

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Civil Other

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. _____

Plaintiff,

COMPLAINT

vs.

East African Healthcare Network, Midwest
Restaurant & Catering Inc *formerly known as*
Midwest Pizza & Deli Inc, Cedar Halal Pizza
and Deli Inc, Js Eatery Inc, Abdinasir Elmi,
Aswad Orodheer, Shabel Saleban, Jamilla
Hassan, Ismail Aden, and Bashir Gelle,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against
Defendants alleges as follows:

INTRODUCTION

1. This lawsuit concerns one of the largest nonprofit organizations responsible for distributing food for Minnesota children during the COVID-19 pandemic through federal child nutrition programs. East African Healthcare Network (“EAHN”) is now a defunct nonprofit organization that operated, at various points in time, over a dozen food distribution sites in the Twin Cities and greater Minnesota in 2020, 2021, and 2022. During the course of its operations, EAHN claimed to have served millions of meals and snacks for children under the Summer Food Service Program (“SFSP”) and Child and Adult Care Food Program (“CACFP”) administered by the Minnesota Department of Education (“MDE”) with funding from the federal government.

To provide these meals, EAHN contracted with food vendors Midwest Pizza & Deli Inc (“Midwest Pizza”), Cedar Halal Pizza and Deli Inc (“Cedar Halal”), and Js Eatery Inc (“Js Eatery”), who agreed to purchase and prepare meals and snacks for children in compliance with federal food program requirements.

2. EAHN’s role in nutrition programs varied between 2020 and 2022. Initially, from Fall 2020 into 2021, EAHN operated sites under the sponsorship of another nonprofit, Partners in Nutrition (“PIN”), during which time it provided meals funded by SFSP. Later, in summer 2021, EAHN provided SFSP funded meals under its own sponsorship. For the 2021-2022 school year that followed, EAHN provided CACFP funded meals again under PIN sponsorship. The changes in sponsorship affected primarily who was responsible for submitting meal reimbursement claims to MDE and who received the reimbursement funds. When EAHN was under PIN’s sponsorship, PIN submitted the claims using meal counts and other documentation provided and maintained by EAHN and its vendors. Under its own sponsorship, EAHN submitted claims to MDE itself. At all times EAHN was responsible for accurately documenting its meal distribution and knew that meal reimbursement claims were based on its documentation. Between 2020 and 2022, EAHN with its vendors received over \$10 million in meal claims reimbursement from federally funded nutrition programs.

3. EAHN’s meal claims quickly and dramatically increased in Fall 2020. The meal documentation that Defendants prepared and used in support of its meal claims contained numerous red flags indicative of fraud. To begin, EAHN’s relationships with the vendors that agreed to supply and deliver food were fraught with conflicts of interest. EAHN dubiously shared an address with its vendors Cedar Halal and Midwest Pizza—a single, small retail space. All of the vendors either had close financial relationships with or were immediate family

members of EAHN's founder and managing officer, Abdinasir Elmi; relationships that were not disclosed to MDE. The meal counts, rosters, and food production records for sites served by EAHN showed suspicious patterns and unverifiable recipient names. In some instances, these records were purportedly signed by the same individuals in two different locations at the same time. Meanwhile, vendor food production records fail to substantiate the volume of food that was purchased, packaged and distributed as compared to EAHN's reimbursement claims and showed vendors raking in enormous profits. And EAHN itself turned a profit, in violation of program regulations which it later concealed through backdated contracts and falsified invoices. These facts, alleged in more detail below, lead to the conclusion that Defendants engaged in a scheme to fabricate records to fraudulently claim SFSP and CACFP funds from the state and federal government that they were not entitled to.

4. To capitalize on their fraud, Defendants also took advantage of temporary waivers in the federal child nutrition program requirements established in the wake of the COVID-19 pandemic. These waivers were intended to increase access to food for children during enormous economic uncertainty and school closures.

5. In claiming to provide food that was never purchased and never distributed, Defendants—EAHN, its vendors, and their principals—committed fraud against the State of Minnesota and violated the Minnesota False Claims Act by submitting false claims, causing the submission of false claims, making false statements material to claims made to MDE, causing false statements material to claims to be made to MDE, and conspiring to violate the Minnesota False Claims Act. EAHN's fraudulent conduct, moreover, violates the Minnesota Nonprofit Act and constitutes grounds for dissolution.

6. The Attorney General brings this lawsuit to enforce the law and to hold Defendants accountable for taking advantage of federal and state efforts to support vulnerable communities during a global pandemic and stealing funds intended to feed Minnesota’s children.

PARTIES

7. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes section 15C.04 to bring this action to enforce and obtain relief for violations of Minnesota’s False Claims Act, and Minnesota Statutes section 8.31 chapter 317A, Minnesota common law and as *parens patrie* to enforce and obtain relief for violations of the Minnesota Nonprofit Corporation Act, and to remediate all harm arising out of violations of Minnesota’s civil laws.

8. Defendant East African Healthcare Network (“EAHN”) is an administratively dissolved Minnesota nonprofit corporation organized under Minnesota Statutes chapter 317A, with a registered address at 3309 East 125th Street Burnsville, Minnesota. EAHN is an auto-revoked 501(c)(3) corporation under the federal tax code. It has never registered with the Minnesota Attorney General’s Office as a soliciting charity under Minnesota Statutes chapter 309 or as a charitable trust under Minnesota Statutes chapter 501B.

9. Defendant Midwest Pizza & Deli, Inc, also known as Midwest Restaurant and Catering, Inc, (“Midwest Pizza”) is an inactive Minnesota corporation with a registered address and principal place of business at 3203 Cedar Avenue South, Minneapolis, Minnesota.¹ Midwest Pizza served as a food vendor for EAHN in the SFSP and CACFP programs.

¹ Midwest Pizza changed its name to Midwest Restaurant and Catering, Inc in November 2022. Because allegations in this Complaint occurred prior to the name change, the Complaint uses the former name.

10. Defendant Cedar Halal Pizza and Deli Inc (“Cedar Halal”) is an inactive Minnesota corporation with a registered address at 3203 Cedar Avenue South, Minneapolis, Minnesota. Cedar Halal served as a food vendor for EAHN in the SFSP program.

11. Defendant Js Eatery Inc (“Js Eatery”) is an inactive Minnesota corporation with a registered address in Burnsville, Minnesota. Js Eatery served as a food vendor for EAHN in the SFSP program.

12. Defendant Abdinasir Elmi (“Elmi”) is an individual resident of Minnesota. Elmi owns homesteaded real property with his wife, Jamilla Hassan, at a residential address in Burnsville, Minnesota. Elmi was, at all times relevant to this complaint, the principal officer, president, CEO, and registered agent of EAHN.

13. Defendant Aswad Oroddeher (“Oroddeher”) is an individual resident of Minnesota who resides in Minneapolis, Minnesota. Oroddeher was, at all times relevant to this complaint, the owner, principal officer, and registered agent of Midwest Pizza.

14. Defendant Shabel Saleban (“Saleban”) is an individual resident of Minnesota who resides in Saint Paul, Minnesota. Saleban was, at all times relevant to this complaint, the principal officer and registered agent of Cedar Halal.

15. Defendant Jamilla Hassan (“Hassan”) is an individual resident of Minnesota who owns homesteaded real property with her husband, Abdinasir Elmi, at a residential address in Burnsville, Minnesota. At all times relevant to this complaint, Jamilla was co-owner, president, and registered agent of Js Eatery. Hassan was also listed as a registered agent for EAHN in 2021.

16. Defendant Ismail Aden (“Aden”) is an individual resident of Minnesota who resides in Minneapolis, Minnesota. Aden was purportedly employed by Defendant Midwest Pizza and had a variety of responsibilities, including food production and management authority.

Aden's name and signature appear on Midwest Pizza documents listing him as "manager." Aden also signed numerous meal count forms as site supervisor for Defendant EAHN and participated in the collection and submission of rosters for EAHN Sites participating in CACFP.

17. Defendant Bashir Gelle ("Gelle") is an individual resident of Minnesota who resides in Minneapolis, Minnesota. Gelle was purportedly employed by Defendant Midwest Pizza and had a variety of responsibilities, including food production. Gelle also signed meal count forms as site supervisor for Defendant EAHN.

JURISDICTION

18. This Court has subject matter jurisdiction over the claims pursuant to Minnesota False Claims Act, Minnesota Statutes section 15C.01 *et seq.*, the Minnesota Nonprofit Corporation Act, Minnesota Statutes section 317A.001 *et seq.*, sections 8.01 and 8.31, and common law.

19. This Court has personal jurisdiction over Defendants because they purposefully and knowingly transacted business in Minnesota and with Minnesota residents and have committed acts within Minnesota causing injury to the Minnesota public in violation of Minnesota law. The Court also has personal jurisdiction over EAHN because it was formed under Minnesota law and its registered office address is in Minnesota.

20. 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

21. 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
- (3) knowingly conspires to commit a violation of clause (1), [or] (2)

Minn. Stat. §§ 15C.02(a)(1), (a)(2), (a)(3).

22. 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.

23. 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. Stat. § 15C.01, subd. 2.

24. “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.*

25. 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.

26. In addition to treble damages, the MFCA provides for the remedies of injunctive relief and recovery of a civil penalty for each violation or each false claim. *See* Minn. Stat. §§ 15C.02(a), 15.04, subd. 1. 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.* at Minn. Stat. § 15C.02(c).

FACTUAL ALLEGATIONS

I. CHILD AND ADULT CARE FOOD PROGRAM (“CACFP”) AND SUMMER FOOD SERVICE PROGRAM (“SFSP”)

27. The Food and Nutrition Administration, previously known as 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.

28. 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 nonprofit organizations and other participating entities that serve healthy meals and snacks to children and teens in low-income areas.

29. The Child and Adult Care Food Program (“CACFP”) is a federal program that reimburses nonprofit 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.

30. MDE is the state agency charged with administering both SFSP and CACFP in Minnesota. These programs consist of several levels of administration: (1) “sites,” where public or nonprofit entities distribute food to children or adults; (2) “vendors,” for-profit or nonprofit restaurants or food distributors that prepare meals in accordance with program requirements; (3) “Sponsors,” public or nonprofit agencies that oversee the sites, provide training and technical assistance to the sites, interface with MDE on the sites’ behalf, and submit claims to MDE for reimbursement for meals and allowable expenses and (depending on the program) reimburse the sites or vendors for claims and allowable expenses. Each of these levels of program administration entail recordkeeping and regulatory safeguards against program fraud and abuse.

31. Sponsors were required to be nonprofit organizations and Sites were prohibited from making a profit off of meal distribution.

A. CACFP and SFSP Funded Meals Were Required to Be Distributed at Sites with Oversight from Site Sponsors.

32. Sites are the physical locations where meals and snacks funded by CACFP and SFSP are distributed to eligible individuals. For CACFP, sites are often childcare centers, adult day care centers, or afterschool care programs. For SFSP, sites are often community centers or schools. Meals provided at these sites are often, though not always, prepared by off-site vendors such as restaurants or food distributors.

33. Though a Site may be located at a particular entity or community space—such as a community center or place of worship—that entity itself is not necessarily a program participant, as the site may be “operated” by a separate participating organization. Defendant EAHN operated many Sites under this type of model.

34. To get a Site approved by MDE, the Sponsor must apply to MDE for a Site ID for a specific location. As part of the application, the Sponsor must demonstrate that the Site meets

program eligibility requirements. If approved, MDE assigns the Site a Site ID number used for reimbursement claims. MDE also assigns each Site a maximum number of meals or snacks, based on the information provided by Sites and Sponsors in the application. Sites are only allowed to distribute food on the days of the week, and meal times, that MDE approved.

35. Sites are required to have a designated contact person responsible for coordinating with the sites' Sponsor and Vendor. The contact person is responsible for the site-level documentation needed to support claims for reimbursement to MDE. Sponsors are responsible for ensuring that the Site contacts are familiar with this documentation and specific program requirements.

36. Both SFSP and CACFP include additional requirements for the meals provided, the manner in which meals are served, and the educational programming required for programs to be eligible for funding. Some of these requirements were temporarily lifted, or "waived," by the USDA to allow for food distribution amid the emergency restrictions in place during the COVID-19 pandemic. Among others, these waivers included:

- a. For SFSP, USDA extended the program beyond the summer months of 2020, allowing the program to operate for the entire 2020-2021 school year.
- b. For SFSP, USDA allowed for off-site distribution of food for children such as meal deliveries by Sites and weekly meal packs distributed on a weekly, rather than daily, basis.
- c. For SFSP and CACFP, USDA waived the requirement that meals had to be consumed on-site.

37. Sites used meal counts and/or participant rosters to document the SFSP and CACFP funded food that they served. Sites submit this documentation to their Sponsor, who used the information to submit reimbursement claims to MDE on the Site's behalf.

B. Sites and Sponsors Could Contract with Vendors to Provide Program Funded Meals.

38. SFSP and CACFP funded meals are often prepared for and distributed to Sites by Vendors.

39. Vendors enter into contracts with Sponsors entitled "Contracts for Vended Meals." These contracts identify the Sites, specific meals, meal volume, and price of meals being provided. Sponsors disclose their vendor contracts to MDE with their sponsorship applications, before program-funded meals may be distributed by the Vendor.

40. Program regulations and Vendor agreements include terms that safeguard against program fraud and abuse. These include, for example, agreements to comply with state and federal law, protections against Vendor conflicts of interest, recordkeeping requirements, independent price verifications, and compliance with food safety requirements.

41. Vendors are paid based on invoices for the food that they distribute. Depending on the program under which the meals were provided, Vendors are paid either from the program Sponsor directly or by the Site.

C. Sponsors Submitted Reimbursement Claims to MDE Based on Documentation From Sites and Vendors.

42. Sponsors enter into agreements directly with MDE to administer CACFP and SFSP.

43. Sponsors are charged with overseeing Sites and Vendors to ensure they are complying with program requirements. Among other things, Sponsors provide program-compliant food menus, Site and Vendor specific training, technical assistance for claims

reimbursement, and monitor program documentation. Sponsors are also required to perform Site visits to monitor program compliance.

44. Sites and Vendors, in turn, are responsible for documenting meal production, delivery and distribution and submitting that documentation to Sponsors. Sites and Vendors know that this documentation is used by Sponsors as the basis for reimbursement claims to MDE.

45. As part of their sponsorship agreement with MDE, Sponsors agree to submit accurate and reimbursable meal counts to MDE for reimbursement.

46. 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 are allowed to retain up to 15 percent of the reimbursement as an administrative fee.

II. DEFENDANTS CREATED A NETWORK OF BUSINESSES TO COMMIT FRAUD IN NUTRITION PROGRAMS.

47. During the 2020 to 2022 period, Elmi, EAHN’s president and principal officer, claimed to have served several million program-funded meals at over a dozen EAHN Sites.

48. Over time, Sites moved in and out of EAHN’s “network.” From November 2020 to January 2022, EAHN claimed to serve at the following sites for various time periods:

East African Health Network: Meals Reimbursement—SFSP& CACFP 2020-2022	
Site Name	Number of Meals
Abu Hanifa	525,264
Currie Park	98,562
Cedar Halal Distribution	313,730
Dar Abi Bakr (Mankato)	257,750
EAHN Main	664,816
Faith Church International	122,846

Irshaad Islamic Center	3,820
Kenyan Community SDA Church	33,960
Madrasatu Zayd Ibn Al Harithah	256,528
Maranatha SDA Church	128,640
Masjid As-Sunnah	249,738
Masjid Shaafici Cultural Center	586,282
Mountain Experience SDA Church	28,110
Community for Youth Sports Outreach	106,142
United Central SDA Church	61,746
Approximate Meals	3,437,934
Approximate Reimbursement	\$10,821,448.05

49. With the exception of the summer of 2021, all of EAHN's sites were sponsored by PIN. During June through September 2021, however, EAHN elected to take over sponsorship responsibilities for its SFSP sites from PIN.

50. EAHN distributed SFSP and CACFP meals using three Vendors during the 2020 to 2022 period: Cedar Halal, Midwest Pizza, and Js Eatery.

51. EAHN and its Vendors portrayed their relationships as legitimate arms-length business dealings. In fact, the Vendors were individuals with close financial and family ties to Elmi and EAHN. Defendants' network of businesses was tainted by conflicts of interest that they concealed from MDE. Defendants' network made it easier to defraud MDE with falsified meal records and exaggerated reimbursement claims.

A. EAHN Was Operated by Abdinasir Elmi.

52. Defendant Elmi incorporated EAHN as a nonprofit corporation under Minnesota Statutes chapter 317A, on November 12, 2018. At all times relevant to this Complaint, Elmi served as President of EAHN and controlled EAHN operations.

53. EAHN's filings with the Minnesota Secretary of State stated that it was formed for charitable purposes including "to provide medical assistance, food assistance, education assistance, and general assistance to those who are in need."

54. Upon information and belief, prior to 2020 EAHN was a small organization that served program-funded meals for children receiving religious instruction at mosques. EAHN has never provided medical assistance or health-related services or educational assistance to those in need. Its only function was to distribute food funded by nutrition programs.

55. EAHN's registered address in Burnsville, Minnesota was the residential home of Elmi and his wife, Defendant Jamilla Hassan. However, most of EAHN's SFSP and CACFP program documentation that was submitted to MDE identified its place of business as 3203 Cedar Avenue South, Minneapolis, Minnesota. EAHN later listed the 3203 Cedar Avenue address as Elmi's address as President.

56. EAHN failed to pay its annual nonprofit registration fees in 2020, and it was involuntarily dissolved on February 20, 2020. On March 13, 2020, EAHN paid its registration fees and was reinstated by the Secretary of State. EAHN was again involuntarily dissolved for nonpayment of annual registration fees in 2024 and remains dissolved.

57. Although state and federal law prohibited sites like EAHN from profiting from nutrition programs and prohibited conflicts of interest with program vendors, Defendants' bank records reveal hundreds of thousands of dollars flowing from EAHN vendors back to Elmi and EAHN staff directly and through artificial shell companies.

B. EAHN and Elmi Had a Substantial Financial Relationship with Shabel Saleban and Vendor Cedar Halal.

58. Vendor Cedar Halal and EAHN shared a common origin. In June 2017, Elmi incorporated a business under the name "Cedar Halal Pizza and Deli" located at the same south

Minneapolis address as EAHN: 3203 Cedar Avenue. Elmi is listed as the company's registered agent and owner. Defendant Bashir Gelle was, at one point, identified as the company's manager in March 2019.

59. In April 2019, Defendant Shabel Saleban incorporated a new business under the name "Cedar Halal Pizza and Deli Inc," with the same registered and principal executive address at 3203 Cedar Avenue. Cedar Halal's business filings identify Saleban as its Chief Executive Officer. Cedar Halal was administratively dissolved January 2025.

60. Cedar Halal's SFSP Contracts for Vended Meals with PIN were also signed by Saleban.

61. In 2019 and 2020, Elmi held himself out as a representative of Cedar Halal and acted on Cedar Halal's behalf in dealings with the Minneapolis Department of Health. Elmi was noted as the point of contact for health inspections, and his name is listed in conjunction with a Cedar Halal email address. Notably, Cedar Halal did not operate in compliance with Minneapolis health and safety regulations, as the company was cited in all three of its health inspections in 2019 and 2020 for failing to maintain a valid Food Protection Manager's certification. Upon information and belief, Cedar Halal held itself out as a restaurant, but its food service business with public restaurant customers was negligible. Cedar Halal existed largely, if not exclusively, as a vendor for nutrition program funded meals.

62. As explained in more detail below, while operating out of the same business address as EAHN in 2020, Cedar Halal claimed to provide hundreds of thousands of meals to EAHN's SFSP Sites.

63. USDA briefly allowed for-profit restaurants to distribute meals on premises as part of the COVID-19 program waivers. Using this flexibility, Cedar Halal distributed food at the

Cedar Halal kitchen during the summer of 2020. Cedar Halal's October 2020 payments for the Cedar Halal Distribution Site exceeded \$300,000.

64. That same month, as a program integrity measure, USDA rescinded the guidance providing the flexibility in allowing restaurants to be used as distribution sites. As a result, Cedar Halal were forced to close down the Cedar Halal Distribution Site. To make up for the lost site, Cedar Halal, along with EAHN, worked with their Sponsor, PIN, to request a new site ID for the address next door that they could bill for the Cedar Halal meal claims. This site is referred to as the EAHN Main Site.

65. When the EAHN Main Site was approved in November 2020, PIN's executive director circulated an internal email with an announcement explaining that the approval would allow the entities to continue distributing food out of the Cedar Halal restaurant:

SO this is great news! The site right next door to Cedar Halal has been approved! East Africa Health Network is the site that is technically the office space next to Cedar Halal. We are going to not move the food out of the restaurant space since it is a shared parking lot. Basically the only thing that should need to change is the name of the site on everything.

66. As detailed below, in November and December 2020 EAHN's meal claims dramatically increased.

67. Cedar Halal discontinued vending for EAHN sites in Spring 2021. However, Shabel Saleban continued to work closely with EAHN, including by submitting Meal Count Forms and signing site delivery receipts for EAHN Sites.

68. Even though conflicts of interest between sites and their vendors were prohibited under state and federal program requirements, Cedar Halal paid over \$150,000 directly to Elmi between September 2020 to March 2021 that were not disclosed to MDE.

C. EAHN and Elmi Had Significant and Problematic Ties with Aswad Orodheer and Midwest Pizza.

69. Defendant Aswad Orodheer incorporated Midwest Pizza and Deli Inc on January 28, 2021. Orodheer is listed in Secretary of State filings as Midwest Pizza's Chief Executive Officer. At all times relevant to the Complaint, Orodheer has had management and controlling authority over Midwest Pizza. In addition, Defendant Ismail Aden was listed on company documents as a manager and held himself out as having management authority over the company.

70. Midwest Pizza's registered address is the same as EAHN's and Cedar Halal's registered address: 3203 Cedar Avenue South, Minneapolis, Minnesota.

71. As explained in more detail below, in Spring of 2021 Midwest Pizza took over the meal vending contracts for EAHN's Sites from Cedar Halal. At that time EAHN also became its own sponsor for SFSP.

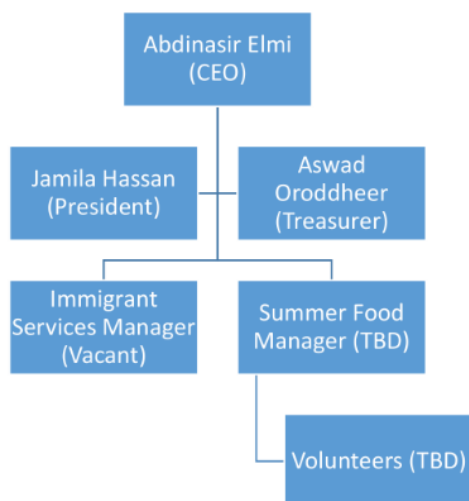
72. When Elmi applied for EAHN to become an SFSP Sponsor in April 2021 he was required to identify his process for selecting a Vendor. This is a program integrity safeguard intended to ensure competitive pricing for federally funded programs. Elmi represented to MDE that Midwest Pizza was selected using a competitive process with independent pricing. These representations were false.

73. By the time he founded Midwest Pizza, Orodheer had a long history working on behalf of Elmi, EAHN, Saleban, and Cedar Halal. In 2018, Orodheer began serving as a member of EAHN's "Board of Directors." And in 2019, Orodheer signed a CACFP Contract for Vended Meals on EAHN's behalf under the title "Manager." During the same time period, Orodheer was also employed by Cedar Halal and was a signatory on one of Cedar Halal's bank accounts.

74. In 2020, Oroddeher's name frequently appeared in PIN's internal records and correspondence as a representative of EAHN. PIN staff knew him on a first name basis and included him in discussions with Elmi and Saleban about EAHN's expansion to new sites.

75. Even as EAHN was representing to MDE that its relationship with Midwest Pizza was arms-length in its 2021 SFSP sponsorship application, it had also provided MDE an organizational chart that identified Oroddeher as its Treasurer:

East African Healthcare Network Organizational Chart



76. Though conflicts of interest were prohibited by state and federal program requirements, significant undisclosed transactions occurred between Midwest Pizza, EAHN, and Elmi. Between March 2021 and February 2022, Midwest Pizza paid hundreds of thousands of dollars to directly to Elmi or to shell companies registered to Elmi's home address.

