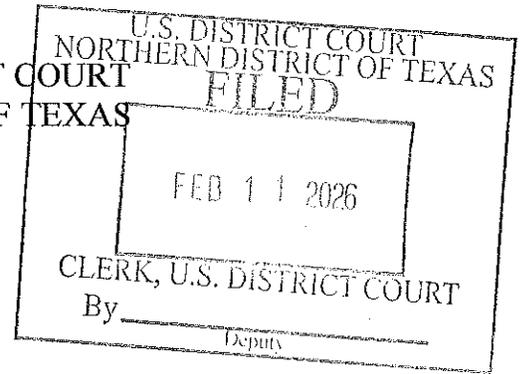


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION



UNITED STATES OF AMERICA

v.

No.

JED HANSEL WOOD (01)
JOSHUA ROBERT LINK (02)
TIA MAKENZIE LINK (03)
a/k/a "Tia Makenzie Shane"
TAYLOR ORRIS BANG (04)
ROYANA JANE THOMAS (05)

4-26CR-051-P

INDICTMENT

The Grand Jury Charges:

At all times material to this Indictment:

General Allegations

The Defendants and Related Entities

1. Agridime, LLC ("Agridime") was a limited liability company that was registered to do business in Texas, beginning on approximately April 13, 2017. From on or about May 12, 2017, through at least December 2023, Agridime was headquartered in Fort Worth, Texas and offered cattle sales along with meat processing, distribution, and retail sales services to the public through individual cattle brokers and online mass marketing.
2. Defendant **Jed Hansel Wood** is a current resident of Fort Worth, Texas. From in or about April 2017 through at least December 2023, defendant **Jed Wood** served as a managing member, co-owner, and Operations Director for Agridime.

3. Defendant **Joshua Robert Link** currently resides in Strafford, Missouri. From in or about April 2017 through at least December 2023, defendant **Joshua Link** served as a managing member, co-owner, and Executive Director for Agridime.

4. Defendant **Tia Makenzie Link** also known as Tia Makenzie Shane, currently resides in Smithton, Missouri. From at least in or about January 2021 through December 2023, defendant **Tia Link** served as the Marketing Director for Agridime.

5. Defendant **Taylor Orris Bang** is a current resident of Killdeer, North Dakota and is the owner and operator of Taylor Bang Cattle Sales, LLC, a North Dakota-based cattle company. From at least January 2021 through December 2023, defendant **Taylor Bang**, served as a cattle broker for Agridime, and recruited sub-brokers to work for Agridime.

6. Defendant **Royana Jane Thomas** is a current resident of Arlington, Texas. From at least January 2021 through December 2023, defendant **Royana Thomas** served as Financial Controller for Agridime.

7. From in or about April 2017 through December 2023, defendants **Jed Wood, Joshua Link, Tia Link, Taylor Bang, and Royana Thomas**, and other Agridime employees were not registered securities brokers or dealers with the Financial Industry Regulatory Authority (“FINRA”) or the United States Securities and Exchange Commission (“SEC”). They also were not registered to offer securities at the state-level with the Texas State Securities Board (“TSSB”) or with other state-level securities agencies.

8. On or about April 18, 2023, and May 24, 2023, respectively, the Arizona Corporation Commission, (“ACC”), and the North Dakota Securities Department, (“NDSD”), filed Cease and Desist Orders against Agridime alleging that Agridime was:

- a. Offering and selling unregistered securities;
- b. Offering and selling securities while not registered as dealers or salesmen;
and
- c. Committing fraud in connection with the operation of an Agridime website that was accessible to the public on April 18, 2023, and May 24, 2023, respectively, that invited cattle purchasers to, among other things, “purchase” a steer or heifer (“cattle”) for \$2,000 per head with a promise that “[a]ll cattle purchased during the Q2 of 2023 will be guaranteed 15-20% yearly profits.”

Count One
Conspiracy to Commit Wire Fraud
(Violation 18 U.S.C. § 1349 (18 U.S.C. § 1343))

9. Paragraphs 1 through 8 of this Indictment are realleged and incorporated by reference as though fully set forth herein.

