ORIGINAL

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
SEP 11 2026
CLERK, U.S. DISTRICT COURT
By
Deputy

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

UNITED STATES OF AMERICA

v.

JOSHUA ROBERT LINK (02)
ROYANA JANE THOMAS (05)
JASON ALLEN LINK (06)

No. 4:26-CR-051-P
[Supersedes the Superseding Indictment Returned on March 11, 2026.]

SECOND SUPERSEDING INDICTMENT

The Grand Jury Charges:

At all times material to this Second Superseding 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** (charged elsewhere) 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** formerly resided 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** (charged elsewhere) 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** (charged elsewhere) 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. Defendant **Jason Allen Link** was a resident of Herrington, Kansas and is the brother of defendant **Joshua Link**. From in or about July 2020 through at least 2024, Defendant Jason Link solely owned and operated the entity Shady Brook Ranch, LLC ("Shady Brook Ranch") and exercised sole signature authority and control over the Shady Brook Ranch operating account. From at least 2020 through December 2023, defendant **Jason Link** also served as a Livestock Broker and Meat Chain Director for Agridime.

8. Shady Brook Ranch was a limited liability company that was registered to do business in Kansas. From in or about July 2020 through at least January 2024, Shady Brook Ranch held the ownership interest in a ranch located in Hope, Kansas. The entity Shady Brook Ranch maintained its primary operating account at Worthington Bank via account no. x8253 ("Shady Brook Ranch operating account").

9. 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.

10. 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))

11. Paragraphs 1 through 10 of this Second Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

12. 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 **Joshua Link** and **Royana Thomas** ("the defendants"), and Jed Wood, Tia Link, Taylor Bang, 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

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

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, 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 meant, 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.

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 **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

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, 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. For Example:

a. On or about the dates shown in the chart below, following a successful solicitation, defendant **Tia Link** directed defendant **Joshua Link**, via email, to execute 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:

Approx. Date Email Sent from Defendant Tia Link (03) to Defendant Joshua Link (02)	**Victim(s)**	**Cattle Contract No.**	**Approximate Head(s) of Cattle Sold in Contract**	**Dollar Amount of Cattle Purchased**
4/7/23	Individual TA	7180	2 heads	$4,000
4/7/23	Individual TB	7179	1 head	$2,000
4/7/23	Individual TC	7178	7 heads	$14,000
4/10/23	Individual TD	7174	1 head	$2,000
4/10/23	Individual TE	7273	2 heads	$4,000
4/10/23	Individual TF	6102	16 heads	$32,000
4/10/23	Individual TG	7166	6 heads	$12,000
4/10/23	Individual TH	7168	1 head	$2,000
4/10/23	Individual TI	7169	2 heads	$4,000
4/10/23	Individual TJ	7170	1 head	$2,000
4/5/23	Individual TK	7033	5 heads	$10,000

Approx. Date Email Sent from Defendant Tia Link (03) to Defendant Joshua Link (02)	Victim(s)	Cattle Contract No.	Approximate Head(s) of Cattle Sold in Contract	Dollar Amount of Cattle Purchased
4/5/23	Individual TL	7145	1 head	$2,000
4/5/23	Individual TM	7150	12 heads	$24,000
4/5/23	Individual TN	7152	1 head	$2,000
3/31/23	Individual TO	7083	10 heads	$20,000
3/31/23	Individual TP	7085	4 heads	$8,000
3/31/23	Individual TQ	7087	1 head	$2,000
3/31/23	Individual TR	7074	5 heads	$10,000
3/30/23	Individual TS	7071	2 heads	$4,000
3/30/23	Individual TT	7009	2 heads	$4,000
3/30/23	Individual TU	7068	1 head	$2,000

17. 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** 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

18. 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 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 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 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."

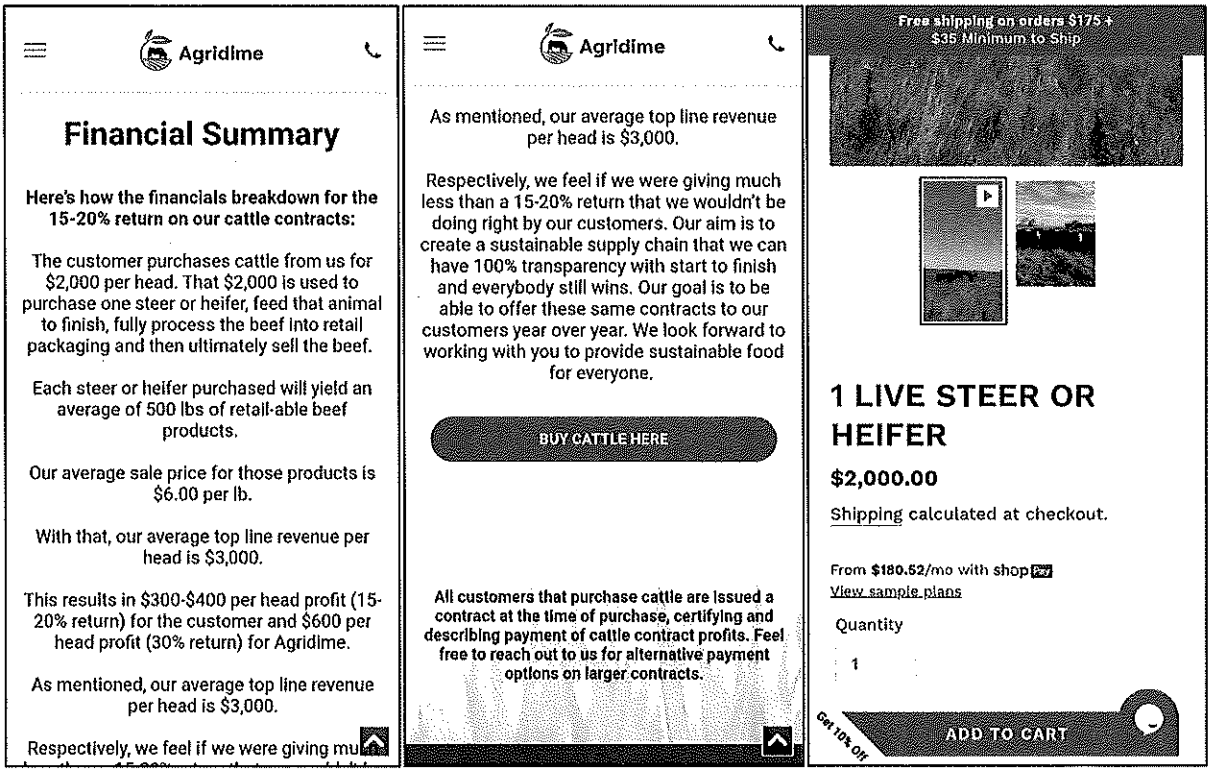
e. On or about August 10, 2023, defendant **Royana Thomas** communicated directly, or caused direct communication, with Individual S, via text message, to solicit and encourage Individual S to purchase cattle from and send funds to Agridime.

f. 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."

g. 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

19. 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

20. 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 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
Individual AA	Joshua Link (02)	4/19/23	7247	$120,000

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
Individual P	Joshua Link (02)	5/18/23	7542	$20,000
Individual J	Joshua Link (02), Taylor Bang (04)	5/19/23	7522	$2,000,000
Individual M	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	6/12/23	7702	$60,000
Individual A and Individual B	Jed Wood (01), Joshua Link (02), Taylor Bang (04)	6/13/23	7710	$2,700,000
Individual T	Jed Wood (01), Joshua Link (02)	6/14/23	7697	$500,000
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 W	Joshua Link (02)	7/10/23	7793	$250,000
Individual Y	Joshua Link (02)	7/11/23	7796	$150,00
Individual G	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	7/24/23	37850	$420,000
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

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
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
Individual AB Individual AC Individual AD	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	12/19/22	5337	$300,000
Individual AE Individual AD	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	12/27/22	5432	$60,000
Individual AK Individual AL	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	1/31/23	5785	$150,000
Individual AB Individual AC Individual AD	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	2/20/23	5869	$500,000
Individual AJ Individual AK	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	2/20/23	6000	$220,000
Individual AJ Individual AK	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	2/20/23	6002	$10,000
Individual AJ Individual AK	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	2/24/23	6001	$10,000

Cattle Purchaser Victim(s)	Relevant Communication with Specific Defendant(s)	Approx. Cattle Contract Date	Cattle Contract No.	Dollar Amount of Cattle Purchased
Individual AJ Individual AK	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	2/24/23	6003	$10,000
Individual AK Individual AL	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	3/9/23	6215	$200,000
Individual AJ Individual AK	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	4/13/23	7222	$250,000
Individual AF Individual AD	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	5/25/23	7609	$220,000
Individual AM	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	11/13/23	38581	$250,000
Individual AG Individual AH Individual AI	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	11/22/23	38642	$150,000
Individual AE Individual AD	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	11/29/23	38668	$100,000
Individual AM	Joshua Link (02), Taylor Bang (04), Royana Thomas (05)	12/5/23	38695	$250,000

Commissions Paid to Cattle Brokers

21. 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

22. 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)	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

23. 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.

24. 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.

25. 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. $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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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)

31. Paragraphs 1 through 10 and 14 through 30 of this Second Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

32. 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.

33. 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)	Individual H /Contract # 7002	Transfer from First Interstate Bank account no. 6477 in Pillar, Montana, to Agridime WNB account no. x2742 passing through WNB server in Georgia	3/27/23	$650,000
Three	Joshua Link (02)	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

Count	Defendant(s)	Victim(s) Making Payment/ Contract #	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Four	Joshua Link (02) & Royana Thomas (05)	Individual C /Contract # 7734	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	6/16/23	$2,000,000
Five	Joshua Link (02) & 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	7/4/23	$420,000

Count	Defendant(s)	Victim(s) Making Payment/ Contract #	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Six	Joshua Link (02)	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) & Royana Thomas (05)	Individual X /Contract # 37999	Transfer from First Citizens Bank & Trust account no. 1348 in Savannah, Georgia to Agridime WNB account no. x2742 in Fort Worth, Texas	8/16/23	$22,500

Count	Defendant(s)	Victim(s) Making Payment/ Contract #	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Eight	Joshua Link (02) & Royana Thomas (05)	Individual S /Contract # 37971	Transfer from Washington Federal Bank account no. 4037 in Eastsound, Washington to Agridime WNB account no. x2742 passing through WNB server in Georgia	8/21/23	$202,500
Nine	Joshua Link (02) & 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

Count	Defendant(s)	Victim(s) Making Payment/ Contract #	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Ten	Joshua Link (02) & 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)	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 Thirteen
Engaging in Monetary Transactions in Property
Derived from Specified Unlawful Activity
(Violation of 18 U.S.C. § 1957)

34. The Grand Jury realleges and incorporates the allegations set forth in Paragraphs 1 through 10, 14 through 30 of this Second Superseding Indictment.

35. 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	Joshua Link (02)	12/7/22	Wire transfer of approximately $527,859.50 from Arvest Bank account no. x0525 owned and controlled by defendant **Joshua Link** to Security First Title, LLC for purchase of Property A
Thirteen	Joshua Link (02) & 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.

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

36. Paragraphs 1 through 10 of this Second Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

37. Entity C was a limited liability company that was registered to do business in Kansas in December 2003 and operated in Hope, Kansas. From in or about July 2021 through at least March 2024, Entity C provided feed services for Agridime-controlled cattle maintained on Shady Brook Ranch property, in exchange for monthly payments from Agridime.

