

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.

Nasib Bakery Food Distribution LLC and Abshir
Hossen

Defendants.

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

INTRODUCTION

1. Nasib Bakery Food Distribution LLC (“Nasib Bakery”) is a small bakery in Minneapolis that operated as a vendor for several sites purportedly serving food through federal child nutrition programs in 2020 and 2021. During this time period, Nasib Bakery was owned and operated by Abshir Hossen who used his business, Nasib Bakery, to knowingly defraud the State of Minnesota and the federal government out of significant child nutrition funds during and after the COVID-19 pandemic in violation of the Minnesota False Claims Act.

2. Federal child nutrition programs like Summer Food Service Program (“SFSP”) provide funding to ensure that children have consistent access to healthy, nutritious foods and are administered in Minnesota by the Minnesota Department of Education (“MDE”).

3. From October 2020 to April 2021, Nasib Bakery served as the vendor for an SFSP site known as “Riverside Park” which was run by Mr. Hossen and sponsored by Partners in Nutrition d/b/a Partners in Quality Care (“PIN”). During that time, Riverside Park, as vended by Nasib Bakery, purported to serve over 430,000 breakfasts and 430,000 lunches, claiming over \$2.8 million in SFSP reimbursement for those six months. Records show that many of these claims were false and many of the meals claimed were never served. The Attorney General alleges that Mr. Hossen and Nasib Bakery knowingly falsified records in support of false claims submitted on behalf of Riverside Park and directly profited from these falsified claims.

4. The Attorney General brings this lawsuit in order to enforce the law and to hold Nasib Bakery and Mr. Hossen accountable for taking advantage of federal and state efforts to support vulnerable communities during a global pandemic, diverting state and federal resources for personal gain.

PARTIES

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

6. Defendant Nasib Bakery Food Distribution LLC (“Nasib Bakery” or “Nasib”) is a Minnesota limited liability company located at 607 Cedar Ave S, Suite B, Minneapolis, MN 55454.

7. Defendant Abshir Hossen served as the owner and operator of Nasib Bakery until he sold the business in December 2025 through an Assignment of Membership Interest and Transfer Agreement. Mr. Hossen resides in Columbia Heights, Minnesota.

8. In the December 2025 Assignment of Membership Interest and Transfer Agreement, Mr. Hossen transferred, assigned, and conveyed 100% of his interest in Nasib Bakery to new owners. In that same agreement, Nasib Bakery's new owners agreed to assume all legal obligations, debts, liabilities, responsibilities, tax duties, and other obligations of Nasib Bakery.

JURISDICTION

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

10. This Court has personal jurisdiction over Defendants because they own, use, or possess real and/or personal property situated in Minnesota, have transacted business within Minnesota, and have committed acts inside Minnesota causing injury to the Minnesota public in violation of Minnesota law.

11. 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

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

(1) presents, or causes to be presented, a false or fraudulent claim for payment or approval;

(2) makes, or uses or causes to be made or used, a false record or statement material to a false or fraudulent claim

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

13. 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.

14. 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.

15. “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.*

16. 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.

17. In addition to treble damages, the MFCA provides for assessment of a civil penalty for each violation or each false claim. *See* Minn. Stat. § 15C.02(a). A person found to be in violation of the MFCA is also liable to the State for injunctive relief as well as “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. Minn. Stat. §§ 15C.02(c), 15.04, subd. 1.

FACTUAL ALLEGATIONS

I. SUMMER FOOD SERVICE PROGRAM

18. The Food and Nutrition Administration, formerly 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.

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

20. MDE administers SFSP in Minnesota.

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

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

23. 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. Under SFSP, Sponsors are then responsible for paying the vendor that provided meals to the site. Sponsors retain a portion of the reimbursement as an administrative fee.

24. Sponsors also often work with individuals or organizations who run site operations on the ground and provide documentation of meals served back to the Sponsor.

25. As noted above, PIN served as the Sponsor for the Riverside Park site run by Mr. Hossen and vended by Nasib Bakery during the relevant period. In that role, PIN submitted claims on behalf of Riverside Park for over \$2.8 million in SFSP funds.¹

II. MR. HOSSEN OPERATED BOTH RIVERSIDE PARK AND NASIB BAKERY.

25. Between October 2020 and April 2021, Nasib Bakery, run by Mr. Hossen, operated as the vendor for the SFSP site located at Riverside Park, 2820 8th Street South, Minneapolis, MN 55406.

