthfully during the change of plea and sentencing hearings; (2) the defendant provides full, complete and truthful information to the United States Probation Office in the pre-sentence investigation; and (3) the defendant engages in no conduct inconsistent with acceptance of responsibility before the time of sentencing, including frivolously denying facts in the Presentence Report. Nothing in this agreement limits the right of the government, pursuant to U.S.S.G. § 3E1.1 and/or § 3C1.1 to seek denial of a reduction for acceptance of responsibility or an enhancement for obstruction of justice should the defendant engage in any conduct inconsistent with acceptance of responsibility, including moving to withdraw his guilty plea after it is entered.
- e. Criminal History Category. The parties believe that, at the time of sentencing, the defendant will fall into Criminal History

Category I. U.S.S.G. § 4A1.1. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. The defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing. The defendant understands that if the presentence investigation reveals any prior adult or juvenile sentence which should be included within his criminal history under the U.S. Sentencing Guidelines, the defendant will be sentenced based on his true criminal history category, and he will not be permitted to withdraw from this Plea Agreement. U.S.S.G. § 4A1.1.

- f. Guidelines Range. If the adjusted offense level is 17, and the criminal history category is I, the Sentencing Guidelines range is 24 to 30 months of imprisonment.
- g. Fine Range. If the adjusted offense level is 17, the Sentencing Guidelines fine range is \$10,000 to \$95,000. U.S.S.G. § 5E1.2(c)(3).

9. **Revocation of Supervised Release.** The defendant understands that if he were to violate any condition of supervised release, the defendant could be sentenced to an additional term of imprisonment up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

10. **Discretion of the Court.** The foregoing stipulations are binding on the parties, but do not bind the Probation Office or the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court will make its own determination regarding the applicable Guidelines factors and the applicable criminal history category. The Court may also depart from the applicable Guidelines range. If the Court or the Probation Office determines that the applicable guideline calculations

or the defendant's criminal history category is different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

11. **Agreements as to Sentencing Recommendation.** The parties are free to recommend whatever sentence they deem appropriate. If the Court does not accept the sentencing recommendation of the parties, the defendant will have no right to withdraw his guilty plea.

12. **Special Assessment.** The Guidelines require payment of a special assessment in the amount of \$100 for each felony count of which the defendant is convicted, pursuant to Guideline § 5E1.3. The defendant agrees to pay the special assessment prior to sentencing.

13. **Restitution Agreement.** The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, applies and that the Court is required to order the defendant to make restitution to the victims of his crimes. The defendant understands and agrees the Court may order the defendant to make restitution to any victim of the scheme regardless of whether the victim was named in the Information. Defendant agrees that he owes restitution in the amount of \$343,086.

14. **Disclosure of Assets.** The defendant will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which the defendant has any right, title, or interest, or over which the defendant exercises control, directly or indirectly, including those assets held by a spouse,

nominee or other third party, or any business owned or controlled by the defendant. The defendant agrees to assist the United States in identifying, locating, returning, and transferring assets for use in payment of restitution fines, and forfeiture ordered by the Court. The defendant agrees to complete a financial statement, agrees to execute any releases that may be necessary for the United States to obtain information concerning the defendant's assets, and expressly authorizes the United States to obtain a credit report on the defendant to evaluate his ability to satisfy financial obligations imposed by the Court. If requested by the United States, the defendant agrees to submit to one or more asset interviews or depositions under oath.

15. **Forfeiture.** Defendant agrees to forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real or personal, which constitutes or is derived from proceeds traceable to Count One of the Information.

Defendant consents to the entry of a money judgment forfeiture in the amount of \$343,086, which represents the amount of proceeds he obtained from the wire fraud scheme alleged in Count One of the Information. Defendant will be given credit against the forfeiture judgment for the net value of all assets forfeited from him in connection with this case.