10. From in or about January 2021, and continuing until in or about December 2023, in the Fort Worth Division of the Northern District of Texas and elsewhere, defendants **Jed Hansel Wood, Joshua Robert Link, Tia Makenzie Link**, also known as Tia Makenzie Shane, **Taylor Orris Bang**, and **Royana Jane Thomas** (“the defendants”), and Co-Conspirator A, Co-Conspirator B, and Co-Conspirator C, and others known and unknown, by and through the entity, Agridime, did knowingly and willfully combine, conspire, confederate and agree with each other, to engage in a scheme to defraud victims and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises with the intent to defraud those victims, and for the purpose of executing the scheme and attempting to do so, caused to be transmitted by means of wire communication in interstate commerce certain signals and sounds in violation of 18 U.S.C. § 1343, that is, the defendants conspired to knowingly devise and execute a scheme to defraud and obtain money and property by means of materially false and fraudulent pretenses, representations and promises, as further described below, and in furtherance of that scheme caused the transmission of interstate wire communications between Texas, Arizona, California, Kansas, North Dakota, and other states through electronic means (e.g., emails, text messages, Instagram and Facebook posts), and banking transactions.

The Object of the Conspiracy

11. The object of the conspiracy was for the defendants **Jed Hansel Wood, Joshua Robert Link, Tia Makenzie Link**, also known as Tia Makenzie Shane, **Taylor Orris Bang**, and **Royana Jane Thomas**, and Co-Conspirator A, Co-Conspirator B, and Co-Conspirator C, and others, by and through the entity, Agridime, to defraud individual cattle purchasers, cattle producers (“ranchers”), and feedlots of their money and property and for defendants to enrich themselves through Agridime. To that end, the defendants:

- a. Executed cattle contracts with individual cattle purchasers that falsely represented to cattle purchasers that Agridime would use their funds to: purchase specific individual cattle; care for the cattle; process the cattle into meat; and sell the meat from the same specific individual cattle. In reality, the defendants intended to use and did use those funds to pay Agridime operating expenses, Agridime loan payments, and funds owed by Agridime to earlier cattle purchasers pursuant to their cattle contracts;
- b. Provided fraudulent financial and accounting information, with overstated valuation of Agridime’s meat inventory, to solicit cattle purchases, and secure loans from financial institutions, private lenders, and feedlots;
- c. Fraudulently overstated the amount of cattle owned by Agridime to secure loans or financing from financial institutions, private lenders, and feedlots;
- d. Disbursed funds paid by cattle purchasers to, among other things, pay themselves excessive salaries and to pay commissions to cattle brokers; and
- e. Diverted Agridime funds to pay their own personal expenses.

Manner and Means of the Conspiracy and the Scheme to Defraud

Background Information and Bank Accounts

12. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, for the defendants, by and through the entity Agridime, to secure funds from victims by executing formal cattle purchase agreements with victims intending to buy cattle, wherein victims agreed to pay a specific amount of funds in exchange for Agridime's agreement to use those funds to: purchase, raise, process into meat, and distribute the meat from specific individual cattle; and then pay a specific profit from the sale of that meat to the victim by a specific date ("cattle contracts"). In reality, the defendants did not use victim's funds to purchase, raise, process into meat, and distribute the meat from specific individual cattle.

13. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, the defendants **Jed Hansel Wood, Joshua Robert Link and Royana Jane Thomas** controlled Worthington National Bank ("WNB") accounts held in the name of Agridime, to include: WNB account nos. x2742, x3203, and x0845. Defendants **Joshua Robert Link and Jed Hansel Wood** had signature authority for WNB account nos. x2742, x3203, and x0845.

Solicitations

14. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, the defendants communicated with victims via face-to-face meetings, to include telephone and video conferences, via

electronic communications, and via the Agridime website to directly solicit and encourage victims to purchase cattle from and send funds to Agridime.

15. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, the defendants met with victims in face-to-face meetings, to directly solicit and encourage victims to purchase cattle. For example:

- a. From at least in or about January 2021 through December 2023, defendants **Joshua Robert Link** and **Taylor Orris Bang** met with Individual A directly to solicit and encourage Individual A and Individual B to purchase cattle from and send funds to Agridime;
- b. In or about 2022, defendants **Joshua Robert Link** and **Tia Makenzie Link**, met directly with Individual C in the Agridime offices in Fort Worth, Texas to solicit and encourage Individual C to purchase cattle from and send funds to Agridime.
- c. On or about November 28, 2023, defendant **Royana Jane Thomas**, met with Individual U directly via telephone to solicit and encourage Individual U to purchase cattle from and send funds to Agridime. During her communication to Individual U, defendant **Royana Jane Thomas** encouraged Individual U to purchase 125 specific individual heads of cattle by:
 - i. Offering greater profits than available in public advertising by stating, among other things, “I could offer you [profits of] 24.44%

... at \$1,100 a head instead of a \$1,000” based on the size of his cattle purchase; and

- ii. Falsely stating that Agridime paid profits to cattle purchasers based on meat sales, when in reality, during the relevant time period, the defendants typically used funds received by Agridime from later cattle purchasers to pay funds owed by Agridime to earlier cattle purchasers, stating:

“...where we really make the money on this.... whole operation is that we also have a meat distributing company... where we end up making the money is when we harvest, process and get the meat out... we sell to whole, big wholesalers and retail.... and that’s why we’re able to offer that percentage... because of the yield.”

Solicitation Via Electronic Communications

16. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, defendants **Joshua Robert Link, Tia Makenzie Link**, also known as Tia Makenzie Shane, and **Royana Jane Thomas**, would send correspondence via email and text message to directly solicit and encourage victims to purchase cattle from and send funds to Agridime. For example:

- a. On or about November 8, 2021, defendant **Tia Makenzie Link**, also known as Tia Makenzie Shane, communicated directly, or caused direct communication, with Individual D via email to solicit and encourage him to purchase cattle from and send funds to Agridime, by falsely stating, among other things, that “...each cattle bought in Q4 of 2021 has guaranteed 15% yearly profits.”

- b. On or about March 3, 2023, Co-Conspirator B, communicated directly, or caused direct communication, with Individual F via email to solicit and encourage her to purchase cattle and send funds to Agridime. During his email communication to Individual F, Individual F asked a written question about, among other things whether cattle was "...ear tagged and do I get all the numbers" and in response, Co-Conspirator B provided fraudulent information about Agridime operations.
- c. On or about March 27 to 30, 2023, defendant **Joshua Robert Link** communicated directly, or caused direct communication, with Individual H via email to solicit and encourage him to purchase cattle and send funds to Agridime.
- d. On or about July 19, 2023, defendant **Royana Jane Thomas** communicated directly, or caused direct communication, via email with Individual D, via email, to solicit and encourage Individual D to purchase cattle from and send funds to Agridime.

During her communication to Individual D, defendant **Royana Jane Thomas** provided fraudulent information, by stating among other things, "We have passed our 2023 audit with the USDA and are above reproach with all standards and regulations... This will not affect your current nor future contracts."
- e. On or about August 10, 2023, defendant **Royana Jane Thomas** communicated directly, or caused direct communication, with Individual S,

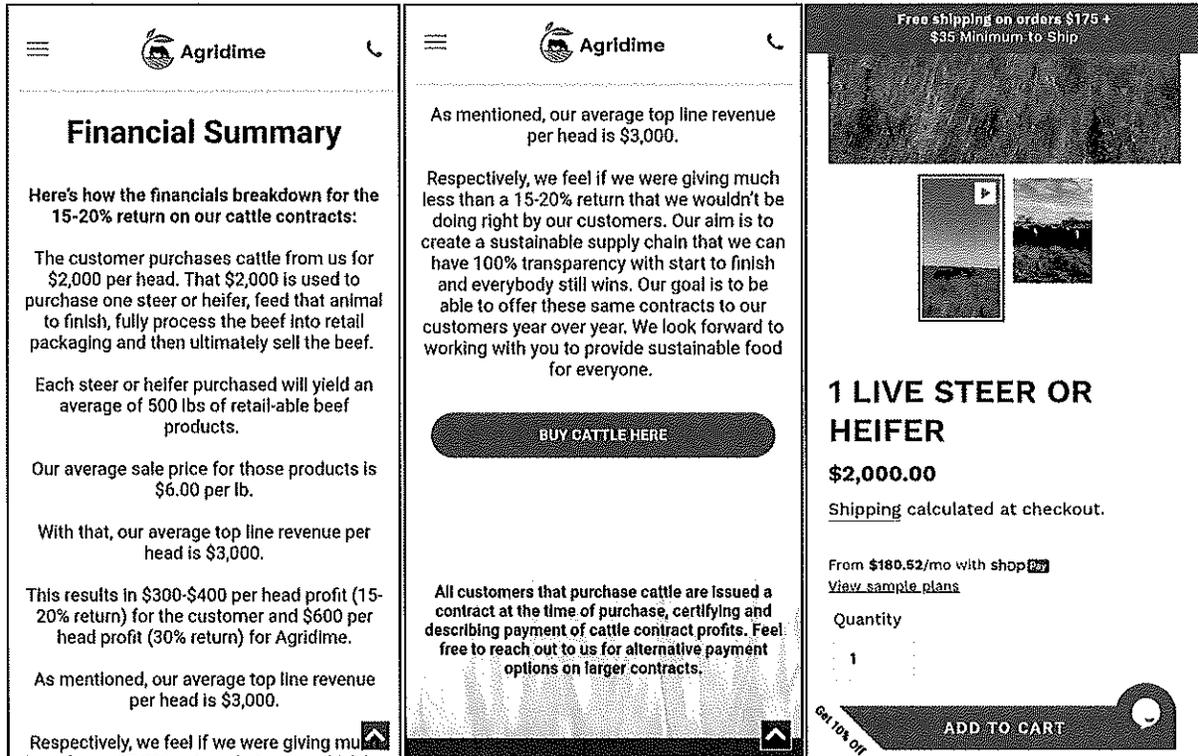
via text message, to solicit and encourage Individual S to purchase cattle from and send funds to Agridime.

- f. On approximately August 17, 2023, defendant **Tia Makenzie Link**, also known as Tia Makenzie Shane, communicated directly, or caused direct communication, with Individual Q, via email by, among other things, sending a copy of a current version of the Agridime cattle contract and writing, in part, that “Agridime is regulated by the USDA and just went through and passed our 2023 audit with the USDA.”
- g. From approximately August 17 to 21, 2023, defendant **Tia Makenzie Link**, also known as Tia Makenzie Shane, communicated directly, or caused direct communication, via email with Individual R and wrote “Yes, that is correct” on August 21, 2023, in response to a question about whether it was “guaranteed that one year from now you will pay me 5500... .”

Solicitation Via Website

17. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through at least in or about June 9, 2023, for the defendants, by and through the entity Agridime, to both: (a) advertise their business, Agridime, using their publicly available website that included statements that provided, in part “...customer purchases cattle from us for \$2,000 per head. That \$2,000 is used to purchase one steer or heifer, feed that animal to finish, fully process the beef into retail packaging and then ultimately sell the beef” and “...customers that purchase cattle are issued a contract at the time of purchase, certifying and describing payment of cattle

contract profits” and (b) to execute cattle purchase transactions with victims through the publicly available Agridime website via a third-party online payment processing service, as shown below:



Cattle Purchaser Victims

18. It was further part of the conspiracy and scheme and artifice to defraud that between on or about the dates shown in the chart below, the defendants, by and through the entity Agridime, executed cattle contracts with victims, including those shown in the chart below, after having falsely represented to the victims that funds from their payment would be used to: purchase, raise, process into meat and distribute the meat from specific individual cattle; and then pay a specific profit from the sale of that meat to the victim by a specific date. The defendants caused funds from each victim to be deposited into an Agridime account, but the defendants did not use those funds to: purchase, raise, or

process into meat specific cattle for each victim; nor pay a specific profit from the sale of the resulting meat, as shown in the chart below:

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
Individual E	Joshua Link (02), Tia Link (03), Royana Thomas (05)	12/30/22	5488	\$10,000
Individual E	Joshua Link (02), Tia Link (03) & Royana Thomas (05)	1/3/23	5532	\$10,000
Individual Z	Joshua Link (02)	2/1/23	5796	\$50,000
Individual D	Joshua Link (02), Tia Link (03) & Royana Thomas (05)	2/8/23	5878	\$300,000
Individual F	Joshua Link (02)	3/7/23	6185	\$100,000
Individual F	Joshua Link (02)	3/21/23	6319	\$50,000
Individual AA	Joshua Link (02)	4/19/23	7247	\$100,000
Individual P	Joshua Link (02)	5/18/23	7542	\$20,000
Individual T	Jed Wood (01), Joshua Link (02)	6/14/23	7697	\$500,000
Individual A and Individual B	Jed Wood (01), Joshua Link (02), Taylor Bang (04)	6/13/23	7710	\$2,700,000
Individual C	Jed Wood (01), Joshua Link (02), Tia Link (03), Taylor Bang (04) Royana Thomas (05)	6/16/23	7734	\$2,000,000
Individual M	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	6/12/23	7702	\$60,000
Individual G	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	7/24/23	37850	\$420,000
Individual H	Joshua Link (02), Taylor Bang (04)	4/6/23	7002	\$650,000
Individual W	Joshua Link (02)	4/10/23	7090	\$250,000
Individual I	Joshua Link (02)	4/17/23	7262	\$26,000

