

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR 25-440 ECT/SGE
INDICTMENT

UNITED STATES OF AMERICA,

Plaintiff,

v.

18 U.S.C. § 1343

18 U.S.C. § 666

18 U.S.C. § 1957

OUSMAN CAMARA,

Defendant.

THE UNITED STATES GRAND JURY CHARGES THAT:

1. Defendant OUSMAN CAMARA participated in a scheme to defraud the federal child nutrition program by exploiting changes in the program intended to ensure that underserved children received adequate nutrition during the Covid-19 pandemic. CAMARA enrolled his company—K's Dollar Grocery and Deli—in the federal child nutrition program under the sponsorship of Feeding Our Future. CAMARA fraudulently claimed to be serving meals to 1,000 children a day, seven days a week, at his site. But, in reality, CAMARA served few, if any, children. CAMARA claimed to be entitled to more than \$1 million in federal child nutrition program funds. He used the proceeds of his scheme to purchase a building in north Minneapolis and to send more than \$100,000 abroad. He also paid approximately \$87,000 in kickbacks to a Feeding Our Future employee in exchange for his sponsorship and submission of CAMARA's fraudulent claims.

2. At times relevant to the indictment:



A. Background on the Federal Child Nutrition Program

a. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers various federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

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

c. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, day care homes, and after-school programs.

d. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

e. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

f. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by a sponsoring organization that is authorized to participate in the

Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

g. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA then provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and dispersing the federal funds.

h. Historically, the Federal Child Nutrition Program has generally functioned by providing meals to children involved in educational-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, the USDA allowed for-profit restaurants to participate in the program. The USDA 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 made it difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

i. Feeding Our Future was a non-profit organization purportedly in the business of helping community partners participate in the Federal Child

Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

j. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

k. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

l. Bock oversaw a massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites despite knowing that the sites were submitting fraudulent claims.

m. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites fraudulent participation in the program.

C. The Defendant and His Role

n. Defendant OUSMAN CAMARA was the owner of K's Dollar Grocery and Deli, a small storefront grocery store in north Minneapolis (hereinafter, "K's Grocery").

o. In or about August 2015, the USDA disqualified Camara and his store, K's Grocery, from participation in the Supplemental Nutrition Assistance Program ("SNAP") due to suspected fraud.

p. In or about September 2020, CAMARA enrolled K's Grocery in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

Counts 1-3
(Wire Fraud)

3. From in or about September 2020 through in or about 2022, the defendant,

OUSMAN CAMARA,

and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

4. More specifically, CAMARA participated in and carried out a scheme to defraud the Federal Child Nutrition Program by fraudulently claiming to have served free meals to hundreds of thousands of children. Based on these fraudulent claims, CAMARA claimed to be entitled to more than \$1 million in Federal Child Nutrition Program funds, which he used to fund his lifestyle, pay his credit card bills, and

purchase a commercial building in north Minneapolis. CAMARA also sent more than \$100,000 in Federal Child Nutrition Program funds abroad.

5. It was part of the scheme that CAMARA applied to enroll K's Grocery in the federal child nutrition program site under the sponsorship of Feeding Our Future.

6. CAMARA falsely claimed to serve breakfast and lunch to 1,000 children a day, seven days a week at K's Grocery. CAMARA submitted fraudulent meal counts in support of these claims.

7. In April 2021, CAMARA started a non-profit organization called K's Foundation. CAMARA immediately enrolled the organization in the Federal Child Nutrition Program and began falsely claiming his new non-profit was serving meals to children.

8. CAMARA paid kickbacks to a Feeding Our Future employee in exchange for the company's sponsorship for his company's fraudulent participation in the Federal Child Nutrition Program and its submission of his fraudulent claims to MDE.

9. CAMARA claimed to have served more than 300,000 meals to children, for which he claimed to be entitled to more than \$1 million in Federal Child Nutrition Program funds.

10. Based on these fraudulent claims, CAMARA received approximately \$1 million in Federal Child Nutrition Program funds.

11. CAMARA did not use these funds to purchase food to feed children. Instead, he used the money to fund his lifestyle, pay his credit card bills, and buy the commercial building in which K's Grocery was located. CAMARA also wired more than \$100,000 in fraud proceeds abroad.

12. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendant,

OUSMAN CAMARA,

for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Date (on or about)	Wire Details
1	February 5, 2021	An email from CAMARA to Feeding Our Future containing fraudulent meal counts that traveled in interstate commerce
2	May 6, 2021	An email from CAMARA to Feeding Our Future containing fraudulent meal counts that traveled in interstate commerce
3	December 3, 2021	An email from CAMARA to Feeding Our Future containing fraudulent meal counts that traveled in interstate commerce

All in violation of Title 18, United States Code, Section 1343.

Counts 4-6
(Federal Programs Bribery)

13. Paragraphs 1 through 12 are incorporated herein.

14. Abdikerm Eidleh was an employee of Feeding Our Future.

15. Hope Suppliers LLC was a shell company created and used by Eidleh to receive and launder kickbacks he received from individuals who fraudulently participated in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

16. Eidleh Inc. was a shell company created and used by Eidleh to receive and launder kickbacks he received from individuals who fraudulently participated in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

17. Bridge Consulting and Logistics LLC was a shell company created and used by Eidleh to receive and launder kickbacks he received from individuals who fraudulently participated in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future.

18. CAMARA paid approximately \$87,000 in kickbacks to Eidleh in exchange for Feeding Our Future's sponsorship of CAMARA's fraudulent participation in the Federal Child Nutrition Program and submission of CAMARA's fraudulent claims to MDE.

19. On or about the dates set forth below, in the State and District of Minnesota, the defendant,

OUSMAN CAMARA,

corruptly gave, offered, and agreed to give anything of value to any person with intent to influence and reward an agent of an organization, as set forth below, 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 involving grants, contracts, subsidies, loan guarantees, insurance and other forms of federal assistance in any one-year period, as follows:

Count	Date (on or about)	Payment
4	Dec. 31, 2020	A \$10,000 check from CAMARA to Hope Suppliers LLC
5	Dec. 31, 2020	A \$27,000 check from CAMARA to Bridge Consulting and Logistics LLC
6	Feb. 18, 2021	A \$13,000 check from CAMARA to Hope Suppliers LLC for "supplies"

All in violation of Title 18, United States Code, Section 666.

Counts 7-9
(Money Laundering)

20. Paragraphs 1 through 12 are incorporated herein.

21. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendant,

OUSMAN CAMARA,

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, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Date (on or about)	Transaction
7	March 29, 2021	A \$90,000 wire transfer from K's Dollar and Grocery Deli in Minnesota to Guangdong Aluminum Co. Ltd. in Hong Kong
8	August 18, 2021	A \$135,000 cashier's check for the purchase of 1021 West Broadway Avenue in Minneapolis, Minnesota
9	August 19, 2021	An \$85,000 cashier's check towards the purchase of 1021 West Broadway Avenue in Minneapolis, Minnesota

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

22. Counts 1 through 9 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

23. If convicted of any of Counts 1-6 of this Indictment, the defendant shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-6 of the Indictment.

24. If convicted of any of Counts 7-9 of this Indictment, the defendant shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. § 1957 and any property traceable to such property.

25. The property subject to forfeiture includes but is not limited to the real property and all structures located at 1021 West Broadway Avenue in Minneapolis, Minnesota.

26. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON