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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 371

v.

18 U.S.C. § 666

18 U.S.C. § 1343

18 U.S.C. § 1956

18 U.S.C. § 1957

1. IKRAM YUSUF MOHAMED,
2. SULEMAN YUSUF MOHAMED,
3. AISHA HASSAN HUSSEIN,
4. SAHRA SHARIF OSMAN,
5. SHAKUR ABDINUR ABDISALAM,
6. FADUMO MOHAMED YUSUF, and
7. GANDI YUSUF MOHAMED,
also known "Gandi Abdi Kediye,"

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



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fraudulently misappropriating millions of dollars in federal child nutrition program funds, which they spent for their own personal benefit.

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.

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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 for difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

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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

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

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees recruited family members and associates to create shell companies and enroll them in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

16. 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

17. Defendant IKRAM YUSUF MOHAMED worked as a consultant for Feeding Our Future. IKRAM YUSUF MOHAMED opened up several food sites under the sponsorship of Feeding Our Future. To conceal her involvement in the sites, she put the sites and entities in the name of family members, including her husband, mother, and siblings. IKRAM YUSUF MOHAMED also solicited and received kickbacks from individuals and companies involved in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future, including members of her family who opened several sites in early 2021.

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18. IKRAM YUSUF MOHAMED registered IM Consultation LLC with the Minnesota Secretary of State on or about March 10, 2021. She used IM Consultation to receive and launder kickback payments and fraud proceeds.

19. Defendant SHAKUR ABDINUR ABDISALAM, IKRAM YUSUF MOHAMED's husband, created a company called Inspiring Youth & Out Reach LLC ("Inspiring Youth"). SHAKUR ABDINUR ABDISALAM enrolled Inspiring Youth in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Inspiring Youth purported to run a food site in Minneapolis. The company received approximately \$1.5 million in Federal Child Nutrition Program funds for food and meals it purportedly provided to children in 2021.

20. Defendant AISHA HASSAN HUSSEIN, IKRAM YUSUF MOHAMED's sister, was the principal of United Youth of MPLS LLC ("United Youth"). AISHA HASSAN HUSSEIN enrolled her company in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. United Youth purported to operate two sites in Minneapolis. In 2021, United Youth received approximately \$2.2 million in Federal Child Nutrition Program funds for food and meals it purportedly provided to children.

21. Defendant FADUMO MOHAMED YUSUF, IKRAM YUSUF MOHAMED's mother, ran Active Mind's Youth LLC ("Active Minds"), another company that enrolled in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Active Minds purported to operate a food site located on East Lake Street in Minneapolis. In 2021, Active Minds received approximately \$1 million

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in Federal Child Nutrition Program funds for food and meals it purportedly provided to children.

22. Defendant SAHRA SHARIF OSMAN was the principal of Youth International Club LLC (“Youth International”). Youth International operated two Federal Child Nutrition Program sites under the sponsorship of Feeding Our Future. The Youth International food sites were in Hopkins and Edina, both purportedly serving meals out of community rooms in townhome complexes. In 2021, Youth International received approximately \$1.4 million in Federal Child Nutrition Program funds for food and meals it purportedly provided to children.

23. Defendant SULEMAN YUSUF MOHAMED, IKRAM YUSUF MOHAMED’s brother, was the owner of Star Distribution LLC, which purported to be a food distribution business in Minneapolis, Minnesota. Star Distribution purported to be in the business of providing meals to be served at the Federal Child Nutrition Program site run by SULEMAN YUSUF MOHAMED’s family members and co-defendants.

24. Defendant GANDI YUSUF MOHAMED, IKRAM YUSUF MOHAMED’s brother, was owner of GAK Properties LLC, a company used to receive and launder the proceeds of the fraud scheme. GANDI YUSUF MOHAMED also submitted fraudulent meal counts and claims on behalf of his family’s companies.

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Count 1
(Conspiracy to Commit Wire Fraud)

25. From in or about December 2020 through in or about 2022, the defendants,

IKRAM YUSUF MOHAMED,
SULEMAN YUSUF MOHAMED,
AISHA HASSAN HUSSEIN,
SAHRA SHARIF OSMAN,
SHAKUR ABDINUR ABDISALAM,
FADUMO MOHAMED YUSUF, and
GANDI YUSUF MOHAMED,

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

26. 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 thousands of children a day.

Manner and Means of the Conspiracy

27. It was part of the scheme that IKRAM YUSUF MOHAMED opened several food sites under the sponsorship of Feeding Our Future. To conceal her

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involvement in the sites, IKRAM YUSUF MOHAMED put the sites and entities in the name of family members, including her husband, mother, and siblings.

28. It was further part of the scheme that IKRAM YUSUF MOHAMED's family members created shell companies, which they enrolled in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Almost immediately, IKRAM YUSUF MOHAMED and her family members claimed—falsely—that they were serving meals to thousands of children a day at their sites.

29. To support their fraudulent claims, IKRAM YUSUF MOHAMED and her co-conspirator family members prepared and submitted fake rosters purporting to list the names and ages of children receiving meals at their sites.

30. IKRAM YUSUF MOHAMED and her co-conspirator family members also prepared and submitted fraudulent invoices purporting to document the purchase of food to be served at their sites.

31. IKRAM YUSUF MOHAMED and her brother, SULEMAN YUSUF MOHAMED, created a sham food vendor company called Star Distribution. IKRAM YUSUF MOHAMED and her co-conspirator family members purported to buy food from Star Distribution to serve at their sites. But in reality, Star Distribution was merely a shell company used to launder their fraudulently obtained food money and funnel money to IKRAM YUSUF MOHAMED and her family.

32. IKRAM YUSUF MOHAMED also solicited and received kickbacks from her family members and other individuals and entities involved in the scheme to fraudulently obtain Federal Child Nutrition Program funds under the sponsorship of Feeding Our Future. IKRAM YUSUF MOHAMED created a shell company called IM

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Consultation LLC for use in receiving and concealing the kickback payments as “consulting” fees.

United Youth of Minneapolis Sites

33. On or about December 8, 2020, AISHA HASSAN HUSSEIN registered Untied {Sic} Youth of MPLS LLC with the Minnesota Secretary of State (“United Youth”).

34. The following day, AISHA HASSAN HUSSEIN and Aimee Bock applied to enroll United Youth in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. AISHA HASSAN HUSSEIN claimed that United Youth operated multiple sites in Minneapolis.

35. MDE initially questioned Feeding Our Future about these site applications. In an email on February 12, 2021, an MDE employee pointed out that another sponsor had already requested a site ID for two addresses at which United Youth claimed to be operating sites.

36. Aimee Bock responded to this email and claimed that “many of the sites are located in large apartment complexes, Mosques, and churches” and that “it is very common for these sites to borrow their space to multiple different programs.”


37. A week later, on or about February 24, 2021, GANDI YUSUF MOHAMED sent an email saying that he owned the building in which United Youth operated and claiming he leased out other portions of the building to different organizations.

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38. In February and March 2021, MDE granted two of United Youth’s site applications. Almost immediately, AISHA HASSAN HUSSEIN began claiming that United Youth was serving meals to thousands of kids per day, seven days a week.

39. AISHA HASSAN HUSSEIN signed meal count sheets claiming that the United Youth sites served two meals a day to over 1,200 children a day in February 2021.

40. Month after month in 2021, AISHA HASSAN HUSSEIN and her co-conspirators fraudulently claimed to be serving more and more meals at the United Youth sites. By May of 2021 they were claiming—fraudulently—to be serving supper and a snack to 2,632 children a day.

|  FEEDING OUR FUTURE AFTERSCHOOL MEAL COUNTS – CLICKER | | | | | | | | | |
|--|--|--------|------------|-------------------------------|---|--------|-----------|----------------------|--|
| Sponsor | FEEDING OUR FUTURE | | Email | claims@feedingourfuturemn.org | | | Phone | 612.345.4922 | |
| Site | United Youth of Minneapolis | | Supervisor | Aisha Hussein | | | Week of | May 16 th | |
| Meal Type | <input checked="" type="checkbox"/> SUPPER | | | | <input checked="" type="checkbox"/> SNACK | | | | |
| Available Meals | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | |
| Number of meals received/prepared | 2632 | 2632 | 2632 | 2632 | 2632 | 2632 | 2632 | | |
| Number of meals from yesterday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Meal Counts | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | |
| Number of firsts served to children | 2632 | 2632 | 2632 | 2632 | 2632 | 2632 | 2632 | | |
| Number of second meals served to children (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of meals served to program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of meals served to non-program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of children requesting meals of food is gone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Food | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | |
| FOOD TEMPERATURE | - | - | - | - | - | - | - | | |
| Number of non-reimbursable, incomplete or damaged meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of leftover meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Initials of person taking daily meal count certifying that the information is true and accurate | AH | AH | AH | AH | AH | AH | AH | | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | | |
| Signature | Aisha Hussein | | | | | Date | 5/28/2021 | | |

41. In support of these fraudulent claims, AISHA HASSAN HUSSEIN and her co-conspirators prepared and submitted fraudulent invoices purporting to

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document the purchase of food from SULEMAN YUSUF MOHAMED's company, Star Distribution. In reality, these invoices were fake and the money sent to Star Distribution was laundered by SULEMAN YUSUF MOHAMED and other co-conspirators.

42. AISHA HASSAN HUSSEIN and her co-conspirators also prepared and submitted fake rosters purporting to list the names and ages of children who received food at the United Youth sites.

43. In all, the conspirators claimed to have served more than 1.3 million meals to children at the United Youth sites from in or about December 2020 to in or about November 2021. Based on these fraudulent figures, Feeding Our Future paid approximately \$2.2 million to United Youth and another approximately \$2.8 million to related entities for meals purportedly served at the United Youth site. This represented 99.5 percent of the total deposits into the United Youth bank account.

44. AISHA HASSAN HUSSEIN was the sole signatory on the United Youth bank account. Rather than using the Federal Child Nutrition Program funds to purchase food, AISHA HASSAN HUSSEIN sent the bulk of the money to entities created by other co-conspirator family members to receive and launder the proceeds of the fraud scheme, including more than \$1.6 million to Star Distribution and \$166,000 to IM Consultation, the entity created by IKRAM YUSUF MOHAMED to solicit and receive kickbacks from individuals and entities involved in the scheme.

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Youth International Club

45. Youth International Club was registered with the Minnesota Secretary of State on or about January 30, 2021. The registered agent was then changed to SAHRA SHARIF OSMAN on February 19, 2021.

46. On or about March 1, 2021, SAHRA SHARIF OSMAN and Aimee Bock applied to enroll Youth International Club in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. They claimed that Youth International Club operated sites in Hopkins, Eden Prairie, Edina, and Minnetonka.

47. Beginning in March 2021, SAHRA SHARIF OSMAN and her co-defendants began claiming to be serving meals to 1,300 children a day, seven days a week, at the Youth International Club site in Hopkins.

| AFTERSCHOOL MEAL COUNTS – CLICKER | | | | | | | | | | |
|---|--|--------|---------|-------------|---|--------|----------|---------|--------------|--|
| Sponsor | FEEDING OUR FUTURE | | | Email | claims@feedingourfuturemn.org | | | Phone | 612.345.4922 | |
| Site | Youth International Club | | | Supervis or | Sahra Osman | | | Week of | march 21 | |
| Meal Type | <input checked="" type="checkbox"/> SUPPER | | | | <input checked="" type="checkbox"/> SNACK | | | | | |
| Available Meals | Sunday | Monday | Tuesday | Wednesda y | Thursda y | Friday | Saturday | TOTAL | | |
| Number of meals received/prepared | 1316 | 1316 | 1316 | 1316 | 1316 | 1316 | 1316 | | | |
| Number of meals from yesterday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Meal Counts | Sunday | Monday | Tuesday | Wednesda y | Thursda y | Friday | Saturday | TOTAL | | |
| Number of firsts served to children | 1316 | 1316 | 1316 | 1316 | 1316 | 1316 | 1316 | | | |
| Number of second meals served to children (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of meals served to program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of meals served to non-program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of children requesting meals of food is gone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Food | Sunday | Monday | Tuesday | Wednesda y | Thursda y | Friday | Saturday | TOTAL | | |
| FOOD TEMPERATURE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of non-reimbursable, incomplete or damaged meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of leftover meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Initials of person taking daily meal count certifying that the information is true and accurate | SO | SO | SO | SO | SO | SO | SO | | | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | | | |
| This institution is an equal opportunity provider. | | | | | | | | | | |