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
Individual J	Joshua Link (02), Taylor Bang (04)	5/19/23	7522	\$2,000,000
Individual W	Joshua Link (02)	7/10/23	7793	\$250,000
Individual Y	Joshua Link (02)	7/11/23	7796	\$150,000
Individual K	Joshua Link (02), Taylor Bang (04)	8/3/23	37867	\$150,000
Individual X	Joshua Link (02), Tia Link (03), Royana Thomas (05)	8/16/23	37999	\$22,500
Individual T	Joshua Link (02)	8/17/23	37895	\$1,000,000
Individual S	Joshua Link (02), Royana Thomas (05)	8/21/23	37971	\$202,500
Individual V	Joshua Link (02)	8/29/23	38135	\$200,000
Individual V	Joshua Link (02)	8/30/23	38135	\$200,000
Individual V	Joshua Link (02)	8/31/23	38135	\$50,000
Individual L	Joshua Link (02)	8/31/23	38192	\$13,500
Individual A and Individual B	Joshua Link (02), Taylor Bang (04)	8/31/23	38159	\$1,742,000
Individual D	Joshua Link (02), Royana Thomas (05)	9/19/23	38295	\$270,000
Individual C	Jed Wood (01), Joshua Link (02), Tia Link (03), Taylor Bang (04) Royana Thomas (05)	9/21/23	38321	\$2,101,500
Individual T	Joshua Link (02)	10/11/23	38379	\$1,000,000
Individual M	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	11/7/23	38477 and 38518	\$240,000
Individual A and Individual B	Joshua Link (02), Taylor Bang (04)	11/21/23	38623	\$1,500,000
Individual W	Joshua Link (02), Royana Thomas (05)	12/4/23	38686	\$1,000,000
Individual A and Individual B	Joshua Link (02), Taylor Bang (04)	12/6/23	38702	\$1,500,000
Individual Y	Joshua Link (02), Royana Thomas (05)	12/7/23	38672	\$346,500

Commissions Paid to Cattle Brokers

19. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about June 2022 through December 2023, the defendants, by and through the entity Agridime, caused Agridime to pay defendant **Taylor Orris Bang** and Agridime sub-cattle brokers a sales commission for an amount of up to 10% of the amount paid by the relevant cattle purchaser, pursuant to the relevant cattle contract. For example, defendant **Taylor Orris Bang** executed a sales representative agreement (“Commission Agreement”), effective approximately June 2, 2022, providing that if defendant **Taylor Orris Bang** “...acts as the sales representative for [a cattle contract]” he “[s]hall be given 10% of the total gross sales amount that Agridime receives, as a commission.”

Retained Ownership

20. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through at least October 2023, for the defendants, by and through the entity Agridime, to execute consignment contracts with ranchers, wherein Agridime agreed to care for specific cattle owned by the ranchers for a specific amount of time, then subsequently deliver the cattle to a feedlot for processing into meat, in exchange for an agreement that Agridime would pay the ranchers a previously agreed price per pound for the resulting meat after processing for retail sale (“retained ownership contract victims”). For retained ownership contract victims shown in the chart below, the defendants cared for specific cattle then subsequently delivered the cattle to a feedlot for

processing into meat for retail sale, but the defendants did not pay the ranchers, as promised:

Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Retained Ownership Contract Date	Contract No.	Approximate Amount of Cattle Subject to Retained Ownership
Individual N & Individual O	Joshua Link (02)	1/3/23	8095	162 head of steers
Individual N & Individual O	Joshua Link (02)	2/20/23	8106	88 head of heifers

Agridime Promissory Notes with Private Lenders

21. It was further part of the conspiracy and scheme and artifice to defraud that on June 15, 2022, defendant **Jed Wood**, acting as Director of Operations and Administration for Agridime, executed a promissory note with Entity A, wherein he agreed, among other things, that Agridime would borrow \$3,950,000 and repay that sum with 15% interest (i.e., the total sum of \$4,542,500) on June 15, 2023.

