Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF HENNEPIN | FOURTH JUDICIAL DISTRICT

Case Type: Civil Other

Minnesota Attorney General Keith Ellison,

Plaintiff,

vs.

Partners in Nutrition d/b/a Partners in Quality Care

Defendant.

Court File No. _______

COMPLAINT

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against Defendant Partners in Nutrition d/b/a Partners in Quality Care alleges as follows:

INTRODUCTION

1. Partners in Nutrition ("PIN") is a non-profit organization which operated as a sponsor for federal child nutrition programs and knowingly defrauded the State of Minnesota and the federal government out of millions of dollars during and after the COVID-19 pandemic in violation of the Minnesota False Claims Act.

2. Federal child nutrition programs provide funding to ensure that children have consistent access to healthy, nutritious foods.

3. PIN took advantage of temporary waivers in federal child nutrition program requirements established in the wake of the COVID-19 pandemic—waivers intended to increase access to food for children—to enable fraudsters who submitted false claims for reimbursement to the state agency administering the federal child nutrition programs, the Minnesota Department of Education ("MDE").

4. PIN turned a blind eye to obvious signs of fraud in the food distribution sites that it was responsible for overseeing, actively enabled fraud by altering records revealing suspicious inconsistencies, and knowingly falsified claims and underlying records to increase the dollar value of claims submitted to MDE.

5. PIN applied for and sponsored hundreds of sites in the wake of the COVID-19 pandemic and submitted thousands of monthly claim submissions to MDE based on the purported service of millions of meals to children. Many of those claims were false. Many of those meals were never served.

6. PIN violated the Minnesota False Claims Act through a pattern and practice of conduct evident in PIN's sponsorship of numerous sites including but not limited to Mind Foundry sites, Multiple Community Services and Matthews Park sites, Gedo Community Services sites, and Minnesota Somali Community sites. These patterns include, but are not limited to:

a. failing to properly oversee food distribution sites in violation of their agreements with MDE, and with reckless disregard for the consequences;

b. processing extremely high claims for reimbursement on behalf of distribution sites despite serious red flags indicating pervasive and persistent fraud;

c. misrepresenting the site where meals were purportedly served in PIN's submission of meal claims to MDE;

d. altering underlying records submitted to avoid the appearance of fraud and, at times, to increase the number of meals claimed; and

e. knowingly submitting false claims to MDE for meals that were not served.

7. PIN's conduct was egregious. PIN enabled and, in some instances, facilitated millions of dollars of fraud. PIN's misrepresentations to MDE caused MDE to pay millions of dollars for meals that were never served. Rather than ensure children were fed nutritious meals during a global pandemic, PIN capitalized on a moment of vulnerability and exploited both state and federal efforts to support vulnerable communities for personal gain.

8. The Attorney General brings this lawsuit in order to enforce the law and to hold PIN accountable for its widespread failure to properly act as a responsible gatekeeper to taxpayer funds.

PARTIES

9. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes section 15C.04 to bring this action to enforce Minnesota's False Claims Act, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota's False Claims Act.

10. Defendant Partners in Nutrition d/b/a Partners in Quality Care ("PIN") is a Minnesota non-profit organization with its registered address at 7216 Braemar Lane Woodbury, MN 55125.

JURISDICTION

11. This Court has subject matter jurisdiction over the claims pursuant to Minnesota False Claims Act, Minnesota Statutes section 15C.01 *et seq*.

12. This Court has personal jurisdiction over Defendant because it purposefully and knowingly transacted business in Minnesota and with Minnesota residents and has committed acts inside Minnesota causing injury to the Minnesota public in violation of Minnesota law.

13. Venue is proper in Hennepin County because the cause of action arose in part in Hennepin County. Minn. Stat. § 542.09.

THE MINNESOTA FALSE CLAIMS ACT

14. The Minnesota False Claims Act ("MFCA") is contained in Minnesota Statutes Chapter 15C and provides, in pertinent part, that a person is liable to the State for a civil penalty, plus three times the amount of damages sustained by the State, for each instance in which the person knowingly:

> (1) presents, or causes to be presented, a false or fraudulent claim for payment or approval;
>
> (2) makes, or uses or causes to be made or used, a false record or statement material to a false or fraudulent claim . . . . .

Minn. Stat. §§ 15C.02(a)(1) and (a)(2).

15. For purposes of the MFCA, "person" is defined as "a natural person, partnership, corporation, association or other legal entity." Minn. Stat. § 15C.01, subd. 5.

16. Under the MFCA, a "claim" is defined to include "a request or demand, whether under a contract or otherwise, for money or property and whether or not the state or a political subdivision has title to the money or property, that:

> (1) is presented to an officer, employee, or agent of the state or a political subdivision; or
>
> (2) is made to a contractor, grantee, or other recipient if the money or property is to be spent or used on behalf of the state or the political subdivision or to advance the state's or political subdivision's program or interest, and if the state or political subdivision provides or has provided a portion of the money or property that is requested or demanded, or if the state or the political subdivision has reimbursed or will reimburse the contractor, grantee, or other recipient for a portion of the money or property that is requested or demanded.

Minn. State. § 15C.01, subd. 2.

17. "Knowingly," within the meaning of the MFCA, is defined to include "actual knowledge of the information," "deliberate ignorance of the truth or falsity of the information,"

or "reckless disregard of the truth or falsity of the information." Minn. Stat. § 15C.01, subd. 3. Further, "no proof of specific intent to defraud" is required to establish liability under the MFCA. *See id.*

18. The MFCA also defines "material" as "having a natural tendency to influence, or be capable of influencing, the payment or receipt of money or property." Minn. Stat. § 15C.01, subd. 3a.

19. In addition to treble damages, the MFCA provides for assessment of a civil penalty for each violation or each false claim. *See* Minn. Stat. § 15C.02(a). A person found to be in violation of the MFCA is also liable to the State for "the costs of the civil action brought to recover any penalty or damages," including reasonable attorney fees, and the fees of expert consultants and witnesses. *Id.* § 15C.02(c).

FACTUAL ALLEGATIONS

I. CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD SERVICE PROGRAM

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

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

22. The Child and Adult Care Food Program ("CACFP") is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and

snacks to children and adults at participating child care centers, daycare homes, and after-school programs.

23. MDE administers both CACFP and SFSP in Minnesota.

24. Meals and snacks funded by CACFP and SFSP are served at physical locations known as "sites." For CACFP, sites are often childcare centers, adult day care centers, or afterschool care programs, and for SFSP, sites are often community centers, schools, or public parks. Meals provided at these sites are often, though not always, provided by vendors (restaurants or food distributors). Each site must be sponsored by a Sponsoring Organization—also referred to as Sponsors—that is authorized to participate in CACFP and SFSP. Sites submit meal counts (i.e., the number of meals and snacks served on a given day) for reimbursement to Sponsors.

25. Sponsors enter into agreements directly with MDE to administer CACFP and SFSP. Sponsors agree to not only oversee and manage sites to ensure they are complying with program requirements, but Sponsors also agree to submit accurate and reimbursable meal counts to MDE for reimbursement.

26. Sponsors receive reimbursement from MDE each month based on the number of eligible meals and snacks that the sponsor claims were served at the sites. Sponsors are then responsible for paying either the site or the vendor that provided meals to the site—depending on the program. Sponsors retain a portion of the reimbursement as an administrative fee.

II. PIN SERVED AS A SPONSOR FOR BOTH CACFP AND SFSP.

27. In 2015, PIN entered into a Child and Adult Care Food Program Agreement ("CACFP Agreement") with MDE to serve as a Multi-Site Sponsoring Organization for CACFP. Under the terms of the CACFP Agreement, PIN was authorized to administer CACFP for more

than one site. As part of the CACFP Agreement, PIN agreed to administer CACFP, including to "accept final financial and administrative responsibility for management of a proper, efficient, and effective food service," "provide adequate supervisory and operation personnel for management and monitoring of the Program," and "submit, as directed by MDE, monthly claims for reimbursement at assigned rates for meals served during each calendar month." Under the CACFP Agreement, claims for reimbursement had to meet several requirements, including that "staff counted and documented the number of reimbursable meals served to participants with actual time-of-service meal counts for each daily meal service . . . ."

28. In 2016, PIN entered into a Summer Food Service Program Agreement ("SFSP Agreement") with MDE to serve as a Sponsoring Organization for SFSP. As part of the SFSP Agreement, PIN agreed to administer the SFSP, including to "serve meals which meet the requirements and provisions set forth in Sec. 225.16 during times designated as meal service periods by the sponsor," "meet the Program training requirement for its administrative and site personnel," "claim reimbursement only for the type or types of meals specified in the approved SFSP application and served without charge to children at approved sites during the approved meal service period," and to "submit claims for reimbursement in accordance with procedures established by MDE and those stated in Sec. 225.9."

29. Accordingly, as the Sponsor, PIN was responsible for reviewing and submitting claims to MDE for reimbursement on behalf of sites for both CACFP and SFSP.

30. In each of PIN's claims for reimbursement to MDE, PIN certified to "take full responsibility for ensuring that this claim accurately represents the number of meals/milks served by reimbursement category, that records are available to support this claim, that this claim is in accordance with the Program Agreement, and that payment therefore has not been received."

31. During the COVID-19 pandemic, PIN's claims for reimbursement to MDE increased dramatically.

32. From October 1, 2019 to September 30, 2020, PIN submitted claims for almost 3 million meals for approximately $5.8 million in reimbursement. From October 1, 2020 to September 30, 2021, PIN claimed over 32 million meals for over $75 million.

33. Likewise, for SFSP, from May 1, 2019 to April 30, 2020, PIN claimed approximately 176,500 meals for $560,000. But from May 1, 2020 to April 30, 2021, PIN claimed over 15 million meals for over $50 million in reimbursement.

34. Between October 2020 through 2022, PIN served as the Sponsor for hundreds of CACFP and SFSP sites, responsible for overseeing and monitoring these sites and submitting claims to MDE on these sites' behalf.

35. PIN took advantage of its role as Sponsor by engaging directly in fraud and facilitating widespread fraud in the sites it was supposed to be monitoring and overseeing. This Complaint highlights four groups of sites which illustrate PIN's participation in the operation and oversight of sites under its sponsorship and PIN's preparation and validation of purported meal claims. These sites include the Mind Foundry sites, Multiple Community Services and Matthews Park sites, Gedo Community Services sites, and Minnesota Somali Community sites.

A. PIN Knowingly Submitted False Claims on Behalf of Mind Foundry Sites.

36. ThinkTechAct Foundation was a Minnesota nonprofit education organization that also operated under the name Mind Foundry Learning Foundation ("Mind Foundry"). Mahad Ibrahim was the founder of Mind Foundry and from September 2016 to June 2021, Ibrahim served as the president of Mind Foundry.

37. From October 2020 to December 2021, PIN served as the Sponsor for at least 22 sites affiliated with Mind Foundry. During that time, many of these sites participated in both CACFP and SFSP.

38. In 2025, Mahad Ibrahim pled guilty to wire fraud in connection with his involvement in CACFP and SFSP. *See United States of America v. Mahad Ibrahim,* Plea Agreement and Sentencing Stipulations, Criminal No. 22-124(3) (D. Minn. 2025). In his plea agreement, Ibrahim admitted that he was "generally aware of the high likelihood that vendor organizations used ThinkTechAct to fraudulently bill program sponsors for food that was not provided to children that did not exist, using signed meal count sheets that inflated the number of meals actually served and rosters that contained false names of children and families they claimed they had fed." *Id.* at 2. Ibrahim also admitted that he was "aware of the high likelihood that his co-conspirators were abusing the lack of oversight from sponsors to profit from the federal food program." *Id.* at 3. Ibrahim "benefitted from the scheme and knowingly took advantage of it by personally receiving substantial compensation from vendor organizations who used his nonprofit to defraud the federal food program." *Id.* at 3.

39. Abdimajid Nur served as a site supervisor for several Mind Foundry sites and signed several meal counts submitted on behalf of Mind Foundry sites. In 2025, Abdimajid Nur was found guilty of multiple counts of wire fraud, wire fraud conspiracy, money laundering, and conspiracy to commit money laundering in connection with his involvement in CACFP and SFSP. *United States of America v. Abdimajid Nur*, Judgment in a Criminal Case, Case No. 22-CR-124-NEB-DTS (D. Minn. Nov. 25, 2025).

40. Empire Cuisine and Market LLC ("Empire Cuisine") served as one of the primary vendors for the Mind Foundry sites. Empire Cuisine's co-owners and operators, Abdiaziz Farah

and Mohamed Ismail, were both indicted and found guilty of several crimes related to their participation in CACFP and SFSP. *United States of America v. Abdiaziz Farah*, Amended Judgment in a Criminal Case, Case No. 22-CR-124-NEB-DTS (D. Minn. Aug. 11, 2025); *United States v. Mohamed Ismail*, Judgment in a Criminal Case, Case No. 22-CR-124-NEB-DTS (D. Minn. Oct. 17, 2024). Farah and Ismail opened Empire Cuisine in April 2020. The restaurant was located at 232 Marschall Road in a small strip mall in Shakopee, MN. Within months, Empire Cuisine was claiming to prepare and deliver thousands of meals across the state.

41. PIN submitted numerous claims for reimbursement to MDE on behalf of the Mind Foundry sites for meals and snacks purportedly served from October 2020 to December 2021. As a result of these claims, MDE paid PIN over $32 million,[1] including over $23 million for Mind Foundry sites located in and around the Twin Cities metro area and Albert Lea.

MIND FOUNDRY							
	2020	2021					
Site Name	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4	Total Meals	Total Payments
Albright Townhomes		262,800	249,000	209,444	224,538	945,782	$ 2,489,622
Clifton Townhomes	78,328	246,400	171,000	138,492	55,760	689,980	$ 1,787,923
Heritage Hills Apartments		45,000	15,000			60,000	$ 199,950
Shamrock Court Apartments		118,000	144,000			262,000	$ 617,665
Stony Creek Estates					105,378	105,378	$ -
The Crossings at Valley View		63,600	15,000		4,486	83,086	$ 272,970
Winfield Townhomes	205,672	276,200	146,400	138,038	146,422	912,732	$ 2,655,831
Currie Park	98,562					98,562	$ 316,261
Scott Park		118,000	84,000	17,486	225,534	445,020	$ 1,074,044
The Landing: Minnesota River Herita	68,544					68,544	$ 219,941
Tot Park		163,372	360,864			524,236	$ 1,235,886
AL IHSAN		112,848	158,400	189,450	154,672	615,370	$ 1,584,046
Masjid As-Sunnah		720,000	408,000	277,640	213,778	1,619,418	$ 4,422,702
Samaha Islamic Center	181,820	391,320	348,000	251,400	358,252	1,530,792	$ 4,343,579
Cedar Culture Center		62,000	84,000	18,571		164,571	$ 344,195
Mind Foundry Learning Foundation		135,800				135,800	$ 320,149
Plymouth Academy		240,151	289,417	53,064		582,632	$ 1,393,654
Grand Total	632,926	2,955,491	2,473,081	1,293,585	1,488,820	8,843,903	$ 23,278,415

[1] The total payments for the Mind Foundry sites are reflected in the tables shown in Paragraph 41 (payments for Mind Foundry sites in Twin Cities metro area and Albert Lea), Paragraph 69 (payments for Mind Foundry sites in Owatonna), and Paragraph 78 (payments for Mind Foundry sites in Faribault).

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

42. The claims submitted on behalf of Mind Foundry sites were false and were supported by falsified records including invoices, meal counts, and attendance records, which dramatically inflated the number of meals served.

43. As the sponsor for these sites PIN was responsible for training and supervising these sites. Further, PIN was responsible for validating all claims it submitted on behalf of the sites it sponsored.

44. PIN repeatedly submitted claims for Mind Foundry sites, even though it knew or deliberately ignored clear indicators of fraud. In other instances, PIN proliferated the fraudulent claims, including by directing Mind Foundry sites to submit claims for meals that were not in fact served at that site; submitting claims on behalf of Mind Foundry sites with little to no documentation to support the claims; and directing Mind Foundry to create records to support claims that PIN had already submitted and MDE had already paid.

45. In mid-2020, PIN directed Mind Foundry sites to submit meal counts on behalf of Mind Foundry sites, even though the claimed meals were not in fact served at those sites, in violation of PIN's Agreements with MDE and PIN's Management Plan. For example, in June 2020, Kara Lomen, the Executive Director of PIN, emailed Mahad Ibrahim, saying that Lomen told Abdiaziz Farah "to go ahead and start the other Shakopee sites under Samaha and just do the meal counts there." In other words, Mind Foundry should submit meals counts under the Samaha site even though those meals were purportedly served somewhere else—specifically sites that MDE had not yet approved.

46. Emails like this continued in July when Lomen emailed Abdiaziz Farah, writing "Starting today, can you transition Samaha meal counts and count them under Empire? Like I

mentioned, we have Empire as a site now and would rather process the meals coming out of there as Empire and not Samaha."

47. In addition to directing its sites to submit false claims for meals served at one site but claimed to be served at another site, PIN failed to monitor and oversee the Mind Foundry sites as they began to operate. Numerous internal PIN emails show that PIN employees had limited insight into what was happening at the sites. For example, multiple emails show that PIN's employees were unaware of what food was being served at the sites, even though one of PIN's key roles was to make sure that the meals served met the program's healthy meal requirements. PIN emails also often showed confusion over what menus the sites were using, what days the sites were serving, or what food was being served.

48. In violation of its roles and obligations as a Sponsor, PIN often failed to conduct timely monitoring visits of Mind Foundry sites.

49. For example, in February 2021, Lomen emailed Julius Scarver, a PIN employee and PIN's designated site monitor for the Mind Foundry sites, about missing and late documentation of site visits. In the email, Lomen directed Scarver for sites that PIN had failed to conduct a pre-operational site visit, to "do the pre-op at the same time and date it before their start date." In other words, Lomen instructed Scarver to falsely back date the forms so that it would appear as though the pre-operational visit was done on time, before the site began operating.

50. In additional emails in February and March, Lomen and Jodie Luzum, PIN's Director of Operations, wrote to Scarver and others at PIN about missing pre-operational visits and other monitoring visits with sites, including several Mind Foundry sites.

51. When PIN did conduct monitoring visits, those visits confirmed significant problems at Mind Foundry sites.

52. For example, in May 2021, a PIN employee attempted to conduct a visit at the Mind Foundry Tot Park site at a time when meals were to be served, but reported that "no one was there." Another visit in May showed that another Mind Foundry site was not following the nutrition guidelines. In June, a PIN employee attempted to conduct a monitoring visit at the Mind Foundry Al Ihsan site, but again no one was present distributing meals. In September, PIN employees attempted to conduct several visits and those visits revealed multiple problems, including, among other things, no food being served and sites taking attendance and meal counts incorrectly.

53. And when PIN employees did identify issues at sites and discussed internally disallowing certain days of claims, PIN ultimately submitted the claims to MDE for payment despite the problematic issues PIN had identified.

54. For example, after an October 2021 visit to the Mind Foundry Coopers Court site showed that the site was missing meal components, did not properly collect meal counts, and other issues, PIN employee Robyn Tousignant wrote in an internal email that all meals from October 16-22 should be disallowed. Nevertheless, PIN submitted claims for all days in October for the Mind Foundry Coopers Court site.

55. Not only did site visits confirm significant problems at Mind Foundry sites, but the documents submitted—or lack of documents submitted—also raised red flags and indicators of fraud.

56. Often times, PIN would not receive timely documentation from the Mind Foundry sites that was needed to substantiate compliant meals and snacks were served in reported

amounts. Missing documentation included missing meal counts, attendance records, menus, food production records, catering contracts, and invoices.

57. Even if PIN did not receive documentation to support the sites' claims, PIN would nonetheless submit claims for reimbursement to MDE. As an example, in June 2021, Lomen emailed Abdiaziz Farah and Mahad Ibrahim, stating: "I have March meal counts but no attendance, MDE needs it ASAP or will disallow all meals that were already paid. Can you please send me the March attendance ASAP. You served all 31 days for a total of 2506 per day."

58. In another example from March 2021, Luzum emailed Lomen about missing documentation for Mind Foundry sites, writing: "Did we happen to get attendance for As-Sunnah and Samaha? We really need to make sure we get that before we keep processing claims 🙁"

59. Then in July 2021, Lomen and Luzum emailed Mahad Ibrahim and Adbiaziz Farah, asking for attendance records and other information. In one email, Lomen wrote: "Just send [the attendance] when you can and I will try to sneak it in before they [MDE] notice it is missing. . . . Technically we should have all of the attendance and everything before we process . . . ."

60. When PIN did receive documents for Mind Foundry sites, those documents raised red flags.

61. Mind Foundry's rosters of children purportedly served meals and snacks were suspect on their face and often indicated fraud. For example, the rosters were often missing basic information, such as first or last names for children and parents and birthdates. The rosters also often included many duplicate names—both on the roster itself and then duplicate names with other rosters submitted by other sites.

62. Moreover, there were significant discrepancies between the documents submitted, which should have caused PIN to question the validity and reliability of the information. For example, there were often inconsistencies between meal counts and attendance records, rosters and contracted meal amounts, menus and stated meal times.

63. Rather than investigating these discrepancies or conducting further monitoring or oversight to ensure the sites were serving the thousands of meals that they claimed to be, PIN would instead try to "fix" the documents or make the information "match." For example:

a. In one April 2021 email, Lomen wrote to the Mind Foundry-Al Ihsan site about "needing meal counts and attendance that match for February 😊"

b. In another April 2021 email, Lomen wrote to Abdiaziz Farah and Mahad Ibrahim re "Lots of Things I need," and asked for records from February and March and that the records that "match."

c. In May 2021, Lomen asked Abdiaziz Farah to "fix these Feb meal counts"

d. In November 2021, Lomen asked Abdiaziz Farah to "update and send [] a new [September] invoice" because the prior invoice was approximately $6,000 but Farah was paid over $50,000.

64. If certain records did not match or if the meal count was incorrect, Lomen and Christine Twait, then-PIN board member and operator of My Food Program (a software program used by PIN), would "fix" the claims, often resulting in higher claims and more money.

65. Lomen also instructed Twait to "fix" rosters that had missing ages.

66. Many of the Mind Foundry sites also showed a profit, which should have raised significant concerns to PIN about how these sites that were purportedly serving thousands of

children, were able to turn a profit in light of the relatively low reimbursement rates for the meals served.

67. In particular, during the relevant time period the following sites showed a profit: Mind Foundry-Lifestyle (September 2021); Mind Foundry-Albright Townhomes (September 2021); Mind Foundry-Winfield Townhomes (September 2021); Mind Foundry-Coopers Court (September 2021); Mind Foundry-Scott Park (October 2021); Mind Foundry-Plymouth Academy (October 2021); Mind Foundry-Cedar Run (November 2021); Mind Foundry-Heather Court (November 2021); and Mind Foundry-Coopers Court (November 2021).

68. Despite the concerns about profit, PIN nevertheless submitted claims on behalf of these sites even for months during which the site showed a profit.

69. PIN submitted claims from Mind Foundry sites for an implausibly high volume of meals and snacks that should have been red flags. For example, PIN sponsored four Mind Foundry sites purportedly serving meals in Owatonna, Minnesota, a town of approximately 26,500 residents in 2022. In 2021, each of the four Owatonna sites claimed over $1 million in meal reimbursement for over 500,000 meals.

MIND FOUNDRY - OWATONNA						
	2021					
Site Name	Qtr1	Qtr2	Qtr3	Qtr4	Total Meals	Total Payments
Cedar Run	119,750	162,000	108,080	294,408	684,238	$ 1,697,091
Coopers Court	119,750	162,000	112,500	217,978	612,228	$ 1,463,162
Heather Court	119,750	162,000	78,314	164,882	524,946	$ 1,233,347
Parkview Heights	119,750	162,000	106,672	194,192	582,614	$ 1,385,760
Grand Total	479,000	648,000	405,566	871,460	2,404,026	5,779,359

70. Alarmingly, each of the four Mind Foundry sites in Owatonna claimed to have served the same exact numbers of meals and snacks every month from January 2021 to June 2021.

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

71. Luzum noted this concerning pattern and wrote to Abdiaziz Farah, "can you advise on how/why all of the Owatonna sites distributed the same number at every site, every week?"

72. In addition to these concerning patterns, the number of children purportedly being served was extremely high for the area. During much of that time, the Mind Foundry sites in Owatonna claimed to each serve 1,125 children per day, for a total of 4,500 children per day, almost the entire size of the Owatonna Public School District.

73. Despite these concerns, PIN continued to submit claims to MDE for payment on behalf of the Mind Foundry Owatonna sites.

74. The suspicious patterns and meal counts alone were enough to raise serious red flags as to the validity of Mind Foundry's claims, but much like the other Mind Foundry sites, the documents also confirmed significant problems at the Mind Foundry Owatonna sites. For example, the rosters and attendance sheets for the Owatonna sites were often missing important information such as dates of attendance, children's last names, and children's birthdates. These documents often did not distinguish between the four Owatonna sites, raising serious concerns about the validity of the meal counts and service of meals.

75. PIN also appears to have submitted claims for Mind Foundry Owatonna sites despite having no documentation to support the claims. For example, in June, Lomen wrote to Mahad Ibrahim: "We processed a claim for Cedar Run for March but I did not receive their meal counts or attendance . . . please send me meal counts and dated attendance for Cedar Run ASAP . . . . You served all 31 days for 1125 each day."