26. Under PIN's sponsorship, Mr. Hossen also acted as the principal operator of the Riverside Park site.

27. Mr. Hossen's dual roles as both the primary site contact and vendor is a conflict of interest that allowed Mr. Hossen to profit from his role operating an SFSP site, undermining federal regulations restricting SFSP profits, and eliminating standard checks and balances in program supervision.

28. First, under 7 CFR § 225.1, SFSP is a nonprofit food program and program sponsors and the individuals who run sites are not allowed to profit from their participation in the program and must carefully document that all program funds are spent only on allowable child nutrition program costs. *See* 7 CFR § 225.15(c)(1).

¹ On September 24, 2026, the Minnesota Attorney General ("AGO") sued PIN for its role in submitting fraudulent claims to MDE as a Sponsor for various sites and violating the MFCA. The AGO and PIN submitted a consent judgment to the Court, which the Court is scheduled to hold a hearing on later this year. *Minnesota Attorney General Keith Ellison v. Partners in Nutrition*, Case No. 27-CV-26-16476 (4th Dist.), Consent Judgment (Sept. 24, 2026).

29. By contrast, Vendors, which are often for-profit businesses, are permitted to make a profit through their participation in the program, although their profits are largely cabined by the reimbursement rates placed on meals served under the program.

30. By acting as both the individual supervising the Riverside Park site and as the owner and operator of the vendor selling meals to the site, Mr. Hossen profited directly and the more meals he claimed to serve, the larger his profits became.

31. Second, by acting as both the site representative and the vendor, Mr. Hossen was able to control nearly all reporting relevant to his site and avoid significant oversight.

32. Under a Sponsor's supervision, SFSP sites were in charge of documenting and reporting the number of meals served each day by taking meal counts whereas vendors who contracted to provide meals were in charge of preparing food production records and submitting other records such as invoices and receipts. Sponsors could then cross-check these records for accuracy before submitting claims to MDE and issuing payments to vendors.

33. Where an SFSP site and vendor are run by the same person, cross checking the meals claimed by a site with the meals documented by a vendor provides little insight into actual site operations.

34. In this case, under PIN's sponsorship, Mr. Hossen acted as the site operator for Riverside Park in charge of documenting and reporting the number of meals served *and* as the owner and operator of Nasib Bakery, the vendor in charge of preparing food production records, invoices, and collecting receipts.

35. As discussed further below, by acting as both a site operator for Riverside Park and the owner and operator of Nasib Bakery, records show that Mr. Hossen profited enormously, with

his company receiving enormous payments of over \$2 million and Mr. Hossen personally pocketing over \$1.1 million.

III. DEFENDANTS CLAIMED TO SERVE HUNDREDS OF THOUSANDS OF MEALS AT RIVERSIDE PARK, RESULTING IN OVER \$2.8 MILLION IN REIMBURSEMENT FROM MDE.

36. On October 9, 2020, Mr. Hossen signed an SFSP Contract for Vended Meals with PIN, agreeing to provide 2,000 breakfasts and lunches daily to Riverside Park from October 1, 2020 to December 31, 2020. The SFSP Contract provided that the Nasib Bakery would provide “7 day meals breakfast + lunch distribution 7 days 12-2pm.” Under the terms of the SFSP Contract, PIN agreed to pay Nasib Bakery \$2.01 for each breakfast and \$3.52 for each lunch. The SFSP Contract estimated that the total payments to Nasib Bakery under the contract would be \$450,000.

37. In October, in response to a request from Mr. Hossen, PIN emailed Mr. Hossen that the “maximum number meals that can be claimed is 2,000 per day (4,000 combined breakfasts and lunches).” PIN also explained that because Defendants are providing “grocery packs that cover 7 days of breakfast and lunch, here are the maximum numbers you asked for:

Maximum number of 7-day grocery packs per day: 285
Maximum number of 7-day grocery packs per week: 1,995
Maximum number of 7-day grocery packs per month when there are 30 days/month: 8,550
Maximum number of 7-day grocery packs per month when there are 31 days/month: 8,835.”

38. In early December 2020, Abshir Hossen and PIN amended the SFSP Contract for Vended Meals to increase the number of meals provided from 2,000 breakfasts and lunches to 3,150 breakfasts and lunches daily to Riverside Park and to extend the Contract through April 30, 2021.

39. From October 13, 2020 to April 1, 2021, Defendants claimed to serve over 430,000 breakfasts and 430,000 lunches.

40. In December alone, Defendants claimed to serve over 93,000 breakfasts and 93,000 lunches—an average of over 3,000 breakfasts and lunches per day.

41. For every month from October 2020 to April 2021, Mr. Hossen submitted “Weekly Consolidated Meal Counts” forms to PIN, claiming that Defendants served hundreds of children—thousands of meals—nearly every single day for almost 6 months straight.

42. As one example, below is a screenshot of the Weekly Consolidated Meal Counts from the week of January 3, 2021 for Riverside Park. This form identifies Abshir Hossen as the Site Supervisor and claims that Defendants served 7-day meal packs to over three thousand children that week—a total of 21,994 breakfasts and 21,994 lunches in that week alone.



Weekly Consolidated Meal Counts

Sponsor Name: Nasib bakery and food Email/Phone: _____

Site and Supervisor Name: Abshir Hossen Week Of: 1/3 - 1/9

Meal Type: ☒ Breakfast ☐ Lunch ☐ Snack ☐ Supper

Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Number of meals received/prepared	467	430	489	481	524	194	556	3142
Number of meals available from previous day								
Number of first meals served to children	467	430	489	481	524	194	556	3142
Number of second meals served to children (not for camps/SSO sites)								
Number of meals served to program adults								
Number of meals served to non-program adults								
Number of non-reimbursable, incomplete, or damaged meals								
Number of leftover meals								
Number of additional children requesting a meal after all available meals were served								
Money collected/to be collected for adult meals								

Signature of Site Supervisor: _____

Remarks: _____



Weekly Consolidated Meal Counts

Sponsor Name: Nasib bakery and food Email/Phone: _____

Site and Supervisor Name: Abshir Hossen Week Of: _____

Meal Type: ☐ Breakfast ☒ Lunch ☐ Snack ☐ Supper

Meal Counts	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Number of meals received/prepared	467	430	489	481	524	194	556	3142
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Number of meals served to program adults								
Number of meals served to non-program adults								
Number of non-reimbursable, incomplete, or damaged meals								
Number of leftover meals								
Number of additional children requesting a meal after all available meals were served								
Money collected/to be collected for adult meals								

Signature of Site Supervisor: _____

Remarks: _____

43. As a result of Defendants' claims, MDE paid over \$2.8 million in funds to PIN, which passed a majority of those funds to Nasib Bakery.

Total SFSP Meals and Payments by Month for Riverside Park from October 2020 to April 2021									
	2020			2021					
Site	October	November	December	January	February	March	April	Total Meals	Total Payments
Riverside Park	29,666	115,626	186,592	185,584	172,914	170,380	6,006	866,768	\$2,847,434

44. Based on monthly invoices from Nasib Bakery, claim data, and the SFSP Contract, Nasib Bakery charged PIN almost \$2.4 million for meals purportedly vended to Riverside Park under the SFSP program. The chart below shows the monthly meal counts and the amount Nasib Bakery charged for those meals purportedly served.

Monthly Charges from Nasib Bakery to PIN for Riverside Park		
Month	Meal Counts	Amount Charged
October 2020	14,833 breakfasts 14,833 lunches	\$82,026.49
November 2020	57,813 breakfasts 57,813 lunches	\$319,705.89
December 2020	93,296 breakfasts 93,296 lunches	\$515,926.88
January 2021	92,792 breakfasts 92,792 lunches	\$513,139.76
February 2021	86,457 breakfasts 86,457 lunches	\$478,107.21
March 2021	85,190 breakfasts 85,190 lunches	\$471,100.70
April 2021	3,003 breakfasts 3,003 lunches	\$16,606.59

45. Despite the fact that Defendants claimed to be serving hundreds of thousands of meals to the tune of over \$2 million, Nasib Bakery's invoices provide no verifiable information to support the meals Defendants claimed to serve. Rather, the invoices reflect thousands of breakfasts

and lunches purportedly served, but they lack any details as to what food items were provided in those meals and whether that purported food met program requirements for reimbursement under SFSP.