16. **Waivers of Appeal and Collateral Attack.** The defendant hereby waives the right to appeal any non-jurisdictional issues. This appeal waiver includes, but is not limited to, the defendant's waiver of the right to appeal guilt or innocence, sentence and restitution, and the constitutionality of the statutes to which the

defendant is pleading guilty. The parties agree, however, that excluded from this waiver is an appeal by defendant of the substantive reasonableness of a term of imprisonment above 30 months of imprisonment, and an appeal by the government of the substantive reasonableness of a term of imprisonment below 24 months of imprisonment. The defendant also waives the right to petition under 28 U.S.C. § 2255 except based upon a claim of ineffective assistance of counsel.


The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

17. **FOIA Requests.** The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. §§ 552 and 552A.

18. **Complete Agreement.** The defendant acknowledges that he has read this plea agreement and has carefully reviewed each provision with his attorney. The defendant further acknowledges that he understands and voluntarily accepts every term and condition of this plea agreement. This plea agreement, along with any agreement signed by the parties before entry of the plea, is the entire agreement and understanding between the United States and the defendant.

ANDREW M. LUGER
United States Attorney

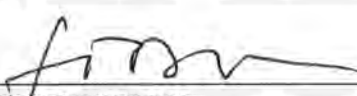
Date: 10/13/22

BY: 
JOSEPH H. THOMPSON
HARRY M. JACOBS
MATTHEW S. EBERT
CHELSEA A. WALCKER
JOSEPH S. TEIRAB
Assistant United States Attorney

Date: 10/13/2022


BEKAM ADDISSU MERDASSA
Defendant

Date: 10/13/2022


JOSEPH DIXON
Counsel for Defendant

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
Criminal No. 22-224 (NEB/TNL)

UNITED STATES OF AMERICA,

Plaintiff,

**PLEA AGREEMENT AND
SENTENCING STIPULATIONS**

v.

ABDUL ABUBAKAR ALI,

Defendant.

The United States of America and defendant ABDUL ABUBAKAR ALI (hereinafter referred to as the "defendant") agree to resolve this case on the terms and conditions that follow. This plea agreement binds only the defendant and the United States Attorney's Office for the District of Minnesota (hereinafter the "United States" or the "Government"). This agreement does not bind any other United States Attorney's Office or any other federal or state agency.

1. **Charges.** The defendant agrees to plead guilty to Count One of the Indictment, which charges the defendant with conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371. The defendant fully understands the nature and elements of the crimes with which he has been charged. At the time of sentencing, the Government agrees to move to dismiss the remaining counts of the Indictment against the defendant.

2. **Factual Basis.** The defendant is pleading guilty because he is in fact guilty of Count One of the Indictment. In pleading guilty, the defendant admits the



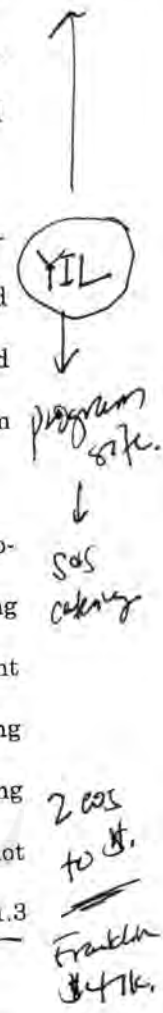
following facts and that those facts establish his guilt beyond a reasonable doubt and constitute relevant conduct pursuant to the United States Sentencing Guidelines:

From December 2020 through January 2022, Ali knowingly and willfully conspired with others to participate in a fraudulent scheme to obtain and misappropriate millions of dollars in Federal Child Nutrition Program funds that were intended as reimbursements for the cost of serving meals to underprivileged children.

Ali used a non-profit entity that had previously been created by a co-conspirator called Youth Inventors Lab as a shell company to carry out the fraud scheme. Ali and his co-conspirators enrolled Youth Inventors Lab in the Federal Child Nutrition Program as a purported site providing meals to underprivileged children under the sponsorship of Feeding Our Future.

After enrolling in the Federal Child Nutrition Program, Ali and his co-conspirators immediately began submitting claims for reimbursement for serving meals to hundreds or thousands of children a day. In support of these fraudulent claims, Ali and his co-conspirators prepared and submitted fake invoices purporting to document the purchase of food from a vendor, S & S Catering. But S & S Catering did not provide Youth Inventors Lab any meals and Youth Inventors Lab did not serve any meals. In total, the Youth Inventors Lab claimed to have served over 1.3 million meals between December 2020 through June 2021.