48. In June 2021, SAHRA SHARIF OSMAN signed off as the site supervisor on the meal count sheets for the Youth International Club sites in both Hopkins and

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Edina. The meal counts sheets claimed that Youth International Club served supper and a snack to more than 2,700 children a day at the Hopkins site and another 2,200 children a day at the Edina site.

| FEEDING OUR FUTURE | | | | | | | | | | | |
|---|--|---|--------------------------|---------|-----------|----------|--------|----------|-------|----------------------|--------------|
| AFTERSCHOOL MEAL COUNTS – CLICKER | | | | | | | | | | | |
| Sponsor | FEEDING OUR FUTURE | Email | csm@feedingourfuture.org | | | | | | | Phone | 612.345.4022 |
| Site | YOUTH INTERNATIONAL CLUB (Y.I.C.) | Supervisor | Suleman Yusuf Mohamed | Week of | | | | | | June 6 th | |
| Meal Type | <input checked="" type="checkbox"/> SUPPER | <input checked="" type="checkbox"/> SNACK | | | | | | | | | |
| Available Meals | | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| Number of meals received/prepared | | 2746 | 2746 | 2746 | 2746 | 2746 | 2746 | 2746 | 2746 | | |
| Number of meals from yesterday | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Meal Counts | | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| Number of meals served to children | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of second meals served to children (unintended) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of meals served to program adults (unintended) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of meals served to non-program adults (unintended) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of children requesting meals of food is gone | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| FOOD TEMPERATURE | | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| Number of non-reimbursable, incomplete or damaged meals | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Number of leftover meals | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Initials of person taking daily meal count certifying that the information is true and accurate | | SU | SU | SU | SU | SU | SU | SU | SU | | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | | | | |
| Signature | Suleman Yusuf Mohamed | Date | 6/6/21 | | | | | | | | |

49. In support of these fraudulent claims, SAHRA SHARIF OSMAN and her co-conspirators prepared and submitted fraudulent invoices falsely purporting to document the purchase of food from SULEMAN YUSUF MOHAMED's company, Star Distribution. In reality, these invoices were fake and the money sent to Star Distribution was laundered by SULEMAN YUSUF MOHAMED and other co-conspirators.

50. SAHRA SHARIF OSMAN and her co-conspirators also prepared and submitted fake rosters purporting to list the names and ages of children who received food at the Youth International Club sites.

51. In total, the defendants fraudulently claimed to have served nearly 700,000 meals at the Youth International sites between March and November 2021. Based on these fraudulent claims, they received more than \$1.4 million in Federal Child Nutrition Program funds. This represented more than 99 percent of the total deposits into Youth International Club's bank account.

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52. SAHRA SHARIF OSMAN was the sole signatory on the Youth International Club bank account. Rather than using the Federal Child Nutrition Program funds to purchase food, SAHRA SHARIF OSMAN sent the bulk of the money to entities created by other co-conspirators to receive and launder the proceeds of the fraud scheme, including more than \$700,000 to Star Distribution.

53. SAHRA SHARIF OSMAN also paid a \$7,500 kickback to IM Consultation, the entity created by IKRAM YUSUF MOHAMED to solicit and receive kickbacks from individuals and entities involved in the scheme.


Inspiring Youth and Outreach LLC

54. IKRAM YUSUF MOHAMED's husband, SHAKUR ABDINUR ABDISALAM, registered "inspiring youth & Out reach L.L.C." ("Inspiring Youth") with the Minnesota Secretary of State on or about February 2, 2021.

55. The next day, February 3, 2021, Aimee Bock and SHAKUR ABDINUR ABDISALAM applied to enroll Inspiring Youth as a federal child nutrition program site under the sponsorship of Feeding Our Future. The Inspiring Youth site address was located at the same address in north Minneapolis as a site purportedly operated by United Youth—a company owned by SHAKUR ABDINUR ABDISALAM's sister-in-law, AISHA HASSAN HUSSEIN.

56. Almost immediately, SHAKUR ABDINUR ABDISALAM and his co-conspirators began submitting claims that his new company was serving meals to more than 1,000 children a day. In March 2021, SHAKUR ABDINUR ABDISALAM signed meal count sheets claiming that the Inspiring Youth site served supper and a snack to over 1,500 children a day, seven days a week.

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FEEDING OUR FUTURE

AFTERSCHOOL MEAL COUNTS – CLICKER

| | | | | | | | | |
|---|--|--------|------------|-----------------------------|---|---------|------------------------|-------|
| Sponsor | FEEDING OUR FUTURE | | Email | claims@feedingourfuture.org | | Phone | 612.345.4922 | |
| Site | Inspiring Youth's Out Reach | | Supervisor | Shakur Abdusalim | | Week of | March 21 st | |
| Meal Type | <input checked="" type="checkbox"/> SUPPER | | | | <input checked="" type="checkbox"/> SNACK | | | |
| Available Meals | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| Number of meals received/prepared | 1568 | 1568 | 1568 | 1568 | 1568 | 1568 | 1568 | |
| Number of meals from yesterday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Meal Counts | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| Number of firsts served to children | 1568 | 1568 | 1568 | 1568 | 1568 | 1568 | 1568 | |
| Number of second meals served to children (not reimbursable) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of meals served to program adults (not reimbursable) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of meals served to non-program adults (not reimbursable) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of children requesting meals of food is gone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Food | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| FOOD TEMPERATURE | - | - | - | - | - | - | - | |
| Number of non-reimbursable, incomplete or damaged meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of leftover meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Initials of person taking daily meal count certifying that the information is true and accurate | SA | SA | SA | SA | SA | SA | SA | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | |
| Signature | [Signature] | | | | | Date | 3/27/2021 | |

57. In support of these fraudulent claims, SHAKUR ABDINUR ABDISALAM prepared and submitted fraudulent invoices falsely purporting to document the purchase of food from Star Distribution, a sham food vendor company owned by his brother-in-law SULEMAN YUSUF MOHAMED. In reality, these invoices were fake and the money sent to Star Distribution was laundered by SULEMAN YUSUF MOHAMED and other co-conspirators.

