UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

United States of America,

Plaintiff,

v.

Aimee Marie Bock et al.,

Defendants.

Case No. 22-cr-223 (NEB/DTS)

REPORT AND RECOMMENDATION

INTRODUCTION

This case—along with several others brought in this District—arises out of the Government's investigation into an alleged multi-million-dollar scheme to defraud federal child nutrition programs. Of the fourteen Defendants charged in this case, nine have filed more than twenty pretrial motions requiring resolution. This Report and Recommendation addresses Defendants' motions to dismiss found at docket numbers 194, 207, 221, 327, 337, 338, 341, 348. Three Defendants—Aimee Marie Bock (Bock), Ahmed Abdullahi Ghedi (Ghedi), and Abdirahman Mohamud Ahmed (Abdirahman)—generally challenge the sufficiency of the Indictment as to the charges brought against them. Dkt. Nos. 194, 207, 221. The five remaining motions seek to dismiss the charges of federal programs bribery based on a recent Supreme Court decision, *Snyder v. United States*, 603 U.S. ----, 144 S.Ct. 1947 (2024). Dkt. Nos. 327, 337, 338, 341, 348. For the reasons stated below, the Court recommends that Defendants' motions to dismiss be denied.

FACTS

The Government filed its 61-count Indictment in this case on September 13, 2022, charging fourteen Defendants with seven offenses. Dkt. No. 1. The Indictment is lengthy, spanning 58 pages and 199 paragraphs. *See generally id.* What follows is a summary of the Indictment, taking the facts alleged in the Indictment as true. *See United States v. Steffen*, 687 F.3d 1104, 1107 n.2 (8th Cir. 2012).[1]

I. Factual Basis and Background

The federal child nutrition programs. The federal government provides funding for various nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program. Dkt. No. 1 ¶ 2. The United States Department of Agriculture (USDA) administers these federal child nutrition programs by distributing federal funds to state governments, which in turn reimburse organizations serving meals at approved sites. *Id.* ¶¶ 5, 8. In Minnesota, the Minnesota Department of Education (MDE) oversees the programs. *Id.* ¶ 6. Approved nonprofit organizations sponsor sites and submit claims for reimbursement to the MDE on behalf of sites they sponsor. *Id.* ¶¶ 7–8. The nonprofit sponsors ordinarily retain ten or fifteen percent of the reimbursed funds as an administrative fee. *Id.* During the COVID-19 pandemic, the USDA waived some of the standard requirements for participating in the program. *Id.* ¶ 9. These waivers left the programs vulnerable to fraud. *Id.*

Feeding Our Future. Feeding Our Future was an approved nonprofit sponsor of the federal child nutrition programs. *Id.* ¶ 10. According to the Indictment, Feeding Our Future "oversaw a massive fraud scheme to defraud carried out by sites under its

[1] On a motion to dismiss, as here, the Court must take the facts alleged in the Indictment as true. *United States v. Welker*, 75 F.4th 820, 821 (8th Cir. 2023) ("In reviewing the sufficiency of an indictment, we accept the government's allegations as true, without reference to allegations outside the indicting document."). By summarizing the facts of the Indictment the Court is not suggesting that facts—or the defendants' guilt—have been established.

sponsorship." *Id.* ¶ 24. It recruited and sponsored hundreds of sites in Minnesota that falsely claimed to be serving meals to children. *Id.* Feeding Our Future submitted claims for reimbursement to the MDE and disbursed proceeds to these sites despite "knowing the claims were fraudulent." *Id.* ¶ 28. It also opened sites of its own, directly requesting reimbursement for meals never served. *Id.* ¶ 25. When the MDE became suspicious, Feeding Our Future took action to keep the reimbursements flowing, including giving false assurances that it was monitoring sites and filing a lawsuit accusing the MDE of violating the Minnesota Human Rights Act. *Id.* ¶¶ 33–34. In total, "Feeding Our Future fraudulently obtained and disbursed more than $240 million in Federal Child Nutrition Program funds during the Covid-19 pandemic." *Id.* ¶ 29.

Feeding Our Future profited from this alleged fraud scheme in two ways. First, it retained ten to fifteen percent of claimed reimbursements as its administrative fee, meaning the nonprofit received tens of millions of dollars in administrative fees for meals that were never served. *Id.* ¶ 30. Second, Feeding Our Future "operated a pay-to-play scheme," where individuals seeking to operate fraudulent sites were required to give "bribes and kickbacks" to Feeding Our Future employees. *Id.* ¶¶ 31, 150–178 (describing dozens of checks written to Feeding Our Future employees). Many of these payments were disguised as consulting fees paid to shell companies. *Id.* ¶ 31.

The Safari Restaurant. The Safari Restaurant was a restaurant in South Minneapolis. *Id.* ¶ 12. In the years prior to the COVID-19 pandemic, the Safari Restaurant's annual revenues approximated $600,000. *Id.* In April 2020, it opened a site at its restaurant under the sponsorship of Feeding Our Future. *Id.* ¶ 35. By July 2020, the Safari Restaurant claimed to serve meals to 5,000 children a day. *Id.* To support its claims for reimbursement, the Safari Restaurant submitted fake documentation such as attendance rosters purporting to list the names and ages of children receiving meals. *Id.* ¶¶ 26, 36. Between April 2020 and November 2021, the Safari Restaurant claimed to have served more than 3.9 million meals. *Id.* ¶ 35. The Safari Restaurant also contracted to be a vendor for other sites sponsored by Feeding Our Future, claiming to provide an additional 2.2 million meals. *Id.* ¶ 37. Between 2020 and 2021, the Safari Restaurant received more than $16 million in federal child nutrition funds. *Id.* During this same time period, the Safari Restaurant paid more than $350,000 to Feeding Our Future in exchange for the nonprofit's sponsorship. *Id.*

