**No. 26-2234**

**(CRIMINAL)**

# In the
# United States Court of Appeals
# for the Eighth Circuit

UNITED STATES OF AMERICA

*Appellee,*

vs.

AIMEE MARIE BOCK

*Appellant.*

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

## ADDENDUM OF APPELLANT

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# UNITED STATES DISTRICT COURT
**District of Minnesota**

UNITED STATES OF AMERICA

v.

**AIMEE MARIE BOCK**

## JUDGMENT IN A CRIMINAL CASE

Case Number: **22-CR-223-NEB-DTS (1)**
USM Number: **22500-510**

**Kenneth Udoibok**
Defendant's Attorney

## THE DEFENDANT:

☐ pleaded guilty to count(s)

☐ pleaded nolo contendere to count(s) which was accepted by the court

☒ was found guilty on counts 1, 2, 4-5, 12, 15 and 40 after a plea of not guilty

The defendant is adjudicated guilty of these offenses:

| Title & Section / Nature of Offense | Offense Ended | Count |
|---|---|---|
| 18:371 CONSPIRACY TO COMMIT WIRE FRAUD | 04/2022 | 1 |
| 18:1343 WIRE FRAUD | 09/08/2022 | 2 |
| 18:1343 WIRE FRAUD | 10/19/20 | 4 |
| 18:1343 WIRE FRAUD | 10/20/20 | 5 |
| 18:1343 WIRE FRAUD | 11/4/2021 | 12 |
| 18:371 CONSPIRACY TO COMMIT FEDERAL PROGRAMS BRIBERY | 01/22 | 15 |
| 18:666(a)(1)(B) and (a)(2) FEDERAL PROGRAMS BRIBERY | 08/13/21 | 40 |

The defendant is sentenced as provided in pages 2 through 7 of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984.

☐ The defendant has been found not guilty on count(s)

☐ Count(s) is/are dismissed on the motion of the United States

It is ordered that the defendant must notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs, and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant must notify the court and United States attorney of material changes in economic circumstances.

**May 21, 2026**
Date of Imposition of Judgment

**s/Nancy E. Brasel**
Signature of Judge

**NANCY E. BRASEL**
**UNITED STATES DISTRICT JUDGE**
Name and Title of Judge

**June 4, 2026**
Date

DEFENDANT: AIMEE MARIE BOCK
CASE NUMBER: 22-CR-223-NEB-DTS (1)

# IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a total term of: 500 months. This term consists of 60 months on each of Counts 1 and 15; 240 months on each of Counts 2, 4, 5, and 12; and 120 months on Count 40. The terms on Counts 2 and 4 shall run concurrently with each other and consecutively to Counts 5 and 12. The terms on Counts 5 and 12 shall run concurrently with each other and consecutively to Counts 2 and 4. The terms on Counts 1, 15, and 40 shall run concurrently with each other. 40 months of the terms on Counts 1 and 15 and 100 months of the term on Count 40 shall run concurrently with the terms on Counts 2, 4, 5, and 12, and 20 months of the terms on Counts 1, 15, and 40 shall run consecutively to the terms on Counts 2, 4, 5, and 12.

☒ The court makes the following recommendations to the Bureau of Prisons: Defendant shall be placed in a facility in Minnesota so she can be near her family.

☒ The defendant is remanded to the custody of the United States Marshal.

☐ The defendant shall surrender to the United States Marshal for this district:

- ☐ at on
- ☐ as notified by the United States Marshal.

☐ The defendant shall surrender for service of sentence at the institution designated by the Bureau of Prisons:

- ☐ before on
- ☐ as notified by the United States Marshal.
- ☐ as notified by the Probation or Pretrial Services Office.

# RETURN

I have executed this judgment as follows:

Defendant delivered on ______________________________ to

at ____________________________________, with a certified copy of this judgment.

UNITED STATES MARSHAL

By
DEPUTY UNITED STATES MARSHAL

DEFENDANT: AIMEE MARIE BOCK
CASE NUMBER: 22-CR-223-NEB-DTS (1)

# SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of: **three (3) years. This term consists of 3 years on each of Counts 1, 2, 4, 5, 12, 15, and 40 to run concurrently.**

# MANDATORY CONDITIONS

1. You must not commit another federal, state or local crime.
2. You must not unlawfully possess a controlled substance.
3. You must refrain from any unlawful use of a controlled substance. You must submit to one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as determined by the court.
   ☒ The above drug testing condition is suspended, based on the court's determination that you pose a low risk of future substance abuse. (*check if applicable*)
4. ☒ You must make restitution in accordance with 18 U.S.C. §§ 3663 and 3663A or any other statute authorizing a sentence of restitution. (*check if applicable*)
5. ☒ You must cooperate in the collection of DNA as directed by the probation officer. (*check if applicable*)
6. ☐ You must comply with the requirements of the Sex Offender Registration and Notification Act (34 U.S.C. § 20901, et seq.) as directed by the probation officer, the Bureau of Prisons, or any state sex offender registration agency in which you reside, work, are a student, or were convicted of a qualifying offense. (*check if applicable*)
7. ☐ You must participate in an approved program for domestic violence. (*check if applicable*)

The defendant must comply with the standard conditions that have been adopted by this court as well as with any additional conditions on the attached page.

DEFENDANT: AIMEE MARIE BOCK
CASE NUMBER: 22-CR-223-NEB-DTS (1)

# STANDARD CONDITIONS OF SUPERVISION

As part of your supervised release, you must comply with the following standard conditions of supervision. These conditions are imposed because they establish the basic expectations for your behavior while on supervision and identify the minimum tools needed by probation officers to keep informed, report to the court about, and bring about improvements in your conduct and condition.

1. You must report to the probation office in the federal judicial district where you are authorized to reside within 72 hours of your release from imprisonment, unless the probation officer instructs you to report to a different probation office or within a different time frame.
2. After initially reporting to the probation office, you will receive instructions from the court or the probation officer about how and when you must report to the probation officer, and you must report to the probation officer as instructed.
3. You must not knowingly leave the federal judicial district where you are authorized to reside without first getting permission from the court or the probation officer.
4. You must answer truthfully the questions asked by your probation officer.
5. You must live at a place approved by the probation officer. If you plan to change where you live or anything about your living arrangements (such as the people you live with), you must notify the probation officer at least 10 days before the change. If notifying the probation officer in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
6. You must allow the probation officer to visit you at any time at your home or elsewhere, and you must permit the probation officer to take any items prohibited by the conditions of your supervision that he or she observes in plain view.
7. You must work full time (at least 30 hours per week) at a lawful type of employment, unless the probation officer excuses you from doing so. If you do not have full-time employment you must try to find full-time employment, unless the probation officer excuses you from doing so. If you plan to change where you work or anything about your work (such as your position or your job responsibilities), you must notify the probation officer at least 10 days before the change. If notifying the probation officer at least 10 days in advance is not possible due to unanticipated circumstances, you must notify the probation officer within 72 hours of becoming aware of a change or expected change.
8. You must not communicate or interact with someone you know is engaged in criminal activity. If you know someone has been convicted of a felony, you must not knowingly communicate or interact with that person without first getting the permission of the probation officer.
9. If you are arrested or questioned by a law enforcement officer, you must notify the probation officer within 72 hours.
10. You must not own, possess, or have access to a firearm, ammunition, destructive device, or dangerous weapon (i.e., anything that was designed, or was modified for, the specific purpose of causing bodily injury or death to another person such as nunchakus or tasers).
11. You must not act or make any agreement with a law enforcement agency to act as a confidential human source or informant without first getting the permission of the court.
12. If the probation officer determines that you pose a risk to another person (including an organization), the probation officer may require you to notify the person about the risk and you must comply with that instruction. The probation officer may contact the person and confirm that you have notified the person about the risk.
13. You must follow the instructions of the probation officer related to the conditions of supervision.

## U.S. Probation Office Use Only

A U.S. probation officer has instructed me on the conditions specified by the court and has provided me with a written copy of this judgment containing these conditions. For further information regarding these conditions, see *Overview of Probation and Supervised Release Conditions*, available at www.uscourts.gov.

Defendant's Signature ______________________________ Date ____________

Probation Officer's Signature ______________________________ Date ____________

DEFENDANT: AIMEE MARIE BOCK
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## SPECIAL CONDITIONS OF SUPERVISION

a. The defendant shall provide the probation officer access to any requested financial information, including credit reports, credit card bills, bank statements, and telephone bills.

b. The defendant shall be prohibited from incurring new credit charges or opening additional lines of credit without approval of the probation officer.

c. The defendant is prohibited from engaging in employment related to government program claims or reimbursements during the term of supervision.

Conditions a-c are ordered based on the nature of the defendant's offenses, including her oversight of a scheme to defraud a government program through the use of fictitious claims, falsified documents, and obfuscated transactions involving fraud proceeds, and to assist the supervising officer with enforcement of the Court's restitution order. The parties did not object to these special conditions recommended in the PSR.

d. The defendant shall submit her person, residence, vehicle, or an area under the defendant's control to a search conducted by a United States Probation Officer or supervised designee, at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a supervision violation. The defendant shall warn any other residents or third parties that the premises and areas under the defendant's control may be subject to searches pursuant to this condition. This condition is ordered considering defendant's possession of documentary evidence of her involvement in the criminal scheme and unexplained assets, thus the search condition is ordered based on reasonable suspicion of a violation. The parties did not object to this special condition recommended in the PSR.

DEFENDANT: AIMEE MARIE BOCK
CASE NUMBER: 22-CR-223-NEB-DTS (1)

# CRIMINAL MONETARY PENALTIES

The defendant must pay the total criminal monetary penalties under the schedule of payments.

| | Assessment | Restitution | Fine | AVAA Assessment* | JVTA Assessment** |
|---|---|---|---|---|---|
| **TOTALS** | $700.00 | $242,807,755 | $.00 | $.00 | $.00 |

☐ The determination of restitution is deferred until An *Amended Judgment in a Criminal Case (AO245C)* will be entered after such determination.

☒ The defendant must make restitution (including community restitution) to the following payees in the amount listed below.

If the defendant makes a partial payment, each payee shall receive an approximately proportioned payment. However, pursuant to 18 U.S.C. § 3664(i), all nonfederal victims must be paid before the United States is paid.

| Name and Address of Payee | ***Total Loss | Restitution Ordered | Priority or Percentage |
|---|---|---|---|
| MWRO – Food and Nutrition Service; Attention: Accounting Division; PO Box 979027; St. Louis, MO 63197-9000. | | $242,807,755 | |
| | | | |
| | | | |
| TOTALS: | $0.00 | $242,807,755 | 0.00% |
| **Payments are to be made to the Clerk, U.S. District Court, for disbursement to the victim.** | | | |

☐ Restitution amount ordered pursuant to plea agreement $

☐ The defendant must pay interest on restitution and a fine of more than $2,500, unless the restitution or fine is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

☒ The court determined that the defendant does not have the ability to pay interest and it is ordered that:

- ☒ the interest requirement is waived for the ☐ fine ☒ restitution
- ☐ the interest requirement for the ☐ fine ☐ restitution is modified as follows:

* Amy, Vicky, and Andy Child Pornography Victim Assistance Act of 2018, Pub. L. No. 115-299.
** Justice for Victims of Trafficking Act of 2015, Pub. L. No. 114-22.
*** Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18 for offenses committed on or after September 13, 1994, but before April 23, 1996.

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# SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties is due as follows:

**A** ☒ Lump sum payments of $ 242,807,755 due immediately, balance due

☐ not later than __________, or

☒ in accordance ☐ C, ☐ D, ☐ E, or ☒ F below; or

**B** ☐ Payment to begin immediately (may be combined with ☐ C, ☐ D, or ☐ F below); or

**C** ☐ Payment in equal __________ *(e.g., weekly, monthly, quarterly)* installments of $ __________ over a period of __________ *(e.g., months or years)*, to commence ________ *(e.g., 30 or 60 days)* after the date of this judgment; or

**D** ☐ Payment in equal 20 *(e.g., weekly, monthly, quarterly)* installments of $ __________ over a period of __________ *(e.g., months or years)*, to commence ________ *(e.g., 30 or 60 days)* after release from imprisonment to a term of supervision; or

**E** ☐ Payment during the term of supervised release will commence within __________ *(e.g., 30 or 60 days)* after release from imprisonment. The court will set the payment plan based on an assessment of the defendant's ability to pay at that time; or

**F** ☒ Special instructions regarding the payment of criminal monetary penalties:

**It is ordered that the Defendant shall pay to the United States a special assessment of $700.00 for Counts 1, 2, 4, 5, 12, 15 and 40, which shall be due immediately. Said special assessment shall be paid to the Clerk, U.S. District Court. Said special assessment shall be paid to the Clerk, U.S. District Court. Restitution in the amount of $242,807,755 is due immediately. Defendant shall receive credit for restitution payments as they are made to the Court. Payments of not less than $100 per month are to be made over a period of 3 years commencing 30 days after release from confinement. Payments are to be made payable to the Clerk, U.S. District Court, for disbursement to the victim. Over the period of incarceration, the defendant shall make payments of either quarterly installments of a minimum of $25 if working non-UNICOR or a minimum of 50 percent of monthly earnings if working UNICOR. It is recommended the defendant participate in the Inmate Financial Responsibility Program while incarcerated. The defendant's obligation to pay the full amount of restitution continues even after the term of supervision has ended, pursuant to federal law. See 18 U.S.C. § 3613. If the defendant is unable to pay the full amount of restitution at the time supervision ends, the defendant may work with the U.S. Attorney's Office Financial Litigation Unit to arrange a restitution payment plan.**

Unless the court has expressly ordered otherwise, if this judgment imposes imprisonment, payment of criminal monetary penalties is due during imprisonment. All criminal monetary penalties, except those payments made through the Federal Bureau of Prisons' Inmate Financial Responsibility Program, are made to the clerk of the court.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

☐ Joint and Several

| Case Number<br>Defendant and Co-Defendant Names<br>*(including defendant number)* | Total Amount | Joint and Several Amount | Corresponding Payee, if appropriate |
|---|---|---|---|

☐ The defendant shall pay the cost of prosecution.

☐ The defendant shall pay the following court cost(s):

☒ The defendant shall forfeit the defendant's interest in the following property to the United States:

The defendant shall forfeit to the United States all her right, title, and interest in all items listed in the preliminary and final orders of forfeiture.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) AVAA assessment, (5) fine principal, (6) fine interest, (7) community restitution, (8) JVTA Assessment, (9) penalties, and (10) costs, including cost of prosecution and court costs.

**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)

**ORDER & 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 suppress found at docket numbers 188, 189, 193, 198, 200, 203, 205, 213, 222, and 223. For the reasons stated below, the Court recommends that Defendants' motions be denied.

## FACTS[1]

The federal government provides funding for various nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program. Dkt.

[1] The facts are drawn from the challenged search warrants and accepted as true. Some conclusory statements and characterizations of the facts are also taken from the challenged warrants but are not accepted as true. *See United States v. Summage*, 481 F.3d 1075, 1077–78 (8th Cir. 2007) ("Conclusory statements made by affiants fail to give the issuing magistrate a substantial basis for determining that probable cause exists."). Although a few parties offer extrinsic evidence, such evidence will be considered when addressing the merits of Defendants' motions.

No. 188-1 ¶ 45. These federal child nutrition programs operate by reimbursing organizations that serve meals at sites. *Id.* ¶¶ 48, 50. State agencies administer the federal child nutrition programs by approving sites and claims for reimbursement. *Id.* ¶¶ 49–50. In Minnesota, the administering agency is the Minnesota Department of Education (MDE). *Id.* ¶ 49. Approved nonprofit organizations sponsor sites and submit claims for reimbursement to the MDE on behalf of those sites.

These reimbursements—federal child nutrition funds—"are supposed to be used to provide nutritious meals and food to children and low-income individuals." *Id.* ¶ 51. However, certain United States Department of Agriculture waivers during the COVID-19 pandemic made the federal child nutrition programs vulnerable to abuse:

> Historically, the Federal Child Nutrition Program has generally functioned through the provision of meals to children involved in education-based programs or activities. During the Covid-19 pandemic, however, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies interfered with the ability to oversee the program. According to MDE officials, this left the program vulnerable to fraud and abuse.

Dkt. No. 188-1 ¶ 52.

Feeding Our Future was an approved nonprofit organization that sponsored sites in Minnesota. *Id.* ¶ 53. During the COVID-19 pandemic, Feeding Our Future's claims for reimbursement skyrocketed. *Id.* ¶ 54. This dramatic increase can be seen in the following table:

| Year | Approximate amount of Federal Child Nutrition Program funds to Feeding Our Future |
|---|---|
| 2018 | $307,253 |
| 2019 | $3,487,168 |
| 2020 | $42,681,790 |
| 2021 | $197,932,695 |
| **Total** | **$244,408,906** |

*Id.*

In April 2021, the MDE provided information to the FBI alleging that Feeding Our Future and sites under its sponsorship were diverting funds away from the federal child nutrition programs. *Id.* ¶ 57. The MDE suspected that these sites were submitting fraudulent documents to claim reimbursement for more meals than they were serving. *Id.* In May 2021, the FBI began to investigate these allegations. *Id.* ¶ 58.[2] As a part of that investigation, the Government applied for several search warrants.

## I. January 12 Search Warrants (the Safari Restaurant)

On January 12, 2022, the Government applied for and received search warrants for five premises connected to the Safari Restaurant and Event Center. *See* Dkt. No. 188-1 ¶ 5. The thrust of the Government's applications was that the Safari Restaurant's owners and associates were defrauding the federal child nutrition programs. Relevant here, the premises to be searched included: (1) the Safari Restaurant; (2) Defendant Abdulkadir Nur Salah's (Abdulkadir) residence; and (3) Defendant Abdikadir Ainanshe Mohamud's (Ainanshe) residence.[3] *Id.* ¶¶ 5, 8, 24, 37. In support of its

[2] The background information discussed so far is included in all of the challenged search warrants.

[3] Several defendants in this case share first or last names with a co-defendant. For clarity and brevity, each defendant will be referred to by a name (first, middle, or last) that is unique to that defendant, *i.e.*, a name that is not shared with any co-defendant in this case. The Court intends no disrespect by adopting this convention.

application, the Government submitted a lengthy affidavit of Federal Bureau of Investigation Special Agent Travis Wilmer. The following facts are drawn from Agent Wilmer's January 12 affidavit.

### A. The Safari Restaurant

*The Safari Restaurant opens a site*. The Safari Restaurant is a restaurant and event center located in South Minneapolis. Dkt. No. 188-1 ¶ 60. It first applied to participate in the federal child nutrition programs in April 2020. *Id.* ¶ 61. According to the application, the Safari Restaurant claimed it would be serving meals at its restaurant. *Id.* Defendant Aimee Marie Bock (Bock)—the executive director of Feeding Our Future—signed the Safari Restaurant's application. *Id.* After the MDE initially denied the application, Feeding Our Future submitted a formal complaint. *Id.* ¶¶ 63–65. On April 30, a few days after receiving Feeding Our Future's complaint, the MDE approved the Safari Restaurant's application. *Id.* ¶ 66. By early July, the Safari Restaurant claimed to be serving breakfast and lunch to around 5,000 children a day. *Id.* ¶ 68. According to Agent Wilmer, this was "an exceedingly large number of children." *Id.* ¶ 69. The Safari Restaurant received approximately $476,000 in federal child nutrition funds in July 2020 and $702,000 in August 2020. *Id.* ¶ 70.

*Related entities open more sites*. In the fall of 2020, "individuals associated with Safari Restaurant enrolled additional sites in the Federal Child Nutrition Program." *Id.* ¶ 71. These individuals created entities to participate in the federal child nutrition programs, including ASA Limited LLC and Olive Management Inc. *Id.* ¶¶ 72, 76. Like the Safari Restaurant, these entities "quickly began reporting that they were serving large numbers of children." *Id.* ¶ 71.

*ASA Limited*. Defendant Abdihakim Ali Ahmed (Abdihakim) created ASA Limited on September 4, 2020, and applied that same day "to enroll in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future." *Id.* ¶ 72.[4] ASA Limited claimed that it was entitled to more than $700,000 for meals served in September and October 2020. *Id.* ¶ 74. From its creation in September 2020 to January 2022, ASA Limited received more than $5.3 million from the federal child nutrition programs. *Id.* ¶ 75.

*Olive Management*. Defendant Ahmed Sharif Omar-Hashim (Omar-Hashim) created Olive Management in September 2020 and applied that same month to enroll in the federal child nutrition programs under the sponsorship of Feeding Our Future. *Id.* ¶ 76. Olive Management "claimed that it was entitled to more than $1.2 million in Federal Child Nutrition Program funds for meals served from September to November 2020." *Id.* ¶ 77. From its creation in September 2020 to January 2022, Olive Management received more than $5.2 million from the federal child nutrition programs. *Id.* ¶ 78.