58. SHAKUR ABDINUR ABDISALAM and his co-conspirators also prepared and submitted fake rosters purporting to list the names and ages of children who received food at the Inspiring Youth sites.

59. In total, the Inspiring Youth site claimed to have served more than one million meals from in or about February 2021 to in or about November 2021.

60. Based on these fraudulent claims, Inspiring Youth received more than \$1.5 million in federal child nutrition program funds—which represented all the

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deposits into the account (besides the \$100 initial opening deposit). More than \$1 million of these funds was transferred to Star Distribution—the fake food distribution company created by SHAKUR ABDINUR ABDISALAM's brother-in-law, SULEMAN YUSUF MOHAMED.

61. SHAKUR ABDINUR ABDISALAM sent \$70,000 from Inspiring Youth to GIF Properties LLC, a company created by another of his brothers-in-law, GANDI YUSUF MOHAMED.

62. SHAKUR ABDINUR ABDISALAM also sent money from Inspiring Youth to other individuals and entities that fraudulently obtained Federal Child Nutrition Program funds, including: (1) approximately \$169,000 to Afrique Hospitality Group, a company owned by Mukhtar Sharif and used to receive and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds and that sold fraudulent invoices to entities involved in the scheme; and (2) approximately \$37,000 to S & S Catering, a sham food vendor company that sold fraudulent invoices to entities that fraudulently obtained Federal Child Nutrition Program funds.

63. SHAKUR ABDINUR ABDISALAM also paid \$21,000 from Inspiring Youth to IM Consultation, the entity his wife IKRAM YUSUF MOHAMED used to receive kickbacks from individuals and entities involved in the scheme.

Active Mind's Youth LLC


64. On or about February 4, 2021, IKRAM YUSUF MOHAMED's mother, defendant FADUMO MOHAMED YUSUF, registered Active Mind's Youth LLC with the Minnesota Secretary of State.

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65. The following day, on or about February 5, 2021, FADUMO MOHAMED YUSUF and Aimee Bock applied to enroll the Active Mind’s Youth as a Federal Child Nutrition Program site under the sponsorship of Feeding Our Future.

66. FADUMO MOHAMED YUSUF opened a bank account in the name of Active Mind’s Youth on or about March 25, 2021. The opening deposit was a check from Feeding Our Future dated March 23, 2021. FADUMO MOHAMED YUSUF was the sole signatory on the bank account.

67. In or about February 2021, FADUMO MOHAMED YUSUF began signing meal count sheets falsely claiming that the Active Mind’s Youth site was serving meals to exactly 2,016 children a day starting on February 1, 2021—three days before FADUMO MOHAMED YUSUF registered the company and six weeks before she opened a bank account in the name of her new company.


FEEDING OUR FUTURE
S.F

AFTERSCHOOL MEAL COUNTS – CLICKER

| | | | | | | | | |
|---|--|--------|------------|---|----------|---------|--------------|-------|
| Sponsor | FEEDING OUR FUTURE | | Email | claims@feedingourfuturemnp.org | | Phone | 612.345.4922 | |
| Site | ACTIVE MINDS LLC | | Supervisor | Fadumo Yusuf | | Week of | Jan 31st | |
| Meal Type | <input checked="" type="checkbox"/> SUPPER | | | <input checked="" type="checkbox"/> SNACK | | | | |
| Available Meals | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| Number of meals received/prepared | | 2018 | 2018 | 2018 | 2018 | 2018 | 2018 | |
| Number of meals from yesterday | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Meal Counts | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| Number of firsts served to children | | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 | |
| Number of second meals served to children (not reimbursed) | | 2 | 2 | 2 | 2 | 2 | 2 | |
| Number of meals served to program adults (not reimbursed) | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of meals served to non-program adults (not reimbursed) | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of children requesting meals of food is gone | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Food | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL |
| FOOD TEMPERATURE | | - | - | - | - | - | - | |
| Number of non-reimbursable, incomplete or damaged meals | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Number of leftover meals | | 0 | 0 | 0 | 0 | 0 | 0 | |
| Initials of person taking daily meal count certifying that the information is true and accurate | | FY | FY | FY | FY | FY | FY | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | |
| Signature | YUSUF | | | | | Date | 2/6/2021 | |

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68. In May 2021, FADUMO MOHAMED YUSUF and her co-conspirators submitted meal count sheets claiming that Active Mind’s Youth continued to serve meals to exactly 2,016 children per day, seven days a week.

| FEEDING OUR FUTURE | | | | | | | | | | |
|---|------------------------|--------|---------|------------|--------------------------------|--------|----------|----------|---------------------|--|
| AFTERSCHOOL MEAL COUNTS – CLICKER | | | | | | | | | | |
| Sponsor | FEEDING OUR FUTURE | | | Email | claims@feedingourfutureinc.org | | | Phone | 612.345.4922 | |
| Site | ACTIVE MINDS YOUTH LLC | | | Supervisor | Faduma Yusuf | | | Week of | May 2 nd | |
| Meal Type | SUPPER | | | | | SNACK | | | | |
| Available Meals | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| Number of meals received/prepared | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 | | | |
| Number of meals from yesterday | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Meal Counts | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| Number of firsts served to children | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 | 2016 | | | |
| Number of second meals served to children (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of meals served to program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of meals served to non-program adults (not reimbursed) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of children requesting meals of food is gone | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Food | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | TOTAL | | |
| FOOD TEMPERATURE | - | - | - | - | - | - | - | | | |
| Number of non-reimbursable, incomplete or damaged meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Number of leftover meals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Initials of person taking daily meal count certifying that the information is true and accurate | FY | FY | FY | FY | FY | FY | FY | | | |
| SITE SUPERVISOR: By signing, I certify that the above information is true and accurate. | | | | | | | | | | |
| Signature | YUSUF | | | | | | Date | 5/7/2021 | | |

69. In support of these fraudulent claims, FADUMO MOHAMED YUSUF and her co-conspirators prepared and submitted fraudulent invoices purporting to document the purchase of food from SULEMAN YUSUF MOHAMED’s company, Star Distribution. In reality, these invoices were fraudulent and the money sent to Star Distribution was laundered by SULEMAN YUSUF MOHAMED and other co-conspirators.