76. In addition, PIN's monitoring visits to the Owatonna sites also confirmed significant issues. For example, PIN conducted visits in September 2021 in Owatonna, which

showed, among other things, that the sites were not taking attendance correctly and were missing required meal components.

77. PIN also sponsored four Mind Foundry sites purportedly serving meals in Faribault, Minnesota, a town of approximately 24,500 residents in 2022.

78. Similar to the Mind Foundry Owatonna sites, the Mind Foundry Faribault sites often claimed to serve the exact same very large number of children in a month. For example, in January and February 2021, Four Seasons Apartments and Lifestyle Inc Apartments both claimed to serve 31,384 meals and 31,384 snacks. In March 2021, Four Seasons Apartments and Autumn Holdings Apartment both claimed to serve 10,850 meals and 10,850 snacks. In May and June 2021, all four Faribault sites claimed to serve 21,000 meals and 21,000 snacks.

MIND FOUNDRY - FARIBAULT							
	2020	2021					
Site Name	Qtr4	Qtr1	Qtr2	Qtr3	Qtr4	Total Meals	Total Payments
Autumn Holdings Apartments	32,400	78,800	78,000	67,890		257,090	$ 771,380
Four Seasons Apartments		147,468	84,000	70,958	122,302	424,728	$ 1,150,476
Greenwood Place Apartments		45,000	81,000	27,996	85,682	239,678	$ 638,643
Lifestyle Inc Apartments		150,568	84,000	23,806	992	259,366	$ 703,928
Grand Total	32,400	421,836	327,000	190,650	208,976	1,180,862	$ 3,264,427

79. Documents from the Mind Foundry Faribault sites also raised red flags.

80. Similar to other Mind Foundry sites, there were significant discrepancies between the number of children on Mind Foundry's rosters and the catering contracts reflecting how many meals the vendor would provide to the site.

81. Moreover, when discrepancies became apparent, rather than question the site's operations or the validity of the meals purportedly being served, PIN would direct Mind Foundry and the vendor to "fix" the documents. For example, in April 2021, Lomen emailed Abdiaziz Farah about the attendance records for the Lifestyle Inc Apartments site, writing "I need this to have 350 kids on it 😊." Lomen attached a March attendance sheet that had just 53 names with

no birthdates and no parents' names. However, PIN submitted a March claim for Lifestyle Inc Apartments for 10,850 meals and 10,850 snacks, with a daily average attendance of 350 kids. As a result of this claim, MDE paid PIN over $50,000.

82. PIN's monitoring visits to the Mind Foundry Faribault sites also reflected significant problems. For example, during a September 2021 visit, PIN employees noted that the Autumn Holdings Apartments site and the Greenwood Place Apartments site were not serving meals, and at the Four Seasons Apartments site, the staff was not taking meal counts and attendance correctly and the site was missing required meal components. Despite these identified problems, PIN submitted claims for payment to MDE for these sites in September 2021.

B. PIN Knowingly Submitted False Claims on Behalf of Multiple Community Services and Matthews Park Sites.

83. Starting in December 2020, PIN sponsored a site referred to as Multiple Community Services ("MCS") located in Minneapolis. By November 2021, MCS had grown to four sites with locations in Minneapolis, Faribault, and Osseo.

84. Through PIN's sponsorship, MCS sites participated in both SFSP and CACFP. PIN received over $4.6 million dollars for meals and snacks purportedly distributed at MCS sites.

85. PIN also sponsored a site referred to as NAYSC - Matthews Park ("Matthews Park") which operated as an SFSP site from January through April of 2021. PIN received over $5 million dollars for meals purportedly distributed at Matthews Park.

86. MCS and Matthews Park sites were both run by Anab Artan Awad who pled guilty to wire fraud and conspiracy to commit wire fraud in 2022 related to her participation in federal child nutrition programs. *See United States of America v. Anab Artan Awad,* Plea

Agreement and Sentencing Stipulations, Criminal Nos. 22-226(3) and 21-56(10) (D. Minn. 2022).

87. In her plea agreement, Awad acknowledged that she received federal child nutrition program funds based upon fraudulent information, such as falsified invoices and meal count records with substantially inflated figures. *Id.* at 2-3. Awad also acknowledged that she "failed to purchase or acquire the types of food that was required under the Federal Child Nutrition Program, such as fruit." *Id.* at 3.

88. At the Matthews Park site, Awad claimed to have served more than 1.5 million meals to children from January 2021 to April 2021, which amounts to approximately 12,600 meals to children daily. *Id.* at 3. In her plea agreement, Anab acknowledged that operations at that location served only a fraction of the meal amounts claimed and that the purported food vendor "did not provide food during the time period claimed." *Id.* at 3.

89. In addition, Awad's plea agreement notes that none of the names on the attendance rosters submitted for "Golden Meadows," an MCS site located in Faribault, matched the names of actual children enrolled in the Faribault School District. *Id.* at 3.

90. Awad's sites also worked with a number of vendors whose principals have been criminally indicted for their participation in the federal child nutrition programs, including Haji's Kitchen LLC ("Haji's Kitchen"), The Produce LLC ("The Produce"), Karmel Coffee, LLC ("Karmel Coffee"), and Sambusa King, Inc. ("Sambusa King").

91. The principal of Haji's Kitchen, Haji Salad, pled guilty to wire fraud in 2024 for knowingly participating in a scheme to obtain and misappropriate federal child nutrition program funds. *See United States of America v. Haji Osman Salad*, Plea Agreement and Sentencing Stipulations, Criminal No. 22-226(1) (D. Minn. 2024). In his plea agreement, Salad

acknowledged that, "[b]etween in or about June 2020 and March 2022, [Salad] falsely claimed that his business, Haji's Kitchen, was a food vendor for more than 15 million meals to various Federal Child Nutrition Program sites in Minnesota" and that he "received millions of dollars in Federal Child Nutrition Program money for food expenses he did not actually incur." *Id.* at 2.

92. The principal of The Produce, Fahad Nur, was indicted in 2022 for wire fraud, conspiracy to commit money laundering, and money laundering related to his participation in federal child nutrition programs as a vendor. Nur fled the country in 2022 approximately one week after federal agents executed multiple search warrants in Minnesota concerning the federal child nutrition programs. *See United States of America v. 1. Haji Osman Salad, 2. Fahad Nur, et al.,* Superseding Indictment at 7, 22-CR-226 (D. Minn. 2023).

93. The principal of both Karmel Coffee and Sambusa King, Abdulkadir Awale, pled guilty to wire fraud in 2023 for knowingly participating in a scheme to obtain and misappropriate federal child nutrition program funds. Awale's plea agreement notes that he "transferred approximately $3 million to accounts controlled by Awad for whom Awale was an ostensible vendor when, in fact, ***[Awale] supplied Awad's sites with no food***." *United States of America v. Abdulkadir Awale*, Plea Agreement and Sentencing Stipulations at 4, Criminal No. 22-226(8) (D. Minn. 2023) (emphasis added).

94. PIN submitted numerous claims for reimbursement to MDE on behalf of MCS and Matthews Park sites for meals and snacks purportedly served between December 2020 and February 2022. As a result of these claims, MDE paid PIN over $9.6 million dollars.

MULTIPLE COMMUNITY SERVICES						
	CACFP		SFSPN		Total	Total
Location	Snack	Supper	Breakfast	Lunch	Meals	Payments
38th St. Site						
December-20			139,500	139,500	279,000	$ 895,241
February-21	20,587	20,587			41,174	$ 97,068
March-21	25,641	25,641			51,282	$ 120,897
April-21	28,665	28,665			57,330	$ 135,155
May-21	29,335	29,335			58,670	$ 138,315
June-21	26,000	26,000			52,000	$ 122,590
July-21			37,800	37,800	75,600	$ 251,937
August-21			62,000	62,000	124,000	$ 413,230
September-21	29,554	29,554	8,070	8,070	75,248	$ 199,192
October-21	76,554	76,554			153,108	$ 376,646
November-21	78,896	78,896			157,792	$ 388,168
December-21	83,613	83,613			167,226	$ -
January-22	15,500	15,500			31,000	$ -
February-22	2,500	2,500			5,000	$ -
Park Ave. Site						
October-21	79,341	79,341			158,682	$ 390,358
November-21	81,832	81,832			163,664	$ 402,613
December-21	84,563	84,563			169,126	$ -
January-22	2,732	2,732			5,464	$ -
Dayton Site						
November-21	26,015	26,015			52,030	$ 127,994
December-21	46,362	46,362			92,724	$ -
January-22	2,500	2,500			5,000	$ -
Golden Meadows Site						
October-21	49,985	49,985			99,970	$ 245,926
November-21	60,160	60,160			120,320	$ 295,987
December-21	55,627	55,627			111,254	$ -
January-22	15,500	15,500			31,000	$ -
February-22	9,949	9,949			19,898	$ -
Grand Total	931,411	931,411	247,370	247,370	2,357,562	$ 4,601,318

MATTHEWS PARK				
	SFSPN		Total	Total
Date	Breakfast	Lunch	Meals	Payments
January-21	201,500	201,500	403,000	$ 1,342,998
February-21	182,000	182,000	364,000	$ 1,213,030
March-21	201,250	201,250	402,500	$ 1,341,331
April-21	175,500	175,500	351,000	$ 1,169,708
Grand Total	760,250	760,250	1,520,500	$ 5,067,066

95. As acknowledged in the plea agreements described above, claims submitted by PIN on behalf of MCS and Matthews Park sites were false and were supported by falsified

records including invoices, meal counts, and attendance records, which dramatically inflated the number of meals served.