*Feeding Our Future lawsuit*. In the fall of 2020, the MDE raised concerns about the size of the reimbursements being claimed by the Safari Restaurant and related entities. *Id.* ¶ 79. In October, the MDE terminated the Safari Restaurant's participation in the federal child nutrition programs. *Id.* ¶ 80. In November, Feeding Our Future sued the MDE for unlawfully refusing to approve site applications and unlawfully withholding reimbursements. *Id.* ¶ 81. While the lawsuit was pending, the MDE continued to reimburse

[4] A table in Agent Wilmer's January 12 affidavit identifies Abdihakim and Defendant Ahmed Abdullahi Ghedi (Ghedi) as owners of the Safari Restaurant. *See* Dkt. No. 188-1 ¶ 98. This is inconsistent with other statements in the affidavit. *See, e.g.*, *id.* ¶ 127. Identifying Abdihakim and Ghedi as Safari Restaurant owners appears to have been a typographical error. But even if Abdihakim and Ghedi were Safari Restaurant owners, this would not change the outcome of Defendants' motions.

the Safari Restaurant and related entities. *Id.* ¶ 81. The litigation was pending at the time of the January 12, 2022 warrant application. *Id.* ¶ 55.

*Suspicious documentation.* In January 2021, the MDE audited Feeding Our Future. *Id.* ¶ 83. In response to that audit, Feeding Our Future provided claim detail reports and summer meal counts "that purport to document the meals served by Safari Restaurant in March 2021." *Id.* According to Feeding Our Future's documentation, the Safari Restaurant served between 5,991 and 5,999 children all 31 days of March 2021. *Id.* ¶ 84. And the Safari Restaurant received $1,143,303 in federal child nutrition funds for March 2021 alone. *Id.* ¶ 85. "By way of comparison, the average McDonalds franchise has approximately $2.9 million in annual revenue." *Id.* ¶ 86. Agent Wilmer also claimed that the Safari Restaurant submitted false invoices to supports its claims for reimbursements. *Id.* ¶ 87. By way of example, on August 3, 2021, an accountant sent an e-mail to Bock attaching five invoices for the Safari Restaurant and related sites, each invoice charging for 2,000 meals purportedly served every day of July 2021. *Id.* The invoices were identical. *Id.* Suspicious that this documentation was fraudulent, the MDE brought its concerns to the FBI, and the FBI began investigating in May 2021. *Id.* ¶ 57.

*Safari Restaurant bank records.* During the Government's investigation, it obtained records from several banks. *Id.* ¶¶ 99, 107, 146. Based on a review of those records, more than $15 million in federal child nutrition funds was deposited into Safari Restaurant bank accounts between May 2020 and November 2021. *Id.* ¶ 89. "[L]ittle of this money was used to buy food or other items related to participation in the Federal Child Nutrition Program. Instead, the most significant withdrawals from the Safari Restaurant accounts were to limited liability companies controlled by owners or associates of Safari

Restaurant." *Id.* ¶ 90. $5.3 million was transferred from a Safari Restaurant bank account at Bridgewater Bank to entities controlled by owners of the Safari Restaurant. *Id.* ¶¶ 90–92. $3 million was transferred from a Safari Restaurant account at Bell Bank to entities controlled by Safari Restaurant owners and associates. *Id.* ¶ 93–97. And $1.5 million was transferred from a third Safari Restaurant account to owners of the Safari Restaurant directly or through entities they controlled. *Id.* ¶ 105.

*Safari Restaurant owner and associate purchases*. Much of this money was then used "to purchase real estate, cars, and other luxury items." *Id.* ¶ 108. Defendant Salim Ahmed Said (Said), used federal child nutrition funds "to purchase a 2021 Chevrolet Silverado 3500 pickup truck for $87,000." *Id.* ¶¶ 111–17. He also purchased a single-family home "using more than $950,000 in Federal Child Nutrition Program funds." *Id.* ¶¶ 118–125. Said (a Safari Restaurant owner), Abdulkadir (a Safari Restaurant owner), and Omar-Hashim (an Olive Management owner), spent $2.8 million in federal child nutrition funds to purchase a commercial office building in South Minneapolis. *Id.* ¶¶ 126–133. Abdihakim (an ASA Limited owner) used federal child nutrition funds to purchase a Mini Cooper. *Id.* ¶¶ 145–48.

Some additional facts from Agent Wilmer's affidavit focus on Abdulkadir and Ainanshe's residences.

### B. Abdulkadir Nur Salah's Residence

Abdulkadir is an owner of the Safari Restaurant who received more than a million dollars in federal child nutrition funds. Dkt. No. 188-1 ¶¶ 42, 92, 98, 129. He created two entities that he "used to carry out and launder the proceeds of the fraud scheme." *Id.* ¶¶ 37–40. The first entity was 3017 LLC, a "shell company" that received more than $2 million from Safari Restaurant bank accounts. *See id.* ¶¶ 92, 94, 106. The second entity was Cosmopolitan Business Properties LLC, through which Abdulkadir and others purchased a commercial building for $2.8 million. *Id.* ¶ 43. Both entities have links to his residence. Abdulkadir listed his residence as the registered office address for 3017 LLC with the Minnesota Secretary of State and listed his residence as the entity's address on its bank account. *Id.* ¶¶ 39–41. He also listed his residence as Cosmopolitan Business Properties LLC's address with the IRS, *id.* ¶ 43, and the residence received mail addressed to Cosmopolitan Business Properties LLC, *id.* ¶ 44. Finally, based on Agent Wilmer's experience, training, and discussions with law enforcement, he stated in his affidavit that individuals receiving income from fraud schemes "often maintain within their residence records of assets and financial transactions." *Id.* ¶ 4(b).

### C. Abdikadir Ainanshe Mohamud's Residence

Ainanshe is the owner of Tunyar Trading LLC, an entity that operated "as a shell company for use in laundering the proceeds of the fraud scheme." *Id.* ¶¶ 27–28. He created Tunyar Trading in September 2020. *Id.* ¶ 27. Shortly after its creation, Tunyar Trading obtained vendor contracts to provide meals to sites sponsored by Feeding Our Future. *Id.* ¶ 96. More than $4 million was deposited in Tunyar Trading bank accounts in 2021, almost all of this money coming from the Safari Restaurant or related entities. *Id.* ¶ 98. Despite these contracts to provide meals, "bank records show that [Tunyar Trading] did not use these funds to buy food or prepare meals." *Id.* ¶ 97. Instead, much of that money was then transferred to other entities controlled by owners or associates of the Safari Restaurant. *Id.* ¶ 102. Tunyar Trading also communicated with Feeding Our Future to provide documentation supporting claims for reimbursement. For example, it sent an e-mail to Feeding Our Future attaching meal counts claiming that 2,000 meals were being served every day of August 2021 at a site in Willmar, Minnesota. *Id.* ¶ 100. For context, around 21,000 people live in Willmar. *Id.* ¶ 101. Ainanshe's residence was listed as the registered office address of Tunyar Trading with the Minnesota Secretary of State. *Id.* ¶¶ 27–28. Tunyar Tradings's bank accounts also listed Ainanshe's residence as the entity's address. Finally, Tunyar Trading regularly received mail at the residence. *Id.* ¶ 29.

**II. January 14 Search Warrants (Feeding Our Future)**

On January 14, 2022, the Government applied for and received search warrants for six premises connected to Feeding Our Future. Dkt. No. 257-2. Only the warrants for Bock's residence and Feeding Our Future's office—two of these six premises—are relevant to Defendants' motions. *See* Dkt. No. 198 at 1. As with the January 12 applications, the Government submitted a lengthy affidavit of Agent Wilmer in support of its January 14 applications. Agent Wilmer's January 14 affidavit incorporates most of the facts from his January 12 affidavit. *Compare* Dkt. No. 188-1 ¶¶ 45–153, *with* Dkt. No. 257-2 ¶¶ 39–121. The following facts, drawn from Agent Wilmer's January 14 affidavit, focus on Feeding Our Future and Bock.

*Feeding Our Future's administrative fee.* Feeding Our Future contracted with sponsored sites, such as those operated by the Safari Restaurant, to retain a percentage of claims for reimbursements as its administrative fee. Dkt. No. 257-2 ¶ 49. Ordinarily, the agreed-upon percentage was ten percent. *Id.* So, if Feeding Our Future claimed $1 million in reimbursements from the MDE for meals served by the Safari Restaurant, Feeding Our Future would receive $100,000 of that $1 million as its administrative fee. "This provided an incentive for Feeding Our Future, and its Executive Director Bock, to increase the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program reimbursements each site was receiving." *Id.* ¶ 50.

*The Southcross site*. In addition to sponsoring sites, Feeding Our Future operated its own sites that participated in the federal child nutrition programs. *Id.* ¶ 127. It operated one site at 1507 Southcross Drive West in Burnsville, Minnesota (the Southcross site), submitting a site application to the MDE in 2020. *Id.* ¶ 128. For November 2021 alone, Feeding Our Future submitted reimbursement claims for serving more than 50,000 meals at the Southcross site. *Id.* ¶ 132. FBI surveillance in November and December 2021 found no evidence that meals were being served at the Southcross site. *Id.* ¶¶ 134–35.

*The Columbus site.* Feeding Our Future operated two more sites at 2854 Columbus Avenue South, Minneapolis (collectively the Columbus site). *Id.* ¶¶ 136–37. For November 2021 alone, Feeding Our Future sought reimbursement for serving more than 55,000 meals at the Columbus site. *Id.* ¶ 142. FBI surveillance in November and December 2021 observed nothing to suggest that meals were being served at the Columbus site. *Id.* ¶¶ 140–48. Feeding Our Future received millions in federal child nutrition funds for meals purportedly served at the Southcross and Columbus sites. *Id.* ¶¶ 135, 148.

*Bock's direct involvement.* As the executive director of Feeding Our Future, Bock was at times directly involved in the operation of these sites. For example, Bock signed the vendor contract for the Southcross site. *Id.* ¶ 129. She also received an invoice for the vendor at the Columbus site claiming that the vendor had served breakfast and lunch to 1,500 children a day for 8 days in September 2021. *Id.* ¶ 147. And when an MDE employee noticed that there were apparently two sites serving meals at the Columbus site, Bock told the MDE by e-mail that "we have verified that it is different youth being served at each of the locations in the building." *Id.* ¶ 138.

*Employees create shell companies.* Several Feeding Our Future employees set up shell companies to "fraudulently misappropriate" federal child nutrition funds. *Id.* ¶ 149.[5] Handy Helper's LLC, an entity controlled by Bock's boyfriend, received approximately $600,000 in federal child nutrition funds from Feeding Our Future. *Id.* ¶¶ 150–52. That money was then used for personal spending; roughly $184,000 was withdrawn in cash and more than $30,000 was spent on a trip to Las Vagas. *Id.* ¶¶ 152–53. Hadith Yusuf Ahmed, a Feeding Our Future employee, deposited more than $1.1 million in federal child nutrition funds into a shell company. *Id.* ¶¶ 155–58. He then transferred roughly $843,000 to accounts controlled by Defendant Abdikerm Abdelahi Eidleh (Eidleh), another Feeding Our Future employee. *Id.* ¶¶ 159–60. Eidleh also deposited a $343,064 check from Feeding Our Future into a shell company he created in December 2020. *Id.* ¶¶ 160–63. And he created at least six other shell companies in late 2020 and early 2021 "for use in soliciting and receiving kickbacks." *Id.* ¶ 165. In total, $4.4 million was deposited into bank accounts held by Eidleh's entities. *Id.* ¶¶ 164–66. Some of this money came from Feeding Our Future, but much of it came "from entities that fraudulently misappropriated Federal Child Nutrition Program funds." *Id.* ¶ 166. More than $500,000 was transferred from entities connected to the Safari Restaurant. *Id.*

[5] For money transferred from Feeding Our Future to its employees, Agent Wilmer does not specify whether the transferred federal child nutrition funds were derived from administrative fees or direct reimbursements.

*$310,000 kickback.* Finally, Bock received a $310,000 "kickback" from Abdulkadir. *Id.* ¶ 122. Bock deposited the check into a personal account held by her and her ex-husband on August 13, 2021. *Id.* ¶ 124. Some of this money was then spent on personal expenses. *Id.* ¶¶ 124–25.

**III. January 21 Search Warrant (E-mail Accounts)**

On January 21, 2022, the Government applied for and received a search warrant for two e-mail accounts. Dkt. No. 223-1. Relevant here is Defendant Abdi Nur Salah's (Abdi) e-mail account. *Id.* ¶ 6. As with its earlier applications, the Government submitted a lengthy affidavit of Agent Wilmer in support of its January 21 application. Agent Wilmer's January 21 affidavit incorporates most of the facts previously discussed from his January 12 affidavit. *Compare* Dkt. No. 188-1 ¶¶ 45–153, *with* Dkt. No. 223-1 ¶¶ 11–104. The following facts, drawn from Agent Wilmer's January 21 affidavit, focus on Abdi's alleged money laundering.

*Abdi creates Stone Bridge Development LLC.* Abdi worked for the City of Minneapolis as a Senior Policy Aide to the Mayor. Dkt. No. 223-1 ¶ 105. In January 2021, Abdi created Stone Bridge Development LLC, listing his e-mail as the company e-mail for official notices. *Id.* ¶ 106. According to Agent Wilmer, the purpose of setting up Stone Bridge was to receive federal child nutrition funds. *Id.* A month later, he opened up a bank account for Stone Bridge listing his e-mail on the application. *Id.* ¶ 107. Between February and December 2021, Stone Bridge received $905,754 in federal child nutrition funds from Tunyar Trading. *Id.* ¶¶ 108–09. Abdi used the Stone Bridge account for personal spending, regularly withdrawing hundreds of dollars in cash. *Id.* ¶ 111.

*Abdi purchases real estate.* Abdi used this money "to purchase real estate with other individuals involved in the scheme." *Id.* ¶ 112. Abdi created a second entity in October 2021—The Five A's Projects LLC—that purchased property for approximately $1 million that same month. *Id.* ¶¶ 113–14. The Five A's Projects LLC had four other members: Ainanshe (the Tunyar Trading owner), Abdihakim (an ASA Limited owner), Omar-Hashim (the Olive Management owner), and Defendant Ahmed Mohamed Artan (Artan) (the Stigma-Free International owner). *Id.* ¶ 115.[6] Abdi also used Stone Bridge to purchase a rental property. *Id.* ¶ 119. Abdi's e-mail account was listed under the buyer's information section for the purchase of that rental property. *Id.* ¶ 128.

## IV. February 1 Search Warrant (E-mail Accounts)

On February 1, 2022, the Government applied for and received a search warrant for five e-mail accounts. *See* Dkt. No. 188-3. Relevant here are the e-mail accounts of Abdulkadir, Abdihakim, and Ainanshe. As with its earlier applications, the Government submitted a lengthy affidavit of Agent Wilmer in support of its February 1 application. Agent Wilmer's February 1 affidavit incorporates most of the facts from his January 12 and January 21 affidavits. *Compare* Dkt. No. 188-3 ¶¶ 7–124, *with* Dkt. No. 188-1 ¶¶ 45–153 and Dkt. No. 223-1 ¶¶ 105–129. The following facts, drawn from Agent Wilmer's February 1 affidavit, focus on the three at-issue e-mail accounts and the list of items to be seized.

[6] Stigma-Free International operated sites sponsored by Feeding Our Future and transferred more than $3 million to Tunyar Trading. Dkt. No. 223-1 ¶ 66.

### A. Abdulkadir Nur Salah's E-mail Account

Abdulkadir used his e-mail account "in connection with the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds." Dkt. No. 188-3 ¶ 134. Abdulkadir listed the e-mail account with the Minnesota Secretary of State in relation to the creation of 3017 LLC, an entity he used "to fraudulently obtain and launder Federal Child Nutrition Program funds." *Id.* ¶ 135. For example, federal child nutrition funds were transferred from Safari Restaurant bank accounts to 3017 LLC, *id.* ¶¶ 57, 70, and then transferred to Cosmopolitan Business Properties LLC, which spent the money purchasing a commercial building in South Minneapolis. *Id.* ¶¶ 92–93. Abdulkadir also used the e-mail account to submit documents to Bock, including receipts and invoices purporting to show the Safari Restaurant purchasing food from various food distribution companies. *Id.* ¶¶ 136–38.

### B. Abdihakim Ali Ahmed's E-mail Account

Abdihakim likewise used his e-mail account "to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds." *Id.* ¶ 144. He used the e-mail to communicate with Feeding Our Future employees, for example, requesting and receiving a catering contract for the Safari Restaurant. *Id.* ¶ 147. Abdihakim also e-mailed meal counts and invoices seeking reimbursement for meals purportedly served at Safari Restaurant and ASA Limited sites. *Id.* ¶¶ 148–152.

### C. Abdikadir Ainanshe Mohamud's E-mail Account

Ainanshe listed his e-mail account as the e-mail for official notices related to Tunyar Trading. *Id.* ¶ 140. According to Agent Wilmer, Ainanshe used his e-mail account "to run Tunyar Trading[,] . . . a company used to fraudulently obtain, launder, and misappropriate Federal Child Nutrition funds." *Id.* ¶ 139. For example, Ainanshe sent an e-mail attaching a vendor contract between Feeding Our Future and Tunyar Trading. *Id.* ¶ 141. According to the contract, Tunyar Trading would provide meals at sites in Willmar and Mankato, Minnesota. *Id.* He also e-mailed meal counts for both sites to Eidleh and Bock. *Id.* ¶¶ 141–42.

**D. Attachment B to the February 1 Search Warrant**

Attachment B describes the particular things to be seized from all five e-mail accounts, following the two-step procedure set forth in Federal Rule of Criminal Procedure 41. Under Rule 41, the Government may collect a broader set of data from an individual's electronic database, including an e-mail account, and then conduct a second search of that data to seize a relevant subset of information identified by the search warrant. Attachment B first directed Google to provide the Government with the contents of all e-mails associated with the account (among other data) for the period of "January 1, 2019 to the present." Attachment B, Dkt. No. 188-3.

The data to then be seized by the Government included: (1) all the information that constituted fruits, contraband, evidence and instrumentalities of violations of 18 U.S.C. §§ 1341, 1343, 1349, 1956 and 1957 involving several entities and individuals targeted by the Government's investigation; (2) communications with Feeding Our Future and certain government entities; (3) communications or records related to sites participating in the federal child nutrition programs; (4) records related to distribution of federal child nutrition funds; (5) records or communications related to thirteen shell companies, Feeding Our Future, and Partners in Quality Care (another organization authorized to sponsor sites); (6) records or communications related to the creation of those thirteen shell companies; (7) records related to purchases made with federal child nutrition funds; (8) records or communications related to "obtaining, secreting, transfer, and/or concealment of money"; (9) "records related to payments from sites under sponsorship of Feeding Our Future or Partners in Quality Care to and from Feeding Our Future or Partners in Nutrition employees"; (10) records related to who created, used, or communicated with the e-mail accounts; (11) evidence indicating how and when the e-mail accounts were used; (12) "all e-mails indicating the e-mail account owner's state of mind as it relates to the crime under investigation"; (13) e-mails that identified co-conspirators; and (14) e-mails which evidenced the planning and execution of the fraud scheme. Attachment B, Dkt. No. 188-3.

**V. August 16 Search Warrant (E-mail Accounts)**

On August 16, 2022, the Government applied for and received a search warrant for three more e-mail accounts. Dkt. No. 258-2. Relevant here is Ghedi's e-mail account. As with its earlier applications, the Government submitted a lengthy affidavit of Agent Wilmer in support of its August 16 application. The August 16 application focuses on ASA Limited, while incorporating some background information from Agent Wilmer's previous affidavits. *Compare* Dkt. No. 258-2 ¶¶ 7–34, *with* Dkt. No. 188-1 ¶¶ 45–71. The following facts, drawn from Agent Wilmer's August 16 application, focus on ASA Limited, Ghedi's e-mail account, and the list of items to be seized.

*Ghedi's ownership interests*. Ghedi is an ASA Limited owner. Dkt. No. 258-2 ¶ 35. As a reminder, ASA Limited quickly began claiming that it was serving breakfast and lunch to 3,000 children every day. *Id.* ¶¶ 38–39. Ghedi is also the owner of AG Limited LLC, an entity that received $1,195,700 in federal child nutrition funds from ASA Limited. *Id.* ¶ 43.

*Fake attendance rosters.* Through prior search warrants, the Government determined that Safari Restaurant owners and associates "submitted fraudulent attendance rosters purporting to identify students attending after-school programs at which meals were served." *Id.* ¶ 45. For example, on October 7, 2021, Abdihakim received by e-mail a spreadsheet containing children's names along with their parents' names and phone numbers. *Id.* ¶ 50. The spreadsheet did not include age. *Id.* Abdihakim e-mailed the spreadsheet back with a second tab containing a roster purporting to show attendance at ASA Limited's site for September 2021. *Id.* ¶ 51. He asked the sender, "can you make all the kids ages 6-17?" *Id.* ¶ 52. Later that day, Abdihakim sent an updated spreadsheet by e-mail to Said and Abdulkadir. *Id.* ¶ 53. The updated attendance roster contained a column for age, but rather than list a real age, the spreadsheet contained a formula that inserted a random number between seven and seventeen in the age column. *Id.* ¶ 54. Similar fake attendance rosters were used to support claims for reimbursement at other sites operated by Safari Restaurant owners and associates. *Id.* ¶ 47 (Wilmar), ¶ 48 (Mankato), ¶ 56 (Waite Park).