D. Elmi's Wife, Jamilla Hassan, Founded Js Eatery to Serve as a Vendor for EAHN Sites.

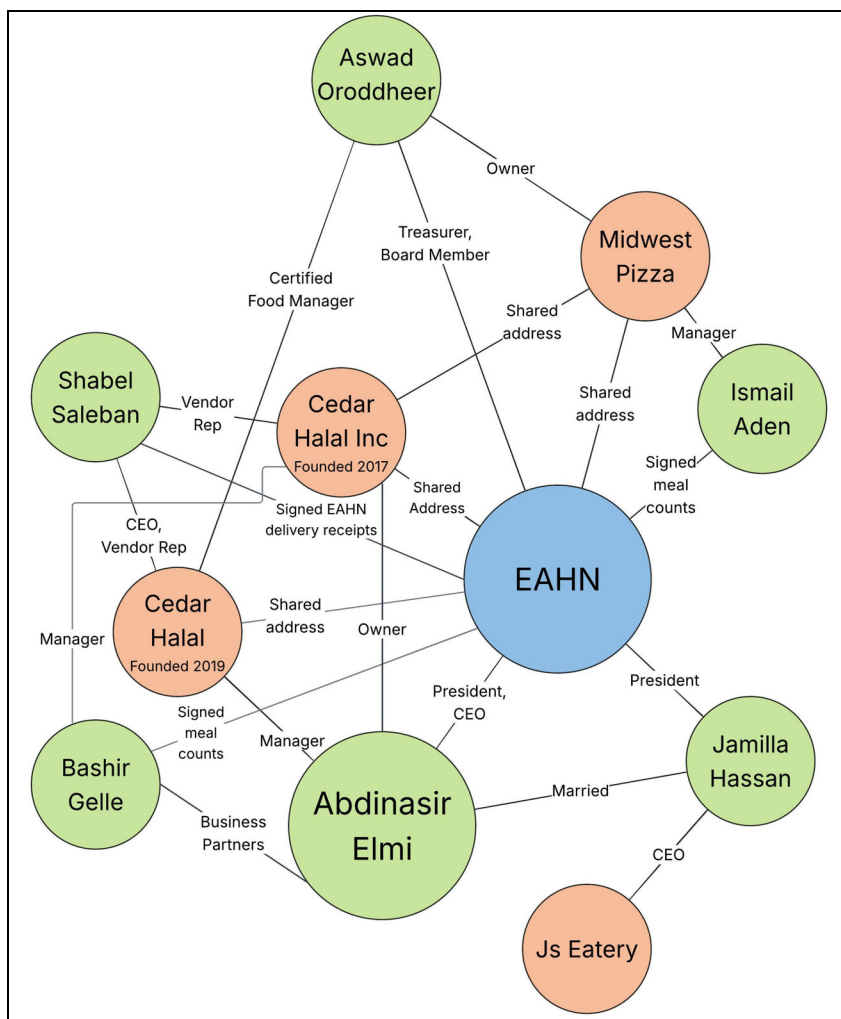
77. On December 9, 2020, Jamilla Hassan, Elmi's wife, incorporated Js Eatery to serve as another nutrition program food vendor for EAHN. The registered office listed in Js Eatery's Secretary of State business filings is Elmi's and Hassan's residential home address in

Burnsville, Minnesota. The registered email address for Js Eatery is identical to the registered email address listed for Midwest Pizza.

78. Upon information and belief, Js Eatery does not lease or own any building space capable of hosting a food preparation vendor compliant with CACFP and SFSP requirements.

79. Moreover, the Minnesota Department of Health has no license or inspection records for Js Eatery, or any other establishment, at the registered address, and Burnsville city records show no permits or information regarding a business at that location.

80. The following image depicts the network of close relationships between Defendants described above:



III. IN 2020 AND INTO 2021, DEFENDANTS LEVERAGED THEIR NETWORK AND CLAIMED TO SERVE NEARLY 2 MILLION BREAKFASTS AND LUNCHES, TOTALING MILLIONS OF DOLLARS IN SFSP REIMBURSEMENT FROM MDE.

81. Prior to the COVID-19 pandemic, and under the sponsorship of PIN, EAHN oversaw a handful of sites and received reimbursement from federal nutrition programs related to those sites.

82. After the COVID-19 pandemic outbreak in early 2020, EAHN's network of sites began to grow and number of meals claimed at those sites, served by Cedar Halal, Js Eatery, and Midwest Pizza, began to increase dramatically.

83. Below is a table showing the total SFSP meal claims, including both breakfasts and lunches, for each EAHN Site sponsored by PIN between July 2020 and September 2021:

Total SFSP Meal Claims by Month for PIN-Sponsored EAHN Sites from July 2020 to September 2021															
	2020						2021								
Site Names	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	July	Aug.	Sept.	Total Meals	Total Payments
Currie Park					98,562									98,562	\$316,260.81
Cedar Halal Distribution	10,368	105,400	96,818	101,144										313,730	\$1,006,681.13
EAHN Main Site							86,830	84,612	101,002	83,856				356,300	\$1,187,369.74
Abu Hanifa	19,234					84,842	61,906	54,606	66,280	55,444				342,312	\$1,127,875.31
Dar Abi Bakr						148,800	35,726	26,440	11,000		800	32,264	2,720	257,750	\$840,537.87
Irshaad Islamic Center										3,820				3,820	\$12,730.15
Madrasatu Zayd	16,160				89,420	93,000	19,068	19,440	14,880	4,560				256,528	\$830,305.28
Masjid As-Sunnah	14,930	11,630	22,614	46,300	30,264	124,000								249,738	\$801,346.78
Masjid Shaafici	18,460	8,994	470	8,330	16,540	123,996	47,270	56,164	59,400	50,120				389,744	\$1,276,944.08
TOTALS	79,152	126,024	119,902	155,774	234,786	574,638	250,800	241,262	252,562	197,800	800	32,264	2,720	2,268,484	\$ 7,400,051.15

84. To support these meal claims, Defendants prepared and submitted various documents, which reveal significant red flags about the validity of these claims. First, Defendants executed several contracts to provide meals to these Sites, but those contracts highlight conflict of interest problems and call into question Defendants' meal counts and claims. Second, Defendants submitted Meal Count Forms on behalf of the EAHN Sites, but these Forms also reveal concerning patterns which undermine the veracity of EAHN's large meal claims.

A. Defendants Exploited Their Conflicts of Interests to Boost Meal Claims.

1. Cedar Halal's Own Distribution Site Purports to Serve Many Thousands of Children During Summer 2020.

85. During the summer and fall 2020, pursuant to a federal waiver which allowed restaurants to serve as distribution sites to increase children's access to nourishing meals, Cedar Halal operated its own distribution site out of its own facility under PIN's sponsorship. PIN entered into an SFSP Contract for Vended Meals with Cedar Halal, signed by Shabel Saleban. Under the contract, Cedar Halal agreed to provide 2,250 breakfasts and 2,250 lunches at every meal service.

86. From July 26, 2020 to October 31, 2020, the Cedar Halal Distribution Site purported to serve over 313,000 breakfasts and lunches from its 600-square foot facility. The Cedar Halal Distribution Site often purportedly served its meals as 7-day meal packs, meaning each child would receive 7-days' worth of breakfasts and 7-days' worth of lunches in one day.

Total SFSP Meal Claims by Month for Cedar Halal Distribution Site						
	2020					
Cedar Halal Distribution	July	Aug.	Sept.	Oct.	Total Meals	Total Payments
	10,368	105,400	96,818	101,144	313,730	\$ 1,006,681.13

87. In its first 6 days of distributing, the Cedar Halal Distribution Site claimed to serve 5,184 breakfasts and lunches.

88. The Cedar Halal Distribution Site claimed to consistently serve meals every day from 2-6pm at a rate of over 200 children every day—or 1,400 breakfasts and lunches every day—for over three months.

89. In August, the Cedar Halal Distribution Site claimed to serve 52,700 breakfasts and 52,700 lunches, which averages to 1,700 breakfasts and lunches every day: the maximum amount of meals the Site was approved to submit for reimbursement.

90. Then, on October 21, 2020, the Cedar Halal Distribution Site claimed to serve 7-day meal packs to 275 children, for a total of 1,925 breakfasts and 1,925 lunches. In fact, during that week—from Sunday, October 18, to Saturday, October 24—the Cedar Halal Distribution Site claimed to serve almost 1,800 individual children.

91. While working as Vendor and as Site Supervisor for the Cedar Halal Distribution Site, Saleban signed and initialed meal count forms certifying that he was the person taking the meal count and that the meal counts were true and correct. These meal count forms were used as the basis for the reimbursement claims. In fact, for the month of October 2020, Saleban signed and initialed every daily meal count for this site. Cedar Halal claimed the site served 50,577 breakfasts and 50,577 lunches, averaging over 1,600 breakfasts and lunches every day that month.

92. After the USDA rescinded the guidance flexibility that permitted restaurants to be used as distribution sites, Cedar Halal was forced to close down the Cedar Halal Distribution Site at the end of October 2020.

93. To make up for the loss of the Cedar Halal Distribution Site, Cedar Halal, along with EAHN, worked with their Sponsor, PIN, to request a new site ID for the address next door that they could bill for the Cedar Halal meal claims. This site is referred to as the EAHN Main Site. When the EAHN Main Site was approved in November 2020, PIN's executive director circulated an internal email with an announcement explaining that the approval would allow the entities to continue distributing food out of Cedar Halal:

SO this is great news! The site right next door to Cedar Halal has been approved! East Africa Health Network is the site that is technically the office space next to Cedar Halal. We are going to not move the food out of the restaurant space since it is a shared parking lot. Basically the only thing that should need to change is the name of the site on everything.

94. EAHN and Cedar Halal began submitting meal counts for the EAHN Main Site in January 2021.

2. *Cedar Halal Also Serves as the Vendor for Multiple EAHN Sites to Claim Hundreds of Thousands of Meals.*

95. Vendor Cedar Halal expanded their SFSP meal service to a growing number of EAHN-operated sites across the Twin Cities area and one site in Mankato. Starting in October 2020, EAHN meal claims began to increase dramatically.

96. For most of the Summer of 2020, EAHN operated two sites: Masjid As-Sunnah and Masjid Shaafici Cultural Center (“Masjid Shaafici”). Both sites received vended meals from Cedar Halal.

97. The two sites purportedly served over 54,000 breakfasts and lunches in October 2020. Between the Cedar Halal Distribution Site and these two EAHN sites, Cedar Halal purportedly prepared and distributed over 155,000 breakfasts and lunches in a single month.

98. In November 2020, the number of SFSP sites operated by EAHN doubled to four, adding Currie Park and Madrasatu Zayd Ibn Al Harithah (“Madrasatu Zayd”). With these additions, the number of meals served by EAHN Sites quadrupled to over 230,000 breakfasts and lunches. All served by Cedar Halal. By December 2020, EAHN’s network grew to five sites, through which it claimed to serve several hundred thousand breakfasts and lunches.

99. When EAHN added sites to its network, Saleban executed additional Contracts for Vended Meals on Cedar Halal’s behalf with the EAHN Sites’ Sponsor, PIN. Cedar Halal provided varying levels of detail in these contracts, but agreed to provide 7-day meal packs and approximately 2,000 breakfasts and 2,000 lunches for every Site’s meal service from October 1, 2020 to April 30, 2021.

100. Cedar Halal's vendor contracts for EAHN sites contained clear conflicts of interest. Elmi (the purported site operator) and Saleban (the purportedly independent vendor) worked together to submit meal claims, invoices, and food production records. This included creating the EAHN Main site in order to continue serving meals from the Cedar Halal Distribution site under a different name, even though that was no longer allowed by the USDA's pandemic waivers.

101. Conflicts of interest raise significant concerns about program integrity because they defeat the checks and balances within the nutrition programs that help to ensure that meal claims and supporting documentation are accurate. For this reason, federal and state program requirements prohibit conflicts of interest in food program vendor contracts.

102. These program integrity concerns are illustrated by Cedar Halal's invoices, which provide no verifiable detail. Cedar Halal's invoices claim to serve thousands of breakfasts and lunches at EAHN-operated sites on a monthly basis, but there is no information to verify what food items were provided in those breakfasts and lunches and whether that purported food met program requirements for reimbursement under SFSP.

103. Cedar Halal's invoices were prepared by Saleban. Saleban and by extension Cedar Halal knew that the invoices submitted to PIN would be relied upon as documentation supporting reimbursement claims to MDE.

104. Not only are the glaring conflicts of interest and invoices devoid of detail indicative of fraud concerning, but Cedar Halal's bank account also reveals alarming payments from Cedar Halal to Elmi while Cedar Halal served as the Vendor to EAHN Sites. In fact, between September 2020 and March 2021, Cedar Halal paid Elmi over \$170,000. During this time, Cedar Halal wrote 18 checks to Elmi, all of which appear to be signed by Saleban. In fact,

over the span of 10 days in September 2020, Cedar Halal paid over \$31,000 to Elmi: \$10,400 on September 11; \$10,400 on September 18; and \$10,300 on September 21. Then in December 2020, Cedar Halal wrote 7 checks to Elmi, totaling almost \$50,000. These undisclosed payments violate conflicts of interest laws and indicate an agreement between Defendants to submit falsely inflated meal counts to fraudulently obtain large amounts of SFSP funds that they then distributed amongst themselves.

3. *Elmi and His Wife, Jamilla Hassan, Created Js Eatery To Act As Vendor for EAHN's Own Sites.*

105. Besides Cedar Halal and Midwest Pizza, a few EAHN sites received vended meals from Js Eatery, a restaurant owned and operated by Elmi's wife, Jamilla Hassan.

106. Elmi and Hassan incorporated Js Eatery on December 9, 2020.

107. An internal PIN email shows that two days after Js Eatery filed its incorporation paperwork with the Secretary of State, Cedar Halal informed PIN it had "partnered" with Js Eatery because it was "looking to increase their capacity."

108. The day after Cedar Halal announced this "partnership," on December 12, 2020, Hassan signed an SFSP Contract for Vended Meals with PIN on behalf of Js Eatery. Under the terms of the contract, Js Eatery agreed to provide SFSP meals from December 1, 2020 to November 30, 2021 for two EAHN sites, one of which, Dar Abi Bakr was located in Mankato. The contract provided that the "[m]eals will be delivered daily. 1:30pm for distribution 2-5pm."

109. In reality, the "partnership" between Cedar Halal and Js Eatery was merely another opportunity for Elmi and Hassan to receive more revenue from their SFSP claims. By providing Vendor services, Elmi and Hassan were able to receive direct payment for the claimed meals that they would not be able to capture through EAHN as a site operator.

110. Js Eatery's food production documentation raised serious red flags that illustrate the program integrity concerns that arise from the clear conflicts of interest between EAHN and Js Eatery. Like the invoices from Cedar Halal, Js Eatery's invoices provide no detail that would verify the food that was included in the claimed meals.

111. In addition, Js Eatery and EAHN claimed to distribute unrealistic meal numbers. EAHN and Js Eatery claimed to have packaged and distributed thousands of meals every month between January and April out of Elmi and Hassan's residence in Burnsville. Even more incredibly, Js Eatery purportedly delivered thousands of meals between December 2020 and March 2021 to Dar Abi Bakr, located approximately 70 miles from the Twin Cities.

112. In total, Js Eatery received over \$400,000 in SFSP funds for its purported service of meals at EAHN Sites.

SFSP Meal Claims for EAHN Sites Served by Js Eatery and Invoiced Payments							
	2020	2021					
Sites	December	January	February	March	April	Total Meals	Invoiced Payments
Dar Abi Bakr	20,230	35,726	26,440	11,000		93,396	\$261,508.71
Madrasatu Zayd		19,068	13,440	14,880	4,560	51,948	\$145,454.40
TOTALS	20,230	54,794	39,880	25,880	4,560	145,344	\$406,963.11

113. The prolific and persistent conflicts of interest taint all of the claims submitted by EAHN Sites and cast serious doubt on the legitimacy and reliability of Defendants' meal claims. Without any of the independent checks and balances created by the nutrition programs' requirements of unconflicted sites, vendors, and sponsors, Defendants' network was able to submit claims for hundreds of thousands of meals resulting in millions of dollars of reimbursement, unchecked and unverified.

4. *In Early 2021, Elmi's Business Associate Aswad Oroddheer Formed Midwest Pizza to Serve EAHN's Sites as a Vendor.*

114. In early 2021, Elmi's business associate and then-EAHN treasurer Aswad Oroddheer formed Midwest Pizza and registered it to Cedar Halal's business address. Oroddheer and Elmi then began the process of replacing the existing vendors for EAHN's Sites with Midwest Pizza in the ensuing months.

115. EAHN's change of vendor to Midwest Pizza did not resolve the above-described conflicts of interest because as described above, Oroddheer had extensive connections to EAHN, including serving as an EAHN employee and as its former Treasurer.

116. Later that spring, Midwest Pizza entered into vendor contracts with PIN as site sponsor to serve EAHN's SFSP sites through April 2021. Midwest Pizza also entered into vendor contracts with EAHN as a self sponsor for EAHN's 2021 SFSP meal operation. Midwest Pizza's vendor contracts were signed by Oroddheer, who certified that the pricing in the vendor contracts was independently determined.

117. However, the conflicts of interest between Elmi and Oroddheer, enabled Midwest Pizza to serve meals with virtually no oversight, leading to nonconforming meals, inflated meal counts, and exorbitant profit margins on the food that was purportedly served at EAHN's sites.

B. *Defendants' Meal Count Forms Reveal Significant Red Flags of Fraud and Concerning Fraudulent Patterns at EAHN Sites.*

118. Defendants also submitted extremely high meal counts—often through Meal Count Forms—and claimed to serve thousands of children at EAHN Sites from October 2020 to April 2021 under SFSP. But Defendants' Meal Count Forms raise significant red flags about the truth and veracity of Defendants' meal claims.

119. From Fall 2020 to Spring 2021, EAHN Sites often submitted "Meal Count Form – Clicker Counts," hereinafter referred to as a Meal Count Form, to provide daily meal counts for

each EAHN Site. The Meal Count Form was a fillable form where the Site and Supervisor could fill in the site name, supervisor name, week, meal type, and meal counts by day. The Meal Count Form also provided an entry for “Initial of person taking daily meal count certifying that the information is true and accurate.” The Meal Count Form also requires a signature and a certification that: “By signing below, I certify that the above information is true and accurate.”

120. In January 2021, Saleban signed a Meal Count Form for the EAHN Main Site, claiming that the EAHN Main Site served 43,415 breakfasts and 43,415 lunches, averaging approximately 1,400 breakfasts and lunches every day. By signing the Meal Count Form, Saleban “certif[ied] that the above information is true and correct.” Saleban also initialed every day of the month in January, representing himself as the “person taking daily meal count” and “certifying that the information is true and correct.”

121. For that same month, January 2021, Saleban also signed as the Site Supervisor for Masjid Shaafici. On the form, Saleban certified that the Masjid Shaafici Site served 23,635 breakfasts and 23,635 lunches during the month of January. Saleban also initialed every day of the month in January, representing himself as the “person taking daily meal count” and “certifying that the information is true and correct.”

122. Saleban often signed and initialed the meal counts for multiple EAHN sites, including EAHN Main Site, Masjid Shaafici, and Masjid As-Sunnah. He often certified for every single day of service as the “person taking daily meal count,” even though to certify the truth and accuracy of the meal counts would often require him to be in multiple places at the same time. In fact, under the terms of the SFSP Contract, the EAHN Main Site was scheduled to distribute meals from 1-6pm; Masjid Shaafici was also scheduled to distribute meals during that same time period. Nevertheless, Saleban signed and initialed Meal Count Forms for the EAHN

Main Site for every day in January, February, and March 2021, but he also signed and initialed Meal Count Forms for the same days—from January, February, and March 2021—for the Masjid Shaafici Site. Below are representative snapshots from both Forms for the first week in March 2021.

Meal Count Form – Clicker Counts								
Instructions: Use a separate form for each meal type. Record meal counts in lines 1-3 and in line 8 for the appropriate day. Initial in line 11. Record numbers in remaining sections, if applicable, and maintain documentation for those counts. When completed, this form must be signed and dated by the site supervisor.								
Sponsor Name: PARTNERS IN QUALITY CARE Email/Phone: _____								
Site and Supervisor Name: <u>East Africa Center</u>								
Week of: <u>3/1-3/6</u> (If the week contains days in two different months, such as July 31 and Aug 1, use a separate form for each month).								
Meal Type: ☒ Breakfast ☐ Lunch ☐ Snack ☐ Supper								
Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
1. Number of meals received/prepared		1657	1723	1779	1704	1763	1798	10,424
If meals are delivered, record time of delivery and food temperature		36°	36°	36°	36°	36°	36°	
2. Number of meals available from previous day		0	0	0	0	0	0	
3. Number of first meals served to children		1657	1723	1779	1704	1763	1798	
4. Number of second meals served to children (not for camps/Seamless sites)		0	0	0	0	0	0	
5. Number of meals served to program adults		0	0	0	0	0	0	
6. Number of meals served to non-program adults		0	0	0	0	0	0	
7. Number of non-reimbursable, incomplete, or damaged meals		0	0	0	0	0	0	
8. Number of leftover meals		0	0	0	0	0	0	
9. Number of additional children requesting a meal after all available meals were served		0	0	0	0	0	0	
10. Money collected/to be collected for adult meals (optional)		0	0	0	0	0	0	
11. Initials of person taking daily meal count certifying that the information is true and accurate		SS	SS	SS	SS	SS	SS	
By signing below, I certify that the above information is true and accurate.								
Signature of Site Supervisor: _____ Date: <u>3/6/2021</u>								
Remarks: _____								

Meal Count Form – Clicker Counts

Instructions: Use a separate form for each meal type. Record meal counts in lines 1-3 and in line 8 for the appropriate day. Initial in line 11. Record numbers in remaining sections, if applicable, and maintain documentation for those counts. When completed, this form must be signed and dated by the site supervisor.

Sponsor Name: PARTNERS IN QUALITY CARE Email/Phone: _____

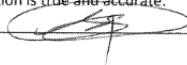
Site and Supervisor Name: Masjid Shaafici

Week of: 3/1 - 3/6 (If the week contains days in two different months, such as July 31 and Aug 1, use a separate form for each month).

Meal Type: ☒ Breakfast ☐ Lunch ☐ Snack ☐ Supper

Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
1. Number of meals received/prepared		800	820	840	860	920	960	5,200
If meals are delivered, record time of delivery and food temperature		37°	37°	37°	37°	37°	37°	
2. Number of meals available from previous day		0	0	0	0	0	0	
3. Number of first meals served to children		800	820	840	860	920	960	
4. Number of second meals served to children (not for camps/Seamless sites)		0	0	0	0	0	0	
5. Number of meals served to program adults		0	0	0	0	0	0	
6. Number of meals served to non-program adults		0	0	0	0	0	0	
7. Number of non-reimbursable, incomplete, or damaged meals		0	0	0	0	0	0	
8. Number of leftover meals		0	0	0	0	0	0	
9. Number of additional children requesting a meal after all available meals were served		0	0	0	0	0	0	
10. Money collected/to be collected for adult meals (optional)		0	0	0	0	0	0	
11. Initials of person taking daily meal count certifying that the information is true and accurate		SS	SS	SS	SS	SS	SS	

By signing below, I certify that the above information is true and accurate.

Signature of Site Supervisor:  Date: 3/6/2021

Remarks: _____

123. EAHN's Meal Count Forms reveal suspicious patterns. As one example, from March 7 to March 31, the Masjid Shaafici Site purportedly served exactly 980 children every single day for over three weeks straight. Even when the daily meal counts did not repeat, the Meal Count Forms would often appear in 20-children increments as shown in the snapshot for Masjid Shaafici above. Similarly, at the Madrasatu Zayd Site, the Meal Count Forms claim that EAHN served exactly 240 meals every day for months.

124. Notably, Elmi signed and initialed every day in the February Meal Count Form for the Dar Abi Bakr Site located in Mankato, but he also signed and initialed every day in February's Meal Count Form for Madrasatu Zayd located in Minneapolis. This would have required Elmi to be at both site locations (Mankato and Minneapolis)—which are more than 80 miles apart from one another—at the same time. Below are snapshots from both Forms for the first week in February 2021.

Meal Count Form – Clicker Counts

Instructions: Use a separate form for each meal type. Record meal counts in lines 1-3 and in line 8 for the appropriate day. Initial in line 11. Record numbers in remaining sections, if applicable, and maintain documentation for those counts. When completed, this form must be signed and dated by the site supervisor.

Sponsor Name: PARTNERS IN QUALITY CARE Email/Phone: _____

Site and Supervisor Name: Det - Abubakar

Week of: 2/1 to 2/6 (If the week contains days in two different months, such as July 31 and Aug 1, use a separate form for each month).

