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UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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United States of America,	)	File No. 22-cr-124
	)	(NEB/DTS)
Plaintiff,	)	
	)	
v.	)	
	)	
Abdiaziz Shafii Farah(1),	)	Courtroom 13W
Mohamed Jama Ismail(2),	)	Minneapolis, Minnesota
Abdimajid Mohamed Nur(4),	)	Tuesday, April 30, 2024
Said Shafii Farah(5),	)	9:00 a.m.
Abdiwahab Maalim Aftin(6),	)	
Mukhtar Mohamed Shariff(7),	)	
Hayat Mohamed Nur(8),	)	
	)	
Defendants.	)	
	)	

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BEFORE THE HONORABLE NANCY E. BRASEL  
UNITED STATES DISTRICT COURT DISTRICT JUDGE

**JURY TRIAL PROCEEDINGS - VOLUME VI OF XXX**

Court Reporter: RENE E. A. ROGGE, RMR-CRR  
United States Courthouse  
300 South Fourth Street, Box 1005  
Minneapolis, Minnesota 55415

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Proceedings recorded by mechanical stenography;  
Transcript produced by computer.

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**IN OPEN COURT**

**(JURY PRESENT)**

THE COURT: Good morning, everyone. You may be seated.

Ms. Honer, you are still under oath.

EMILY HONER,

called on behalf of the government, was previously duly sworn, was examined and testified as follows:

THE COURT: Mr. Thompson, you may proceed.

MR. THOMPSON: Thank you, Your Honor.

DIRECT EXAMINATION

BY MR. THOMPSON:

Q. Good morning again, Ms. Honer.

A. Good morning.

Q. How are you?

A. I am good.

Q. When we left off yesterday we were talking about the Federal Child Nutrition Programs?

A. Yes.

Q. And there was two of them we were talking about; is that right?

A. Yes.

Q. What were the two programs?

A. Those were the Child and Adult Care Food Program, specifically At-Risk, and the Summer Food Service Program.

1 Q. And that At-Risk Program is the After-School Program; is  
2 that correct?

3 A. That is correct.

4 Q. Okay. Now, we talked yesterday about the requirements  
5 for meals that were reimbursable under those programs; is  
6 that right?

7 A. That's correct.

8 Q. We also talked about the role of sponsors in the  
9 program.

10 A. That's correct.

11 Q. Okay. So if an entity, a nonprofit, wants to get  
12 involved in either the After-School Program or the Summer  
13 Food Program, how do they utilize a sponsor and why?

14 A. Sure. So if a nonprofit organization wants to utilize  
15 the Child Nutrition Programs of the Child and Adult Food  
16 Program or Summer Food, they would reach out to a sponsoring  
17 organization that is approved in the State of Minnesota.

18 Q. And why do they do that?

19 A. They would do that because a sponsor would take on much  
20 of the administrative duties and recordkeeping and training.  
21 And so it's easier for a small nonprofit to be able to  
22 operate these programs.

23 Q. Okay. So who is it that -- when a sponsor serves meals,  
24 what do they tell to their sponsor -- or how do they go  
25 about getting a reimbursement? Let's put it that way.

1 A. So how the reimbursement works, when the site is serving  
2 meals, they will ensure that they have the correct  
3 documentation. They submit their meal counts, meal types  
4 and the documentation that supports that to their sponsor.  
5 And then the sponsor then submits those claims to the State  
6 of Minnesota through the technology system that we have at  
7 the Department of Education.

8 Q. Okay. You said that the site will provide documentation  
9 of their meal claims to the sponsor.

10 A. Correct.

11 Q. Could you remind us again what kind of documentation?

12 A. Sure. Documentation will include the meal types, so  
13 again that's breakfast, lunch, snack or supper. That's a  
14 meal type. They will also submit the meal counts, so how  
15 many meals. They will submit the menu, and then they will  
16 also submit the supporting documentation of the food that  
17 was purchased for that menu.

18 Q. Okay. So meal counts, attendance rosters, invoices.

19 A. Yes. Attendance rosters as well is also included in  
20 that documentation.

21 Q. And menus?

22 A. And menus.

23 Q. Those -- those -- that documentation is provided by the  
24 site to the sponsor?

25 A. That is correct.

1 Q. What does the sponsor do with that documentation?

2 A. The sponsor then is to review that documentation and, of  
3 course, also keeping it for recordkeeping, and then making  
4 sure that it fits the claims related to the application that  
5 was approved by the Department of Education.

6 Q. Okay. Does the sponsor, when they submit the  
7 reimbursement claims to MDE, submit that documentation along  
8 with it?

9 A. They do not.

10 Q. Why not?

11 A. So MDE does not collect the documentation up front.  
12 What we do is when we conduct an administrative review, we  
13 will go in and that's where yesterday I was talking about  
14 picking a sample month, that's where the Department of  
15 Education then reviews the supporting documentation.

16 Q. So that documentation, is that important or not to MDE?

17 A. Yes, it is very important to MDE.

18 Q. Why is it very important to MDE?

19 A. So it's very important to MDE because without that  
20 documentation the meal claim is not reimbursable by the  
21 Federal Child Nutrition Programs.

22 Q. Okay. You said that the records have to be kept by the  
23 sponsor; is that right?

24 A. Correct.

25 Q. Is there a retention period for keeping those records?

1 A. Yes. The retention period for these programs are three  
2 years plus the current year.

3 Q. And you talked about MDE when it does a review. That's  
4 something that you've done; is that right?

5 A. I have not conducted a review independently, but I have  
6 taken part in reviews and I oversee staff that conduct  
7 reviews.

8 Q. You and your team do reviews?

9 A. That is correct.

10 Q. Okay. And you look into all that documentation that you  
11 listed before?

12 A. That is correct.

13 Q. Okay. Now, I want to talk about the types of sponsors  
14 that existed. And, again, I want to look back before COVID.

15 A. Mm-hmm.

16 Q. Could you tell us a little bit about the world of  
17 sponsors that were involved in both this after-school  
18 nutrition program and the Summer Food Program?

19 A. Sure. So before COVID schools were, from what my memory  
20 is, the majority of sponsors for the At-Risk Program and the  
21 Summer Food Service Program. We also had 12 unaffiliated  
22 sponsors pre-COVID. And so those unaffiliated sponsors,  
23 again, are the sponsors in which they are sponsoring sites  
24 that they have no legal affiliation to.

25 Q. So this is -- I think yesterday you talked about, say,

1 the Minneapolis Public School District --

2 A. Mm-hmm.

3 Q. -- would sponsor its individual schools as sites?

4 A. That's correct.

5 Q. And the unaffiliated sponsors work differently?

6 A. That is correct. So, again, no legal affiliation. So  
7 you could have, for example, a small community organization  
8 who operated the CACFP or Child and Adult Care Food Program  
9 At-Risk. And they operated under a sponsor because it was  
10 just their one small site.

11 Q. Okay. So let's use that example of a small community  
12 nonprofit organization that's affiliated with a sponsor.  
13 After they -- they reach out to the sponsor about getting  
14 into the program?

15 A. That's correct.

16 Q. And then how do they enroll? Does that go through the  
17 sponsor, or do they do that independently?

18 A. So how that works then for enrollment using the example  
19 of an unaffiliated sponsor and site is the site would reach  
20 out to the sponsor and the sponsor would then evaluate if  
21 that site was eligible.

22 Then what happens is, let's say the site is  
23 eligible, then the sponsor and the site sign a program  
24 agreement to operate. And then that program agreement lays  
25 out the rules and the regulations of the program.

1           After that the sponsor in collecting the program  
2 agreement and the additional documentation will then submit  
3 a site application through the Cyber-Linked Interactive  
4 Child Nutrition Program, which is our technology system.

5           So a site application is submitted, and then it  
6 goes to the Department of Education and me and my staff to  
7 either approve or deny.

8 Q.   What kind of information is provided on the site  
9 application?

10 A.   Sure.   So on the site application we are looking for the  
11 location of the site, because, again, we are looking for  
12 that latitude and longitude.   We are also looking for the  
13 meal types to be served, the program itself that is to be  
14 operated.   We are looking to determine what type of site it  
15 is.   So, for example, it could be a childcare center,  
16 nonprofit, a school.   That is the type of site.

17 Q.   Is there information about the location?

18 A.   Yes.

19 Q.   What kind of information is provided on the site  
20 application with respect to the location?

21 A.   Sure.   So the sponsor will submit the address of the  
22 location.   That goes into that CLiCS system.   And then what  
23 the CLiCS system then does is it then assigns a latitude and  
24 longitude, but it also assigns the area eligibility, if that  
25 is applicable.

1 Q. So you mention the CLiCS system. What's the CLiCS  
2 system?

3 A. Yeah. So, again, the CLiCS system is the Cyber-Linked  
4 Interactive Child Nutrition System. We call it CLiCS for  
5 short, C-L-I-C-S. And that is the application and claiming  
6 system at the Department of Education.

7 Q. Basically just your computer system?

8 A. That is correct.

9 Q. And entities can get a login and log in and submit  
10 claims and applications?

11 A. That's correct.

12 Q. Okay. Now, you mention the site address. It's provided  
13 by the sponsor?

14 A. That is correct.

15 Q. And then MDE assigns a latitude and a longitude. What  
16 do you mean, like, literally on the map?

17 A. Yes. So me and my staff, we go out to an interactive  
18 map that we have within CLiCS. We type in the address that  
19 is provided to us, and a red dot will show up on a building.  
20 And so then that gives us the exact latitude and longitude  
21 of that site. We then take that information and put that  
22 into the site profile.

23 Q. Why go to all that trouble?

24 A. Well, it is required within these programs that sites  
25 are located -- for some of these programs, I should say --

1 located in eligible areas. And so we have to make sure that  
2 that location is in an eligible area.

3 Q. But does the address itself matter?

4 MR. GOETZ: Objection, Your Honor. Vague as to  
5 time. Are we still talking pre-COVID?

6 MR. THOMPSON: Yes.

7 We're talking -- this is all before COVID,  
8 correct?

9 THE COURT: All right, I'm going to overrule the  
10 objection. You may answer.

11 THE WITNESS: So it matters because -- yes, the  
12 address does matter. And area eligibility is sometimes  
13 going to cut off at a road or it could cut off in the middle  
14 of a school district, let's say. And so address absolutely  
15 does matter.

16 BY MR. THOMPSON:

17 Q. Okay. Prior to COVID, how many sponsors were there of  
18 unaffiliated sites?

19 A. Yes. So prior to COVID there were 12 sponsors of  
20 unaffiliated sites.

21 Q. Okay. And why -- what's the business model of these  
22 sponsors? Why do they take on this administrative burden?

23 A. Yeah. So the administrative burden of these programs,  
24 of the Child Nutrition Programs, is very large. So there  
25 are training requirements. There, of course, is

1 recordkeeping requirements. And for a very small site, that  
2 is a lot to take on. So sponsors of unaffiliated sites can  
3 help to take on some of that burden for their sites, can  
4 help to train their sites in large numbers, and it can be  
5 more efficient.

6 Q. Okay. And what do they get for their trouble?

7 A. So sponsors of unaffiliated sites can either provide  
8 food or they can provide funds. And then if funds are  
9 provided, the sponsor is allowed to retain up to 15 percent.

10 Q. Up to -- so the sponsor takes 15 percent of which funds?

11 A. Of the meal reimbursements.

12 Q. Received by the sites under its sponsorship?

13 A. That is correct.

14 Q. All right. So you said there were 12 unaffiliated  
15 sponsors.

16 A. Yes.

17 Q. There's a couple that is relevant to this case; is that  
18 right?

19 A. That is correct.

20 Q. And those are Partners in Nutrition and Feeding Our  
21 Future?

22 A. That is correct.

23 Q. Are you familiar with those two entities?

24 A. I am very familiar with those two entities.

25 Q. How so?

1 A. So I am very familiar with those two entities because  
2 for the past almost five years now I have been involved in  
3 overseeing the concerns that me and my staff had over those  
4 two entities.

5 Q. Okay. When did these two entities, Partners in  
6 Nutrition and Feeding Our Future, begin? When did they open  
7 and start doing business with MDE?

8 A. So I started in 2019, but from looking back at records,  
9 Partners in Nutrition had originally applied to the Child  
10 and Adult Care Food Program in 2015.

11 And then in 2016, I believe it was, is when  
12 Feeding Our Future first submitted an application.

13 Q. And was there some relationship between Partners in  
14 Nutrition and Feeding Our Future?

15 A. Yes. So Feeding Our Future was established, to my  
16 understanding, with the exact same principals of Partners in  
17 Nutrition.

18 Q. What do you mean by that?

19 A. So when Partners in Nutrition first applied to be a  
20 sponsor, MDE or the Department of Education denied that  
21 application of multiple sites. And so the -- the principals  
22 of Partners in Nutrition then started Feeding Our Future and  
23 submitted a second application of that same principals and  
24 of the same type of application.

25 Q. When you say principals, you mean the main people that

1 ran the place?

2 A. That is correct.

3 Q. And who were those people?

4 A. That is Christine Twait, Aimee Bock and Kara Lomen.

5 Q. Okay. When did Partners in Nutrition and Feeding Our  
6 Future start enrolling sites or sponsoring sites in the  
7 Federal Child Nutrition Program?

8 A. I believe Partners in Nutrition started operating sites,  
9 multiple sites, in 2016; and Feeding Our Future started to  
10 operate sites in 2018.

11 Q. Okay. When they first started in those years before  
12 COVID, do you have a ballpark of the amount of sites and the  
13 amount of reimbursement funds that were flowing to sites  
14 under those companies' sponsorship?

15 A. Yes. So Partners in Nutrition, the three years prior to  
16 COVID, was fairly stable in that they were operating about a  
17 \$5 million budget per year. Again, that was for about three  
18 years.

19 And Feeding Our Future started off in 2016, in  
20 that program year, in the Child and Adult Food Care Program,  
21 around 46,000 for that first year. And then in the second  
22 year I believe they were to about \$2 million.

23 Q. And were those figures stable for Feeding Our Future  
24 prior to COVID?

25 A. No. Feeding Our Future only operated about two years

1 prior to COVID, and they had been increasing sites. But the  
2 increase of sites and payment was a fairly steady growth.

3 Q. And did it get to \$2 million before COVID?

4 A. Yes, it did.

5 Q. Okay. Okay. All right. So let's talk about COVID.

6 Now, as we all recall, the COVID pandemic hit the  
7 world and Minnesota in the spring of 2020; is that right?

8 A. That's correct. March of 2020.

9 Q. You were working at MDE at the time?

10 A. I was.

11 Q. Was that a significant event for MDE?

12 A. That was absolutely a significant event for MDE.

13 Q. I suppose in multiple ways, not just in the Child  
14 Nutrition Program; is that right?

15 A. That is correct.

16 Q. Can you tell us a little bit about how the impact of  
17 COVID happened right away, and how did MDE feel that?

18 A. Sure. So the impacts of COVID were felt at the  
19 Department of Education in every division and every program.

20 And so when it hit, supervisors like myself at  
21 that time and leaders, we got together to figure out how we  
22 could still make our programs work, get educational  
23 materials to children, feed children, of course, make sure  
24 that services were still provided.

25 And then with that we were working together,

1 again, leaders at MDE, to create guidance for our schools in  
2 determining how that would happen initially.

3 Q. And was that with respect to both the food program and  
4 just generally how to teach kids during COVID?

5 A. Yeah, that was with respect to all of the divisions at  
6 MDE.

7 Q. Let's talk about what happened with the food program.  
8 Were there concerns when COVID first hit about -- with  
9 respect to the Child Nutrition Program?

10 A. Yes. Absolutely. So the concerns to the Child  
11 Nutrition Program in March of 2020 when COVID first hit was  
12 that we had to work with the USDA to find a way for food to  
13 still be served to children. And so we were working with  
14 the USDA to determine what types of programs that would be,  
15 how those programs would need to operate. But our focus at  
16 that time was schools.

17 Q. Because all these kids that get free and reduced school  
18 lunch suddenly weren't going to be able to?

19 MR. GOETZ: Objection, leading, Your Honor.

20 THE COURT: Sustained.

21 BY MR. THOMPSON:

22 Q. What was the concern with respect to the kids?

23 A. With respect to the kids, we were in March of 2020, and  
24 so students were in school at that time and would have  
25 remained in school for a couple of months. And so our main

1 concern was that there were no other programs to be able to  
2 help these students. So schools were our first priority.

3 Q. So what did you and your colleagues at MDE do?

4 A. Yes. So what we did is we worked with the USDA, and the  
5 USDA advised us to apply for a noncongregate waiver for the  
6 Summer Food Service Program so that schools could easily  
7 switch over to the summer food program and operate that for  
8 their students.

9 Q. Remind us, I know we talked about congregate  
10 requirements yesterday. That's not a word that most of us  
11 are familiar with.

12 What's a noncongregate waiver?

13 A. Sure. So as I mentioned yesterday, that these child  
14 nutrition programs across the board are required to operate  
15 in a congregate setting, meaning that the children eat the  
16 meals together.

17 So with COVID, of course, that was no longer safe  
18 to do, and so the noncongregate waiver allowed students to  
19 take the meal and eat that off site or away from the group.

20 Q. So how did that affect how schools participated in the  
21 child nutrition program back at that time frame?

22 A. So it greatly changed the way that schools operated  
23 because then schools -- where schools would normally have  
24 that mealtime, right, so around their lunchtime, for  
25 example, schools now had to figure out how to package the

1 meals so that food safety in mind and taking that meal off  
2 site, had to make arrangements for students coming to their  
3 location to pick up the meal, as well as all of the other  
4 safety standards and health considerations involved in  
5 changing a meal operation.

6 Q. Okay. So schools still served meals but just  
7 differently?

8 A. That's correct.

9 Q. Okay. Did this noncongregate waiver, did it change the  
10 fundamental goal or nature of this program?

11 A. I do not believe so.

12 Q. So the goal remained the same?

13 A. Yes.

14 Q. Which was?

15 A. To serve healthy, nutritious meals to children.

16 Q. As schools started to roll out and serve meals pursuant  
17 to that noncongregate waiver, how did they do that? How  
18 were kids served at schools?

19 A. Well, it was in a variety of ways that kids were still  
20 served at schools, and it was done a little bit differently  
21 depending on the school.

22 Some schools would purchase the equipment to  
23 package meals similar to what I said yesterday, like the TV  
24 dinner. So they would purchase the containers and the film  
25 and the equipment that did that.

1           Some schools would have safe distancing if they  
2 had very large areas where the students or children could  
3 split up.

4           And then some schools also were able to package a  
5 meal and either home deliver it during those mealtimes or --  
6 or if it was shelf stable for that day, be able to do that  
7 as well.

8           Q. How would kids -- how would schools deliver -- home  
9 deliver the meals?

10          A. So schools were required, if they were going to use the  
11 home delivery option, that they had to receive parent  
12 permission. So in some way a school had to receive parent  
13 permission, either through parents signing up for those  
14 meals. But then as far as transportation goes, schools, if  
15 they had the resources, they could, you know, use certain  
16 cooler-type vans or buses or if they had other coolers  
17 installed. And, of course, then the staff resources as  
18 well.

19          Q. And there was also a pickup option for parents?

20          A. There was a pickup option as well. That was another  
21 waiver from the United States Department of Agriculture  
22 during COVID, and it was either the parent pickup or the  
23 home delivery.

24          Q. Okay. Can you tell us how the parent pickup waiver  
25 worked?

1 A. Yes. So when COVID hit and we had noncongregate, part  
2 of the reality of that is you wouldn't have parents coming  
3 in and picking up their meal for their children and hauling  
4 their children in the morning, going home and then going  
5 back at lunch time.

6 And so knowing that parents may have multiple  
7 children, there was either the parent pickup waiver, where  
8 parents could go into the school and pick up meals for their  
9 multiple children; or, again, the other method was home  
10 delivery.

11 Q. Were there other waivers that were put in place during  
12 those early days of COVID?

13 A. Yes. So overall, when all the waivers were said and  
14 done, there was over 100 waivers from the United States  
15 Department of Agriculture. Many of those were extensions.  
16 The main waivers in the beginning of COVID that those  
17 extensions came from was the noncongregate waiver, the  
18 waiver for parent pickup or home delivery, the mealtime  
19 waiver, and then there was the area eligibility waiver as  
20 well.

21 Q. You said there were a hundred waivers, but a lot of them  
22 were extensions?

23 A. That's correct.

24 Q. Can you explain what you mean by that?

25 A. Sure. So initially, and I think we probably all

1 remember COVID was only supposed to last a few weeks, and so  
2 when the USDA granted the first initial waivers, I believe  
3 the waivers were initially good for June 30th, 2020. And so  
4 as the COVID pandemic continued, the USDA continued to issue  
5 extensions on previously issued waivers.

6 Q. So there wasn't a hundred different substantive waivers?

7 A. That's correct.

8 Q. It was just a hundred when you include all the  
9 extensions?

10 A. That's correct.

11 Q. There was a handful of main ones?

12 A. A handful of main ones.

13 Q. You talked about the main noncongregate waiver.

14 A. Mm-hmm.

15 Q. Right? The parent pickup waiver.

16 A. Correct.

17 Q. I think you alluded to it briefly, but we didn't talk  
18 about it in terms of a waiver. But there was a mealtime  
19 change; is that right?

20 A. Yes.

21 Q. Could you explain that for the jury?

22 A. Yes. So as I was just explaining where there was the  
23 reality of parents coming in multiple times and then kind of  
24 dragging their children along in the car, then there was  
25 also the reality of bringing children in for breakfast, then

1 bringing children in for lunch and parents having to make  
2 multiple trips.

3 So the USDA issued a mealtime waiver so that  
4 breakfast, lunches, snacks, suppers didn't necessarily have  
5 to be served at those times. And that allowed schools to be  
6 able to serve their meals if parents were picking that up in  
7 one pickup.

8 Q. Okay. That gets to another waiver, I think, which is --  
9 involves bundling of meals; is that right?

10 A. That's correct.

11 Q. Could you describe for the jury what, if any, waivers  
12 were in place with respect to bundling of meals?

13 A. Sure. I believe the bundling of meals actually fell  
14 within the parent pickup and home delivery waivers, if I  
15 remember correctly. But the bundling of meals was so that  
16 not just multiple meal types in one day could be served, but  
17 multiple day's worth of meals could be served if it was safe  
18 to do so.

19 Q. What was the purpose of that waiver?

20 A. The purpose of that waiver, I guess using the example I  
21 just mentioned of, again, a parent going in multiple times a  
22 day, especially in rural areas, you wouldn't necessarily be  
23 able to have a parent come in every single day. So if a  
24 parent could come in and pick up three, four or five days  
25 worth of meals, that was to ease the burden on parents and

1 children in receiving those meals.

2 Q. You mentioned the meal bundling waiver applied if it was  
3 safe to do so.

4 A. Mm-hmm.

5 Q. What did you mean by that?

6 A. Well, food safety for these meals always should be at  
7 the forefront of the site's mind, of the sponsor's mind.  
8 And so if a meal was being prepared and let's say it was  
9 mashed potatoes and a meat or something, we wouldn't expect  
10 under food safety standards for that food item to be cooked  
11 on one day and then to still be good seven days, 10 days  
12 later.

13 Q. Okay. And that brings us, I think, to one of the other  
14 questions, which is you talked about meals being unitized.

15 A. Yes.

16 Q. Again, that's another word that I'm not otherwise  
17 familiar with. What does that mean? What did that  
18 requirement mean, and how, if at all, did it change during  
19 COVID?

20 A. Sure. So unitization means, again, and I use the  
21 example of the TV dinners because of the tray compartment,  
22 but unitized meals means that you have, you know, basically  
23 a tray, a lunch tray, the tray of the container, and you  
24 have the proper serving amount of each food item in that one  
25 container.

1 Q. Okay. And that was -- was that a requirement under the  
2 program?

3 A. Unitized meals are a requirement under the program, and  
4 there's also -- there's also ways in which meals could be  
5 served like family style in family child daycare homes, but  
6 there is still a unitization requirement with that.

7 Q. And why is that a requirement?

8 A. It's a requirement because children are not going to  
9 know, nor should they have to know, how much of each scoop  
10 of food item they should take to get a well-balanced meal.

11 Q. Were there -- during -- you talked about these other  
12 waivers. Did the unitization requirements change in the  
13 spring of 2020 with the onset of COVID?

14 A. I would say that I do not believe that they changed. I  
15 believe that there were flexibilities with the unitization,  
16 but there still needed to be clear unitized food items.

17 Q. What do you mean with flexibility?

18 A. Flexibility in the packaging of multiple meals. And so  
19 you might have that meal type, let's say it's good for three  
20 days, and so you would package those three days of meals  
21 together. But the unitization piece of it is there still  
22 needed to be instructions to the child, and very minimal,  
23 easy-to-read instructions, of what that unitization was.

24 Q. You say instructions to the child.

25 A. Mm-hmm.

1 Q. What do you mean by that?

2 A. Well, this is a child nutrition program, so these meals  
3 are intended to be that a child can pick up this meal and to  
4 easily eat that meal.

5 Q. So just ingredients, groceries, do they qualify?

6 A. No.

7 Q. Again, for that same reason?

8 A. For that same reason, yes. A child has to be able to  
9 easily take that food item that was -- or meal that was  
10 given to them and eat the meal.

11 Q. I think we mentioned it briefly. There was an area  
12 eligibility requirement prior to COVID; is that right?

13 A. That's correct.

14 Q. And just remind us what that is.

15 A. Sure. So for the Summer Food Service Program, the area  
16 eligibility requirement goes off of census data and it also  
17 goes off of school data for a free and reduced percentage  
18 over 50 percent.

19 And then for the Child and Adult Care Food Program  
20 At-Risk, the area eligibility portion goes off of the school  
21 data 50 percent or more free or reduced.

22 Q. So that limited the areas where it could participate?

23 A. That's correct.

24 Q. Did those -- was there a waiver in place with respect to  
25 those requirements during COVID?

1 A. Yes. The USDA did issue an area eligibility waiver, and  
2 so then those requirements went out and any area would have  
3 been considered eligible.

4 Q. Okay. All right. So we talked about the meals still  
5 needed to be unitized.

6 A. Yes.

7 Q. And essentially kid friendly.

8 A. Yes.

9 Q. You talked yesterday about meal patterns and  
10 requirements, about the five components of the meals. Did  
11 those requirements remain in place during COVID?

12 A. Yes, they did.

13 Q. Were they waived in any way?

14 A. There was a meal pattern waiver, but to my knowledge it  
15 was very limited. And in the State of Minnesota it had to  
16 be requested permission to use and was under very strict  
17 circumstances.

18 Q. And what were those circumstances?

19 A. So if any sponsor had applied to use that meal pattern  
20 waiver, they had to show hardship in obtaining a food item.

21 Q. What do you mean by that?

22 A. So, for example, milk, at one point there was a milk  
23 shortage, I believe, for one of our schools, and so the  
24 school was able to show that hardship for a very limited  
25 time. I believe it was a couple of days. And they were

1 able to then provide a different type of milk.

2 Q. Otherwise you have to meet those five components that we  
3 talked about yesterday?

4 A. The five components, and then there's nutritional  
5 requirements within those components.

6 Q. And remind us again, the five components are?

7 A. So the five components are a whole grain rich item, a  
8 meat or meat alternative, a fruit, a vegetable, and dairy  
9 which dairy would be the milk.

10 Q. Okay. What about other rules that we talked about  
11 yesterday? You mentioned that this is a United States  
12 Department of Agriculture program and there are requirements  
13 about the meals -- or the food being served being grown in  
14 the U.S.A.?

15 A. Yes. So under the USDA Child Nutrition Programs, there  
16 is a buy American requirement for these food items. And so  
17 the menu has to be made up of items that are bought in  
18 America.

19 Q. And did that -- was that waived during COVID?

20 A. That was not.

21 Q. How about the recordkeeping requirements that we talked  
22 about yesterday?

23 A. Recordkeeping requirements were not waived in any way.

24 Q. They remained in place during COVID?

25 A. That is correct.

1 Q. Okay. Okay. So COVID hits.

2 A. Mm-hmm.

3 Q. Schools pivot.

4 A. Yes.

5 Q. MDE implements these waivers.

6 A. Yes.

7 Q. Other things change in the program; is that right?

8 A. Yes.

9 Q. Schools continue to serve, but did other entities  
10 continue to serve or come into the -- onto the playing  
11 field?

12 A. Sure. So as schools were beginning to change over to  
13 the Summer Food Service Program from the School Nutrition  
14 Program in COVID, we started to gain interest and hear  
15 interest from some of our sponsors into the Summer Food  
16 Service Program, and we also had sponsors submitting new  
17 site applications for the Child and Adult Care Food Program  
18 At-Risk.

19 Q. And what kind of applications -- or what were these  
20 sponsors looking to do?

21 A. So in particular some of the abnormalities that we had  
22 seen with COVID is that we were seeing -- one of our  
23 sponsors asked us if a restaurant could operate in the  
24 Summer Food Service Program.

25 Q. Which sponsor was that?

1 A. That was Partners in Nutrition.

2 Q. And what did they ask MDE to do?

3 A. They asked MDE if in regards to COVID and food safety,  
4 if one of their catering restaurants could serve the parent  
5 pickup from their restaurant site.

6 Q. This is a for-profit restaurant I take it?

7 A. Yes, yes.

8 Q. Why were they asking during COVID? Would that  
9 previously have been allowed?

10 A. That would not previously have been allowed prior to  
11 COVID because a site, again, had to primarily be in  
12 operation for child care.

13 Q. And remind us about that requirement.

14 A. Yes. So across the United States Department of  
15 Agriculture Child Nutrition Programs, these are meal  
16 programs that are for feeding children who are already  
17 gathering for some sort of child care or educational  
18 purpose.

19 Q. Okay. So when Partners in Nutrition reached out to MDE  
20 about a for-profit restaurant distributing meals, what  
21 happened?

22 A. Well, I did not receive that initial question, but then  
23 the supervisor who received that question came to me. We  
24 discussed it. And we did not know if that would be allowed  
25 under COVID. And so we asked the USDA Midwest Regional

1 Office. And we asked them a question of would that be  
2 allowed.

3 Q. And what did you conclude? What did they conclude?

4 A. So after a lengthy discussion with the United States  
5 Department of Agriculture Midwest Regional Office staff, we  
6 determined that the USDA said it was allowable as a  
7 flexibility under COVID.

8 Q. And did that happen?

9 A. Yes, that did.

10 Q. As that happened and other things, did you and your  
11 colleagues at MDE see anything concerning with the way the  
12 program was running during COVID?

13 A. Yes. So it was June 2020 that myself and the other  
14 supervisor had that discussion with USDA. And we became  
15 concerned very quickly to the point that I began asking USDA  
16 for further clarification by September.

17 Q. What were you concerned about? What did you see in June  
18 of 2020 that made you concerned?

19 A. Well, my concerns were that when this question was  
20 asked, that it was a flexibility, which is not to be used  
21 under normal circumstances. And as July and August  
22 continued, we had more and more site applications coming in  
23 for restaurant sites, and I found that to be highly  
24 concerning.

25 Q. What were your concerns? Or what did you see that was

1 concerning?

2 A. What I saw that was concerning is that the sites, the  
3 restaurants that were being submitted, were brand-new  
4 restaurants. They were very new to just simply the  
5 restaurant industry. And I thought that that was concerning  
6 that a brand-new restaurant would all of a sudden be in the  
7 Child Nutrition Program and be able to not only follow the  
8 requirements of the program, but then follow the  
9 requirements with this flexibility.

10 Q. Did you see other things in terms of the number of sites  
11 and number of claims after COVID hit that were concerning to  
12 you?

13 A. Yes. So in the summer of 2020 most of my concerns were  
14 on the applications coming in. So the types of applications  
15 that were coming in, as well as the number of meals that  
16 were being applied for on those applications.

17 Q. What were the types of applications that made you  
18 concerned?

19 A. So, again, my concerns on the types of applications  
20 were, one, brand-new sites that had never operated these  
21 programs before. And my second concern on the types of  
22 applications were the fact that many of them appeared to be  
23 restaurants.

24 Q. Okay. And then you said your second -- one of your  
25 second concerns was the number of meals that they were to be

1 serving?

2 A. That's correct.

3 Q. Can you describe that?

4 A. Yes. So in pre-COVID, normal circumstances, a site  
5 might serve in the CACFP At-Risk or Summer Food Program, you  
6 know, maybe, maybe 100, maybe 200 children. And then the  
7 numbers that were being submitted on these applications were  
8 in the 500s, 600s. They seemed very large compared to  
9 normal applications.

10 Q. Did you do anything to look into this issue?

11 A. Yes. So there were two sponsors that were primarily  
12 submitting this influx of site applications. And so I  
13 began, not only myself, but I also instructed my staff to  
14 continue to ask questions of those sponsors.

15 Q. And which sponsors were those?

16 A. That was Partners in Nutrition and Feeding Our Future.

17 Q. And what kind of questions were you asking?

18 A. We were looking for information of what was going on.  
19 So our questions were, you know, how are you able to serve  
20 this many children? Is this site even open? Is this site  
21 able to serve the many children that you have applied for?  
22 What I consider fairly basic questions.

23 Q. You said a lot of these entities were brand-new  
24 companies. How did you know that?

25 A. Well, not initially, but very quickly after our concerns

1 started to increase, I started to look at the Minnesota  
2 Secretary of State website. And so I was looking to see  
3 when these businesses were filed.

4 Q. And tell us -- for those who aren't familiar with the  
5 Secretary of State website, how does that work or how does  
6 that allow you to look into a business?

7 A. Sure. So any business that operates in the  
8 United States must file some sort of paperwork to become a  
9 business. And so in looking at these businesses, I was  
10 knowing that they had to file paperwork somewhere. And so I  
11 began looking at Minnesota, where I assumed these businesses  
12 had filed their paperwork.

13 Q. And what did you find?

14 MR. GOETZ: Objection, Your Honor, 801, 802.

15 THE COURT: Overruled. You may answer.

16 THE WITNESS: What I was finding when I looked at  
17 the Minnesota Secretary of State website is that these sites  
18 that I was concerned about, mainly restaurants, had just  
19 been newly filed for. For example, I believe, one of them  
20 was April of 2020.

21 BY MR. THOMPSON:

22 Q. And which restaurant -- which restaurant was that, do  
23 you recall?

24 A. I believe that was Empire Market.

25 Q. The -- as the summer and fall of 2020 went on, did you

1 grow increasingly concerned about the program?

2 A. Yes, I did.

3 Q. What were your concerns?

4 A. So as I had said, I was initially concerned over the  
5 applications. And then I became concerned over the claims  
6 coming in. And I became concerned over the claims coming in  
7 around late August and then into the fall.

8 Q. What -- when you say you were concerned about the claims  
9 coming in, what was it about those claims that concerned  
10 you?

11 A. What concerned me about the claims is that the claims  
12 coming in were either right at the very max of the meals  
13 that were applied for and were just incredibly high and  
14 generating large amounts of federal reimbursement.

15 Q. You said they were incredibly high. What do you mean,  
16 and how did you come to that conclusion?

17 A. So I was -- I was looking at, you know, Partners in  
18 Nutrition and Feeding Our Future, and where I saw the claims  
19 becoming high and where I -- where I say that is, for  
20 example, Feeding Our Future would typically have brought in  
21 30 to \$40,000 in a payment, in a payment filed that MDE  
22 creates. And then as we get into the fall, we are getting  
23 to a million dollars per payment. And then by the end of  
24 December, just one of the payments was \$8 million.

25 Q. And how long of a period was that payment for?

1 A. One week.

2 Q. How did that compare -- had you ever seen -- had you and  
3 your colleagues at MDE ever seen payments of that magnitude  
4 before?

5 A. I had never seen payments of that magnitude before.

6 Q. And you said that the public schools mobilized in the  
7 spring of 2020 to set up food distribution at the schools  
8 and do home deliveries. Did that continue?

9 A. Yes, that did.

10 Q. So as you and your colleagues saw those numbers rise to  
11 such high levels, did you do anything, did you take any  
12 steps to address those concerns in late 2020?

13 A. Yes, we did. So on top of continuing to ask questions  
14 of the sponsors, Partners in Nutrition and Feeding Our  
15 Future, myself and my director at that time were also  
16 incorporating the United States Department of Agriculture,  
17 so we had our contacts at the Midwest Regional Office. We  
18 were expressing concerns to them, asking for guidance, but  
19 also asking for a referral to the Office of Inspector  
20 General.

21 Q. Okay. And why were you doing that?

22 A. We were doing that because we were not getting answers  
23 to our concerns from Partners in Nutrition and Feeding Our  
24 Future that seemed reasonable.

25 Q. Did you and your colleagues at MDE implement changes to

1 the program in the fall of 2020 designed to address these  
2 concerns?

3 A. Yes, we did.

4 Q. Could you describe those, please?

5 A. Yes. So as I had mentioned before, the flexibility that  
6 USDA allowed for restaurants to be served as distribution  
7 sites with this flexibility in June of 2020, and I had  
8 mentioned that I had continued to go to USDA for further  
9 clarification, so in asking for further clarification first  
10 in September of 2020, USDA had provided me some --

11 MR. GOETZ: Objection, hearsay, Your Honor, 801,  
12 802.

13 THE COURT: Mr. Thompson?

14 MR. THOMPSON: I'm not sure I understand the  
15 objection, Your Honor.

16 MR. GOETZ: Sidebar, Your Honor?

17 THE COURT: Yes.

18 **(Sidebar discussion)**

19 MR. GOETZ: Your Honor, this is a fact witness as  
20 Mr. Thompson outlined for the court yesterday. She cannot  
21 rely on information from other sources, that's expert  
22 territory. And that's exactly what she's doing. She was  
23 relying and is going to tell us about information she heard  
24 from the USDA. That's hearsay. She can't rely on it, she's  
25 not an expert.

1 THE COURT: Mr. Thompson?

2 MR. THOMPSON: Your Honor, she's explaining  
3 exactly what I said she would yesterday, which is the  
4 changes that she and her colleagues implemented in October  
5 of 2020 was based on guidance they got from the USDA, that  
6 it was changes that she and her colleagues implemented that  
7 directly affected and, in fact, were targeted at Empire  
8 Cuisine & Market.

9 THE COURT: She was just about to say the USDA  
10 provided me some, and I don't know what was coming there,  
11 which is what I think drew the objection. Provided me some  
12 what do you expect her to say.

13 MR. THOMPSON: I assume she's going to say  
14 guidance, which isn't hearsay.

15 THE COURT: Okay. As long as it's general, then  
16 it's not hearsay. But I don't want her to testify as to  
17 what guidance that was. She's got to stick to what changes  
18 she made.

19 MR. THOMPSON: Thank you, Your Honor.

20 THE COURT: Thank you.

21 **(In open court)**

22 BY MR. THOMPSON:

23 Q. Ms. Honer, I think we were talking about the changes --

24 A. Yes.

25 Q. -- in October of 2020; is that right?

1 A. Yes.

2 Q. Those changes -- what changes did you and your  
3 colleagues at MDE make in the fall of 2020?

4 A. So ultimately we discontinued the allowability of the --  
5 ability for restaurants to operate as distribution sites.

6 Q. And why did you and your colleagues at MDE do that?

7 A. Because I asked questions to the USDA, and USDA provided  
8 guidance where I felt that was no longer allowable.

9 Q. And why is it you were going to the USDA for guidance  
10 about disallowing these for-profit restaurant sites?

11 A. Because I did not think that the way in which I saw the  
12 applications and claims, I did not feel they were operating  
13 in line with what USDA had allowed.

14 Q. And specifically what were the concerns, the red flags  
15 that you saw that raised those concerns?

16 A. Again, brand-new restaurants coming into the child  
17 nutrition world, brand-new sites, and the incredibly high  
18 amount of claims.

19 Q. One of those sites, those for-profit restaurant sites  
20 you said was Empire Cuisine & Market; is that right?

21 A. That is correct.

22 Q. What sponsor -- what entity sponsored Empire Cuisine &  
23 Market?

24 A. They operated under Partners in Nutrition.

25 Q. You said that after they got permission to participate

1 in the program in the early days of COVID, you grew  
2 concerned.

3 A. Yes.

4 Q. Could you talk about your specific concerns about Empire  
5 Cuisine & Market and their participation in the program?

6 A. Yes. So as I had mentioned, I had looked at Empire  
7 Market and saw that they were a newly-filed business. I was  
8 concerned that a brand-new business during COVID had the  
9 capacity for this number of meals, that in comparing the  
10 meals were much higher than many of our large school  
11 districts.

12 I had concerns that a brand-new restaurant would  
13 have the buying power in the midst of COVID when food  
14 shortages were around to even obtain the food.

15 I was concerned that a brand-new restaurant and  
16 business was able to appropriately prepare and follow the  
17 CACFP and summer food standards for these programs.

18 Q. You mentioned that some of the claims were larger than  
19 some of the large school districts.

20 A. Mm-hmm.

21 Q. What do you mean by that?

22 A. So, for example, the Minneapolis Public School District,  
23 St. Paul Public School District and Anoka-Hennepin School  
24 District, those are our three largest school districts in  
25 Minnesota. So we often compare those. So Minneapolis

1 School District was operating about -- I think in 2020 they  
2 received about \$17 million for their entire operations. And  
3 the payments going to the site distribution site Empire  
4 Market were very comparable to all of Minneapolis.

5 Q. And when you say in 2020 Minneapolis Public Schools  
6 received \$17 million for their entire operations, what do  
7 you mean by their entire operations?

8 A. So if you think of Minneapolis, I believe they have  
9 around 55 sites, so elementary, middle schools, high  
10 schools, alternative learning centers. And so when I say  
11 they're entire operations, I'm talking about all -- almost  
12 40,000 of their students across all of those sites.

13 Q. And which programs are we talking about here?

14 A. When I looked at the Minneapolis payments for 2020 in  
15 which I referred to the 17 million, I looked at all the  
16 programs.

17 Q. Okay. All right. So in October 2020, MDE concluded  
18 that these for-profit restaurants, including Empire Cuisine  
19 & Market, could no longer participate as sites; is that  
20 right?

21 A. That is correct.

22 Q. And that's under Summer Food Program, At-Risk, the  
23 After-School Program or both?

24 A. It was primarily under the Summer Food Service Program  
25 at that time.

1 Q. Did MDE communicate that to people?

2 A. Yes, we did. So to my recollection it was only Feeding  
3 Our Future and Partners in Nutrition that were operating in  
4 that way, and I sent an email to those two sponsors  
5 indicating the information we received from the USDA and  
6 that that flexibility would be ending.

7 Q. How did those sponsors react when they learned of the  
8 change?

9 MR. IAN BIRRELL: Objection, Your Honor, hearsay.

10 THE COURT: Overruled. You may answer.

11 THE WITNESS: How they reacted. So Feeding Our  
12 Future had already been taking and making threats of legal  
13 action against MDE, and I was receiving many of those  
14 emails. So that furthered the threats.

15 Partners in Nutrition seemed to take it better and  
16 asked some clarifying questions.

17 BY MR. THOMPSON:

18 Q. What kind of clarifying questions did Partners in  
19 Nutrition ask?

20 A. I don't remember all of the questions. I believe it was  
21 like what the end date of that flexibility would actually  
22 be, and I believe there might have been some additional  
23 summer food clarifications of sites.

24 Q. So after MDE communicated this change in October of  
25 2020, did Empire Cuisine & Market get out of the food

1 program?

2 A. They did not.

3 Q. What happened instead?

4 A. So the Partners in Nutrition distribution site  
5 application that was titled Distribution Site Empire, that  
6 did discontinue. But then what me and my staff saw was on  
7 the increased applications coming in for both the Summer  
8 Food Service Program and the Child and Adult Care Food  
9 Program, Empire Market was being used as a vendor for  
10 existing and brand-new sites.

11 Q. Was that concerning to you?

12 A. Yes, it was.

13 Q. Why?

14 A. Well, again, new sites coming in, now we're in the fall  
15 of the pandemic and still well within the pandemic, so  
16 brand-new sites coming in, I was concerned because I knew  
17 that schools were serving their children, making sure their  
18 children and students had access to meals. It didn't seem  
19 reasonable.

20 Q. You said they became vendor for different sites.

21 A. That is correct.

22 Q. Again, describe what a vendor is and how does a vendor  
23 differ from a site?

24 A. Sure. So in order to explain that, I'll say that  
25 there's two types of meal preparation. So at the site,

1 which is where the meal is being served, the site can do  
2 self preparation, which means they're taking in the food  
3 items and they are actually cooking and preparing that meal  
4 on site before serving it to a child.

5 And then we have sites that may not have that  
6 capability, and so they will utilize a caterer or vendor and  
7 enter into a vended meal contract.

8 Q. And what does that contract provide for? What happens?

9 A. Sure. So under the vended meal contract, it is where  
10 the site and sponsor are again entering into a contract with  
11 a company, a food service company, and that company is  
12 agreeing to provide unitized meals that contain the five  
13 required components that meet all of the program  
14 regulations, health and safety standards. And then in  
15 exchange the caterer or food service management company,  
16 they will receive a price per meal.

17 Q. You said you were concerned. One of your concerns that  
18 led to the change in October of 2020 was that for-profit  
19 restaurants, including Empire, were suddenly claiming to be  
20 serving so many kids and receiving so much money.

21 A. Mm-hmm.

22 Q. More than the entire Minneapolis Public School District.

23 After those changes, did Empire -- when they  
24 shifted to being a vendor, did that reduce or increase the  
25 amount of Federal Child Nutrition Program funds that they

1 were receiving?

2 A. It greatly increased.

3 Q. You say greatly increased. Could you describe that?

4 A. Sure. As I had mentioned before, in the summer of 2020  
5 the concerns I had over the applications were that many of  
6 the applications, the meal counts being applied for, was in  
7 the 500s, 600s.

8 As time went on into the fall of 2020 and early  
9 '21, those meal counts got into the thousands.

10 Q. And how did that compare to any sort of sites you ever  
11 saw before?

12 A. It didn't.

13 Q. What do you mean it didn't?

14 A. I had never seen those types of numbers before, other  
15 than outside of possibly a very large high school.

16 Q. How many sites did Empire claim to be vending for after  
17 you made those changes in October of 2020?

18 A. Sure. That one's a little bit difficult because our  
19 CLiCS system, technology system, does not provide us a  
20 report of the vendor for the Child and Adult Care Food  
21 Program, it only does for the Summer Food Service Program.  
22 But in reviewing those applications, I would say about 30.

23 Q. 30 sites?

24 A. 30 sites.

25 Q. And was that a significant amount of sites?

1 A. Yes, it is.

2 Q. In the overall scheme?

3 A. Yes.

4 Q. All right. I want to talk to you a little bit about  
5 those applications and those records you just talked about.  
6 You talked about a system called CLiCS.

7 A. Yes.

8 Q. Which is a terrible -- well, it's a good acronym. It's  
9 a terrible name. Can you remind us what the name -- what  
10 does CLiCS stand for?

11 A. Yes. So CLiCS stands for the Cyber-Linked Interactive  
12 Child Nutrition System.

13 Q. That is a mouthful?

14 A. Yes.

15 Q. But in plain language, what is it and how does it work?

16 A. So how CLiCS works is that the applications for all of  
17 our sites and all of our sponsors across all of the child  
18 nutrition programs that the Department of Education  
19 operates, all of those applications are submitted through  
20 CLiCS.

21 And then what CLiCS does is allows MDE staff, so  
22 me and my staff, to go in and to process those applications,  
23 either approve or not approve. And then once -- or if  
24 approved, then the sponsor can also submit claims through  
25 the CLiCS application.

1 Q. Okay. Now, I'd like to show you some exhibits -- these  
2 have not been admitted, Your Honor -- that are CLiCS  
3 applications. Okay?

4 A. Okay.

5 Q. And first off with the court's permission, I'd like to  
6 show you Government Exhibit C-17.

7 MR. THOMPSON: I'm not sure, are we publishing to  
8 the jury?

9 THE COURT: We're not publishing. It should pop  
10 up on the screen.

11 So, members of the jury, when we don't publish to  
12 you when something isn't admitted, it will pop up on the  
13 witness's screen and mine but not yours. Okay. If at any  
14 point there's a mistake in that process, feel free to let us  
15 know.

16 MR. THOMPSON: Thank you, Your Honor.

17 BY MR. THOMPSON:

18 Q. Ms. Honer, you see Government Exhibit C-17 in front of  
19 you here?

20 A. Yes, I do.

21 Q. And what is Government Exhibit C-17?

22 A. So this is what -- this is a summer food site  
23 application, and I can see that by the top left. It says  
24 SFSP Site Maintenance.

25 Q. Okay. Great. And I'm going to page down. We'll talk

1 about it in a little more detail in a moment when the jury  
2 has an opportunity to see it. But it's a multi-page  
3 exhibit, and attached to the application is a series of  
4 pages that contain -- they're labeled Claim Information; is  
5 that right?

6 A. That is correct.

7 Q. And this is, I think, page 3 of Government Exhibit 17;  
8 is that right?

9 A. Up at the top right it says 17-004.

10 Q. Page 4. Okay. And this is -- this is -- what -- this  
11 is claim information?

12 A. This is claim information, correct.

13 Q. Related to this --

14 MR. SAPONE: Your Honor, I'm sorry, could we just  
15 pause because mine doesn't work.

16 THE COURT: Sure.

17 MR. SAPONE: I'm not seeing it.

18 THE COURT: Just a moment, everyone.

19 MR. SAPONE: Thank you.

20 THE COURT: You may continue.

21 MR. THOMPSON: Thank you, Your Honor.

22 BY MR. THOMPSON:

23 Q. Government Exhibit C-17, in addition to the application,  
24 has claims information; is that right?

25 A. That is correct.

1 Q. And that's month by month?

2 A. That is correct.

3 Q. Explanation of the claims for this site?

4 A. Yes.

5 Q. And Government Exhibit C-17, is this a record that's  
6 created and kept in the regular course of MDE's business?

7 A. Yes, it is.

8 MR. THOMPSON: Your Honor, I move to admit  
9 Government Exhibit C-17.

10 THE COURT: Any objection?

11 MR. IAN BIRRELL: No objection.

12 THE COURT: C-17 is admitted and may be published.

13 MR. THOMPSON: Permission to publish.

14 THE COURT: So any time an exhibit is admitted, it  
15 may be published without permission.

16 Can you all see it?

17 MR. THOMPSON: Thank you, Your Honor.

18 THE COURT: Go ahead.

19 BY MR. THOMPSON:

20 Q. All right, Ms. Honer, I'm going to show you -- we're  
21 going to walk through this, because it's CLiCS and it stands  
22 for bureaucratic stuff, so let's walk through it. Okay?

23 A. Okay.

24 Q. So, first off, I'm going to direct your attention to the  
25 top of this exhibit, and it's labeled CLiCS 2, Minnesota

1 Department of Education; is that right?

2 A. That is correct.

3 Q. And CLiCS is just that system we talked about?

4 A. That is correct.

5 Q. And in the upper left-hand corner it says Applications,  
6 SFSP Site Maintenance.

7 A. That is correct.

8 Q. What does that mean?

9 A. So how CLiCS stores data from any of the applications or  
10 claims, in that site maintenance is where anyone can go back  
11 into that site maintenance screen and see what was  
12 submitted.

13 Q. Okay. And this is an actual application; is that  
14 correct?

15 A. That is correct.

16 Q. And what's the sponsor of this, this site?

17 A. So the sponsor of this site is Partners in Nutrition.

18 Q. And then about halfway down here it says Site  
19 Information and Site. And what's -- what's listed there?

20 A. So that is listed with the site ID that identifies that  
21 site or identifies that latitude and longitude, along with  
22 the name of the site provided by the sponsor.

23 Q. Okay. So the site number is the one that begins 90000?

24 A. Yes, and then ends 17255.

25 Q. And what's the name of this site?

1 A. So the name of this site is Mind Foundry, and I believe  
2 it's Samaha Islamic Center.

3 Q. And have you heard of Mind Foundry?

4 A. I have.

5 Q. What is Mind Foundry?

6 A. When I first heard of Mind Foundry I believed it to be  
7 an educational enrichment nonprofit organization.

8 Q. Did they have sites in the program?

9 A. Yes, they had multiple sites in the program.

10 Q. And when did those sites join the program?

11 A. After the COVID pandemic.

12 Q. Down below here it says the site address?

13 A. Yes.

14 Q. And what is that information?

15 A. So the site address is provided to us on the site ID  
16 request within the site application, and it identifies where  
17 the meal service is taking place. So, again, where meals  
18 are being provided to children.

19 Q. Okay. And this -- in the case of this particular site,  
20 the Samaha Islamic Center, it's 214 Holmes Street in  
21 Shakopee, Minnesota?

22 A. That is correct.

23 Q. And above that it says Approval Effective Date Range?

24 A. Yes.

25 Q. What is that?

1 A. So that is the range of what MDE staff have approved  
2 this application to operate.

3 Q. And this one's a relatively short time frame; is that  
4 right?

5 A. That is correct.

6 Q. And what's the time frame for this application?

7 A. That is April of 2020 to April of 2020. And that means  
8 that this site was approved to operate for the month of  
9 April 2020.

10 Q. Okay. And what -- at what address was it assigned to  
11 operate?

12 A. It was assigned to operate at 214 Holmes Street in  
13 Shakopee Minnesota.

14 Q. Now, I'm going to go below here. I'm going to go below  
15 here. The next part of the form provides contact  
16 information?

17 A. That is correct.

18 Q. What is that?

19 A. So contact information is provided by the sponsor, and  
20 it is who is the contact for that specific site.

21 Q. And who is the contact for this site, specific site?

22 A. The contact for this specific site is Kara Lomen, and  
23 she is listed as the executive director.

24 Q. And are you -- do you know Ms. Lomen?

25 A. I do.

1 Q. And who is she?

2 A. Kara Lomen was the executive director of Partners in  
3 Nutrition.

4 Q. And that's the sponsor of the site?

5 A. That's correct.

6 Q. Okay. Now, I want to go below. There's a series of  
7 questions or numbered information. Number one is the  
8 classification of site. Could you describe what this  
9 portion of the application is?

10 A. Yes. So in the Summer Food Service Program, there are  
11 different classifications of sites. This go into site  
12 eligibility. And this particular site application, it's  
13 chosen as a closed enrolled site, which means that there is  
14 a specific number of children that are eligible to receive  
15 meals and that those children have been identified.

16 Q. So a closed enrolled site, what typically would that --  
17 what kind of site would that be?

18 A. Typically this would be a site -- let's say in the  
19 Summer Food Service Program, there is a school and they're  
20 operating a very small program in which all of their  
21 enrolled children are categorically eligible in the free or  
22 reduced category and so, therefore, all of those children  
23 are eligible. But, again, it's closed to just that program.

24 Q. Okay. Just the kids that are enrolled in that  
25 educational program?

1 A. That is correct.

2 Q. In contrast there's a couple other ones, options. One's  
3 an open site and one is a restricted open site.

4 A. Mm-hmm.

5 Q. What are those?

6 A. So in the Summer Food Service Program, most sites should  
7 be open. And what this means is that that site prepares  
8 meals and advertises their meal site to the community so  
9 that any child in the community who is in need of a meal can  
10 show up and receive a meal. So it's open to anyone in that  
11 community.

12 Q. This particular site in April of 2020 was a closed  
13 enrolled site?

14 A. That appears correct, yes.

15 Q. Now, the next question, prompt, is site location. What  
16 does that mean?

17 A. Yes. So the United States Department of Agriculture  
18 gives a data set to states once a year, determining what  
19 areas in the nation are urban and which areas are rural.  
20 And so we upload this data in our CLiCS system, and then  
21 this designation is to indicate if that site is within the  
22 urban area or the rural area.

23 Q. Direct your attention to page 2. In the middle of  
24 page 2 has information about the dates in which this  
25 nutrition program is going to operate.

1 A. That's correct.

2 Q. Could you describe that for the jury?

3 A. Sure. So under Number 4, this is the opening and  
4 closing date. We typically have this for the programs  
5 during the summer. Right -- it starts on the end of the  
6 last day of school, closes before school starts.

7 So the opening and closing date is just simply  
8 when this site is going to be in operation.

9 We see Number 5 is the maximum daily  
10 participation. So, again, this is the maximum.

11 Number 6 is we are asking for the number of days  
12 that the site is going to be serving meals, which it appears  
13 the site would be serving 12 days out of April.

14 And then in box Number 7, we are asking for the  
15 days of the week in which meals will be served. And in this  
16 case all days of the week are checked.

17 Q. And all seven days?

18 A. That's correct.

19 Q. And then below here on the bottom of page 2, Number 8 is  
20 Method of Meal Preparation?

21 A. Yes.

22 Q. What is the application asking for here?

23 A. So we ask for the method of meal preparation for a  
24 number of reasons, but this is where the sponsor is  
25 indicating to MDE in how those meals are going to be

1 prepared.

2 So we can see her breakfast is vended, lunch is  
3 vended, and then the snack, afternoon snack and supper, are  
4 not being served at this site.

5 Q. So this site is going to be serving breakfast and lunch  
6 from a food vendor?

7 A. That is correct.

8 Q. Which food vendor?

9 A. The food vendor indicated is Empire Cuisine & Market.

10 Q. Okay. And that's the one we were talking about earlier?

11 A. That is correct.

12 Q. And then at the bottom here there's a section says  
13 Catering Contract or Renewal Documents, and then there's a  
14 file Empire Cuisine & Market catering contract.pdf?

15 A. That is correct.

16 Q. What is that?

17 A. So on our applications at MDE, we do require that if any  
18 site is being vended, and this is across the child nutrition  
19 programs, but any site that is being vended, we ask for a  
20 copy of the contract.

21 Q. Okay. Come back to that in a second. But before we do,  
22 I'll turn to page 3. And it provides more information about  
23 the types of meals; is that correct?