ASA Limited and Olive Management. In September and October 2020, Safari Restaurant owners and associates applied to open new sites under the names of ASA Limited and Olive Management, newly created shell companies. *Id.* ¶ 39. The ASA Limited site claimed to serve 2,000 to 3,000 meals each day at a small market located in a strip mall in St. Paul. *Id.* ¶ 40. ASA Limited submitted fake documentation, including meal counts, invoices, and attendance rosters, to support its claims for reimbursement. *Id.* ¶¶ 40–41. In total, ASA Limited received roughly $5 million in federal child nutrition funds. *Id.* ¶ 42. It paid $49,000 to a Feeding Our Future employee who served as the site support manager. *Id.* ¶ 43. Olive Management likewise claimed to serve a large number of children, submitted fake attendance rosters, and received roughly $5 million in federal child nutrition funds. *Id.* ¶¶ 44–46. It similarly paid $45,000 to a Feeding Our Future employee. *Id.* ¶ 47.

Stigma-Free International. In October 2020, the MDE announced that the USDA was no longer allowing restaurants and other for-profit companies to enroll as sites.

Id. ¶ 48. Shortly after this announcement, Safari Restaurant owners and associates obtained a new nonprofit entity, Stigma-Free International, that opened additional sites in Willmar, Mankato, and St. Cloud. *Id.* ¶¶ 49, 50, 55, 61. Safari Restaurant owners and associates also created new shell companies to be meal vendors for the sites. *Id.* ¶¶ 50, 55, 61. The sites claimed to serve meals to thousands of children a day, seven days a week, *id.* ¶¶ 50, 55, 61, submitted fake documentation to support claims for reimbursement, *id.* ¶¶ 52, 57–58, 62–63, and received millions of dollars in federal child nutrition funds, *id.* ¶¶ 53, 59, 64. Entities linked to Stigma-Free International paid more than $325,000 to a Feeding Our Future employee. *Id.* ¶ 54 ($225,000), ¶ 60 ($100,000).

The proceeds. During 2020 and 2021, Safari Restaurant owners and associates created dozens of entities linked to the Safari Restaurant, ASA Limited, Olive Management, and Stigma-Free International sites. *Id.* ¶¶ 184(e)–197. Some of these entities claimed to be meal vendors for sites. *See, e.g.*, *id.* ¶ 184(g) (Tunyar Trading), ¶ 184(i) (Horseed Management LLC). Other entities were created "in order to receive, misappropriate, and launder the proceeds of [the] fraud scheme." *Id.* ¶ 184(c); *see, e.g.*, *id.* ¶ 186 (Salim Limited LLC), ¶ 187 (3017 LLC). Safari Restaurant owners and associates transferred federal child nutrition funds between these shell companies "in order to conceal the source of nature of the funds." *Id.* ¶ 184(d). They then spent millions of dollars of federal child nutrition funds purchasing real estate, cars, and personal items. *Id.* ¶¶ 184–97.

II. The Counts

A. Count I: Conspiracy to Commit Wire Fraud

Count 1 of the Indictment charges thirteen Defendants with conspiracy to commit wire fraud in violation of 18 U.S.C. § 371 and § 1343. *Id.* ¶ 21. The Indictment alleges that the "object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain tens of millions of dollars in Federal Child Nutrition funds by submitting fraudulent claims that they were serving meals to thousands of children a day." *Id.* ¶ 22. This Count's detailed description of the fraud scheme spans 122 paragraphs. *See id.* ¶¶ 21–142.

B. Counts 2–14 (Wire Fraud)

Counts 2 through 14 charge the same thirteen Defendants with specific instances of wire fraud in violation of 18 U.S.C. § 1343. The Indictment alleges that thirteen wires were sent "for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce." *Id.* ¶ 145. Each count is based on a different e-mail. *Id.* The individual counts are formatted in a table as follows:

Count	Defendants	Date (on or about)	Wire Details
2	AIMEE BOCK SALIM SAID ABDIKAHKIM AHMED AHMED GHEDI	September 8, 2020	An email from BOCK to MDE containing an application to open the ASA Limited site that traveled through servers located outside the state of Minnesota

Id.

C. Count 15: Conspiracy to Commit Federal Programs Bribery

Count 15 charges nine Defendants with conspiracy to commit federal programs bribery in violation of 18 U.S.C. § 371 and § 666. *Id.* The Indictment alleges that the purpose of the conspiracy "was for individuals and entities participating in the fraudulent scheme to obtain Federal Child Nutrition Funds to pay bribes and kickbacks to Feeding Our Future employees in exchange for Feeding Our Future's sponsorship of their participation in the Federal Child Nutrition Program." *Id.* ¶ 148. The Count describes several payments from Safari Restaurant owners and associates to Feeding Our Future employees. *Id.* ¶¶ 150–78.