22. It was further part of the conspiracy and scheme and artifice to defraud that from on or about June 12, 2023, through on or about June 15, 2023, defendant **Jed Wood** and others caused:

- a. Approximately \$500,000 of funds paid by Individual T to Agridime pursuant to a cattle contract be deposited into WNB account x2742
- b. Approximately \$2,700,000 of funds paid by Individual A and Individual B to Agridime pursuant to a cattle contract to be deposited into WNB account x2742

- a. \$2,414,000 of combined salary and commission payments to defendant **Jed Wood** and his spouse;
- b. \$2,728,000 of combined salary and commission payment to defendants **Joshua Link** and **Tia Link**, jointly;
- c. \$6,987,000 of commission payments to defendant **Taylor Bang**;
- d. \$410,000 of combined salary and commission payments to defendant **Royana Thomas**;
- e. \$319,500 to purchase sheep for purposes unrelated to Agridime business operations; and
- f. Over \$4,000,000 of transfers to a bank account held in the name of Entity B, an entity created and owned by defendants **Jed Wood** and **Joshua Link**, purportedly to operate as a transportation company to deliver Agridime retail meat to vendors.

Concealing the Scheme

24. In order to conceal the scheme, in or around April 2023, defendant **Joshua Link** provided duplicative Electronic Identification (“EID”) tag information to both Individual H and Individual J, purporting to show specific heads of cattle had been purchased for each victim.

25. In order to conceal the scheme, in or about December 2023, defendants **Taylor Bang** and **Royana Thomas** planned to alter dates of sale on cattle purchase records and receipts to make it appear that Agridime paid for cattle within 24-hours of each cattle

Concealing the Scheme

24. In order to conceal the scheme, in or around April 2023, defendant **Joshua Robert Link** provided duplicative Electronic Identification (“EID”) tag information to both Individual H and Individual J, purporting to show specific heads of cattle had been purchased for each victim.

25. In order to conceal the scheme, in or about December 2023, defendants **Taylor Orris Bang** and **Royana Jane Thomas** planned to alter dates of sale on cattle purchase records and receipts to make it appear that Agridime paid for cattle within 24-hours of each cattle purchase because delayed cattle payments may have resulted in a negative assessment of Agridime during a review of its business practices by the USDA.

26. In order to conceal the scheme, in or about July 2023, defendant **Royana Jane Thomas** and other Agridime employees travelled to North Dakota for the purpose of addressing cattle purchaser concerns regarding the relevant NDSO Cease and Desist order. For example, defendants **Taylor Orris Bang** and **Royana Jane Thomas** met with cattle purchasers individually in July 2023 and attempted to reassure cattle purchasers that the relevant NDSO Cease and Desist order would not impact Agridime’s ability to pay funds owed pursuant to existing or future Agridime cattle contracts.

27. In order to conceal the scheme, from in or about November 2023 to December 2023, defendants **Joshua Robert Link**, **Taylor Orris Bang**, and **Royana Jane Thomas**, acting through the entity Agridime, combined to solicit and execute a cattle purchase contract with Individual M, an Arizona resident, in violation of the relevant ACC Cease and Desist order. To conceal their intentional violation of the ACC Cease and Desist

order, the defendants **Joshua Robert Link**, **Taylor Orris Bang**, and **Royana Jane**

Thomas worked together to:

- a. Generate a fraudulent cattle contract that omitted Individual M's name as a purchaser and listed only defendant **Taylor Orris Bang** as the purchaser;
- b. Cause Individual M to send payment of \$240,000 to an account controlled by defendant **Taylor Orris Bang**, rather than to an Agridime account; and
- c. Generate fraudulent Agridime business records to conceal Individual M's payment.

28. As a result of the scheme, over 2,200 individual victims located throughout the United States paid a combined amount of over approximately \$220 million to Agridime to purchase cattle based, in part, on the representation from Agridime that those funds would be used to purchase, raise, process into meat, and distribute meat from specific individual cattle using their funds, while in reality those funds were used to pay Agridime operating expenses, Agridime loan payments, or funds owed by Agridime to earlier cattle purchasers pursuant to their cattle contracts.

All done in violation of 18 U.S.C. § 1349.