24 A. That is correct.

25 Q. Could you describe that?

1 A. Sure. So we are -- in Number 9, we're asking for what  
2 type of menu pattern is being followed. So in this one it  
3 is the Summer Food Service Program meal pattern that is to  
4 be followed.

5 And then in Number 10 we are looking for the  
6 actual meal type information. So in this one the site  
7 application was submitted with 300 breakfasts and 300  
8 lunches. And because the times are 11:00 a.m. to noon for  
9 both of those mealtimes, it appears this site application is  
10 providing both of those meals at one time.

11 Q. Okay. And, again, there's another contract provided?

12 A. That's correct.

13 Q. Now, Ms. Honer, I'd like to show you another exhibit  
14 that's not yet in evidence, which is C-18.

15 Do you see C-18?

16 A. Yes, I do.

17 Q. Is that a copy of that catering contract, vendor  
18 contract?

19 A. Yes, I believe it is.

20 Q. Submitted along with the application?

21 A. I believe it is, yes.

22 Q. And this is a record that's kept by MDE in the regular  
23 course of its business?

24 A. That is correct.

25 MR. THOMPSON: Your Honor, I'd move to admit

1 Government Exhibit C-18.

2 THE COURT: Any objection?

3 MR. IAN BIRRELL: No objection.

4 THE COURT: C-18 is admitted.

5 MR. THOMPSON: Permission to publish, Your Honor.

6 THE COURT: Granted.

7 BY MR. THOMPSON:

8 Q. Okay. We'll start at the top here, Ms. Honer.

9 C-18 is a contract that's titled Summer Food  
10 Service Program Contract For Vended Meals.

11 A. That is correct.

12 Q. So what is it?

13 A. So this is -- this contract here, it is a template that  
14 me and my staff create and update each year based on USDA  
15 templates as well. But what this is is it is for the site  
16 or the sponsor to enter into a contract with a food vendor.

17 Q. And in this case the sponsor is Partners in Quality  
18 Care?

19 A. Yes.

20 Q. And what's Partners in Quality Care?

21 A. So Partners in Quality Care is Partners in Nutrition.  
22 Partners in Nutrition is the legal name, and they do  
23 business as Partners in Quality Care. But it is the same  
24 organization.

25 Q. I get the sense that people refer to them more often as

1 Partners in Nutrition or PIN; is that right?

2 A. I believe -- I refer to them as Partners in Nutrition  
3 more.

4 Q. And the vendor under this contract is Empire Cuisine &  
5 Market; is that right?

6 A. That is correct.

7 Q. And what's the address listed?

8 A. The address listed is 232 Marschall Road, Shakopee,  
9 Minnesota.

10 Q. And what's the site where Empire is agreeing to provide  
11 meals?

12 A. So this site is the Samaha Islamic Center at 214 Holmes  
13 Street South in Shakopee Minnesota.

14 Q. And how many meals is Empire agreeing -- what's the  
15 maximum amount of meals they're agreeing to provide each  
16 day?

17 A. The contract is listed for 200 breakfasts and 200  
18 lunches.

19 Q. And the term of the contract is April 14th to  
20 September 5th of 2020?

21 A. That is correct.

22 Q. I'm going to direct your attention to page 2 of  
23 Government Exhibit C-18, which provides more information  
24 about the types of meals that Empire was agreeing to provide  
25 at the Samaha Islamic Center site.

1 A. Yes.

2 Q. Could you describe that for the jury?

3 A. Sure. So under Number 4 of this contract is, A is the  
4 types of meals, so breakfast and lunch is checked, and then  
5 underneath that is the meal pattern. And so what is checked  
6 is the Summer Food Service Program meal pattern, and then  
7 the reference to the program regulations are there.

8 Q. Okay. And the meal pattern, remind us what a meal  
9 pattern is.

10 A. So a meal pattern are the five components, whole grain  
11 rich, meat, meat alternative, milk, fruit or veggie and must  
12 be within certain nutritional amounts and quantities in  
13 those areas.

14 Q. And then it says that they're checking the box for  
15 unitized meals.

16 A. That is correct.

17 Q. What's a unitized meal?

18 A. So, again, a unitized meal is that all of those food  
19 components in the proper measurements are provided in one  
20 container.

21 Q. I'm going to direct your attention to page 4 and part B  
22 here. It says the vendors will deliver meals as described,  
23 include times for each site, and what -- and then it says  
24 describe what kind of meals. Is that right?

25 A. That is correct, yep. B there, and then it appears that

1 the contract is that meals are to be served daily.

2 Q. Okay. And then the reimbursement amounts are provided  
3 below here?

4 A. That is correct, under Number 6.

5 Q. Okay. I'm going to direct your attention to page 7.  
6 And it's -- this is signed; is that right?

7 A. That is correct.

8 Q. Who has signed this vendor contract between Partners in  
9 Nutrition and Empire Cuisine & Market?

10 A. So Kara Lomen signed this contract on behalf of the  
11 sponsor. And Mohamed Ismail signed this contract on behalf  
12 of the vendor.

13 Q. And was there a second person whose name is listed on  
14 the contract for Empire Cuisine?

15 A. Yes.

16 Q. And who is that?

17 A. Abdiaziz Farah.

18 Q. And Mr. Ismail, how is he identified by title?

19 A. He is identified by title as the owner.

20 Q. Of Empire Cuisine & Market?

21 A. Of Empire Cuisine & Market, yes.

22 Q. And how about Mr. Abdiaziz Farah?

23 A. Mr. Abdiaziz is listed as the manager of Empire.

24 Q. Thank you.

25 Thanks, Ms. Honer. I know this is tedious, but I

1 want to go through this a little bit just so we all get  
2 grounded in how these documents look and then we'll move on  
3 from them.

4 A. Mm-hmm.

5 Q. This site, Samaha Islamic Center, continued in the  
6 program after April of 2020; is that right?

7 A. Yes, it did.

8 Q. Okay. That CLiCS, that initial application that we just  
9 looked at, C-17 was for April of 2020 and that alone.

10 A. Yes.

11 Q. Would an entity as -- as applied for a program at a  
12 certain time frame, if they want to continue after that  
13 date, how do they go about doing that?

14 A. Sure. So they would work with their sponsor, and the  
15 sponsor would submit additional site applications in the  
16 CLiCS technology.

17 Q. Okay. And I'm going to show you now another exhibit  
18 that's not been admitted, which is C-20.

19 And is C-20 a second application submitted on  
20 behalf of Samaha Islamic Center?

21 A. Yes, it appears so.

22 Q. Beginning in May of 2020?

23 A. That is correct.

24 MR. THOMPSON: Your Honor, I move to admit  
25 Government Exhibit C-20.

1 THE COURT: Any objection?

2 MR. IAN BIRRELL: No objection.

3 THE COURT: C-20 is admitted.

4 MR. THOMPSON: Permission to publish.

5 THE COURT: Granted.

6 BY MR. THOMPSON:

7 Q. This one looks the same at the top; is that right?

8 A. That is correct.

9 Q. Let's pull down here and highlight any differences here.  
10 Same site; is that right?

11 A. That is correct. I can tell by the site ID.

12 Q. Mind Foundry, Samaha Islamic Center?

13 A. That is correct.

14 Q. Same address?

15 A. It appears so, yes.

16 Q. And what's the date range of this contract, this  
17 application?

18 A. So this date range, the application was approved from  
19 May of 2020 to August of 2020.

20 Q. Same contact information for the sponsor, Kara Lomen?

21 A. Yes, it appears so.

22 Q. Now, the classification of the site, it had been a  
23 closed enrolled site. Does it change in this second  
24 contract in May of 2020?

25 A. Yes, it does. So it appears that it changed from a

1 closed enrolled to an open site.

2 Q. Direct your attention to page 2. The opening/closing  
3 date is May 1st of 2020 through September 6th; is that  
4 correct?

5 A. That is correct.

6 Q. Looks like the other information is the same in terms of  
7 the types of meals being provided; is that correct?

8 A. Under Number 7 and Number 8, it appears to be correct.  
9 And under Number 6 we can see that those additional months,  
10 the dates are entered in.

11 Q. It says, Number of operational days in which meals are  
12 served per month?

13 A. Correct.

14 Q. That's kind of a mouthful. What does that mean?

15 A. Sure. So this is -- is just that how many days in the  
16 month is that site going to be actually in operation.

17 Q. And there's a maximum daily participation cap?

18 A. That is correct.

19 Q. What's that?

20 A. That is the maximum number of meals that that  
21 application is approved for, which this one it appears it  
22 increases to 600.

23 Q. And I think it had been 200; is that correct?

24 A. 200 or 300. I don't remember.

25 Q. Go back and look. Go back to C-17 here. It was 300,

1 okay. So it had been 300 and it doubled to 600?

2 A. That is correct.

3 Q. All right. And, again, there's a catering contract.

4 There's a couple files attached to this one; is that right?

5 A. That is correct.

6 Q. And one of them's a catering contract, and the other one  
7 is an SFSP supplement.

8 A. Yes.

9 Q. And what are those?

10 A. So I'll start with the supplement on top. The Summer  
11 Food Service Program supplement is a form that MDE creates  
12 the template for, and we require this for any site that is  
13 brand new to the Summer Food Service Program. It is a list  
14 of check boxes of which the sponsor is notifying MDE how the  
15 site will operate.

16 Q. Okay. And I think we covered it, but at the beginning  
17 the site address stays the same; is that right?

18 A. It appears so, yes.

19 Q. And did that site address matter to MDE?

20 A. Yes, absolutely.

21 Q. Why absolutely?

22 A. So it matters because we need to know where the meal  
23 service is actually taking place. Again, not just for  
24 eligibility reasons, but also when we get to an open site,  
25 we publish this information for the community. And so this

1 is where children go to find where they can receive healthy,  
2 nutritious meals.

3 Q. Okay. All right. So these two contracts that are --  
4 are the supplement and the contract, I want to show you  
5 those. Those have actually been marked as Government  
6 Exhibits C-21 and C-22; is that right?

7 A. Um --

8 Q. I can show you on the screen here.

9 THE COURT: So no jury.

10 A. Yep, I see C-21 is the vended contract.

11 Q. And C-22?

12 A. And C-22 appears to be the Summer Food Service Program  
13 site supplement.

14 MR. THOMPSON: Your Honor, I would move to admit  
15 Government Exhibits C-21 and C-22.

16 THE COURT: Any objection?

17 MR. IAN BIRRELL: No objection.

18 THE COURT: C-21 and C-22 are admitted and may be  
19 published.

20 MR. THOMPSON: Thank you, Your Honor.

21 BY MR. THOMPSON:

22 Q. Ms. Honer, I'm going to start with Government  
23 Exhibit C-21, and that's the catering contract or the vendor  
24 contract for this second application starting in May of  
25 2020; is that right?

1 A. That is correct.

2 Q. It's actually -- it looks like it's the same contract as  
3 the April application; is that right?

4 A. It appears so.

5 Q. And that's between Partners in Quality Care, Partners in  
6 Nutrition and Empire Cuisine & Market?

7 A. That is correct.

8 Q. Although the site cap is increased, the contract calls  
9 for the same number of meals; is that correct?

10 A. That is correct.

11 Q. 200 a day?

12 A. Yes.

13 Q. Breakfast and lunch?

14 A. Yes.

15 Q. And, again, those are -- looking at page -- the bottom  
16 of page 2, those are unitized meals?

17 A. That is correct.

18 Q. In other words, meals like a sack lunch or whatever?

19 A. Mm-hmm.

20 Q. Okay. And again directing your attention to the bottom  
21 of page 7 of Government Exhibit C-21, that's signed by Kara  
22 Lomen on behalf of Partners in Nutrition.

23 A. That is correct.

24 Q. Mohamed Ismail as the owner of Empire Cuisine & Market?

25 A. That is correct.

1 Q. And also listed is Abdiaziz Farah as the manager of  
2 Empire Cuisine & Market?

3 A. That is correct.

4 Q. I'm going to show you C -- Government Exhibit C-22,  
5 which is that other -- that supplement that was attached to  
6 this May 2020 application; is that right?

7 A. Yes, that is correct.

8 Q. And what is -- what is this?

9 A. So what is highlighted is, again, just the instructions  
10 of the site supplement, and then there are spaces for the  
11 sponsor to fill out their name as the sponsor, their sponsor  
12 identification number and the name of the site.

13 Q. And it says, Site is Nonprofit. What does that mean?

14 A. That is correct. So it is the identification of that  
15 site for eligibility purposes.

16 Q. What do you mean by "for eligibility purposes"?

17 A. So in the Summer Food Service Program, sites must be  
18 nonprofit.

19 Q. So why is there a box for for-profit?

20 A. I believe that this is for certain childcare eligibility  
21 pieces with licensed childcare, but I don't actually know  
22 the exact reason for that.

23 Q. Like a licensed daycare?

24 A. Yeah. Probably more a childcare center, not in the  
25 home.

1 Q. All right. And then it says, Describe the plan for  
2 staffing this site. Indicate the number of staff and  
3 positions. And what's indicated?

4 A. So under Number 1, it is listed the Number 4-Empire  
5 Cuisine staff and the manager.

6 And then under Number 2, the site monitor is  
7 listed as Kara Lomen, who again is the executive director of  
8 Partners in Nutrition.

9 Q. Okay. And then there's a bunch of boxes that are  
10 checked.

11 A. That is correct.

12 Q. Preoperational visit will be conducted; site visit will  
13 be conducted within the first week of program operation; and  
14 a site review will be conducted within the first four weeks  
15 of program operation.

16 What does that -- what does that all mean?

17 A. Yeah. So these are requirements for brand-new sites  
18 operating the Summer Food Service Program. And so a sponsor  
19 of the Summer Food Service Program, of the sites, if it is  
20 new, there has to be a preoperational site visit. The  
21 sponsor is also required to provide monitoring of the sites  
22 in addition to the training and other administrative duties.

23 Q. Okay. And then Number 3 at the bottom of Government  
24 Exhibit C-22 says, Describe the system for serving meals to  
25 children.

1 A. Yes.

2 Q. What does it say?

3 A. So that first part, unitized meals, I think I've  
4 explained that before. Again, the meal and meal components  
5 and the proper measurements of that food is all together.

6 The point of service, this is a term that we use  
7 in child nutrition, but what it means is the point of  
8 service, so the point at which a meal is actually handed  
9 over to that child, that's the point of service. And what  
10 that's referring to is at that time is when meal counts will  
11 be taken.

12 Oh, and then the third part there, meal counts at  
13 distribution. So point of service meal counts at  
14 distribution I think is what that's supposed to say. And so  
15 it's indicating that meals are being distributed, and at the  
16 point the meal is being distributed is when the count will  
17 be taken.

18 Q. And by the count, what are you referring to?

19 A. So this is the count that the site and sponsor are  
20 required to collect the documentation of, and ultimately the  
21 count is the number of reimbursable meals that is submitted  
22 to the Department of Education.

23 Q. Moving down to page 2 of Government Exhibit C-22.

24 There's some additional information about how the  
25 meals will be distributed. First, Number 5, meals will be

1 delivered within one hour of meal service.

2 A. Yes.

3 Q. Is that right?

4 A. That is what is checked, yes.

5 Q. And then Number 6, How will the site handle meals that  
6 are left over after meal service?

7 A. Yes.

8 Q. It says, Leftover meals will be discarded or donated at  
9 the end of meal service.

10 A. That is correct, that's the one that is checked.

11 Q. What does that mean?

12 A. So this is in line with -- the Department of Education  
13 wants to know how leftover food will be handled, and so it  
14 gets into food safety. And so it appears that however these  
15 meals would be distributed, that the food would not be saved  
16 and so it would be discarded at the end of the meal service.

17 Q. So if you're the vendor and you bring a bunch of meals  
18 out, say 200, but 200 kids don't show up that day --

19 A. Correct.

20 Q. -- and you have leftover meals that you have to throw  
21 away --

22 A. Mm-hmm.

23 Q. -- how are you reimbursed?

24 A. So it's in terms of the contract. So there's a couple  
25 different pieces of the reimbursement. The Federal Child

1 Nutrition Program only reimburses for meals that were  
2 actually served to children. And on the contract we saw  
3 that, you know, there's I think 24-hour notice or something  
4 on the contract as well. And so the sponsor could still pay  
5 for those but would have to use other monies outside of the  
6 Federal Child Nutrition Programs.

7 Q. Okay. You can't get reimbursed by MDE or the USDA for  
8 meals that aren't actually served?

9 A. Absolutely not.

10 Q. And then finally it says the meals will be served  
11 indoors during periods of inclement weather.

12 A. That is correct.

13 Q. All right. So this contract we're just looking for ran  
14 from May 2020 to September 2020 --

15 A. Mm-hmm.

16 Q. -- for this particular site.

17 There's another contract that it picks up after in  
18 September of 2020; is that correct?

19 A. I believe so.

20 Q. And I'm going to show you now another exhibit that's not  
21 yet into evidence, Government Exhibit C-23.

22 Is this the contract or the application to  
23 continue in the program in September of 2020?

24 A. Yes, this appears to be the application, the site  
25 application to continue operations September of 2020 to

1 November of 2020.

2 MR. THOMPSON: Your Honor, I'd move to admit  
3 Government Exhibit C-23.

4 THE COURT: Any objection?

5 MR. IAN BIRRELL: No objection.

6 THE COURT: C-23 is admitted and may be published.

7 MR. THOMPSON: Thank you, Your Honor.

8 BY MR. THOMPSON:

9 Q. And again, Ms. Honer, at the top of Government  
10 Exhibit C-23 on page 1, it's the same site, Mind  
11 Foundry/Samaha Islamic Center; is that right?

12 A. Yes. And, again, I can see by the site ID.

13 Q. And the same address, 214 Holmes Street?

14 A. That is correct.

15 Q. And what's the date range of this application?

16 A. So the date range that this application was approved for  
17 is September 2020 through November of 2020.

18 Q. So fall of 2020?

19 A. Correct.

20 Q. Okay. And it looks like it remains an open site?

21 A. That is correct.

22 Q. Directing your attention down to page 2, they apply to  
23 increase the cap to 2,000 children a day; is that right?

24 A. That is correct.

25 Q. That's a significant increase?

1 A. Yes, it is.

2 Q. I think we were at 300, then 600, now 2,000?

3 A. That is correct.

4 Q. Is that the type of thing you were talking about  
5 earlier?

6 A. That is exactly the type of thing.

7 Q. One of the red flags?

8 A. Yes, one of the concerns I've had, yeah.

9 Q. And here there's a series of contracts that are attached  
10 to this one as well, correct?

11 A. That is correct.

12 Q. And looking here, it's 2,000 breakfasts and 2,000  
13 lunches served these days; is that right?

14 A. That is correct.

15 Q. Going back to page 2, number of days in which meals are  
16 served per month under this contract, the 2,000 breakfasts  
17 and 2,000 lunches?

18 A. Yes.

19 Q. Which days? How many days per month?

20 A. It appears that all of the days of the month for  
21 September, October, November and December have been applied  
22 for.

23 Q. Had you ever seen a site of this size prior to COVID?

24 A. I had personally not.

25 THE COURT: Mr. Thompson, when you are ready for a

1 break.

2 MR. THOMPSON: This is fine, Your Honor.

3 THE COURT: All right. Thank you.

4 We'll take our morning break. We'll come back at  
5 10:55, everyone.

6 Please rise for the jury.

7 **IN OPEN COURT**

8 **(JURY NOT PRESENT)**

9 THE COURT: 10:55. We're in recess.

10 (Recess taken at 10:36 a.m. till 10:55 a.m.)

11

12 **IN OPEN COURT**

13 **(JURY NOT PRESENT)**

14 THE COURT: You may all be seated.

15 We are out of the presence of the jury but on the  
16 record.

17 My understanding is that there's been an agreement  
18 to admit a number of exhibits.

19 Is that right, Mr. Thompson?

20 MR. THOMPSON: That's right, Your Honor. And I  
21 talked to Ms. Wegner, and she suggested it might make sense  
22 to do it outside the presence of the jury, which --

23 THE COURT: Particularly if they are not in  
24 consecutive order, that is correct.

25 MR. THOMPSON: Unfortunately they are not.

1 THE COURT: Okay.

2 MR. THOMPSON: And that is, as Agent Kary would  
3 tell you, my fault, not his. Okay. I'll go -- I'll start  
4 at the top.

5 C-1 through C-4.

6 C-6 through C-11.

7 C-13 through C-15.

8 C-24 through C-34.

9 C-36 through C-41.

10 C-43 through C-56.

11 C-58.

12 C-60 through C-82.

13 C-84 through C-91.

14 C-93 through C-102.

15 C-104 through C-109.

16 C-111 through C-119.

17 C-121 through C-133.

18 C-135 through C -- I'm sorry -- 135 through C-145.

19 Did you get that, Ms. Wegner?

20 COURTROOM DEPUTY: Yes.

21 MR. THOMPSON: C-147 through C-153.

22 C-155 through C-164.

23 C-166 through C-170.

24 C-172 through C-174.

25 C-176 through C-183.

1 C-185 through C-187.  
2 C-189 through C-194.  
3 C-196.  
4 C-198 through C-200.  
5 C-202 through C-204.  
6 C-206 through C-211.  
7 C-213 and C-214.  
8 C-216 through C-221.  
9 C-223 through C-228.  
10 C-230.  
11 C-232 through C-239.  
12 C-241.  
13 C-243.  
14 C-245 and 246.  
15 C-248 through C-253.  
16 C-255 through C-257.  
17 C-259 and C-260.  
18 C-262 and 263.  
19 C-265 and 266.  
20 C-268 and 269.  
21 C-271.  
22 C-273.  
23 C-275 and 276.  
24 C-278 and 279.  
25 C-281 and 282.

1 C-284.

2 C-286 through C-288.

3 C-290 and C-291.

4 C-293 through C-295.

5 C-297.

6 C-299 through C-301.

7 And C-580.

8 THE COURT: Any objection?

9 MR. GARVIS: What was the last one?

10 MR. THOMPSON: I'm sorry. C-580.

11 MR. GARVIS: One moment, Your Honor.

12 (Counsel confer off the record)

13 MR. THOMPSON: No objection?

14 MR. SCHLEICHER: No objection.

15 THE COURT: All right. Those exhibits are  
16 admitted.

17 At the end of the day I will ask you to convene  
18 with Ms. Wegner just to make sure that we have all the  
19 exhibits that have been admitted today.

20 And we will go get the jury. Thank you.

21 MR. THOMPSON: Thank you, Your Honor.

22 THE COURT: And they may all be published.

23 MR. THOMPSON: Thank you.

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**IN OPEN COURT**

**(JURY PRESENT)**

THE COURT: You may all be seated.

And, counsel, you may continue.

MR. THOMPSON: Thank you, Your Honor.

BY MR. THOMPSON:

Q. Good morning again, Ms. Honer.

A. Good morning.

Q. Are you hanging in there?

A. I am.

Q. All right. We left off on Government Exhibit C-23,  
which is the site application for Mind Foundry/Samaha  
Islamic Center; is that right?

A. That is correct.

Q. And this was the one starting in September of 2020.

A. Yes. And then it went to November of 2020.

Q. Okay. And there was one in April and one in May and  
this is the third one, correct?

A. That is correct.

Q. And the first two, what would the meal -- the caps in  
the amount of meals or amount of kids served?

A. Yes. I believe it was 300 and then 600.

Q. Okay. And this one starting in September of 2020, as I  
direct your attention to page 3 of the application,  
Government Exhibit C-23.

1 A. Yes.

2 Q. What is the estimated number of children served starting  
3 in September of 2020 at this site?

4 A. This application now increases the amounts to 2,000.

5 Q. And I believe you said that was an unprecedented number  
6 to you?

7 A. Yes.

8 Q. Okay. I'm going to show you now -- at the top of page 3  
9 here, there's -- as with the other applications, there were  
10 some contracts and agreements that were attached to this  
11 one; is that right?

12 A. That is correct.

13 Q. Okay. And it looks like two of them were the same.  
14 They're dated June 18th of 2020; is that right?

15 A. Yes. One is the site supplement and one appears to be  
16 the catering contract.

17 Q. And those are documents we looked at before the break?

18 A. That is correct.

19 Q. And then the third one here was uploaded on  
20 September 16th of 2020, and it's Empire contract.pdf; is  
21 that correct?

22 A. That is correct.

23 Q. And that has now been admitted as Government  
24 Exhibit C-24, so I'm going to put this up on the screen for  
25 both you and the jury. Okay?

1 A. Yes.

2 Q. This is Government Exhibit C-24, which -- well, why  
3 don't you describe it.

4 A. Sure. So this vended meal contract appears to be the  
5 base of the contract that we looked at before, but now  
6 appears to add two more sites to the contract.

7 Q. The dates are the same, it looks like it was just had  
8 handwritten edits; is that right?

9 A. That is correct, it appears to be handwritten edits.

10 Q. And the other sites are -- well, what are the other two  
11 sites that are listed along with Samaha Islamic Center?

12 A. So the other two sites listed, the second one is the  
13 Empire Cuisine & Market site, and then the third site is  
14 Winfield Townhomes.

15 Q. And although the application calls for 2,000 breakfast  
16 and 2,000 lunch to be served each day at the Samaha Islamic  
17 Center site, the contract is somewhat different; is that  
18 correct?

19 A. That is correct. It appears the contract remains at 200  
20 breakfasts and 200 lunches for the Samaha Islamic Center.

21 Q. Again, turning to page 4 of Government Exhibit 24, this  
22 contract, the meals, again, are going to be provided daily;  
23 is that correct?

24 A. Yes, it appears so under letter B.

25 Q. And, once again, this is signed by Kara Lomen on behalf

1 of Partners in Nutrition, Partners in Quality Care?

2 A. That is correct.

3 Q. And Mohamed Ismail and Abdiaziz Farah on behalf of  
4 Empire Cuisine & Market?

5 A. That is correct.

6 Q. All right. This contract we just talked about was  
7 September through December of 2020; is that correct?

8 A. I believe the application was approved for  
9 September 2020 to November of 2020, but the application  
10 itself had information with December.

11 Q. Okay. I'm going to show you now Government  
12 Exhibit C-25, which has been admitted, which is an  
13 application that picks off where that -- picks up where that  
14 last one left off; is that right?

15 A. It appears so, yes.

16 Q. I'll zoom in here. What have we got?

17 A. So, again, I'm seeing from the site ID that we are  
18 talking about the same site, Mind Foundry/Samaha Islamic  
19 Center. And I see the approval range is December 2020 to  
20 December 2020, which appears to be the next application  
21 after what we just saw.

22 Q. Okay. Same address there in Shakopee on Holmes Street?

23 A. Yes, it appears so.

24 Q. Again, an open site?

25 A. That is correct.

1 Q. And for December it talks about maximum participation at  
2 2,000 meals a day; is that right?

3 A. That is correct, for the 31 days in December.

4 Q. Okay. And as with the other one, there's a contract  
5 attached to this one; is that right?

6 A. That appears correct, yes.

7 Q. File name is Empire Updated Contract?

8 A. That is correct.

9 Q. Show you that, it's Government Exhibit C-26. And this  
10 is the contract that was submitted for December of 2020; is  
11 that right?

12 A. That is correct.

13 Q. Did you describe it? It looks similar to the ones we  
14 looked at before.

15 A. Yes. So this contract does appear to be the previous  
16 contract, the original contract, with the handwritten notes  
17 that we saw from the previous exhibit. And then this  
18 contract then has additional handwritten notes, appearing to  
19 increase the number of breakfasts and lunches.

20 Q. And so before the contract said 200 breakfast and lunch  
21 each day for Samaha Islamic Center. What does it say here?

22 A. Now it says 2,000 for breakfast and 2,000 for lunch.

23 Q. Okay. Turning to the second page, those are unitized  
24 meals again?

25 A. That is correct.

1 Q. And on page 4 does it indicate how often the meals will  
2 be distributed?

3 A. Yes. Under letter B it describes that meals will be  
4 provided daily.

5 Q. And I'm going to drop down to the signature page at  
6 page 7. It looks like there's some -- some old signatures  
7 and some new signatures. Could you describe that?

8 A. Sure. So I see the old signature of Kara Lomen signing  
9 for Partners in Quality Care or Partners in Nutrition. And  
10 I see next to the date of her signature, there appears to be  
11 two handwritten notes, one for September 6th of 2020 with  
12 her initials and another for December 4th, 2020, with her  
13 initials.

14 And then under the Mohamed Ismail signature date,  
15 I see a handwritten note. It appears to be September 6th of  
16 2020, with his initials.

17 And then at the very bottom of this page, I see  
18 another signature with a date of December 4th, 2020, and it  
19 appears to be Abdiaziz's signature.

20 Q. All right. So this is December 2020. This is a  
21 one-month contract and application, correct?

22 A. It appears that the contract was updated for that one  
23 month, yes.

24 Q. I'm going to direct your attention to C-27, which is  
25 again another application on behalf of this site; is that

1 right?