46. Below is a representative screenshot of Nasib Bakery's invoice from January 2021, purportedly showing that Nasib Bakery provided over 93,000 breakfasts and 93,000 lunches in the month of December 2020—averaging more than 3,000 breakfasts and 3,000 lunches every day. Notably, the invoice provides no information about the types of food provided as part of those meals or whether those meals would have satisfied meal pattern requirements under SFSP.

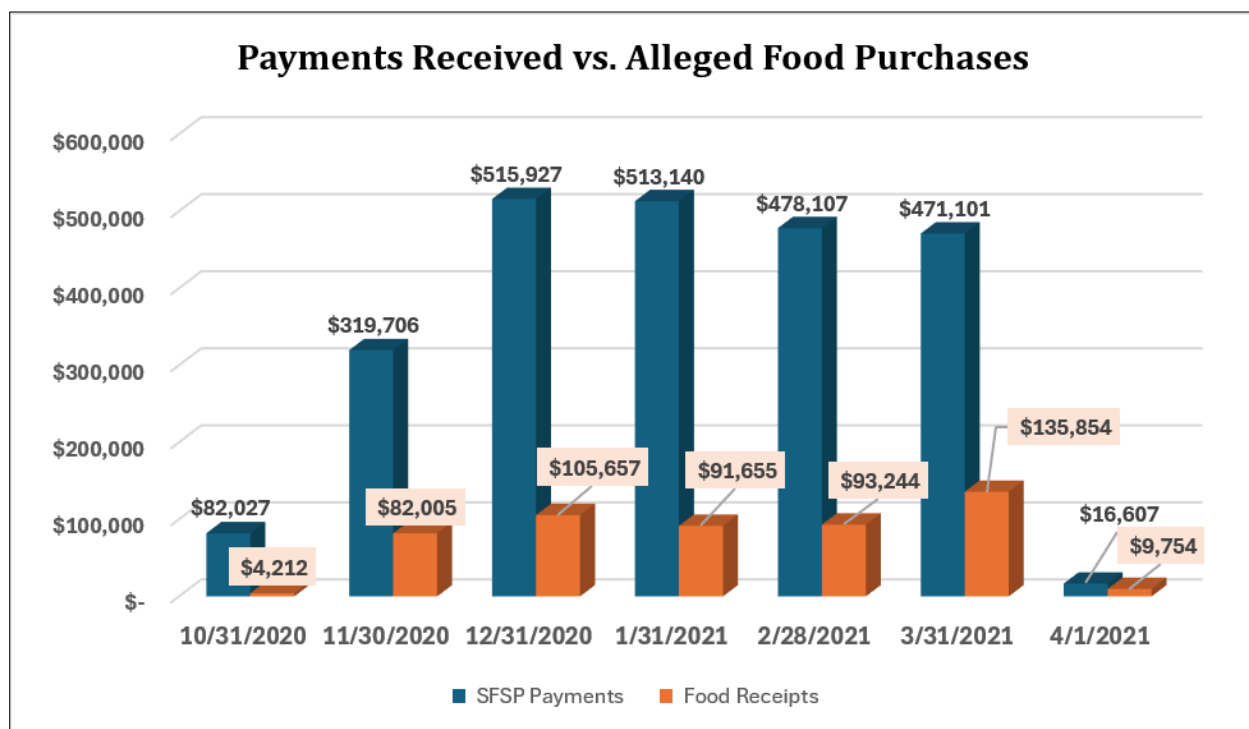
INVOICE			
Invoice number 0003		Date of issue 1.13.2021	
Billed to Partners in Quality Care 1035 W 7 th Street St. Paul, MN 55102		Nasib Bakery 607 Cedar Ave S Minneapolis, MN 55454	
Description	Unit cost	Qty	Amount
Riverside Park – December	\$2.01 breakfast	93,296	\$187,524.96
Riverside Park – December	\$3.52 lunch	93,296	\$328,401.92

47. Moreover, records suggest that Defendants never provided any food production records to PIN. Food production records are critical not only to confirm whether the food provided complies with SFSP meal pattern requirements, but also to verify that the number of meals a site claims to serve is consistent with the number of meals provided by a vendor.

48. Defendants did, however, provide a number of menus and food receipts to PIN in an attempt to validate the meals Defendants allegedly provided to children.

49. Even assuming that all of these receipts are legitimate and that all of the food was used for the Riverside Park Site and not for other Sites or for Nasib Bakery's business, the receipts fall far short of supporting the thousands of meals that Defendants were purportedly serving under the Riverside Park Site.

50. Below is a chart that shows the amount of money that Nasib Bakery received from PIN each month from October 2020 to April 2021 and the amount of money Nasib Bakery claimed to pay for foods based on receipts that Defendants provided to support the Riverside Park meal count claims.² In total Nasib Bakery received almost \$2.4 million for the Riverside Park meal claims, but Nasib's own receipts and records show only about \$520,000 worth of food purchases.



² The AGO understands that Nasib Bakery used multiple bank accounts during the relevant time period. It appears that Nasib Bakery used one bank account as the primary account for deposits and expenditures related to Riverside Park and the federal child nutrition programs, and Nasib Bakery used another bank account to manage deposits and expenditures for Nasib Bakery's day-to-day business. This graph reflects Nasib Bakery's bank account related to the federal child nutrition programs and does not reflect deposits and expenditures from Nasib Bakery's unrelated second bank account.

51. Moreover, many of the receipts, which purport to show Nasib Bakery purchasing food for Riverside Park's SFSP meal claims, appear to be falsified.

52. For example, Defendants submitted invoices from Super Plaza Halal claiming to purchase over \$110,000 worth of food during the relevant time period. But Nasib Bakery's bank records show that Nasib actually paid just a fraction of that: under \$25,000. Nasib Bakery wrote only five checks to Super Plaza Halal. Four of these checks were for exactly \$5,000 and several of the checks appear to be backdated.

53. Similarly, Defendants provided invoices from Haligood LLC. These invoices claim to show that Defendants purchased almost \$100,000 worth of food from Haligood during the relevant time period, but bank records show that Nasib Bakery actually paid Haligood just under \$20,000 during that same time. In addition, Haligood's invoices provided the same address, phone number, and email address as one of Nasib Bakery's other purported food providers: CHM LLC. Both food providers are associated with a residential home in Edina, Minnesota.

54. In fact, contrary to Nasib Bakery's purported receipts, Nasib Bakery's bank records during the relevant time suggest that Nasib Bakery paid just under \$400,000 on supposed food purchases related to federal child nutrition programs.

55. The State alleges that Mr. Hossen and Nasib Bakery made and submitted falsified receipts to PIN knowing that the information was inaccurate in order to support the falsified meal counts that Mr. Hossen submitted to PIN on behalf of the Riverside Park site.

IV. MR. HOSSEN USED NASIB BAKERY TO FUNNEL LARGE SUMS INTO HIS PERSONAL BANK ACCOUNT.

56. Not only do Nasib Bakery's bank records fail to show the purchases required to provide almost one million meals over six months, but they also reveal that instead of using the

SFSP funds to purchase food for children, Mr. Hossen transferred a large portion of the SFSP funds into his own personal bank account.

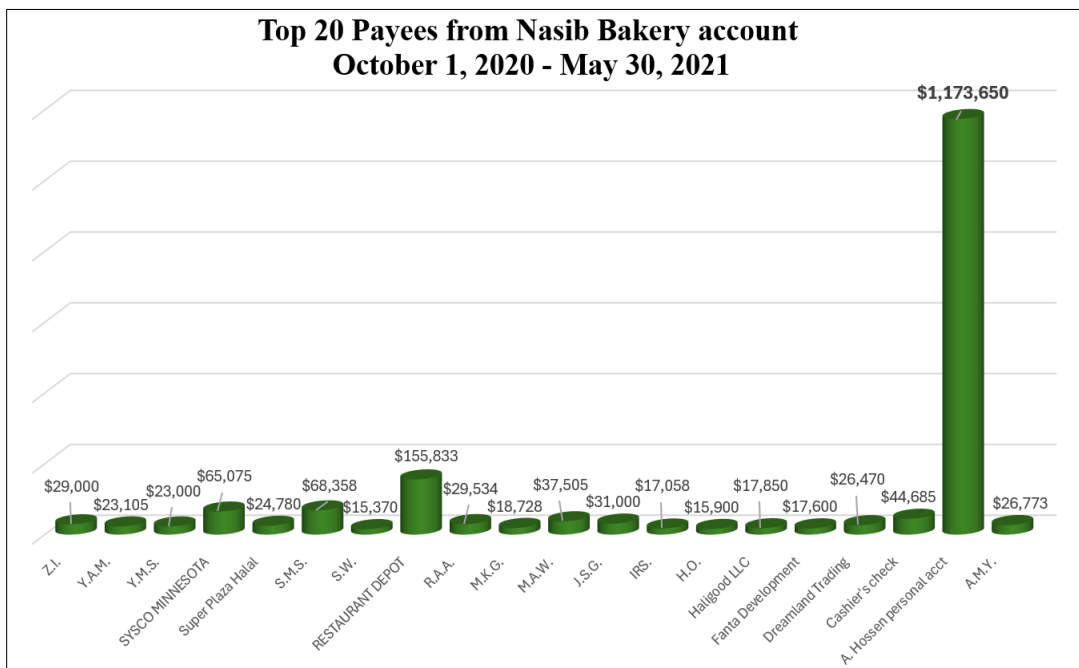
57. In fact, the bank records reveal an alarming pattern. Shortly after Nasib Bakery received SFSP payments from PIN, Mr. Hossen transferred large sums of money to his personal bank account. Below is a chart showing incoming transactions from PIN to Nasib Bakery's bank account and then on the very same day, outgoing transfers of hundreds of thousands of dollars to Mr. Hossen's personal bank account.

58. In total, between October 2020 and April 2021, Mr. Hossen transferred \$1,173,650.00 from the Nasib Bakery bank account to his personal bank account.³

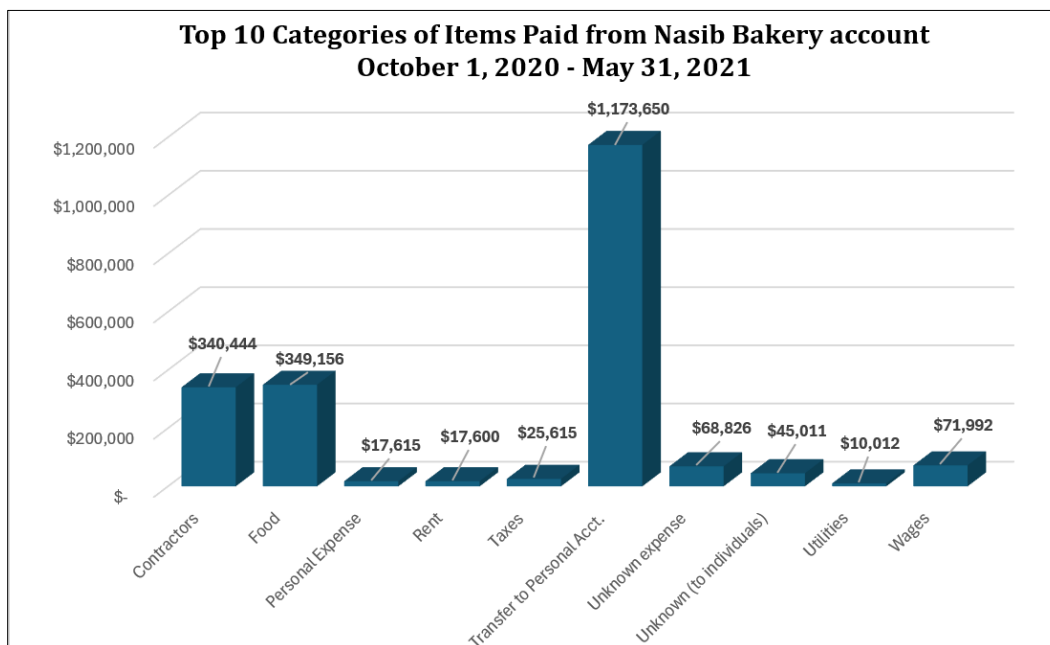
Date	Description	Incoming Transaction	Outgoing Transaction
12/16/2020	Partners in Quality Care	\$ 319,705.89	
12/16/2020	A. Hossen personal account		\$ 150,000.00
1/20/2021	Partners in Quality Care	\$ 515,926.88	
1/20/2021	A. Hossen personal account		\$ 330,000.00
2/18/2021	Partners in Quality Care	\$ 513,139.76	
2/18/2021	A. Hossen personal account		\$ 250,000.00
3/18/2021	Partners in Quality Care	\$ 478,107.21	
3/18/2021	A. Hossen personal account		\$ 320,000.00
TOTALS		\$ 1,826,879.74	\$ 1,050,000.00