D. Counts 16–40: Federal Programs Bribery

Counts 16 through 40 charge eight Defendants with committing federal programs bribery in violation of 18 U.S.C. § 666(a)(1)(B) and § 666(a)(2). The Indictment alleges that Defendants "corruptly gave, offered and agreed to give anything of value to any person with intent to influence and reward an agent of an organization . . . in connection with any business, transaction and series of transactions of each organization involving anything of value of $5,000 or more, where such organization received benefits in excess of $10,000 annually under federal programs." *Id.* ¶ 180. Each count is based on a separate payment from a Safari Restaurant owner or associate to a Feeding Our Future employee. *Id.* The individual counts are formatted in a table as follows:

Count	Defendant(s)	Date (on or about)	Payment
16	ABDIKERM EIDLEH SALIM SAID	July 28, 2020	A $1,500 check from Cosmopolitan Business Solutions LLC to Eidleh Inc.

Id.[2]

[2] For context, Defendant Abdikerm Abdelahi Eidleh (Eidleh) was a Feeding Our Future employee and Defendant Salim Ahmed Said (Said) was a Safari Restaurant owner. It can reasonably be inferred that the Government is alleging each transaction violated both 18 U.S.C. §§ 666(a)(1)(B) and (a)(2). In other words, that a Feeding Our Future employee

E. Count 41: Conspiracy to Commit Money Laundering

Count 41 charges thirteen Defendants with conspiring to launder money in violation of 18 U.S.C. § 1956(a)(1)(B)(i) and § 1956(h). *Id.* ¶ 182. The Indictment alleges that the purpose of the conspiracy "was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds." *Id.* ¶ 183. To this end, Defendants "created limited liability companies for use in hiding the source and ownership of proceeds of the fraudulent scheme." *Id.* ¶ 184(a). This Count describes the entities created by Safari Restaurant owners and associates, transfers of federal child nutrition funds between those entities, and purchases made with federal child nutrition funds. *Id.* ¶¶ 184–97.

F. Counts 42–61: Money Laundering

Counts 42 through 61 charge the same thirteen Defendants with laundering money in violation of 18 U.S.C. § 1957. The Indictment alleges that Defendants "knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than $10,000," such property having been derived from wire fraud.

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violated § 666(a)(1)(B) by accepting a bribe and a Safari Restaurant owner or associate violated § 666(a)(2) by giving a bribe.

Id. ¶ 199. Each count is based on a separate purchase made with federal child nutrition funds. *Id.* The individual counts are formatted in a table as follows:

Count	Defendant(s)	Date (on or about)	Transaction
42	SALIM SAID	February 24, 2021	Payment of approximately $47,000 towards the purchase of a 2021 Chevrolet Silverado truck

Id. ¶ 199.

III. Charges as to Specific Defendants

A. Aimee Marie Bock

Bock was the founder and executive director of Feeding Our Future. *Id.* ¶ 10. The Indictment charges her with conspiracy to commit wire fraud, four counts of wire fraud, conspiracy to commit federal programs bribery, and one count of federal programs bribery. *Id.* ¶¶ 21, 145, 147, 180. What follows is the factual basis for those counts.

Count 1: conspiracy to commit wire fraud. Several paragraphs of the Indictment describe Bock's personal role in the alleged fraud scheme. For example, she submitted sponsorship applications for the Safari Restaurant, ASA Limited, Olive Management, and Stigma-Free International, *id.* ¶¶ 68, 73, 103, 104, 116, entered into contracts with meal vendors at those sites, *id.* ¶¶ 69, 74, 106, 117–18, and sent communications to the MDE to "divert attention away from [the] fraudulent scheme," *id.* ¶ 33; *see, e.g.*, *id.* ¶ 48 (describing a letter falsely claiming that sites were staffed by Feeding Our Future employees). Other paragraphs detail further acts attributable to her and Feeding Our Future. *Id.* ¶ 28 ("Bock and Feeding Our Future submitted her co-conspirators' fraudulent claims to MDE.”), ¶ 34 (“Bock and Feeding Our Future gave false assurances that they were monitoring the sites.”).

Counts 2, 4, 5, and 12: wire fraud. Count 2 of the Indictment is based on a September 2020 e-mail Bock sent to the MDE containing an application to open the ASA Limited site. *Id.* ¶ 145. Count 4 on Bock’s October 2020 e-mail applying to open a Stigma-Free International site. *Id.* Count 5 on Bock’s October 20 e-mail to the MDE falsely claiming that sites operated by Safari Restaurant owners and associates were staffed by Feeding Our Future employees. *Id.* ¶¶ 48, 145. And Count 12 on a November 2021 e-mail sent from a Safari Restaurant associate to Bock containing fake documentation to support ASA Limited’s claims for reimbursement. *Id.* ¶ 145.

Count 15: conspiracy to commit federal programs bribery. One of the sites operated directly by Feeding Our Future was called the Southcross site. *Id.* ¶ 140. Bock sold the Southcross site to Safari Restaurant owners for $310,000. *Id.* ¶ 141. To hide the nature of the transaction, Bock created a contract stating it was for the sale of a childcare center. *Id.*

Count 40: federal programs bribery. Count 40 is based on Bock accepting $310,000 for the sale of the Southcross site. *Id.* ¶ 145.

B. Ahmed Abdullahi Ghedi

Ghedi was an ASA Limited owner who received federal child nutrition funds from the alleged fraud scheme. *Id.* ¶ 13. The Indictment charges him with conspiracy to commit wire fraud, three counts of wire fraud, one count of federal programs bribery, conspiracy to commit money laundering, and four counts of money laundering. *Id.* ¶¶ 21, 145, 180, 182, 199.