2 A. That is correct.

3 Q. And this is again the Summer Food Service Program?

4 A. That is correct.

5 Q. And what's the date range for this new application at  
6 Government Exhibit C-27?

7 A. So this appears to be the same exact site, again by the  
8 name and site ID number, same address. This time the  
9 approval range is January of 2021 to April of 2021.

10 Q. Again, an open site?

11 A. Again, an open site, yes.

12 Q. Sponsored by Partners in Nutrition?

13 A. That is correct.

14 Q. At page 2 is the information about the number of days in  
15 which the site will be operating?

16 A. Yes. So the information here, we see the opening and  
17 closing dates have been updated to September 1st, 2020, to  
18 April 30th of 2021.

19 We see under Number 5 the maximum daily  
20 participation is now at 2,000 -- or remained at 2,000, I  
21 believe.

22 And then under Number 6 we see the additional  
23 months of January, February, March and April have what  
24 appears to be all of their days of the month listed.

25 Q. And what does that indicate?

1 A. That indicates to me that the meals are to be served  
2 daily, so there is a meal operation every day of that month.

3 Q. Okay. And on page 3 of Government Exhibit C-27, does it  
4 indicate the estimated number of children that will be  
5 served at that site?

6 A. Yes, it does. So under Number 10 it appears that the  
7 total estimated children are 2,000 for breakfast and 2,000  
8 for lunch to receive a meal.

9 Q. Okay. And once again, there's contracts that are  
10 uploaded into the site?

11 A. That is correct. And it appears that there is now a new  
12 contract.

13 Q. And that's labeled Samaha SFSP new.pdf?

14 A. That is correct.

15 Q. I'm going to show you that document, which has been  
16 admitted as Government Exhibit C-28.

17 And do you see C-28 on the screen?

18 A. Yes, I do.

19 Q. And this is another Summer Food Service Program contract  
20 for vended meals?

21 A. It is.

22 Q. Again, between Partners in Nutrition or Partners in  
23 Quality Care and Empire Cuisine & Market?

24 A. That is correct.

25 Q. And what site is Empire agreeing to provide meals for?

1 A. So this is the site, the Samaha Islamic Center at  
2 214 Holmes Street in Shakopee.

3 Q. Okay. And does it indicate the number of meals that  
4 they are agreeing to provide?

5 A. Yes. It indicates -- it appears to be 1250 breakfasts  
6 and 1250 lunches.

7 Q. And the contract here runs from January 1st, 2021,  
8 through December 31st, 2021; is that right?

9 A. That is correct.

10 Q. Now here, this one, the bottom of the second page --  
11 well, let me stop here.

12 It has some information about meals, Number 4; is  
13 that right?

14 A. Yes, that is correct.

15 Q. All right. So first it says, Vendor will provide the  
16 types of meals indicated below?

17 A. Yes, that is correct.

18 Q. That is before, breakfast and lunch?

19 A. Yes, correct.

20 Q. And then it says the vendor will provide meals that meet  
21 the Summer Food Service Food Program meal pattern?

22 A. That is correct.

23 Q. And that's those components that we've discussed?

24 A. Yes, those components. And, again, with each program  
25 there is specific measurements and nutritional quality in

1 those components.

2 Q. By measurements, do you mean amount of food?

3 A. That is correct.

4 Q. And then down below, the prior contract said unitized  
5 meals. This one says nonunitized/bulk?

6 A. Yes.

7 Q. And can you read what it says there?

8 A. Yes. Under the checked box, it -- or under the box that  
9 is checked it says, "Nonunitized/Bulk. Vendor will provide  
10 nonunitized bulk quantities for SFSP with instructions on  
11 the planned portion size for each food component. MDE  
12 approval of sponsor's SFSP application is approval of a  
13 waiver from the SFSP requirement to provide unitized meals."

14 Q. Okay. So what does that mean?

15 A. So what that means and refers to is earlier this morning  
16 when I was talking about waivers and parent pickup and home  
17 delivery and the bundling of meals, in the Summer Food  
18 Service Program unitized meals are required. And so in  
19 order to provide bundling of meals, the USDA allowed a  
20 flexibility for bulk meals but must include instructions on  
21 unitization.

22 Q. What do you mean by instructions -- first off, you said  
23 bulk meals.

24 A. Mm-hmm.

25 Q. What do you mean by -- what do you mean by bulk meals?

1 A. So what I mean by that is multiple day's worth of meals  
2 being served to a child at one time.

3 Q. And you said they have to provide instructions?

4 A. Yes.

5 Q. Can you describe that?

6 A. Yes. So at the heart of these programs, it is minimal  
7 preparation, right? We are providing healthy, nutritious  
8 meals to children. So what that means is the child, again,  
9 is not expected to know how much of each food component, so  
10 those instructions need to tell the children to take, for  
11 example, three meatballs go with each meal, or one apple per  
12 meal.

13 Q. What about preparation? Are these ingredients or -- I  
14 know it's not unitized. How bulk can it be? Groceries?

15 A. So the guidance is minimal preparation, and it is within  
16 what is reasonable for that child to be able to prepare. So  
17 me and my staff, we would recommend, you know, possibly  
18 heating up in the microwave at max.

19 Q. I'm going to turn to page 4, and it talks about how the  
20 meals are to be delivered. What does it say there?

21 A. Yes. Under letter B it states that the vendor -- vendor  
22 deliver meals daily.

23 Q. And this contract at page 7, who signed it?

24 A. So under the sponsor's signature, this appears again to  
25 be Kara Lomen, the executive director of Partners in

1 Nutrition or Partners in Quality Care. And under the vendor  
2 of Empire Cuisine & Market, it appears to be Mohamed Ismail,  
3 the owner.

4 Q. And then on page 8 there's a portion that's titled  
5 Independent Price Determination Certificate. What is that?

6 A. Yes. So this is to indicate, along with proper  
7 procurement, that a price was determined without, you know,  
8 basically working together or negotiating.

9 Q. I think it says here, "The prices in this offer have  
10 been arrived at independently without consultation,  
11 communication or agreement for the purpose of restricting"  
12 communication -- or "competition."

13 A. Yes. So all vended meal contracts must be procured in  
14 an open and competitive manner.

15 Q. Getting bids or offers?

16 A. That is correct.

17 Q. And who signed the certificate affirming that the price  
18 was independently determined?

19 A. So there are two signatures. The first appears to be  
20 Mohamed Ismail, the owner of Empire Cuisine & Market. The  
21 second signature is Kara Lomen, who is the executive  
22 director of Partners in Nutrition, Partners in Quality Care.

23 Q. And then on page 11 there's a certification regarding  
24 lobbying. Do you know what that is?

25 A. Yes. So if certain contracts are over a certain

1 threshold, there must be a lobbying disclosure, which there  
2 are certain restrictions, of course, around that with  
3 federal dollars.

4 Q. Okay. And who signed on behalf of Empire Cuisine for  
5 this lobbying certification?

6 A. It appears to be Abdiaziz Farah, and then listed as the  
7 owner.

8 Q. Thank you.

9 We're looking at C-28. Going back to C-27. This  
10 contract that -- or this application that we just looked at  
11 was for the summer food school program from January '21 to  
12 April 2021; is that correct?

13 A. That is correct.

14 Q. Now I'm going to show you C-29, Government Exhibit C-29,  
15 which is another application for the Summer Food Service  
16 Program on behalf of that same site; is that right?

17 A. That is correct.

18 Q. And when does this one pick up?

19 A. So this one picks up June 20 of '21 to March of 2022.

20 Q. Okay. Same -- same site, same sponsor?

21 A. Yes. Based on the site ID and name, same site, same --  
22 same site name and same sponsor.

23 Q. And directing your attention to page 2, same daily cap,  
24 2,000?

25 A. Yes, it appears so.

1 Q. Who is the vendor on this contract?

2 A. The vendor on this contract is also Empire Cuisine &  
3 Market.

4 Q. And there's a -- directing your attention to the top of  
5 page 3, there's also a contract, a new contract related to  
6 this application; is that correct?

7 A. Yes, that is correct. It's titled Empire SFSP 2022.

8 Q. And that's been admitted as Government Exhibit C-30.

9 This is that new contract; is that right?

10 A. That is correct.

11 Q. And it's brightly colored this time.

12 A. Yes.

13 Q. But otherwise similar?

14 A. Yes. It appears similar, yes.

15 Q. Partners in Quality Care and Empire Cuisine & Market are  
16 the parties to the contract?

17 A. That is correct.

18 Q. And, again, it's a vendor contract?

19 A. Yes, for the Summer Food Service Program.

20 Q. What's the date range for this contract?

21 A. So the date range is June 12th, 2021, to September 7th  
22 of 2021.

23 Q. So the summer of 2021?

24 A. That is correct.

25 Q. And then directing your attention to the -- to the

1 second page, the meals to be provided once again are  
2 breakfast and lunch?

3 A. That is correct.

4 Q. Following the Summer Food Service Program meal pattern?

5 A. That is correct.

6 Q. And in the summer of 2021 was Empire to be providing  
7 unitized or nonunitized meals?

8 A. The checked box is under unitized meals.

9 Q. And then directing your attention to page 7 of  
10 Government Exhibit C-30, which is the signature page; is  
11 that right?

12 A. That is correct.

13 Q. And what -- who signed this on behalf of the vendor?

14 A. On behalf of the vendor it appears Abdiaziz signed that  
15 as the manager, but it is missing the printed name.

16 Q. So is that Abdiaziz or Abdimajid? Can you read that?

17 A. Oh, I'm sorry. Abdimajid.

18 Q. And do you know Abdimajid?

19 A. I do not.

20 Q. I'm going to turn to the end of this contract,  
21 specifically page 12 and 13 of this document. What's on  
22 page 12 here?

23 A. So on page 12 it appears to be a listing of site names  
24 and their site address for sites that appear to be served by  
25 Empire Cuisine & Market for the Summer Food Service Program

1 in the program year 2022.

2 Q. Okay. And on page 13, the one we were talking about,  
3 Samaha Islamic Center is listed; is that right?

4 A. That is correct.

5 Q. And it says breakfast and lunch to 2,000 kids?

6 A. That is correct.

7 Q. There's a bunch more sites listed though; is that right?

8 A. Yes.

9 Q. First off, Albright Townhomes?

10 A. That is correct.

11 Q. And what city is that located in?

12 A. In Minneapolis, Minnesota.

13 Q. And how many kids does Empire Cuisine purport to be  
14 serving breakfast and lunch to?

15 A. It appears to be 500 breakfasts and lunches.

16 Q. Okay. And then there's the Al-Ihsan Islamic Center in  
17 St. Paul?

18 A. Yes. So that appears to be located in St. Paul, and  
19 with 2,000 breakfasts and 2,000 lunches.

20 Q. The summer of 2022.

21 A. It's actually the summer of 2021. The Summer Food  
22 Program year is titled '22, but is the summer before.

23 Q. It's the fiscal year?

24 A. Correct.

25 Q. Okay. So the contract is June 2021 to September 2021?

1 A. Correct.

2 Q. Okay. The third site listed here, As-Sunnah Islamic  
3 Center, which is in St. Paul; is that right?

4 A. Yep, that is correct.

5 Q. And how many kids does Empire state it's going to be  
6 serving breakfast and lunch to each day?

7 A. 2,000.

8 Q. Autumn Holdings?

9 A. Yes, that appears to be located in Faribault, Minnesota,  
10 and with 500 breakfasts and lunches.

11 Q. There's a site called Cedar Run in Owatonna, Minnesota;  
12 is that right?

13 A. That is correct.

14 Q. How many breakfasts and lunches?

15 A. 500 breakfasts and lunches.

16 Q. Clifton Townhomes in Shakopee, Minnesota?

17 A. Yes, that is correct, with 500 breakfasts and lunches.

18 Q. Crossings at Valley View, which is in -- has an address  
19 listed in Bloomington, Minnesota; is that right?

20 A. That is correct, with 300 breakfasts and lunches.

21 Q. Currie Park?

22 A. That is correct, located in Minneapolis, Minnesota, and  
23 with 1200 breakfasts and lunches.

24 Q. Four Seasons Apartment in Faribault, Minnesota?

25 A. That is correct, with 500 breakfasts and lunches.

1 Q. And that was page 12. I'm turning to page 13,  
2 Government Exhibit C-30.

3 There's a bunch more listed; is that right?

4 A. That is correct.

5 Q. The first one listed here is Heather Court in Owatonna?

6 A. That is correct, with 500 breakfasts and lunches.

7 Q. And then another one here in Owatonna called Parkview  
8 Heights?

9 A. Yep.

10 Q. How many?

11 A. Yes, 500 breakfasts and lunches.

12 Q. We talked about Samaha, but moving down, Tot Park in  
13 Circle Pines, Minnesota?

14 A. Yes, and listed is 1,000 breakfasts and lunches.

15 Q. Winfield Townhomes in Savage, Minnesota?

16 A. Yes, with 500 breakfasts and lunches.

17 Q. And Woodbridge Apartments in Owatonna.

18 A. Yes, with 500 breakfasts and lunches.

19 Q. Seems like a lot.

20 A. That does seem like a lot.

21 MR. SCHLEICHER: Objection, Your Honor.

22 THE COURT: Sustained. I'll strike that from the  
23 record. The jury will disregard.

24 BY MR. THOMPSON:

25 Q. That was the summer of 2021?

1 A. That is correct.

2 Q. Empire continued in the program in the fall of 2021; is  
3 that correct?

4 A. I believe so, yes.

5 Q. I'm going to show you Government Exhibit C-31. Is this  
6 a contract that picks up -- just a second here. Now, this  
7 is a different -- this is actually a different contract.  
8 This is a different program; is that right?

9 A. Yes. So this is the Child and Adult Care Food Program,  
10 and it -- so the Child and Adult Care Food Program, again,  
11 runs within the school year for at-risk.

12 Q. And the ones we were looking at before, all those  
13 applications and contracts, what program were they, did they  
14 relate to?

15 A. That was related to the Summer Food Service Program.

16 Q. And so this is a different program. This application  
17 relates to a different program; is that right?

18 A. That is correct. To the Child and Adult Care Food  
19 Program.

20 Q. That's essentially what I call the After-School Program;  
21 is that right?

22 A. Yes.

23 Q. And what's the time frame of this application to  
24 participate in the After-School Program?

25 A. So the approval range, the months are January of 2021

1 through September of 2021.

2 Q. Is this the same site?

3 A. This is the same site, same site ID number, name and  
4 same sponsor.

5 Q. Okay. Now, this application looks a little different  
6 because it's a different program; is that right?

7 A. Yes. So these site applications in CLiCS have different  
8 eligibility components based on the programs. So the site  
9 applications do look slightly different.

10 Q. So here the additional information on the first page --  
11 first off it starts with Type of Center.

12 A. Yes.

13 Q. Could you explain what we see here?

14 A. Yes. So type of center is looking for the childcare  
15 center that is in operation where meals are going to be  
16 served along with. And this indication on this application  
17 is it is a nonprofit center.

18 Q. The center being where the site is located?

19 A. Where the site is located and who is operating it. So  
20 in this case I believe it was Mind Foundry.

21 Q. And then classification of site -- well, first off, is  
22 that significant, the type of center, public, nonprofit,  
23 for-profit?

24 A. Yes, because it shows our MDE staff like how to approve  
25 the application or not approve the application.

1 Q. And the nonprofit, I think we described earlier, Mind  
2 Foundry purported to be an educational entity, correct?

3 A. That's what I understood them to be, yes.

4 Q. What about a public center, what would that be?

5 A. Public would be -- an example would be a public school  
6 district.

7 Q. How about for-profit?

8 A. For-profit would be a -- like a childcare center, like  
9 your ABC Childcare Center on the corner.

10 Q. All right. This one is a nonprofit.

11 A. That's correct.

12 Q. The classification of site, there's several options  
13 there. Can you take us through what we have here? It says  
14 at-risk center.

15 A. Yes. So under the Child and Adult Care Food Program, I  
16 believe I mentioned yesterday there's a few subsets of  
17 programs underneath that. And so that's what we see here on  
18 Number 2.

19 So you can operate the Child and Adult Care Food  
20 Program as a childcare center, which would be licensed by  
21 DHS. You can operate that program as an adult daycare  
22 center, again licensed under DHS. And the third box here  
23 that is checked is an at-risk center, which doesn't  
24 necessarily have to be licensed, but is then indicating  
25 operation of the at-risk component of the Child and Adult

1 Care Food Program.

2 Q. Okay. Needy kids?

3 A. Yes.

4 Q. And I'm turning your attention to page 2 of Government  
5 Exhibit 31. This is the After-School Program, Child and  
6 Adult Care Food Program application for January through  
7 September of 2021, correct?

8 A. That is correct.

9 Q. For Samaha Islamic Center?

10 A. That is correct.

11 Q. What's the estimated daily enrollment for this site?

12 A. So the estimated daily enrollment under Number 6 of this  
13 application is 2500.

14 Q. Okay. And there is a -- it says there's a contract for  
15 vended meals with a nonschool vendor; is that right?

16 A. That is correct.

17 Q. And is the vendor contract attached, or was it submitted  
18 along with this application?

19 A. It appears that it was submitted along with the  
20 application or not too long after the application, as it has  
21 a date of February 24th, 2021.

22 Q. And I'm going to show you now that contract, which has  
23 been admitted as Government Exhibit C-32. And this is  
24 another vendor contract, right?

25 A. That is correct.

1 Q. But it's slightly different because it's a different  
2 program?

3 A. That is correct. This is the Child and Adult Care Food  
4 Program.

5 Q. Okay. And who is the contract between?

6 A. So this contract appears to be between Mind Foundry  
7 Learning Foundation and the Empire Cuisine & Market as the  
8 vendor.

9 Q. So the other contracts we saw were between Partners in  
10 Nutrition, Partners in Quality Care and Empire.

11 A. Mm-hmm.

12 Q. This one is not, it's with Mind Foundry, which is  
13 related to the site; is that right?

14 A. That is correct.

15 Q. Could you explain that difference to us?

16 A. Sure. So in the Summer Food Service Program, it is the  
17 sponsor that is required to have the contract, and so that's  
18 where we see the sponsor and the vendor having that  
19 agreement.

20 In the Child and Adult Care Food Program,  
21 especially sites of unaffiliated, along with their sponsor,  
22 the sponsor does not have to take on the responsibility of  
23 that contract, especially if they provide funds, so we see  
24 here that the nonprofit operating the site has a contract  
25 with the vendor.

1 Q. And does that affect the payment structure under the  
2 program?

3 A. It does not affect the reimbursement or the meal counts,  
4 and the payment structure of this contract should remain of  
5 how many meals are provided is how many meals are paid for.

6 Q. Okay. And it says the vendor -- under the contract the  
7 vendor will provide meals according to Table 1 delivery  
8 schedule; is that right?

9 A. Yes, that is correct.

10 Q. Okay. And we'll come back to that. But before I do,  
11 this is another -- here it's clicked bulk quantities as  
12 opposed to unitized meals; is that right?

13 A. Yes.

14 Q. Could you read what it says, the box that's checked?

15 A. Yes. So the box that is checked is, "Bulk quantities  
16 accompanied by written instructions on planned portion size  
17 and number of portions contained in each bulk container of  
18 each food component to meet meal requirements. In addition,  
19 vendor will provide appropriate scoop, spoodle or ladle  
20 equal to the planned portion size for assurance of proper  
21 serving size."

22 Q. What's a spoodle?

23 A. It's a fun, fun little utensil.

24 Q. Okay. What -- explain to me this, so these are bulk  
25 quantities. What does that mean here?

1 A. Yes. So I would explain this as the example of what  
2 most of us probably are familiar with with catering, and so  
3 when a catering company is catering an event and has like a  
4 buffet table, and so it would be a tray of food. And then  
5 where we get into the scoop, spoodle, that is where whatever  
6 is used to dish that food must be the appropriate  
7 measurement to meet the meal pattern.

8 Q. So when you scoop or maybe spoodle an amount onto the  
9 kid's plate, it's the appropriate amount?

10 A. That is correct.

11 Q. And that's per the meal patterns?

12 A. That is correct.

13 Q. Okay. And this -- who are the signatories on this  
14 contract?

15 A. So the signatures on this contract for Mind Foundry,  
16 which is listed as the center, is Mahad Ibrahim. And the  
17 vendor name for Empire Cuisine & Market is signed, it  
18 appears to be Mohamed Ismail.

19 Q. And we talked at the beginning, it said the vendor will  
20 deliver meals pursuant to the table.

21 A. Yes.

22 Q. Is page 12 of Government Exhibit C-32 the table attached  
23 to this contract?

24 A. Yes, that is correct.

25 Q. And we're talking here -- the site we've been talking

1 about is the Samaha Islamic Center still, correct?

2 A. That is correct.

3 Q. And what does it indicate in terms of what kind of meals  
4 Empire is going to be delivering to this site?

5 A. So this appears to be the types of meals would be supper  
6 at 2,000 suppers and 2,000 snacks. And it appears that that  
7 is all of the days of the week.

8 Q. So in the middle here where it says S, M, T, W, Th, F,  
9 S?

10 A. Yes, that is correct. Those indicate the days of the  
11 week.

12 Q. Okay. And then on the far right, does it say when the  
13 snack and supper will be delivered daily?

14 A. Yes. It says that it will be delivered daily at  
15 2:00 p.m.

16 Q. And that's with -- complete with the spoodle?

17 A. With the spoodle, yes.

18 Q. This contract isn't limited to just this one site we've  
19 been talking about, the Samaha Islamic Center, is it?

20 A. That is correct.

21 Q. There's other sites that are listed here; is that right?

22 A. That is correct.

23 Q. I'm going to take you through from the top. The first  
24 one listed is a site in Shakopee -- another site in Shakopee  
25 called the Clifton Townhomes; is that right?

1 A. That is correct.

2 Q. And what does the contract indicate Empire Cuisine &  
3 Market will be doing?

4 A. So it indicates that Empire will be providing snack of  
5 600 snacks and 600 suppers served daily at 5:30 p.m. all of  
6 the days of the week.

7 Q. There's also a site in St. Paul called As-Sunnah. I  
8 think we saw that one before; is that right?

9 A. Yes, I believe so.

10 Q. And what does it indicate Empire is doing in this time  
11 frame?

12 A. So this contract indicates that Empire will provide  
13 2,000 suppers and 2,000 snacks served daily at noon or  
14 12:00 p.m., all of the days of the week.

15 Q. And there's two more that talk about weekly  
16 distribution; is that right?

17 A. That is correct.

18 Q. One's the Four Seasons Apartment in Faribault,  
19 Minnesota?

20 A. Yes.

21 Q. And what does it say in terms of the distribution here  
22 on the right?

23 A. So the distribution here, it appears that Empire will  
24 serve 500 suppers and 500 snacks with weekly distribution on  
25 Saturday at noon.

1 Q. Okay. And then finally there's another one in  
2 Faribault, Lifestyle Inc. Apartments?

3 A. That is correct.

4 Q. Another weekly distribution on Saturdays?

5 A. That appears correct.

6 Q. At 2:00?

7 A. Yes.

8 Q. And what does is distribution and quantities that day?

9 A. It appears to be 500 suppers and 500 snacks.

10 Q. I want to go back here on this table to the site we've  
11 been talking about here this morning, which is the Samaha  
12 Islamic Center. Again, 2,000 suppers and snacks each day at  
13 2:00 p.m.

14 Now, the other applications that we looked for  
15 and, in fact, looked at and the other contracts for Empire  
16 to vend meals for this site talked about breakfast and  
17 lunch; is that right?

18 A. That is correct.

19 Q. And this one is supper and snack.

20 A. Yes.

21 Q. Can you -- what's going on here?

22 A. So what I think is happening here with the --

23 MR. GOETZ: Objection. Speculation. Foundation.

24 THE COURT: Overruled. You may answer.

25 THE WITNESS: So with the timing of this contract

1 of, again, where it was approved for, the CACFP At-Risk  
2 Program operates along with the School Nutrition Program but  
3 after school. So initially during COVID with the waivers,  
4 the CACFP At-Risk Program could serve breakfast and lunch.  
5 And as we move into this school year, now supper and snacks  
6 must be served.

7 BY MR. THOMPSON:

8 Q. So Empire was providing breakfast, lunch, supper and a  
9 snack at the Samaha Islamic Center?

10 MR. GOETZ: Objection. Leading, Your Honor.

11 THE COURT: It's summary. I'll allow it.

12 You may answer.

13 THE WITNESS: So it appears that that site had  
14 operated all different meal types at some point during their  
15 operation.

16 BY MR. THOMPSON:

17 Q. Okay. All right. I want to take you back to the first  
18 exhibit we talked about, which was C-17, which is that  
19 initial application for this site; is that right?

20 A. Yes, that is correct.

21 Q. In April 2020. In this exhibit, if we page down to  
22 page 4, also has the claim information; is that right?

23 A. Yes, this is the claim information.

24 Q. Okay. And I'm going to make sure we turn to page 24.

25 And we haven't looked at this type of document before, so

1 we're going to take it one step at a time.

2 A. Mm-hmm.

3 Q. Page 24 here, it's -- it's another CLiCS form; is that  
4 right?

5 A. That is correct.

6 Q. And it says in the right here, Claims SFSP noncamp claim  
7 maintenance.

8 A. That is correct.

9 Q. What does that mean?

10 A. So this is the claim information screen. Similar to the  
11 site maintenance for applications, we can look back at the  
12 site -- I'm sorry, the maintenance screen for claims. And  
13 this indicates by SFSP noncamp that this is the Summer Food  
14 Service Program, and the site is not a camp.

15 Q. Okay. And down below there's a section called Meals  
16 Information?

17 A. That is correct.

18 Q. And what is that?

19 A. So meals information on the claim is where the sponsor  
20 is going to input the, as you can see here, the number of  
21 days served and then the total reimbursable meals served.

22 Q. Okay. So on this 12-day period -- this is for April of  
23 2020; is that right?

24 A. Yes, it is.

25 Q. And that's the first month where Samaha was in the

1 program?

2 A. That is correct.

3 Q. And they participated for 12 days in that month?

4 A. It appears so, yes.

5 Q. And the total amount of reimbursable meals served during  
6 those 12 days?

7 A. Was 2728 meals.

8 Q. And the math, it's like 200 some kids a day, meals a  
9 day?

10 A. About that, yes.

11 Q. And then page 25 is a similar form for the next month,  
12 May of 2020; is that right?

13 A. That appears correct.

14 Q. The number has gone up from 2700 meals to --

15 A. To 9,180 meals for the month of May.

16 Q. Both breakfast and lunch?

17 A. Yes, correct.

18 Q. It's like around 300 a day?

19 A. Yes, correct.

20 Q. I didn't tell you there would be a math portion of the  
21 proceedings here.

22 All right. June 2022 is available at C-17 at  
23 page 26; is that right?

24 A. That is correct.

25 Q. And then the number goes up, continues to go up in June

1 of 2020; is that right?

2 A. That is correct. To 15,750 meals submitted for  
3 reimbursement in the month of June 2020.

4 Q. And these keep going month after month; is that right?  
5 July 2020?

6 A. That is correct.

7 Q. August 2020 is available at page 29?

8 A. Mm-hmm, correct.

9 Q. August 2020?

10 A. That is correct, same site.

11 Q. September 2020?

12 A. That is correct.

13 Q. Okay. And then the numbers -- you get to 2021, they go  
14 up quite considerably; is that right?

15 A. Yes, they do, to 35,000 in the month of February.

16 Q. This is February 2021. So 35,000 meals, 28 days, that's  
17 over, what, a thousand a day?

18 A. Yes.

19 Q. Of each breakfast and lunch?

20 A. Yes.

21 Q. Then March of 2021?

22 A. In March of 2021, 62,000 meals -- 62,000 breakfasts and  
23 62,000 lunches were submitted for reimbursement.

24 Q. Divided by 31. I think that's 2,000 of each a day?

25 A. I believe so, yes.

1 Q. And so this is the actual claims information here? I  
2 just want to be clear what these documents are.

3 A. Yes, these are the claims that were actually submitted  
4 for reimbursable meals.

5 Q. So the others documents that we looked at were the  
6 applications to participate?

7 A. That is correct.

8 Q. And then the contracts under those applications?

9 A. That is correct.

10 Q. This is the actual claims that were submitted for  
11 reimbursement?

12 A. That is correct.

13 Q. To MDE?

14 A. Yes.

15 Q. And who submits these?

16 A. The sponsor submits these. So in this case it is  
17 Partners in Nutrition.

18 Q. So April 2021?

19 A. Yes.

20 Q. 60,000 of each?

21 A. 60,000 of each breakfast and lunch in April of 2021.

22 Q. 2,000 a day?

23 A. That is correct.

24 Q. July we're down to 14 days. 21,000 meals of each?

25 A. That is correct.

1 Q. August, 46,000 of each?

2 A. Yep, just over 46,000 breakfasts and lunches.

3 Q. Okay. Now, that was -- these are the Summer Food  
4 Service Program claims; is that right?

5 A. That is correct.

6 Q. We looked at -- before there was -- Samaha also  
7 participated, along with Empire, in the Child and Adult Care  
8 Food Program?

9 A. That is correct.

10 Q. The After-School Program?

11 A. Yes.

12 Q. There were claims related to that as well. I direct  
13 your attention to page 4 of Government Exhibit C-17. So  
14 this is January 2021, correct?

15 A. That is correct.

16 Q. And what claims are indicated here or have been  
17 submitted through this page?

18 A. So we see towards the bottom of this screenshot of  
19 at-risk, after-school care meal service. So that's where  
20 the numbers are, that's where the claim is at.

21 And we see that 14,910 after-school snacks and  
22 14,910 at-risk suppers were claimed for reimbursement for  
23 the month of January of 2021.

24 Q. Okay. And that's for the month of January 2021?

25 A. That is correct.

1 Q. Page 6 of Government Exhibit C-17 has the CACFP claims  
2 for February of 2021?

3 A. That is correct.

4 Q. And what do we see here?

5 A. We see here under the at-risk, after-school care meal  
6 service, we see 14,000 snacks and 14,000 suppers were  
7 claimed for reimbursement.

8 Q. For -- and the number of days served?

9 A. Was 28 days of February, with an average daily  
10 attendance of 500.

11 Q. Did the math for you on this one.

12 A. It did.

13 Q. Okay. Page 8 of Government Exhibit C-17.

14 A. Yes.

15 Q. This is March of 2021?

16 A. Yes, that is correct.

17 Q. What kind of claims did Partners in Nutrition submit on  
18 behalf of the Mind Foundry/Samaha Islamic Center site in  
19 March of 2021?

20 A. So the claims that were submitted in March of 2021 were  
21 31,000 at-risk, after-school snacks and 31,000 at-risk  
22 suppers.

23 Q. One second here. We're in March here.

24 So that's -- I'm sorry, now we're looking at  
25 page 8. Did we do this one, page 8, the March one?

1 A. Yes, I believe we did.

2 Q. So this is 1,000 --

3 A. 1,000 average daily attendance, so 1,000 children for  
4 31 days of March. And, again, 31,000 after-school snacks  
5 and 31,000 at-risk suppers were claimed for reimbursement.

6 Q. March of 2021 at Samaha Islamic Center?

7 A. That is correct.

8 Q. And we talked about how this was under both the Child  
9 and Adult Food Program and the Summer Food Program, right?

10 A. Yes.

11 Q. So this is -- this is the After-School Program?

12 A. Yes, this is the Child and Adult Care Food Program,  
13 After-School/At-Risk Program.

14 Q. 31 days, 1,000 kids a day, snack and supper?

15 A. That is correct.

16 Q. And then I'm looking here on the -- all right. So we  
17 got -- I have them compared here. So this is -- the one we  
18 just looked at here on the left of the screen is March 2021.

19 A. Mm-hmm, yes.

20 Q. For the After-School Program. And then on the right  
21 here -- see if I can find it here. All right.

22 Are the claims submitted on behalf of the site for  
23 the Summer Food Program in March of 2021; is that right?

24 A. That is correct.

25 Q. It doesn't want me to zoom. Anyway.

1 All right. So can you describe just wholesale  
2 what the Samaha Islamic Center site that was vended by  
3 Empire Cuisine was claiming in March of 2021?

4 A. Yes. So based on these two claims, the Samaha Islamic  
5 Center claimed for March of 2021, 62,000 breakfasts, 62,000  
6 lunches, 31,000 snacks and 31,000 suppers.

7 Q. Similar numbers in April of 2021?

8 A. Yes. Based on these claims, they appear to be very  
9 similar. In April of 2021, 60,000 breakfasts, 60,000  
10 lunches, 30,000 snacks, 30,000 suppers.

11 Q. And for the breakfast and lunch, by the snack and  
12 supper, how many days were served?

13 A. 30 days were claimed to be served.

14 Q. And similarly for breakfast and lunch?

15 A. That is correct, 30 days claimed to be served.

16 Q. And the vendor who purportedly were serving these meals  
17 was?

18 A. Empire Cuisine & Market.

19 Q. Okay. Now that's just one of the sites that Empire was  
20 a vendor for; is that right?

21 A. That is correct.

22 Q. You said there was like -- something like 30 of them  
23 altogether?

24 A. I believe so.

25 Q. I want to direct your attention to one specific one, and

1 that's a site called Tot Park.

2 A. Yes.

3 Q. Are you familiar with the site called Tot Park?

4 A. Yes, I am.

5 Q. How so?

6 A. I had pretty major concerns about the Tot Park site, and  
7 I worked with Partners in Nutrition and another MDE  
8 supervisor on those concerns.

9 Q. You had concerns when?

10 A. I don't remember the exact month. I believe it was  
11 February or March of 2021 that my concerns were.

12 Q. What were the nature of your concerns about the Tot Park  
13 site?

14 A. Well, in addition to the amount of meals on the  
15 application, my other concern was that another MDE staff  
16 person sent me an email from someone at the city of  
17 Lexington indicating that Tot Park --

18 MR. IAN BIRRELL: Objection, Your Honor. Hearsay.  
19 Confrontation.

20 THE COURT: Sustained. Rephrase.

21 BY MR. THOMPSON:

22 Q. What was the nature -- without getting into what anyone  
23 may or may not have told you, what was the nature of your  
24 concern about -- in March -- February, March of 2021 about  
25 the Tot Park site?

1 A. I did not believe that Tot Park site could handle the  
2 amount of meals applied for and claimed for.

3 Q. And what was it about the site that led to those  
4 concerns?

5 A. That I was -- I believed that the Tot Park was not open.

6 Q. What do you mean by that?

7 A. I believe that the park was under construction.

8 Q. Okay. And how did you get that impression?

9 A. I was provided that information in an email.

10 Q. All right. So let's look at -- I'm going to show you  
11 Government Exhibit C-230, which is --

12 MR. COTTER: Your Honor, I move to strike. That's  
13 also hearsay, she was provided information in an email.  
14 Just because she didn't say what the email said, that's how  
15 she got the information. It's hearsay.

16 THE COURT: Sustained. I'll strike it.

17 The jury is to disregard the last answer.

18 BY MR. THOMPSON:

19 Q. I'm showing you now Government Exhibit C-230. What is  
20 C-230?

21 A. So this is the Child and Adult Care Food Program site  
22 application for the site Mind Foundry/Tot Park.

23 Q. What's the time frame for this application?

24 A. This application was approved from January of 2021 to  
25 September of 2021.

1 Q. Okay. And Mind Foundry, that's the same Mind Foundry we  
2 were -- that was purporting to run the Samaha Islamic Center  
3 site; is that right?

4 A. Yes, I believe so.

5 Q. With Empire Cuisine & Market as a vendor?

6 A. I believe so, yes.

7 Q. What's the address for this site?

8 A. So this address is 9101 South Highway Drive in Circle  
9 Pines, Minnesota.

10 Q. Are you familiar with Circle Pines?

11 A. I am.

12 Q. What's Circle Pines?

13 A. Circle Pines is a small city just in the northwest  
14 suburbs of the Twin Cities.

15 Q. And the information on the first page about the type of  
16 center and site?

17 A. Yes. So, again, this is the Child and Adult Care Food  
18 Program. So the type of center indicates that it is a  
19 nonprofit.

20 And then under Number 2 the classification is the  
21 at-risk center.

22 Q. And what does that mean, again?

23 A. So, again, that means that this nonprofit organization  
24 was operating an after-school/at-risk type program.

25 Q. Tot Park was?

1 A. That is correct.

2 Q. That's what the application says.

3 A. Yes, that Mind Foundry was operating that program at Tot  
4 Park.

5 Q. On page 2 of Government Exhibit C-230, the application  
6 for the Tot Park site, there's a section about the method of  
7 meal preparation.

8 A. Yes.

9 Q. Could you describe that for the jury?

10 A. Yes. So under Number 9, this is the meal preparation,  
11 again, that we need to know about at MDE. And so it  
12 indicates that the meals are being prepared on site, again,  
13 where the meal is being served.

14 And under letter A, it indicates that this site is  
15 participating in the after-school care program.

16 Q. Okay. And it says, "I certify that the After-School  
17 Care Program at each sponsored site operates after school  
18 hours, provides regularly scheduled organized childcare  
19 services, including educational and enrichment activities,  
20 to enrolled school-aged children in a structured and  
21 supervised setting." What does that mean?

22 A. Yes. So, again, with the Child and Adult Care Food  
23 Program, it is for the at-risk section of that program. It  
24 needs to operate after school hours and it needs to be  
25 organized for the purpose of childcare. The meals provided

1 of this program are to an existing childcare program.

2 Q. And the third bullet point there talks about sports  
3 teams. Is there some limitations on the service of meals  
4 related to sports programming?

5 A. Yes, that's correct. So the Child and Adult Care Food  
6 Program does not allow an organized sports team such as the  
7 high school football team to participate in the Child and  
8 Adult Care Food Program unless it was a program where all  
9 students and children were able to access meals.

10 Q. Okay. Going back to Number 9, it says method of meal  
11 preparation, meals prepared on site.

12 A. Yes.

13 Q. What does that mean?

14 A. So that indicates to me that meals are being prepared at  
15 the site address indicated in this application.

16 Q. At Tot Park?

17 A. Correct.

18 Q. Okay. All right. Government Exhibit C-230 contains,  
19 starting on page 3, the claims information related to this  
20 site; is that right?

21 A. Yeah. I'm on page 4.

22 Q. I'm sorry, page 4.

23 A. Okay, yeah.

24 Q. And, again, that's -- these are the actual claims that  
25 were submitted?

1 A. That is correct. These are the actual claims taken from  
2 the claims screen.

3 Q. And who were they submitted by, what entity?

4 A. So Partners in Nutrition submitted these claims.

5 Q. On behalf of?

6 A. On behalf of Mind Foundry at the Tot Park location.

7 Q. Okay. And page 4 here is the claims for January of  
8 2021; is that right?

9 A. That is correct.

10 Q. What claims did Partners in Nutrition submit on behalf  
11 of Mind Foundry's Tot Park site in January of 2021?

12 A. So this indicates that they submitted that eight days of  
13 meal service was provided and 4,000 after-school snacks and  
14 4,000 at-risk suppers were served.

15 Q. And so what was the average daily attendance according  
16 to the claim?

17 A. According to the claim the average daily attendance was  
18 500.

19 Q. Now, directing your attention to page 6 of Government  
20 Exhibit C-230, are these the claims that Partners in  
21 Nutrition submitted on behalf of the Mind Foundry/Tot Park  
22 site for March of 2021?

23 A. Yes, that appears correct.

24 Q. And what meals did the Mind Foundry/Tot Park site claim  
25 to be serving in March of 2021?

1 A. So for this month of March of 2021, we have an average  
2 daily attendance of 2506 children, 31 days served and 77,686  
3 snacks and 77,686 suppers.

4 Q. Okay. Now, the number of days served, does that mean  
5 that kids actually receive food every single day?

6 A. The number of days served, yes, it should mean that they  
7 should have received food each day.

8 Q. Okay. Page 8 of Government Exhibit C-230 is the claim  
9 submitted on behalf of the Mind Foundry/Tot Park site for  
10 April of 2021; is that right?

11 A. That is correct.

12 Q. Can you describe those claims for the jury?

13 A. Yes. So for this month we have 30 days served with an  
14 average daily attendance of, again, 2506 children. This  
15 time 75,180 snacks and 75,180 suppers.

16 Q. Now, if I'm looking -- the average daily attendance,  
17 2506 in April of 2021?

18 A. That is correct.

19 Q. And when I go up to March, it's always 2506 average  
20 daily attendance?

21 A. That is correct.

22 Q. You mentioned that you had concerns about Tot Park.

23 A. Yes.

24 Q. Were you concerned about the nature of the claims that  
25 that site was submitting?

1 A. Yes. I found it concerning that the numbers of average  
2 daily attendance did not change. I -- from reviewing  
3 multiple claims across multiple sponsors, that is not  
4 realistic.

5 Q. Why not?

6 A. Because children get sick, children go on vacation,  
7 parents aren't able to go and get the meal, things change  
8 where not all children are going to be able to be there  
9 every day every month.

10 Q. And, again, these site -- these claims were submitted  
11 during COVID, correct?

12 A. That is correct.

13 Q. Did that exacerbate those issues?

14 MR. COTTER: Objection, called for speculation.

15 THE COURT: Overruled. You may answer.

16 THE WITNESS: Yes. And I would say that because  
17 of COVID and the parent pickup and home delivery waivers, it  
18 was difficult for us to -- for me and my team to then check  
19 on that.

20 BY MR. THOMPSON:

21 Q. Directing your attention to page 10 of Government  
22 Exhibit C-230, which is claims that were submitted for the  
23 Mind Foundry/Tot Park site in May of 2021.

24 A. That is correct.

25 Q. Here, too, do we see similar claims?

1 A. Yes. I see from this claim a similar number of average  
2 daily attendance in the 2506 children. There are 31 days  
3 that are claimed to be served, and the meals claimed were  
4 77,686 snacks and 77,686 suppers, which I believe was the  
5 same number.

6 Q. As both March and April?

7 A. One of those months, yes.

8 Q. Average daily attendance for March --

9 A. March.

10 Q. -- 25 and 6 -- 2506?

11 A. That is correct.

12 Q. April?

13 A. 2506, yes.

14 Q. May?

15 A. 2506.

16 Q. And finally page 12, the June 2021 claims?

17 A. Yes, I see 2506 average daily attendance again.

18 Q. For the Tot Park site?

19 A. That is correct.

20 Q. In Circle Pines, Minnesota?

21 A. That is correct.

22 Q. And that concerned you for it sounds like multiple  
23 reasons?

24 A. For multiple reasons, yes.

25 Q. All right. Ms. Honer, I'd like to show you Government

1 Exhibit C-93, which is yet another application to  
2 participate in the Child Nutrition Program.

3 A. Yes. Under the Child and Adult Care Food Program.

4 Q. Okay. And what -- tell us about this application.

5 A. So this site application appears to be the Dar Al-Farooq  
6 Islamic Center submitted by the sponsor Feeding Our Future.

7 It appears to be the approval range of January 2021 to  
8 September of 2021, and located at the site address of 8201  
9 Park Avenue South in Bloomington, Minnesota.

10 Q. Okay. And the site, the Dar Al-Farooq Islamic Center,  
11 it says ThinkTechAct.

12 A. Oh, yes, that is correct.

13 Q. Are you familiar with ThinkTechAct?

14 A. Yes, I mean.

15 Q. What is ThinkTechAct?

16 A. I was under the impression that ThinkTechAct was a --  
17 again, an educational nonprofit organization.

18 Q. Do you know who ran or owned ThinkTechAct?

19 A. I believe it was --

20 MR. GOETZ: Objection. Speculation, Your Honor.

21 THE COURT: Overruled.

22 You may answer if you know.

23 THE WITNESS: I believe it was Abdiaziz Farah.

24 BY MR. THOMPSON:

25 Q. On the first page here, the type of center and site

1 classification?

2 A. Yes. So, again, on the Child and Adult Care Food  
3 Program site application, this is what we would normally ask  
4 for. Under Number 1 the type of center is nonprofit. And  
5 under Number 2, which is the classification for the program  
6 being operated is the At-Risk Program.

7 Q. And this one, the sponsor was not Partners in Nutrition,  
8 it was Feeding Our Future; is that right?

9 A. That is correct.

10 Q. And who's the contact person listed on the  
11 Dar Al-Farooq/ThinkTechAct site application?

12 A. The contact person listed on this site application is  
13 Aimee Bock from Feeding Our Future.

14 Q. Who is Aimee Bock, remind us again?

15 A. Aimee Bock is listed here as the founder and executive  
16 director of Feeding Our Future.

17 Q. Okay. And -- all right. I'm going to skip. There's  
18 several applications for this one. I want to skip --  
19 actually, let's just do this. There's a catering contract  
20 for this one; is that right?

21 A. Yes, that is indicated there on the application.

22 Q. Just a second here. And what I would like to do here is  
23 actually skip to C-100, before we come to the claims. And  
24 C-100 is a second application for this site; is that  
25 correct?

1 A. Yes, that is correct. This site application is under  
2 the Summer Food Service Program for the same site indicated  
3 by the site ID and site name.

4 Q. Feeding Our Future sponsored?

5 A. That is correct.

6 Q. And it says here the classification for the site, what  
7 does it say?

8 A. The classification of the site appears to be closed  
9 enrolled.

10 Q. What does that mean?

11 A. Again, that means that there is a set number of children  
12 that are attending, and that this program is only for those  
13 children.

14 Q. Directing your attention to the second page here, it has  
15 the maximum daily participation at this Dar Al-Farooq site?

16 A. Yes.

17 Q. For the summer of 2021?

18 A. Yes.

19 Q. And what is that?

20 A. Under Number 5, which is the maximum daily  
21 participation, it is listed as 4,000.

22 Q. And are there catering contracts or vendor contracts for  
23 this Dar Al-Farooq/ThinkTechAct site?

24 A. Yes. It appears that the sponsor Feeding Our Future  
25 uploaded these two catering contracts that are on the

1 screen.

2 Q. And there's two here, and I want to go through them in  
3 turn. Okay?

4 A. Okay.

5 Q. The first one has been admitted as Government  
6 Exhibit C-101. Do you see that on the screen?

7 A. I do, yes.

8 Q. And can you describe this contract or the first page of  
9 it?

10 A. Yes. So this contract is the Summer Food Service  
11 Program contract for vended meals, and it is -- the same  
12 information appears to be taken from the MDE template.

13 Q. Okay. And it's between Feeding Our Future and Empire  
14 Cuisine & Market; is that right?

15 A. That is correct.

16 Q. And Empire Cuisine & Market is agreeing to provide meals  
17 to the Dar Al-Farooq site in Bloomington?

18 A. Yes, at 8201 Park Avenue South.

19 Q. What kind of meals?

20 A. On the contract it is indicated breakfast and lunch.

21 Q. And what's the term of the contract?

22 A. The term of the contract is June 1st, 2021, through  
23 June 1st, 2022.

24 Q. Turn to page 3 of this contract. And it's checked  
25 unitized meals?

1 A. Yes.

2 Q. What does that mean?

3 A. So, again, unitized meals meaning that each of the food  
4 components in the proper measurement are provided in one  
5 package, in one meal.

6 Q. Okay. I'm going to turn down to page 8 of Government  
7 Exhibit C-101. Who signed this contract between Feeding Our  
8 Future and Empire Cuisine & Market?

9 A. So it appears that Aimee Bock from Feeding Our Future  
10 signed this contract, and it appears that Abdiaziz Farah  
11 signed this contract on behalf of Empire Cuisine & Market.

12 Q. On June 1st of 2021?

13 A. That is what is indicated on the contract, yes.

14 Q. I'm going to show you C-102, because there was a second  
15 contract --

16 A. Yes.

17 Q. -- a second contract for this site; is that correct?

18 A. Yes, on the application.

19 Q. And that's C-102. What is C-102?

20 A. So C-102 appears to be another Summer Food Service  
21 Program contract for vended meals, this time between Feeding  
22 Our Future and the Afrique Hospitality Group.

23 Q. Are you familiar with that Afrique Hospitality Group?

24 A. A bit, yes.

25 Q. How so?

1 A. I --

2 MR. GOETZ: Objection. Foundation.

3 May I voir dire the witness?

4 MR. THOMPSON: I literally just asked how so.

5 MR. GOETZ: She said a bit.

6 THE COURT: How are you familiar with Afrique  
7 Hospitality?

8 THE WITNESS: They were listed on other site  
9 applications as a vendor.

10 THE COURT: Mr. Goetz, do you have further  
11 questions?

12 MR. GOETZ: I do, Your Honor.

13 THE COURT: You may ask, related to foundation.

14 MR. GOETZ: Yes, Your Honor.

15 Good morning.

16 THE WITNESS: Good morning.

17 MR. GOETZ: Can you please tell me -- when you say  
18 you recognize or you're familiar with Afrique because  
19 they're listed on other vending contracts; is that right?

20 THE WITNESS: Yes.

21 MR. GOETZ: So you're -- correct me if I'm wrong,  
22 but the extent of your familiarity is you've seen their name  
23 on other contracts; is that right?

24 THE WITNESS: Listed as the contractor, yes.

25 MR. GOETZ: Okay. Other than seeing their name

1 listed on the contract as a -- on a piece of paper, do you  
2 have any further knowledge about Afrique Hospitality Group?  
3 For example, have you ever visited their operations, have  
4 you looked at their corporate records, anything like that?

5 THE WITNESS: I did search them on the Minnesota  
6 Secretary of State as well.

7 MR. GOETZ: Okay. Anything beyond that?

8 THE WITNESS: I don't believe so.

9 MR. GOETZ: Okay. So the full extent of your  
10 knowledge about Afrique Hospitality Group, you've seen their  
11 name as a vendor on contracts and you looked up under the  
12 Secretary of State; is that right?

13 THE WITNESS: I believe so.

14 MR. GOETZ: Your Honor, I persist on foundation  
15 grounds. She doesn't know.

16 THE COURT: Overruled.

17 You may repeat your question.

18 BY MR. THOMPSON:

19 Q. Ms. Honer, why did you look up Afrique Hospitality Group  
20 on the Minnesota Secretary of State website?

21 A. I had similar concerns to this vendor as I did with  
22 Empire Cuisine & Market and other vendors that I had seen  
23 come into operation on these contracts during COVID.

24 Q. What did you see that made you concerned about Afrique  
25 Hospitality Group?

1 A. I don't remember the exact date, but I do remember that  
2 this org -- or this vendor was also recently filed for  
3 business in COVID.

4 Q. And why did that matter to you? Why were you looking  
5 for that?

6 A. I don't know if I was looking for it, but I was  
7 concerned because, again, it seemed unreasonable to me that  
8 a restaurant business, a vended catering business would be  
9 able to pop up during COVID and operate these programs in  
10 compliance.

11 Q. When you looked at the Secretary of State website, what  
12 did you find in terms of when Afrique Hospitality Group had  
13 been formed with respect to when they joined the program?

14 A. I don't remember the exact date, but I do remember that  
15 it was -- it had been formed not long before they began  
16 operating in these programs.

17 Q. Okay. Thank you.

18 All right. Back to C-102, which is the vendor  
19 contract between Feeding Our Future and Afrique Hospitality  
20 Group.

21 A. Yes.

22 Q. Turning -- this is page 2. They're agreeing to provide  
23 breakfast and lunch; is that right?

24 A. Yes, that is correct.

25 Q. Following the meal pattern that we've talked about

1 before?

2 A. That is correct.

3 Q. And are these unitized or nonunitized meals?

4 A. This contract indicates that the meals will be unitized.

5 Q. Then who signed this contract on behalf of Feeding Our  
6 Future?

7 A. On behalf of Feeding Our Future, Aimee Bock signed this  
8 contract.

9 Q. And who signed it on behalf of Afrique Hospitality  
10 Group?

11 A. It appears --

12 MR. GOETZ: Objection. Foundation, Your Honor.

13 THE COURT: Overruled. You may answer.

14 THE WITNESS: It appears that Mukhtar Shariff  
15 signed on behalf of Afrique as the CEO.

16 BY MR. THOMPSON:

17 Q. And as the CEO. Okay.

18 Signed the same day that Aimee Bock signed it?

19 A. It appears so.

20 Q. All right. Let's go back to C-93, which is that initial  
21 application on behalf of this site, Dar Al-Farooq site,  
22 okay?

23 A. Yes.

24 Q. I'd like to page down to page 4 of C-93.

25 A. Yes.

1 Q. And what do we see here?

2 A. So this here is the Child and Adult Care Food Program  
3 claim information for the month of January of 2021 submitted  
4 by Feeding Our Future for the Dar Al-Farooq Islamic  
5 Center--ThinkTechAct.

6 Q. Okay. And how many meals did the Dar Al-Farooq/  
7 ThinkTechAct site claim to be serving in January of 2021?

8 A. So they claimed to have served with an average daily  
9 attendance of 2,000, all 31 days, 62,000 snacks and 62,000  
10 suppers.

11 Q. Page 6 of C-93 is the claims for February of 2021 for  
12 this Dar Al-Farooq/ThinkTechAct site?

13 A. That is correct.

14 Q. And what are the nature of that site's claims in  
15 February of 2021?

16 A. So this claim information shows that the claims  
17 increased. So we now have an average daily attendance of  
18 3500, number of days served is 28, for 98,000 snacks and  
19 98,000 suppers.

20 Q. Page 8 of Government Exhibit C-93 are the claims for  
21 this site in March of 2021; is that right?

22 A. That is correct.

23 Q. Submitted by Feeding Our Future?

24 A. Submitted by Feeding Our Future.

25 Q. On behalf of the ThinkTechAct/Dar Al-Farooq site?

1 A. That is correct.

2 Q. How many meals did this site claim to be serving to kids  
3 in March of 2021?

4 A. So in this month of March of 2021, we have an average  
5 daily attendance of 3500, for 27 days served, and for meal  
6 claims of 94,500 snacks and 94,500 suppers.

7 Q. All right. Now, I'm showing you page 12 of Government  
8 Exhibit C-93, which I believe is the claims submitted by  
9 Feeding Our Future on behalf of the ThinkTechAct/  
10 Dar Al-Farooq site for April of 2021.

11 A. That is correct.

12 Q. Would you describe those claims for the jury?

13 A. Yes. So those claims for April of 2021 were submitted  
14 with an average daily attendance of 3500, covering 30 days  
15 served, and for an amount of 105,000 snacks and 105,000  
16 suppers.

17 Q. Page 14 is the site's claims for May of 2021; is that  
18 right?

19 A. That is correct.

20 Q. Would you describe those?

21 A. Yes. So for May of 2021 we see this claim increase from  
22 the previous month. Now the average daily attendance is at  
23 3613, the number of days served is 31, and we now have  
24 112,000 snacks and 112,000 suppers.

25 Q. Page 16 are the claims submitted for June of 2021 for

1 this site; is that right?

2 A. That is correct.

3 Q. And what is the nature of the claims for June of 2021?

4 A. So according to this claim for June of 2021, only  
5 11 days were served out of the month, with an average daily  
6 attendance of 3500, for a total of 38,500 snacks and 38,500  
7 suppers.

8 Q. Now, a lot of the June numbers fall off, number of days.  
9 Why is that?

10 A. That is because the Child and Adult Care Food Program  
11 follows the school year, and so many or most schools only  
12 operate into the first or second week of June.

13 Q. Okay. September of 2021 are there claims?

14 A. Yes, it appears so.

15 Q. And that's on page 18 of this exhibit?

16 A. That is correct, yes.

17 Q. And what are the claims for September of 2021?

18 A. So for September of 2021, it appears we have an average  
19 daily attendance of 3423, with 27 days served, and 92,400  
20 snacks and 92,400 suppers.

21 Q. We talked a little bit about the summer program, and  
22 there was summer -- looked at a vendor contract for the  
23 Summer Food Service Program, is that right, for this site?

24 A. Yes, I believe so.

25 Q. And direct your attention here. Let's do page 26 of

1 Government Exhibit C-93.

2 Are these claims submitted with respect to the  
3 Summer Food Service Program?

4 A. Yes, I can see that by the indication of the Summer Food  
5 Service Program -- I'm sorry -- SFSP noncamp, and it appears  
6 to be for July of 2021.

7 Q. For this same site?

8 A. Yes, correct.

9 Q. Submitted by Feeding Our Future?

10 A. That is correct.

11 Q. That's the sponsor?

12 A. Yes, Feeding Our Future is the sponsor.

13 Q. Unfortunately, they don't do the math for you in the  
14 summer. Can you give us a sense of what the claims were for  
15 July of 2021 at this site?

16 A. Yes. It appears that there were 15 days served, for a  
17 total of 30,060 breakfasts and 30,060 lunches, which I  
18 believe would be about 2,000 average daily attendance.

19 Q. And page 27 of Government Exhibit C-93?

20 A. Yes. So this, again, is the Summer Food Service Program  
21 claim for August of 2021 for the Dar Al-Farooq Islamic  
22 Center--ThinkTechAct submitted by Feeding Our Future.

23 Q. And how many meals did the Dar Al-Farooq/ThinkTechAct  
24 site claim to be serving in August of 2021?

25 A. The meals claimed for this particular site were over

1 31 days, and a total of 101,780 breakfasts and 101,780  
2 lunches.

3 MR. THOMPSON: One moment, Your Honor.

4 (Government counsel confer)

5 MR. THOMPSON: Your Honor, I don't know what time  
6 you plan to break for lunch, but I'm happy to now.  
7 Otherwise I have one section left.

8 THE COURT: Let's break for lunch now, and we'll  
9 return at 1:30.

10 MR. THOMPSON: Thank you.

11 THE COURT: All rise.

12 **IN OPEN COURT**

13 **(JURY NOT PRESENT)**

14 THE COURT: All right. 1:30. We're in recess.  
15 (Recess taken at 12:28 p.m. till 1:31 p.m.)

16

17 **IN OPEN COURT**

18 **(JURY PRESENT)**

19 THE COURT: You may all be seated.

20 Counsel, you may continue.

21 MR. THOMPSON: Thank you, Your Honor.

22 BY MR. THOMPSON:

23 Q. Good afternoon, Ms. Honer. Welcome back.

24 A. Good afternoon.

25 Q. This morning you were talking about the fall of 2020 and

1 the efforts that MDE took to address what the concerns that  
2 you and your colleagues saw in terms of red flags in the  
3 program; is that right?

4 A. Yes.

5 Q. And can you remind us what happened in October of 2020?

6 A. Yes. In October of 2020 I sent out an email, a notice  
7 to Partners in Nutrition and Feeding Our Future, letting  
8 them know that MDE would be discontinuing the flexibility of  
9 restaurants in the Summer Food Program.

10 Q. And why was it that MDE ended that flexibility?

11 A. That was ended because I received what was clarification  
12 from the United States Department of Agriculture that the  
13 way in which the sites were operating was not in compliance  
14 of the program.

15 Q. And what were the concerns that led you to the series of  
16 events?

17 A. Yes. So the concerns were, again, the high number of  
18 meals being applied for. And then in August, September of  
19 2020 we start to see the claims coming in.

20 Q. And that's for these for-profit restaurant sites?

21 A. That is correct.

22 Q. One of those being Empire Cuisine & Market?

23 A. That is correct.

24 Q. Okay. So after MDE announced that sites like Empire  
25 could no longer participate in the program, I think you said

1 Empire continued but in a different way?

2 A. That is correct.

3 Q. What did you see after October of 2020 in terms of  
4 Empire Cuisine & Market'S participation in the program?

5 A. I saw after October of 2020, I saw the number of  
6 applications being submitted to the Minnesota Department of  
7 Education with Empire Market & Cuisine as the vendor  
8 increase.

9 Q. And that's -- does that include some of the sites that  
10 we saw, went through this morning?

11 A. Yes, it does.

12 Q. And we went through it at some length this morning, but  
13 how would you describe the trend line in terms of the claims  
14 being submitted by the sites for which Empire Cuisine &  
15 Market was a vendor as you're going into 2021 and as 2021  
16 progressed through the spring, summer, fall?

17 A. Yes. So I would describe the claims coming in as  
18 increasing for every month that they were being submitted  
19 for.

20 Q. Did you notice that at the time?

21 A. At the time of October of 2020, we only -- or I only had  
22 a couple of claim months to compare, but yes.

23 Q. And what was your reaction when you noticed that despite  
24 the change implemented in 2020, that those claims being  
25 submitted by Empire were continuing to increase just as a

1 vendor rather than as a site?

2 A. I became increasingly concerned over the program  
3 operations of these sites.

4 Q. And what, if anything, did you and your colleagues at  
5 MDE do to address those concerns?

6 A. Sure. So we did a couple of things. One of those was  
7 that I continued to express my concerns to MDE leadership  
8 and the United States Department of Agriculture.

9 And then I also signed off on serious deficiency  
10 notices for Feeding Our Future and Partners in Nutrition.

11 And then I also was able to make contact with the  
12 FBI.

13 Q. First off, let's start with the seriously -- seriously  
14 deficient notice.

15 A. Yes. The notice of serious deficiency.

16 Q. What is a notice of serious deficiency?

17 A. So in the Child and Adult Care Food Program, there is  
18 the serious deficiency process in which a state can take  
19 action on a sponsor or a sponsor can take action on a site,  
20 and it is when the operations are outside of the compliance  
21 of the program. And an issue of serious deficiency is  
22 issued in an attempt to correct those compliance issues.

23 Q. And you said you issued -- you and your colleagues  
24 issued a notice of serious deficiency in early 2021?

25 A. Yes. On March 31st of 2021 I signed off on the letters

1 for Feeding Our Future and Partners in Nutrition. However,  
2 in March of -- March 31st, that was the second serious  
3 deficiency for Feeding Our Future.

4 Q. Okay. Let's talk about the -- that one. What was the  
5 purpose of that serious deficiency? What led to it?

6 A. So the purpose of the March 31st, 2021, serious  
7 deficiency notice was that the program standards of the  
8 Child and Adult Care Food Program were not being followed.  
9 And what led us to that was we had received a number of what  
10 we considered complaints from site operators and the  
11 community. We had been concerned about the number of claims  
12 coming in in relation to the budget that was submitted on  
13 the sponsor application.

14 And for Feeding Our Future, we were also concerned  
15 about the financial management as they had failed to provide  
16 their federal single audit and had their 501(c)(3) status  
17 revoked.

18 Q. One of the things you mentioned, and we covered a lot of  
19 it this morning, I think, but you mentioned the amount of  
20 revenues -- the reimbursement money was going up  
21 drastically.

22 A. Yes.

23 Q. Can you give the jury a sense of how drastically -- I  
24 believe you said you had \$2 million in revenue prior to  
25 COVID?

1 A. Yes. So prior to COVID Feeding Our Future had operated  
2 in that Child and Adult Care Food Program prior year at  
3 about \$2 million, and Partners in Nutrition had operated  
4 yearly at about 5 million per year for the past three years.

5 And then in March of 2021 I was pulling claim  
6 summaries and I saw that between the two they had received  
7 119 million in that program year.

8 Q. And you issued the serious deficiency notice. What  
9 effect did that have on the operations of Feeding Our Future  
10 and Partners in Nutrition when it was first issued?

11 A. Well, when it was first issued we also included a stop  
12 pay or withholding of payment in that letter, so we had told  
13 both of those sponsors that we would not be paying out any  
14 claims until they provided us the documentation of the  
15 invoices, meal counts, attendance, menus, the normal  
16 documentation we would look for.

17 And so --

18 Q. Did that -- I'm sorry. I'm going to stop you.

19 So you issued what's called a stop pay?

20 A. Yes.

21 Q. What's a stop pay?

22 A. So stop pay is a function in the CLiCS technology. It  
23 is a check box in which allows the sponsor to continue to  
24 submit claims, but the claims do not get transferred to the  
25 payment file until an MDE staff person releases it.

1 Q. And is that different from how the CLiCS system normally  
2 works?

3 A. Yes, that is correct.

4 Q. How does it normally work?

5 A. So the CLiCS system normally works where a sponsor  
6 submits claims, and if the claim information matches most of  
7 the application, then the payment is automatically sent each  
8 week to a payment file.

9 Q. So in the normal course, does an MDE employee review the  
10 documentation prior to paying out a claims submission?

11 A. No, we do not.

12 Q. When you implemented the stop pay in March of 2021, did  
13 that change?

14 A. Yes, it changed briefly.

15 Q. How was it going to change? How would the stop pay have  
16 changed that?

17 A. So the stop pay would have affected the normal operation  
18 in that we had staff assigned to review the documentation,  
19 and then staff were to deny the claim or to approve the  
20 claim. And if the claim was approved, the stop pay on that  
21 particular site would be released.

22 Q. And what sort of documentation would be reviewed or have  
23 to be submitted along with the claim before it was paid out  
24 during a stop pay?

25 A. So we asked for the same documentation that we would

1 normally look for on an administrative review, and that  
2 includes the meal counts, the attendance rosters, the menu  
3 and the invoices.

4 Q. So you're looking for them upfront as opposed to after  
5 the fact when you review the claims?

6 A. That is correct.

7 Q. Okay. So what happened when you and your colleagues  
8 issued the stop pay in the spring of 2021?

9 A. When we issued the stop pay, what me and my staff did  
10 internally is we set up a SharePoint folder for that  
11 documentation to be put in. The documentation from the two  
12 sponsors did start to be submitted, and then MDE was ordered  
13 to go to court for a temporary restraining order.

14 Q. They sued?

15 A. Yes. Feeding Our Future had sued the Minnesota  
16 Department of Education in November of 2020, so we were  
17 already in that litigation. And then in April of 2021 is  
18 the temporary restraining order for the stop pay.

19 Q. Okay. And what was the nature of Feeding Our Future's  
20 allegations against the Minnesota Department of Education?

21 A. For the original lawsuit in November of 2020, Feeding  
22 Our Future accused MDE of not following the law in relation  
23 to processing applications. They accused MDE of being  
24 racist and discriminating against the minority communities  
25 that Feeding Our Future served with these sites.

1 Q. What happened in March after you did the stop pay, what  
2 happened?

3 A. After we get the stop pay, like I said, we had to go to  
4 court. I believe that date was April of -- April 21st of  
5 2021. And the judge told MDE --

6 MR. GOETZ: Objection. Nonresponsive at this  
7 point, Your Honor.

8 THE COURT: Overruled. You may answer.

9 THE WITNESS: The judge told --

10 MR. GOETZ: Also hearsay.

11 THE COURT: Overruled. You may answer.

12 THE WITNESS: So the judge told MDE that we did  
13 not have the authority to issue a stop pay in that manner.

14 BY MR. THOMPSON:

15 Q. What alternative did MDE have instead of the -- as an  
16 alternative to the stop pay?

17 A. Yeah. Myself and my team understood it as we had the  
18 alternative to look at the documentation within the normal  
19 course of the regulations of the program on an  
20 administrative review, which would be after the claims are  
21 paid.

22 Q. Would you have been looking at the same or different  
23 documents in after the fact, after payment review?

24 A. We would have been looking at the same documents.

25 Q. And what documents are those?

1 A. Again, those were the meal counts, the attendance  
2 rosters, the invoices and the menus.

3 Q. Okay. After the court said that you couldn't do the  
4 stop pay in advance, you had to wait -- you had to pay out  
5 the claims and review later. Did that allay your concerns  
6 and your colleagues' concerns at MDE?

7 A. No, it did not.

8 Q. Why not?

9 A. It did not do anything for our concerns. I think it  
10 even increased my concerns because the meal counts and  
11 claims being asked for reimbursement continued to increase.

12 Q. But what did you and your colleagues at MDE do?

13 A. So in addition to, you know, continuing to reach out to  
14 the United States Department of Agriculture for support,  
15 technical assistance, clarification, we also continued to  
16 reach out to the sponsors of Feeding Our Future and Partners  
17 in Nutrition, but we also then worked with the FBI.

18 Q. Why did you reach out to the FBI?

19 A. Because we had not heard back from the United States  
20 Department of Agriculture, Office of Inspector General.

21 Q. And what was the nature of your contact with the FBI?

22 A. The nature of our contact was that we had two sponsors  
23 we were concerned about with the claims and the  
24 reasonableness of the site operations, and we needed someone  
25 to help investigate this because we did not have

1 investigative authority at that time.

2 Q. What did you think needed to be investigated? What was  
3 your concern?

4 A. My concern was that there was a possible fraud going on,  
5 that these meal counts were not true and accurate.

6 MR. THOMPSON: Thank you.

7 No further questions for this witness.

8 THE COURT: Thank you.

9 Mr. Birrell?

10 Mr. Goetz.

11 MR. GOETZ: Thank you, Your Honor. If I can just  
12 have a minute to move stuff up.

13 THE COURT: Of course.

14 CROSS-EXAMINATION

15 BY MR. GOETZ:

16 Q. Good afternoon, Ms. Honer.

17 A. Good afternoon.

18 Q. We had a chance to meet at the break informally, but my  
19 name is Frederick Goetz, I represent Mukhtar Shariff.

20 I want to start asking some questions about the  
21 waivers. Let's start with that.

22 A. Sure.

23 Q. Okay. You said there were over a hundred waivers. Does  
24 about 113 sound right?

25 A. That could be correct.

1 Q. And I just got that number from you actually, in one of  
2 your reports. You indicated that there was 113 waivers  
3 issued by the USDA during the pandemic. And you don't  
4 dispute that number today, do you?

5 A. If that's what I had written in that report, then I  
6 would believe that was the number at that time.

7 Q. Okay. And the waivers, just the period of time so we  
8 can orient the jury in terms of when these started coming,  
9 was about March 16th of 2020; is that right?

10 A. That sounds correct.

11 Q. And the Minnesota Department of Education had to write  
12 to the U.S. Department of Agriculture and request that they  
13 take advantage or be subject to the waivers, that the  
14 waivers apply in Minnesota, right?

15 A. The first initial waiver, I believe, was a state issued  
16 waiver. Or state requested waiver, I'm sorry.

17 Q. It's true, is it not, that the MDE specifically  
18 requested that they not be subject to the usual food program  
19 requirements during the pandemic?

20 A. If that is in the waiver that was submitted to USDA,  
21 then I could believe that.

22 Q. Okay. Because, I mean, the reality was that, you know,  
23 when you were going through with Mr. Thompson yesterday and  
24 then early this morning about how food was distributed  
25 pre-pandemic, once the pandemic hit, you couldn't operate

1 that way, MDE couldn't operate that way, correct, to get  
2 food to kids?

3 A. The sites could not operate in the normal fashion once  
4 the COVID pandemic 19 hit.

5 Q. So there were four waivers that I want to talk about,  
6 just in summary.

7 First waiver was to allow noncongregate meal  
8 service?

9 A. That sounds correct, yes.

10 Q. And in some, as you talked about -- well, we'll come  
11 back to that.

12 But the second waiver I want to talk about is  
13 allow parents and guardians to pick up the food for the  
14 children, right? That was a waiver.

15 A. That sounds to be correct, yes, that it was the second.  
16 But there was a waiver for parent pickup and home delivery.

17 Q. And there was another waiver, I don't think you  
18 discussed this with Mr. Thompson, but it applied to MDE  
19 specifically requiring a waiver of onsite monitoring  
20 requirements. Do you remember that waiver?

21 A. There were a few different monitoring waivers, yes.

22 Q. All right. We'll come back to that.

23 And other waivers allowed bulk food delivery  
24 providing multiple meals at a time during the COVID-19  
25 pandemic. That was the end result of a couple other

1       waivers, right?

2       A.   As I had mentioned before, I don't remember if that was  
3       a specific waiver or if it was included in the parent  
4       pickup.

5       Q.   Okay. We'll get to it, but it was a waiver, right?

6       A.   Yes.

7       Q.   Okay. So the first waiver I want to talk about is the  
8       waiver to allow noncongregate meal service.

9                 If we could, for the witness's review, pull up  
10       Exhibit D7-168, please.

11                Well, while we're doing that, let me just ask some  
12       foundational questions.

13       A.   Sure.

14       Q.   These waivers, just so we can get an idea of kind of how  
15       they come into reality, these are issued by the  
16       United States Department of Agriculture, correct?

17       A.   That is correct.

18       Q.   And are they issued in written format?

19       A.   Yes, they are.

20       Q.   And do those waivers come to you in your job?

21       A.   At the time of the waivers, it went to the director of  
22       Nutrition Program Services, and then I was included on many  
23       of those emails, though, as well.

24       Q.   Okay. So you've seen the actual waivers?

25       A.   Yes.

1 Q. You know what they look like?

2 A. Yes, I do.

3 Q. All right. And the waivers are documents that you  
4 worked with during the pandemic basically on a daily basis.  
5 You had to account for them while they were in effect,  
6 correct?

7 A. I would agree with that.

8 Q. So I'm showing you what's been marked for identification  
9 as Exhibit D7-168. Do you recognize this document?

10 A. Yes, I do. It appears to be the nationwide waiver to  
11 allow noncongregate feeding, and it appears to be the 75th  
12 waiver as it is the sixth extension.

13 Q. Okay. And do you have any reason to believe this is not  
14 a true and accurate copy of this waiver?

15 A. I do not.

16 Q. Okay. It appears to be what you've just identified?

17 MR. GOETZ: I would therefore offer D7-168, Your  
18 Honor.

19 THE COURT: Any objection?

20 MR. THOMPSON: No objection.

21 THE COURT: D7-168 is admitted.

22 BY MR. GOETZ:

23 Q. So this is the -- and if we can scroll to the next page,  
24 just --

25 So this is the -- we won't go through it word by

1 word, but this is the, I guess, legal authority then from  
2 the USDA that continued a waiver that was previously in  
3 place that said you don't have to give meals to kids when  
4 they're in the lunchroom so to speak, all gathered together  
5 in a congregate place, right?

6 A. Yes. So on this waiver, as you mentioned, the authority  
7 to issue the waiver from the USDA is explained, and then it  
8 goes into the explanation of the actual citation that is  
9 being waived.

10 Q. Right. And that's citing to the federal regulations  
11 that would otherwise apply, they're waived, right?

12 A. Correct.

13 Q. All right. Go to the last page.

14 Okay. So this is waiver 75. Let's go to D7-170.

15 Do you recognize D7-170?

16 A. Yes, I do. And it appears to be waiver Number 87, and  
17 it is a waiver to allow noncongregate meal service for the  
18 school year 2021 to 2022.

19 MR. GOETZ: And offer D7-170, Your Honor.

20 THE COURT: Any objection?

21 MR. THOMPSON: No objection.

22 THE COURT: D7-170 is admitted and may be  
23 published.

24 BY MR. GOETZ:

25 Q. And so as you covered with Mr. Thompson this morning,

1 the waivers were for a set period of time, and so they had  
2 to be extended and that's why ultimately the numbers got up  
3 to 113, right?

4 A. Yes.

5 Q. Okay. Did you, from your perspective -- and your title,  
6 again, was what?

7 A. So from 2019 to 2022, I was the business operations and  
8 support services supervisor.

9 Q. So as the business operations and support supervisor,  
10 did you disagree in principle with these waivers, 70, 75 and  
11 87?

12 A. No, I do not believe that I did.

13 Q. You'd agree that it was important during the pandemic to  
14 decrease the ways that people congregate to stop the spread  
15 of that disease?

16 A. I believe that it was important to have this  
17 flexibility.

18 Q. Let me ask the question again because I don't think you  
19 answered it.

20 Would you agree that during the pandemic it was  
21 important to decrease people congregating to stop and slow  
22 the spread of the disease?

23 A. Yes, I did, in -- definitely in the beginning of COVID.

24 Q. Okay. Let's turn then to Exhibit D7-169. I want to  
25 talk about a different waiver.

1 Do you see Exhibit D7-169?

2 A. Yes, I do. It appears to be the March 9th, 2021, waiver  
3 Number 76, and that waiver is to allow parents and guardians  
4 to pick up meals for children for summer of 2021.

5 Q. This appears to be true and accurate, would you agree?

6 A. I would agree.

7 MR. GOETZ: Offer D7-169, Your Honor.

8 THE COURT: Any objection?

9 MR. THOMPSON: No objection.

10 THE COURT: D7-169 is admitted and may be  
11 published.

12 BY MR. GOETZ:

13 Q. And this waiver, we can just look at the second page, we  
14 won't go through it line by line, but again, it cites the --  
15 and I'm summarizing a very lengthy and detailed document,  
16 but it summarizes the federal regulations that otherwise  
17 would apply and specifies how those are waived, correct?

18 A. Yes, that is correct.

19 Q. And I want to focus on the third paragraph on this  
20 page 2. If we could just blow that up.

21 So these are the federal regulations that would  
22 otherwise apply that required meals must be served directly  
23 to eligible children, correct?

24 A. I do not recall the exact citation, but that would make  
25 sense.

1 Q. Okay. The waiver provides, however, that FNS -- and  
2 what does FNS stand for?

3 A. So FNS stands for Food and Nutrition Services, and it is  
4 the division of the United States Department of Agriculture  
5 that operates these programs.

6 Q. So the point of this waiver, as indicated, is FNS  
7 recognizes that in this public health emergency, continuing  
8 to require children to come to the meal site to pick up  
9 meals may not be practical and in keeping with the goal of  
10 providing meals while also taking appropriate safety  
11 measures this summer.

12 That's what it says, right?

13 A. That's what it says.

14 Q. Did you disagree at all with that principle?

15 A. I did not disagree.

16 Q. You understand why this waiver would be necessary to  
17 allow parents to come pick up the meals for kids so reduce  
18 the number of people congregating and also reduce the risks  
19 that the kids would get exposed to COVID?

20 A. Well, I understood it as it would need to be utilized if  
21 the noncongregate waiver was being utilized.

22 Q. Right. So together it's all about reducing the risk of  
23 exposure to people generally and children in particular,  
24 right, to COVID-19?

25 A. That is where I believe the waivers came from, yes.

1 Q. Okay. Let's look at Exhibit D7-171, please.

2 Do you recognize this document?

3 A. Yes, I do. It appears to be the April 20th, 2021,  
4 waiver Number 89, and it is a waiver to allow parent and  
5 guardian to pick up meals for children for school year 2021  
6 to 2022.

7 Q. Appears to be true and accurate, would you agree, from  
8 the USDA?

9 A. I believe so, yes.

10 MR. GOETZ: Offer D7-171 please, Your Honor.

11 THE COURT: Any objection?

12 MR. THOMPSON: No objection.

13 THE COURT: D7-171 is admitted and may be  
14 published.

15 BY MR. GOETZ:

16 Q. So this in essence extends the waiver we just talked  
17 about, allowing parents to pick up the meals for their  
18 children for the entire school year of 2021-2022?

19 A. Yes, although I would say this does not have the word  
20 "extension" in the subject. So I would think that something  
21 in that original waiver changed.

22 Q. Do you know what it is as you sit here today?

23 A. I do not.

24 Q. Okay. But the gist of it, would you agree, it's the  
25 same that allows parents and guardians to pick up meals for

1 children?

2 A. Yes, I would agree with that.

3 Q. Let's look at the next waiver subject then, the waiver  
4 of onsite monitoring. D7-172, please.

5 Do you recognize this Exhibit D7-172?

6 A. Yes, I do. So this one is also dated April 20th of  
7 2021. It is waiver Number 95, and this one does say  
8 extension. It is the waiver of onsite monitoring  
9 requirements for state agencies in the Child and Adult Care  
10 Food Program.

11 MR. GOETZ: Offer D7-172, Your Honor.

12 MR. THOMPSON: No objection.

13 THE COURT: D7-172 is admitted and may be  
14 published.

15 BY MR. GOETZ:

16 Q. So before we get into the substance of this, can you  
17 tell us, please, what requirement the Minnesota Department  
18 of Education had before COVID to monitor agencies in the  
19 Child and Adult Care Food Program?

20 A. Sure. So there are a number of requirements. If it's  
21 okay, I'll just generally speak about them.

22 So the requirement would be that the state agency,  
23 so the Minnesota Department of Education, needs to review, I  
24 believe it's 30 percent, of the sponsors in the Child and  
25 Adult Care Food Program. We do that once every three years,

1 a sponsor will get an administrative review. And then there  
2 are detailed requirements about what is included in that  
3 review.

4 Q. Would the review include actually going to sites?

5 A. Yes, it would.

6 Q. Would the review include perhaps talking with people who  
7 are running those sites?

8 A. Perhaps. When MDE conducts administrative reviews, we  
9 are reviewing the sponsor; and so when we visit a site, site  
10 staff may be present. But we are primarily working with the  
11 sponsor.

12 Q. Sure. But if you went to a site and you found that  
13 something wasn't being -- something wasn't happening in  
14 accordance with USDA/MDE regulations, you'd have an  
15 opportunity to communicate either directly to the site or to  
16 the sponsor that is above the site what's wrong and what  
17 they need to do to fix it, right?

18 A. That is correct.

19 Q. And did you in fact -- I know you had only been there  
20 since, was it May of 2019?

21 A. May of 2019, yes.

22 Q. But did you have a chance to do that yourself in the  
23 brief period of time you were working for MDE before COVID?

24 A. Yes, I accompanied an onsite review for the sponsor  
25 Providers Choice.

1 Q. And you found some things that they could improve and  
2 you communicated that, and did it happen?

3 A. I did. And yes, I did feel like it improved.

4 Q. Okay. Well, when this waiver happened, and I understand  
5 this is an extension but I'm just talking about the waiver  
6 as a classification, that onsite monitoring from MDE you and  
7 your staff stopped, right?

8 A. Yes, we paused the reviews.

9 Q. You had to do your job differently after COVID, would  
10 you agree?

11 A. I would agree with that.

12 Q. If we could go to the next page of 172, please. So if  
13 we could go to the fourth paragraph.

14 So your obligation to monitor the sites didn't  
15 end, you just had to continue to monitor activities of  
16 program operations off site, e.g., through a desk audit,  
17 correct?

18 A. For this particular waiver and program, yes, that is  
19 correct.

20 Q. So what is a desk audit?

21 A. So a desk audit is where we will ask for documents from  
22 the sponsoring organization, and then we review those  
23 documents at a desk essentially. So it is done virtual or  
24 remote.

25 Q. Okay. And does a desk audit also include perhaps asking

1 for photographs of activity at a site?

2 A. I suppose it could.

3 Q. Does a desk audit also possibly include setting up sort  
4 of a live stream from a site during a distribution time?

5 A. It could.

6 Q. And at any time did you do a desk audit -- you talked  
7 about these concerns that you had. Did you ever -- excuse  
8 me. Did you ever do a desk audit at any of the specific  
9 sites that you had concerns about?

10 A. I personally did not. I am not sure if another MDE  
11 staff person did.

12 Q. Okay. So you had the ability to do desk audits. You  
13 had concerns about the sites, but you never did a desk  
14 audit?

15 A. Well, I don't know if we never did it. I never did it.

16 Q. I'm only talking about you.

17 A. Then, no, I did not do a desk audit.

18 Q. And you were the business operations supervisor?

19 A. Business operations and support services supervisor,  
20 yes.

21 Q. Okay. And support meaning support the sponsor, support  
22 the sites, right?

23 A. Actually, no. Support services meaning the supportive  
24 services to our division. So this would be the applications  
25 staff, the claims staff, the customer service staff.

1 Q. Okay. Well, we'll come back to that.

2 If we could have D7-173, please.

3 Do you recognize -- and I'm just going to go  
4 through this quickly.

5 A. Mm-hmm.

6 Q. This is another waiver, waiver Number 96, correct?

7 A. That is correct.

8 Q. Appears to be true and accurate?

9 A. Yes, it does.

10 MR. GOETZ: Offer D7-173, Your Honor.

11 MR. THOMPSON: No objection.

12 THE COURT: It's admitted and may be published.

13 BY MR. GOETZ:

14 Q. So this waiver extends the nationwide waiver of onsite  
15 monitoring requirements for sponsors in the Child and Adult  
16 Care Food Programs, correct?

17 A. Yes, that is correct.

18 Q. Okay. I want to talk about an additional area of  
19 waivers, the bulk food distribution waivers. We'll get to  
20 that now.

21 If we could look at D7-165, please.

22 So is D7-165, is this another waiver, in fact  
23 waiver Number 1?

24 A. It does appear to be waiver Number 1, and appears to be  
25 the nationwide waiver to allow the meal service time

1 flexibility in the child nutrition programs.

2 Q. It appears to be true and accurate, would you agree?

3 A. I would agree.

4 MR. GOETZ: Offer D7-165.

5 THE COURT: Any objection?

6 MR. THOMPSON: No objection.

7 THE COURT: D7-165 is admitted and may be  
8 published.

9 BY MR. GOETZ:

10 Q. And as you covered with Mr. Thompson, pre-COVID if you  
11 have breakfast, lunch, snack, supper set times when those  
12 meals had to be distributed, but this took away that  
13 requirement, so you could give the food at times that didn't  
14 necessarily correspond with mealtimes, correct?

15 A. That is correct.

16 Q. And I say you. I'm sorry. I should say the sites could  
17 give the food at the time that didn't correspond with  
18 mealtimes?

19 A. Yes, I would agree with that.

20 Q. And let's jump to -- we'll come back to this, but  
21 D7-166, please.

22 This, would you agree, is waiver Number 2?

23 A. Yes, I would.

24 Q. Put out by the U.S. Department of Agriculture. Does it  
25 appear to be true and accurate?

1 A. Yes, it does.

2 MR. GOETZ: Offer D7-166.

3 MR. THOMPSON: No objection.

4 THE COURT: 166 is admitted and may be published.

5 BY MR. GOETZ:

6 Q. So we looked at some extensions of this waiver, but this  
7 is the second waiver that was in place to allow  
8 noncongregate feeding that we've talked about, right?

9 A. Yes, this was the second nationwide waiver that allowed  
10 noncongregate feeding.

11 Q. And so it was a result of these two waivers that you  
12 didn't have to pick up the food or get -- the children  
13 didn't have to receive the food at a set time, and the  
14 children didn't have to congregate to get the food, that  
15 there was allowance by the USDA to distribute food in bulk  
16 to children?

17 A. I wouldn't necessarily say that these two waivers  
18 equaled bulk. I would agree that these two waivers allowed  
19 the child not to eat in a congregate setting and not at the  
20 set times.

21 Q. The U.S. Department of Agriculture, in addition to the  
22 formal waivers, would occasionally put out informational  
23 pamphlets or brochures to help agencies like yours navigate  
24 the pandemic and operate your food programs, correct?

25 A. Yes. I believe they were formally referred to as the Q

1 and A documents.

2 Q. I'm looking at a document, Child and Adult Care Food  
3 Program providing multiple meals at a time for children  
4 during the coronavirus COVID-19 pandemic. That's what we're  
5 talking about, bulk food providing multiple meals at a time,  
6 correct?