Meal Type: ☒ Breakfast ☐ Lunch ☐ Snack ☐ Supper

Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
1. Number of meals received/prepared		520	333	493	493	329	489	2657
If meals are delivered, record time of delivery and food temperature		35 °F	35 °F	35 °F	35 °F	35 °F	35 °F	
2. Number of meals available from previous day		0	0	0	0	0	0	
3. Number of first meals served to children		520	333	493	493	329	489	
4. Number of second meals served to children (not for camps/Seamless sites)		0	0	0	0	0	0	
5. Number of meals served to program adults		0	0	0	0	0	0	
6. Number of meals served to non-program adults		0	0	0	0	0	0	
7. Number of non-reimbursable, incomplete, or damaged meals		0	0	0	0	0	0	
8. Number of leftover meals		0	0	0	0	0	0	
9. Number of additional children requesting a meal after all available meals were served		0	0	0	0	0	0	
10. Money collected/to be collected for adult meals (optional)		0	0	0	0	0	0	
11. Initials of person taking daily meal count certifying that the information is true and accurate		AE	AE	AE	AE	AE	AE	

By signing below, I certify that the above information is true and accurate.

Signature of Site Supervisor: Abubakar Date: 2-6-21

Remarks:

Meal Count Form – Clicker Counts

Instructions: Use a separate form for each meal type. Record meal counts in lines 1-3 and in line 8 for the appropriate day. Initial in line 11. Record numbers in remaining sections, if applicable, and maintain documentation for those counts. When completed, this form must be signed and dated by the site supervisor.

Sponsor Name: PARTNERS IN QUALITY CARE Email/Phone: _____

Site and Supervisor Name: Det - Lancel

Week of: 2-1 to 2-6 (If the week contains days in two different months, such as July 31 and Aug 1, use a separate form for each month).

Meal Type: ☐ Breakfast ☒ Lunch ☐ Snack ☐ Supper

Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
1. Number of meals received/prepared		240	240	240	240	240	240	
If meals are delivered, record time of delivery and food temperature		33 °F	33 °F	33 °F	33 °F	33 °F	33 °F	
2. Number of meals available from previous day		0	0	0	0	0	0	
3. Number of first meals served to children		240	240	240	240	240	240	
4. Number of second meals served to children (not for camps/Seamless sites)		0	0	0	0	0	0	
5. Number of meals served to program adults		0	0	0	0	0	0	
6. Number of meals served to non-program adults		0	0	0	0	0	0	
7. Number of non-reimbursable, incomplete, or damaged meals		0	0	0	0	0	0	
8. Number of leftover meals		0	0	0	0	0	0	
9. Number of additional children requesting a meal after all available meals were served		0	0	0	0	0	0	
10. Money collected/to be collected for adult meals (optional)		0	0	0	0	0	0	
11. Initials of person taking daily meal count certifying that the information is true and accurate		AE	AE	AE	AE	AE	AE	

By signing below, I certify that the above information is true and accurate.

Signature of Site Supervisor: Abubakar Date: 2-6-21

Remarks:

125. Midwest Pizza's manager, Ismail Aden, often signed and initialed the Meal Count Forms for the Abu Hanifa Site and signed and initialed some Meal Count Forms for the Madrasatu Zayd Site.

126. In fact, Aden signed the Meal Count Forms for the Abu Hanifa Site for December 2020 as well as January, February, March, and April 2021. During this time, Aden initialed almost every day for nearly five months, representing himself as the "person taking daily meal count" and "certifying that the information is true and correct."

127. The meal claims at the Abu Hanifa Site grew quickly. On its first day of service, on Sunday, December 13, the Site purportedly served 130 7-day meal packs. The next day, that number more than doubled to 313 7-day meal packs. By the end of the week, the Site—as certified by Aden—claimed to serve 893 7-day meal packs, almost a seven-fold increase from the beginning of the week. The snapshot below shows the meal counts for the Abu Hanifa Site's first week.

Meal Count Form – Clicker Counts								
Instructions: Use a separate form for each meal type. Record meal counts in lines 1-3 and in line 8 for the appropriate day. Initial in line 11. Record numbers in remaining sections, if applicable, and maintain documentation for those counts. When completed, this form must be signed and dated by the site supervisor.								
Sponsor Name: PARTNERS IN QUALITY CARE Email/Phone: _____								
Site and Supervisor Name: <u>Abu Hanifa</u>								
Week of: <u>12-13 to 12-19</u> (If the week contains days in two different months, such as July 31 and Aug 1, use a separate form for each month).								
Meal Type: ☒ Breakfast ☐ Lunch ☐ Snack ☐ Supper								
Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
1. Number of meals received/prepared	130	313	470	470	597	743	893	
If meals are delivered, record time of delivery and food temperature	37°f	37°f	37°f	37°f	37°f	37°f	37°f	
2. Number of meals available from previous day	0	0	0	0	0	0	0	
3. Number of first meals served to children	130	313	470	470	597	743	893	
4. Number of second meals served to children (not for camps/Seamless sites)	0	0	0	0	0	0	0	
5. Number of meals served to program adults	0	0	0	0	0	0	0	
6. Number of meals served to non-program adults	0	0	0	0	0	0	0	
7. Number of non-reimbursable, incomplete, or damaged meals	0	0	0	0	0	0	0	
8. Number of leftover meals	0	0	0	0	0	0	0	
9. Number of additional children requesting a meal after all available meals were served	0	0	0	0	0	0	0	
10. Money collected/to be collected for adult meals (optional)	0		0	0	0	0	0	
11. Initials of person taking daily meal count certifying that the information is true and accurate	IA	IA	IA	IA	IA	IA	IA	
By signing below, I certify that the above information is true and accurate.								
Signature of Site Supervisor: <u>[Signature]</u> Date: <u>12/19/20</u>								
Remarks:								

128. Bashir Gelle also signed and initialed the Meal Count Forms for EAHN Sites. In particular, in January 2021, Gelle signed and initialed the Meal Count Form for the Madrasatu Zayd Site and, as described above, the Form revealed suspicious patterns, including claiming to serve exactly 240 children for weeks in January.

129. And in April 2021, Gelle signed and initialed the Meal Count Form for Masjid Shaafici. And as described above, the Meal Count Form for Masjid Shaafici also revealed suspicious patterns. In April 2021, Gelle certified that Masjid Shaafici served exactly 240 children for several weeks in April.

130. In short, the Meal Count Forms for EAHN Sites reveal significant red flags and concerning patterns that indicate its meal counts were inaccurate and invalid.

IV. IN JUNE TO SEPTEMBER 2021, EAHN AND MIDWEST PIZZA CONTINUED TO GENERATE INFLATED MEAL CLAIMS RESULTING IN ENORMOUS PROFITS FROM TAXPAYER FUNDS.

131. By the end of the 2020-2021 school year MDE had initiated regulatory enforcement action against PIN due to repeated oversight failures in PIN's SFSP and CACFP programs. As a result, MDE issued a stop payment against PIN and stopped approving new food distribution sites for PIN in March 2021.

132. In April 2021, and with PIN's assistance, Elmi applied to self-sponsor EAHN's SFSP meal distribution for Summer 2021.

133. EAHN's self-sponsorship application required it to disclose financial documentation and identify its expected food vendor. Based on its meal program income from calendar year 2020, EAHN appears to have falsely understated its income and cash flow from that year, thereby avoiding auditing requirements that would have invited financial scrutiny of its organization. EAHN also did not disclose its serious conflicts of interest with Orodheer and Midwest Pizza. Rather, EAHN represented that it selected Midwest Pizza as its Vendor after a

competitive selection process. These false representations and omissions made it easier for EAHN to avoid additional scrutiny by MDE of potential fraud and false claims.

134. Elmi, on behalf of EAHN, signed an SFSP Sponsor Agreement with MDE in June 2021. Among other terms, as an SFSP Sponsor, EAHN agreed:

- a. Not to make permanent changes to the serving time of meals unless changes were approved by MDE;
- b. To claim reimbursement only for the types of meals specified in the approved SFSP application;
- c. To claim reimbursement only within the maximum levels of meal service approved by MDE;
- d. To retain financial and administrative responsibility for its program;
- e. To retain direct operational control of its sites; and
- f. To maintain proper sanitation and health standards in conformance with local health safety codes.

135. MDE approved EAHN to sponsor eight sites from the end of June to the beginning September 2021 under the vendor agreement with Midwest Pizza. EAHN and Midwest Pizza claimed to serve over 624,000 meals during that time:

EAHN Self-Sponsored SFSP Meal Claims With Midwest Pizza June - September 2021						
Sites	June	July	Aug.	Sept.	Total Meals	MDE Payments
EAHN Main	800	61,970	85,958	6,000	154,728	\$515,631.05
Abu Hanifa	640	37,766	51,532	12,000	101,938	\$339,708.38
Faith Church International		22,340	24,512	5,400	52,252	\$174,129.79
Kenyan Community SDA Church		11,760	18,600	3,600	33,960	\$113,171.70
Maranatha SDA Church		26,204	22,442	7,200	55,846	\$186,106.79
Masjid Shaafici Cultural Center	2,720	55,936	58,890	18,000	135,546	\$451,707.04
Mountain Experience SDA		11,750	12,760	3,600	28,110	\$93,676.57
United Central SDA Church	1,600	29,740	23,206	7,200	61,746	\$205,768.54
TOTALS	5,760	257,466	297,900	63,000	624,126	\$2,079,899.86

A. EAHN'S Implausible Meal Claims in Summer 2021.

136. EAHN's sponsorship approvals from MDE specified, among other things, the maximum number of children each site could serve per day, the meals the site would distribute (e.g. breakfast, lunch, snack, or supper), and the days of the week meals would be distributed.

137. EAHN's SFSP meals contract with Midwest Pizza, moreover, stated that its expected payments for Summer of 2021 would amount to \$754,450. By the end of the contract period, Midwest Pizza would invoice almost triple that amount.

138. Initially, EAHN was approved to serve two meals per day to a total of 3,000 participants across all of its sites (for a daily maximum of 6,000 meals).

139. EAHN's meal claims regularly exceeded these maximums. In July 2021, for example, EAHN received reimbursement for 257,466 meals. This figure amounts to a daily average of approximately 8,305 meals, seven days per week, including holidays. Thus, in July 2021 EAHN's meal claims, on average, exceeded the maximum approved by MDE by over 2,300 meals per day.

140. EAHN's reimbursement from MDE for its July 2021 claims alone was over \$858,005.43.

141. In August 2021, EAHN requested approval from MDE to serve additional meals at five of its eight sites. EAHN's maximum daily participation across all of its sites increased to 4,950 participants (for a daily maximum of 9,900 meals).

142. EAHN's meal claims continued to rise that month. But the growth in EAHN's weekly meal counts did not line up with the sites that EAHN was approved to serve more meals, indicating that EAHN was improperly shifting meal claims to obtain reimbursement it was not entitled to receive. For one site, Kenyan Community Church, EAHN did not request additional meals approval for August 2021 but claimed 58 percent more meals than it claimed in July 2021.

At another site, Faith Church International, EAHN requested approval to serve 50 percent more meals in August 2021, yet claimed about 10 percent more meals that month.

143. EAHN's meal claims also followed implausible patterns. For example, EAHN claimed exactly 18,600 meals for Kenyan Community Church during August 2021—the exact maximum total allowance by MDE.

144. Similarly, for each of EAHN's eight Sites, their September 2021 meal claims were, implausibly, numbers that were evenly rounded to the hundred:

September 2021 SFSP Meal Claims by Site	
East Africa Health Network - Main	6,000
Abu Hanifa	12,000
Faith Church International	5,400
Kenyan Community SDA Church	3,600
Maranatha SDA Church	7,200
Masjid Shaafici Cultural Center	18,000
Mountain Experience SDA	3,600
United Central SDA Church	7,200
Total	63,000

145. For each SFSP claim submitted to MDE by EAHN as Sponsor, Elmi attested that the claim “accurately represents the number of meals/milks served by reimbursement category, that records are available to support this claim, and this claim is in accordance with the Program Agreement.”

146. EAHN's weekly meal count documentation also routinely claimed implausible round numbers of meals being served at its sites, most often in increments of twenty. These suspicious meal counts matched the number of meals listed on Midwest Pizza's vendor food production records and delivery receipts. Yet even though MDE's meal count forms specifically require site supervisors to document instances when sites had unused meals leftover or did not have enough meals for the number of children needing meals at the site, EAHN and Midwest

Pizza never recorded a single instance of this occurring in June, July, August and September 2021. In other words, according to EAHN and Midwest Pizza's implausible meal documentation, the number of meals ordered from Midwest Pizza by EAHN sites matched exactly the number of children (or parents) who showed up to collect those meals every day and every week during that period.