³ Later in 2021, Mr. Hossen transferred \$382,300 from his personal account into Nasib Bakery's bank account.

59. The chart below shows the top 20 payees from Nasib Bakery's bank account between October 2020 and May 2021. Notably, Mr. Hossen received more funds from Nasib Bakery than any other payee by almost more than \$1,000,000.



60. The chart below shows the top 10 categories of payees from Nasib Bakery's account from October 2020 to May 2021.



61. Notably, Mr. Hossen did not use these funds to pay for food to feed children. Instead, Mr. Hossen used hundreds of thousands of dollars in fraudulently obtained funds diverted to his personal bank account to purchase properties domestically and abroad, pay off his mortgage, and invest in various companies.

V. DEFENDANTS PROVIDED FAKE DELIVERY LISTS TO SUPPORT RIVERSIDE PARK'S SFSP CLAIMS.

62. As noted above, although Defendants submitted these meal claims under the Site ID of Riverside Park, it does not appear that Defendants served many, if any, meals at the park. Instead, Defendants provided delivery lists which purport to show a day-by-day accounting of where Nasib Bakery delivered meals and to whom.

63. Defendants' delivery lists often provide a family name, an address, total number of children under the age of 18, and a phone number. Notably, most families on Defendants' delivery list purportedly had many children.

64. Based on these lists, Defendants claimed to deliver meals across the Twin Cities metro, including to over a dozen large apartment complexes.

65. Large apartment complexes often impose occupancy limits. For example, several apartment complexes that Defendants purportedly delivered to limit occupancy to two people per bedroom.

66. Nevertheless, Defendants claimed to be serving extremely large families, sometimes as many as 10 children, residing at these apartment complexes—claims that conflict with occupancy limits in many of these same buildings.

67. Further, tenant records provided by several apartment complexes reveal significant discrepancies with Defendants' records.

68. For example, at one apartment complex, Defendants submitted a delivery log for December 4, 2020, that listed 36 families with 173 children. Of these, only 8 of the 36 family names provided matched the tenant register provided by the complex.⁴ Even for the small group of families claimed by Nasib that matched the available tenant records, Defendants appear to have inflated the number of children in these families. In the 8 families that matched the tenant register, Defendants claimed there were 37 children; however, according to the member count provided by the complex, there were at most 12 children living in those 8 apartments, assuming one adult per household. This inaccurate and inflated delivery log was repeated weekly, with names being changed and added each week.

69. Similarly, at that same complex, on December 18, Defendants claimed to serve 42 families with 217 children. First, five family names appear to be duplicated on this list, meaning that 32 children were double counted. Of the 42 families (allegedly with 217 children) that Defendants claimed to have served, only three family names (with 5 children in total) match the tenant register provided by the apartment complex. Even allowing for family names to be listed incorrectly or for parents who lived in the complex but were not identified on the tenant register, Defendants' claims don't add up, and the number of children served appears to be significantly inflated. Of these 42 families, Defendants claimed to have served 10 families with 7 or more children when apartment records indicate that none of the apartments had more than 6 children at the time. Defendants also claimed to have served 7 families each with 6 children, although according to the complex, only one apartment potentially had 6 children. According to

⁴ Notably, the tenant registers provided by this apartment complex typically identified only one adult occupant by name. So, although the Attorney General has been unable to verify 28 of the 36 families identified by Nasib Bakery's delivery log, it is possible that in some cases, the parent identified in Nasib's paperwork would not have appeared in the tenant register.