7 A. Multiple meals at a time, yes.

8 Q. Would it refresh your recollection as to the source of  
9 that allowance to look at this document?

10 A. Sure.

11 MR. GOETZ: May I approach, Your Honor?

12 THE COURT: You may.

13 BY MR. GOETZ:

14 Q. So having looked at this -- are you familiar with this  
15 document, first of all?

16 A. I don't necessarily remember that specific document.

17 Q. But having reviewed it, is your recollection refreshed  
18 as to the source of the waivers or which waivers allowed  
19 multiple meals to be served at a single time?

20 A. Again, if it states that on there, I believe that to be  
21 true, yes.

22 Q. Okay. And nationwide waiver to allow meal service time  
23 flexibility that we talked about, that's one waiver. And  
24 nationwide waiver to allow noncongregate feeding, that's the  
25 other waiver?

1 MR. THOMPSON: Objection, Your Honor. Foundation.  
2 Improper refreshment of recollection.

3 THE COURT: Overruled.

4 You may answer if you can.

5 THE WITNESS: If, again, if that's what it states,  
6 then I believe that to be true.

7 BY MR. GOETZ:

8 Q. Okay. You talked about meal requirements and unitized  
9 meals and portions.

10 Where are you -- when you're talking about a  
11 unitized meal, where are you getting that definition?

12 A. So unitized meal, from my recollection, is referred to  
13 in the regulations. And then there is further USDA guidance  
14 that's not related to COVID that explains what a unitized  
15 meal is. I do not remember the exact source of that.

16 Q. Are you familiar with 7 C.F.R. 22 -- 226.20?

17 A. Not specifically, no.

18 Q. Could we have Exhibit D7-29, please?

19 Showing you Exhibit D7-29, do you recognize this  
20 document?

21 A. Yes, I recognize this to be the 7 C.F.R. 226, which  
22 would be the regulations related to Child and Adult Care  
23 Food Program, and it looks to be the Section 226.20. And  
24 then at the top it says was in effect November 24th, 2020.

25 MR. GOETZ: Offer D7-029, Your Honor.

1 THE COURT: Any objection?

2 MR. THOMPSON: One moment, Your Honor.

3 Objection, Your Honor. May we be heard at  
4 sidebar?

5 THE COURT: You may.

6 **(Sidebar discussion)**

7 THE COURT: Mr. Thompson.

8 MR. THOMPSON: Your Honor, the defendants objected  
9 to the witness speaking about regulations, opining on  
10 regulations, discussing regulations on direct.

11 It seems like what's good for the goose is good  
12 for the gander, and they shouldn't be allowed to now  
13 cross -- not only cross-examine her on them, but introduce  
14 these regulations and statutes as if we were trying to hide  
15 them from the jury.

16 THE COURT: Mr. Goetz?

17 MR. GOETZ: Your Honor, the government talked  
18 extensively about the five food groups, if you will, and  
19 what constitutes a meal and everything like that. This is  
20 the definition that she was talking about. I just want to  
21 get out for the jury exactly what was required. The  
22 government has opened this door. There's been extensive  
23 discussion about this.

24 THE COURT: Can you show me on the document where  
25 the unitization is?

1 MR. GOETZ: Certainly, Your Honor. I'm going to  
2 have to jump off my headphones here.

3 Your Honor, rather than talking about spoodles as  
4 units of measurement, we thought it would be best to have  
5 the jury have the actual data. And as I said, it's  
6 relevant, it's been gone into.

7 THE COURT: So my question was where. You just  
8 had asked her about unitization, and that was the context  
9 for the C.F.R. So I'm not -- where is it on this document?  
10 What are you intending to ask her?

11 MR. GOETZ: The definition of what constitutes a  
12 unitized meal is based upon this, this regulation, because  
13 it has to have so many -- so much of each of these  
14 components in a unitized meal. This is the building block  
15 for a unitized meal, Your Honor.

16 THE COURT: All right. I'll allow this to a  
17 certain extent, but I don't -- I'm going to allow -- not  
18 allow you to cross her as an expert since she didn't testify  
19 as an expert. There was no objection during her direct to  
20 any one question being expert testimony, and so I'm not  
21 going to allow to you cross her as an expert. But I will  
22 allow you to cross her on what she said and to use this  
23 document to do it.

24 MR. GOETZ: Thank you, Your Honor.

25 THE COURT: Okay.

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**(In open court)**

THE COURT: Thanks for your patience.

You have to give me the number again, but I'm overruling the objection and allowing the exhibit.

MR. GOETZ: D7-29.

THE COURT: Thank you. Admitted.

BY MR. GOETZ:

Q. My question, Ms. Honer, you talk about a unitized meal having to have certain portions of certain food groups, right?

A. Mm-hmm.

Q. Fruits, vegetables, proteins, whole grains and dairy, right?

A. That is correct.

Q. And this regulation sets forth those portions; is that right?

A. It does for the Child and Adult Care Food Program.

Q. And if we can just scroll down to the chart. Looking at -- this is an example of how someone might meet a unitary food requirement for a certain age group, right? Make sure they have enough whole grain rich cooked breakfast, pasta with whatever the case might be, according to this chart, right?

A. Yes, I believe so. These regulations set forward the component amounts that make up a meal.

1 Q. Okay. My question is, when you're talking about the --  
2 taking these regulations and communicating to the vendors  
3 what exactly they have to do to make sure these meals are  
4 unitized, in light of the waiver that allows sites to  
5 distribute food in bulk, how did you -- and I'm speaking of  
6 you personally -- communicate to the sites what they had to  
7 do to meet that unitized food requirement?

8 A. I don't recall talking directly to the sites. I talked  
9 with the sponsors.

10 Q. So whether or not the folks who are actually packaging  
11 the food and distributing the food, the sites, ever got a  
12 clear idea of what they needed to do and how they had to  
13 package the food, you don't know because you never talked  
14 with them, would you agree with that?

15 A. I would agree that I never talked with them. I would  
16 point back to one of the contract exhibits where there was  
17 an indication of the COVID waiver in relation to unitized  
18 meals.

19 Q. Sure. But in terms of what was communicated to the  
20 sites, you don't have any personal knowledge of that, you're  
21 relying on the sponsors to do that work, right?

22 A. Relying on the sponsors, and MDE also puts out, and I  
23 sign off on a number of these, bulletins in which anyone is  
24 allowed to be a subscriber. And we encourage our sponsors,  
25 our sites and our vendors to be subscribers to that

1 bulletin.

2 Q. Okay. That's helpful. But what do you do to make sure,  
3 not encourage, but to make sure that there's clear  
4 communication between your office and the sites about what  
5 constitutes a unitized meal?

6 A. We work with the sponsor on that.

7 Q. Okay. So, again, you don't have any direct  
8 communication with the sites, you yourself, about what  
9 constitutes a unitized meal?

10 A. Not on a regular basis outside of the review.

11 Q. In particular, did you ever have any direct  
12 communication with anybody who was involved in the  
13 Dar Al-Farooq site about what constitutes a unitized meal  
14 and what they had to do to package the food correctly  
15 according to your regulations?

16 A. Not to my recollection, no.

17 Q. Now, your job included giving technical assistance to  
18 the sponsors, correct?

19 A. That is correct.

20 Q. And you were responsible to give the sponsors proper  
21 training and guidance so that they could give the sites  
22 proper training and guidance, correct?

23 A. Yes.

24 Q. I want to go to a different topic now. Looking at  
25 policy memo or waiver 56.

1           Showing you D7-167, do you recognize this  
2 document?

3           A. Yes. It appears to be the August 31st, 2020, waiver  
4 Number 56, to allow Summer Food Service Program and the  
5 seamless summer option operations through December of 2020.

6           Q. And this, again, is a true and accurate copy of a USDA  
7 waiver, does it appear to be that?

8           A. It appears to be that.

9           MR. GOETZ: Offer D7-167, Your Honor.

10          THE COURT: Any objection?

11          MR. THOMPSON: No objection.

12          THE COURT: Admitted. And it may be published.

13          MR. GOETZ: Thank you, Your Honor.

14          BY MR. GOETZ:

15          Q. This waiver, if we can go to page 2, it allowed  
16 facilities to adopt curbside meal pickup and simply keep  
17 track of all meals served instead of relying on a point of  
18 service system to track and claim meals by type. Would you  
19 agree with that?

20          A. Are you looking at the fourth paragraph?

21          Q. Yes.

22          A. Oh, thank you. Yes, I would agree with that.

23          Q. So what this waiver provides is requiring schools to use  
24 a point of service, POS, to check eligibility and collect  
25 payment. "Could expose school food service personnel to

1 hundreds of individuals a day, further increasing risk to  
2 both the children, families and staff. Instead, program  
3 staff could focus on quickly providing meals at meal sites  
4 instead of spending time confirming individual student  
5 enrollment and eligibility status."

6 Did I read that correctly?

7 A. I believe you read that correctly.

8 Q. And if we could go to waiver 59, please.

9 Okay. One of my colleagues will cover that  
10 waiver.

11 Would you agree that then under both the  
12 nationwide waiver to allow noncongregate feeding in the  
13 Child Nutrition Program and the nationwide waiver of  
14 active -- the active -- activity requirement after-school  
15 care Child Nutrition Programs, the sponsors and vendors at  
16 the CACFP sites that did not have children actually  
17 attending were not required to maintain or collect  
18 attendance records?

19 A. I disagree.

20 Q. You disagree with that.

21 Are you familiar with Q and A information put out  
22 periodically by the U.S. Department of Agriculture regarding  
23 the Child Nutrition Program monitoring and reporting  
24 nationwide waivers?

25 A. I am aware that Q and A documents were released. I do

1 not remember them specifically.

2 Q. Do you recall -- do you ever recall viewing a Q and A  
3 document from April 9, 2020, which would have been  
4 relatively early in the pandemic?

5 A. Not specifically.

6 Q. Would it refresh your recollection to see if you are  
7 familiar with it if I showed it to you?

8 A. Sure.

9 MR. GOETZ: May I approach, Your Honor?

10 THE COURT: You may.

11 MR. THOMPSON: What exhibit is this, Fred?

12 MR. GOETZ: It's not an exhibit.

13 BY MR. GOETZ:

14 Q. So having looked at this question and answer  
15 informational sheet by the USDA, are you familiar with it?

16 A. Again, not specifically. I need time to read through  
17 it, but it appears to be a Q and A document the USDA  
18 released.

19 Q. Do you remember questions being posed in the kind of Q  
20 and A or FQA kind of format, "Due to traditional CACFP --

21 MR. THOMPSON: Objection, Your Honor. Is  
22 Mr. Goetz reading from something that's not been admitted  
23 into evidence?

24 MR. GOETZ: I'll rephrase.

25 THE COURT: Rephrase.

1 BY MR. GOETZ:

2 Q. Do you recall a question -- we're talking about the need  
3 to maintain attendance records. Do you recall there being  
4 in the information, the guidance you received, any question  
5 about the need for sites to maintain attendance records?

6 A. So from my memory of how that related, and this is where  
7 I disagreed, is that if children were not gathering, the  
8 attendance didn't necessarily be required, but a roster for  
9 the enrichment activity was still required.

10 Q. Right, right. And let's talk about that.

11 So, in other words, if you had, say, a specific  
12 after-school program at a church or a mosque, say, and you  
13 had a roster of all the children who attended that program,  
14 instead of weekly taking attendance and getting the names of  
15 the people -- or the kids who actually came, the site could  
16 use the rosters to submit and then get reimbursement based  
17 upon the number of meals served?

18 A. Well, the meals to be reimbursed needed to be accurate  
19 counts; and when we go in and we look back, we need to see  
20 which days.

21 So if a site decides to use their roster also as  
22 their meal count form, that's okay.

23 Q. So they could use their rosters as the source of the  
24 names, right?

25 A. If those children attended for that enrichment activity.

1 Q. Okay. But, again, this is for the meal program that  
2 we're talking about, correct?

3 A. Correct. Yes, you can't submit a claim unless they  
4 received a meal.

5 Q. Right. And the meal program also included waivers that  
6 the parents could pick up meals for their children, correct?

7 A. That is correct.

8 Q. And it required waivers that didn't require that the  
9 children actually get together and attend, correct?

10 A. That is correct.

11 Q. As long as they were enrolled in that program and they  
12 were all on the roster, they were eligible to get food,  
13 right, at that site?

14 A. At that site, yes.

15 Q. Let me step back generally. So I know this was -- I  
16 mean, it's a difficult time for a lot of people, and it was  
17 a particularly difficult time for you, I imagine. You'd  
18 been at the job for less than a year when -- just as you  
19 were getting, I assume, kind of the hang of it, you know,  
20 things changed, right?

21 A. I can agree with that, yes.

22 Q. Okay. Because this was your first time working for a  
23 state agency in the food program, as I understand it, right?

24 A. At the state agency level, yes.

25 Q. You'd been involved -- you talked about some work you

1 did with Bayfield County?

2 A. That is correct.

3 Q. Okay. And in our informal discussion I told you I know  
4 that area. It's a beautiful part of the country.

5 You worked at a -- or in the county's program to  
6 help people -- help me understand what you were exactly  
7 doing there. It was different from what you're doing now,  
8 right?

9 A. Sure. Yes, it was different. So when I worked for  
10 Bayfield County, I worked for the Department of Human  
11 Services. And within Human Services, I worked for the aging  
12 and disability services section. And within that section,  
13 the food programs that I coordinated was the home delivered  
14 meal program and the congregate dining program for seniors.

15 Q. Okay. And Bayfield County is -- let's just say it has a  
16 much smaller population base than you're dealing with now,  
17 right?

18 A. Yes.

19 Q. So the scale of the entire enterprise was much, much  
20 smaller, right?

21 A. Yes.

22 Q. Okay. So here you are, you're with a state agency.  
23 You're getting up to speed on your new job, and you've got  
24 these waivers.

25 Is it true that you did not want MDE to follow the

1       waivers from USDA at some point?

2       A.   At some point I did not want to accept the waivers  
3       because of the concerns I had, but I did change my mind on  
4       that.

5       Q.   Okay.  But at some point there were federal regulations  
6       that were in place that were being waived by the U.S.  
7       Department of Agriculture.  Your supervisors had said these  
8       are rules that we're going to follow here in Minnesota, but  
9       you disagreed with that.  Which ones did you specifically  
10      disagree with?

11      A.   And I wouldn't even say that I necessarily, like, so  
12      strongly disagreed.  I was challenging how they were being  
13      operated at certain sites.

14                   And then can you repeat, what was the rest of the  
15      question?

16      Q.   Sure.  Which of the waivers did you disagree with?

17      A.   I don't remember.

18      Q.   You gave multiple interviews to government agents.  
19      We'll talk more about that.  But do you remember that?

20      A.   I remember giving interviews.  I don't remember all of  
21      the information I gave.

22      Q.   You had concerns.  Did you do things independently  
23      outside of your normal duties and responsibilities to follow  
24      up on these concerns that you had?

25      A.   I do not believe so.

1 Q. Were you ever reprimanded for doing things outside the  
2 scope of what you had been told to do during the pandemic?

3 A. No.

4 Q. Did you ever do research on your own into your concerns?

5 A. Not outside the scope of my duties, no.

6 Q. Did your supervisors at the Minnesota Department of  
7 Education ever tell you to stop what you were doing in your  
8 research?

9 A. I do not recall that.

10 Q. Do you remember giving an interview to multiple federal  
11 agents and prosecutors in March of 2022?

12 A. The time frame sounds correct.

13 Q. Do you remember telling them that upper MDE management,  
14 because they were worried about this lawsuit, told you to  
15 stop looking into some of these things that you were  
16 concerned about?

17 A. No, I do not remember that.

18 Q. So at any time did you -- these concerns that you're  
19 talking about -- and as I understand your testimony, you had  
20 these concerns as early as April of 2020; is that right?

21 A. I would say the majority of my concerns started in the  
22 summer of 2020. I would put that around July. But there  
23 were applications starting to come in with some concerns in  
24 April of 2020. So I guess you could say that.

25 Q. So a month into the pandemic you had some concerns,

1 right?

2 A. Yes.

3 Q. But it's not until March 31st of 2021 that there is the  
4 letter sent to Feeding Our Future, the corrections letter?

5 A. That is correct.

6 Q. Did you at any time -- well, strike that.

7 I want to ask you about a different topic now.

8 Let's talk about vendors. All right?

9 Is another name for a vendor a food service  
10 management company?

11 A. Yes.

12 Q. And does the Minnesota Department of Education actually  
13 provide contact information to schools and other agencies or  
14 organizations about some of who these vendors or food  
15 service management companies are that they can work with?

16 A. We used to.

17 Q. I have a food service management company's contact  
18 information as recently as March 21, 2024. Does that sound  
19 right, or would you dispute that?

20 A. No, that sounds correct.

21 Q. And some of the vendors, again, you don't endorse any  
22 particular vendor, but you're trying to give information to  
23 sites and sponsors about people who they can work with if  
24 they need to work with a vendor, right?

25 A. Correct, we would provide the contact information.

1 Q. And Aramark Educational Services, you know that's one of  
2 the food service management companies or vendors that's on  
3 the list?

4 A. That sounds to be correct.

5 Q. They're a big food service company. You're familiar  
6 with them?

7 A. Yes.

8 Q. A'viands, LLC, another big food service management  
9 company?

10 A. A'viands, yes.

11 Q. Papa Johns, pizza place?

12 A. I do not recall that one.

13 Q. Okay. Would you like to see the list?

14 A. Sure.

15 MR. GOETZ: May I approach, Your Honor?

16 MR. THOMPSON: Your Honor, I don't know if he's  
17 trying to refresh her recollection or admit something in  
18 evidence. I think it's one or the other.

19 MR. GOETZ: Refresh recollection.

20 THE COURT: And you may do so. Thank you.

21 MR. GOETZ: Thank you.

22 BY MR. GOETZ:

23 Q. So Papa Johns was on the list of vendors as well,  
24 correct?

25 A. It was, but I'm not sure if that's the exact pizza chain

1 or if that's just another restaurant that has the same name.

2 Q. My question is, when you're talking about -- so vendors,  
3 they're -- they can be for-profit companies, correct?

4 A. Yes.

5 Q. And, to your knowledge, has MDE ever gone to Aramark or  
6 A'viands or Papa Johns and give them any kind of  
7 restrictions on how much of a profit they can -- they can  
8 make or what they can do with the money that they receive  
9 from the program?

10 A. Not necessarily in those terms.

11 Q. Okay. One thing I want to talk about next, during the  
12 time you were with the Minnesota Department of Education,  
13 again, we've established that started May of 2019, I want to  
14 talk about the pandemic and some of the impacts it may have  
15 had on your program or your agency.

16 A. Mm-hmm.

17 Q. Would you agree that in general food insecurity  
18 dramatically increased during the pandemic?

19 A. I would agree that we believe that to be true. I don't  
20 know if we had any data that backed that up at that time.

21 Q. Okay. Would you agree that some people were perhaps  
22 more vulnerable to being impacted on a food security basis  
23 by the pandemic than others? For example, did you lose your  
24 job?

25 A. I did not.

1 Q. You still got a paycheck?

2 A. I did.

3 Q. What about a taxi driver or an Uber driver, could you  
4 understand how their life may be more affected than yours?

5 A. I could.

6 Q. Restaurant workers, again, another group of people that  
7 would perhaps have greater food insecurity than you did.

8 Would you agree with that?

9 A. I would.

10 Q. People who worked in the hotel industries, the  
11 housekeepers, the maintenance staff, anybody who worked in  
12 the hotel, they would likely have greater food insecurity  
13 during the pandemic?

14 A. Yes, I could agree with that.

15 Q. Do you know anything about the population of the  
16 Dar Al-Farooq mosque? And when I say population, the type  
17 of people from what walks of life actually congregate and  
18 worship there?

19 A. I do not specifically.

20 Q. So how many people might work as Uber drivers or in a  
21 hotel or restaurants, you don't know one way or another,  
22 correct?

23 A. I do not.

24 Q. The next thing I want to cover with you, Ms. Honer, is  
25 some of the documents that you reviewed with Mr. Thompson,

1 specifically relating to the Dar Al-Farooq site, the  
2 CLiCS --

3 A. Sure.

4 Q. -- documents. Let's look at C-93, please.

5 So I'm showing you what's received in evidence as  
6 Government Exhibit C-93.

7 A. Yes, I see that.

8 Q. So this was an application for the Dar Al-Farooq Islamic  
9 Center/ThinkTechAct to operate a site at 8201 Park Avenue  
10 South, correct?

11 A. Yes, specifically the Child and Adult Care Food Program.

12 Q. Thank you for that clarification.

13 Can we just highlight the top quarter of this  
14 document, please?

15 MDE approved this application, correct?

16 A. Yes.

17 Q. And the approve date range was from January 2021 through  
18 September of 2021, correct?

19 A. That is correct.

20 Q. So even though this was a period when, according to you,  
21 you've had concerns for at least six months, you -- your  
22 agency approved this application?

23 A. That's correct.

24 Q. And if we could look at page 2, please.

25 The approval included an estimated daily

1 enrollment, if we can blow up Number 6, 6,000, right?

2 A. That is correct.

3 Q. That's what the Minnesota Department of Education  
4 approved, correct?

5 A. That is correct.

6 Q. Go down to the meals, please.

7 School snack, lunch, breakfast, supper, through  
8 those different months, that's what was approved, correct?

9 A. Well, under number C, those are the number of shifts for  
10 each meal type. I believe the meals are on the next --

11 Q. So I guess before we go there, help us understand that  
12 when it says shifts, what does that mean?

13 A. So shifts would mean if a meal is being served -- well,  
14 let's say there's an At-Risk Program, because this is a  
15 Child and Adult Care Food Program application.

16 So if there were -- that program being operated at  
17 two different times and meals were served at both of those  
18 times, each one of those would be a shift.

19 Q. Okay. I think I understand that, maybe not, but we'll  
20 move on.

21 If we could go down to the next page, please. If  
22 you could, can you highlight the internal application notes?

23 Can you help us understand, first, what the  
24 internal application notes are?

25 A. Yes. So the internal application notes in our

1 technology system is only for the Department of Education  
2 staff to see. The sponsors do not see this.

3 And then how we generally write notes is the most  
4 recent on top.

5 Q. And help us understand these notes that are in this  
6 Exhibit C-93, please.

7 A. Sure. So again, it's going on the most recent and then  
8 moving back. So that first sentence of "Per EH," which  
9 would be my initials, so it stands for "Per Emily Honer,  
10 removed the stop pay on April 29th, 2021." And it looks  
11 like the MDE staff person with the initials JF issued that.

12 Q. Okay. And the stop pay, is that what you talked about  
13 just at the end of your direct examination with  
14 Mr. Thompson?

15 A. That is correct.

16 Q. So that was removed for this site as of April 29, 2021;  
17 is that right?

18 A. That is correct.

19 Q. So the next line, "Per EH." Again, that's you, right?

20 A. That is correct.

21 Q. What does that say?

22 A. So that says, "Per EH, site on stop pay due to SD claim  
23 validation." And then the staff initials KP, and then April  
24 23rd, 2021.

25 Q. And what does that mean?

1 A. So that means that on April 23rd I issued this site to  
2 be put on stop pay because of the serious deficiency claim  
3 validation requirement, and the staff person with the  
4 initials KP made that happen in the site application.

5 Q. So as I understand it, the stop pay was in place for the  
6 Dar Al-Farooq site for six days; is that right?

7 A. That's what it appears to be, yes.

8 Q. I want to go -- let's look at this exhibit page 4.

9 So just stepping back, just so the jury will have  
10 some sense of what we're looking at here in the totality, so  
11 the totality of this Exhibit C-93, the first few pages are  
12 the application, correct?

13 A. That is correct.

14 Q. For the CACFP, the Child and Adult Care Food Program?

15 A. That is correct.

16 Q. And all of the other documents, I think, or pages, I  
17 think there's 28 total, those are all then the claims that  
18 would be submitted to MDE for that site for that program,  
19 right?

20 A. Yeah. I don't remember page numbers, but that could be  
21 correct.

22 Q. Okay. I've looked at it. Trust me, it's got 28 pages.

23 And all of those claims would have been submitted  
24 by the sponsor, in this case Feeding Our Future, to MDE,  
25 correct?

1 A. That is correct.

2 Q. But looking at page 4, this is a claim for the month of  
3 January 2021.

4 A. That is correct.

5 Q. At the top it indicates claim status. Could we just  
6 look at that, please?

7 A. Oh, yes, I see that.

8 Q. And what is the claim status? What did MDE do with that  
9 claim?

10 A. The claim status is that it was approved.

11 Q. And if we could go down, the average daily attendance,  
12 can we blow that up? Just right down below that, please.

13 2,000. That was less than the 6,000 in the  
14 application. Would you agree with that?

15 A. Yes, I would.

16 Q. Okay. And let's go to page 6, please.

17 Again, the claim status is approved. MDE approved  
18 this claim, correct?

19 A. The MDE CLiCS system approved this claim due to the  
20 claim edits, yes.

21 Q. Okay. And the average daily attendance, 3,500, again,  
22 that's less than the application, correct?

23 A. Yes, I would agree 3500 is less than the 6,000.

24 Q. Page 8, please.

25 Again, this is from March of 2021. And, again,

1 the claim status, MDE approved this, correct?

2 A. Yes, again, the CLiCS system approved that, yes.

3 Q. Well, the reason for adjustment, what does that mean?

4 A. Yes. So the reason for adjustment is for a couple of  
5 purposes.

6 So a sponsor of this program, when they are  
7 auditing their documents, if they find a mistake or a reason  
8 to adjust, they can do that automatically within 60 days.  
9 Anything outside of that, MDE will have to adjust and we  
10 would then fill that out.

11 Q. Okay. But MDE did not make any adjustment to this  
12 claim.

13 A. We did not make an adjustment to this claim.

14 Q. And the next line, other -- when it says describe name  
15 of reviewer. What reviewer are they talking about? Is that  
16 an MDE reviewer?

17 A. Yes. And this particular reason is mostly our  
18 adjustments are related to when we do an administrative  
19 review. And so, again, we're taking a sample month,  
20 reviewing the documents. And so if a reviewer finds a need  
21 to increase or decrease, that's typically where we use that.  
22 And so the reviewer is the person assigned to that review.

23 Q. So despite these concerns that you talked about being  
24 out there, there was no review done of this claim, right?

25 A. Well, that particular section doesn't -- doesn't belong

1 to the review of the claim, it belongs to the review of the  
2 site. But I would agree that there was no review done that  
3 resulted in an adjustment for this site.

4 Q. Okay. Thank you for that clarification.

5 And let's look at page 10.

6 And I'm going to go through these quickly.

7 March 2021, again, the claim is approved; is that right?

8 A. Yes, it is.

9 Q. Page 12. April 2021, the claim for Dar Al-Farooq was  
10 approved, correct?

11 A. Yes, it was.

12 Q. Page 14. May of 2021, the claim for Dar Al-Farooq was  
13 approved, correct?

14 A. Yes, that's what it says.

15 Q. Page 16. June 2021, that claim was approved by MDE,  
16 correct?

17 A. Yes.

18 Q. Page 18. September 2021, that claim was approved,  
19 correct?

20 A. Yes.

21 Q. And just for point of reference, if we can go to the  
22 average daily attendance, 3,423. Again, that's still below  
23 that 6,000 figure that we looked at in the application?

24 A. I would agree it's below the 6,000 figure.

25 Q. Page 20. October 2021, again, that claim was approved?

1 A. Yes, it was.

2 Q. Page 20 -- sorry, page 22. November 2021, that claim,  
3 again, was approved?

4 A. Yes, it was.

5 Q. Page 24. February 2021, that claim was approved?

6 A. Yes, it was.

7 Q. Page 26. July 2021, that claim also was approved?

8 A. Yes. I just want to make a clarification. We've moved  
9 from the Child and Adult Care Food Program to the Summer  
10 Food Service Program.

11 Q. Thank you for that clarification.

12 Page 28. And this is the SFSP program claim for  
13 August of 2021. That claim was also approved?

14 A. That is correct.

15 THE COURT: Mr. Goetz, are you at a stopping  
16 place?

17 MR. GOETZ: Yes, Your Honor.

18 THE COURT: All right. Then we'll take our  
19 afternoon break and come back at 3:15. Thank you.

20 All rise for the jury.

21 **IN OPEN COURT**

22 **(JURY NOT PRESENT)**

23 THE COURT: We're in recess. 3:15. Thank you.

24 (Recess taken at 3:00 p.m. till 3:20 p.m.)

25

**IN OPEN COURT****(JURY PRESENT)**

1 THE COURT: You may all be seated.

2 Mr. Goetz, you may continue.

3 MR. GOETZ: Thank you, Your Honor.

4 BY MR. GOETZ:

5 Q. Hello again, Ms. Honer.

6 A. Hello.

7 Q. Just to sum up where we were, we were talking about the  
8 claims for the Dar Al-Farooq site, Exhibit C-93. There were  
9 approximately, I think, 13, 14 claims that were reviewed.

10 As I understand it, those claims were paid by MDE without  
11 reviewing any of the underlying documents that were given to  
12 the sponsors; is that right?