38. Individual TV was appointed on or about December 11, 2023, to serve as the Agridime Receiver to manage the assets and recoverable assets of Agridime ("Agridime Receiver"). Individual TV was appointed via Court Order issued by a United States District Court Judge in the Northern District of Texas, Fort Worth Division, in matter No. 4:23-cv-01224-P. The relevant Court Order empowered Individual TV with "all powers, authorities, rights, and privileges heretofore possessed by the officers, directors, managers and general and limited partners of [Agridime and its equity owners]…"

39. From in or about November 2021, and continuing until in or about January 11, 2024, in the Fort Worth Division of the Northern District of Texas and elsewhere, defendants **Jason Link** and **Joshua Link**, and others known and unknown, did knowingly and willfully combine, conspire, confederate and agree with each other, to engage in a scheme to defraud Agridime 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, defendants **Jason Link** and **Joshua Link** 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, Kansas, Arizona, and other states through electronic means (e.g., emails) and banking transactions.

The Object of the Conspiracy

40. The object of the conspiracy was for defendants **Jason Link** and **Joshua Link**, and others, to defraud Agridime, along with its owners, and the Agridime Receiver, of its money and property and for defendants to enrich themselves. To that end, defendants **Jason Link** and **Joshua Link**:

a. Caused Agridime to wire money to the Shady Brook Ranch operating account, that was solely controlled by defendant **Jason Link**, as payment for purported "feed and care" or "feed and yardage" service provided to Agridime-controlled cattle located on Shady Brook Ranch property. In reality, the defendants knew: feed services for cattle were actually provided by Entity C to the relevant Agridime-controlled cattle located on Shady Brook Ranch, thus causing Agridime to pay twice for the same service (i.e.,

Agridime paid both Entity C and Shady Brook Ranch for the same feed services during the relevant time period); no lease existed between Agridime and Shady Brook Ranch for the use of Shady Brook Ranch land by Agridime-controlled cattle; and no money was owed by Agridime to Shady Brook Ranch for the "care" of Agridime-controlled cattle.

b. Intended to use and did use the funds paid by Agridime to Shady Brook Ranch for purported "feed and care" or "feed and yardage" service of Agridime-controlled cattle to actually pay for defendant **Jason Link** personal expenses and to pay for construction of a luxury residence on the Shady Brook Ranch property for the recreational use of defendants **Jason Link** and **Joshua Link**.

Manner and Means of the Conspiracy and the Scheme to Defraud

41. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about November 16, 2021, through December 12, 2023, defendant **Joshua Link** sent emails to Agridime accounting personnel falsely claiming payment was due to the Shady Brook Ranch operating account for providing purported feed services for Agridime-controlled cattle that defendants **Joshua Link** and **Jason Link** knew, in reality, they did not cause feed services to be provided and that feed services had already been provided by Entity C. The approximate dates and amounts Entity C calculated that Agridime owed for feed and the approximate dates and amounts the defendants charged Agridime for purported "feed and care" or "feed and yardage" fees are shown in the chart below:

Approximate Date	Approximate Amount Entity C Calculated Agridime Owed for Feed Provided to Cattle at Shady	Approximate Date	Approximate Amount Defendants Charged Agridime for Purported "Feed and Care" or "Feed and Yardage" Provided to Cattle at Shady Brook
November 2021	$12,930.45	November 16, 2021	$139,220.00
December 2021	$8,656.79	December 2, 2021	$29,200.00
January 2022	$8,330.08	NA	NA
February 2022	$3,460.23	February 18, 2022	$72,000.00
March 2022	$17,736.95	March 21. 2022	$31,000.00
April 2022	$20,005.59	April 21. 2022	$84,400.00
May 2022	$25,180.44	NA	NA
June 2022	$37,784.66	June 8, 2022	$67,425.00
July 2022	$30,764.13	June 27, 2022	$28,275.00
August 2022	$32,316.21	August 18, 2022	$31,000.00
September 2022	$27,137.87	October 3, 2022	$120,273.00
October 2022	$15,845.60	October 31, 2022	$64,500.00
November 2022	$15,737.51	November 9, 2022	$100,300.00
December 2022	$41,870.08	December 2, 2022	$210,000.00
January 2023	$47,528.55	January 11, 2023	$206,250.00
February 2023	$19,522.22	January 26, 2023	$225,000.00
March 2023	$7,790.64	March 28, 2023	$75,000.00
April 2023	$3,623.97	April 14, 2023	$150,822.00
May 2023	$9,615.17	May 22, 2023	$198,750.00
June 2023	$10,416.36	June 23, 2023	$123,750.00
July 2023	$10,067.57	July 12, 2023	$225,000.00
August 2023	$14,923.05	August 11, 2023	$116,250.00
September 2023	$27,763.48	September 27, 2023	$123,000.00
October 2023	$26,058.79	October 19, 2023	$147,750.00
November 2023	$18,016.17	November 22, 2023	$75,750.00