70. FADUMO MOHAMED YUSUF and her co-conspirators also prepared and submitted fake rosters purporting to list the names and ages of children who received food at the Active Mind’s Youth site.

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71. In total, FADUMO MOHAMED YUSUF and her co-conspirators claimed to have served more than 500,000 meals at the Active Mind's Youth site over the five-month period from February 2021 to June 2021.

72. Based on these fraudulent claims, Active Mind's Youth received more than \$1 million in federal child nutrition program funds—which represented all the deposits into the account .

73. FADUMO MOHAMED YUSUF sent more than 80 percent of these funds to entities that bore the names of seemingly legitimate food distribution or supply companies but that were nothing more than shell companies used to receive and launder fraud proceeds and to provide fraudulent invoices to companies involved in the scheme, including:

a. approximately \$470,000 to Star Distribution, the fake food distribution company created by SULEMAN YUSUF MOHAMED;

b. approximately \$139,000 to Afrique Hospitality Group, a company that laundered fraud proceeds and sold fraudulent invoices to entities that fraudulently obtained Federal Child Nutrition Program funds; and

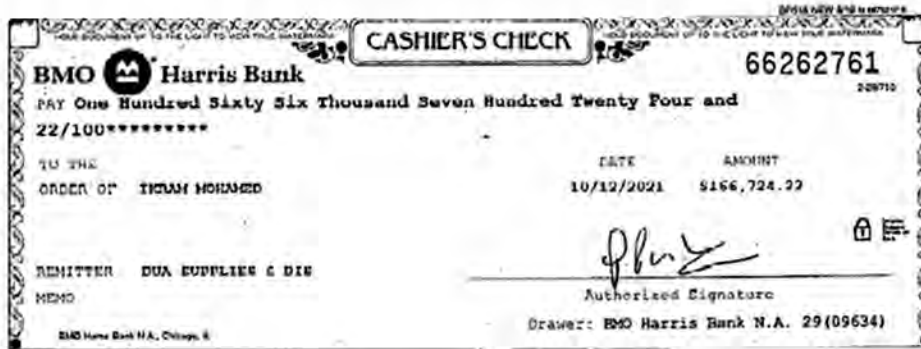
c. approximately \$62,000 to S & S Catering, a sham food vendor company that sold fraudulent invoices to entities that fraudulently obtained Federal Child Nutrition Program funds.

74. FADUMO MOHAMED YUSUF also wrote approximately \$196,000 in checks to Dua Supplies & Distribution Inc. on June 2, 2021. FADUMO MOHAMED YUSUF indicated on the memo line that the checks were for "supplies." But this was not true. In reality Dua Supplies & Distribution was a sham food vendor company

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that sold fraudulent invoices to entities involved in the scheme to fraudulently obtain Federal Child Nutrition Program funds.

75. Several months after FADUMO MOHAMED YUSUF sent approximately \$196,000 to Dua Supplies & Distribution, the company wrote a cashier's check to her daughter IKRAM YUSUF MOHAMED for approximately \$166,000—or 85 percent of the amount sent from Active Mind's Youth.



76. FADUMO MOHAMED YUSUF also paid \$38,500 from Active Mind's Youth to IM Consultation, the entity her daughter IKRAM YUSUF MOHAMED used to receive kickbacks from individuals and entities involved in the scheme.

Star Distribution LLC

77. SULEMAN YUSUF MOHAMED registered Star Distribution on or about February 18, 2021.

78. One week later, on or about February 25, 2021, SULEMAN YUSUF MOHAMED opened a bank account in the name of his new company.

79. SULEMAN YUSUF MOHAMED operated Star Distribution as a sham food vendor, which purported to provide food to be served at the sites set up by his co-defendants and family members, including United Youth of MPLS, Youth International Club, Inspiring Youth and Outreach, and Active Mind's Youth. Star

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Distribution leased a warehouse to create the appearance they were running a legitimate food supply operation. The warehouse was merely a façade and did not facilitate the storage and distribution of large quantities of food as would be expected for a legitimate food vendor for multiple sites.

80. From approximately February 2021 through April 2022, Star Distribution received approximately \$10 million in Federal Child Nutrition Program funds, including more than \$4.9 million from Feeding Our Future, \$1.6 million from United Youth of Mpls, and \$1 million from Inspiring Youth & Outreach.

81. IKRAM YUSUF MOHAMED, SULEMAN YUSUF MOHAMED, and their co-conspirators prepared fraudulent invoices purporting to document the sale of food from Star Distribution to their co-conspirator family members' companies. These invoices were fraudulent and prepared in support of their fraudulent claims and to further the fraud scheme.

82. SULEMAN YUSUF MOHAMED also paid more than \$330,000 in kickbacks to IM Consultation, the entity created by his sister IKRAM YUSUF MOHAMED to receive and launder kickback payments and fraud proceeds.

GAK Properties LLC and GIF Properties LLC

83. GANDI YUSUF MOHAMED created GAK Properties LLC on or about November 12, 2020.

84. GANDI YUSUF MOHAMED used GAK Properties LLC to receive and launder fraudulently obtained Federal Child Nutrition Program funds from the entities created by his co-conspirator family members. For example, his brother SULEMAN YUSUF MOHAMED paid \$25,000 a month in "rent" payment from his

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company, Star Distribution, to GAK Properties. In all, SULEMAN YUSUF MOHAMED paid more than \$800,000 to GAK Properties between March 2021 and July 2022—all of which was derived from Federal Child Nutrition Program funds.

85. GANDI YUSUF MOHAMED was also owned another company called GIF Properties LLC. As with his other company, GANDI YUSUF MOHAMED used GIF Properties to receive and launder fraudulently obtained Federal Child Nutrition Program funds from the entities created by his co-conspirator family members. For example, his brother SULEMAN YUSUF MOHAMED paid \$37,000 a month in “rent” payment from his company, Star Distribution, to GIF Properties. In all, SULEMAN YUSUF MOHAMED paid approximately \$370,000 to GIF Properties between September 2021 and May 2022—all of which was derived from Federal Child Nutrition Program funds. GANDI YUSUF MOHAMED also used GIF Properties to receive payments from other companies involved in the scheme, including United Youth and Inspiring Youth. These payments were also styled as “rent.”