Counts Two to Eleven
Wire Fraud
(Violation 18 U.S.C. §§ 1343 and 2)

29. Paragraphs 1 through 8 and 12 through 28 of this Indictment are realleged and incorporated by reference as though fully set forth herein.

30. Beginning in or about January 2021, and continuing until in or about December 2023, in the Fort Worth Division of the Northern District of Texas and elsewhere, defendants identified in the chart below, by and through the entity, Agridime, devised, intended to devise, and aided and abetted others in devising, a scheme and artifice to defraud and to obtain money by false and fraudulent pretenses, representations, and promises, as described in paragraphs 11 through 23 above.

31. On or about the dates set forth below, in the Fort Worth Division of the Northern District of Texas and elsewhere, in furtherance of, and for the purpose of executing such scheme and artifice to defraud, defendants identified in the chart below transmitted and caused to be transmitted by means of wire communications in interstate commerce the signals and sounds set forth below:

Count	Defendant(s)	Victim(s) Making Payment/ Contract #	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Two	Joshua Link (02), Taylor Bang (04)	Individual H /Contract # 7002	Transfer from First Interstate Bank account no. 6477 in Pompeys Pillar, Montana, to Agridime WNB account no. x2742 passing through WNB server in Georgia	4/6/23	\$650,000
Three	Jed Wood (01), Joshua Link (02), Taylor Bang (04)	Individual A, Individual B /Contract # 7710	Transfer from Cornerstone Bank account no. x2493 in Watford City, ND to Agridime WNB account no. x2742 passing through WNB server in Georgia	6/13/23	\$2,700,000

Four	Jed Wood (01), Joshua Link (02), Tia Link (03) Taylor Bang (04), Royana Thomas (05)	Individual C /Contract # 7734	Transfer from Bank Forward account no. x2789 in Dickinson, North Dakota to Agridime WNB account no. x2742 passing through WNB server in Georgia	6/16/23	\$2,000,000
Five	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	Individual G /Contract # 37850	Transfer from Frost Bank account no. 4747 in Katy, Texas to Agridime WNB account no. 2742 passing through WNB server in Georgia	7/24/23	\$420,000
Six	Joshua Link (02) & Taylor Bang (04)	Individual K /Contract # 37867	Transfer from US Bank account no. x2402 in Hat Creek, California to Agridime WNB account no. x2742 passing through WNB server in Georgia	8/3/23	\$150,000

Seven	Joshua Link (02), Tia Link (03), Royana Thomas (05)	Individual X /Contract # 37999	Transfer from First Citizens Bank & Trust account no. x1348 in Savannah, Georgia to Agridime WNB account no. x2742 in Fort Worth, Texas	8/16/23	\$22,500
Eight	Joshua Link (02) & Royana Thomas (05)	Individual S /Contract # 37971	Transfer from Washington Federal Bank account no. x4037 in Eastsound, Washington to Agridime WNB account no. x2742 passing through WNB server in Georgia	8/21/23	\$202,500
Nine	Jed Wood (01), Joshua Link (02), Tia Link (03) Taylor Bang (04), Royana Thomas (05)	Individual C /Contract # 38321	Transfer from Dakota Community Bank & Trust account no. x8000 in Dickinson, North Dakota to Agridime WNB account no. x2742 passing through WNB server in Georgia	9/22/23	\$2,101,500

Ten	Joshua Link (02), Taylor Bang (04) & Royana Thomas (05)	Individual M /Contract # 38477 and 38518	Transfer from bank account in Coolidge, Arizona controlled by Individual M in Arizona to Dakota Community Bank & Trust account no. x9963 in Killdeer, North Dakota controlled by defendant Taylor Bang	11/7/23	\$240,000
Eleven	Joshua Link (02) & Taylor Bang (04)	Individual B /Contract # 38702	Transfer from Cornerstone Bank account no. x2493 in Watford City, ND to Agridime WNB account no. x2742 passing through WNB server in Georgia	12/6/23	\$1,500,000

All done in violation of 18 U.S.C. §§ 1343 and 2.

Counts Twelve to Fourteen
 Engaging in Monetary Transactions in Property
 Derived from Specified Unlawful Activity
 (Violation of 18 U.S.C. § 1957)

32. The Grand Jury realleges and incorporates the allegations set forth in Paragraphs 1 through 8, 12 through 28 of this indictment.