Count 1: conspiracy to commit wire fraud. Ghedi was a one-third partner in ASA Limited, which received more than $5 million in federal child nutrition funds. *Id.* ¶¶ 13, 42. Ghedi, along with the other ASA Limited owners, claimed that the entity was serving meals to thousands of children every day. *Id.* ¶ 75. As ASA Limited received reimbursements based on its claimed meal counts, it transferred the proceeds to Safari Restaurant owners and associates, including Ghedi. *Id.* ¶¶ 42, 81 ($203,700 check from ASA Limited to Ghedi entity), ¶ 84 ($190,000 check). He also received federal child nutrition funds from Olive Management and Stigma-Free International. *Id.* ¶¶ 98, 115. Between December 2020 and November 2021, Ghedi received more than $2 million from the alleged fraud scheme. *Id.* ¶ 190.

Counts 2, 5, and 12: wire fraud. Count 2 is based on a September 2020 e-mail from Bock to the MDE containing an application to open the ASA Limited site. *Id.* ¶ 145. Count 5 on an October 2020 e-mail from Bock to the MDE falsely claiming that sites operated by Safari Restaurant owners and associates were staffed by Feeding Our Future employees. *Id.* ¶¶ 48, 145. And Count 12 on a November 2021 e-mail from an ASA Limited owner to Bock containing fake documentation in support of ASA Limited claims for reimbursement. *Id.* ¶ 145.

Count 23: federal programs bribery. Count 23 is based on a January 2021 payment of $5,000 from Ghedi to a Feeding Our Future employee. *Id.* ¶ 180.

Count 41: conspiracy to commit money laundering. On December 14, 2020, Ghedi created AG Limited LLC. *Id.* ¶ 190. He used the entity "as a shell company to hide and disguise the source and ownership of his portion of the fraud proceeds." *Id.* Between December 2020 and November 2021, Ghedi transferred more than $2 million in federal child nutrition funds to AG Limited bank accounts. *Id.* He then used the money to purchase motor vehicles, real estate, and to fund credit card spending. *Id.*

Counts 43, 46, 53, and 56: money laundering. Count 43 is based on Ghedi's March 2021 purchase of a 2021 Cadillac Escalade. *Id.* ¶ 199. Count 46 on his March 2021 purchase of a 2020 Dodge Charger Hellcat. *Id.* Count 53 on his July 2021 purchase of a 2021 Dodge Ram 1500. *Id.* And Count 56 on his August 2021 lease of a 2021 Mercedes S-Class S580 sedan. *Id.* All of these purchases were made with federal child nutrition funds derived from the alleged fraud scheme. *Id.* ¶¶ 190, 199.

C. Abdirahman Mohamud Ahmed

Abdirahman was a Safari Restaurant owner who received federal child nutrition funds from the alleged fraud scheme. *Id.* ¶¶ 12, 188–89. The Indictment charges him with conspiracy to commit money laundering and three counts of money laundering. *Id.* ¶¶ 182, 199.

Count 41: conspiracy to commit money laundering. Abdirahman used two entities to "launder his share of the fraud proceeds." *Id.* ¶ 189. In May 2021, Abdirahman, along with two other Safari Restaurant owners, registered Afrikan Village LLC with the Ohio Secretary of State. *Id.* ¶ 188. Each Safari Restaurant owner transferred more than $800,000 in federal child nutrition funds to Afrikan Village, which then purchased a commercial building for $2.4 million. *Id.* Abdirahman also deposited more than $2 million in federal child nutrition funds into accounts held by Afra Grill LLC. *Id.* ¶ 189. He then transferred the money from Afra Grill into his personal bank accounts and spent it to purchase a residential house in Ohio and a Lexus RX350 SUV. *Id.* ¶¶ 189, 199.

Counts 48, 57, and 60: money laundering. Count 48 is based on Abdirahman's May 2021 purchase of the Lexus RX350 SUV. *Id.* ¶ 199. Count 57 on his participation in the August 30 purchase of the $2.4 million commercial building. *Id.* And Count 60 on his November 2021 purchase the house in Ohio. *Id.* All of these purchases were made with federal child nutrition funds derived from the alleged fraud scheme. *Id.* ¶¶ 188–89, 199.

ANALYSIS

I. Standard of Review

Defendants challenge the sufficiency of the indictment under Federal Rule of Criminal Procedure 12(b). Rule 7 requires an indictment to be "a plain, concise, and definite written statement of the essential facts constituting the offense charged." Fed. R. Crim. P. 7(c)(1). "An indictment adequately states an offense if: it contains all of the essential elements of the offense charged, fairly informs the defendant of the charges against which he must defend, and alleges sufficient information to allow a defendant to plead a conviction or acquittal as a bar to a subsequent prosecution." *United States v. Hayes*, 574 F.3d 460, 472 (8th Cir. 2009) (quoting *United States v. Sewell*, 513 F.3d 820, 821 (8th Cir. 2008)). An indictment that tracks the statutory language is normally sufficient. *Sewell*, 513 F.3d at 821. However, slightly greater detail is required for an indictment brought under the wire fraud statute. *United States v. Hansmeier*, 988 F.3d 428, 436 (8th Cir. 2021). An indictment brought under the wire fraud statute must "specify facts . . . with such reasonable particularity as will apprise the defendant, with reasonable certainty, of the nature of the accusation and as will enable the court to say that the facts stated are sufficient in law to support a conviction." *Id.* (quoting *United States v. Steffen*, 687 F.3d 1104, 1113 (8th Cir. 2012)). Because the sufficiency of an indictment "turns on the elements of [the offenses charged]," *Hansmeier*, 988 F.3d 428 at 436, it makes sense to begin with the elements:

- *Conspiracy to commit wire fraud.* The elements of conspiracy to commit wire fraud are: (1) there was an agreement to commit wire fraud; (2) the defendant knew of the agreement; and (3) the defendant knowingly joined and participated in the agreement. *United States v. Louper-Morris*, 672 F.3d 539, 555 (8th Cir. 2012).

- *Wire fraud.* The elements of wire fraud are: "(1) intent to defraud, (2) participation in a scheme to defraud, and (3) the use of a wire in furtherance of the fraudulent scheme." *United States v. Rice*, 699 F.3d 1043, 1047 (8th Cir. 2012).

- *Conspiracy to commit federal programs bribery.* The elements of a conspiracy to commit federal programs bribery are: (1) there was an agreement to commit federal programs bribery; (2) the defendant knew of the agreement; and (3) the defendant knowingly joined and participated in the agreement. *See United States v. Hawkins*, 796 F.3d 843, 867 (8th Cir. 2015) (generally describing elements of a criminal conspiracy).

- *Soliciting or accepting a bribe.* The four elements of § 666(a)(1)(B) federal programs bribery are: (1) the defendant was an agent of an organization; (2) that organization received annual benefits in excess of $10,000 pursuant to a federal program (3) the defendant corruptly solicited, demanded, or accepted money or something of value in connection with the business, transaction, or series of transactions of the organization; and (4) the transactions involved something of a value of $5,000 or more. *See* Eighth Circuit Manual of Model Jury Instructions (Criminal) § 6.18.666B.

- *Offering or giving a bribe*. The four elements of § 666(a)(2) federal programs bribery are: (1) the recipient was an agent of an organization; (2) that organization received annual benefits in excess of $10,000 pursuant to a federal program; (3) the defendant corruptly, gave, offered, or agreed to give money or something of value to the recipient in connection with the business, transaction, or series of transactions of the organization; and (4) the transactions involved something of a value of $5,000 or more. *United States v. Nystrom*, No. Crim. 07-30100-03, 2008 WL 4833984, at *3 (D.S.D. Nov. 4, 2008) (citing Eighth Circuit Manual of Model Jury Instructions (Criminal) § 6.18.666C).

- *Conspiracy to commit money laundering*. The elements of a conspiracy to commit money laundering in violation of § 1956(h) are: "(1) an agreement . . . to launder money; (2) the defendant's voluntary joinder of the agreement; and (3) the defendant's knowing joinder of the agreement." *United States v.*

Hoffman, 707 F.3d 929, 934 (8th Cir. 2013) (quoting *United States v. Jarrett,* 684 F.3d 800, 802 (8th Cir. 2012)) (alteration in original).[3]

- *Section 1957 money laundering.* The elements of § 1957 money laundering are: "(1) that the defendant knowingly engaged in a monetary transaction, (2) that the defendant knew the property involved derived from specified unlawful activity, and (3) that the property was of a value greater than $10,000." *United States v. Johnson*, 450 F.3d 366, 375 (8th Cir. 2006).

II. Aimee Marie Bock (Dkt. Nos. 194, 327)

Bock moves to dismiss all counts brought against her under Rule 12(b), challenging the sufficiency of the Indictment. The thrust of her argument is that the Indictment "fails to assert with sufficient clarity the connection between Defendant and the offenses," Dkt. No. 194 at 5, and "fundamentally does not allege a crime." *Id.* at 3. These broad attacks on the Indictment are not supported by the record.

The Indictment charges Bock with conspiracy to commit wire fraud, wire fraud, conspiracy to commit federal programs bribery, and § 666(a)(1)(B) federal programs bribery. Dkt. No. 1 ¶¶ 21, 145, 147, 180. The Indictment's allegations track the statutory language, *id.* ¶¶ 21, 144, 147, 180,[4] contain all of the essential elements, and provide an adequate factual basis to bar subsequent prosecution, *id.* ¶¶ 21–180. The Indictment provides a detailed account of Bock's personal involvement in the fraud scheme, *see,*

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[3] Here, the conspiracy is premised on an agreement to launder money in violation of 18 U.S.C. § 1956(a)(1)(B)(i). "The elements of a § 1956(a)(1)(B)(i) money laundering violation are: (1) that the defendant conducted a financial transaction involving the proceeds of unlawful activity; (2) that the defendant knew the proceeds involved in the transaction were the proceeds of an unlawful activity; and (3) that the defendant intended 'to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity.'" *United States v. Dugan*, 238 F.3d 1041, 1043 (8th Cir. 2001) (quoting 18 U.S.C. § 1956(a)(1)(B)(i) (1994)).

[4] The Indictment tracks the language of a § 666(a)(2) violation (giving a bribe), not a § 666(a)(1)(B) violation (accepting a bribe). *See* Dkt. No. 1 ¶ 180. However, the Indictment still contains all of the essential elements for a § 666(a)(1)(B) violation and the factual basis for Count 40.

e.g., *id.* ¶¶ 68–69 (submitting site applications), ¶¶ 33–34 (providing false assurances to the MDE), contains the date and description of each e-mail forming the basis for a wire fraud count, *id.* ¶ 145, outlines a "pay-to-play scheme," where sponsored sites were required to kickback a portion of their proceeds to Feeding Our Future employees in exchange for sponsorship, *id.* ¶¶ 31, 148–78, and describes the $310,000 payment from Safari Restaurant owners to Bock, *id.* ¶¶ 141–42, 178, 180. That is more than enough to charge Bock with each count brought against her.

