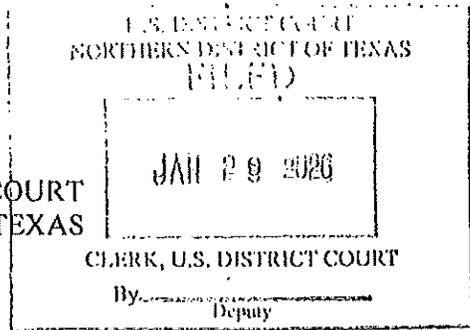


ORIGINAL



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

UNITED STATES OF AMERICA

v.

No. 4:26-MJ-046

- 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)

CRIMINAL COMPLAINT

I, Megan Woodruff, a Special Agent with the Federal Bureau of Investigation ("FBI"), after being duly sworn, depose and state the following is true and correct to the best of my knowledge and belief:

CONSPIRACY TO COMMIT WIRE FRAUD IN VIOLATION OF 18 U.S.C § 1349

Starting 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, Taylor Orris Bang, and Royana Jane Thomas, by and through the entity, Agridime, LLC ("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, all done in violation of 18 U.S.C. §§ 1349, 1343.

#### INTRODUCTION

I. I am a Special Agent with the Federal Bureau of Investigation ("FBI") and have been since August 2023. I presently am assigned to work white collar matters and complex financial crimes. As a Special Agent of the FBI, I have received training and participated in the normal methods of investigation and legal matters, including, but not limited to: interviewing of witnesses and subjects, physical surveillance, the use and analysis of transactional data, Fourth Amendment searches, the drafting of search warrant affidavits, and probable cause. During my tenure as an FBI Special Agent, I have participated in all the normal methods of investigation, including, but not limited to: electronic surveillance, visual surveillance, interviews of witnesses, the execution of search warrants, the use of confidential informants and cooperating witnesses, and the use and analysis of toll records. I am vested with the authority to investigate violations of Federal laws, including Title 18 and Title 26 of the United States Code.

2. The facts set forth presented are based upon my personal observations, my training and experience, and information obtained from other law enforcement agents, government agencies, and witnesses. Because this affidavit is being submitted for the limited purpose of supporting the issuance of a criminal complaint and arrest warrant for the defendants, I have not set forth in this affidavit everything I have learned from this investigation. Rather, I have set forth only those facts necessary to establish probable cause a violation of federal law has been committed.

THE CONSPIRACY AND SCHEME TO DEFRAUD

The Object of the Conspiracy

3. The object of the conspiracy was for the defendants Jed Wood, Joshua Link, Tia Link, Taylor Bang, and Royana Thomas, 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*

4. 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

5. 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 Wood, Joshua Link and Royana Thomas controlled Worthington National Bank ("WNB") accounts held in the name of Agridime, to include: WNB account nos. x2742, x3203, and

x0845. Defendants Joshua Link and Jed Wood had signature authority for WNB account nos. x2742, x3203, and x0845.

*Solicitations*

6. 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.

7. 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 Link and Taylor 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 Link and Tia 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. During her communication to Individual C, defendant Tia Link provided fraudulent financial and accounting information, with an overstated

valuation of Agridime meat inventory, to encourage Individual C to purchase cattle from Agridime.

c. On or about November 28, 2023, defendant Royana 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 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*

8. 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 Link, Tia

Link, and Royana 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 Link communicated directly, or caused direct communication, with Individual D via email to solicit and encourage victim 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 27 to 30, 2023, defendant Joshua 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.
- c. On or about July 19, 2023, defendant Royana 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 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."
- d. On or about August 10, 2023, defendant Royana 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.

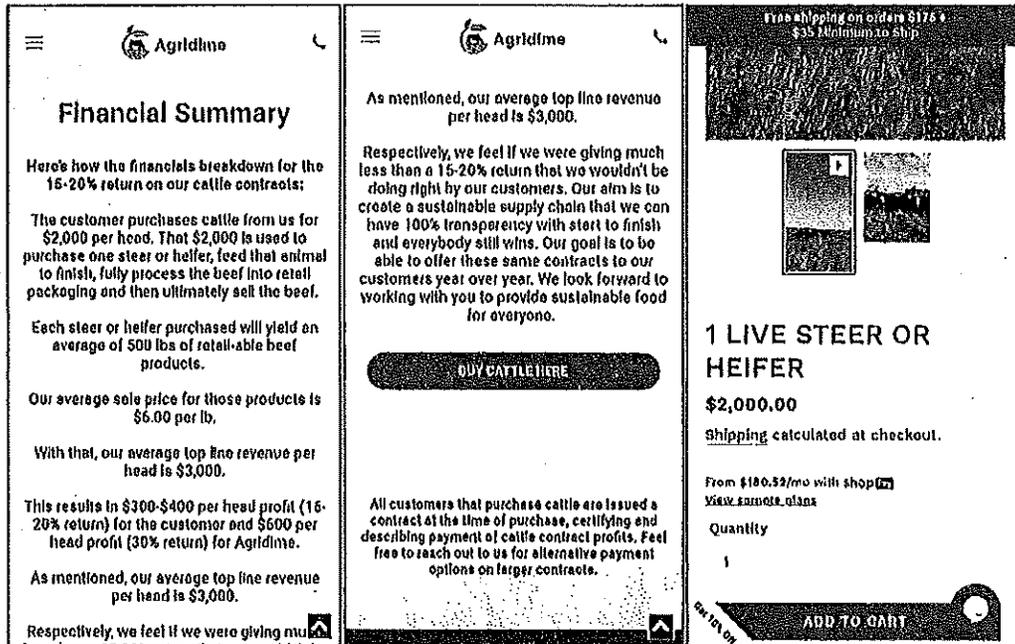
- e. On approximately August 17, 2023, defendant Tia Link communicated directly, or caused direct communication, with Individual Q, via email by, among other things, sending a copy of a current version of the Agridime cattle contract and writing, in part, that “Agridime is regulated by the USDA and just went through and passed our 2023 audit with the USDA.”
- f. From approximately August 17 to 21, 2023, defendant Tia Link 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*

9. 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*

10. 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 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 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 D	Joshua Link (02), Tia Link (03) & Royana Thomas (05)	9/19/23	38295	\$270,000
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

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
Individual W	Joshua Link (02)	4/10/23	7090	\$250,000
Individual I	Joshua Link (02)	4/17/23	7262	\$26,000
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	\$150,00
Individual K	Joshua Link (02), Taylor Bang (04)	8/3/23	37867	\$150,00
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

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
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*

11. 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 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 Bang executed a sales representative agreement (“Commission Agreement”), effective approximately June 2, 2022, providing that if defendant Taylor 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*

12. 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 a 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)	3/3/23	8096	90 head of heifers
Individual N & Individual O	Joshua Link (02)	2/20/23	8106	162 head of steers

*Agridime Promissory Notes with Private Lenders*

13. 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.

MW ~~14. 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.~~

15. 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
- c. on June 15, 2023, a portion of the funds paid by Individual T and Individual A and Individual B to be wired from WNB account x2742 to pay \$2,800,000 owed to Entity A, pursuant to a promissory note

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, for the defendants to divert Agridime funds to pay their own personal expenses, including payments of the approximate amounts listed below:

- 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. \$759,000 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*

17. 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.

18. 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 purchase because delayed cattle payments may have resulted in a negative assessment of Agridime during a review of its business practices by the USDA.

19. In order to conceal the scheme, in or about July 2023, Defendant Royana Thomas and other Agridime employees travelled to North Dakota for the purpose of addressing cattle purchaser concerns regarding the relevant NDSD Cease and Desist order. For example, defendants Taylor Bang and Royana Thomas met with cattle purchasers individually in July 2023 and attempted to reassure cattle purchasers that the relevant

NDSD Cease and Desist order would not impact Agridime's ability to pay funds owed pursuant to existing or future Agridime cattle contracts.

20. In order to conceal the scheme, from in or about November 2023 to December 2023, defendants Joshua Link, Taylor Bang, and Royana 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 Link, Taylor Bang, and Royana Thomas worked together to:

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

21. 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.

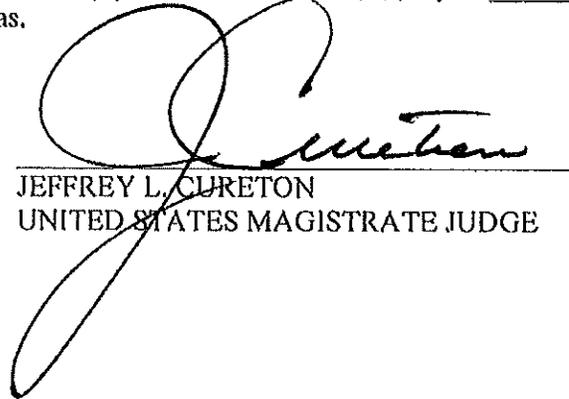
CONCLUSION

Based on the above facts and circumstances, I respectfully submit there is probable cause to believe Jed Hansel Wood, Joshua Robert Link, Tia Makenzie Link, Taylor Orris Bang, and Royana Jane Thomas knowingly conspired to commit wire fraud.



Megan Woodruff  
Special Agent  
Federal Bureau of Investigation

Sworn to before me, and subscribed in my presence on this 29<sup>th</sup> day of January 2026 at 2:14 p.m., in Fort Worth, Texas.



JEFFREY L. CURETON  
UNITED STATES MAGISTRATE JUDGE