33. On or about the dates set forth below, in the Northern District of Texas, and elsewhere, defendants identified in the chart below, did knowingly engage and attempt to engage in monetary transactions affecting interstate and foreign commerce in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, that is, wire fraud, a violation of 18 U.S.C. § 1343, the manner of which is as described in the chart below, and each transaction constituting a separate count:

Count	Defendant(s)	Approximate Date	Wire Description
Twelve	Jed Wood (01)	9/28/22	Wire transfer of approximately \$63,370.58 from Simmons Bank account no. x2466 controlled by defendant Jed Wood to Newrez LLC for "Home Payoff"
Thirteen	Joshua Link (02), Tia Link (03)	12/7/22	Wire transfer of approximately \$527,859.50 from Arvest Bank account no. x0525 owned and controlled by defendants Joshua Link and Tia Link to Security First Title, LLC for purchase of Property A

Count	Defendant(s)	Approximate Date	Wire Description
Fourteen	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	11/9/23	Wire transfer of approximately \$240,000 from Dakota Community Bank & Trust account no. x9963 in Killdeer, North Dakota controlled by defendant Taylor Bang to Agridime WNB account no. x2742 passing through WNB server in Georgia as payment for Cattle Contract # 38518

All done in violation of 18 U.S.C. §§ 1957 and 2.

Forfeiture Notice

(18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(1), 28 U.S.C. § 2461(c),
and 21 U.S.C. § 853(p))

34. Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon conviction of any of the offenses alleged in Counts One through Eleven of this Indictment, the defendants **Jed Hansel Wood, Joshua Robert Link, Tia Makenzie Link**, also known as Tia Makenzie Shane, **Taylor Orris Bang**, and **Royana Jane Thomas** shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

35. Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of any of the offenses alleged in Counts Twelve through Fourteen of this Indictment, the defendants **Jed Hansel Wood, Joshua Robert Link, Tia Link**, also known as Tia Makenzie Shane, **Taylor Orris Bang**, and **Royana Jane Thomas** shall forfeit to the United States of America any property, real or personal, involved in such offense, or any property traceable to such property.

If property is not available for forfeiture as a result of any act or omission of the defendants for one or more of the reasons listed in 21 U.S.C. § 853(p) the government may seek a forfeiture “money” judgment.

36. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;

- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendants up to the value of the property subject to forfeiture.

A TRUE BILL.



FOREPERSON

RYAN RAYBOULD
UNITED STATES ATTORNEY



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A true bill rendered

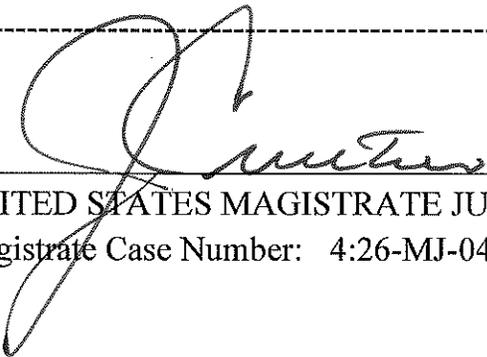
FORT WORTH

W. D. ... FOREPERSON

Filed in open court this 11th day of February, 2026.

Defendants Wood (01), Link (03), Bang (04) and Thomas (05) on Conditions of Release

Defendant Link (02) Warrant to Issue


UNITED STATES MAGISTRATE JUDGE
Magistrate Case Number: 4:26-MJ-046-BJ

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

THE UNITED STATES OF AMERICA

v.

JED HANSEL WOOD (01)
JOSHUA ROBERT LINK (02)
TIA MAKENZIE LINK (03)
a/k/a "Tia Makenzie Shane"
TAYLOR ORRIS BANG (04)
ROYANA JANE THOMAS (05)

INDICTMENT

18 U.S.C. § 1349 (18 U.S.C. § 1343)
Conspiracy to Commit Wire Fraud
Count 1

18 U.S.C. §§ 1343 and 2
Wire Fraud
Counts 2 – 11

18 U.S.C. §§ 1957 and 2
Engaging in Monetary Transactions in Property
Derived from Specified Unlawful Activity
Counts 12 - 14

18 U.S.C. § 981(a)(1)(C), 18 U.S.C. § 982(a)(1), 28 U.S.C. § 2461(c),
and 21 U.S.C. § 853(p)
Forfeiture Notice