96. As the Sponsor for these sites PIN was responsible for training and supervising these sites. Further, PIN was responsible for validating all claims it submitted on behalf of the sites it sponsored.

97. PIN repeatedly submitted claims on behalf of sites run by Awad, despite contemporaneous knowledge that (1) certain sites were not operational during time periods claimed or that meals claimed were not served at the claimed site location, (2) sites were showing serious red flags indicating fraud, and (3) PIN did not have adequate documentation and oversight to appropriately verify claims pursuant to their SFSP and CACFP agreements with MDE.

98. For example, PIN's internal emails from December 2020 indicate that PIN believed the MCS site at 310 E 38th Street #304 in Minneapolis ("MCS 38th Street") was not yet operating.

99. Despite PIN's knowledge that MCS 38th Street was not operating in December 2020, PIN submitted a December 2020 SFSP claim on behalf of MCS 38th Street for 139,500 breakfasts and 139,500 lunches (an average of 4,500 breakfasts and lunches per day) for a total claim of $895,241.25 for the month.

100. Similarly, PIN's internal emails from May 2021 indicate that PIN believed MCS 38th Street had stopped operating at the end of March and did not serve meals in April.

101. Despite PIN's knowledge or contemporaneous belief that MCS 38th Street was not operating in April, PIN submitted an April 2021 CACFP claim on behalf of MCS 38th Street for 28,665 meals and 28,665 snacks and received payment of $135,155.

102. As to the Matthews Park site, internal documents show that PIN allowed Matthews Park to begin operations in December 2020 before MDE had granted approvals for the site to begin meal service. At the end of the month, when PIN was unable to submit a claim for Matthews Park, emails suggest that instead of disallowing the meals or eating the cost, PIN artificially inflated meal counts at other sites under its sponsorship to "absorb" meals served at other unapproved locations including Matthews Park. In other words, PIN knowingly falsified claims to MDE to gain reimbursement for meals purportedly served at unapproved sites.

103. PIN also repeatedly ignored or recklessly disregarded serious red flags indicating ongoing fraud at sites controlled by Awad including MCS sites and Matthews Park.

104. For example, from January 2021 through April 2021 the Matthews Park site reported extremely high meal counts, claiming to serve approximately 12,600 meals daily. During this same period, PIN failed to conduct timely monitoring visits to Matthews Park. Despite these implausible numbers and PIN's failure to appropriately supervise the site's meal distribution, PIN submitted claims to MDE totaling more than $5 million on behalf of this site for this four-month period.

105. In May 2021, internal emails show that a PIN employee attempted to conduct a site monitoring visit at an MCS site but found that "No one was at site. Doors were locked." Even so, PIN submitted a May 2021 CACFP claim on behalf of MCS for 29,335 meals and 29,335 snacks and received payment of $138,315 based on those submissions.

106. In November 2021, PIN staff communications note that Haji Salad of Haji's Kitchen who had purportedly been providing meals to MCS's Minneapolis location "had no idea that he was not the vendor anymore." Instead of providing increased scrutiny or alerting MDE,

PIN employees coordinated the retroactive execution of a catering contract to provide the required documentation for prior months purportedly vended by Haji's Kitchen.

107. Also in November 2021, emails show that PIN employees began to ask questions about implausibly large rosters at MCS sites including MCS Park Avenue, located at 2750 Park Avenue in Minneapolis, which reported that it was serving 2,729 children per day and Golden Meadows, 1415 Prairie Ave SW in Faribault which claimed to be routinely serving more than 2,000 children per day.

108. Later that same month, internal emails show that PIN identified "TONS of duplicate[]" children who appeared on CACFP rosters at both MCS 38th Street and another site referred to as Hobyo Health Care Foundation. Again, instead of reporting evidence of possible fraud to MDE or auditing prior claims by MCS sites, PIN allowed the site principals to discuss the issue and report back as to which roster to keep the children on.

109. Even though PIN had previously noted serious issues with MCS's rosters including implausible attendance numbers and large numbers of duplicates, PIN employees complied with a questionable request from Awad to transfer hundreds of children from one MCS roster to another. In an email My Food Program operator Christine Twait asked "Do you still want me to just make 728 random kids inactive and put them over on the new site? I can do that, it just seems sketchy lol." PIN employee Luzum replied, "Yup I would lol."

110. Despite PIN's knowledge of these red flags, PIN continued to submit extremely large claims on behalf of MCS sites to MDE in December 2021 and January 2022, representing that the claims accurately represented the number of meals served, that records were available to support the claims, and that the claims were in accordance with the Program Agreement. These claims include $1,012,930 in claims submitted on December 3, 2021, for meals purportedly

served by MCS sites in October 2021; $1,214,763 in claims submitted on January 7, 2022, for meals purportedly served by MCS sites in November 2021; and $1,329,212 in claims submitted on January 14, 2022, for meals purportedly served by MCS sites in December 2021.

111. Finally, beyond these major red flags, persistent issues with documentation plagued PIN's oversight of MCS sites and Matthews Park throughout 2021 and should have been an independent cause for concern.

112. For example, with respect to Matthews Park, PIN's internal documents show significant issues with documentation and oversight including missing site visits and catering contracts.

113. Similarly, with respect to MCS, site records were often missing or significantly delayed including meal counts, menus, and food production records. Catering contracts were missing and sometimes created after the fact. MCS attendance records revealed suspiciously uniform numbers across specific months. For example, March attendance records report exactly 333 children attending the MCS 38th Street site on each day of meal service in March. And invoices submitted from vendors for meals purportedly served by MCS were largely inadequate, providing no detail as to what was purchased and what types of meals were served.

C. PIN Knowingly Submitted False Claims on Behalf of Gedo Community Services Sites.

114. Starting in December 2020, PIN sponsored a site referred to as Gedo Community Services ("Gedo") located in Burnsville. PIN later added two more sites affiliated with Gedo: one site in Minneapolis and another in Pelican Rapids.

115. Kawsar Jama controlled Gedo Community Services and operated the three Gedo sites sponsored by PIN. In 2024, Jama pled guilty to wire fraud related to her participation in CACFP and SFSP, admitting that from "about June 2020 through 2022," she "knowingly

participated in a fraudulent scheme to obtain and misappropriate millions of dollars in Federal Child Nutrition Program funds." *United States of America v. Kawsar Jama,* Plea Agreement and Sentencing Stipulations at 2, Criminal No. 22-226(6) (D. Minn. 2024). In particular, Jama admitted that she "repeatedly caused the submission of fraudulent and false information to receive money from [CACFP and SFSP]. In some instances, [Jama] submitted claims containing attendance records with either fake names or with names of children whom she did not feed. [Jama] also submitted claims with fraudulent food invoices with food purchases that were false or substantially inflated." *Id.* at 2-3.

116. The Gedo sites worked with several vendors implicated in the submission of false and fraudulent claims in connection with federal child nutrition programs, including Haji's Kitchen and Safari Express.

117. As Jama admitted in her plea agreement, Haji's Kitchen was "[o]ne of the main food vendors" for her sites. *Id.* at 2. "[I]n reality, [Haji's Kitchen, run by Haji Salad] was a fraudulent vendor . . . who provided little, if any, food. Salad provided [Jama] with false food invoices, which [Jama] then used as part of her fraudulent claims for reimbursement . . . ." *Id.*

118. As mentioned above in Paragraph 90, Salad pled guilty to wire fraud in 2024 for knowingly participating in a scheme to obtain and misappropriate funds. In his plea agreement, Salad admitted that among the largest claimants of his purported food were food sites fraudulently operated by his co-defendants, including Kawsar Jama. *United States of America v. Haji Osman Salad,* Plea Agreement and Sentencing Stipulations at 2, Criminal No. 22-226(1) (D. Minn. 2024).