Defendants' delivery log, the average number of residents per apartment was 6.17, while the figures provided by the complex itself showed an average of 1.71 tenants per unit.

70. At another apartment complex, Defendant claimed to serve 25 families with a total of 82 children, providing 14 meals a week per child for months. However, upon review of the apartments' tenants at the time, 14 of the 25 listed families do not appear on the tenant list. In short, Defendants claimed to serve 82 children at this apartment complex when, in fact, only 33 of the identified children resided at this building.

71. Even where apartment complexes were able to confirm the tenants did in fact live at the apartment, Defendants nevertheless appear to have inflated the number of children served in those apartments.

72. These significant inconsistencies demonstrate that Defendants knowingly created and provided inaccurate and inflated delivery lists to PIN with the understanding that those underlying records would materially support inflated Riverside Park meal claims for which they sought SFSP funds from MDE.

VI. DEFENDANTS' FALSE RECORDS AND STATEMENTS WERE MATERIAL TO MDE.

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

74. As discussed above, SFSP was 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, providing healthy meals to children, and the basic responsibilities placed on sites and vendors remained the same.

75. Here, Defendants inflated the number of meals they claimed to make and deliver, produced false records to support their exaggerated claims, and then sought reimbursement from MDE through PIN for meals that were never provided. This conduct undermines the basic purpose of SFSP, and MDE would not have provided SFSP funding if MDE had been aware of Defendants' fraud.

76. In fact, when MDE learned of similar fraud orchestrated by Feeding our Future, Partners in Nutrition, and a number of affiliated sites, MDE stopped payments to those organizations.

VII. DEFENDANTS ACTED WITH KNOWLEDGE WHEN THEY CAUSED THE SUBMISSION OF FALSE REIMBURSEMENT CLAIMS AND CREATED FALSE RECORDS TO SUPPORT THOSE CLAIMS.

77. 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.

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

79. Here, Defendants knowingly caused false claims to be submitted to MDE and made false statements in support of those false claims.

80. Defendants 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 put on notice of these requirements as evidenced by the Summer Food Service Program Contract for Vended Meals between PIN and Nasib Bakery, signed by Abshir Hossen, which set forth affirmative duties to maintain accurate records of meal preparation, delivery, and distribution.

81. Although Defendants were aware of the program requirements, Defendants knowingly violated program requirements and their commitments to MDE, as described in detail above.

82. Upon information and belief, Defendants exaggerated meal counts, created false meal count forms, produced fictitious receipts, provided false delivery lists, and used these underlying documents to support exorbitant and inaccurate invoices submitted to PIN. Defendants took these actions for the purpose of increasing the amount of SFSP funds received by Nasib Bakery, and ultimately, Mr. Hossen himself.

83. With each action listed above, Defendants acted *knowingly* in causing a false claim to be submitted to MDE and presenting a false claim or making or using a false record of statement material to a false claim.

VIII. DEFENDANTS CAUSED FALSE CLAIMS TO BE SUBMITTED, RESULTING IN SFSP FUNDS BEING PAID TO DEFENDANTS THAT THEY SHOULD NOT HAVE RECEIVED.

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

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

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

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

77. 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.

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

78. The State re-alleges paragraphs 1 through 77 of this Complaint.

79. 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.

80. 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.

81. 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

82. The State re-alleges paragraphs 1 through 77 of this Complaint.

83. 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.

84. 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.

85. 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
UNJUST ENRICHMENT
ALL DEFENDANTS

86. The State re-alleges paragraphs 1 through 77 of this Complaint.

87. 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.

88. 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.

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

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

91. Defendants knowingly accepted such benefits from MDE.

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

93. 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.

94. 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.

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 and II (violations of the Minnesota False Claims Act, Minn. Stat. §§ 15C.02(a)(1), 15C.02(a)(2)), 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) and 15C.02(a)(2) by Defendants;

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

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

6. Awarding the State monetary relief, including damages, 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; and

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

Dated: October 26, 2026

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota

JESSICA WHITNEY
Deputy Attorney General

s/ Emily Scholtes Dykstra
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MINN. STAT. § 549.211 ACKNOWLEDGMENT

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

Dated: October 26, 2026

s/ Emily Scholtes Dykstra
EMILY SCHOLTES DYKSTRA
Assistant Attorney General