147. EAHN's meal counts and delivery receipts were signed on behalf of the individual Sites by Elmi, Saleban and others, who certified that the documents were true and accurate. Midwest Pizza's Site production forms and delivery receipts were signed by Orodheer and Aden.

148. For the months of June, July, August, and September 2021, EAHN's sponsored sites claimed to have distributed 624,126 meals, all supplied by Midwest Pizza. EAHN's reimbursement for these claims was nearly \$2.1 million.

B. EAHN's and Midwest Pizza's Meal Program Documentation Bear Indicia of Fraud.

149. For SFSP meals to be reimbursable, they must comply with program requirements that include conforming to meal patterns and packaging the meals in a manner that allows the meal to be assembled with minimal preparation. Most (if not all) of the meals Midwest Pizza distributed during the summer of 2021 were purportedly delivered in individual, seven-day meal boxes. EAHN's menus also claim to have served items, such as milk, that require refrigeration. Midwest Pizza claimed to have prepared and delivered each one of these meals from the address it shared with EAHN at 3203 Cedar Avenue South.

150. The documentation available calls into question whether Midwest Pizza prepared the enormous volume of food it claimed. According to Minneapolis licensing records, the space next door to EAHN that was occupied by Midwest Pizza was a small commercial retail space

approximately 600 square feet in size. The space is comprised of a dining space, a small kitchen, an office, and a two-stall bathroom.

151. Contemporaneous reports by Minneapolis health inspectors questioned whether any operations were conducted on premises.

152. Tuesday, August 16, 2021, was one of the busiest days in the busiest month of EAHN's SFSP sponsorship. On that day, the Minneapolis Department of Health visited Midwest Pizza for a health inspection. However, the health inspector was unable to complete the inspection because the space was "not in operation." The inspection report notes the site visit occurred between 12:30 and 12:40 p.m.

153. Though it appeared to not be in operation, Midwest Pizza and EAHN claimed that on that day, 1,820 meals were "delivered" next door to the EAHN Main Site. The delivery receipts signed by Aden and Saleban state that the food was delivered at 12:45 p.m.—five minutes after the health inspector site visit.

154. EAHN also claimed to have served hundreds of additional meals on August 16, 2021, at Masjid Shaafici and Abu Hanifa during its scheduled meal distribution. In total, EAHN's meal counts claim that on August 16, 2021, it served over 3,200 meals across three sites—all of them provided by Midwest Pizza on a day that it appeared closed.

155. Many of EAHN's site-by-site meal counts during this period were certified by the same individuals during overlapping meal delivery periods. For example, on Saturday August 7, Saleban was listed as the site supervisor certifying meal counts at four different sites spread across the Twin Cities metro. His certified meal counts that day claim 2,646 meals provided all between the hours of 12:30 p.m. and 4 p.m.:

Site	City	Meal Schedule	Meal Counts	Site Supervisor
United Central SDA Church	Brooklyn Park	12:30–2p.m.	440	Shabel Saleban
Mountain Experience SDA Church	Mounds View	1–3 p.m.	180	Shabel Saleban
Maranatha SDA Church	St. Louis Park	1–3 p.m.	363	Shabel Saleban
EAHN Main	Minneapolis	1–4 p.m.	1,663	Shabel Saleban

156. It is improbable that Saleban would have been able to distribute, count, and certify the accuracy of each of the meals on August 7, 2021 at four sites in a three-and-a-half hour time frame. Meal count forms signed and certified by Elmi and other EAHN employees during this period showed similarly improbable certifications of overlapping meal services at different Site locations.

157. Notably, Midwest Pizza’s subsequent health inspections continued to raise questions about whether it was an operating business. On December 20, 2021, the same Minneapolis Health inspector recorded the facility as not in operation and noted “stopped at the facility but everything was closed. Met later with the operator, he stated the pizza place is open now but only on weekends from 11 to 9 pm. Inspection moved to January.” On Sunday, January 30, 2022, the inspector again recorded the facility as closed. The inspection report notes state “Operator previously mentioned that this facility only operates Saturday and Sunday. I stopped at the facility today and it was closed. Operator arrived a few minutes later. He stated that he is closed until march. Inspection moved until the end of March.”

158. Even though the purpose of federal nutrition programs is to ensure that program dollars are maximized towards food for children in need, most of the program money received by EAHN went to Elmi, Orodheer, and their business partners. Midwest Pizza’s income and expenses during the Summer of 2021 show that Midwest Pizza spent a small fraction of the money it received from SFSP on food purchases.

159. Midwest Pizza was able to achieve this extraordinary profit margin by inflating its production records to claim money for meals it did not prepare and by ignoring requirements to pack the food that it purchased into individual meals that could be prepared and eaten by children.

160. In coordination with Midwest Pizza, EAHN inflated and falsified meal claims documentation in order to fraudulently obtain reimbursement from MDE for meals that it did not serve.

V. FROM SEPTEMBER 2021 TO FEBRUARY 2022, DEFENDANTS’ NETWORK PARTICIPATED IN CACFP AND SUBMITTED CLAIMS FOR OVER 600,000 MEALS.

161. Beginning in September 2021, now under PIN’s sponsorship again, EAHN participated in the CACFP Program by operating five sites that purportedly served after-school snacks and suppers: (1) EAHN Main Site, (2) Abu Hanifa, (3) Faith Church International, (4) Marantha SDA, and (5) Masjid Shaafici.²

162. In October 2021, EAHN added a sixth site to its CACFP participation and began purportedly also providing after-school snacks and suppers with another nonprofit organization called Community Youth Sports Outreach in Brooklyn Park.

163. For these six sites, Defendants purported to serve almost 550,000 snacks and suppers from September to December 2021.³

² Notably, EAHN appears to have “transferred” at least four sites, including Dar Abi Bakr, Madrasatu Zayd, Irshaad Islamic Center, and Towfiq Islamic Center to another purported nonprofit organization known as Wise Resource Center, which appears to have submitted meal claims under CACFP for these sites in Fall 2021.

³ In December 2021, the Abu Hanifa Site claimed to serve almost 40,000 snacks and suppers, but MDE denied payment for these claims. Then, between January and February 2022, EAHN claimed to serve an additional 140,000 snacks and suppers at various EAHN Sites. MDE also denied payment for these claims. Nevertheless, any false meal claims—regardless of payment—constitute additional MFCA violations subject to statutory civil penalties.

Total CACFP Meal Claims by Month for PIN-Sponsored EAHN Sites						
	2021					
	September	October	November	December	Total Meals	Total Payments
EAHN Main	23,580	42,524	43,378	44,306	153,788	\$378,318.48
Abu Hanifa	17,640	31,120	32,254		81,014	\$199,294.44
Faith Church International	12,468	19,778	20,864	17,484	70,594	\$173,661.24
Maranatha SDA Church	12,448	19,364	19,418	21,564	72,794	\$179,073.24
Masjid Shaafici	23,562	37,430			60,992	\$150,040.32
Community Youth Sports Outreach		29,856	37,298	38,988	106,142	\$261,109.32
TOTALS	89,698	180,072	153,212	122,342	545,324	\$1,341,497.04

164. But Defendants’ documents to support these exorbitant meal counts reveal significant problems that call into question the veracity of Defendants’ claims. For example, Defendants’ contracts reveal improbable delivery schedules showing tens of thousands of meals being stored and then delivered across the Twin Cities metro in mere hours.

165. Moreover, EAHN Sites showed persistent profits—in violation of CACFP program regulations—raising concerns about whether EAHN Sites were in fact serving all of the meals that they claimed. Further, to be eligible for CACFP reimbursement, site operators like EAHN were required to provide children that received meals with educational enrichment programming. Besides general affirmations in EAHN’s site applications that enrichment would be included in its services, there is no evidence that EAHN had the staffing or infrastructure to meet this program requirement. Finally, Defendants’ rosters do not match Minnesota’s student data system, indicating that Defendants fabricated these records to support their CACFP claims to MDE.

A. Midwest Pizza’s Contract and Invoices Reflect an Unbelievably High Number of Meals Being Served to EAHN Sites.

166. Midwest Pizza entered into a CACFP Contract for Vended Meals to serve as meal vendor for EAHN’s six CACFP Sites. The contract was signed by Elmi as the Manager for EAHN and Aden as the Manager from Midwest Pizza. Although EAHN purportedly started

serving CACFP funded meals in September, Midwest Pizza's CACFP Contract for Vended Meals was not signed until November 8, 2021.

167. Under the terms of the CACFP Contract, Midwest Pizza was required to provide meals for seven days a week, but most meals were scheduled to be delivered as seven-day meal packs on Saturday. Below is a table summarizing Midwest Pizza's delivery schedule as provided in the CACFP Contract:

Site Name	Days of the Week	Meals Contracted	Time(s) of Delivery
EAHN Main	7 Days	1200 suppers; 1200 snacks	Sunday, Monday, Thursday, Friday, Saturday *All parent delivery from 2-4pm
Abu Hanifa	7 Days	900 suppers; 900 snacks	Friday, Saturday, Sunday *All parent delivery from 1-3pm
Masjid Shaafici	7 Days	1000 suppers; 1000 snacks	Friday, Saturday, Sunday *All parent delivery from 12-2pm
Faith Church International	7 Days	500 suppers; 500 snacks	Saturday 12pm
Maranatha SDA Church	7 Days	500 suppers; 500 snacks	Saturday 12:30pm

168. In short, Midwest Pizza was scheduled to deliver suppers and snacks to EAHN sites 5 days a week, with upwards of 4,100 7-day meal packs containing 7 days' worth of suppers and snacks to be delivered on Saturdays between 12pm and 4pm. That's the equivalent of storing and then delivering almost 29,000 suppers and snacks to 5 different sites in 4 hours.

169. Midwest Pizza also entered into a CACFP Contract for Vended Meals with Community Youth Sports Outreach. The contract was signed by the CEO of Community Youth Sports Outreach and Aden as the Manager of Midwest Pizza. Although EAHN purportedly

started serving meals at Community Youth Sports Outreach in October, the vendor contract was not signed until November 1, 2021.

170. Under the terms of the CACFP vendor contract, Midwest Pizza was contracted to deliver 850 7-day packs of supper and snacks every Sunday to the Community Youth Sports Outreach site at 12:45pm for 1-3pm distribution.

171. Under its two CACFP vendor contracts, Midwest Pizza was scheduled to deliver almost 4,000 7-day meal packs containing 7 days' worth of suppers and snacks to be delivered on Sundays between 12pm and 4pm. That's the equivalent of storing and then delivering almost 28,000 suppers and snacks to 4 different sites in 4 hours.

172. To support these unbelievably high claims, Midwest Pizza submitted invoices to PIN, purportedly showing the meals it served at the six EAHN Sites. But the invoices are devoid of any detail or verifiable information. Below is an example of Midwest Pizza's invoice, showing the snacks and suppers purportedly provided to the EAHN Main Site for the month of September 2021.

MIDWEST PIZZA AND DELI 3203 CEDAR AVE S Minneapolis, MN 55407 612-724.0486		INVOICE 1005	
Invoice		DATE 10/01/2021	
BILL TO		TERMS 30	
Partners In Quality Care		DUE DATE 10/30/2021	
1035 7th St W, St Paul, MN 55102 651.925.9344			
DESCRIPTION	Unit Cost	QTY	AMOUNT
EAST AFRICAN CNTR	\$0.84	Snack 11790	\$9,903.60
EAST AFRICAN CNTR	\$3.57	Supper 11790	\$42,090.30
TOTAL			\$51,993.90

173. The invoices reflected thousands of meals and snacks being provided without any details as to what food items were provided in those suppers and snacks and whether that purported food met program requirements for reimbursement under CACFP.

B. When EAHN Sites Repeatedly Show Profits, EAHN and Midwest Pizza Retroactively Amend the CACFP Contract.

174. In addition to suspicious invoices, EAHN sites were turning a profit from their purported meal services, meaning they were making more money from MDE's reimbursement of the claims than the EAHN Sites were paying out to prepare, deliver, and serve the meals. Besides the fact that program requirements prohibit Sites from making a profit from meal service under CACFP, profits at the EAHN Sites raise significant red flags about whether EAHN Sites were in fact serving all of the meals that they claimed to be.

175. For example, in November and December 2021, EAHN Main Site, Masjid Shaafici, and Abu Hanifa were each showing profits.

176. After PIN identified the profit issues with EAHN and Midwest Pizza, Midwest Pizza revised its contracts to increase the price of the meals and snacks and backdated those changes to "fix," i.e. eliminate, the appearance of profit. This allowed EAHN and Midwest Pizza to retain the profits through falsified cost increases. These changes were initialed by Elmi and Aden.