Bock's more specific arguments do not change this result. She argues that the Indictment "fails to state that the administrative fee changed [sic] by Feeding Our Future is lawful and that the fees were not paid to Defendant." Dkt. No. 194 at 3. To start, the Indictment explains that nonprofit sponsors ordinarily receive administrative fees. Dkt. No. 1 ¶ 8. Regardless, none of the offenses charged are premised on the illegality of Feeding Our Future's administrative fees. The wire-fraud counts are premised on a scheme to claim reimbursements for meals never served. And the federal-programs-bribery counts are premised on an agreement of payments for sponsorship.

Bock also argues that the Indictment fails to allege "that kickbacks are inherently fraudulent." Dkt. No. 194 at 3. This is irrelevant. The Indictment alleges that Bock accepted $310,000 as a bribe in violation of § 666(a)(1)(B). Regardless of whether kickbacks are inherently fraudulent, it is illegal for agents of organizations receiving federal funds to accept a bribe in connection with certain transactions.

Finally, in a supplemental motion to dismiss, Bock argues that the $310,000 was the legitimate purchase of a child development center, not a bribe. Dkt. No. 327 at 2–3. But "a motion to dismiss is not the appropriate vehicle to challenge the veracity of the facts alleged" in an indictment. *United States v. Hansmeier*, No. 016-cr-334, 2017 WL 8947193, at *3 (D. Minn. July 24, 2017), *R&R adopted,* No. 16-cr-334, 2017 WL 3971874 (D. Minn. Sept. 8, 2017); *see also United States v. Hughson*, 488 F. Supp. 2d 835, 841 (D. Minn. 2007) ("Ordinarily, the Court's assessment is limited to the 'four corners' of the Indictment."). Arguments that the $310,000 payment was a legitimate transaction, and evidence to support such arguments, will have to wait for trial. Accordingly, the Court recommends that Bock's motions to dismiss be denied.[5]

III. Ahmed Abdullahi Ghedi (Dkt. No. 207)

Ghedi moves to dismiss Counts 1, 2, 5, 12, 41, 43, 46, and 56 under Rule 12(b), challenging the sufficiency of the indictment.[6] Dkt. No. 207. The thrust of his argument is that the Indictment "fails to assert essential elements of the offense(s)." *Id.* at 1.

As to wire fraud conspiracy (Count 1), Ghedi argues that the Indictment's specific allegations fail to sufficiently allege he was a knowing participant in the scheme. Dkt. No. 207 at 3. The specific allegations he points to are (1) Ghedi's representation that ASA Limited was serving 2,500 children a day and (2) his receipt of funds from the alleged fraud scheme. *Id.* at 3 (citing Dkt. No. 1 ¶¶ 75, 81). Ghedi contends the Indictment fails to allege he knew ASA Limited was not serving 2,500 children a day or that "Ghedi knew the true nature of these payments." *Id.*

There are two problems with this argument. First, it is not a fair reading of the Indictment. Specific allegations of Ghedi's participation in the wire fraud scheme must be

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[5] To the extent Bock's supplemental motion to dismiss raises an argument based on *Snyder*, such arguments are not persuasive, as is explained below in the context of Defendant Abdulkadir Nur Salah's (Abdulkadir) motion to dismiss. *See* Infra, Part V.

[6] He concedes that the Indictment is sufficient as to Count 15, conspiracy to commit federal programs bribery. *See* Dkt. No. 207 at 5.

read in conjunction with the general allegations that he was a knowing participant in the fraud scheme, *see, e.g.*, Dkt. No. 1 ¶ 144 (alleging that Ghedi and others "knowingly devise[d] and participate[d] in a scheme and artifice to defraud"), and the Indictment's detailed description of the fraud scheme. *See Hansmeier*, No. 16-cr-334, 2017 WL 8947193, at *3, *R&R adopted,* No. 16-cr-334, 2017 WL 3971874 (explaining that indictments should be read as a whole to include facts necessarily implied and construed according to common sense). When viewing the Indictment as a whole, it necessarily implies that Ghedi knowingly sought reimbursement for meals ASA Limited never served and that he was aware of the fraudulent origin of his federal child nutrition funds. Second, the Indictment's allegations that Ghedi created ASA Limited with co-conspirators, quickly submitted implausibly high claims for reimbursement, received millions in proceeds from the scheme through several distinct entities, and created a shell company to hide the receipt of federal child nutrition funds, are "facts sufficient to allege [Ghedi's] knowledge." *United States v. Palmer*, 917 F.3d 1035, 1039 (8th Cir. 2019) (finding allegations of circumstantial evidence sufficient). In short, Count 1 sufficiently states the offense of conspiracy to commit wire fraud against Ghedi.

As to wire fraud (Counts 2, 5, and 12), Ghedi argues that the e-mails upon which the counts are based "do not involve any act by Ghedi." Dkt. No. 207 at 4. But "[t]he Government is not required to prove that a defendant himself transmitted or caused to be transmitted the wire transfers at issue, because 'a defendant will be deemed to have "caused" the use of . . . the interstate wires if the use was the reasonably foreseeable result of his actions.'" *United States v. Hecker*, No. 10-cr-32, 2010 WL 3463393, at *8 (D. Minn. July 6, 2010), *R&R,* No. 10-cr-32, 2010 WL 3463396 (D. Minn. Aug. 30, 2010) (quoting *United States v. Hetherington*, 256 F.3d 788, 794 (8th Cir. 2001)). The submission of a site application was a reasonably foreseeable result of Ghedi and co-conspirators creating ASA Limited (Count 2). Although slightly more attenuated, the same follows for the ASA Limited co-owner's e-mail sending falsified documents to Bock (Count 12). Similarly, considering Ghedi's role in ASA Limited, and that Bock's October 20 e-mail was sent in furtherance of the alleged fraud scheme,[7] there is enough of a link for the Indictment to sufficiently allege Count 5 of wire fraud against Ghedi.