*Ghedi's e-mail account.* The name of Ghedi's e-mail account is the "Safari [R]estaurant Event Center." *Id.* ¶ 71. The account sent e-mails to and received e-mails from several other individuals allegedly involved in the fraud scheme. For example, Abdihakim sent Ghedi copies of checks written from an ASA Limited account, including checks written to Abdihakim and Ghedi. *Id.* ¶ 72. Ghedi also received e-mails from Abdulkadir attaching paystubs from ASA Limited. *Id.* ¶ 76. And Abdulkadir forwarded a title report to Ghedi regarding a commercial property purchased for $2.8 million with federal child nutrition funds. *Id.* ¶ 77. Finally, Ghedi sent an e-mail to Abdulkadir attaching bank statements for Cosmopolitan Business Solutions, the entity that ran Safari Restaurant. *Id.* ¶ 78.

*Rule 41 step one.* As with the Attachment B to the February 1 search warrant, Attachment B to the August 16 warrant follows the familiar two-step procedure of Rule 41. Attachment B directed Google to provide the Government with the contents of all e-mails associated with the account (among other data) for the period of "January 1, 2020 to the present." Attachment B, Dkt. No. 258-2.

*Rule 41 step two.* The data to then be seized by the government included: (1) all the information that constituted fruits, contraband, evidence and instrumentalities of violations of 18 U.S.C. §§ 1341, 1343, 1349, 1956 and 1957 involving several entities and individuals targeted by the Government's investigation; (2) any records or communications related to the creation of rosters or attendance lists; (3) communications with Feeding Our Future and certain government entities; (4) communications or records related to sites participating in the federal child nutrition programs; (5) records related to distribution of federal child nutrition funds; (6) records or communications related to education programs or serving food to children; (7) records related to purchases made with federal child nutrition funds; (8) records or communications related to "obtaining, secreting, transfer, and/or concealment of money"; (9) records "related to payments from sites under sponsorship of Feeding our Future and from Feeding Our Future employees"; (10) records related to who created, used, or communicated with the e-mail accounts; (11) evidence indicating how and when the e-mail accounts were used; (12) "e-mails indicating the e-mail account owner's state of mind as it relates to the crime under investigation"; (13) e-mails that identify co-conspirators; and (14) e-mails which evidenced the planning and execution of the fraud scheme. Attachment B, Dkt. No. 258-2.

## ANALYSIS

Defendants' motions to suppress will be addressed on an issue-by-issue basis in the following order: (1) the first requirement for a *Franks* hearing (whether Agent Wilmer made a knowingly false statement or reckless omission); (2) absence of probable cause (four-corners review); (3) the second requirement for a *Franks* hearing (whether the supporting affidavits lack probable cause with the false statements corrected and missing information inserted); (4) particularity, overbreadth, and exceeding scope of search; and (5) the good-faith exception.

### I. *Franks* Hearing: First Requirement

Several Defendants move for a hearing to review the validity of search warrants pursuant to *Franks v. Delaware*, 438 U.S. 154 (1978). *Franks* allows criminal defendants to "request a hearing to challenge a search warrant on the ground that the supporting affidavit contains factual misrepresentations or omissions relevant to the probable cause determination." *United States v. Arnold*, 725 F.3d 896, 898 (8th Cir. 2013). If the issuing judge's probable cause determination was based on such an affidavit, the search warrant may be invalid. *United States v. Conant*, 799 F.3d 1195, 1199 (8th Cir. 2015) (quoting *United States v. Reinholz*, 245 F.3d 765, 774 (8th Cir. 2001)). To receive a *Franks* hearing, a defendant must make a substantial preliminary showing that (1) the affidavit contained a false statement (or omission) made either knowingly or with reckless disregard for the truth; and (2) with the false statement corrected and missing information inserted, the affidavit no longer establishes probable cause for the search. *United States v. Gonzalez*, 781 F.3d 422, 430 (8th Cir. 2015).

This preliminary showing requires defendants to "offer specific allegations along with supporting affidavits or similarly reliable statements." *Id.* "A Franks hearing must be denied unless the defendant makes a strong initial showing of deliberate falsehood or reckless disregard of the truth." *United States v. Freeman*, 625 F.3d 1049, 1052 (8th Cir. 2010). "In determining if an affiant's statements were made with reckless disregard for the truth, the test is whether, after viewing all the evidence, the affiant must have entertained serious doubts as to the truth of his statements or had obvious reasons to doubt the accuracy of the information he reported." *United States v. McIntyre*, 646 F.3d 1107, 1114 (8th Cir. 2011). "Allegations of negligence or innocent mistake are insufficient." *Franks*, 438 U.S. at 171. For omissions, recklessness "may be inferred from the omission of information from an affidavit only when the material omitted would have been clearly critical to the finding of probable cause." *United States v. Carnahan*, 684 F.3d 732, 735 (8th Cir. 2012) (quoting *United States v. Smith,* 581 F.3d 692, 695 (8th Cir. 2009)); *see also United States v. Jacobs*, 986 F.2d 1231, 1235 (8th Cir. 1993) (finding an officer acted recklessly by withholding information that a "reasonable person would have known . . . was the kind of thing the judge would wish to know"). This section addresses only the first requirement to receive a *Franks* hearing—whether Defendants have made a substantial showing that Agent Wilmer made a knowing or reckless false statement or omission in the challenged supporting affidavits.

**A. Abdulkadir Nur Salah (Dkt. No. 188)**

Abdulkadir (a Safari Restaurant owner) requests a *Franks* hearing, challenging the validity of three search warrants: (1) the January 12 search warrant for his residence; (2) the January 12 search warrant for the Safari Restaurant; and (3) the February 1 search warrant for his e-mail account. Dkt. No. 188 at 1. He identifies three categories of false statements or omissions. First, Abdulkadir argues that the January 12 and February 1 affidavits omitted facts regarding COVID-19 era waivers and misrepresented program rules. *Id.* at 5. Second, he contends that the affidavits misrepresented the Safari Restaurant's bank records and omitted facts regarding relevant expenditures. *Id.* at 19–24. And third, he contends that the affidavits recklessly omitted surveillance footage showing the Safari Restaurant receiving and distributing food. *Id.* at 24–34.

**1. COVID-19 Era Waivers and Program Rules**

Although Abdulkadir concedes that the affidavits' "general description of a few USDA waivers was accurate," he contends that omitted information regarding other waivers contradicts the Agent Wilmer's narrative of fraud. Dkt. No. 188 at 5. He points to four specific COVID-19 era waivers (1) allowing food to be distributed outside of structured settings, *id.* at 10; (2) lifting verification requirements, *id.* at 11–14; (3) letting adults pick up meals for children, *id.* at 15; and (4) allowing multiple meals to be packaged together, *id.* at 15–17. According to Abdulkadir, these waivers make it plausible that the Safari Restaurant distributed the large number of meals it claims to have served. *Id.* at 17.

But Abdulkadir does not present affidavits or other reliable evidence that Agent Wilmer knowingly or recklessly omitted the waivers. And recklessness may be inferred only when omitted information was clearly critical to the finding of probable cause.

*Carnahan*, 684 F.3d at 735 (describing the standard as rigorous). An example is instructive. In *U.S. v. Jacobs*, a drug dog showed interest in a package by pushing it around, but this action did not amount to an official alert, 986 F.2d 1231, 1233 (8th Cir. 1993). In a warrant application, the officer "informed the magistrate judge that the dog had shown an interest in the Jacobs package, but neglected to include . . . that no alert had occurred." *Id.* at 1234. The Eighth Circuit Court of Appeals found this omission to be reckless because "[a]ny reasonable person would have known that this was the kind of thing the judge would wish to know." *Id.* at 1235. The difference between *Jones* and this case is stark. In *Jones*, the dog sniff was the main basis to search the package. Here, the implausibility of the Safari Restaurant's large meal counts is one of many pieces of circumstantial evidence. In *Jones*, the absence of an alert cut clearly against the likelihood of finding drugs in the package. Here, the link is much more attenuated. The waivers might have allowed the Safari Restaurant to deliver more food. But nothing in the record demonstrates that the Safari Restaurant provided meals to adults, packaged multiple meals together, or distributed food without verifying eligibility. And even assuming that the Safari Restaurant served meals at its sites and made use of these waivers, at best this makes the incredibly high number of meals the Safari Restaurant claimed to be serving slightly more plausible. That the issuing magistrate judge could have found the omitted waivers somewhat relevant is not enough to infer recklessness. *See Tech. Ordnance, Inc. v. United States*, 244 F.3d 641, 650 (8th Cir. 2001) ("A law enforcement official is not required to include everything he knows about a subject in his affidavit, whether it is material to a finding of probable cause or not.").

Next, Abdulkadir contends that the affidavits misrepresent the Safari Restaurant's entitlement to make a profit. Dkt. No. 188 at 5. There is some merit to this argument. Paragraph 51 of the January 12 affidavit misleadingly quotes 7 C.F.R. § 225.15(a)(4) in a parenthetical, stating that "[a]ll Program reimbursement funds must be used solely for the conduct of the nonprofit food service operation." Dkt. No. 188-1 ¶ 51. Several later paragraphs in the affidavits can be read to imply that the Safari Restaurant was required to spend federal child nutrition funds feeding children. *Id.* ¶¶ 58 ("A review of these financial records showed a massive fraud scheme involving the misuse and theft of tens of millions of dollars."), 92 ("[A]lmost none of the Federal Child Nutrition Program funds deposited into this account were used to purchase food to prepare and feed to children."), 100 ("[B]ank records show that Stigma-Free did not use the Federal Child Nutrition Program funds to purchase food or prepare meals[.]").

But Abdulkadir has not made a substantial showing to demonstrate that any of these statements were false. And mere allegations that Agent Wilmer intended to mislead are insufficient. *See United States v. Kattaria*, 553 F.3d 1171, 1177 (8th Cir. 2009). Nor has Abdulkadir provided affidavits or other reliable evidence to demonstrate that Agent Wilmer knowingly or recklessly omitted that program rules allowed the Safari Restaurant to earn a profit. So, the question becomes whether it's fair to infer that Agent Wilmer recklessly omitted that information. The answer is no. To start, the omission—that the Safari Restaurant was allowed to earn a profit serving meals—is closer to a statement of law than fact. Omissions of law are not ordinarily a basis to receive a *Franks* hearing. *See Franks*, 438 U.S. at 155 (framing the question as whether defendants may "challenge the truthfulness of factual statements made in an affidavit"); *United States v. Gater*, 868 F.3d

657, 660 (8th Cir. 2017) (explaining that a defendant was required to show that the affiant "omitted the facts in reckless disregard . . . .").

Although magistrate judges rely on affiants to supply the facts, they rely on their independent judgment to determine what law applies to those facts. Regardless, the omitted statement was not clearly critical to probable cause. The Safari Restaurant could make a profit, but only by actually serving the meals. The heart of this case is that Safari Restaurant owners and associates claimed reimbursements for meals never served. *See* Dkt. No. 257 at 2 (describing the fraud scheme). Several core facts in Agent Wilmer's affidavit tend to show that Safari Restaurant owners and associates falsely represented the number of meals that were served. *See* Infra, Part II.A. One of those core facts is the millions of dollars of federal child nutrition funds Safari Restaurant owners and associates transferred to themselves. That the Safari Restaurant might have been able to earn these federal child nutrition funds as a profit does little to undermine this fact, let alone the totality of Agent Wilmer's affidavit. Such a hypothetical link slightly undermining one piece of circumstantial evidence does not satisfy the clearly critical standard. Because the omission of program rules permitting the Safari Restaurant to earn a profit was not clearly critical to probable cause, there is no valid basis to infer that Agent Wilmer's omission of that fact was reckless.[7]

[7] Abdulkadir identifies other related omissions. For example, he claims that Agent Wilmer should have included reimbursement rates and data regarding the costs of meals. Dkt. No. 188 at 8–9. Again, reckless disregard for the truth may be inferred only in specific circumstances—"when the material omitted would have been clearly critical to the finding of probable cause." *United States v. Randle*, 39 F.4th 533, 538 (8th Cir. 2022) (quoting *Carnahan*, 684 F.3d at 735). That sites in Minnesota were able to earn a decent profit distributing meals is relevant, but not the type of critical information that merits an inference of recklessness. Nothing required Agent Wilmer to research and insert every

### 2. Omitted Safari Restaurant Bank Records

Abdulkadir retained a private investigation firm to review debits and credits in the Safari Restaurant's operating accounts. Dkt. No. 188 at 19. Based on that review of records, Abdulkadir identifies several alleged inconsistences with Agent Wilmer's affidavit. First, he contends that the Safari Restaurant "paid over $2 million . . . to apparent food suppliers." *Id.* at 21. Second, that "bank records show approximately $370,000 was spent out of Safari's operating accounts on credit card payments." *Id.* Third, that the affidavits failed to mention "$1.7 million on payments to multiple seemingly unrelated individuals" that "plainly could have been consistent with contract labor and management expense payments." *Id.* at 22. And fourth, that Agent Wilmer failed to identify $4.6 million transferred to other sites (such as ASA Limited, Olive Management, and Tunyar Trading). According to Abdulkadir, "these misleading misstatements and omissions fundamentally undercut the narrative the government told the Court in the affidavits." *Id.* at 24.

The basic problem with the alleged omission of bank records is familiar—there's no valid basis to infer recklessness because the omitted information was not clearly critical to probable cause.[8] Focusing on the payments to apparent food suppliers first, the private investigator's declaration lists 21 payees that received a combined roughly $2 million from the Safari Restaurant during the period of April 1, 2020, to November 30, 2021. But the declaration does not state those payments were for food. The private investigator only states in his declaration that "payments in the amounts listed below were

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moderately relevant fact in his supporting affidavit. *See Tech. Ordnance, Inc.*, 244 F.3d at 650.

[8] Abdulkadir makes no other showing, in the form of affidavits or other reliable evidence, that the omissions were reckless or knowing.

made to the following payees out of Cosmopolitan's accounts." Dkt. No. 184-4 ¶ 2. The largest portion of this $2 million—$727,228.36—was paid to Premium Fresh Produce LLC. *Id.* ¶ 6. The sworn declaration does not describe anything about Premium Fresh Produce LLC other than its name. Nor does the private investigator state that the Safari Restaurant paid the $727,228.36 to Premium Fresh Produce LLC for food. The second largest payee, Afrique Hospitality Group LLC, received $482,024.70 from the Safari Restaurant. *Id.* Again, nothing establishing that these payments were for food. The third largest payee, Afro Produce, received $255,725.70. *Id.* Again, nothing else. That these payments might be for food—based on the names of entities alone—is not the strong preliminary showing required for a movant to receive a *Franks* hearing. After all, it is equally plausible that these entities are shell companies linked to the fraud scheme.[9]

True, the Safari Restaurant paid a few hundred thousand dollars to recognized food vendors such as Costco and Sysco. *Id.* But these payments to recognized food vendors could be expenditures on ordinary restaurant operations of the Safari Restaurant, rather than for serving meals to children through the federal child nutrition programs. Regardless, such limited payments to recognized food vendors stand in sharp contrast to the Safari Restaurant's reimbursement claims for more than $10 million. And even if the Safari Restaurant served some meals, this does little to undermine the totality of Agent Wilmer's affidavit, which provides several other core facts that make it fairly likely the Safari Restaurant requested reimbursement for meals never served. *See* Infra, Part II.A. In short, Agent Wilmer's omission of payments to 21 "apparent food suppliers" was not

[9] Afrique Hospitality Group LLC has been indicted for defrauding the federal child nutrition programs. Dkt. No. 257 at 34–35. No party points to facts in the record describing Premium Fresh Produce or Afro Produce's ownership.

clearly critical to a finding of probable cause. Accordingly, there is no proper basis to infer that Agent Wilmer's omission of the information was reckless.[10]

The remaining omitted bank records run into the same problem. Abdulkadir argues that roughly $370,000 spent on credit card payments may have been for "food, supplies, or other operating expenses." Dkt. No. 188 at 21. But he offers no evidence to support his assertion. As for the approximately $1.8 million in payments to "seemingly unrelated individuals," he contends that these "plainly could have been consistent with contract labor and management expense payments." *Id.* at 22. Again, Abdulkadir offers no reliable evidence identifying the people receiving these payments or explaining what the payments were for. Notably, that $1.8 million includes $614,699.26 to AG Limited, which, according to the Government, is a shell company involved in the alleged fraud scheme. Dkt. No. 257 at 36. Finally, Abdulkadir critiques the affidavits for failing to specify that $4.6 million was transferred out of Safari Restaurant accounts to ASA Limited, Olive Management, and related entities that operated sites. Dkt. No. 188 at 20. But the affidavits more than adequately connect these entities to a common fraud scheme. And whether the Safari Restaurant retained $15 or $10 million is not clearly critical to the probable-cause analysis. Either way, it was reasonable for Agent Wilmer to conclude from the bank records that the Safari Restaurant spent only a small fraction of the federal child nutrition

[10] In addition to claiming that records of these payments were omitted, Abdulkadir challenges some of Agent Wilmer's statements summarizing the Safari Restaurant's bank records, in particular, Agent Wilmer's claim that the Safari Restaurant spent little of the federal child nutrition funds serving children. Dkt. No. 188 at 20–21. Because the proffered bank records fail to adequately demonstrate that the Safari Restaurant was spending large amounts of money on food (let alone on serving reimbursable meals), Abdulkadir has not made a substantial showing that Agent Wilmer's statements summarizing the Safari Restaurant bank records were knowingly or recklessly false.

funds serving children, while transferring millions to Safari Restaurant owners and associates. Because none of these records would have been clearly critical to a finding of probable cause, there is no valid basis to infer that Agent Wilmer's omission of the records was reckless.

### 3. FBI Surveillance Footage

Finally, Abdulkadir argues that Agent Wilmer omitted video evidence showing the Safari Restaurant receiving shipments of food and distributing food. *Id.* at 24–34. From December 10, 2021, through January 24, 2022, federal agents installed a surveillance camera outside the Safari Restaurant. *Id.* at 24. Abdulkadir claims to have "identified hundreds of instances of food distribution and food deliveries on the Pole Cam video." *Id.* at 25. He then proceeds to embed twelve examples of this in his brief. *Id.* at 26–34.

There is a familiar denial-worthy problem with this line of attack—Abdulkadir has not adequately shown that these videos are clearly critical to probable cause.[11] The basic problem is that the video footage does not decisively favor either Abdulkadir or the Government. On one hand, Abdulkadir can argue that the video footage is evidence that the Safari Restaurant was serving meals. But the Government can counter that the video footage doesn't show nearly as many meals being served as the Safari Restaurant claimed for reimbursement. After all, Abdulkadir represents that he has identified hundreds of instances of food deliveries, but the Safari Restaurant claimed to be serving around 3,500 meals every day in December. Dkt. No. 257 at 38–39. For the evidence to clearly cut in Abdulkadir's favor, surveillance footage would need to show sufficient food

[11] Again, Abdulkadir makes no other showing, in the form of affidavits or other reliable evidence, that the omissions were reckless or knowing.

deliveries to support Safari Restaurant's claim of serving tens of thousands of meals each month. Because the evidence is at least ambiguous, it would not have been clearly critical to a finding of probable cause, and there is no valid basis to infer that Agent Wilmer's omission of the videos was reckless.

In summary, none of Abdulkadir's specified statements or omissions pass the first hurdle to receive a *Franks* hearing; he has failed to make the required substantial showing that Agent Wilmer made a knowing or reckless false statement or omission.

**B. Aimee Bock (Dkt. No. 198)**

Bock (the executive director of Feeding Our Future) seeks a *Franks* hearing, challenging the validity of two search warrants: (1) the January 14 search warrant for her residence; and (2) the January 14 search warrant for Feeding Our Future's office. Dkt. No. 198 at 1. She argues that "the affiant knowingly or recklessly created a misleading narrative regarding alleged payments to Bock," specifically claiming that Agent Wilmer's characterization of the $310,000 payment as a kickback was knowingly or recklessly false. Dkt No. 198 at 1–2. She identifies omissions relating to that payment, including (1) the date of the transaction; (2) "that the check was for a legitimate business purpose"; and (3) that Bock was "actively involved in reporting organizations that she suspected of fraudulent activity." *Id.* at 2.

There is a basic problem with Bock's motion; she has failed to offer supporting affidavits or other reliable statements to substantiate her allegations. *United States v. Gonzalez*, 781 F.3d 422, 430 (8th Cir. 2015) ("This substantiality requirement is not met lightly and requires a defendant to offer specific allegations along with supporting affidavits or similarly reliable statements."). Bock offers no reliable basis to conclude that the $310,000 check was for a legitimate business transaction or that she was actively involved in reporting suspected fraud. Her mere allegations are not enough. *See Kattaria*, 553 F.3d at 1177. As for the omission of the transaction date, Bock does not demonstrate why its omission was knowing, reckless, or explain why the date of the transaction was clearly critical to probable cause.

To the extent that Bock's issue with Agent Wilmer's description of the transaction as a kickback is that he failed to adequately indicate how he made that determination in his affidavit, this is not a basis for a *Franks* hearing. To receive a *Franks* hearing, Bock must make a substantial showing that Agent Wilmer's description of the transaction as a kickback was knowingly or recklessly false. Suspicion and speculation are not enough. Nor is her mere allegation that she received no kickbacks while in her role as executive director. *Kattaria*, 553 F.3d at 1177.[12] Accordingly, Bock's motion fails to satisfy the first requirement for *Franks* hearing.

**C. Abdikadir Ainanshe Mohamud (Dkt. No. 213)**

Ainanshe (the Tunyar Trading owner) moves for a *Franks* hearing, challenging the validity of two search warrants: (1) the January 12 search warrant for his residence; and (2) the February 1 search warrant for his e-mail account. Dkt. No. 213 at 1. He identifies two allegedly false statements. First, that Agent Wilmer falsely stated he was the owner of Stigma-Free International. Second, that the affidavits include a false allegation that he

[12] Bock's arguments would be better raised in a motion to suppress based on an absence of probable cause. In other words, that the January 12 affidavit lacks sufficient factual content to make it fairly likely that she committed a crime. But she has not filed such a motion. Regardless, such a motion would fail for the same reasons that Bock's motion fails to satisfy the second requirement for a *Franks* hearing, as is discussed below. Infra, Part III.C.

sent information to Bock through Stigma-Free International regarding operations at two sites. Dkt. No. 213 at 3, 5–6.

Although the Government concedes that Agent Wilmer incorrectly stated Ainanshe was the owner of Stigma-Free International, it claims this was a typographical error. Dkt. No. 257 at 44. The Government's claim is consistent with other paragraphs in the affidavits identifying Artan as the owner of Stigma-Free International and Ainanshe as the owner of Tunyar Trading. *See* Dkt. No. 188-1 ¶¶ 27, 95, 98, 127. And Ainanshe offers nothing to dispute the Government's claim. Negligent or innocent mistakes, such as typographical errors, are not a sufficient basis to receive a *Franks* hearing. *United States v. Carpenter*, 422 F.3d 738, 745 (8th Cir. 2005) (explaining that movant must make a substantial showing that the false statement was "intentional rather than negligent").

As for the second statement, Ainanshe fails to make a substantial showing that the statement was false, let alone intentionally or recklessly so. The only basis for his allegation is a sentence in his motion where he "denies sending emails directly to Ms. Bock about counts." Dkt. No. 213 at 3. Such "[m]ere allegations of deliberate or reckless falsehoods are insufficient" to receive a *Franks* hearing. *Kattaria*, 553 F.3d at 1177. Therefore, Ainanshe's motion fails to satisfy the first requirement for a *Franks* hearing.

**D. Abdi Nur Salah (Dkt. No. 223)**

Abdi (the Stone Bridge owner) moves for a *Franks* hearing, challenging the validity of the January 21 search warrant for his e-mail account. Dkt. No. 223. He contends that Agent Wilmer's January 21 affidavit "is replete with knowingly or recklessly false and misleading statements or omission that render it devoid of legally sufficient probable cause." *Id.* at 1. But the only specific omission he identifies is that Stone Bridge received the more than $900,000 in federal child nutrition funds pursuant to a consulting contract. *Id.* at 2. This omission doesn't make it to first base. "An officer who does not personally know information cannot intentionally or recklessly omit it." *Hartman v. Bowles*, 39 F.4th 544, 546 (8th Cir. 2022) (alteration omitted). As the Government represents, it was not aware of the consulting contract when applying for the January 21 search warrant. Dkt. No. 258 at 40. And Abdi provides no affidavit or other reliable statement showing that the Government knew about the existence of the contract. Even if the Government were aware of the consulting contract, Abdi has not shown the contract was clearly critical to probable cause. Nothing in the record explains what consulting services he performed under the contract or why the services were legitimately worth $900,000. In short, the mere existence of a consulting contract, without more, does not change anything. Accordingly, Abdi's motion fails to satisfy the first requirement for a *Franks* hearing.[13]

**E. Abdihakim Ali Ahmed (Dkt. No. 193)**

Abdihakim (an ASA Limited owner) moves for a *Franks* hearing, challenging the validity of the February 1 search warrant for his e-mail account. Dkt. No. 193. But he identifies no omissions or false statements in his motion. *See generally* Dkt. No. 193. Having failed to identify specific falsehoods or omissions, let alone provide supporting affidavits or other reliable statements to substantiate his allegations, his motion does not satisfy the first requirement for a *Franks* hearing. *Gonzalez*, 781 F.3d at 430 ("This

[13] Abdi also claims that various statements in Agent Wilmer's January 12 affidavit lack a factual basis. Dkt. No. 223 at 2–3. To the extent these arguments are in support of a Franks hearing, they do not satisfy the required substantial showing. Mere allegations of reckless or intentional falsehood are insufficient. *Kattaria*, 553 F.3d at 1177; *Franks*, 438 U.S. 154 at 172 ("[A]llegations must be accompanied by an offer of proof.").

substantiality requirement is not met lightly and requires a defendant to offer specific allegations along with supporting affidavits or similarly reliable statements.”).

## II. Probable Cause (Four-Corners Review)

In addition to requesting a *Franks* hearing, several Defendants move to suppress based on a four-corners review, arguing that the search warrants failed to establish probable cause. “Whether probable cause to issue a search warrant has been established is determined by considering the totality of the circumstances.” *United States v. Notman*, 831 F.3d 1084, 1088 (8th Cir. 2016). When the judge issuing a search warrant relied solely upon the supporting affidavit, “only that information which is found within the four corners of the affidavit may be considered in determining the existence of probable cause.” *United States v. O’Dell*, 766 F.3d 870, 874 (8th Cir. 2014) (quoting *United States v. Solomon*, 432 F.3d 824, 827 (8th Cir. 2005)). When conducting a four-corners review, the warrant must set forth “sufficient facts to lead a prudent person to believe that there is a fair probability that contraband or evidence of a crime will be found in a particular place” *Notman*, 831 F.3d at 1088.

Reviewing courts must afford “great deference” to the probable cause determination of the judge who issued the warrant and should resolve even “doubtful or marginal cases” in favor of a warrant’s validity. *United States v. Butler*, 594 F.3d 955, 962 (8th Cir. 2010) (citation omitted); *see United States v. Ventresca*, 380 U.S. 102, 109 (1965). So long as the issuing judge had a “substantial basis” for concluding the “search would uncover evidence of wrongdoing,” this Court must uphold the probable cause determination. *United States v. Horn*, 187 F.3d 781, 785 (8th Cir. 1999). Accordingly, courts take a common-sense approach to examining the sufficiency of a search-warrant affidavit. However, a warrant issued based only on a supporting affidavit that merely asserts conclusions rather than facts may be invalid. *Aguilar v. Texas*, 378 U.S. 108, 113 (1964).

**A. Abdulkadir Nur Salah (Dkt. No. 189)**

Abdulkadir moves to suppress evidence from the January 12 warrant for his residence and February 1 warrant for his e-mail account, contending that the supporting affidavits failed to set forth probable cause. Dkt. No. 189 at 1. More specifically, he argues that the affidavits failed to establish a nexus between the locations to be searched and the fraud scheme. For a warrant to be properly issued, there must be a nexus between the evidence of a crime and a particular place. *United States v. Tellez*, 217 F.3d 547, 550 (8th Cir. 2000). "The requisite nexus . . . is determined by the nature of the crime and the reasonable, logical likelihood of finding useful evidence." *United States v. Etheridge*, 165 F.3d 655, 657 (8th Cir. 1999).

To start, the supporting affidavits offer more than enough facts to conclude the Safari Restaurant's owners and associates knowingly caused the submission of false claims for reimbursement. Abdulkadir concedes that's a crime. Just consider the following core facts: (1) shortly after joining the programs, the Safari Restaurant claimed to serving 5,000 meals a day; (2) a few months later, associates and owners of the Safari Restaurant created new entities (ASA Limited and Olive Management) specifically to enroll in the federal child nutrition programs, and shortly after enrollment those entities claimed to be serving thousands of meals a day; (3) one of those new sites claimed to be serving 2,000 meals a day in a town with a population of 21,000; (4) when audited, sites submitted invoices and meal counts claiming to have served practically identical large numbers of meals every day of the month; (5) owners and associates of the Safari Restaurant received more than $9 million from Safari Restaurant bank accounts (most of this money derived from federal child nutrition funds); (6) Safari Restaurant bank records showed that only a small amount of the reimbursed federal child nutrition funds were spent on food; and (7) Safari Restaurant owners and associates spent millions of federal child nutrition funds on cars and real estate. Although any of these facts taken in isolation might just be suspicious, together, they are powerful evidence that these sites were knowingly claiming reimbursement for meals never served.

The supporting affidavits also provide more than enough facts linking Abdulkadir to this fraud scheme. He was one of the owners of the Safari Restaurant, Dkt No. 188-1 ¶¶ 42, 88, created two entities to receive funds from the scheme, *id.* ¶¶ 37, 43, received more than $1 million through those entities, *id.* ¶¶ 92, 94, 106, and purchased real estate with alleged co-conspirators using proceeds from the scheme, *id.* ¶¶ 126–133. Moreover, he was the signatory on a Safari Restaurant bank account that transferred $3 million in (mostly) federal child nutrition funds to Safari Restaurant owners and associates. *Id.* ¶¶ 93–95.

Because the affidavits provide enough evidence to substantiate the existence of a fraud scheme and sufficiently describe Abdulkadir's participation in that scheme, other allegations form a sufficient nexus to his residence. Abdulkadir listed his residence as the office and address for 3017 LLC. *Id.* ¶¶ 39, 41. He also listed his residence as the address for Cosmopolitan Business Properties LLC, and received mail addressed to that entity at his residence. *Id.* ¶¶ 43–44. It is fair to conclude records of financial transactions involving those entities would be found at his residence. Based on his participation in the scheme, it is fairly likely that such records would be evidence of money laundering.[14] Moreover, Agent Wilmer asserted that based upon his experience and training, those engaged in fraud schemes often maintain records of assets and financial transactions at their residences. *Id.* ¶ 4. Taken together, these facts establish a fair probability that evidence of a crime would be found at his residence. *See United States v. Esherick*, No. 20-cr-232, 2022 WL 3644895, at *3–4 (D. Minn. Aug. 24, 2022) (finding a similar factual basis sufficient); *see also United States v. Keele*, 589 F.3d 940, 943–44 (8th Cir. 2009) (relying on an affiant's experience with criminal activity).

The same follows for Abdulkadir's e-mail account. He listed his e-mail account in connection with 3017 LLC, Dkt. No. 188-3 ¶ 135, listed it as the contact for Cosmopolitan Business Properties LLC in connection with the purchase of a building for $2.8 million (almost all of that amount derived from federal child nutrition funds), *id.* ¶ 96. and used the e-mail account to submit documents to Bock, including receipts and invoices that purported to show the Safari Restaurant purchasing food from distribution companies, *id.* ¶¶ 136–38. These account-specific facts must be "read along with the totality of circumstances described in the affidavit, which include significant information detailing evidence of the ongoing . . . fraud." *United States v. Moulder*, No. 20-cr-232, 2022 WL 4001207, at *6 (D. Minn. May 31, 2022), *report and recommendation adopted,* No. 20-cr-232, 2022 WL 4000203 (D. Minn. Sept. 1, 2022) (finding a sufficient nexus between a fraud scheme and e-mail account). When viewed in light of Agent Wilmer's detailed

[14] 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).

description of the fraud scheme, the links to the shell companies make it fairly likely that evidence of money laundering or wire fraud would be found on Abdulkadir's e-mail account. And sending those invoices and receipts to Bock (an alleged co-conspirator) makes it fairly likely that evidence of the fraud scheme would be found on his account.[15] That is more than enough to establish probable cause. *See United States v. Miller*, No. 20-cr-232, 2022 WL 3644894, at *3 (D. Minn. Aug. 24, 2022) (finding a sufficient nexus between a fraud scheme and e-mail account).

### B. Abdikadir Ainanshe Mohamud (Dkt. No. 213)

Ainanshe challenges the January 12 search warrant for his residence and February 1 search warrant for his e-mail account, arguing that the supporting affidavits fail to set forth probable cause. Dkt. No. 213 at 1. The thrust of his argument is that the affidavits lack sufficient detail to connect him to the fraud scheme. *Id.* at 5. This contention is not persuasive.

Ainanshe created Tunyar Trading in September 2020, a company that quickly obtained vendor contracts to serve meals at sites sponsored by Feeding Our Future and received more than $4 million from the Safari Restaurant and related entities in 2021. Dkt. No. 188-1 ¶ 98. Much of that money was then transferred to Safari Restaurant owners and associates. *Id.* ¶ 102. It is unlikely that Ainanshe received that much money from the

[15] Abdulkadir argues that his e-mails sending Bock receipts and invoices were innocuous. Dkt. No. 189 at 4–5. But according to Agent Wilmer, the Safari Restaurant sent various fraudulent documents to support its false claims for reimbursement. Although the e-mails might not be incriminating when viewed in isolation, given Abdulkadir's connections to the fraud scheme, it is reasonable to infer he sent these e-mails to support the Safari Restaurant's false claims for reimbursements. *United States v. Thompson*, 210 F.3d 855, 860 (8th Cir. 2000) (explaining that judges "may draw reasonable inferences from the totality of the circumstances in determining whether probable cause exists to issue a warrant").

Safari Restaurant without being an active participant in the fraud scheme. Moreover, Ainanshe directly participated in the operation of sites. For example, he e-mailed Feeding Our Future meal counts representing that 2,000 meals were being served every day at a site in Willmar, a town with a total population of 21,000. This is more than enough to link Ainanshe to the fraud scheme.

Other facts in the affidavits outline a sufficient nexus between the fraud scheme and his residence. Ainanshe listed his residence as Tunyar Trading's office with the Minnesota Secretary of State and as his address on the entity's bank accounts. *Id.* ¶¶ 27, 28. Tunyar Trading also regularly received mail at the residence. *Id.* ¶ 29. When taken in conjunction with Agent Wilmer's statement that those engaged in fraud schemes often maintain records of assets and financial transactions at their residences, *id.* ¶ 4(b), it is fairly likely that evidence of a crime would be found at Ainanshe's residence. *See Esherick*, No. 20-cr-232, 2022 WL 3644895, at *3–4; *Keele*, 589 F.3d at 943–44.

The same follows for his e-mail account. Agent Wilmer's February 1 affidavit identifies two e-mails that Ainanshe sent from the account. The first attaches a vendor contract between Tunyar Trading and Feeding Our Future, while the second attaches meal counts claiming that Stigma-Free International served nearly 3,000 meals a day at a Mankato site. Dkt. No. 188-3 ¶¶ 140–43. When these e-mails are taken in context with the affidavit's thorough description of the fraud scheme, it is fairly likely that these e-mails evidence Ainanshe participation in the scheme. That is more than enough to establish probable cause. *Miller*, No. 20-cr-232, 2022 WL 3644894, at *3; *Moulder*, No. 20-cr-232, 2022 WL 4001207, at *6, *R&R adopted,* No. 20-cr-232, 2022 WL 4000203.

### C. Abdi Nur Salah (Dkt. No. 223)

Abdi moves to suppress evidence from the January 21 warrant based on the absence of probable cause. Dkt. No. 223 at 4 (requesting that the Court "find that there is legally insufficient probable cause"). The thrust of his argument seems to be that the January 21 affidavit lacks sufficient factual content connecting Abdi and his e-mail account to the fraud scheme. *Id.* at 1–3. This argument is not persuasive.

Agent Wilmer's January 21 affidavit provides enough facts to conclude that evidence of a crime, in particular money laundering, would be found on Abdi's e-mail account.[16] Abdi knowingly purchased two properties. Dkt. No. 223-1 ¶¶ 112, 119. Most, if not all, of the money spent to purchase those properties was derived from the fraud scheme. *Id.* ¶¶ 108–09, 116. It is reasonable to infer that Abdi knew the origin of this money. *See United States v. Thompson*, 210 F.3d 855, 860 (8th Cir. 2000) (courts may draw reasonable inferences). He created Stone Bridge to receive more than $900,000 in federal child nutrition funds. *Id.* ¶ 106–07. It is hard to believe he received such a large sum from the fraud scheme without being aware of its origin. And he created the Five A's Project with the Tunyar Trading owner, a Safari Restaurant owner, the Stigma-Free International owner, and the Olive Management owner. *Id.* ¶ 112–15. Shortly after its creation, he purchased a property for $1 million on behalf of the Five A's Project. *Id.* Taking these facts together with the use of his e-mail account in connection with Stone Bridge and the purchase of a rental property with fraud scheme proceeds, the supporting

[16] 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).

affidavit made it fairly likely that evidence of a crime would be found on his e-mail account. *See Miller*, No. 20-cr-232, 2022 WL 3644894, at *3.

**D. Abdihakim Ali Ahmed (Dkt. No. 193)**

Abdihakim (an ASA Limited owner) moves to suppress evidence from the February 1 search warrant for his e-mail account based on the absence of probable cause. Dkt. No. 193 at 1. The thrust of Abdihakim's argument is that the supporting affidavit lacks enough facts to establish that a crime was committed. *Id.* at 2, 5. He contends that "[i]n essence, the government appears to be asserting that large profits in a restaurant operation necessarily indicate fraud." *Id.* at 5. This benign interpretation of the facts has already been rejected. Supra, Part II.A. Moreover, there is more than enough linking the fraud scheme to Abdihakim and his e-mail account.

Abdihakim created ASA Limited, almost immediately enrolling in the federal child nutrition programs and claiming to be serving thousands of meals every day. Dkt. No. 188-3 ¶¶ 35–38. He also e-mailed meal counts and invoices to Feeding Our Future. *Id.* ¶¶ 147–52. Based on the implausibly high number of meals ASA Limited claimed to serve, the identical quantities claimed every day of the month, and that almost none of the federal child nutrition funds were spent on food, it is fairly likely that those invoices and meal counts falsely represented the number of meals ASA Limited served. *See Thompson*, 210 F.3d at 860 (courts may draw reasonable inferences). When considering the totality of the circumstances, this is more than enough to make it fairly likely that evidence of a crime would be found on his e-mail account. *See Miller*, No. 20-cr-232, 2022 WL 3644894, at *3.

**E. Ahmed Abdullahi Ghedi (Dkt. No. 203)**

Ghedi (an ASA Limited owner) moves to suppress evidence from the August 16 search warrant for his e-mail account based on the absence of probable cause. Dkt. No. 203 at 1. He argues that the affidavit only provides mere suspicion that ASA was engaged in unsavory activities. *Id.* at 5. He also characterizes the e-mails as "a series of routine transactions in which Ahmed communicated with Ghedi or in which Ghedi conveyed information to others." *Id.* According to Ghedi, "the affidavit does not make it plain that any of these communications explicitly involved illegal activities." *Id.* As has already been explained, this innocuous characterization of the facts in Agent Wilmer's supporting affidavit is not persuasive.

Ghedi was an ASA Limited owner, an entity that received more than $5 million in reimbursements from Feeding Our Future. Dkt. No. 258-2 ¶ 41. Moreover, ASA Limited was formed to operate a new site as part of the fraud scheme. *Id.* ¶¶ 35–41, 45–56. Ghedi received more than $1.2 million from ASA Limited. *Id.* ¶ 43. Remember, all that money came from an entity that had just been formed in September 2020 and derived its revenue from federal child nutrition funds. *Id.* ¶ 42. This is enough to reasonably infer Ghedi was a participant in the fraud scheme. *See Thompson*, 210 F.3d at 860 (probable cause analysis permits reasonable inferences). Read in this context, the e-mails referenced in Agent Wilmer's affidavit—attaching paystubs, a title report, checks, and so on—are fairly interpreted as co-conspirators communicating information regarding the distribution of fraud-scheme proceeds. Taken together, there is enough to establish probable cause for the search of Ghedi's e-mail. *Miller*, No. 20-cr-232, 2022 WL 3644894, at *3; *Moulder*, No. 20-cr-232, 2022 WL 4001207, at *6, *R&R adopted,* No. 20-cr-232, 2022 WL 4000203.[17]

## III. *Franks* Hearing: Second Requirement

In this section, the Court turns back to Defendants' motions to receive *Franks* hearings. To recap, to receive a *Franks* hearing, a defendant must make a substantial preliminary showing that (1) the supporting affidavit contained a false statement (or omission) made either knowingly and intentionally, or with reckless disregard for the truth; and (2) with the false statement corrected or missing information inserted, the affidavit no longer establishes probable cause for the search. *United States v. Gonzalez*, 781 F.3d 422, 430 (8th Cir. 2015). Although none of Defendants' motions satisfy this first requirement, it is worth explaining why the affidavits—which as just discussed do establish probable cause—would continue to do so even after correcting allegedly false statements and inserting identified omissions.

[17] Ghedi filed a separate motion to suppress the January 12 search warrant for the commercial building in South Minneapolis (located at 2722 Park Avenue South). Dkt. No. 205 at 1. But "Fourth Amendment rights are personal rights that may not be asserted vicariously." *United States v. Mosley*, 878 F.3d 246, 255 (8th Cir. 2017) (quoting *United States v. Anguiano*, 795 F.3d 873, 878 (8th Cir. 2015)). To challenge a search, a defendant "must demonstrate that he personally has an expectation of privacy in the place searched, and that his expectation is reasonable." *United States v. Barragan*, 379 F.3d 524, 529 (8th Cir. 2004) (quoting *Minnesota v. Carter,* 525 U.S. 83, 88 (1998)). A defendant must either present evidence demonstrating that he had a reasonable expectation of privacy or point to specific evidence in the record presented by the Government. *United States v. Maxwell*, 778 F.3d 719, 732 (8th Cir. 2015). Ghedi claimed at oral argument that he is a minority owner of the entity that purchased the commercial building. He did not provide any evidence to support this assertion, nor did he point to specific evidence in the record presented by the Government. Accordingly, the Court recommends that Ghedi's second motion to suppress, Dkt. No. 205, be denied for lack of standing.

**A. Abdulkadir Nur Salah (Dkt. No. 188)**

Abdulkadir's motion for a *Franks* hearing challenges the validity of (1) the January 12 search warrant for his residence; (2) the January 12 search warrant for the Safari Restaurant; and (3) the February 1 search warrant for his e-mail account. Dkt. No. 188 at 1. His motion identifies omitted COVID-19 waivers and program rules, Safari Restaurant bank records, and surveillance footage, and allegedly false statements related to these omissions.

Having already explained why none of the omitted information is clearly critical to probable cause, *see* Supra Part I.A, it follows that inserting the omitted information does not negate the existence of probable cause. The omitted COVID-19 waivers and program rules only slightly undermine a few of the core facts in Agent Wilmer's affidavit. *See* Supra, Part II.A (outlining core facts that make it fairly likely that Safari Restaurant owners and associates knowingly caused the submission of false claims). Between the suspicious invoices and meal counts, rapid expansion of new sites, web of shell companies transferring millions of dollars of federal child nutrition funds, and so on, there would still be more than enough to establish probable cause even if inserting the COVID-19 waivers made the Safari Restaurant's incredibly large claims for reimbursement slightly more plausible. The same is true if the affidavits clarified that the Safari Restaurant could make a profit. That the Safari Restaurant could legally make a profit does not undermine probable cause given the circumstantial evidence indicating fraudulent claims for reimbursement. Such evidence includes both the incredible number of meals the restaurant claims to have served and the explosive rapidity with which that volume expanded in a short amount of time. Put another way, that the Safari Restaurant could legally earn *a* profit, does not make the volume of business claimed benign to the point of undermining probable cause.

As for the bank records and surveillance footage, both omissions could reasonably be interpreted to cut either way. The omitted bank records identify large transfers of money to mostly unidentified payees for unknown reasons.[18] Based on Abdulkadir's proffer and the embedded photographs, the surveillance footage shows some meals being served, but far fewer than would be expected if the Safari Restaurant was serving 3,500 reimbursable meals a day. Because the affidavits establish probable cause even after correcting the alleged deficiencies, Abdulkadir's motion does not satisfy the second requirement to receive a *Franks* hearing. Having failed to meet either requirement for a *Franks* hearing, Abdulkadir's motion is denied.

**B. Salim Ahmed Said and Abdirahman Mohamud Ahmed (Dkt. Nos. 200, 222)**

Said and Defendant Abdirahman Mohamud Ahmed (Abdirahman) move to join Abdulkadir's motion for a *Franks* hearing as it relates to the January 12 search warrant for the Safari Restaurant. Dkt. Nos. 200, 222. Neither motion adds anything. Accordingly, their motions are denied for the same reasons Abdulkadir's motion for a *Franks* hearing is denied.[19]

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[18] Even without Agent Wilmer's statements that little of the federal child nutrition funds were spent on food, the same conclusion could reasonably be reached by examining the omitted bank records.

[19] To the extent Said also seeks to join other, unspecified motions, the Court denies his motion to the extent it joins unspecified *Franks* motions and recommends it be denied to the extent it joins unspecified motions to suppress.

**C. Aimee Bock (Dkt. No. 198)**

Bock's motion for a *Franks* hearing challenges the January 14 search warrants for her residence and the Feeding Our Future office. Dkt. No. 198 at 1. In passing, she identifies several omissions and corrections linked to the $310,000 payment Bock received. But even removing any discussion of the $310,000 payment and kickbacks generally, the affidavits easily establish probable cause for the two warrants.

To start, based on FBI surveillance finding no evidence of meals being served at the Columbus and Taylor sites, it is fairly likely that Feeding Our Future knowingly submitted false claims for reimbursement. Dkt. No. 257-2 ¶¶ 127–48. Bock was personally involved in these sites, signing a vendor contract and telling the MDE that Feeding Our Future had verified children were being served at the Columbus site. *Id.* ¶¶ 129, 138, 147. Evidence linked to the false submission of claims at those sites—such as meal counts, vendor contracts, and related documents—is likely to be found at Feeding Our Future's office. Stripping Agent Wilmer's January 14 affidavit of facts related to the $310,000 payment has no impact on this conclusion.

Additional evidence supports this conclusion. Considering the totality of the circumstances, it is fairly likely that Feeding Our Future—including its executive director Bock—knowingly approved fraudulent claims on behalf of sponsored entities such as the Safari Restaurant. As has already been explained, Agent Wilmer's affidavit provides more than enough facts to conclude the Safari Restaurant and related sites sponsored by Feeding Our Future were knowingly submitting false claims for reimbursement. *See* Supra, Part II.A. Feeding Our Future worked closely with these sites, quickly sponsoring applications for newly created entities, Dkt. No. 257-2 ¶¶ 56, 67, 70, fiercely advocating for the approval of sites and reimbursement of claims in the face of MDE resistance, *id.*

¶¶ 51–52, 57–61, 73–76, submitting implausibly large claims for reimbursement month after month, *id.* ¶¶ 62, 68, 71, and submitting suspicious documentation from those sites to the MDE, *id.* ¶¶ 63, 78–79, 81–82. These facts—with or without the alleged $310,000 kickback—provide ample probable cause to search the Feeding Our Future office.

Other facts form a sufficient nexus between the fraud scheme, Bock, and her residence. Bock was directly involved in the sponsorship of new sites, creation of vendor contracts, and communication with the MDE to keep the federal child nutrition funds flowing. *See, e.g.*, *id.* ¶¶ 60, 94. More than $600,000 was transferred from Feeding Our Future to an entity controlled by her boyfriend. *Id.* ¶¶ 150–52. As for the residence, Feeding Our Future listed its address as her residence, *id.* ¶ 17, the entity owned by her boyfriend listed her residence as its address and received mail at her residence, *id.* ¶ 19–20, and Agent Wilmer stated in his affidavit that individuals receiving income from fraud schemes often maintain relevant records at their residences, *id.* ¶ 4. That is sufficient probable cause that evidence of a crime would be found at Bock's residence even if facts regarding the $310,000 kickback were removed from Agent Wilmer's January 14 affidavit. Accordingly, because Bock fails to satisfy either requirement for a *Franks* hearing on either warrant, her motion is denied.

**D. Abdikadir Ainanshe Mohamud (Dkt. No. 213)**

Ainanshe's motion for a *Franks* hearing challenges the January 12 search warrant for his residence and February 1 search warrant for his e-mail account. Dkt. No. 213. The two allegedly false statements are (1) that he was the owner of Stigma-Free International; and (2) that he sent information to Bock through Stigma-Free International regarding operations at two sites. *Id.* at 3, 5–6.

This Court already explained why the supporting affidavits established probable cause for both search warrants. *See* Supra, Part II.B. That analysis did not rely on Ainanshe's purported ownership interest in Stigma-Free International. In other words, correcting the first false statement does not change the probable cause analysis. The second false statement seems to be referring to the meal counts Ainanshe sent to Feeding Out Future. But even removing any discussion of those e-mails, the remaining details adequately describe Ainanshe's participation in the conspiracy. In particular, Tunyar Trading—Ainanshe's entity—received more than $4 million in federal child nutrition funds, before transferring much of those funds on to Safari Restaurant owners and associates. Considering his use of the e-mail account in connection with Tunyar Trading, there is still probable cause to believe evidence of a crime would be found in the e-mail account. Having failed to satisfy either requirement for a *Franks* hearing, Ainanshe's motion is denied.

**E. Abdi Nur Salah (Dkt. No. 223)**

Abdi's motion for a *Franks* hearing challenges the January 21 search warrant for his e-mail account. Dkt. No. 223. The only specific omission he identifies is that Stone Bridge received the more than $900,000 in federal child nutrition funds pursuant to a consulting contract. *Id.* at 2. But inserting the existence of a consulting contract, without more, does not seriously undermine probable cause. Abdi still created an entity to receive and did receive more than $900,000 in federal child nutrition funds. He created a second entity to purchase a $1 million property with four Safari Restaurant owners and associates. The existence of a consulting contract does not alter where the money originated and is consistent with the allegations of money laundering. He also takes issue with conclusory statements, such as that the money was "fraudulently obtained." Dkt. No.

223 at 2. But even if these conclusory statements are excised, Agent Wilmer's January 21 affidavit contains enough facts to conclude the money was derived from the fraud scheme. *See* Dkt. No. 223-1 ¶¶ 26–55 (generally describing the fraud scheme), ¶¶ 62–70, 108–09 (describing Tunyar Trading's role). Because the affidavit establishes probable cause even with the allegedly false statements corrected and omissions inserted, Abdi's motion does not satisfy the second requirement for a *Franks* hearing. Having failed to meet either requirement, the motion is denied.

### F. Abdihakim Ali Ahmed (Dkt. No. 193)

Abdihakim failed to identify specific statements or omissions while moving for a Franks hearing. *See* Dkt. No. 193. Without specific statements to correct or omissions to insert, it is not possible to conduct meaningful analysis of the second *Franks*-hearing requirement. Having failed to make a substantial showing as to either requirement, his motion is denied.

## IV. Particularity, Overbreadth, and Exceeding the Scope

Three Defendants challenge e-mail search warrants as overly broad and insufficiently particular. The Fourth Amendment provides that "no Warrants shall issue . . . [unless] particularly describing the place to be searched, and the persons or things to be seized." U.S. Const. amend. IV. The purpose of this particularity requirement is to prevent "a general, exploratory rummaging in a person's belongings." *Coolidge v. New Hampshire*, 403 U.S. 443, 467 (1971). To be sufficiently particular, the warrant application must describe the items to be seized with enough detail that "the searcher [can] locate and identify the places and items with reasonable effort and [] avoid mistakenly searching the wrong places or seizing the wrong items." *United States v. Gleich*, 397 F.3d 608, 911 (8th Cir. 2005). Courts evaluate particularity for "practical" not "hypertechnical" accuracy.

*United States v. Fiorito*, 640 F.3d 338, 346 (8th Cir. 2011). Particularity depends in part on the nature of the investigated crimes. *See United States v. Frederickson*, 846 F.2d 517, 519 (8th Cir. 1988); *United States v. Cooper*, 654 F.3d 1104, 1127 (10th Cir. 2011); *United States v. Greene*, 250 F.3d 471, 477 (6th Cir. 2001). This approach comports with the totality-of-the-circumstances test for probable cause in general. *See Notman*, 831 F.3d at 1088.[20]

Two Defendants also claim that the Government exceeded the scope of search warrants when searching their e-mail accounts. A seizure pursuant to a search warrant may not exceed the warrant's scope. *United States v. Stephen*, 984 F.3d 625, 631 (8th Cir. 2021). To determine whether a search exceeding the warrant's scope, courts look to "the fair meaning of the warrant's terms." *United States v. Sturgis*, 652 F.3d 842, 844 (8th Cir. 2011) (quoting *United States v. Johnson,* 640 F.3d 843, 845 (8th Cir. 2011)).

**A. Abdihakim Ali Ahmed (Dkt. No. 193)**

Abdihakim's motion to suppress the February 1 search warrant raises particularity, overbreadth, and exceeding-scope-of-search challenges. Dkt. No. 193 at 1. Start with particularity and overbreadth. He contends that the search warrant lacks particularity because it "authorized the seizure of the entire contents of the Google Account, including draft emails and lists of contacts, and as such, it essentially authorized whole-sale

[20] Overbreadth is the requirement that the scope of the warrant be limited by probable cause. *United States v. Brown*, No. 19-cr-110, 2019 WL 7838276, at *11 (D. Minn. Sept. 20, 2019), *R&R adopted,* No. 19-cr-110, 2019 WL 6607240, at *11 (D. Minn. Dec. 5, 2019). Particularity and overbreadth are distinct but intertwined concepts that are often addressed together. *Id.*; *Moulder*, No. 20-cr-232, 2022 WL 3644893, at *3 n.2. Addressing the concepts together makes sense here because Defendants' motions make no serious attempt to distinguish between them. *See generally* Dkt. Nos. 193, 213, 203.

rummaging through the account user's personal communications and affairs, unlimited by scope or time." Dkt. No. 193 at 5. This argument is not persuasive.

The Government's search-warrant application follows Rule 41(e)(2)(B)'s two-step procedure. At step one, the warrant directed Google to turn over Abdihakim's e-mail account. Attachment B, Dkt. No. 188-3. At step two, the Government would seize the list of items described by Attachment B. *Id.* Attachment B identifies several categories of communications and records related to the fraud scheme. *Id.* Abdihakim does not specify whether he challenges step one, two, or both. *See generally* Dkt. No. 193. Whatever the challenge, it fails. This Court has already rejected a similar challenge to the particularity of a similar step-one request directing Google to turn over an e-mail account. *United States v. Diallo*, No. 20-cv-233, 2023 WL 4423940, at *5–7 (D. Minn. Apr. 5, 2023), *R&R adopted,* No. 20-cr-233, 2023 WL 3815695 (D. Minn. June 5, 2023).[21] Having the Government search an e-mail account for a specific list of items is not unlike the Government reviewing the contents of an entire filing cabinet in order to seize specified documents within. As a practical matter, this is the only way such a search could work. It is both impractical and legally dubious to require a private entity to conduct targeted searches of a defendant's e-mails so as to produce to the government only those e-mails it is authorized to seize by warrant. Hence, the two-step process of Rule 41.

[21] This Court is familiar with *United States v. Moulder*, No. 20-cr-232, 2022 WL 3644893, at *4 (D. Minn. Aug. 24, 2022) (finding step one of an e-mail warrant unconstitutionally overbroad). However, no Defendant cites *Moulder* in this case. A motion to suppress based on *Moulder* has been filed in 22-cr-225, another Feeding Our Future case. Because the Court will soon issue a Report and Recommendation squarely addressing *Moulder* in that case where it has been fully briefed and argued, it will not do so here. It suffices to say that even if the District Court finds *Moulder* persuasive, the good-faith exception would apply. *See Moulder*, 20-cr-232, 2022 WL 3644893, at *6; *Diallo*, No. 20-cr-233, 2023 WL 3815695, at *4–5.

As for step two, Abdihakim seems to take issue with the generality of the list of items to be seized. But the Eighth Circuit and courts in this District have repeatedly found broad lists of documents—cabined by categories of records to be seized and a specific set of crimes under investigation—sufficiently particular to support a warrant. *United States v. Fiorito*, 640 F.3d 338, 346–47 (8th Cir. 2011); *see also United States v. Adams*, 17-cr-64, 2018 WL 6991106, at *31 (D. Minn. Sept. 17, 2018); *United States v. Moulder*, No. 20-cr-232, 2022 WL 3644893, at *5 (D. Minn. Aug. 24, 2022) (finding step-two of an e-mail warrant sufficiently particular); *Diallo*, No. 20-cv-233, 2023 WL 4423940, at *5–7, *R&R adopted,* No. 20-cr-233, 2023 WL 3815695. Nothing about Attachment B merits a different result. Taking into account the scope of the alleged fraud scheme, the Government's broad list of financial documents, communications, and other items to be seized makes sense. Nor is it insufficiently particular to seize items related to co-conspirators and the defendant's state of mind. *See, e.g.*, *United States v. Moulder*, No. 20-cr-232, 2022 WL 4001207, at *7 (D. Minn. May 31, 2022), *R&R adopted*, No. 20-cr-232, 2022 WL 4000203 (D. Minn. Sept. 1, 2022) (finding a similar list of items to be seized sufficiently particular). In short, although the list of items to be seized is broad, it satisfies the Fourth Amendment's particularity requirement.

Abdihakim also contends that "the search conducted pursuant to the Search Warrant exceeded its authorized scope." Dkt. No. 193 at 5. But Abdihakim does not adequately explain how. All he says is that "[t]he government seized the entire contents of the Google Account, although the warrant only authorized seizure of items relevant to fraud charges." *Id.* That is not what happened. The Government followed the two-step process of Rule 41, first directing Google to provide the e-mail account and then culling items to be seized based on Attachment B. As Abdihakim concedes, the Government received 22,558 e-mails but seized only 3,634. Dkt. No. 193 at 3. Because that is exactly the type of search Attachment B directed the Government to complete, the search did not exceed its authorized scope.

**B. Abdikadir Ainanshe Mohamud (Dkt. No. 213)**

Ainanshe's motion to suppress the February 1 search warrant for his e-mail account raises a particularity and overbreadth challenge in passing. He contends that "[t]he all-inclusive nature of these warrants allowed investigators to deem anything and everything relevant, resulting in them to exceed what should have been a much narrower scope for each search." Dkt. No. 213 at 1–2. He continues, arguing that the affidavit "allowed investigators to seize large amounts of data and not just specific email threads between the subject parties." *Id.* at 3–4.

There is no daylight between Ainanshe's particularity challenge and Abdihakim's, *see* Supra, Part IV.A. Like Abdihakim, Ainanshe generally avers that the February 1 search warrant was overly broad and insufficiently particular. As was already explained, Attachment B to the February 1 warrant followed Rule 41's familiar two-step procedure. Directing Google to turn over the e-mail account at step one was not unconstitutional. *Diallo*, No. 20-cv-233, 2023 WL 4423940, at *5–7, *R&R adopted,* No. 20-cr-233, 2023 WL 3815695. Though broad, the categories of documents to be seized at step two were sufficiently particular. *See, e.g.*, *Fiorito*, 640 F.3d at 346–47.

**C. Ahmed Abdullahi Ghedi (Dkt. No. 203)**

Ghedi moves to suppress the August 16 search warrant for his e-mail account, arguing that the search warrant lacked particularity, was unconstitutionally overbroad, and exceeded the scope of the search by failing to selectively seize e-mails. Dkt. No. 203 at 1.

First, Ghedi takes issue with the broad list of items Attachment B permitted the Government to seize. *See* Dkt. No. 203 at 3–5. But he offers no authority or arguments to change the analysis above. *See* Supra, Part IV.A. As explained above, the Eighth Circuit and courts in this District have repeatedly found similarly broad lists of documents to be sufficiently particular. *Fiorito*, 640 F.3d 338 at 346–47; *see also Adams*, 17-cr-64, 2018 WL 6991106, at *31; *Moulder*, No. 20-cr-232, 2022 WL 3644893, at *5. Because the scope of the warrant was cabined by the purpose of the investigation and categories of specific items to be seized, there was nothing improper about seeking e-mails identifying co-conspirators and relating to the owner's state of mind. *See Moulder*, No. 20-cr-232, 2022 WL 4001207, at *7, *R&R adopted*, No. 20-cr-232, 2022 WL 4000203 (finding similar categories of items to be seized sufficiently particular). Nothing about Attachment B to the August 16 search warrant merits a different result than the February 1 search warrant.

Ghedi also argues that the Government "apparently exceeded the scope of the search warrant by failing to selectively seize emails." Dkt. No. 203. The basis for his argument is Agent Wilmer's certification, which stated that 4,748 e-mails were received, but 5,663 e-mails were deemed relevant. The Government counters that those two numbers were accidentally transposed, meaning 5,663 e-mails were received but only 4,748 were deemed relevant. Dkt. No. 258 at 41. And Ghedi conceded at oral argument that he had no reason to question the Government's representation. Without any further attempt to identify how the Government exceeded the scope of its warrant—such as by identifying specific e-mails beyond the scope of the language in Attachment B—there is no basis to conclude the Government exceeded the authorized scope of its search.

## V. *Leon* Good Faith Exception

Even if Defendants' motions to suppress were successful, the good-faith exception would apply. Under the good faith exception to the Fourth Amendment's warrant requirement, "disputed evidence will be admitted if it was objectively reasonable for the officer executing the search warrant to have relied in good faith on the judge's determination that there was probable cause to issue the warrant." *United States v. Mayweather*, 993 F.3d 1035, 1041 (8th Cir. 2021). "The operative test is whether a reasonably well trained officer would have known that the search was illegal despite the issuing judge's authorization." *Id.* (cleaned up). There are four recognized limits to the good faith exception. The exception will not apply

> (1) when the affidavit or testimony supporting the warrant contained a false statement made knowingly and intentionally or with reckless disregard for its truth, thus misleading the issuing judge; (2) when the issuing judge wholly abandoned his judicial role in issuing the warrant; (3) when the affidavit in support of the warrant is so lacking in indicia of probable cause as to render official belief in its existence *entirely unreasonable*; and (4) when the warrant is so facially deficient that no police officer could reasonably presume the warrant to be valid.

*United States v. Proell*, 485 F.3d 427, 431 (8th Cir. 2007) (citing *United States v. Leon*, 468 U.S. 897, 921 (1984). As with warrant analysis is general, courts consider the totality of the circumstances in determining whether a law enforcement officer's reliance on the warrant was in good faith. *United States v. Grant*, 490 F.3d 627, 632 (8th Cir. 2007).

Defendants raise two arguments against application of the good-faith exception. First, that Agent Wilmer made knowing false statements or reckless omissions. Dkt. No. 188 at 38 (Abdulkadir); Dkt. No. 189 at 6 (Abdulkadir); Dkt. No. 198 at 5–6 (Bock). Second, that the affidavits lack any indicia of probable cause to render belief in its existence unreasonable. Dkt. No. 189 at 5 (Abdulkadir); Dkt. No. 193 at 6 (Abdihakim); Dkt. No. 198 at 6 (Bock). The Court has already explained why Defendants failed to identify any false statements or reckless omissions, Supra, Part I, and that the challenged affidavits establish ample probable cause, Supra, Part II. For these reasons, even if the warrants were deficient the good-faith exception to the warrant requirement would require denial of Defendants' motions to suppress.

**ORDER**

For the reasons set forth above, IT IS HEREBY ORDERED:

1. Abdulkadir Nur Salah's Motion for a *Franks* hearing [Dkt. No. 188] is **DENIED**;

2. Abdihakim Ali Ahmed's Motion to Suppress Fruits of Search Warrant [Dkt. No. 193] is **DENIED** to the extent Abdihakim Ali Ahmed requests a *Franks* hearing;

3. Aimee Bock's Motion for Hearing Pursuant to *Franks v. Delaware*, 438 U.S. 154 (1978) [Dkt. No. 198] is **DENIED**;

4. Salim Ahmed Said's Motion to Join in Pretrial Motions of All Co-Defendants [Dkt. No. 200] is **DENIED** to the extent he seeks to join motions for a *Franks* hearing;

5. Abdikadir Ainanshe Mohamud's Motion to Suppress Evidence from Search Warrants and Request for *Franks* hearing [Dkt. No. 213] is **DENIED** to the extent Abdikadir Ainanshe Mohamud requests a *Franks* hearing;

6. Abdirahman Mohamud Ahmed's Motion to Join Motion for *Franks* hearing [Dkt. No. 222] is **DENIED**; and

7. Abdi Nur Salah's Motion to Suppress Search Warrant and Request for *Franks* hearing [Dkt. No. 223] is **DENIED** to the extent Abdi Nur Salah requests a *Franks* hearing.

**RECOMMENDATION**

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

1. Abdulkadir Nur Salah's Motion to Suppress Evidence Obtained via Search Warrants [Dkt. No. 189] be **DENIED**;

2. Abdihakim Ali Ahmed's Motion to Suppress Fruits of Search Warrant [Dkt. No. 193] be **DENIED** to the extent Abdihakim Ali Ahmed moves to suppress;

3. Salim Ahmed Said's Motion to Join in Pretrial Motions of all Co-Defendants [Dkt. No. 200] be **DENIED** to the extent he requests to join unspecified motions to suppress;

4. Ahmed Ghedi's Motion to Suppress Evidence Seized from Execution of an August 16, 2022 Warrant Directed to Google, LLC [Dkt. No. 203] be **DENIED**;

5. Ahmed Ghedi's Motion to Clarify and Suppress Evidence Seized by the Government During its Search of 2722 Park Avenue South and for a *Franks* Hearing [Dkt. No. 205] be **DENIED**;

6. Abdikadir Ainanshe Mohamud's Motion to Suppress Evidence from Search Warrants and Request for *Franks* Hearing [Dkt. No. 213] be **DENIED** to the extent Abdikadir Ainanshe Mohamud moves to suppress; and

7. Abdi Nur Salah's Motion to Suppress Search Warrant and Request for *Franks* hearing [Dkt. No. 223] be **DENIED** to the extent Abdi Nur Salah moves to suppress.

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).

**UNITED STATES DISTRICT COURT**
**DISTRICT OF MINNESOTA**

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United States of America,

Plaintiff,

v.

Aimee Marie Bock et al.,

Defendants.

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

**REPORT AND RECOMMENDATION**

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## 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

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[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<br>SALIM SAID<br>ABDIKAHKIM AHMED<br>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<br>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.

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

[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.

[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).

**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)

ORDER

In 2022, fourteen individuals were indicted for their roles in an alleged scheme to defraud the Federal Child Nutrition Program. (ECF No. 1.) Before trial, defendants filed various dispositive and non-dispositive motions. On November 1, 2024, United States Magistrate Judge David T. Schultz issued two Report and Recommendations ("R&Rs") and three Orders. (ECF Nos. 353, 354, 355, 356, 357.)

The first R&R—ECF No. 354—recommended denying defendants' various motions to suppress. The second R&R—ECF No. 355—recommended denying defendants' various motions to dismiss. The first order—ECF No. 353—denied defendants' motions for a *Franks* hearing. The second order—ECF No. 356—denied defendants' various motions for a bill of particulars. And the third order—ECF No. 357—denied defendants' remaining miscellaneous motions, like motions to change venue. There has been no appeal to the second and third orders (ECF Nos. 356 and 357).

Four defendants bring challenges as follows:

- In her objection, (ECF No. 368), Aimee Marie Bock objects to the R&R recommending denial of her motion to dismiss, (ECF No. 355).[1]
- In his objections, (ECF Nos. 366, 367), Abdulkadir Nur Salah objects to the R&R recommending denial of his motion to suppress, (ECF No. 354), and denial of his motion to dismiss, (ECF No. 355). He also appeals the order denying his motion for a *Franks* hearing, (ECF No. 353).
- In his objection, (ECF No. 369), Abdihakim Ali Ahmed objects to the R&R recommending denial of his motion to suppress, (ECF No. 354). He also appeals the order denying his motion for a *Franks* hearing, (ECF No. 353).
- In his objections, (ECF Nos. 364, 365), Ahmed Abdullahi Ghedi objects to the R&R recommending denial of his motion to suppress, (ECF No. 354), and denial of his motion to dismiss, (ECF No. 355).

**BACKGROUND**

Judge Schultz's R&Rs set forth an appropriate overview of the factual and procedural history. The Court will assume the parties are familiar with the background facts.

[1] The Government's consolidated response states that "Bock objects to the Magistrate Judge's *Franks* order." (ECF No. 373 at 11.) However, Bock never filed for a motion for a *Franks* hearing, and her objection does not reference *Franks* at all. Because Bock never moved for a *Franks* hearing, the Court does not address it.

## ANALYSIS

### I. Aimee Marie Bock (1)

Aimee Bock was the executive director of Feeding Our Future. (ECF No. 1 ¶ 10.) The indictment alleges that she "oversaw" the alleged fraud scheme. (*Id.* ¶ 24.) She is charged with conspiracy to commit wire fraud (Count 1), wire fraud (Counts 2, 4, 5, and 12), conspiracy to commit federal programs bribery (Count 15), and federal programs bribery (Count 40).

#### *A. Motion to Suppress*

Bock purports to object to Judge Schultz's recommended denial of defendants' various motions to suppress. (*See* ECF No. 368 at 1 (citing ECF No. 354).) Bock, however, did not file a motion to suppress; she only filed a motion to dismiss and a motion for a bill of particulars. (ECF No. 194). Judge Schultz addressed those two motions, respectively, in ECF No. 355 and ECF No. 356. Beyond a citation to ECF No. 354, Bock's objection makes no argument or reference to a suppression motion.

#### *B. Motion to Dismiss*

Judge Schultz recommended denying Bock's motion to dismiss the indictment. (ECF No. 355 at 24.) Bock objects to that recommendation. (ECF No. 368.) A motion to dismiss is dispositive, so the Court reviews the recommendation *de novo*. 28 U.S.C. § 636(b)(1)(C); Fed. R. Crim. P. 59(b)(1), (3).

An indictment survives a motion to dismiss if it (1) "contains all of the essential elements of the offense charged," (2) "fairly informs the defendant of the charges against which he must defend," and (3) "alleges sufficient information to allow a defendant to plead a conviction or acquittal as a bar to a subsequent prosecution." *United States v. Fleming*, 8 F.3d 1264, 1265 (8th Cir. 1993). "An indictment is normally sufficient if its language tracks the statutory language." *United States v. Sewell*, 513 F.3d 820, 821 (8th Cir. 2008).

*1. Wire Fraud*

The essential elements of wire fraud are that (1) the defendant "joined a scheme to defraud," (2) she "intended to defraud," (3) "it was reasonably foreseeable that interstate wire communications would be used," and (4) "the wires were, in fact, used." *United States v. Louper-Morris*, 672 F.3d 539, 556 (8th Cir. 2012).

In her objection, Bock's main argument is that the indictment does not sufficiently allege the second element: intent to defraud.[2] (ECF No. 368 at 4.) The indictment, however, directly alleges that Bock knew the claims submitted to MDE were fraudulent: "Despite knowing the claims were fraudulent, BOCK and Feeding Our Future submitted

[2] Although Bock does not make an argument about the first, third, and fourth elements, the Court concludes that the indictment sufficiently alleges them. Not only did Bock allegedly join the scheme, she is alleged to have overseen the scheme and recruited others to join. (ECF No. 1 ¶ 24.) And the indictment alleges that millions of dollars flowed from the Minnesota Department of Education ("MDE") to Feeding Our Future and then to food distribution sites. (*Id.* ¶ 29). Thus the indictment sufficiently alleges the interstate-wire elements.

her co-conspirators' fraudulent claims to MDE." (ECF No. 1 ¶ 28.) Two additional allegations support the sufficiency of the indictment as to the intent-to-defraud element. First, the indictment alleges that some distribution sites served nominal amounts of food before submitting "fraudulent invoices for inflated quantities of food." (ECF No. 1 ¶ 26.) Second, the indictment alleges that, after MDE became suspicious of Feeding Our Future's meal counts, Bock sued MDE, accusing it of racial animus in violation of the Minnesota Human Rights Act.[3] (*Id.* ¶ 34.)

Bock also argues that the R&R does not acknowledge (1) that nutrition programs may charge administrative fees and (2) that Bock did not receive any administrative fees personally. (ECF No. 368 at 4–5.) These arguments are irrelevant to the sufficiency of the indictment. The validity or invalidity of administrative fees is not an essential element of wire fraud.

Although she focuses on wire fraud, Bock's objection is labeled as "Conspiracy to Commit Wire Fraud." (*See id.* at 4–6.) Assuming Bock also challenges the recommended denial of her motion to dismiss the conspiracy count, the Court finds that the indictment is sufficient on this count as well.

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[3] "A slightly greater level of detail is required" for a wire fraud indictment. *United States v. Hansmeier*, 988 F.3d 428, 436 (8th Cir. 2021) (citation omitted). The Court finds that even under this higher standard, the indictment includes sufficient allegations to survive a motion to dismiss.

"To prove conspiracy to commit wire fraud, the government must show (1) that there was a conspiracy, an agreement to commit wire fraud, (2) that [Bock] knew of the agreement, and (3) that [she] intentionally joined in the conspiracy." *United States v. Johnson*, 450 F.3d 366, 374 (8th Cir. 2006).

The indictment alleges that Bock "conspired with" other defendants "to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses." (ECF No. 1 ¶ 21.) Bock is alleged to have known of the agreement—she "recruited individuals" to join the scheme. (*Id.* ¶ 24.) She is also alleged to have taken actions that demonstrate she intentionally joined in the conspiracy: (1) she "created and submitted false documentation to cover up" the fraud; (2) she submitted fraudulent claims to MDE; (3) she "sought to divert attention away from" the scheme; and (4) she gave false assurances to MDE. (*Id.* ¶¶ 26, 28, 33.) The Court concludes that these allegations contain the essential elements of conspiracy to commit wire fraud.

2. *Federal Programs Bribery*

To prove federal programs bribery, the Government must show that Bock: (1) was an agent of a government-affiliated entity; (2) corruptly accepted a thing of value in connection with Federal Child Nutrition Program ("FCNP") transactions; (3) that the transaction involved something of value of $5,000 or more; and (4) that the government-affiliated entity received benefits in excess of $10,000 from the federal government. *United*

*States v. Baumann*, 684 F. Supp. 2d 1146, 1149 (D.S.D. 2010) (listing elements of 18 U.S.C. § 66(a)(1)(B)); *see also* Model Crim. Jury Instr. 8th Cir. 6.18.666C (2020).[4]

Bock's main argument on the bribery count is that the "indictment fails to allege the requisite intent to influence or reward an official act, as it simply refers to the [$310,000] check's issuance in connection with a business transaction, which is not inherently a bribe." (ECF No. 368 at 5.) She cites *Snyder v. United States*, 603 U.S. 1 (2024), in support of her argument. Co-defendant Abdulkadir Nur Salah also objects to the recommendation to deny his motion to dismiss based on *Snyder*. The Court disagrees with both defendants' positions under *Snyder*, as analyzed below in the section addressing Salah.

Finally, Bock claims that "the indictment improperly treats the $310,000 check as the sole basis for the bribery charge." (ECF No. 368 at 5–6.) That the indictment alleges one instance of bribery is no reason to dismiss the indictment. Nothing in the statute requires multiple alleged bribes to sustain a federal program bribery charge.

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[4] There are also four elements for conspiracy to commit federal programs bribery. The Government must show that: (1) Bock agreed with at least one other person to commit the crime of federal programs bribery; (2) she voluntarily and intentionally joined in the agreement; (3) at the time she joined in the agreement, she knew the purpose of the agreement; and (4) she knowingly did one or more acts for carrying out or carrying forward the agreement. *See United States v. Woodard*, 315 F.3d 1000, 1004 (8th Cir. 2003). The Court concludes the indictment sufficiently alleges conspiracy to commit federal programs bribery.

## II. Abdulkadir Nur Salah

Abdulkadir Nur Salah is alleged to have been affiliated with at least four entities involved in the alleged fraud scheme.[5] He is charged with conspiracy to commit wire fraud (Count 1), wire fraud (Counts 5, 8, 13, and 14), conspiracy to commit federal programs bribery (Count 15), federal programs bribery (Counts 20, 22, 24, and 40), conspiracy to commit money laundering (Count 41), and money laundering (Counts 52, 57, and 58). Judge Schultz recommended denying Salah's motion to suppress and motion to dismiss the indictment. (ECF No. 354 at 34–37; ECF No. 355 at 21–23.) He also denied Salah's request for a *Franks* hearing. (ECF No. 353 at 43–44.) The Court reviews motions to suppress and to dismiss *de novo*. 28 U.S.C. § 636(b)(1)(C); Fed. R. Crim. P. 59(b)(1), (3). A denial of a request for a *Franks* hearing is reviewed for clear error. Fed. R. Crim. P. 59 (non-dispositive matters referred to magistrate judges are reviewed for clear error); *see United States v. Lewis*, 386 F. Supp. 3d 963, 979 (E.D. Wis. 2019) ("Rule 59(a) governs the referral of non-dispositive matters—in this case, the motion for a Franks hearing—to magistrate judges.").

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[5] The indictment alleges that Salah (1) was an owner of an LLC that ran Safari Restaurant, (ECF No. 1 ¶ 12); (2) operated Total Financial Solutions, "a company that provided payroll and bookkeeping services to many of the companies involved in the scheme," (*id.* ¶ 15); (3) was affiliated with Stigma-Free International, a non-profit that operated five FCNP sites in Minnesota, (*id.* ¶ 16); and (4) created a nonprofit called Bet on Better Future that opened FCNP sites in four Minnesota cities, (*id.* ¶ 20).

### *A. Motion to Suppress*

Law enforcement obtained search warrants for Salah's email account and home. (ECF Nos. 188-1, 188-3.) Salah moved to suppress evidence gathered from both warrants. (ECF No. 189.) "Though establishing probable cause is not a high bar, it still requires a showing of facts that create a fair probability that evidence of a crime will be found in the place to be searched." *United States v. James*, 3 F.4th 1102, 1104–05 (8th Cir. 2021) (cleaned up). Because "the issuing judge relied solely upon the supporting affidavit to issue the warrant, only that information which is found within the four corners of the affidavit may be considered in determining the existence of probable cause." *United States v. Solomon*, 432 F.3d 824, 827 (8th Cir. 2005) (cleaned up). The Court looks "to the totality of the circumstances to determine whether an affidavit is sufficient to demonstrate probable cause." *United States v. Keele*, 589 F.3d 940, 943 (8th Cir. 2009).

#### *1. Email Warrant*

In support of the email search warrant, FBI Special Agent Wilmer attached an affidavit that referenced three emails sent by Salah.

- Email 1 - Salah emailed receipts to Bock that, as described by the affidavit, "purport[ed]" to show food purchases. (ECF No. 188-3 ¶ 136.)
- Email 2 - Salah emailed Bock with the subject line "SAFARI ADDITIONAL RECEIPTS" and attached receipts (*Id.* ¶ 137.)

- Email 3 - Salah emailed Bock invoices that, as described by the affidavit, "purport[ed] to document Safari Restaurant's purchase of food from various food distribution companies." (*Id.* ¶ 138.)
- Along with the emails, Agent Wilmer attested that Salah created a limited liability company—3017 LLC—with the Minnesota Secretary of State's office and listed his email as part of that registration. (*Id.* ¶ 135.)

Salah argues that there was no probable cause because the emails indicate no fraudulent purpose. (ECF No. 354 at 4–5.) The emails only show that he "participated in some minor way" with food distribution and innocuously sent receipts to Bock. (*Id.*)

Read in isolation, the emails might not support probable cause. But three additional sets of facts in the affidavit establish a fair probability that evidence of a crime would be found in Salah's email account.

First, Agent Wilmer explained the overall structure of the alleged fraud scheme. He avers that individuals "purportedly in the business of providing federally funded free meals" claimed to serve thousands of children, but "almost none" of the funding was used for that purpose. (ECF No. 188-3 ¶ 7.) Instead, he sets forth, individuals misappropriated the funds for personal gain, in part by submitting false invoices and meal counts to Feeding Our Future. (*See id.* ¶¶ 47–50.)

Second, the affidavit included bank records showing that Salah's limited liability company (3017 LLC) received over two million dollars through the alleged scheme.[6]

Third, Salah was involved with the $2.8 million purchase of a commercial building in Minneapolis, which was allegedly bought with proceeds from the scheme. (*Id.* ¶ 89.) 3017 LLC transferred $840,000 into a bank account to buy the building. (*Id.* ¶¶ 92–93.) The entity that purchased the building (Cosmopolitan Business Properties, LLC) included Salah's email as contact information. (*Id.* ¶ 96.)

Read "with common sense," *Walden v. Carmack*, 156 F.3d 861, 870 (8th Cir.1998), the affidavit establishes probable cause to search Salah's email account. The affidavit need not include direct evidence that Salah used his email account to commit fraud. *See United States v. Diallo*, No. 20-CR-2339 (JRT/DTS), 2023 WL 3815695, at *3–4 (D. Minn. June 5, 2023) (investigators' knowledge of broader scheme established probable cause even when individual emails could be characterized as "potentially innocuous"). It was enough to show that (1) Salah's limited liability company earned millions from the alleged scheme, (2) Salah used his email, on at least some occasions, consistent with the

[6] For example, between October 2020 and July 2021, $6.9 million in FCNP funds was deposited into the bank account of Safari Restaurant—a food distribution site. (ECF No. 188-3 ¶ 54.) $1.9 million of that $6.9 million was transferred to 3017 LLC. (*Id.* ¶ 55.) Similarly, between July 15, 2021, and November 30, 2021, $6.2 million in FCNP funds were deposited into Safari Restaurant's bank account. (*Id.* ¶ 56.) Of that $6.2 million, Salah and 3017 LLC were transferred $138,000. (*Id.* ¶ 57.) And then of $2.6 million in FCNP funds deposited into Safari Restaurant's bank account between May and October 2020, $562,000 went to 3017 LLC. (*Id.* ¶¶ 69-70.) Agent Wilmer also attested that Salah was a signatory on at least one of Safari Restaurant's bank accounts. (*Id.* ¶ 56.)

scheme (*i.e.*, sharing receipts with Feeding Our Future), and (3) Salah listed his email in connection with a real estate purchase allegedly bought with fraudulent proceeds. The affidavit establishes a fair probability that evidence of a crime would be found in his emails. *See United States v. Adjani*, 452 F.3d 1140, 1145 (9th Cir. 2006) (affirming search warrant for computer where "extensive 24-page supporting affidavit described the extortion scheme in detail" including "the need to search computers, in particular, for evidence of the extortion scheme").