177. The federal child nutrition programs—like CACFP—were intended to provide healthy, nutritious meals to children, not to generate profits and pad businesses and owners' pocketbooks.

178. The fact that EAHN Sites were turning profits from CACFP funds indicates that EAHN and Midwest Pizza fabricated records to claim meals that they did not serve.

C. Defendants' Child Rosters Are Riddled with Fabrications, False Names, and Missing Information.

179. In addition to implausible vendor contracts and suspicious invoices, the EAHN Sites' rosters also raise significant red flags that indicate that a significant portion of EAHN's CACFP meal claims were false.

180. Unlike SFSP, for the CACFP At-Risk Program, sites like EAHN were required to provide rosters with every children's name, date of birth, and parents' name.

181. On October 8, 2021, weeks after the EAHN Sites purportedly started serving meals, Elmi sent five spreadsheets to PIN purporting to reflect EAHN's rosters for each of the five CACFP sites. Suspiciously, PIN emails show that these spreadsheets originated from Ismail Aden, the manager of Midwest Pizza. Ordinarily, there would be no reason for the vendor to maintain student rosters for CACFP claims.

182. Each of these rosters are concerning and raise serious indicia of fraud.

183. For example, EAHN Main's roster listed 650 children. Over 150 children on the list are missing required birthdates, instead including just their ages. Moreover, many of the children's names do not match the last names of their purported parents. Some of the siblings on the list also have impossibly close birthdates: for example, according to EAHN's roster, one child was purportedly born on February 18, 2006 and that child's sibling was born less than a month later on March 9, 2006.

184. Similarly, the roster for Masjid Shaafici, which listed 611 kids, raises similar concerns including many children whose last names did not match their parents' last name and siblings with impossibly close birth dates. In addition, EAHN's roster for Masjid Shaafici included multiple instances of duplicate children's names listed with different birthdays, and

instances of the virtually identical names with only one letter changed in either the first or last name. Many of the children's parents had no last name listed.

185. EAHN's roster for Abu Hanifa listed 503 kids. Like other EAHN rosters EAHN failed to provide birthdates for all of the children and often did not include parents' full names. The roster also includes implausible names like Mamagirl.

186. EAHN's roster for Marantha SDA listed 386 kids, but once again showed many of the same deficiencies: missing full birthdates, repeating names with different birthdates or very similar names with just one letter changed, implausible names, and siblings with impossibly close birthdates.

187. Likewise, the roster for Faith Church International, which listed 350 kids, reflected many of the same concerning issues: missing full birthdates, parents' last name often not matching the children's last name, repeating names with different birthdates or very similar names with just one letter changed, implausible names, and siblings with impossibly close birthdates.

188. Just ten days after sending the first set of rosters, on October 18, 2021, Elmi sent four more roster spreadsheets to PIN (that again originated from Aden) with "New Kids Added" for EAHN Main, Masjid Shaafici, Abu Hanifa, and Faith Church International.

189. These four supplemental rosters added hundreds of children's names and presented the same red flags of fraud as the original set of rosters, including missing children's birth dates, parents' missing last names, repeated children's names, and siblings with impossibly close birth dates.

190. Then three days later, Aden sent two more spreadsheets to PIN, one for Abu Hanifa and one for Masjid Shaafici. These rosters reflect a three-day schedule, whereby the

rosters are divided into three days, Friday, Saturday, and Sunday, the days on which EAHN was serving meals at Abu Hanifa and Masjid Shaafici.

191. Once again, these rosters show the same indicia of fraud.

192. Separately, for Community Youth Sports Outreach, on October 22, 2021, Community Youth Sports Outreach sent a spreadsheet with its roster for CACFP to PIN. This roster contained 329 children's names. Based on the metadata, it appears that the spreadsheet was created by Aden from Midwest Pizza.

193. Just a few weeks later, on November 3, 2021, Community Youth Sports Outreach sent a second spreadsheet with 745 children's names—more than double the prior roster. Like the other rosters, many of the parents were missing last names and some of the children had no birthdates and were listed more than once in the spreadsheet.

194. The face of the Defendants' child rosters suggest falsity, but MDE data confirms it. For example, for the Masjid Shaafici roster, a significant number of children's names listed in the roster do not match any student name in Minnesota's student data system for the relevant period. The large number of unmatched names, along with large size of EAHN's rosters and the large number of unlikely children's names and missing data suggest a significant portion of the children on EAHN's rosters did not exist.

VI. AFTER THE COVID WAIVERS EXPIRED AND PIN CEASED ITS OPERATIONS AS A SPONSOR, EAHN SPONSORED ONLY A FEW SITES FOR SFSP IN SUMMER 2022.

195. On January 20, 2022, the United States District Court for the District of Minnesota unsealed several warrants and affidavits revealing an investigation into alleged fraud and money laundering related to the federal child nutrition programs.

196. At that time, MDE also suspended payments to PIN and proposed to terminate PIN's CACFP agreement and to disqualify PIN and several of its employees. As a result, PIN effectively stopped operating as a Sponsor.

197. Nevertheless, during the summer of 2021 and after the COVID waivers were no longer in effect, EAHN served as a sponsor for a few SFSP sites, claiming about \$12,000 in reimbursement from MDE.

VII. DEFENDANTS ACTED WITH KNOWLEDGE WHEN THEY SUBMITTED FALSE REIMBURSEMENT CLAIMS AND CREATED FALSE RECORDS TO SUPPORT THOSE CLAIMS.

198. 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.

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

200. Defendants acted knowingly when generating records and submitting meals reimbursement claims to MDE for meals that did not exist and were not distributed.

201. Defendants also knew that they were required to generate and submit accurate records to support meal claims reimbursement. Defendants knew that meal records including meal counts, food production records, delivery receipts, and invoices were necessary, and would be relied upon, for the submission of meal reimbursement claims to MDE. Defendants were repeatedly put on notice of these requirements, including in the following ways:

- a. Every meal count form required an EAHN Site contact or supervisor to initial the day's meal counts and provide a signature underneath the statement "By signing below, I certify that the above information is true and accurate."

- b. Every Site delivery receipt form provided the instruction to both the vendor and the Site contact that “After carefully checking and counting meals, a delivery slip must be signed and dated daily for meals sent out” and “for meals received.”
- c. Contracts for Vended Meals between a Vendor and Sponsor set forth affirmative duties to maintain accurate records of meal preparation, delivery, and distribution.

202. As Vendors, Defendants Midwest Pizza, Orodheer, Aden, Cedar Halal, Saleban, Js Eatery, Gelle, and Hassan each had knowledge of the requirement to generate and submit accurate records because they each also served as officers, employees, or staff of Defendant EAHN in its capacity as a Site Operator and Site Sponsor, and because they were provided training on program requirements as part of their participation in the programs.

203. As Site Operator, EAHN and Elmi knew of the requirement to generate and submit accurate records because they were provided training on program requirements as participation in the programs and were informed of these requirements in site applications and in program materials provided by their Sponsor.

204. As a Site Sponsor, EAHN and Elmi knew of the requirement to generate and submit only accurate, supported, and validated SFSP claims to MDE. EAHN and Elmi agreed to follow these requirements under EAHN’s Site Sponsorship Agreement.

205. EAHN and Elmi were also repeatedly provided notice of these requirements through MDE’s claims submission platform. Each time EAHN and Elmi submitted meal claims to MDE, they were required to repeatedly certify with each SFSP monthly submission that:

- a. EAHN “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. EAHN 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”

206. Defendants also knew that undisclosed conflicts of interests between sponsors, sites, and vendors were prohibited under federal and state program requirements for SFSP and CACFP.

207. Although Defendants were aware of program requirements, Defendants routinely knowingly violated program requirements and its commitments to MDE, as described in detail above.

208. Where Defendants actively manipulated underlying records and submitted inflated claims to PIN and/or MDE for sites despite knowledge that those meals were not served at the site claimed or that those meals were not prepared and delivered by the vendor, or where Defendants manipulated records or deliberately withheld information from PIN and/or MDE that revealed conflicts of interest, Defendants acted with actual knowledge.

209. Where Defendants ignored indications that a high likelihood of underlying fraud existed, or that program requirements were not being followed in the provision of reimbursed meals, Defendants acted with deliberate ignorance.

210. Where Defendants failed to provide the required oversight such as through monitoring visits, verifying meal production records, verifying vendor invoices, verifying

participant eligibility, implementing controls to prevent duplicative claims, and implementing controls to eliminate conflicts of interest, Defendants acted, at a minimum, with reckless disregard.

211. Under all three categories of conduct, Defendants acted knowingly in presenting a false claim, or causing a false claim to be presented, and making or using a false record or statement material to a false claim, or causing a false record or statement material to a false claim to be made or used.

VIII. DEFENDANTS CONSPIRED TO GET FALSE MEAL REIMBURSEMENT CLAIMS PAID BY MDE.

212. The conduct described above demonstrates that Defendants EAHN and Elmi formed express or implied agreements with each of the other Defendants to commit fraud in the form of false meal reimbursement claims to MDE.

213. All Defendants committed acts in furtherance of these agreements, including but not limited to the following:

- a. Generating and falsely certifying inaccurate meal program records such as meal counts, food production records, delivery receipts;
- b. Generating false or inaccurate payroll records, expense records, invoices, checks, and money transfers;
- c. Packing and delivering food into units that did not comply with meal delivery requirements;
- d. Disregarding eligibility requirements for meal recipients;
- e. Disregarding routine program oversight and supervision responsibilities; and

- f. Engaging in conflicted transactions prohibited by state and federal procurement regulations or concealing the nature or extent of conflicts of interest from MDE and program sponsors.

IX. THE FALSE CLAIMS AND FALSE RECORDS CREATED BY DEFENDANTS WERE MATERIAL TO MDE.

214. Defendants' false representations regarding the meals that Defendants claim were served at EAHN Sites were material to MDE's payment of reimbursement claims. These false representations included, for example:

- a. The reimbursement claims submitted for the meals;
- b. The certification accompanying each claim submission to MDE that the reimbursement claims were accurate and supported by documentation;
- c. The certifications within the supporting meal records that they were truthful and accurate;
- d. Terms in the SFSP Sponsorship agreement under which the EAHN promised to serve meals that met program requirements and to claim reimbursement for meals meeting program requirements and approved by MDE; and
- e. Terms in the nutrition program contracts for vended meals under which the vendor agreed to provide meals that met program requirements, to maintain accurate records supporting the meal claims.

215. 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 for reimbursement claims. Defendants' representations were false.

216. Instead of complying with their obligations under SFSP and CACFP, Defendants inflated meals claims, falsified records to conceal the existence of false reimbursement claims, and deliberately ignored or recklessly disregarded indications of fraudulent meal claims.

217. 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, sites, and vendors remained the same.

218. 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.

X. DEFENDANTS' FALSE RECORDS AND FALSE CLAIMS RESULTED IN SFSP AND CACFP FUNDS BEING PAID TO DEFENDANTS THAT THEY SHOULD NOT HAVE RECEIVED.

219. Because of Defendant's unlawful conduct alleged herein, EAHN presented or caused to be presented numerous false claims for payment to MDE from July 2020 to January 2022, and MDE paid out substantial government monies on those claims to Defendants.

220. Additionally, because of Defendant's unlawful conduct alleged herein, Defendant knowingly made and used, or caused to be made and used, false statements and records material to false claims for payment to MDE, and MDE paid out substantial government monies on those claims to Defendants.

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

222. As a result of Defendants’ conduct, Defendants received a substantial amount of federal child nutrition program dollars to which it was not entitled and for which food was not actually served.

223. Defendants’ 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.

XI. EAHN COMMITTED MULTIPLE, FLAGRANT VIOLATIONS OF THE NONPROFIT CORPORATION ACT AND ABANDONED ITS CORPORATE PURPOSE.

224. EAHN was administratively dissolved by the Secretary of State on or around February 22, 2024.⁴

225. EAHN was recognized by the Internal Revenue Service (“IRS”) as a tax-exempt charitable organization under the Internal Revenue Code (“IRC”), 26 U.S.C. § 501(c)(3). As an entity exempt under section 501(c)(3), as a nonprofit corporation under Minn. Stat. ch. 317A, (the Minnesota Nonprofit Corporation Act, the “Nonprofit Act”), and under its Articles of Incorporation; at all relevant times, EAHN was required to operate exclusively for nonprofit and charitable purposes permitted under section 501(c)(3) and the Nonprofit Act. Further, “no part of the net earnings” of EAHN may inure “to the benefit of any private shareholder or individual.” 26 U.S.C. § 501(c)(3); see also Minn. Stat. § 317A.011, subd. 6(1) (stating nonprofit may not “be formed for a purpose involving pecuniary gain to its members”).