Based on the fraudulent claims, Ali and Youth Inventors Lab received millions of dollars in Federal Child Nutrition Program funds from its sponsor entity, Feeding



Our Future. Ali submitted fake invoices from his company, Bilterms Solutions, to Youth Inventors Lab. The invoices were for purportedly providing technology services, which Ali and Bilterms Solutions did not actually perform. The purpose of the invoices was to hide the source of the funds Ali was receiving for participating in the fraud. Ali received approximately \$82,000 from Youth Inventors Lab.

Ali also received payments through Bilterms Solutions from co-conspirators made through another company, Franklyn Transportation. Those payments were made to Ali for his participation in the fraud scheme. Ali received \$47,000 from Franklyn Transportation.

Ali and his co-conspirators transferred millions of dollars from the Youth Inventors Lab bank account to other individuals and entities involved in the fraudulent scheme, including to co-conspirators and companies affiliated with co-conspirators, as well as to the vendor S & S Catering as payment for purportedly providing meals and food that Youth Inventors Lab never received.

In total, Ali and his co-conspirators received \$3,029,786 in reimbursements from Feeding Our Future.

3. **Waiver of Pretrial Motions.** The defendant understands and agrees that the defendant has certain rights to file pre-trial motions in this case. As part of this plea agreement, and based upon the concessions of the United States within this plea agreement, the defendant knowingly, willingly, and voluntarily gives up the right to file any pre-trial motions in this case.

4. **Waiver of Constitutional Trial Rights.** The defendant understands that he has the right to go to trial. At trial, the defendant would be presumed innocent, have the right to trial by jury or, with the consent of the United States and of the Court, to trial by the Court, the right to the assistance of counsel, the right to confront and cross-examine adverse witnesses, the right to subpoena witnesses to testify for the defense, the right to testify and present evidence, and the right to be protected from compelled self-incrimination. The defendant understands that he has the right to an attorney at every stage of these proceedings and, if necessary, one will be appointed to represent her. The defendant understands that he has the right to persist in a plea of not guilty and, if he does so, he would have the right to a public and speedy trial. By pleading guilty, the defendant knowingly, willingly, and voluntarily waives each of these trial rights, except the right to counsel. The defendant understands that a guilty plea is a complete and final admission of guilt and, if the Court accepts the guilty plea, the Court will adjudge the defendant guilty without a trial.

5. **Additional Consequences.** The defendant understands that as a result of his conviction, he could experience additional consequences, such as the loss of the right to carry firearms, the right to vote, and the right to hold public office.

6. **Statutory Penalties.** The defendant understands that Count One of the Indictment (conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371) is a felony offense that carries the following statutory penalties:

- a. a maximum of 5 years in prison;

- b. a supervised release term of not more than 3 years;
- c. a maximum fine of \$250,000, or twice the gross gain or loss caused by the offense, whichever is greatest;
- d. restitution as agreed to by the parties in this agreement; and
- e. a mandatory special assessment of \$100.

7. **Guidelines Calculations.** The parties acknowledge that the defendant will be sentenced in accordance with 18 U.S.C. § 3551, *et seq.* Nothing in this plea agreement should be construed to limit the parties from presenting any and all relevant evidence to the Court at sentencing. The parties also acknowledge that the Court will consider the United States Sentencing Guidelines in determining the appropriate sentence and stipulate to the following guidelines calculations. The parties stipulate to the following guidelines calculations:

- a. Base Offense Level. The parties agree that the base offense level is 6. U.S.S.G. § 2B1.1(a)(1).
- b. Specific Offense Characteristics. The parties agree that a 16-level enhancement applies pursuant to Guidelines § 2B1.1(b)(1)(I) because the loss exceed \$1.5 million but was less than \$3,500,000. The parties agree that a 2-level enhancement applies pursuant to U.S.S.G. § 2B1.1(b)(9) because the offense involved a misrepresentation that the defendant was acting on behalf of a charitable organization. The parties agree that no other specific offense adjustments apply.
- c. Chapter 3 Adjustments. The parties agree that because the defendant was a minor participant in the criminal activity, a 2-level reduction applies pursuant to U.S.S.G. § 3B1.2(b). The parties agree that apart from the above, no other Chapter 3 adjustments apply.
- d. Acceptance of Responsibility. The government agrees to recommend that the defendant receive a 2-level reduction for acceptance of responsibility pursuant to U.S.S.G. § 3E1.1(a). As the defendant has timely notified the government of his intention

to enter a plea of guilty, the government agrees to recommend that the defendant receive an additional 1-level reduction pursuant to U.S.S.G. § 3E1.1(b). Whether these reductions will be imposed shall be determined by the Court in its discretion. However, the defendant understands and agrees that the government's recommendations are conditioned upon the following: (1) the defendant testifies truthfully during the change of plea and sentencing hearings; (2) the defendant provides full, complete and truthful information to the United States Probation Office in the pre-sentence investigation; and (3) the defendant engages in no conduct inconsistent with acceptance of responsibility before the time of sentencing, including frivolously denying facts in the Presentence Report. Nothing in this agreement limits the right of the government, pursuant to U.S.S.G. § 3E1.1 and/or § 3C1.1 to seek denial of a reduction for acceptance of responsibility or an enhancement for obstruction of justice should the defendant engage in any conduct inconsistent with acceptance of responsibility, including moving to withdraw his guilty plea after it is entered.

- e. Criminal History Category. The parties believe that, at the time of sentencing, the defendant will fall into Criminal History Category I. U.S.S.G. § 4A1.1. This does not constitute a stipulation, but a belief based on an assessment of the information currently known. The defendant's actual criminal history and related status will be determined by the Court based on the information presented in the Presentence Report and by the parties at the time of sentencing. The defendant understands that if the presentence investigation reveals any prior adult or juvenile sentence which should be included within his criminal history under the U.S. Sentencing Guidelines, the defendant will be sentenced based on his true criminal history category, and he will not be permitted to withdraw from this Plea Agreement. U.S.S.G. § 4A1.1.
- f. Guidelines Range. If the adjusted offense level is 19, and the criminal history category is I, the Sentencing Guidelines range is 30 to 37 months of imprisonment.
- g. Fine Range. If the adjusted offense level is 19, the Sentencing Guidelines fine range is \$10,000 to \$100,000. U.S.S.G. § 5E1.2(c)(3).

8. **Revocation of Supervised Release.** The defendant understands that if he were to violate any condition of supervised release, the defendant could be sentenced to an additional term of imprisonment up to the length of the original supervised release term, subject to the statutory maximums set forth in 18 U.S.C. § 3583.

9. **Discretion of the Court.** The foregoing stipulations are binding on the parties, but do not bind the Probation Office or the Court. The parties understand that the Sentencing Guidelines are advisory and their application is a matter that falls solely within the Court's discretion. The Court will make its own determination regarding the applicable Guidelines factors and the applicable criminal history category. The Court may also depart from the applicable Guidelines range. If the Court or the Probation Office determines that the applicable guideline calculations or the defendant's criminal history category is different from that stated above, the parties may not withdraw from this agreement, and the defendant will be sentenced pursuant to the Court's determinations.

10. **Agreements as to Sentencing Recommendation.** The parties are free to recommend whatever sentence they deem appropriate. If the Court does not accept the sentencing recommendation of the parties, the defendant will have no right to withdraw his guilty plea.

11. **Special Assessment.** The Guidelines require payment of a special assessment in the amount of \$100 for each felony count of which the defendant is

convicted, pursuant to Guideline § 5E1.3. The defendant agrees to pay the special assessment prior to sentencing.

