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 18 U.S.C. § 1343 18 U.S.C. § 1957
v.	
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

SCANNED
OCT 18 2022
U.S. DISTRICT COURT MPLS

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.

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.

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

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

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.

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.

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

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.

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.

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

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).

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