226. In August 2026, the IRS auto-revoked EAHN’s 501(c)(3) tax-exempt status for failing to file any returns since 2022.

⁴ Involuntary dissolution is different than the permanent remedy the Attorney General seeks here. Most notably, a representative can easily revive a corporation for illicit purposes and retroactively reinstate the corporation’s existence by filing a two-page form with the Secretary of State. See Minn. Stat. § 317A.827, subd. 2.

227. At no point was EAHN ever registered with the AGO as a soliciting charitable organization under Minn. Stat. ch. 309, or as a charitable trust under Minn. Stat. ch. 501B.

228. EAHN's Articles of Incorporation state that the organization had two board members at the time of incorporation, despite the requirement for at least three board members under Minn. Stat. § 317A.203.

229. Documents submitted by EAHN to MDE state that Orodtheer was EAHN's treasurer. Despite this representation, Orodtheer never signed checks on behalf of the corporation, despite his duty to "endorse for deposit notes, checks, and drafts received by the corporation as ordered by the board, making proper vouchers for the deposits" and "disburse corporate funds and issue checks and drafts in the name of the corporation." Minn. Stat. § 317A.305, subd. 3(3), (4). Orodtheer also allowed numerous dubious transactions to go through, despite his duty to keep "accurate financial records for the corporation" and keep "an account of transactions." Minn. Stat. § 317A.305, subd. 3(1), (5).

230. EAHN further failed to address Orodtheer's conflict of interest as serving both as the nonprofit's treasurer and as the principal officer of EAHN's for-profit contractor, Midwest Pizza, in violation of Minn. Stat. § 317A.255. In fact, EAHN deliberately concealed this fact from MDE in its SFSP sponsorship application in spring 2021. There is no evidence that EAHN's board discussed whether this conflicted transaction was fair and reasonable to the corporation, or that it engaged in any bidding process or analysis as to whether there were better contracting options available.

231. On or about August 12, 2026, the Minnesota Attorney General's Office attempted to serve EAHN with a Civil Investigative Demand ("CID") at its registered address, containing multiple reasonable interrogatories. On August 21, 2026, the Minnesota Attorney General's

Office served the CID upon EAHN through the Minnesota Secretary of State. EAHN failed to respond. On September 1, 2026, the Minnesota Attorney General's Office served a deficiency letter requesting a response. Under Minn. Stat. § 8.31, EAHN was required to respond to the CID within 20 days. To date, EAHN has not responded to the CID or to the subsequent deficiency letter.

232. The AGO properly served these documents on the Secretary of State pursuant to Minn. Stat. § 5.25. EAHN had a duty to maintain a proper registered address with the Secretary of State pursuant to Minn. Stat. § 317A.121 and Minn. Stat. § 5.36.

233. EAHN has apparently ceased all nonprofit or charitable programming since 2022. The corporation has no assets in its bank account.

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

234. The State re-alleges all prior paragraphs of this Complaint.

235. Defendants 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 Defendants receiving payments from MDE to which it was not entitled.

236. If MDE had known that Defendants 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 Defendants.

237. As a direct and proximate cause of Defendants' false claims that Defendants 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 injunctive relief and recovery of 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.04, subd. 1, 15C.12.

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

238. The State re-alleges all prior paragraphs of this Complaint.

239. Defendants 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 Defendants receiving payments from MDE to which it was not entitled.

240. If MDE had known that Defendants 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 Defendants.

241. 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 injunctive relief and recovery of 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.04, subd. 1, 15C.12.

COUNT III
VIOLATION OF MINNESOTA'S FALSE CLAIMS ACT:

CONSPIRACY TO VIOLATE MINNESOTA'S FALSE CLAIMS ACT
MINN. STAT. § 15C.02(a)(3)
ALL DEFENDANTS

242. The State re-alleges all prior paragraphs of this Complaint.

243. Defendants violated Minn. Stat. § 15C.02(a)(3) by knowingly (with actual knowledge or deliberate ignorance or reckless disregard of the truth) conspiring to commit a violation of the Minnesota False Claims Act, including Minn. Stat. 15C.02(a)(1) and 15C.02(a)(2), resulting in Defendants receiving payments from MDE to which they were not entitled.

244. If MDE had known that Defendants had conspired to commit violations of the Minnesota False Claims Act, MDE would have refused to make payments or provide approvals to Defendants.

245. As a direct and proximate cause of Defendants' conspiracy to violate the Minnesota False Claims Act, 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 injunctive relief and recovery of 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.04, subd. 1, 15C.12.

COUNT IV
UNJUST ENRICHMENT
ALL DEFENDANTS

246. The State re-alleges all prior paragraphs of this Complaint.

247. A cause of unjust enrichment arises where a benefit is conferred upon a defendant who knowingly accepts it and who retains it under such circumstances that it would be inequitable for the defendant to keep it.

248. For the purposes of an unjust enrichment claim, a benefit is conferred upon another when one gives possession of money to the other or where one has extracted a benefit from another by fraud, conversion, or similar conduct.

249. This is a claim for the recovery of monies by which Defendants have been unjustly enriched at the expense of MDE.

250. MDE conferred benefits on Defendants by providing Defendants with money based on Defendants' false and fraudulent claims, statements, and representations.

251. Defendants knowingly accepted such benefits from MDE.

252. Defendants' acceptance and retention of such benefits under the circumstances described would be unjust and inequitable.

253. Defendants' conduct constitutes unjust enrichment under Minnesota common law, for which, as a matter of equity, they should not derive any gain and/or MDE should be made whole.

254. Pursuant to the common law pertaining to unjust enrichment and the State's inherent *parens patriae* authority, the State is entitled to injunctive relief, disgorgement, and/or restitution, and other legal and/or equitable relief for Defendants' conduct resulting in unjust enrichment.

COUNT V
VIOLATIONS OF MINNESOTA NONPROFIT CORPORATION ACT AND OTHER
GROUND WARRANTING DISSOLUTION UNDER MINN. STAT. § 317A.751
DEFENDANT EAST AFRICAN HEALTHCARE NETWORK

255. The State re-alleges all prior paragraphs of this Complaint.

256. The Nonprofit Act, Minn. Stat. § 317A.751, subd. 1, provides that “[a] court may grant equitable relief it considers just and reasonable in the circumstances or may dissolve a corporation and liquidate its assets and business as provided in this section.”

257. Minn. Stat. § 317A.751, subd. 5, provides that a court may grant equitable relief in an action by the attorney general when it is established that:

(4) the corporation has flagrantly violated a provision of this chapter, has violated a provision of this chapter more than once, or has violated more than one provision of this chapter;

(6) the corporation has acted or failed to act, in a manner that constitutes surrender or abandonment of its corporate purpose, franchise, privileges, or enterprise;

....

(11) the corporation has answered falsely or failed to answer a reasonable written interrogatory from the secretary of state, the attorney general, the commissioner of human services, commissioner of commerce, or commissioner of revenue, to the corporation, its officers, or directors; [or]

(13) the corporation has fraudulently used or solicited property.

258. Multiple, disjunctive grounds, each independently supporting dissolution under Minn. Stat. § 317A.751, subd. 5, are met. Specifically:

a. First, dissolution is appropriate in accordance with Minn. Stat. § 317A.751, subd. 5(4) because EAHN “flagrantly violated” the Act and had “violated more than one provision of” the Act.

i. The diversion of nonprofit assets obtained from federal funds intended to feed needy children for personal use and as part of an extensive

fraudulent scheme constitutes a “flagrant violation” of the Act under Minn. Stat. § 317A.751, subd. 5(4). By directing nonprofit assets for his personal benefit as described above, Elmi in his role as president failed to act in good faith or in a manner he reasonably believed to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, in violation of Minn. Stat. § 317A.361. Elmi’s transfers to himself and fellow insiders diverted EAHN’s assets away from the uses and purposes for which the assets have been received and held as listed in its Articles of Incorporation in violation of Minn. Stat. § 317A.671.

ii. The facts described herein further support that EAHN “violated more than one provision of” the Act under Minn. Stat. § 317A.751, subd. 5(4). In addition to the misuse violations of Minn. Stat. §§ 317A.361 and 317A.671 alleged above, the officers’ and directors’ breached their fiduciary duties and violated Minn. Stat. § 317A.255, including but not limited to their failure to screen conflicted transactions, their failure to maintain the corporation’s registration, their failure to maintain the corporation’s tax-exempt status; their failure to maintain financial controls, and its officer’s allowance of the extensive fraud described above. The treasurer also failed to fulfill his statutory duties pursuant to Minn. Stat. § 317A.305, including signing checks and ensuring accurate financial records.

b. Second, dissolution is appropriate under Minn. Stat. § 317A.751, subd. 5(6) because “the corporation has acted, or failed to act, in a manner that constitutes surrender or abandonment of the corporate purpose, franchise, privileges, or enterprise.”

EAHN has no remaining assets in its bank account, and has not participated in the Federal Nutrition Program since 2023, and does not appear to have other activities or operations. EAHN has not filed tax returns since 2022 and did not respond to the Attorney General's CID. EAHN has also not maintained its SOS registration or its IRS tax-exempt status. EAHN further failed to register with the AGO as a soliciting charity or as a charitable trust.

c. Third, dissolution is appropriate under Minn. Stat. § 317A.751, subd. 5(11). The Attorney General properly served a CID containing reasonable written interrogatories through the Secretary of State on or around August 21, 2026. EAHN failed to answer any interrogatories or otherwise respond in any way. Therefore, EAHN “failed to answer a reasonable written interrogatory from . . . the attorney general” under this provision; and

d. Fourth, dissolution is appropriate under Minn. Stat. § 317A.751, subd. 5(13) because “the corporation has fraudulently used . . . property” by perpetuating the misuse of nonprofit grant funds as alleged above. EAHN allowed inflated invoices to be submitted, resulting in the board members and officers engaging in flagrant self-dealing transactions. These funds were diverted from EAHN's charitable mission.

259. EAHN's violations, conduct, actions, and failure to act when it was required to do so, constitute multiple, separate grounds for dissolution under the Nonprofit Act.

RELIEF

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

1. On Counts I, II, and III (violations of the Minnesota False Claims Act, Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2), 15C.02(a)(3)), entering a judgment against Defendants 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), 15C.02(a)(2), and 15C.02(a)(3) by Defendants;

2. On Counts I, II, and III (violations of the Minnesota False Claims Act, Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2), 15C.02(a)(3)), declaring that Defendants' actions, as set forth above, constitute multiple, separate violations of Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2), and 15C.02(a)(3) and permanently enjoining Defendants from engaging in conduct in violation of Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2), and 15C.02(a)(3);

3. On Counts I, II, and III (violations of the Minnesota False Claims Act, Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2), 15C.02(a)(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;

4. On Count IV (unjust enrichment), declaring that Defendants' actions, as set forth above, constitute actions that unjustly enriched Defendants at the expense of the State of Minnesota;

5. On Count V (violations of the Minnesota Nonprofit Corporation Act), declaring that the acts and omissions of EAHN in this complaint constitute multiple separate and flagrant violations of the Nonprofit Act, Minn. Stat. ch. 317A, and dissolving EAHN and ordering other equitable relief as authorized by Minn. Stat. § 317A.751;

6. Pursuant to Minnesota Statutes section 8.31, subd. 3, the *parens patriae* doctrine, Minnesota common law, and the general equitable powers of this Court, enjoining Defendants

and their officers, agents, servants, employees, and all other persons acting in concert or participation with them from engaging in the unlawful acts described in this Complaint;

7. Awarding the State monetary relief in an amount greater than \$50,000.00, including damages, penalties restitution, disgorgement, and/or all other available legal and equitable monetary remedies available under Minnesota Statutes sections 8.31, subd. 3a, the *parens patriae* doctrine, Minnesota common law, and the general equitable powers of this Court, as necessary to remedy the harm from Defendants' unlawful acts described in this Complaint;

8. Declaring that the acts and omissions of EAHN in this Complaint constitute multiple, separate violations of the Minnesota Nonprofit Corporation Act, Minn. Stat. ch. 317A;

9. Dissolving EAHN and ordering other equitable relief as authorized by Minn. Stat. § 317A.751;

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

Dated: October 26, 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.

/s/ Jacob Harris

JACOB HARRIS

Assistant Attorney General