As to money laundering and conspiracy to commit money laundering (Counts 41, 43, 45, and 56), Ghedi argues that the Indictment fails "to allege that Ghedi was aware of the true character of the proceeds he received." Dkt. No. 207 at 5. Again, this is not persuasive. To start, the Indictment's allegations track the statutory language, including alleging Ghedi's knowledge of the true character of the federal child nutrition funds he received. *See* Dkt. No. 1 ¶¶ 182, 199. The Indictment identifies the transactions that are the factual basis for each count of money laundering, *see id.* ¶¶ 199, along with the series of transactions that form the factual basis of the alleged conspiracy, *id.* ¶¶ 182–197. That is ordinarily sufficient. After all, an indictment is not required to "set forth with particularity the theory of the Government's case as to factual evidence." *See United States v. Finch*, No. 21-cr-157, 2022 WL 1110994, at *16 (D. Minn. Feb. 9, 2022), *R&R adopted*, 21-cr-157, 2022 WL 843937 (D. Minn. Mar. 22, 2022) (recommending denial of motion to dismiss premised on absence of factual evidence of intent to conceal). Regardless, the Indictment's factual allegations of Ghedi's participation in the scheme and receipt of

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[7] Bock's October 20 e-mail to the MDE attached a letter titled "Clarification – Restaurants." Dkt. No. 1 ¶ 48. In that letter, Bock falsely claimed several sites opened at restaurants—including ASA Limited—were staffed and operated by Feeding Our Future employees. *Id.*

millions in federal child nutrition funds are more than enough to allege his knowledge of the true character of the proceeds. *See Palmer*, 917 F.3d at 1039. Therefore, the Court recommends that Ghedi's motion to dismiss be denied.

IV. Abdirahman Mohamud Ahmed (Dkt. No. 221)

Abdirahman moves to dismiss all counts against him under Rule 12(b), contending that "the Indictment is fatally defective because it fails to assert essential elements of the offense(s) charged as to [Abdirahman]." Dkt. No. 221 at 1. More specifically, he argues that the Indictment "fails to assert any facts whatsoever as to the essential elements of knowledge." *Id.* at 4–5.

There are two basic problems with this attack. First, an indictment is not required to "set forth with particularity the theory of the Government's case as to factual evidence." *See Finch*, No. 21-cr-157, 2022 WL 1110994, at *16, *R&R adopted*, 21-cr-157, 2022 WL 843937. An indictment that tracks the statutory language is ordinarily sufficient, *see United States v. Hayes*, 574 F.3d 460, 472 (8th Cir. 2009), as the Indictment adequately does here for both offenses, including knowledge. Dkt. No. 1 ¶ 182 (alleging that Abdirahman and others "conspired . . . knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity . . . and knowing those transactions were designed . . . to conceal and disguise"), ¶ 199 (alleging that Abdirahman and others "knowingly engaged . . . in monetary transactions, such property having been derived from specified unlawful activities"). Moreover, the Indictment contains sufficient factual information for Abdirahman to plead a conviction or acquittal as a bar to subsequent prosecution. Second, even assuming the Indictment is required to set forth sufficient facts as to Abdirahman's knowledge, it has done so. The Indictment alleges that he was a Safari Restaurant owner, received more than $2 million in federal child nutrition funds in a period of nine months (from a restaurant with an annual revenue of $600,000), and jointly registered a shell company to purchase a commercial building for $2.4 million with two active participants in the alleged fraud scheme. These facts are sufficient to allege his knowledge of the source of the proceeds (or at least willful blindness). *See Palmer*, 917 F.3d at 1039 (allegations of circumstantial evidence sufficient); *United States v. Lewis*, 557 F.3d 601, 612–13 (8th Cir. 2009) (affirming willful blindness instruction in wire fraud and money laundering case).

V. Abdulkadir Nur Salah (Dkt. No. 348)

Abdulkadir moves to dismiss all counts of federal programs bribery against him based on *Snyder v. United States*, 603 U.S. ----, 144 S.Ct. 1947 (2024). Before reaching his arguments, an overview of *Snyder* is helpful.

In *Snyder*, the City of Portage, Indiana, awarded contracts worth $1.1 million to a local trucking company. *Snyder*, 144 S.Ct. at 1954. A year later, the company sent a $13,000 check to the mayor of Portage. *Id.* The mayor was then charged and convicted of accepting an illegal gratuity in violation of § 666(a)(1)(B). *Id.* On appeal, the Seventh Circuit Court of Appeals affirmed his conviction, rejecting Snyder's argument that § 666 criminalizes only bribes, not gratuities. *Id.* at 1954. The Supreme Court reversed, holding that § 666(a)(1)(B) does not make it a federal crime "for state and local officials to accept gratuities for their past official acts." *Id.* at 1954–60. As the Court explained, gratuities "are typically payments made to an official *after* an official act as a token of appreciate," while "bribes are payments made or agreed to *before* an official act in order to influence the official with respect to that future official act." *Id.* at 1951.