86. GANDI YUSUF MOHAMED also submitted fraudulent meal count sheets on behalf of entities involved in the scheme, including United Youth of MPLS, Inspiring Youth & Outreach, and Youth International Club.

Afrique Hospitality Group LLC

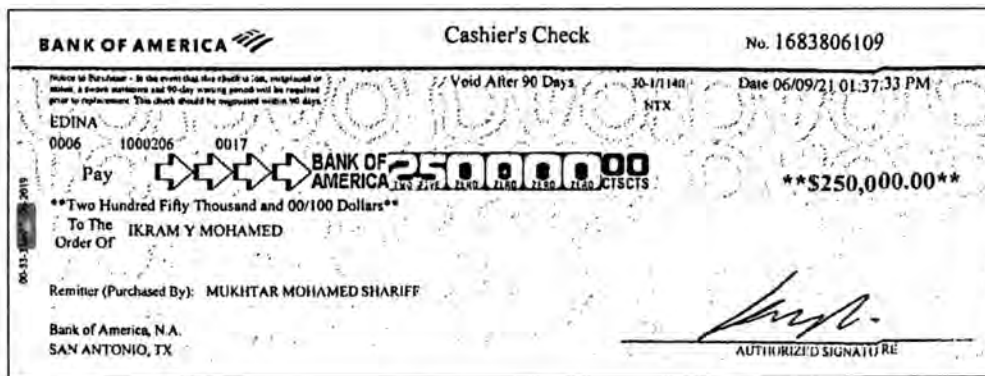
87. SULEMAN YUSUF MOHAMED, AISHA HASSAN HUSSEIN, SHAKUR ABDINUR ABDISALAM, and FADUMO MOHAMED YUSUF also funneled money from the scheme to IKRAM YUSUF MOHAMED through Afrique Hospitality Group, a company owned by Mukhtar Mohamed Shariff and used to launder fraudulently obtained Federal Child Nutrition Program funds.

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88. Active Mind's Youth, Inspiring Youth, United Youth of MPLS, and Star Distribution paid approximately \$500,000 in Federal Child Nutrition Program funds to Afrique Hospitality Group in April and May 2021. The check memo lines identified the payments were for food expenses or food supplies.

| Date | Company | Amount (approximate) | Memo line |
|----------------|----------------------|----------------------|-----------------|
| March 21, 2021 | United Youth of MPLS | \$47,345 | none |
| March 27, 2021 | Active Mind's Youth | \$33,584 | "Feb Food exp" |
| April 8, 2021 | Active Mind's Youth | \$44,674 | "Food expense" |
| May 19, 2021 | Star Distribution | \$98,588 | "Food Supplies" |
| May 19, 2021 | United Youth of MPLS | \$49,244 | "Food" |

89. On or about June 9, 2021, Mukhtar Mohamed Sharriff used Federal Child Nutrition Program funds to obtain a \$250,000 cashier's check payable to IKRAM YUSUF MOHAMED.



90. After receiving the cashier's check from Afrique Hospitality Group, IKRAM YUSUF MOHAMED opened a new bank account into which she deposited the \$250,000. IKRAM YUSUF MOHAMED spent the money for personal spending,

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including to purchase furniture, to pay for vacations, to eat out, and to pay for near-daily Door Dash deliveries. IKRAM YUSUF MOHAMED spent the account down to \$108 by approximately September 2022, which equates to an average spending of approximately \$20,000 a month.

91. In all, the defendants fraudulently claimed to have served more than 4.8 million meals at their sites between December 2020 and November 2021. Based on these fraudulent claims, they received more than \$12 million in Federal Child Nutrition Program funds.

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

Counts 2-20
(Wire Fraud)

92. Paragraphs 1 through 91 are incorporated herein.

93. From at least in or about December 2020 through at least April 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.

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94. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants,

IKRAM YUSUF MOHAMED,
SULEMAN YUSUF MOHAMED,
AISHA HASSAN HUSSEIN,
SAHRA SHARIF OSMAN,
SHAKUR ABDINUR ABDISALAM,
FADUMO MOHAMED YUSUF, and
GANDI YUSUF MOHAMED,

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:

| Count | Date (on or about) | Wire Details |
|--------------|-------------------------------|--|
| 2 | February 24, 2021 | An email from AISHA HUSSEIN containing meal count sheets with the subject line "Lake Street location" to Feeding Our Future that traveled through servers located outside the state of Minnesota |
| 3 | March 7, 2021 | An email from IKRAM MOHAMED to SULEMAN with the subject line "Invoices" that traveled through servers located outside the state of Minnesota |
| 4 | March 15, 2021 | An email from FADUMO YUSUF to Feeding Our Future with the subject line "Active minds" that passed through servers located outside the state of Minnesota |
| 5 | March 25, 2021 | Payment in the amount of approximately \$240,920 from a Feeding Our Future bank account to an Active Mind's Youth LLC bank account controlled by FADUMO YUSUF |
| 6 | May 5, 2021 | An email from AISHA HASSAN HUSSEIN to Feeding Our Future with the subject line "April 2021" that passed through servers located outside the state of Minnesota |
| 7 | May 7, 2021 | Payment in the amount of approximately \$199,571 from a Feeding Our Future bank account to an Inspiring Youth & Outreach LLC bank account controlled by SHAKUR ABDISALAM |