119. Another vendor who purportedly supplied food to Gedo's sites was Safari Express. Sade Hashi, the principal of Great Lakes Inc. which did business as Safari Express, was

indicted for wire fraud and conspiracy to commit federal programs bribery in 2023. *See United States of America v. Sade Osman Hashi,* Indictment, 23-CR-00081 (D. Minn. 2023). Hashi is believed to have fled the country.

120. PIN submitted dozens of claims for reimbursement to MDE on behalf of the Gedo sites for meals and snacks purportedly served from December 2020 to December 2021. As a result of these claims, MDE paid PIN over $3.3 million,[2] including over $1.6 million for the Gedo Burnsville site and over $1.1 million for the Gedo Minneapolis site.

GEDO COMMUNITY SERVICES						
	CACFP		SFSPN		Total	Total
Location	Snack	Supper	Breakfast	Lunch	Meals	Payments
Burnsville						
December-20			26,350	26,350	52,700	$ 169,101
January-21	10,260	10,260	26,350	26,350	73,220	$ 223,999
February-21	23,800	23,800	23,800	23,800	95,200	$ 270,844
March-21	26,350	26,350	26,350	26,350	105,400	$ 299,863
April-21	18,700	18,700	25,500	25,500	88,400	$ 258,128
May-21	26,350	26,350			52,700	$ 124,240
June-21	10,200	10,200			20,400	$ 48,093
September-21	20,419	20,419			40,838	$ 100,461
October-21	32,807	32,807			65,614	$ 161,410
November-21	32,219	32,219			64,438	$ -
December-21	33,290	33,290			66,580	$ -
Minneapolis						
February-21	23,800	23,800			47,600	$ 112,217
March-21	26,350	26,350			52,700	$ 124,240
April-21	18,700	18,700			37,400	$ 88,171
May-21	26,350	26,350			52,700	$ 124,240
June-21	10,200	10,200			20,400	$ 48,093
September-21	23,791	23,791			47,582	$ 117,052
October-21	36,580	36,580			73,160	$ 179,974
November-21	34,859	34,859			69,718	$ 171,506
December-21	36,876	36,876			73,752	$ 181,430
Grand Total	471,901	471,901	128,350	128,350	1,200,502	$ 2,803,062

[2] The total payments for the Gedo sites are reflected in the tables in Paragraph 120 (payments for Gedo sites in Burnsville and Minneapolis) and Paragraph 137 (payments for Gedo site in Pelican Rapids).

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

121. As acknowledged in the plea agreements described above, claims submitted on behalf of Gedo sites were false and were supported by falsified records including invoices, meal counts, and attendance records, which dramatically inflated the number of meals served.

122. As the sponsor for these sites PIN was responsible for training and supervising these sites. Further, PIN was responsible for validating all claims it submitted on behalf of the sites it sponsored.

123. PIN repeatedly submitted claims on behalf of Gedo sites, despite knowing that (1) Gedo's site operator, Kawsar Jama, did not want to follow program rules; (2) sites were showing serious red flags indicating fraud; and (3) PIN did not have adequate documentation and oversight to appropriately verify claims pursuant to their SFSP and CACFP agreements with MDE.

124. Before even submitting claims, PIN had significant concerns about the Gedo sites and Kawsar Jama. In particular, after MDE granted PIN's site ID request for the Gedo-Burnsville site, Lomen emailed PIN employee Scarver about the site, noting that the site would be "tricky" because the operator, Kawsar Jama, wanted "to do things that are not allowed . . . ."

125. Despite PIN's concerns about the site, PIN failed to conduct timely monitoring visits of the Gedo-Burnsville site. Notably, in February 2021, months after the Gedo-Burnsville site began operating, PIN had not yet completed a first month visit to the site.

126. When PIN did conduct site visits, those visits confirmed significant problems. For example, in May 2021, a PIN employee attempted to visit the Gedo-Burnsville site, however, when he arrived at the site, there was no one handing out food and the employee noted that there were no signs that food had been present at the site.

127. That same employee attempted a visit a few days later but the PIN employee's monitoring visit form notes that the employee "didn't see anyone pick up food," "didn't see hot food," and "didn't see any hot food or grocery bags," writing that the "food was on delivery."

128. Despite these alarming visits which alerted PIN to the lack of meal service, PIN nevertheless submitted a claim to MDE on behalf of the Gedo-Burnsville site for May 2021, claiming that the site had served 850 children every day in the month of May, including the days the PIN employee conducted site visits and noted that there was no evidence that food had been present at the site. As a result, PIN received over $124,000 from MDE for meals purportedly served in May 2021.

129. PIN internal emails also reflected significant problems at Gedo's sites. Several emails show that PIN regularly raised issues with Gedo's documentation. As one example, in October 2021, Lomen emailed a PIN employee about Gedo's September claim, writing "their meal counts are spotty and it doesn't look like they are doing point of service. . . ." Despite these concerns, PIN nevertheless submitted September claims on behalf of the Gedo's sites, which in total claimed to have served more than 40,000 suppers and 40,000 snacks in September.

130. When Gedo's documentation was problematic, PIN employees would tell them they needed to "fix" discrepancies. Lomen emailed Haji Salad about Gedo in October 2021, stating "Also, they only took meal counts for 6 children. . . . [Jama] needs to fix her meal counts first." In another email Lomen told Kawsar Jama in November 2021, "your meal counts do not look correct or consistent for the month."

131. Despite all of these concerns, PIN continued to submit extremely high claims to MDE for reimbursement for Gedo's sites.

132. Alarmingly, the Gedo Burnsville site and the Gedo Minneapolis site claimed to have served the same number of snacks and suppers every day from February through mid-June 2021. Despite the implausibility that two sites would serve exactly the same number of meals every day for months, PIN submitted these claims to MDE for reimbursement.

133. In July 2021, PIN applied to MDE for a new Gedo site located in Pelican Rapids—a town of approximately 2,500 in western Minnesota—to participate in CACFP. In September, the Gedo-Pelican Rapids site claimed to serve an average of 67 children per day. In October, the daily average attendance jumped to over 1,400 children per day.

134. In addition to the extremely high, and entirely unrealistic, number of children that the site was purportedly serving, the documents Gedo-Pelican Rapids sent to PIN raised significant red flags. In particular, the rosters that Gedo-Pelican Rapids provided to PIN contained significantly fewer names than the site claimed to serve and many of the names were repeated. In one instance, one roster had the same children's names repeated 18 times, meaning the roster contained only 60 children's names.

135. Kawsar Jama also sent invoices to PIN to support the meals purportedly provided at the Gedo-Pelican Rapids site, but these invoices included no detail about the food supplied and provided extremely high, round numbers of meals and snacks that were purportedly provided to the site. For example, in November 2021, Jama sent an invoice to PIN, claiming that Haji's Kitchen provided 70,000 snacks and 70,000 suppers to the Gedo-Pelican Rapids site between October 14 and October 31, 2021, for an average of 5,000 snacks and 5,000 suppers every day.

136. In December, PIN received reports of fraud at the Gedo-Pelican Rapids site. The reports included allegations that the sites were "corrupt[]" and "the number of people they told you [is] not right, they [are] using our children's names with no permission" with a plea to stop

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

the site. Lomen also received text messages, claiming that "they are using the money to fund houses in Kenya and Somalia." In an email to PIN employees, Lomen wrote: "We need to get someone to Pelican Rapids ASAP to do an unannounced site visit in person. I am not sure if we have physically been there?"

137. After learning of these reports and despite a lack of oversight, PIN nevertheless submitted three claims for reimbursement for the Pelican Rapids site totaling over $550,000.

GEDO COMMUNITY SERVICES				
	CACFP		Total	Total
Location	Snack	Supper	Meals	Payments
Pelican Rapids				
September-21	1,273	1,273	2,546	$ 6,263
October-21	43,812	43,812	87,624	$ 215,555
November-21	40,759	40,759	81,518	$ 200,534
December-21	31,000	31,000	62,000	$ 152,520
Grand Total	116,844	116,844	$ 233,688	$ 574,872

D. PIN Knowingly Submitted False Claims on Behalf of Minnesota's Somali Community Sites.

138. Starting in November 2020, PIN sponsored a site affiliated with an organization called "Minnesota's Somali Community" located in Minneapolis. PIN later added two more sites with Minnesota's Somali Community: another site in Minneapolis and a site in Crystal.