Based on *Snyder*, Abdulkadir contends that the Indictment's counts of federal programs bribery must be dismissed because the Indictment fails to allege any agreement to influence an official act before the act was taken. Dkt. No. 348 at 1–3. Not so. The Indictment alleges that Feeding Our Future "operated a pay-to-play scheme, where individuals seeking to operate fraudulent sites . . . had to kickback a portion of their fraudulent proceeds to Feeding Our Future employees." Dkt. No. 1 ¶ 31. Later, it alleges that there was a conspiracy for Safari Restaurant owners and associates "to pay bribes and kickbacks . . . in exchange for Feeding Our Future's sponsorship." *Id.* ¶ 148. A conspiracy, by nature, is an agreement. In other words, the Indictment alleges a quid pro quo scheme of money for sponsorship, not after-the-fact gratuities as a token of appreciation. Moreover, the Indictment's factual allegations of regular payments shortly after sites were opened are consistent with this theory. *See id.* ¶¶ 151–77. Therefore, the Indictment sufficiently alleges the elements of § 666(a)(2) bribery.

Abdulkadir counters in his reply that paragraph thirty-one of the Indictment (describing the pay-to-play scheme) "says absolutely nothing about Defendant Salah's alleged *mens rea*." Dkt. No. 352 at 1. According to him, the Indictment lacks any allegations "that [Abdulkadir] individually had any intent prior to April 2020 to influence the act through later bribes." *Id.* at 2. That is not true. The Indictment alleges that Abdulkadir and others conspired "to obtain Federal Child Nutrition Program funds to pay bribes and kickbacks to Feeding Our Future employees in exchange for Feeding Our Future's sponsorship of their participation." Dkt. No. 1 ¶ 148. The common-sense interpretation of this allegation, when read in conjunction with paragraph thirty-one, is that an agreement predated Feeding Our Future's sponsorship of the applicable sites (here, the Safari

Restaurant). Nor does the Government need to allege or prove the existence of a formal agreement. *See United States v. Wright*, 665 F.3d 560 (3d Cir. 2012), *as amended* (Feb. 7, 2012) ("Parties to a bribery scheme rarely reduce their intent to words, but the law does not require that."). Because the indictment alleges the essential elements of § 666(a)(2) bribery against Abdulkadir and provides an adequate factual basis for those charges, *see* Dkt. No. 1 ¶ 180 (identifying the payments from Abdulkadir Nur Salah to Feeding Our Future employees), the Court recommends that his motion be denied.[8]

VI. Motions to Join (Dkt. Nos. 337, 338, 341)

Defendants Abdihakim Ali Ahmed (Abdihakim), Abdinasir Mahamed Abshir (Abdinasir), and Said move to join Abdulkadir's motion to dismiss based on *Snyder*. *See* Dkt. Nos. 337, 338, 341. None of their motions offer anything new. *See generally id.* Therefore, for reasons just explained, the Court recommends that Abdihakim, Abdinasir, and Said's motions to join be denied.

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[8] As an aside, Abdulkadir contends that Said and Bock submitted an application to open the Safari Restaurant site, without any allegation that Abdulkadir was personally involved. Dkt. No. 352. There are two problems with this assertion. First, this is not a fair characterization of the indictment, which alleges Said and Abdulkadir were part of a common conspiracy to commit wire fraud and federal programs bribery, Dkt. No. 1 ¶¶ 21, 147, sets forth several factual allegations linking Abdulkadir and Said. *Id.* ¶¶ 12, 37, 39, 49, 141, 142, and alleges that both wrote checks to a Feeding Our Future employee from Safari Restaurant bank accounts. *Id.* ¶¶ 151–53, 155–56, 160. Regardless, Abdulkadir's personal involvement in the official act is beside the point. What matters is that the Indictment alleges the essential elements of § 666(a)(2) bribery, including an agreement predating the official act. Whether the Government can prove that the payments were bribes rather than gratuities is a matter for the jury to decide.

RECOMMENDATION

For the reasons set forth above, the Court RECOMMENDS that:

1. Aimee Marie Bock's Motion to Dismiss the Indictment or, in the Alternative, for a Bill of Particulars [Dkt. No. 194] be **DENIED** to the extent she moves to dismiss;

2. Aimee Marie Bock's Motion to Supplement her Motions to Dismiss [Dkt. No. 327] be **DENIED**;

3. Ahmed Abdullahi Ghedi's Motion to Dismiss the Grand Jury Indictment Against Him [Dkt. No. 207] be **DENIED**;

4. Abdirahman Mohamud Ahmed's Motion to Dismiss or, in the Alternative, for a Bill of Particulars [Dkt. No. 221] be **DENIED** to the extent he moves to dismiss;

5. Abdulkadir Nur Salah's Motion to Dismiss Counts of the Indictment Based on *Snyder v. United States* [Dkt. No. 348] be **DENIED**;

6. Salim Ahmed Said's Motion to Join [Dkt. No. 337] be **DENIED**;

7. Abdinasir Mahamed Abshir's Motion to Join [Dkt. No. 338] be **DENIED**; and

8. Abdihakim Ali Ahmed's Motion to Join [Dkt. No. 341] be **DENIED**.

Dated: November 1, 2024

s/David T. Schultz
DAVID T. SCHULTZ
U.S. Magistrate Judge

NOTICE

Filing Objections: This Report and Recommendation is not an order or judgment of the District Court and is therefore not appealable directly to the Eighth Circuit Court of Appeals.

Under Local Rule 72.2(b)(1), "a party may file and serve specific written objections to a magistrate judge's proposed finding and recommendations within 14 days after being served a copy" of the Report and Recommendation. A party may respond to those objections within 14 days after being served a copy of the objections. LR 72.2(b)(2). All objections and responses must comply with the word or line limits set for in LR 72.2(c).