12. **Restitution Agreement.** The defendant understands and agrees that the Mandatory Victim Restitution Act, 18 U.S.C. § 3663A, applies and that the Court is required to order the defendant to make restitution to the victims of his crimes. The defendant understands and agrees the Court may order the defendant to make restitution to any victim of the scheme regardless of whether the victim was named in the Indictment. Defendant agrees that he owes restitution in the amount of \$122,698.

13. **Disclosure of Assets.** The defendant will fully and completely disclose to the United States Attorney's Office the existence and location of any assets in which the defendant has any right, title, or interest, or over which the defendant exercises control, directly or indirectly, including those assets held by a spouse, nominee or other third party, or any business owned or controlled by the defendant. The defendant agrees to assist the United States in identifying, locating, returning, and transferring assets for use in payment of restitution fines, and forfeiture ordered by the Court. The defendant agrees to complete a financial statement, agrees to execute any releases that may be necessary for the United States to obtain information concerning the defendant's assets, and expressly authorizes the United States to obtain a credit report on the defendant to evaluate his ability to satisfy financial obligations imposed by the Court. If requested by the United States, the defendant agrees to submit to one or more asset interviews or depositions under oath.

14. **Forfeiture.** Defendant agrees to forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), all property, real or personal, which constitutes or is derived from proceeds traceable to Count One of the Indictment.

Defendant consents to the entry of a money judgment forfeiture in the amount of \$122,698, which represents the amount of proceeds he obtained from the wire fraud scheme alleged in Count One of the Indictment. Defendant will be given credit against the forfeiture judgment for the net value of all assets forfeited from him in connection with this case.

15. **Waivers of Appeal and Collateral Attack.** The defendant hereby waives the right to appeal any non-jurisdictional issues. This appeal waiver includes, but is not limited to, the defendant's waiver of the right to appeal guilt or innocence, sentence and restitution, and the constitutionality of the statutes to which the defendant is pleading guilty. The parties agree, however, that excluded from this waiver is an appeal by defendant of the substantive reasonableness of a term of imprisonment above 37 months of imprisonment, and an appeal by the government of the substantive reasonableness of a term of imprisonment below 30 months of imprisonment. The defendant also waives the right to petition under 28 U.S.C. § 2255 except based upon a claim of ineffective assistance of counsel.

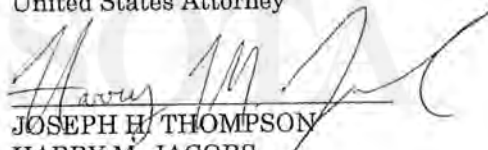
The defendant has discussed these rights with the defendant's attorney. The defendant understands the rights being waived, and the defendant waives these rights knowingly, intelligently, and voluntarily.

16. **FOIA Requests.** The defendant waives all rights to obtain, directly or through others, information about the investigation and prosecution of this case under the Freedom of Information Act and the Privacy Act of 1974, 5 U.S.C. §§ 552 and 552A.

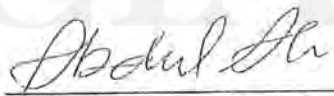
17. **Complete Agreement.** The defendant acknowledges that he has read this plea agreement and has carefully reviewed each provision with his attorney. The defendant further acknowledges that he understands and voluntarily accepts every term and condition of this plea agreement. This plea agreement, along with any agreement signed by the parties before entry of the plea, is the entire agreement and understanding between the United States and the defendant.

ANDREW M. LUGER
United States Attorney

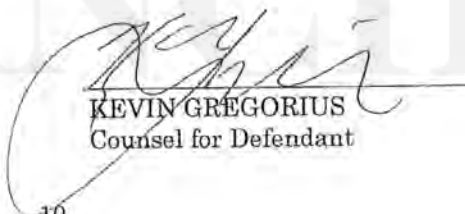
Date: 10/17/22

BY: 
JOSEPH H. THOMPSON
HARRY M. JACOBS
MATTHEW S. EBERT
CHELSEA A. WALCKER
JOSEPH S. TEIRAB
Assistant United States Attorney

Date: 10/17/22


ABDUL ABUBAKAR ALI
Defendant

Date: 10/17/22


KEVIN GREGORIUS
Counsel for Defendant