139. Sharmarke Issa was the principal of Minnesota's Somali Community. In 2024, Issa pled guilty to wire fraud related to his participation in CACFP and SFSP. *See United States of America v. Sharmarke Issa*, Plea Agreement and Sentencing Stipulations, Criminal No. 22-226(4) (D. Minn. 2024). In particular, Issa admitted that he "falsely claimed his sites served at least 2.3 million meals to children" and that he "falsely claimed to have made substantial payments to his supposed food suppliers." In reality, Issa's operations "served only a portion of the meals claimed." *Id.* at 2.

140. Minnesota's Somali Community used Haji's Kitchen as a vendor. In Salad's plea agreement, he admitted that among the largest claimants of purported food were food sites fraudulently operated by his co-defendants, including Sharmarke Issa.

141. Minnesota's Somali Community also worked with a vendor called "The Produce." As explained above, the principal of The Produce was indicted for several crimes related to his participation in the federal child nutrition program as a vendor and fled the country. *See United States of America v. 1. Haji Osman Salad, 2. Fahad Nur, et al.,* Superseding Indictment at 7, 22-CR-226 (D. Minn. 2023).

142. PIN submitted claims for reimbursement to MDE on behalf of the Minnesota's Somali Community sites for meals and snacks purportedly served from November 2020 to February 2022. As a result of these claims, MDE paid PIN over $7.1 million,[3] including over $6.6 million for Minnesota's Somali Community main site.

MINNESOTA'S SOMALI COMMUNITY						
	CACFP		SFSPN		Total	Total
Location	Snack	Supper	Breakfast	Lunch	Meals	Payments
Main Site						
November-20			4,431	4,431	8,862	$ 28,436
December-20			153,638	153,638	307,276	$ 985,972
January-21	24,743	24,743	155,000	155,000	359,486	$ 1,149,738
February-21	55,818	55,818	133,329	133,329	378,294	$ 1,151,820
March-21	77,500	77,500	152,677	152,677	460,354	$ 1,383,005
April-21	25,734	25,734	54,376	54,376	160,220	$ 483,752
May-21	78,354	78,354			156,708	$ 369,439
June-21	23,881	23,881			47,762	$ 112,599
July-21			22,405	22,405	44,810	$ 149,329
August-21			60,675	60,675	121,350	$ 404,399
September-21	29,126	29,126	11,938	11,938	82,128	$ 222,867
October-21	45,581	45,581			91,162	$ 224,259
February-22	14,000	14,000			28,000	$ -
Grand Total	374,737	374,737	748,469	748,469	2,246,412	6,665,614

[3] The total payments for the Minnesota's Somali Community sites are reflected in the tables in Paragraph 142 (payments for Minnesota's Somali Community main site) and Paragraph 157 (payments for Minnesota's Somali Community Chicago site and Crystal site).

143. As acknowledged in the plea agreements noted above, claims submitted on behalf of Minnesota's Somali Community sites were false and were supported by falsified records.

144. As the sponsor for the Minnesota's Somali Community sites, PIN was responsible for training and supervising these sites. Further, PIN was responsible for validating all claims it submitted on behalf of the sites it sponsored.

145. PIN repeatedly submitted claims on behalf of Minnesota's Somali Community sites, despite knowing that (1) the number of meals purportedly served skyrocketed quickly after the first day of operation; (2) sites and their supporting documentation were showing serious red flags indicating fraud; and (3) PIN did not have adequate documentation and oversight to appropriately verify claims pursuant to their SFSP and CACFP agreements with MDE.

146. First, PIN should have been alerted to the likelihood of fraud when the number of meals purportedly served at the Minnesota's Somali Community site quickly climbed to thousands per day.

147. In fact, on the very first day of service, Minnesota's Somali Community claimed to serve over 1,700 breakfasts and 1,700 lunches as a part of SFSP.

148. In January, the Minnesota's Somali Community site also started to participate in CACFP. In the first 13 days of operating as a CACFP site, Minnesota's Somali Community claimed to serve 24,784 snacks and 24,743 suppers, approximately 1,900 children per day. The daily attendance was as high as 2,500 children in March 2021.

149. Not only were the meals counts unbelievably high, but the documents that PIN received from Minnesota's Somali Community should have raised significant concerns about the validity of the site's meal counts.

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

150. For example, Minnesota's Somali Community submitted rosters to PIN to support the meals it was purportedly serving as part of CACFP, but the rosters were missing full names, birth dates, and parents' names.

151. In addition, attendance records for the site claimed 100% attendance for hundreds of children, day after day and week after week.

152. The invoices submitted to PIN on behalf of Minnesota's Somali Community also raised red flags. In particular, the invoices provided no detail about what food was being provided. Rather the invoices reflected thousands of meals and snacks being provided to the site without any information as to what food items were provided in those meals and snacks and whether that purported food met program requirements for reimbursement under CACFP or SFSP.

153. In addition to the Minneapolis site, PIN also sponsored two additional sites affiliated with Minnesota's Somali Community, the Chicago site and the Crystal site, but failed to conduct any oversight of these sites while they were purportedly serving meals and snacks for CACFP.

154. In fact, PIN was not aware that these sites had begun operating until mid-October 2021, over 6 weeks after the sites claimed to have started serving meals.

155. Moreover, it appears that PIN conducted no site visits and failed to collect any documents related to these sites until November.

156. In November, PIN employee Robyn Tousignant expressed concerns about the lack of information about these sites, noting that "I do not know how they are taking meal counts or what roster they are operating from."

157. In November and December 2021 and after full knowledge and understanding of the issues described above, PIN nevertheless submitted claims to MDE for September and October 2021 on behalf of the Chicago site and the Crystal site, despite having conducted no visits and having no oversight of these sites in September or October.

MINNESOTA'S SOMALI COMMUNITY				
	CACFP		Total	Total
Location	Snack	Supper	Meals	Payments
Chicago Site				
September-21	21,399	21,399	42,798	$ 105,283
October-21	23,772	23,772	47,544	$ 116,958
Crystal Site				
September-21	19,787	19,787	39,574	$ 97,352
October-21	28,333	28,333	56,666	$ 139,398
Grand Total	93,291	93,291	186,582	458,992

158. PIN received over $458,000 from MDE as a result of these claims.

E. Additional Sites Sponsored by PIN Have Been Implicated in Criminal Indictments.

159. PIN served as the Sponsor for dozens of other sites that raised similar red flags and were affiliated with site operators and/or vendors that have been criminally indicted for crimes related to their participation in fraud in CACFP and SFSP. Below are just a few examples of the dozens of PIN sites that have been implicated in federal criminal indictments.

160. PIN sponsored several sites affiliated with Action for East African People. Ayan Abukar was the founder and executive director for Action for East African People. Abukar pled guilty to conspiracy to commit wire fraud. *United States of America v. Ayak Abukar*, Plea Agreement and Sentencing Stipulations, Criminal No. 23-80 (NEB/DTS) (D. Minn. Jan. 24, 2025). Abukar admitted that she "fraudulently claimed to be serving meals to more than 5,000 children a day to [] various sites through Minnesota. However, the number of meals that [Action for East African People] purported to serve at its distribution sites was significantly inflated and

Abukar only provided a fraction of those meals." *Id.* at 2. "In support of these fraudulent claims, Abukar created and submitted fake documentation to cover up the fraud," including fraudulent meal counts and fake attendance rosters. *Id.* at 3. PIN received over $1.4 million from MDE as a result of PIN's claims made on behalf of the Action for East African People sites.

161. PIN sponsored a site at Harmon Park operated by Fahad Nur. As discussed above, Nur was indicted for wire fraud in 2022 and fled the country. PIN received approximately $1.96 million from MDE as a result of PIN's claims made on behalf of the Harmon Park site.

162. PIN also sponsored a site operated by Hobyo Health Care Foundation. Abdikadir Kadiye was the president of Hobyo Health Care Foundation, and he pled guilty to wire fraud. *United States of America v. Abdikadir Kadiye,* Plea Agreement and Sentencing Stipulations, Criminal No. 22-226(7) (D. Minn. 2023). Kadiye admitted to causing the submission of falsified meal counts and fake attendance rosters. PIN received over $786,000 from MDE as a result of PIN's claims made on behalf of the Hobyo Health Care Foundation site. *Id.*

III. PIN's Fraudulent Claims Were Material to MDE.

163. Under the MFCA, "[a] person who… knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; [or] knowingly makes or uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim," is liable. Minn. Stat. § 15C.02(a)(1), (a)(2).