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| | | |
|----|---------------|--|
| 8 | May 7, 2021 | Payment in the amount of approximately \$210,088 from a Feeding Our Future bank account to a United Youth of Mpls LLC bank account controlled by AISHA HUSSEIN |
| 9 | May 17, 2021 | Payment in the amount of approximately \$215,107 from a Feeding Our Future bank account to a United Youth of Mpls LLC bank account controlled by AISHA HUSSEIN |
| 10 | May 17, 2021 | Payment in the amount of approximately \$200,766 from a Feeding Our Future bank account to an Inspiring Youth & Outreach LLC bank account controlled by SHAKUR ABDISALAM |
| 11 | May 24, 2021 | Payment in the amount of approximately \$270,345 from a Feeding Our Future bank account to an Active Mind's Youth LLC bank account controlled by FADUMO YUSUF |
| 12 | June 6, 2021 | An email from FADUMO MOHAMED YUSUF to Feeding Our Future with the subject line "MAY 2021" that passed through servers located outside the state of Minnesota |
| 13 | June 11, 2021 | Payment in the amount of approximately \$300,000 from a Feeding Our Future bank account to a Youth International Club bank account controlled by SAHRA OSMAN |
| 14 | June 18, 2021 | Payment in the amount of approximately \$348,234 from a Feeding Our Future bank account to a United Youth of Mpls LLC bank account controlled by AISHA HUSSEIN |
| 15 | July 5 , 2021 | An email from SHAKUR ABDINUR ABDISALAM to Aimee Bock and another Feeding Our Future employee with the subject line "June" that passed through servers located outside the state of Minnesota |
| 16 | July 7, 2021 | Payment in the amount of approximately \$236,139 from a Feeding Our Future bank account to an Active Mind's Youth LLC bank account controlled by FADUMO YUSUF |
| 17 | July 27, 2021 | An email from GANDI YUSUF MOHAMED to Feeding Our Future with the subject line "youth international club" that passed through servers located outside the state of Minnesota |
| 18 | July 29, 2021 | An email from GANDI YUSUF MOHAMED to Feeding Our Future with the subject line "youth edina" that passed through servers located outside the state of Minnesota |

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| | | |
|----|-----------------|---|
| 19 | August 13, 2021 | An email from GANDI YUSUF MOHAMED to Feeding Our Future with the subject line “inspiring” that passed through servers located outside the state of Minnesota |
| 20 | August 13, 2021 | An email with the subject line “EVERYTHING UNITED YOUTH” sent to a Feeding Our Future employee that passed through servers located outside the state of Minnesota |

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

Count 21

(Conspiracy to Commit Federal Programs Bribery)

95. Paragraphs 1 through 91 are incorporated herein.

96. From in or about May 2021, to in or about April 2022 in the State and District of Minnesota, the defendants,

IKRAM YUSUF MOHAMED,
SULEMAN YUSUF MOHAMED,
AISHA HASSAN HUSSEIN,
SAHRA SHARIF OSMAN,
SHAKUR ABDINUR ABDISALAM, and
FADUMO MOHAMED YUSUF,

conspired with each other and with others known and unknown to the Grand Jury to commit federal programs bribery, that is, to corruptly solicit, demand, accept, or agree to accept, and to give, offer, and agree to give, anything of value to any person, with intent to influence and reward an agent of an organization, to wit, agents of Feeding Our Future, 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,

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insurance and other forms of federal assistance in any one-year period, in violation of Title 18, United States Code, Sections 666(a)(1)(B) and (a)(2).

Purpose and Object of the Conspiracy

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

Manner and Means of the Conspiracy

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

a. Feeding Our Future employees and consultants solicited and accepted bribes and kickbacks from individuals who opened Federal Child Nutrition Program sites under the sponsorship of Feeding Our Future.

b. Feeding Our Future employees and consultants created shell companies for use in accepting and hiding the bribe and kickback payments.

c. Individuals who ran sites under the sponsorship of Feeding Our Future paid bribes and kickbacks to Feeding Our Future contractors/employees. Many of these bribes and kickbacks were disguised as consulting payments or other legitimate payments to shell companies created by Feeding Our Future contractors/employees.

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Overt Acts in Furtherance of the Conspiracy

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

100. On or about March 10, 2021 IKRAM YUSUF MOHAMED registered IM Consultation LLC with the Minnesota Secretary of State.

101. On or about May 19, 2021, FADUMO MOHAMED YUSUF wrote a \$14,800 check from Active Mind's Youth LLC to IM Consultation.

102. On or about May 19, 2021, SHAKUR ABDINUR ABDISALAM wrote a \$13,500 check from Inspiring Youth and Out Reach LLC to IM Consultation.

103. On or about May 19, 2021, AISHA HASSAN HUSSEIN wrote a \$13,500 check from United Youth of Mpls to IM Consultation.

104. On or about June 1, 2021, FADUMO MOHAMED YUSUF wrote a \$14,700 check from Active Mind's Youth LLC to IM Consultation.

105. On or about June 3, 2021, FADUMO MOHAMED YUSUF wrote a \$9,000 check from Active Mind's Youth LLC to IM Consultation.

106. On or about June 3, 2021, SHAKUR ABDINUR ABDISALAM wrote a \$7,500 check from Inspiring Youth and Out Reach LLC to IM Consultation.

107. On or about June 3, 2021, AISHA HASSAN HUSSEIN wrote a \$7,500 check from United Youth of Mpls to IM Consultation.

108. On or about September 2, 2021, SAHRA SHARIF OSMAN wrote a \$7,500 check from Youth International Club to IM Consultation.

109. On or about October 12, 2021, Farhiya Mohamud obtained a \$166,724 cashier's check from Dua Supplies & Distribution to IKRAM YUSUF MOHAMED.

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110. On or about December 20, 2021, SULEMAN YUSUF MOHAMED wrote a \$21,300 check from Star Distribution LLC to IM Consultation.

111. On or about December 20, 2021, SULEMAN YUSUF MOHAMED wrote a \$68,750 check from Star Distribution LLC to IM Consultation.

112. On or about December 24, 2021, SULEMAN YUSUF MOHAMED wrote a \$48,000 check from Star Distribution LLC to IM Consultation.

113. On or about December 24, 2021, SULEMAN YUSUF MOHAMED wrote a \$24,150 check from Star Distribution LLC to IM Consultation.

114. On or about December 31, 2021, SULEMAN YUSUF MOHAMED wrote a \$30,750 check from Star Distribution LLC to IM Consultation.

115. On or about December 31, 2021, AISHA HASSAN HUSSEIN wrote a \$42,300 check from United Youth of Mpls to IM Consultation.

116. On or about December 31, 2021, AISHA HASSAN HUSSEIN wrote a \$41,000 check from United Youth of Mpls to IM Consultation.

117. On or about December 31, 2021, AISHA HASSAN HUSSEIN wrote a \$25,500 check from United Youth of Mpls to IM Consultation.

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

Count 22-37
(Federal Programs Bribery)

118. Paragraphs 1 through 91 and 96 through 117 are incorporated herein.

119. 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

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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 |
|-------|-----------------------------------|----------------------|--|
| 22 | IKRAM MOHAMED FADUMO YUSUF | May 19, 2021 | A \$14,800 check from Active Mind's Youth LLC to IM Consultation |
| 23 | IKRAM MOHAMED SHAKUR ABDISALAM | May 19, 2021 | A \$13,500 check from Inspiring Youth and Out Reach LLC to IM Consultation |
| 24 | IKRAM MOHAMED AISHA HASSAN | May 19, 2021 | A \$13,500 check from United Youth of Mpls to IM Consultation |
| 25 | IKRAM MOHAMED FADUMO YUSUF | June 3, 2021 | A \$9,000 check from Active Mind's Youth LLC to IM Consultation |
| 26 | IKRAM MOHAMED SHAKUR ABDISALAM | June 3, 2021 | A \$7,500 check from Inspiring Youth and Out Reach LLC to IM Consultation |
| 27 | IKRAM MOHAMED AISHA HUSSEIN | June 3, 2021 | A \$7,500 check from United Youth of Mpls to IM Consultation |
| 28 | IKRAM MOHAMED SAHRA OSMAN | September 2, 2021 | A \$7,500 check from Youth International Club to IM Consultation |
| 29 | IKRAM MOHAMED | October 18, 2021 | A \$166,724.22 check from Dua Supplies & Distribution to Ikram Mohamed |
| 30 | IKRAM MOHAMED SULEMAN MOHAMED | December 20, 2021 | A \$21,300 check from Star Distribution LLC to IM Consultation |

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| | | | |
|----|----------------------------------|----------------------|--|
| 31 | IKRAM MOHAMED SULEMAN MOHAMED | December 20, 2021 | A \$68,750 check from Star Distribution LLC to IM Consultation |
| 32 | IKRAM MOHAMED SULEMAN MOHAMED | December 24, 2021 | A \$48,000 check from Star Distribution LLC to IM Consultation |
| 33 | IKRAM MOHAMED SULEMAN MOHAMED | December 24, 2021 | A \$24,150 check from Star Distribution LLC to IM Consultation |
| 34 | IKRAM MOHAMED SULEMAN MOHAMED | December 31, 2021 | A \$30,750 check from Star Distribution LLC to IM Consultation |
| 35 | IKRAM MOHAMED AISHA HUSSEIN | December 31, 2021 | A \$42,300 check from United Youth of Mpls to IM Consultation |
| 36 | IKRAM MOHAMED AISHA HUSSEIN | December 31, 2021 | A \$41,000 check from United Youth of Mpls to IM Consultation |
| 37 | IKRAM MOHAMED AISHA HUSSEIN | December 31, 2021 | A \$25,500 check from United Youth of Mpls to IM Consultation |

All in violation of Title 18, United States Code, Section 666(a)(1)(B) and (a)(2).

Count 38

(Conspiracy to Commit Money Laundering)

120. Paragraphs 1 through 91 and 96 through 117 are incorporated herein
are incorporated herein.

121. From at least in or about December 2020 through in or about April 2022,
in the State and District of Minnesota, the defendants,

IKRAM YUSUF MOHAMED,
SULEMAN YUSUF MOHAMED,
AISHA HASSAN HUSSEIN,
SAHRA SHARIF OSMAN,
SHAKUR ABDINUR ABDISALAM,
FADUMO MOHAMED YUSUF, and
GANDI YUSUF MOHAMED,

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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

122. 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

123. 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, 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 make real estate and car payments, and purchase other items for the personal benefit of themselves and others.

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

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Counts 39-47
(Money Laundering)

124. Paragraphs 1 through 91 and 103 through 104 are incorporated herein.

125. 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 |
|--------------|--------------------------|-----------------------------------|--|
| 39 | SULEMAN YUSUF MOHAMED | March 4, 2021 | Deposit of a cashier's check in the amount of approximately \$15,722 from a Star Distribution LLC account to King Cargo Vans & Salvage, for the purchase of a 2015 Ford T-150 Cargo Van |
| 40 | SULEMAN YUSUF MOHAMED | April 6, 2021 | Deposit of a cashier's check in the amount of approximately \$18,000 from an account controlled by defendant SULEMAN YUSUF MOHAMED to Morrie's Auto Group, for the purchase of a 2015 Land Rover |
| 41 | GANDI YUSUF MOHAMED | April 30, 2021 | ACH transfer in the amount of approximately \$14,509 from a GAK Properties LLC account to 403 Union Street LLC for a contract-for-deed payment |
| 42 | GANDI YUSUF MOHAMED | June 1, 2021 | ACH transfer in the amount of approximately \$14,509 from a GAK. Properties LLC account to 403 Union Street LLC for a contract-for-deed payment |

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| | | | |
|----|-----------------------|--------------------|--|
| 43 | SULEMAN YUSUF MOHAMED | July 4, 2021 | ACH transfer in the amount of approximately \$14,500 from a STAR DISTRIBUTION LLC account to GM Financial for a loan payment of a 2018 GMC Yukon |
| 44 | SULEMAN YUSUF MOHAMED | September 22, 2021 | ACH transfer in the amount of approximately \$12,571 from an account controlled by defendant SULEMAN YUSUF MOHAMED and A.M.G. to Ideal Credit Union for the loan payoff of a 2015 Land Rover |
| 45 | GANDI YUSUF MOHAMED | October 22, 2021 | Bankcard transfer in the amount of approximately \$12,680 from a G.A.K. Properties LLC account to Twin City Hardware |
| 46 | IKRAM YUSUF MOHAMED | November 6, 2021 | ACH transfer in the amount of approximately \$14,300 from a IM CONSULTATION LLC account to GM Financial for a loan payoff of a 2018 GMC Yukon |
| 47 | GANDI YUSUF MOHAMED | December 31, 2021 | ACH transfer in the amount of approximately \$14,509 from a G.A.K. Properties LLC account to 403 Union Street LLC for a contract-for-deed payment |

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

FORFEITURE ALLEGATIONS

126. Counts 1 through 47 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).

127. If convicted of any of Counts 1-37 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

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personal, which constitutes or is derived from proceeds traceable to Counts 1-37 of the Indictment.

128. If convicted of any of Counts 38-47 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.

129. 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