13 A. That is correct.

14 Q. Sponsors had to maintain the documents but MDE didn't --  
15 excuse me, MDE didn't necessarily review them to pay the  
16 claims, right?

17 A. Correct.

18 Q. I want to look at C-100, which you covered with  
19 Mr. Thompson. That's Government Exhibit C-100.

20 So this, again, is the application for the SFSP,  
21 the Summer Food -- forgive me. What's the -- it's been a  
22 long day.

23 A. Yeah.

1 Q. SFSP is Summer Food --

2 A. Service Program.

3 Q. Service Program for the Dar Al-Farooq Islamic  
4 Center/ThinkTechAct. Again, this application was approved,  
5 correct?

6 A. That is correct.

7 Q. And the program year, 2021-2022?

8 A. That appears correct, yes.

9 Q. And in contrast to Exhibit 93 as we've just clarified,  
10 this is for the SFSP program as opposed to the CACFP  
11 program?

12 A. That is correct.

13 Q. And on page 2, this has a maximum daily participation --  
14 Number 5, if we could just blow that up -- of 4,000,  
15 correct?

16 A. Yes, on the application is 4,000 as the maximum.

17 Q. And thinking back to the numbers that we just reviewed  
18 with the claims on Exhibit 93, those are all below 6,000.  
19 They're below 4,000, right?

20 A. I do believe they were below 4,000.

21 Q. And on page 2, the meals are to be served -- Number 7,  
22 the operational schedule -- Saturday. And it indicates what  
23 type of meals?

24 A. Yes. So under Number 7, as you mentioned, Saturday is  
25 checked. And in the note section it is listed as bundled

1 meals.

2 Q. And as we talked about, that means that multiple meals,  
3 unitized meals, could be put in a single bag or box or  
4 whatever it is, correct?

5 A. Yes. Multiple meals and meal types could be bundled  
6 together in one distribution.

7 Q. And also on page 2 at the bottom, Afrique Hospitality  
8 Group is the vendor, correct?

9 A. That is correct.

10 Q. And that's all I have for that exhibit.

11 Let's look at Exhibit C-102, please. Government  
12 Exhibit C-102.

13 This is the Summer Food Service Program contract  
14 for vended meals between Feeding Our Future and Afrique  
15 Hospitality Group, right?

16 A. That appears correct, yes.

17 Q. And the site, as indicated, is Dar Al-Farooq, correct?

18 A. That is correct, yes.

19 Q. Has the contract term June 2021 through June 2022,  
20 basically?

21 A. Yes. June 1st, '21 through June 1st, 2022.

22 Q. The meals checked, B, L, that means the meals will be  
23 breakfast and lunch?

24 A. That is correct.

25 Q. And if we could turn to page 8 of this document, please.

1           The sponsor estimates the total payments to the  
2 vendor under this contract to be \$245,000. That was this  
3 contract, correct?

4 A. Yes, that was on this contract.

5 Q. And this -- again, the contract is for the Summer Food  
6 Service Program, correct?

7 A. Yes, I believe that's this contract.

8 Q. And the name for the representative of Afrique  
9 Hospitality is Mukhtar Shariff. You'd never seen his  
10 signature before, correct?

11 A. I don't remember if I had or not before this.

12 Q. All right. So, I guess, my point is you're assuming  
13 this is Mr. Shariff's signature, but you don't know that for  
14 a fact? You don't know that from personal knowledge?

15 A. Correct, I did not have a signature to compare to, and I  
16 did not see this person sign it.

17 Q. And you are not a handwriting expert or anything?

18 A. I am not a handwriting expert.

19 Q. Okay. And Aimee Bock, whether or not she said -- it  
20 looks like -- I can't tell, but is it an electronic  
21 signature, do you know one way or another?

22 A. I do not know one way or another.

23 Q. Okay. Mukhtar Shariff, have you ever met him?

24 A. I do not believe so.

25 Q. ThinkTechAct, I want to ask you a question about that

1 quickly.

2 Do you know who is the director of that? You said  
3 you thought it was Abdiaziz Farah, Abdiaziz Farah?

4 A. Yes, I do believe that it was him.

5 Q. And why do you believe that?

6 A. I believe that because ThinkTechAct had been applying  
7 for sponsorship as well, and I believed that I had  
8 remembered that name connected.

9 Q. Could you be misremembering that? Is there any  
10 possibility of that?

11 A. Possibility. If you had documentation to show me  
12 otherwise.

13 Q. Well, do you know the name Mahad Ibrahim?

14 A. Yes, I do.

15 Q. Do you know if Mahad Ibrahim is in fact the director or  
16 the CEO of ThinkTechAct?

17 A. I know that Mahad Ibrahim was connected. I don't know  
18 his exact title.

19 Q. Okay. So fair to say, who is actually running  
20 ThinkTechAct, you don't know from personal knowledge?

21 A. No.

22 Q. A few topics that I want to review that you covered with  
23 Mr. Thompson.

24 We talked about in C-100 where it's talking about  
25 bundled meals or bulk meals, and you've talked about a bit

1 of that with Mr. Thompson. You talked about instructions.

2 A. Yes.

3 Q. That if they're going to be multiple meals in a bag and  
4 they're not unitized, there should be instructions then  
5 about how the food should be divided, correct?

6 A. Correct.

7 Q. As easy as putting it in a microwave, that's the extent  
8 of the instruction, correct?

9 A. The instructions should include -- or should be limited  
10 to minimal preparation.

11 Q. Is there any specific rule or guidance that you can  
12 point to that sets out exactly what those instructions  
13 should say or how specific?

14 A. I believe under the Summer Food Service Program guidance  
15 it just refers to minimal preparation and unitized meals.

16 Q. Okay. So in terms of somebody who's got to actually  
17 type out these instructions, how do they know how specific  
18 or general or simple they have to be?

19 A. Well, it depends on the age range of the child. It  
20 depends on what is appropriate for that child to be able to  
21 prepare and to be able to easily eat with minimal  
22 preparation. And so it really depends on that childcare  
23 component and who the audience is.

24 Q. Fair to say that whoever is preparing those instructions  
25 has to make kind of judgment calls about all of those

1 factors that you just talked about, when they're writing out  
2 those instructions?

3 A. Judgment calls, reasonableness, yes.

4 Q. Okay. Reasonableness, that is ultimately determined by  
5 whoever is writing those instructions, correct?

6 A. That is the person or the individual determining it at  
7 the moment, but it has to be a general reasonableness.

8 Q. Sure. If -- let me put it this way: If a bag of food  
9 was distributed that had instructions as to how the food  
10 should be distributed and the instructions were maybe a  
11 little more complicated than they should have been, maybe a  
12 little bit unreasonable, would that mean that the food  
13 wasn't distributed?

14 A. It would mean that the food would not be reimbursable.

15 Q. Okay. Just -- and who -- did you ever deny a claim for  
16 reimbursement based upon overly complex or unreasonable  
17 language on an instruction sheet for a bundled bag of food?

18 A. Not specifically on the instructions, no.

19 Q. Okay. Talking about Mukhtar Shariff again. You  
20 indicated this morning that you remember seeing his name.  
21 We went through that one contract for Afrique. You talked  
22 about seeing Afrique on other documents as a vendor.

23 A. Mm-hmm.

24 Q. Where would that have been?

25 A. Sure. So in our -- as I had mentioned before, on our

1 Child and Adult Care Food Program, we have a participation  
2 report. So that particular report does not pull in the  
3 vendor names, but the Summer Food Service Program report  
4 does. So I would have been looking at those reports and  
5 would have seen that name there.

6 Q. So as you sit here today, besides Dar Al-Farooq, can you  
7 tell us any other site that Afrique was a vendor for?

8 A. I cannot. I do not recall.

9 Q. Now, you had concerns about Afrique because it was a new  
10 company.

11 Do you know whether or not the people who may have  
12 been involved -- I'll start asking the question again.

13 Do you know if the people who were involved with  
14 Afrique, say actually ordering the food and doing that work,  
15 had any preexisting relationships with anybody in the  
16 food -- in the wholesale food business?

17 A. I do not know that.

18 Q. And I had one question, and maybe I misunderstood this,  
19 but you were talking about with Mr. Thompson about how there  
20 was a time when claims stopped, you were stopping paying and  
21 then you paid the claims again.

22 MDE voluntarily paid the claims, correct? After  
23 the stop period ended, MDE voluntarily paid the claims,  
24 correct?

25 A. Yes, with the understanding that we did not have the

1 authority to continue to stop it.

2 Q. But to be clear, the judge in that lawsuit in Ramsey  
3 County, Judge Guthmann, he never ordered MDE to pay the  
4 claims, MDE did that voluntarily?

5 A. That is correct. He did not make an order on that date.

6 Q. And I want to talk to you just a little bit to wind up  
7 here about that lawsuit.

8 It was very nasty, would you agree?

9 A. I would absolutely agree with that.

10 Q. And -- and I don't mean to bring up a painful subject,  
11 but it relates to the case and some of your testimony.

12 It looks like they personally disrespected you in  
13 some of the allegations that they were making.

14 A. Sure.

15 Q. Accused you of being discriminatory and racist?

16 A. Yes, me and my staff.

17 Q. But I take it that's something that you personally were  
18 angry and upset about.

19 A. I was frustrated, but I was also confident that I was  
20 not.

21 Q. But did you take -- I mean, you took offense at being  
22 called a racist. Would you agree with that? I mean, I  
23 would.

24 A. Although it did not make me feel good, I don't know if I  
25 would say I took offense to it.

1 Q. Do you remember telling agents when you met with them in  
2 March of 2022 that you were upset by the allegations that  
3 you and your staff were being discriminatory and were  
4 racist?

5 A. I do not; but if it's in there, then I would believe  
6 that.

7 Q. Do you remember in April of this year, April 20th of  
8 2024, just about a week or so ago when you met to prepare  
9 your testimony the final time, telling agents and  
10 prosecutors that you felt disrespected because you were not  
11 someone who would ever discriminate?

12 A. If that's what the notes say, then I would believe that.

13 Q. Have you ever felt discriminated against yourself by  
14 others?

15 A. Sure.

16 Q. Okay. It's not a good feeling, is it?

17 A. It's not.

18 Q. You were, would you agree, instrumental, you yourself as  
19 an individual, in reporting your concerns that ultimately  
20 lead us here today to the USDA, Office of Inspector General,  
21 OIG, and then the FBI?

22 A. I would agree that I was instrumental in my role in  
23 reporting that to the OIG and then to the FBI.

24 Q. Okay. And would you also agree that when you look at  
25 this entire saga that's been going on since the pandemic,

1 you view the USDA, OIG and the FBI as your federal partners?

2 A. I would disagree.

3 Q. You wouldn't use that phrase?

4 A. I would not.

5 Q. Finally, I want to ask you about a regulation. 7 C.F.R.  
6 226.14(C).

7 Do you know what that regulation is?

8 A. It sounds familiar, but I'd have to see it.

9 Q. Let me ask it to you this way: Is there a regulation  
10 that requires if MDE pays claims that it shouldn't that USDA  
11 ultimately determines it shouldn't have paid, weren't valid,  
12 that USDA can then go back and clawback the money from MDE  
13 and the State of Minnesota?

14 A. The USDA does have that authority.

15 Q. So if any of the claims that we're talking about here in  
16 this case are invalid, the U.S. Department of Agriculture  
17 can go back and clawback \$200 million from the State of  
18 Minnesota?

19 A. They could do that.

20 Q. Have they done it?

21 A. They have not.

22 Q. With respect to any of the claims that are at issue in  
23 this case with respect to Dar Al-Farooq, has the USDA made  
24 any effort to clawback that money?

25 A. No, they have not.

1 MR. GOETZ: I have no further questions.

2 THE COURT: Thank you, Mr. Goetz.

3 Mr. Cotter.

4 CROSS-EXAMINATION

5 BY MR. COTTER:

6 Q. Good afternoon.

7 A. Good afternoon.

8 Q. My name is Patrick Cotter. I represent Mohamed Ismail.  
9 I know it's been a long afternoon. My colleague has done a  
10 nice job covering a lot of things.

11 I joke with myself; I always feel like I'm the  
12 least smart person in the room. So I have to cover some  
13 stuff that may have been covered, but it needs to be cleared  
14 up to me.

15 A. Sure.

16 Q. I'm just going to start with the hierarchy here to make  
17 sure that we're clear. United States Department of  
18 Agriculture is the national division of the federal  
19 government that oversees these two programs which are -- let  
20 me just get my notebook -- the Child and Adult Care Food  
21 Program and the Summer Food Services Program; is that  
22 correct?

23 A. That is correct.

24 Q. And, of course, as government goes, within that there's  
25 the Food Nutrition Service, which is the actual division

1 that governs at the federal level; is that correct?

2 A. That is correct. They are the division within USDA.

3 Q. And they promulgate rules in order to -- for these  
4 states to be able to apply the statutes and administer these  
5 programs; is that correct?

6 A. I would agree with the caveat that I'm not exactly sure  
7 how USDA goes about their rule making or what the process  
8 is, but yes.

9 Q. Yeah, I was just asking from a high level perspective.  
10 Thank you.

11 And then, of course, I think -- and I've seen it  
12 in other testimony of yours, you've brought up regulations,  
13 correct? You understand that there's certain regulations  
14 that apply to these programs?

15 A. Yes.

16 Q. And are they found in what's called the Code of Federal  
17 Regulations? Are you familiar with that term?

18 A. Yes, I am familiar with that term.

19 Q. And there are certain ones that specifically apply to  
20 the two food programs that I just described; is that  
21 correct?

22 A. Yes, there are two subparts within the USDA section that  
23 apply to each of those programs.

24 Q. And that's 225 and 226; is that correct?

25 A. Yes. 226 applies to the Child and Adult Care Food

1 Program and the other two Summer Food.

2 Q. Right. And they're found in Chapter 7, right?

3 A. Yes.

4 Q. All right. And so the Minnesota Department of  
5 Education, you're tasked with actually administering these  
6 programs at the statewide level; is that correct?

7 A. That is correct.

8 Q. And in fact you -- not you personally, but the Minnesota  
9 Department of Education created computer programs to assist  
10 you in administering these programs; is that correct?

11 A. That is correct.

12 Q. And these were created well in advance of the essential  
13 epic experience that was the COVID-19 pandemic; is that  
14 correct?

15 A. That is correct.

16 Q. And that would include this CLiCS program that you've  
17 described; is that true?

18 A. Yes, that's true.

19 Q. And that CLiCS program existed prior to your employment,  
20 which is only about a year before the pandemic hit, correct?

21 A. Yes. CLiCS existed long before 2019.

22 Q. All right. And you're not the one that obviously is the  
23 software engineer on it, but I'm assuming you were trained  
24 extensively on how it was to be used; is that correct?

25 A. Yes, I feel that I was trained on it, and I am

1 definitely not a software developer.

2 Q. Sure. And is that program -- of course, it's the same  
3 program that was used throughout the pandemic; is that  
4 correct?

5 A. That is correct.

6 Q. And that program is still used to this day; is that  
7 correct?

8 A. That is correct.

9 Q. Now, we talked -- you know, there was a whole morning  
10 that was spent on the pre-pandemic time frame. And frankly  
11 that's of very little relevance to me, so I want to focus on  
12 when the pandemic hit.

13 We've talked about there was rules that applied to  
14 administering this program; is that correct?

15 A. Yes, that is correct.

16 Q. There was a computer program called CLiCS that was used  
17 in order to actually input the data and make the program  
18 work, correct?

19 A. That is correct.

20 Q. And then the pandemic hit, and as you've testified  
21 previously, 113 waivers were issued or promulgated at the  
22 federal level to how this program was supposed to be  
23 administered; is that correct?

24 A. Yes. And those waivers covered multiple programs.

25 Q. All right. And so the answer to my question is yes,

1 there was 113, at least, waivers that were issued, correct?

2 A. That is correct.

3 Q. And a lot of them were extensions, meaning -- you know,  
4 that's why we're not going to put into evidence every single  
5 extension, but ultimately it started -- because we didn't  
6 know how long the pandemic would last, did we?

7 A. We did not.

8 Q. And we didn't know how it would change our lives, did  
9 we?

10 A. We did not.

11 Q. And we didn't know that maybe there would be online  
12 learning that would go on for much longer than we thought,  
13 correct?

14 A. I would agree with that.

15 Q. And we didn't know that some schools would go back in,  
16 you know, in-person learning sooner than other schools,  
17 correct?

18 A. I would agree with that.

19 Q. All right. And there's various types of schools,  
20 private schools, public schools, charter schools, at -- you  
21 know, home schooling. There's a lot of different types of  
22 kids and a lot of different types of programs, correct?

23 A. For educational programming, yes.

24 Q. All right. And so these waivers, there was the rules  
25 that were promulgated in Chapter 225 and 226, and then there

1 was the waivers that were -- that essentially became the law  
2 then as to how they were to be applied during the pandemic,  
3 correct?

4 A. I would disagree. I think the waiver offered  
5 flexibility where needed.

6 Q. Okay. So who told you that? Did someone specifically  
7 use the term "flexibility"? Or when a waiver was  
8 promulgated by the United States Department of Agriculture  
9 and applied to the states, was that not something that  
10 became the rule?

11 A. Well, I would go back to -- in the exhibits that we  
12 looked at with the waivers where the sentence of the waiver  
13 "may be applied." "This may be necessary." The fact that  
14 it is absent the sentence of "this must be," is why I answer  
15 that way.

16 Q. Okay. But ultimately it was MDE's responsibility, the  
17 buck stopped with you, as to whether or not that waiver  
18 would actually be applied, correct?

19 A. If it could be applied, yes.

20 Q. All right. The buck stopped with MDE as to whether the  
21 waiver would be applied?

22 A. Well, again, MDE accepted the waiver, but it was up to  
23 the site and the sponsor if that was utilized.

24 Q. Okay. Well, let's talk about -- we'll get to that in a  
25 little bit. And we've gone through some of the waivers, but

1 I have to, again, go back to a little bit higher level.

2 So the two programs, the Child and Adult Care Food  
3 Program, that had been set up to essentially only operate  
4 during the school year, correct?

5 A. The section of the At-Risk programming of CACFP operated  
6 during the school year.

7 Q. And then there's the other, which was more day cares or  
8 adult care, adult day care?

9 A. And childcare centers, yes, that operated year round.

10 Q. Those were operated year round.

11 And, of course, the initial rule is you had to  
12 have actual programming. The primary purpose was for there  
13 to be programming for those student -- those children and/or  
14 adults in those programs in order to be eligible to  
15 participate in the program, correct?

16 A. Correct.

17 Q. But along came the pandemic, and, again, there was an  
18 additional waiver that essentially took away that  
19 requirement, correct?

20 A. Are you speaking to the enrichment activity?

21 Q. So why don't I do this. If we could pull up D2-65,  
22 please.

23 THE COURT: This is not in evidence, correct?

24 MR. COTTER: It is not in evidence. I'm sorry,  
25 Your Honor.

1 BY MR. COTTER:

2 Q. If you could take a look at that, it's similar to the  
3 waivers that you previously reviewed. Are you familiar with  
4 Child Nutrition Response Number 3?

5 A. Yes. So this appears to be waiver Number 3.

6 Q. Before you go into it --

7 A. I'm sorry, I'm sorry. Yes, it does.

8 Q. And it appears to be an accurate copy of this particular  
9 waiver, Child Nutrition Response Number 3?

10 A. Yes, it does.

11 MR. COTTER: Your Honor, I'd move to admit D2-65.

12 THE COURT: Any objection?

13 MR. THOMPSON: No objection.

14 THE COURT: 2-65 is admitted.

15 BY MR. COTTER:

16 Q. And this particular waiver specifically covers the  
17 nationwide waiver of the activity requirement and after-  
18 school care child nutrition programs, correct?

19 A. To my memory, it waived the way in which an enrichment  
20 activity may be administered, but it's my understanding that  
21 an enrichment activity was always still required.

22 Q. All right. So I was simply asking you, the subject was  
23 Nationwide Waiver of Activity Requirement in After-School  
24 Child Nutrition Program. That's the subject of this waiver,  
25 correct?

1 A. That is the subject title on this waiver, yes.

2 Q. And then if we go through -- if you would please review  
3 paragraph 3.

4 A. Yeah. Do you want me to read it?

5 Q. No. Just review it first.

6 A. Okay.

7 Q. And this -- I won't have you read it because there's a  
8 whole lot of statute numbers. But essentially, respectively  
9 after-school meal snacks must be served in a school or  
10 program with educational or enrichment purposes. That was  
11 the rule; is that correct?

12 A. That is correct.

13 Q. All right. However, FNS, which is that Food Nutrition  
14 Service that administers, recognizes that this is a public  
15 health emergency. Waiving these requirements is vital to  
16 ensure the appropriate safety measures for the purpose of  
17 providing meals and meal supplements.

18 That's what the actual waiver states, correct?

19 A. Yes. Where are you seeing -- oh, I'm sorry, yes.

20 Q. Thank you.

21 You can take down that exhibit.

22 So at least according to the waiver, a site had --  
23 that was going to be participating in the Child and Adult  
24 Care Food Program, its general purpose was to have an  
25 after-school enrichment program; is that correct?

1 A. Yes, and that was supervised.

2 Q. All right. However, because of this waiver, that  
3 requirement was essentially waived that that be the primary  
4 purpose during the pandemic, correct?

5 A. I wouldn't agree with that. I'd have to review the  
6 waiver and the guidance to go along with that again.

7 Q. Okay. Well, all I have is the waiver, and that's what  
8 that says, is it waives that requirement in the waiver,  
9 correct?

10 A. It waives that requirement in the waiver. Again, I  
11 would say that that sentence had a lot of key words that I  
12 would want to look at the guidance for.

13 Q. Okay. Well, that's -- it kind of gets to my point.  
14 This was complicated stuff, wasn't it?

15 A. It is complicated.

16 Q. The rules of federal regulation are complicated in and  
17 of themselves, aren't they?

18 A. Yes, they are.

19 Q. And in fact, when they're adding on all these waivers  
20 that are coming in, and they were coming in at various times  
21 and relatively rapidly; is that correct?

22 A. Yes.

23 Q. And, in fact, it was difficult for you at MDE to even  
24 wrap your head around how you were supposed to administer  
25 this program because there was so many changes that were

1 coming down; is that correct?

2 A. I would agree with that in certain time frames.

3 Q. And yet it was your responsibility as MDE to ensure that  
4 the sponsors understood how to administer the program  
5 properly, correct?

6 A. Correct.

7 Q. And so that the sponsors could make sure that they  
8 properly made sure that someone like Mohamed Ismail, who  
9 runs a restaurant down in Shakopee, understood how to  
10 operate the programs, fair?

11 A. Yes, the sponsor would be responsible for that.

12 Q. Now, the Child -- so hard to keep these track -- Child  
13 and Adult Care Food Program, that you're able to provide a  
14 snack and a supper; is that correct?

15 A. For the At-Risk component, that was most common.

16 Q. Got it. And then if you were doing the day cares or  
17 childcare centers, you could provide breakfast, lunch, snack  
18 and dinner?

19 A. No. Under the child care center and family day care  
20 homes, I believe it is two meals and a snack. Where you  
21 could see breakfast and lunch under the At-Risk Program  
22 might be on the weekends.

23 Q. Got it. And in any event -- well, I'll strike that.

24 Now I'm going to move to the Summer Food Service  
25 Program. Initially this program was intended to provide

1 meals to children during the summer; is that correct?

2 A. That is correct.

3 Q. And it had different rules than -- some of the same  
4 rules, but some different rules than the Child and Adult  
5 Care Food Program, fair?

6 A. I would agree with that.

7 Q. So let's go through a few of those. Obviously the  
8 Summer Food Service Program, that was allowed to provide  
9 breakfast, lunch, snack and dinner; is that correct?

10 A. Sites were allowed to offer two meal types, but within  
11 those four.

12 Q. So they could choose two of the four?

13 A. Correct.

14 Q. All right.

15 A. Yes.

16 Q. And did that change with the change in the pandemic that  
17 you could provide more than just two?

18 A. No, it did not.

19 Q. All right. Well, what we do know is that initially the  
20 Summer Food Service Program was restricted to certain areas,  
21 correct?

22 A. That is correct.

23 Q. And in fact MDE had a census to understand what areas  
24 might have the most at-risk kids that might need more food,  
25 fair?

1 A. I would just clarify that we use census data and school  
2 data to create a map.

3 Q. Thank you. I'm doing the best I can here with this  
4 stuff.

5 So, in any event, another one of these pesky  
6 waivers came along that said that they were waiving or  
7 taking away that eligibility requirement in the Summer Food  
8 Service Program, correct?

9 A. That is correct.

10 Q. Could we pull up D2-67, please? And this is not to be  
11 published. This is just for you.

12 Ms. Honer, would you please review briefly D2-67?

13 A. Do you want me to read anything out loud?

14 Q. No, just to yourself first.

15 A. Okay.

16 Q. Now, do you recognize this as the waiver, the nationwide  
17 waiver extending the area eligibility?

18 A. Yes, I do.

19 Q. All right. And this one's Child Nutrition Response 32;  
20 is that correct?

21 A. That is correct.

22 Q. And is this substantially in the same form you would  
23 expect to have seen it and recognize it as?

24 A. That is correct.

25 MR. COTTER: Your Honor, I move to admit D2-67.

1 MR. THOMPSON: No objection.

2 THE COURT: D2-67 is admitted and may be  
3 published.

4 BY MR. COTTER:

5 Q. So, Ms. Honer, with regard to this waiver then,  
6 essentially the practical effect is it took away the  
7 requirement that Summer Food Service Programs be limited to  
8 certain areas?

9 A. That is correct.

10 Q. It became essentially open to anybody, correct?

11 A. Correct.

12 Q. And as we discussed, my colleague had brought up the  
13 Child Nutrition Response 56, which was the waiver that  
14 allowed the Summer Food Service Program to continue on  
15 during the school year months; is that correct?

16 A. That sounds correct.

17 Q. So that changed it from just a summer program to  
18 essentially an option to -- for sites to operate throughout  
19 the school year of '20 and '21, correct?

20 A. With the intention for schools to operate the Summer  
21 Food Program.

22 Q. So I would go back. Let me just take a look at that  
23 quick.

24 Can we pull up D2-64, please? This is just for  
25 the witness.

1 Ms. Honer, if you, again, would just review  
2 Exhibit D2-64?

3 A. Mm-hmm.

4 Q. And are you familiar with this Child Nutrition Response  
5 Number 59?

6 A. Yeah. Not word for word, but yes.

7 Q. All right. Does it appear to be extending the  
8 nationwide waiver to allow Summer Food Service Program and  
9 seamless summer option operations through the 2020-2021  
10 school year?

11 A. Yes.

12 Q. And it seems to be in substantially the same form that  
13 you would expect it to be in?

14 A. It does, yes.

15 MR. COTTER: Your Honor, I move to offer D2-64.

16 THE COURT: Any objection?

17 MR. THOMPSON: No objection, Your Honor.

18 THE COURT: D2-64 is admitted and may be  
19 published.

20 BY MR. COTTER:

21 Q. If you could just review this document, and I don't see  
22 anywhere within it that indicates it was just limited to  
23 schools.

24 A. No, I didn't say it was limited. I said the intention  
25 was school, and I think it's related to that title in the

1 subject where it says "School Year 2020-2021."

2 Q. Okay. Well -- so, my apologies. And your position is  
3 that because this waiver is discussing the school year  
4 2020-2021, that it was -- this waiver was only intended to  
5 apply to schools?

6 A. That, and training and guidance that we received from  
7 USDA, I was under the impression of this waiver being  
8 extended for schools to operate this program during their  
9 school year.

10 Q. All right. That's what you were under the impression it  
11 was supposed to do?

12 A. That is correct.

13 Q. But, of course, how that got relayed directly to the  
14 sponsors and then down to the vendors and site operators,  
15 you're not certain, are you?

16 A. I am not.

17 Q. All right. And in the specific waiver itself says  
18 nothing about limiting it to schools, correct?

19 A. I would agree.

20 Q. All right. You can take that down.

21 THE COURT: Mr. Cotter, when you reach a stopping  
22 point, we need to break for the day.

23 MR. COTTER: All right. That's fine. We can  
24 break whenever you would like, Your Honor. Now is fine.

25 THE COURT: All right. Then we'll break for the

1 day, and I'll have the jury come back at 9:00 tomorrow  
2 morning. We will see you then. Have a good evening.

3 THE CLERK: All rise.

4 **IN OPEN COURT**

5 **(JURY NOT PRESENT)**

6 THE COURT: Thank you, everyone. We'll see you at  
7 9:00 tomorrow. Have a good night.

8 (Court adjourned at 4:02 p.m., 04-30-2024.)

9 \* \* \*

10 I, Renee A. Rogge, certify that the foregoing is a  
11 correct transcript from the record of proceedings in the  
12 above-entitled matter.

13 Certified by: /s/Renee A. Rogge  
14 Renee A. Rogge, RMR-CRR

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