164. PIN represented to MDE that it would review and validate all claims for reimbursement prior to submission to the agency to ensure only valid meals were claimed for reimbursement. PIN represented that for each claim reviewed, PIN staff would review

Filed in District Court
State of Minnesota
9/24/2026 8:00 AM

attendance, meal counts, menu, licensed capacity, and receipts and invoices. PIN further certified with each SFSP and CACFP monthly submission that the claim "accurately represents the number of meal/milks served by reimbursement category, that records are available to support this claim" and "that this claim is in accordance with the Program Agreement."

165. These representations were important to MDE's administration of the federal child nutrition programs in Minnesota and material to MDE's decision to issue payment in response to claims. Unfortunately, PIN's representations were false.

166. Instead of complying with its obligations as a CACFP and SFSP Sponsor, PIN turned a blind eye to serious red flags indicating ongoing fraud at sites under PIN's sponsorship, submitted claims to MDE knowing that PIN did not have sufficient information, documentation, or oversight to properly validate claims, encouraged sites to falsify or inflate rosters or meal counts, and, in some instances, directly falsified or inflated the number of meals served in claims to MDE.

167. As discussed above, the CACFP and SFSP programs were created to provide food to children in need. Although some of the program requirements, such as food service in congregate settings, were waived in response to the COVID-19 pandemic to ensure that children were able to get nutritious meals during a time of social distancing, the underlying purpose of the program and the basic responsibilities placed on sponsors remained the same. For both CACFP and SFSP alike, Sponsors accepted responsibility for the sites they sponsored and only received funds for meals served according to program requirements.

168. It was fundamental and material to MDE's decision to issue payment that claims submitted by sponsors reflected only meals and snacks actually served and served according to current program requirements. In other words, as the state agency tasked with administering

federal child nutrition funds, if MDE was aware that a claimed meal had not actually been served according to program requirements, MDE would not provide reimbursement for that meal.

IV. PIN ACTED WITH KNOWLEDGE.

169. Under the MFCA, a defendant acts "knowingly" when it acts with "actual knowledge of information," "deliberate ignorance of the truth or falsity of the information," or "reckless disregard of the truth or falsity of the information." Minn. Stat. § 15C.01, subd. 3.

170. Defendants need not act with "specific intent to defraud" to be liable under the MFCA. *See id.*

171. Here, PIN knew it was required to submit only accurate, supported, and validated CACFP and SFSP claims to MDE. PIN agreed to these requirements in its 2015 and 2016 Program Agreements with MDE and developed and submitted a Management Plan to MDE explaining how PIN would meet these requirements.

172. PIN was also repeatedly provided notice of these requirements through the CLICS 2 claim submission platform. The CLICS 2 platform is a claim submission portal operated by MDE. Each time PIN submitted claims through the CLICS 2 platform, it was required to repeatedly certify with each SFSP and CACFP monthly submission that:

a. PIN "hereby take[s] full responsibility for ensuring that this claim accurately represents the number of meal/milks served by reimbursement category, that records are available to support this claim" and "that this claim is in accordance with the Program Agreement."

b. PIN further certified "I understand that this information is being given in connection with the receipt of federal funds, that officials of the U.S. Department of Agriculture and the Minnesota Department of Education may verify this information, and that deliberate misrepresentation may subject me to prosecution . . . ."

173. Although PIN was aware of the program requirements, PIN routinely knowingly violated program requirements and its commitments to MDE, as described in detail above.

174. Where PIN actively manipulated underlying records and submitted inflated claims to MDE for sites despite knowledge that those meals were not served at the site claimed, PIN acted with actual knowledge.

175. Where PIN ignored serious red flags indicating a high likelihood of underlying fraud, such as unannounced site visits which showed no meals being served and implausibly large and conspicuously uniform attendance records and meal counts, PIN acted with deliberate ignorance.

176. And finally, where PIN failed to provide the required oversight by conducting timely monitoring visits, collecting and reviewing claims documentation from sites in a timely manner, and reviewing and validating claims appropriately before submitting those claims to MDE, PIN acted, at a minimum, with reckless disregard.

177. Under all three categories of conduct, PIN acted *knowingly* in presenting a false claim or making or using a false record of statement material to a false claim.

V. PIN SUBMITTED, AND CAUSED TO BE SUBMITTED, FALSE CLAIMS, RESULTING IN MILLIONS OF DOLLARS BEING PAID TO PIN THAT IT SHOULD NOT HAVE RECEIVED.

178. Because of PIN's unlawful conduct alleged herein, PIN presented or caused to be presented numerous false claims for payment to MDE, and MDE paid out substantial government monies on those claims to PIN.

179. Additionally, because of PIN's unlawful conduct alleged herein, PIN knowing made and used, or caused to be made and used, false statements and records material to PIN's

false claims for payment to MDE, and MDE paid out substantial government monies on those claims to PIN.

180. Because PIN's claims were false, the State incurred injury and damages due to payment of these claims, which should not have been made.

181. As a result of PIN's conduct, PIN received millions of federal child nutrition program dollars to which it was not entitled and for which food was not actually served.

182. PIN's actions severely undermined the purpose of the federal child nutrition programs by diverting money intended to feed children in vulnerable communities in the wake of a pandemic and using that money for private gain.

COUNT I
VIOLATION OF MINNESOTA'S FALSE CLAIMS ACT:
PRESENTATION OF FALSE OR FRAUDULENT CLAIM FOR PAYMENT
MINN. STAT. 15C.02(a)(1)

183. The State re-alleges paragraphs 1 through 182 of this Complaint.

184. PIN violated Minn. Stat. § 15C.02(a)(1) by knowingly (with actual knowledge or deliberate ignorance or reckless disregard of the truth) presenting, or causing to be presented, false or fraudulent claims for payment or approval to MDE resulting in PIN receiving payments from MDE to which it was not entitled.

185. If MDE had known that PIN had presented or caused to be presented false and fraudulent claims for payment or approval, MDE would have refused to make payments or provide approvals to PIN.

186. As a direct and proximate cause of PIN's false claims that PIN knowingly presented or caused to be presented, the State has been damaged in a substantial amount to be determined at trial, and it is entitled to recover treble damages plus a civil monetary penalty for each false claim as set forth in Minn. Stat. § 15C.02(a). The State is also entitled to recover the

costs of this civil action, including reasonable costs, attorney fees, and the reasonable fees of expert consultants and expert witnesses. Minn. Stat. §§ 15C.02(c), 15C.12.

COUNT II
VIOLATION OF MINNESOTA'S FALSE CLAIMS ACT: MAKING AND USING FALSE RECORDS OR STATEMENTS MINN. STAT. 15C.02(a)(2)

187. The State re-alleges paragraphs 1 through 182 of this Complaint.

188. PIN violated Minn. Stat. § 15C.02(a)(2) by knowingly (with actual knowledge or deliberate ignorance or reckless disregard of the truth) making, using, or causing to be made or used false records and statements material to false or fraudulent claims, resulting in PIN receiving payments from MDE to which it was not entitled.

189. If MDE had known that PIN had made, used, or caused to be made or used false records or statements material to these false claims, MDE would have refused to make payments or provide approvals to PIN.

190. As a direct and proximate cause of these false records or statements, the State has been damaged in a substantial amount to be determined at trial, and it is entitled to recover treble damages plus a civil monetary penalty for each false claim as set forth in Minn. Stat. § 15C.02(a). The State is also entitled to recover the costs of this civil action, including reasonable costs, attorney fees, and the reasonable fees of expert consultants and expert witnesses. Minn. Stat. §§ 15C.02(c), 15C.12.

RELIEF

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against PIN as follows:

1. On Counts I and II (violations of the Minnesota False Claims Act, Minn. Stat. §§ 15C.02(a)(1) and 15C.02(a)(2)), entering a judgment against PIN for treble the State's

damages, in an amount to be determined at trial, plus a civil penalty in the maximum applicable amount for each violation of Minn. Stat. §§ 15C.02(a)(1) and 15C.02(a)(2) by PIN;

2. Declaring that PIN's actions, as set forth above, constitute multiple, separate violations of Minn. Stat. §§ 15C.02(a)(1) and 15C.02(a)(2) and permanently enjoining PIN from engaging in conduct in violation of Minn. Stat. §§ 15C.02(a)(1) and 15C.02(a)(2);

3. Awarding the State its costs, including litigation costs, costs of investigation, and attorney's fees, as authorized by Minn. Stat. § 8.31, subd. 3a, as well as §§ 15C.02(c) and 15C.12; and

4. Granting such further relief as provided by law or equity as the Court deems appropriate and just.

Dated: September 22, 2026

Respectfully submitted,

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MINN. STAT. § 549.211 ACKNOWLEDGMENT

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

Dated: September 22, 2026

Emily Scholtes Dykstra
EMILY SCHOLTES DYKSTRA
Assistant Attorney General