2. *Residence Warrant*

Salah also challenges the warrant to search his residence. In support of that warrant, Agent Wilmer's affidavit described his experience investigating fraud, including that individuals "receiving income from fraud schemes [] often maintain within their residence records of assets and financial transactions." (ECF No. 188-1 ¶¶ 3, 4b.)

In addition, Agent Wilmer attested to examples of Salah's residence connected to the alleged fraud scheme.

- The registered office address of 3017 LLC was Salah's residence. (*Id.* ¶ 39.)
- A bank account for 3017 LLC listed Salah's residence as an address. (*Id.* ¶ 40.)
- 3017 LLC received "large" checks "from other entities involved in the fraud scheme" and those checks listed Salah's residence as the address for 3017 LLC. (*Id.* ¶ 41.)
- The company that owned Safari Restaurant listed Salah's residence as its address with the Minnesota Secretary of State. (*Id.* ¶ 42.)

- The company created to buy the Minneapolis commercial building listed Salah's residence as its address. (*Id.* ¶ 43.)

A law enforcement officer's experienced opinion can provide the basis for a probable cause finding. *Keele*, 589 F.3d at 943–44. Based on his experience, Agent Wilmer concluded that there was a fair probability that evidence of financial fraud could be found at Salah's residence. Salah's home address was connected to three entities (3017 LLC, Cosmopolitan Business Solutions, and Cosmopolitan Business Properties LLC) that are alleged to have been central to the scheme.

### *B. Motion to Dismiss*

Five defendants moved to dismiss the federal programs bribery charges based on the Supreme Court's 2024 decision in *Snyder v. United States*.[7] Judge Schultz recommended denying their motions. Two defendants—Bock and Salah—object to that recommendation. They argue that *Snyder* clarified an essential element of federal programs bribery: the quid pro quo agreement must occur *before* the official act. Bock and Salah contend that the timing element is missing from the indictment and therefore their bribery counts should be dismissed.

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[7] The main motion came from Abdulkadir Nur Salah. (ECF No. 348.) Three additional defendants—Abdihakim Ali Ahmed, Abdinasir Mahamed Abshir, Salim Ahmed Said—joined that motion. (ECF Nos. 337, 338, 341). Bock also moved to dismiss the indictment based on *Snyder*. (ECF No. 327.)

To resolve this issue, the Court first summarizes how *Snyder* changed the essential elements of federal programs bribery, and then examines the indictment to see if any essential element is missing.

*1. Snyder*

"Section 666 of Title 18 makes it a crime for state and local officials to 'corruptly' solicit, accept, or agree to accept 'anything of value from any person, intending to be influenced or rewarded' for an official act." *Snyder*, 603 U.S. at 5. In *Snyder*, Portage, Indiana mayor James Snyder received a $13,000 check from a local truck company after the city had awarded the company two contracts. *Id.* at 9. A federal jury convicted him for accepting the $13,000 check in violation of Section 666(a)(1)(B). *Id.* at 9–10.

Key to *Snyder* was the difference between a bribe and a gratuity. "[B]ribes 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 5. By contrast, "[g]ratuities are typically payments made to an official after an official act as a token of appreciation." *Id.* at 6. *Snyder* held that Section 666 proscribes bribes, not gratuities. *Id.* at 10, 19–20.

In reaching that holding, *Snyder* rejected the argument that the word "rewarded" in Section 666 covered post-act gratuities.[8] *Id.* at 18–19. "By including the term 'rewarded,'

[8] It is illegal when a state or local official "corruptly solicits or demands for the benefit of any person, or accepts or agrees to accept, anything of value from any person, intending to be influenced or *rewarded* in connection with any business, transaction, or series of transactions of such organization, government, or agency involving any thing of value of $5,000 or more." 18 U.S.C. § 666(a)(1)(B) (emphasis added).

Congress made clear that the timing of the agreement is the key, not the timing of the payment." *Id.* at 19. In other words, to be a bribe under Section 666, only the agreement must occur before the official act. Whether the payment arrives before or after the act is immaterial. *United States v. Macrina*, 109 F.4th 1341, 1351 (11th Cir. 2024) ("If there were an agreement before the official act was complete to make a payment for that act, the payment received after the act could still be considered a bribe.").

The Court concludes that *Snyder* established a new essential element of federal programs bribery. This is especially true in the Eighth Circuit, which was on the losing side of the circuit split. *See United States v. Zimmermann*, 509 F.3d 920, 927 (8th Cir. 2007), *abrogated by Snyder v. United States*, 603 U.S. 1 (2024). To charge federal programs bribery post-*Snyder*, the bribe-giver and the bribe-taker must have come to their quid pro quo agreement *before* the official act. *Snyder*, 603 U.S. at 6.

2. *Sufficiency of the Indictment*

That said, the Court keeps in mind the bar an indictment must clear to survive a motion to dismiss: "An indictment is normally sufficient if its language tracks the statutory language." *Sewell*, 513 F.3d at 821. The Court cannot "insist that a particular word or phrase appear in the indictment when the element is alleged in a form which substantially states the element." *United States v. Wyatt*, 853 F.3d 454, 457 (8th Cir. 2017) (cleaned up). And "the allegations of the indictment must be taken as true." *Boyce Motor Lines v. United States*, 342 U.S. 337, 343 n.16 (1952). That said, if the indictment lacks essential elements of a charge, that "omission is not cured by the bare citation of the charging statute."[9] *United States v. Zangger*, 848 F.2d 923, 925 (8th Cir. 1988).

For three reasons the Court finds that the indictment's federal programs bribery charges survive a motion to dismiss.

First, the indictment tracks the statutory language of Section 666.[10] Subsection (a)(2) proscribes bribe-giving. It states it is a crime when an individual

> corruptly gives, offers, or agrees to give anything of value to any person, with intent to influence or reward an agent of an organization or of a State, local or Indian tribal government, or any agency thereof, in connection with any business, transaction, or series of transactions of such organization, government, or agency involving anything of value of $5,000 or more.

Salah is an alleged bribe-giver. The indictment alleges that he "corruptly gave, offered, and agreed to give" three checks to Abdikerm Eidleh, an employee of Feeding

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[9] *See also United States v. Camp*, 541 F.2d 737, 739 (8th Cir. 1976) ("The word 'forcibly' was omitted from the indictment, and we conclude that the omission requires a reversal of the conviction."); *United States v. Olson*, 262 F.3d 795, 799 (8th Cir. 2001) ("As there was no fact allegation in Count 1 that can be reasonably construed as charging the force-or-intimidation element of a § 2113(a) offense, we conclude that Count 1 failed to allege a violation of that statute.").

[10] Section 666 criminalizes both bribe giving (18 U.S.C. § 666(a)(2)) and bribe accepting (18 U.S.C. § 666(a)(1)(B)). The Court notes that the indictment does not explicitly delineate which defendants are charged under what subsection. Bock is presumably charged with violating Section 666(a)(1)(B) for allegedly accepting a bribe in exchange for Feeding Our Future's sponsorship. Salah is presumably charged with violating Section 666(a)(2) for allegedly paying a bribe to secure Feeding Our Future's sponsorship. (*See also* ECF No. 355 at 7 n.2 (Judge Schultz reaching same conclusions about which defendants were charged under § 666(a)(2) versus (a)(1)(B)).)

Our Future, "in exchange for sponsoring [Salah's] fraudulent participation" in the FCNP.[11] (ECF No. 1 ¶¶ 31, 147, 180.)

Section 666 (a)(1)(B) proscribes accepting a bribe. It is a crime when a local official:

> corruptly solicits or demands for the benefit of any person, or accepts or agrees to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such organization, government, or agency involving any thing of value of $5,000 or more.

Bock is an alleged bribe-taker. As an employee of Feeding Our Future, she is alleged to have "solicited and accepted bribes and kickbacks from individuals who opened [FCNP] sites under the sponsorship of Feeding Our Future."[12] (*Id.* ¶ 149a.) On August 13, 2021, the indictment alleges that Salah, acting through Cosmopolitan Business Solutions, sent Bock a check for $310,000 to buy a food distribution site in Burnsville,

[11] The first check was for $5,000 in November 2020, the second for $7,000 in January 2021, and the third for $7,000 also in January 2021. (ECF No. 1 ¶ 180.) Of the three food distribution sites Salah was connected to, one opened in April 2020, another sometime in the fall of 2020, and the third in "late 2021." (*Id.* ¶¶ 35, 49, 65–66.)

[12] The Court notes that the indictment and the Government's briefing often couples the word "kickbacks" with "bribes." (*See, e.g.*, ECF No. 1 ¶ 148 ("The object and purpose of the conspiracy was for individuals and entities participating in the fraudulent scheme to obtain [FCNP] funds to pay bribes and kickbacks to Feeding Our Future employes . . . . ").) Section 666 does not contain the word "kickback." In fact, a separate statute penalizes and defines kickbacks—the Anti-Kickback Act, 41 U.S.C. §§ 52 *et seq.*—which defendants are not charged under. To the extent that the Government is using the term "kickback" in a colloquial sense, it is more precise under Section 666 to use the word "bribe."

Minnesota. (*Id.* ¶¶ 140–41, 180.) That $310,000 check is alleged to be a bribe. (*See id.* ¶¶ 148, 178.)

At trial, the Government will need to prove beyond a reasonable doubt that defendants formed a quid pro quo agreement *before* obtaining Feeding Our Future's sponsorship. But *Snyder* did not change the statutory language of Section 666. The indictment, almost word for word, follows the text of Section 666(a)(2) and (a)(1)(B). (*See* ECF No. 1 ¶¶ 147, 180.) Because the indictment tracks the statutory language, the indictment survives a motion to dismiss.

Second, the allegations support a reasonable construction that the quid pro quo agreements took place before the official act. "An indictment will ordinarily be held sufficient unless it is so defective that it cannot be said, by *any* reasonable construction, to charge the offense for which the defendant was convicted." *United States v. Fleming*, 8 F.3d 1264, 1265 (8th Cir. 1993) (emphasis added).

To become a food distribution site, defendants relied on Feeding Our Future's sponsorship. (*See* ECF No. 1 at ¶ 10.) "As a sponsor, Feeding Our Future was responsible for submitting site applications to MDE for approval." (*Id.*) "[I]n exchange for Feeding Our Future's sponsorship," defendants allegedly paid Feeding Our Future employees various bribes. (*Id.* ¶ 148.) Between July 2020 and August 2021, the indictment alleges defendants paid almost $800,000 in bribes to Feeding Our Future employees. (*Id.* ¶ 180.) Bribes ranged from $1,500 to $310,00. (*Id.*) Given Feeding Our Future's gatekeeping role between the food distribution sites and federal funding, it is a reasonable construction of the indictment that defendants entered in an agreement before the official act (Feeding Our Future's sponsorship or approval of applications or invoices), and then paid the alleged bribes after the act.

Defendants suggest their own reasonable construction of the indictment. They contend that the indictment more naturally suggests a "non-criminal gratuity," not a bribe. (*See* ECF No. 367 at 3; ECF No. 368 at 5.) That may be a fair construction, and an argument to the jury. But the indictment is not "so defective that it cannot be said, by any reasonable construction, to charge the offense for which the defendant was convicted." *Fleming*, 8 F.3d at 1265.

Third, the only other district court so far to consider a similar *Snyder* argument denied the defendant's motion to dismiss. *United States v. Starks*, No. 1:24-CR-00126 (JLR), 2024 WL 4528169, at *4 (S.D.N.Y. Oct. 18, 2024). Charles Starks, a superintendent at a public housing facility, was charged with violating 18 U.S.C. Section 666(a)(1)(B). The indictment alleged that Starks "solicited and accepted" around "$18,500 in bribes in exchange for arranging for certain contractors to receive no-bid contracts from [the public housing authority] worth a total of at least approximately $130,245." *Id.* at *4. Starks moved to dismiss the indictment. He argued that in his case, "as in *Snyder*, the Government is in effect asserting a gratuities theory, premised on [him] 'awarding a no-bid contract to a contractor and *then* asking that contractor for a gift.'" *Id.* at *3 (citation omitted).

The court found that the indictment "easily" met the "low threshold" for sufficiency. *Id.* First, the indictment "explicitly characterize[d] the payments exchanged as 'bribes,' not gratuities." *Id.* Given that allegations in an indictment are taken as true, that characterization was sufficient. *Id.* Second, the indictment used the phrase "in exchange for." The court found that language "entirely consistent with a quid pro quo agreement, which implies a bribe and not a gratuity." *Id.* at *3 (citation omitted).

Although *Starks* is not binding, the Court agrees with its reasoning. Here, the Government's theory of the case is based on defendants offering and accepting illegal bribes, not gratuities. "[I]n arguing otherwise," Bock and Salah "seek[] to introduce an ambiguity on the face of the Indictment where none exists." *Id.*

The Court concludes that, even post-*Snyder*, the indictment survives a motion to dismiss.

### *C. Franks Hearing*

To obtain a *Franks* hearing, "a defendant must make 'a substantial preliminary showing' that an affidavit contains an intentional or reckless false statement or omission necessary to the probable cause finding." *United States v. Bradley*, 924 F.3d 476, 481 (8th Cir. 2019) (citation omitted). Salah's attack on the warrant applications "must be more than conclusory"; he must allege a "deliberate falsehood or [] reckless disregard for the truth, and those allegations must be accompanied by an offer of proof." *United States v. Williams*, 669 F.3d 903, 905 (8th Cir. 2012) (citing, among others, *Franks*, 438 U.S. at 171).

Salah argued that he was entitled to a *Franks* hearing based on three sets of "omissions and misstatements": (1) certain COVID-19 pandemic FCNP waivers not cited by the affidavit; (2) omitted bank records; and (3) video surveillance not referenced in the affidavit. (ECF No. 188.)

*1. Pandemic Waivers*

Because of the COVID-19 pandemic, the Department of Agriculture relaxed certain pre-pandemic requirements related to the FCNP. (*See* ECF No. 1 ¶ 9.) Salah argued that the search warrant affidavits referenced only waivers that supported the Government's case and omitted waivers "that cut against the thrust of the government's narrative."[13] (ECF No. 188 at 5.) These omissions, he contends, entitled him to a *Franks* hearing.

Judge Schultz rejected that argument, and the Court agrees. Even if other "somewhat relevant" waivers were not cited in the affidavit, and even if abiding by those waivers might have made the number of children served "slightly more plausible," Salah did not make a substantial preliminary showing that the omissions were made with a reckless disregard for the truth. (ECF No. 353 at 22.) And had those waivers been included

[13] He cites waivers that (1) loosened the requirements for where food could be distributed from, (2) loosened eligibility verification, (3) allowed adults to pick up meals on behalf of children, and (4) allowed multiple meals to be packaged together.

in the affidavit, there still would have been probable cause to issue the warrant. "A law enforcement official is not required to include everything he knows about a subject in his affidavit, whether it is material to a finding of probable cause or not." *Tech. Ordnance, Inc. v. United States*, 244 F.3d 641, 649 (8th Cir. 2001). And even if the affidavit had cited every single pandemic waiver, the affidavit would still have been enough to establish probable cause.[14] *See Cronin v. Peterson*, 982 F.3d 1187, 1196 (8th Cir. 2020) ("The inclusion of Cronin's additional details would not have negated the existence of probable cause.").

*2. Bank Records*

Salah argued that Agent Wilmer's affidavit misrepresented Safari Restaurant's bank records. Had Agent Wilmer included certain missing financial information, the bank records would have told "a different story." (ECF No. 188 at 19.)

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[14] In *United States v. Dingle*, the defendant made a similar argument. No. 19-00215-01-CR-W-RK, 2021 WL 1015854, at *3 (W.D. Mo. Jan. 22, 2021), *report & recommendation adopted*, 2021 WL 982327 (W.D. Mo. Mar. 16, 2021). Patrick Dingle was accused "of using the status of others to compete for federal contracts reserved for disadvantaged groups." *Id.* at *1. He argued that the affidavits failed to cite the relevant governing regulations and statutes. *Id.* at *3. Given that the regulatory framework was "complicated," he contended that the magistrate judge who issued the search warrant needed to understand "the complex interplay between the relevant statutes and regulations." *Id.* The court rejected that argument:

> This is not a regulatory case. Citation to the Code of Federal Regulations thus was not necessary to the probable cause findings. Even so, the affidavits set forth the substance of the relevant regulations, including provisions on control, compensation and impermissible affiliation between two businesses. The Court, therefore, finds that Special Agent Tauai did not omit such regulations in reckless disregard for the truth.

*Id.* (citations omitted).

Judge Schultz rejected that argument, and the Court agrees. Even if the omitted bank records demonstrated that Safari Restaurant was engaged in other legitimate business practices, there was no valid basis to infer a reckless disregard for the truth. (ECF No. 353 at 25.) And had those records been included, there was still sufficient information to establish probable cause. "A mere allegation standing alone, without an offer of proof in the form of a sworn affidavit of a witness or some other reliable corroboration, is insufficient to make the difficult preliminary showing" to receive a *Franks* hearing. *United States v. Mathison*, 157 F.3d 541, 548 (8th Cir. 1998).

3. *Video Footage*

Law enforcement installed a surveillance camera outside the Safari Restaurant.[15] (ECF No. 188 at 24.) Salah argued that the video footage from the camera showed that Safari Restaurant was receiving and distributing "large amounts of food." (*Id.*) He contended that the affidavit's failure to mention the video at all was an omission that requires a *Franks* hearing.

Judge Schultz rejected that argument, and the Court agrees. On the one hand, the footage depicted instances of food delivery and distribution. On the other hand, there was no depiction of thousands of children a day being served meals. That the footage

[15] Salah included twelve screenshots of the video surveillance in his original motion for a *Franks* hearing. (ECF No. 188 at 26–34.) Although the video itself is not before the Court, the Government does not dispute its validity and addresses the substance of the screenshots in its consolidated response. (ECF No. 257 at 39–40.)

might support either side defeats any argument that its omission was deliberate or reckless. *See United States v. Melendez*, 527 F. Supp. 3d 89, 93 (D. Mass. 2021) (denying *Franks* hearing where video's depiction of events was open to two interpretations), *aff'd sub nom. United States v. Rodriguez*, 115 F.4th 24 (1st Cir. 2024).

To be sure, the other waivers, other bank records, and video surveillance may tell "a different story." (ECF No. 188 at 19.) But Salah provides no evidence that those omissions were made intentionally or recklessly. An affidavit in support of a search warrant need not include a factual narrative told in a light most favorable to the defendant. "When no proof is offered that an affiant deliberately lied or recklessly disregarded the truth, a *Franks* hearing is not required." *United States v. Moore*, 129 F.3d 989, 992 (8th Cir. 1997).

## III. Abdihakim Ali Ahmed

The indictment alleges that Abdihakim Ali Ahmed opened a food site in St. Paul that claimed to serve 1.6 million meals between September 2020 and September 2021. (ECF No. 1 ¶ 40.) That site was opened under the management of ASA Limited. (*Id.*) Ahmed is charged with conspiracy to commit wire fraud (Count 1), wire fraud (Counts 2, 5, and 12), conspiracy to commit federal programs bribery (Count 15), federal programs bribery (Counts 21 and 26), conspiracy to commit money laundering (Count 41), and money laundering (Count 50 and 58). Judge Schultz recommended denying Ahmed's motion to suppress. (ECF No. 354 at 40.) He also denied Ahmed's request for a *Franks* hearing. (ECF No. 353 at 48.) The Court reviews motions to suppress *de novo*. 28 U.S.C. § 636(b)(1)(C); Fed. R. Crim. P. 59(b)(1), (3). A denial of a request for a *Franks* hearing is reviewed for clear error. Fed. R. Crim. P. 59; *Lewis*, 386 F. Supp. 3d at 979.

### A. *Motion to Suppress*

Ahmed moved to suppress evidence gathered from a search of his email account. The Court looks to the four corners of the supporting affidavit to determine whether there was probable cause. *Solomon*, 432 F.3d at 827.

#### 1. *Email Warrant*

Agent Wilmer's affidavit referenced several 2021 emails sent by Ahmed that demonstrate involvement with the alleged fraud scheme.

- February 8 – Ahmed emailed a different sponsoring agency—Partners in Quality Care—when his application with Feeding Our Future had yet to be approved after two months. (ECF No. 188-3 ¶ 145.)

- August 9 – Ahmed emailed Bock and asked for a catering contract. (*Id.* ¶ 147.)

- September 2 – Ahmed emailed Bock an invoice from Safari Restaurant claiming to have served 2,000 children a day in August; the attached invoice sought $440,820 in reimbursement. (*Id.* ¶ 148.)

- October 8 – Ahmed emailed Bock meal count sheets showing that ASA Limited served meals to 2,000 children a day in September. (*Id.* ¶ 150.)

- October 12 – Ahmed emailed Bock an invoice seeking $236,000 in reimbursement. (*Id.* ¶ 151.)

- November 4 – Via email, Ahmed sought $316,000 in reimbursement for meals served in October. (*Id.* ¶ 152.)

In addition, Agent Wilmer attested that the invoices Ahmed emailed listed identical quantities of meals served each day. For example, one invoice claimed that exactly 2,000 children per day were served in August 2021 at two sites. (*Id.* ¶¶ 148–49.) Another claimed that 1,990 children per day were served in September 2021. (*Id.* ¶ 151.)

Given Ahmed's central role in the alleged fraud scheme, there was "a fair probability that evidence of a crime" would be found in his email account. *James*, 3 F.4th at 1104–05. On the same day that Ahmed created ASA Limited, he applied to enroll in the FCNP under Feeding Our Future's sponsorship. (ECF No. 188-3 ¶ 36.) In its first month, the food site operated by ASA Limited claimed $700,00 in FCNP reimbursement. (*Id.* at 37) Agent Wilmer attested that hundreds of thousands of dollars of FCNP funding was fraudulently transferred from Safari Restaurant's bank account to ASA Limited. (*Id.* ¶¶ 57, 62). Ahmed and ASA Limited partook in the purchase of the Minneapolis commercial building that was allegedly bought with proceeds from the scheme. (*Id.* ¶ 90.) And Ahmed is alleged to have purchased a new car with funds that originated from the scheme. (*Id.* ¶ 97.)

Ahmed argues the affidavit did not establish probable cause because (1) it does not indicate how much ASA Limited spent on food, (2) the $40,000 car purchase is "not outlandish" compared to some of the other defendants, and (3) given the population density around the food site, serving 2,000 a day was feasible. Those arguments may be appropriate for trial, but they are not relevant for establishing probable cause. The affidavit only needs to show that there is a "fair probability that evidence of a crime will be found in the place to be searched." *James*, 3 F.4th at 1104–05. It was enough here to show that (1) Ahmed and his affiliated entity ASA Limited benefited greatly (over $1 million) from the alleged scheme and (2) Ahmed used his email, on at least some occasions, consistent with the scheme (*i.e.*, sharing receipts and meal counts with Feeding Our Future). Read "with common sense," *Walden*, 156 F.3d at 870, there was probable cause to search Ahmed's email account. *See Adjani*, 452 F.3d at 1145; *Diallo*, 2023 WL 3815695, at *3–4.

2. *Overbreadth and Lack of Particularity*

In his objection, Ahmed also argues that the email search warrant was overbroad and lacked particularity. The warrant first required Google to disclose:

> The contents of all e-mails associated with the account, including stored or preserved copies of e-mails sent to and from the account, draft e-mails, the source and destination addresses with each e-mail, the date and time at which each e-mail was sent, and the size and length of each e-mail.

(ECF No. 188-3 at 65.)

Next, the warrant enumerated thirteen specific categories of information to be seized, such as "All emails which evidence the planning and execution of the scheme to defraud," "Any records related to the use or distribution of federal funds received from the United States Department of Agriculture or the Minnesota Department of Education," and "Any records related to payments from sites under sponsorship of Feeding Our Future." (*Id.* at 68.)

Ahmed relies on *United States v. Moulder* to contend that the initial seizure of the contents of his email account failed to satisfy the Fourth Amendment's particularity and breadth requirements. No. 20-CR-232(7) (JRT/BRT), 2022 WL 3644893, at *4 (D. Minn. Aug. 24, 2022). *Moulder* is of course not binding on this Court; in addition, the Court disagrees with *Moulder*'s reasoning and thus finds it inapplicable to this search warrant.

*Moulder* interpreted Federal Rule of Criminal Procedure 41(e)(2)(b):

> **Warrant Seeking Electronically Stored Information.** A warrant under Rule 41(e)(2)(A) may authorize the seizure of electronic storage media or the seizure or copying of electronically stored information. Unless otherwise specified, the warrant authorizes a later review of the media or information consistent with the warrant. The time for executing the warrant in Rule 41(e)(2)(A) and (f)(1)(A) refers to the seizure or on-site copying of the media or information, and not to any later off-site copying or review.

Fed. R. Crim. P. 41.

In other words, Rule 41(e)(2)(b) "explicitly permits the seizure or copying of electronically stored information for later off-site review." *United States v. Schesso*, 730 F.3d 1040, 1046 n.3 (9th Cir. 2013). Because electronic devices "commonly contain such large amounts of information that it is often impractical for law enforcement to review all of the information during execution of the warrant at the search location," Rule 41(e)(2)(b) "acknowledges the need for a two-step process: officers may seize or copy the entire storage medium and review it later to determine what electronically stored information falls within the scope of the warrant." Fed. R. Crim. P. 41, advisory committee's note to 2009 amendments. That makes sense. If law enforcement obtains a valid warrant to search an individual's home computer for evidence of financial fraud, an agent need not sit in that individual's home office for days to conduct the search.

*Moulder*, however, held that the initial seizure of the electronic information must meet the Fourth Amendment's requirements for search warrants (*i.e.*, sufficiently particular and not overbroad). 2022 WL 3644893, at *4. The Court disagrees with *Moulder*'s analysis for three reasons.

First, *Moulder* assumed that the "first step" of Rule 41(e)(2)(b)—the "seizure or copying of electronically stored information"—was a standalone search that required its own particularity and overbreadth analysis. But seizures and searches are distinct concepts. *United States v. Clutter*, 674 F.3d 980, 984 (8th Cir. 2012). And the particularity and breadth inquiries apply only to search warrants.[16] *In re Grand Jury Subpoenas Dated Dec. 10, 1987*, 926 F.2d 847, 856–57 (9th Cir. 1991) ("Particularity is the requirement that the warrant must clearly state what is sought. Breadth deals with the requirement that the scope of the warrant be limited by the probable cause on which the warrant is based.") (citation omitted).

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[16] In other seizure contexts—for example, when a police officer conducts a traffic stop—it would be unnatural to argue that the stop—i.e., the seizure—was overbroad and lacked particularity. Similarly, if the officer searched the car subject to one of the Fourth Amendment's exceptions to the warrant requirement—e.g., the automobile exception—it would also be unnatural to argue that the search was overbroad and lacked particularity.

Second, *Moulder* ignored that Rule 41(e)(2)(b) already incorporates the safeguards of a search warrant. Once the electronic information is seized, Rule 41(e)(2)(b) authorizes "later review" of the information so long as that review is "consistent with the warrant." In other words, just because Google discloses the entire contents of an email account does not mean that law enforcement can search for anything in that disclosure. The search is constrained by the preexisting warrant, which, of course, must satisfy particularity and breadth requirements.

Third, the Courts of Appeal consistently understand Rule 41(e)(2)(b) to be a provision that authorizes off-site storage and later review of electronic information,[17] not,

[17] *See, e.g.*, *United States v. Schesso*, 730 F.3d 1040, 1046 (9th Cir. 2013) ("[T]he detailed explanation of the need for off-site analysis and recovery [] justif[ied] the seizure and subsequent off-premises search of Schesso's entire computer system and associated digital storage devices."); *id.* at 1046 n.3 ("This process is not out of the ordinary. Federal Rule of Criminal Procedure 41(e)(2)(B) explicitly permits the seizure or copying of electronically stored information for later off-site review."); *United States v. Ganias*, 824 F.3d 199, 201 n.4 (2d Cir. 2016) (approving search warrant where it was "necessary for the agents to take entire hard drives off-site for subsequent search rather than search the hard drives on-site"); *United States v. Aboshady*, 951 F.3d 1, 5 (1st Cir. 2020) (approving search warrant that first sought "all data" associated with an email account, then authorized law enforcement to apply "search terms to filter out potentially privileged communications" under Rule 41(e)(2)(B)); *United States v. Zelaya-Veliz*, 94 F.4th 321, 338 (4th Cir. 2024) ("The validity of this two-step process is acknowledged by Federal Rule of Criminal Procedure 41(e)(2)(B) and its commentary, which permit officers, in searching electronically stored information pursuant to a warrant, to 'seize or copy the entire storage medium and review it later to determine what electronically stored information falls within the scope of the warrant.'"), *cert. denied*, No. 24-5092, 2024 WL 4805917 (U.S. Nov. 18, 2024).

as *Moulder* conceived it, a provision that mandates a threshold particularity and overbreadth inquiry for the initial seizure.

"The particularity requirement is 'one of practical accuracy rather than of hypertechnicality.'" *United States v. Shrum*, 59 F.4th 968, 973 (8th Cir. 2023) (citation omitted). Here, the email search warrant delineated thirteen specific categories of information to be searched. Those categories were linked directly to the alleged scheme. For example: "Any records related to the use or distribution of federal funds received from the United States Department of Agriculture or the Minnesota Department of Education." (ECF No. 188-3 at 65.) The warrant was sufficiently particular and not overbroad.

### *B. Franks Hearing*

Ahmed moved for a *Franks* hearing. (ECF No. 193.) That motion, however, was silent on whether the requirements for a *Franks* hearing (*i.e.*, a deliberate falsehood that was vital to the determination of probable cause) were satisfied. Judge Schultz therefore denied the motion, finding that Ahmed "failed to identify specific falsehoods or omissions, let alone provide supporting affidavits or other reliable statements to substantiate his allegations." (ECF No. 353 at 32.) The Court agrees with this conclusion, and Ahmed has presented nothing to add to the analysis.

## IV. Ahmed Abdullahi Ghedi

Ghedi is alleged to have been a one-third partner of ASA Limited, which operated a food site in St. Paul. (ECF No. 1 ¶¶ 13, 40.) He is charged with conspiracy to commit wire fraud (Count 1), wire fraud (Counts 2, 5, and 12), federal programs bribery (Count 23), conspiracy to commit money laundering (Count 41), and money laundering (Counts 43, 46, 53, 56). Judge Schultz recommended denying Ghedi's motion to suppress and motion to dismiss. (ECF No. 354 at 41–42; ECF No. 355 at 17–20.) Both are reviewed *de novo*. 28 U.S.C. § 636(b)(1)(C); Fed. R. Crim. P. 59(b)(1), (3).

### A. *Motion to Suppress*

#### 1. *Email*

The affidavit cited several emails sent by Ghedi that demonstrate involvement with the alleged fraud scheme. For example:

- November 2, 2020 – Ghedi received an email with the subject line "Checks." (ECF No. 258-2 ¶ 72.) Attached to the email were copies of checks from ASA Limited to Ghedi. (*Id.*)

- December 2, 2020 – Ghedi received a forwarded email from Bridgewater Bank notifying Ghedi that he could not be added as a signatory on the ASA Limited bank account because "he had a closure on file from another institution." (*Id.* ¶ 73.)

- December 14, 2020 – Ghedi received an email with an attachment that included incorporation documents from the Minnesota Secretary of State related to ASA Limited. (*Id.* ¶ 74.)

- February 19, 2021 – Ghedi received an email with a PDF document that contained paystubs from ASA Limited. (*Id.* ¶ 76.)

- July 1, 2021 – Ghedi received an email with the subject line "FWD: Your First American title report is ready for 2722 and 2742 Park Avenue South." (*Id.* ¶ 77.) This referred to the Minneapolis commercial property purchased by other defendants allegedly using FCNP funds. (*Id.*)

- January 29, 2022 – Ghedi emailed Abdulkadir Nur Salah bank statements for Cosmopolitan Business Solutions, an entity that ran Safari Restaurant and which allegedly received millions of dollars in FCNP funds. (*Id.* ¶ 78.)

Ghedi argues that his ownership interest in ASA Limited, by itself, is not enough to establish probable cause. But the affidavit includes much more than just his ownership interest. Ghedi's email received checks, bank statements, incorporation documents, and paystubs related to ASA Limited. And ASA limited is alleged to be central to the fraud scheme (*Id.* ¶¶ 35–44.) The types of financial documents sent to Ghedi's email account strike at the heart of the allegations of wire fraud and money laundering. Thus, viewing the affidavit as a whole, it establishes "a fair probability that evidence of a crime will be found in the place to be searched." *James*, 3 F.4th at 1104–05.

*2.* 2722 Park Avenue

2722 Park Avenue is a commercial building in Minneapolis. (ECF No. 188-1 ¶ 126.) It was allegedly purchased by three defendants using $2.8 million in misappropriated FCNP funds. (*Id.*) In January 2022, United States Magistrate Judge Tony N. Leung signed a search warrant for the building. Though Ghedi was not one of defendants alleged to have purchased the building, Attachment B to the search warrant authorized law enforcement to seize "[a]ll personal financial documents, records and information" of twelve individuals—including Ghedi—found in any of the physical locations to be searched. (*Id.* at 65.) Ghedi moved to suppress evidence seized from 2722 Park Avenue even though it was "unclear whether the government seized any records belonging to [him] during the search." (ECF No. 205 at 1.) Judge Schultz recommended denying that motion based on Ghedi's lack of standing. Ghedi now objects and argues that his "ownership interest in the building" establishes standing. (ECF No. 364 at 4.)

Suppression of evidence that results from a Fourth Amendment violation "can be successfully urged only by those whose rights were violated by the search itself, not by those who are aggrieved solely by the introduction of damaging evidence." *Alderman v. United States*, 394 U.S. 165, 171–72 (1969). In other words, Ghedi must first establish that he has standing to challenge the gathered evidence; to do so he carries the burden to prove a reasonable expectation of privacy in 2722 Park Avenue. *United States v. Gomez*, 16 F.3d 254, 256 (8th Cir. 1994). To meet that burden, he must identify specific evidence to establish standing. *United States v. Maxwell*, 778 F.3d 719, 732 (8th Cir. 2015).

The Ninth Circuit's decision in *United States v. Galecki*, 89 F.4th 713 (9th Cir. 2023), provides helpful guidance. There, law enforcement searched a commercial warehouse connected to defendants' business. *Id.* at 720. To analyze "whether a particular individual has a reasonable expectation of privacy in a specific company space," *Galecki* considered several factors that can be posed as the following questions. *Id.* at 724. First, was the individual a small business owner that had "complete 'day-to-day' personal control over" the commercial space? *Id.* Second, did the individual have exclusive use of the space? *Id.* at 724-25. Third, did the individual have a personal connection to the place searched, like personal property or control of the items seized? *Id.* at 725.

The Court assumes as true that Ghedi had an ownership interest in 2722 Park Avenue. "An expectation of privacy in commercial premises, however, is different from, and indeed less than, a similar expectation in an individual's home." *New York v. Burger*, 482 U.S. 691, 700 (1987). Being a part owner of the building, by itself, does not create a reasonable expectation of privacy in the building. Ghedi points to no evidence that he worked from 2772 Park Avenue, that he has ever been to the building, that he stored personal property at the building, or anything else to show that he "manifested a subjective expectation of privacy in the [building] that society is willing to recognize as reasonable." *Galecki*, 89 F.4th at 724; *see also United States v. Lewis*, 864 F.3d 937, 943 (8th Cir. 2017) (concluding that tattoo artist did not have reasonable expectation of privacy in workspace within tattoo parlor). Without standing, Ghedi cannot challenge the search of 2772 Park Avenue. And even assuming that Ghedi did have standing, the affidavit established probable cause to search the building: Agent Wilmer attested that Ghedi fraudulently received $859,000 through ASA Limited, $694,000 through another shell company, and contributed $560,000 to the purchase of the commercial building. (ECF No. 188-1 ¶¶ 93–94, 129.) Those attestations, plus the affidavit's overall description of the alleged fraud scheme, establish a fair probability that evidence of a crime could be found in 2772 Park Avenue.

### *B. Motion to Dismiss*

Ghedi moved to dismiss the conspiracy count, the three wire fraud counts, the conspiracy to commit money laundering count, and the three money laundering counts.

#### *1. Wire Fraud and Conspiracy*

As to wire fraud: To prove this count, the Government must show that (1) Ghedi "joined a scheme to defraud," (2) he "intended to defraud," (3) "it was reasonably foreseeable that interstate wire communications would be used," and (4) "the wires were, in fact, used." *Louper-Morris*, 672 F.3d at 556. The indictment alleges that Ghedi "knowingly" participated in a "scheme and artifice to defraud" (ECF No. 1 ¶ 144.) It also alleges that "for the purpose of executing the scheme" Ghedi knowingly transmitted various wire communications in interstate commerce. (*Id.* ¶ 145.) Although it is not alleged that Ghedi himself sent the emails that support the wire fraud counts, a fair reading of the indictment includes that it was reasonably foreseeable that emails between Feeding Our Future and MDE would be sent on ASA Limited's behalf. *United States v. Wrehe*, 628 F.2d 1079, 1085 (8th Cir. 1980) ("We also recognize that a defendant will be deemed to have 'caused' the use of the mails or of the interstate wires if the use was the reasonably foreseeable result of his actions.")

As to conspiracy: To prove this count, the Government must show "(1) that there was a conspiracy, an agreement to commit wire fraud, (2) that [Ghedi] knew of the agreement, and (3) that he intentionally joined in the conspiracy." *Johnson*, 450 F.3d at 374.

The indictment alleged that Ghedi "conspired with" his co-defendants "to devise a scheme" "to obtain money by materially false and fraudulent pretenses." (ECF No. 1 ¶ 21.) Ghedi opened a food site that claimed to serve 2,000 to 3,000 meals a day from a small strip mall location in St. Paul, just three weeks after opening. (*Id.* ¶¶ 40, 75.) In at least two instances, the indictment alleges that a co-defendant transferred millions of dollars of fraudulent funds to Ghedi and other co-defendants through "entities set up and used to disguise the source and use of the proceeds." (*Id.* ¶¶ 53, 59.) Taken together, the indictment sufficiently alleges that Ghedi knew of the agreement and intentionally participated in the conspiracy. Read in conjunction with the overall alleged fraud scheme, the wire fraud counts survive a motion to dismiss.[18]

2. *Money Laundering and Conspiracy*

As to money laundering: This count requires a showing "(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." *Johnson*, 450 F.3d at 375.

[18] "A slightly greater level of detail is required" for a wire fraud indictment. *Hansmeier*, 988 F.3d 436. Under this higher standard, the Court finds that the indictment includes sufficient allegations to survive a motion to dismiss.

The indictment alleges that Ghedi bought or leased a Cadillac Escalade, Dodge Charger, Dodge Ram, and Mercedes in whole or in part with proceeds from the alleged fraud scheme. (ECF No. 1 ¶ 199.) Those purchases total over $200,000. (*Id.*) The indictment also alleges that he "knowingly engaged" in "monetary transactions" involving "criminally derived property." (*Id.*) Together with the overall structure of the alleged fraud scheme, and the millions of dollars of FCNP funds that flowed to entities affiliated with Ghedi, the indictment survives a motion to dismiss.

As to conspiracy: This count requires the Government to prove (1) an agreement to launder money, (2) Ghedi's voluntary joinder of the agreement, and (3) Gehdi's knowing joinder of the agreement. *United States v. Jarrett*, 684 F.3d 800, 802 (8th Cir. 2012).

The indictment alleges that Ghedi "conspired with" others to conduct financial transactions "knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity." (ECF No. 1 ¶ 182.) Ghedi is alleged to have created ASA Limited "as a shell company to obtain and launder fraud proceeds." (*Id.* ¶184e.) He is also alleged to have created a second shell company (AG Limited LLC) through which he laundered millions of dollars. (*Id.* ¶ 190.) Those allegations survive a motion to dismiss the indictment.

Moreover, all of the counts challenged by Ghedi track the statutory language, providing an additional reason to find the indictment sufficient. *Sewell*, 513 F.3d at 821.

**CONCLUSION**

Based on the foregoing and on all the files, records, and proceedings herein, IT IS HEREBY ORDERED THAT:

1. Defendants' Objections to the Reports and Recommendations of United States Magistrate Judge David T. Schultz (ECF Nos. 364, 365, 366, 367, 368, and 369) are OVERRULED;

2. The Report and Recommendations of United States Magistrate Judge David T. Schultz (ECF Nos. 354 and 355) are ACCEPTED;

3. Defendants' Appeals of the Order of United States Magistrate Judge David T. Schultz denying Defendants' Motions for a *Franks* Hearing (ECF Nos. 366 and 369) are DENIED; and

4. The Order of United States Magistrate Judge David T. Schultz denying Defendants' Motions for a *Franks* Hearing (ECF Nos. 353) is AFFIRMED;

Dated: January 2, 2025

BY THE COURT:

s/Nancy E. Brasel
Nancy E. Brasel
United States District Judge

**IN THE**
**UNITED STATES COURT OF APPEALS**
**FOR THE EIGHTH CIRCUIT**

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| United States of America,<br><br>Appellee,<br><br>vs.<br><br>Aimee Marie Bock,<br><br>Appellant. | Appeal No. 26-2234<br><br>**CERTIFICATE OF SERVICE OF ADDENDUM** |

I hereby certify that on August 21, 2026, I electronically filed the Addendum of Appellant with the Clerk of the Court for the United States Court of Appeals for the Eighth Circuit by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

**KENNETH UBONG UDOIBOK, P.A.**

Date: August 21, 2026

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