Approximate Date	Approximate Amount Entity C Calculated Agridime Owed for Feed Provided to Cattle at Shady	Approximate Date	Approximate Amount Defendants Charged Agridime for Purported "Feed and Care" or "Feed and Yardage" Provided to Cattle at Shady Brook
December 2023	$14,799.42	December 12, 2023	$123,750.00

42. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about October 31, 2022, through November 22, 2023, defendant **Joshua Link** often fraudulently calculated the amount Agridime owed to Shady Brook Ranch for purported "feed and care" or "feed and yardage" service by including mathematical errors in the direction for payment to the Shady Brook Ranch operating account despite knowing no services were actually performed by Shady Brook Ranch. For example:

a. On or about February 18, 2022, defendant **Joshua Link** sent an email to Agridime accounting personnel falsely directing Agridime to pay Shady Brook Ranch $72,000 for 72 head of Agridime-controlled cattle, despite knowing the actual amount owed calculated at the rate of $750 per head would be only $51,840; and

b. On or about September 27, 2023, defendant **Joshua Link** sent an email to Agridime accounting personnel falsely directing Agridime to pay Shady Brook Ranch $123,000 based on a calculation for Agridime-controlled cattle of "124 head x $750 per head = $123,000", despite knowing the actual amount owed at this rate would be only $93,000.

43. It was further part of the conspiracy and scheme and artifice to defraud that on or about September 19, 2023, defendant **Joshua Link**, wrote via email to Agridime accounting personnel that Agridime owed "$750 per head" to Shady Brook Ranch for purported "feed and care" in response to an email request from Agridime accounting personnel asking defendant **Joshua Link** to provide Agridime with a copy of the purported lease between Agridime and Shady Brook Ranch for care of Agridime-controlled cattle on Shady Brook Ranch property, as shown below:

> Since we have a bred cow/pair program set up at Shady Brooke we do the billing on a per head basis at $750 per head.
>
> Respectfully,
> Josh
>
> On Thu, Aug 17, 2023 at 11:41 AM > wrote:
>
> > Hi Josh – based on the conversation the other night regarding the feed and care bill for Shady Brook Ranch, we would like to separate the lease portion from the feed portion.
> >
> > Can you send us the lease you have with Jason so we can have it on file in the office, as well as tell me what that amount is per month so we can make some corrections.
> >
> > Having them separate is important from an insurance and IRS standpoint.

44. It was further part of the conspiracy and scheme and artifice to defraud that on or about January 10, 2024, defendant **Jason Link**, wrote via email to Individual TV to demand payment of "outstanding invoice that is currently owed" (i.e., payment of $123,750 directed for payment in a December 12, 2023, email sent by defendant **Joshua Link**, as noted above) from Agridime to the Shady Brook Ranch operating account and falsely stated, among other things, that payment was due based on an outstanding Shady Brook Ranch invoice to Agridime, writing:

> If Shady Brook is not paid the outstanding invoice that is currently owed and plus what is due since then, I will have no choice but to start selling cattle to cover those bills.

45. It was further part of the conspiracy and scheme and artifice to defraud that on or about January 11, 2024, defendant **Jason Link**, wrote via email to Individual TV to demand payment from Agridime to the Shady Brook Ranch operating account and falsely stated, among other things, that:

a. Payment was owed to Shady Brook Ranch based on a rate of $750 per head of cattle basis based on "feed that grows out of the ground" and "…water that they drink and all the yardage/looking after that cattle that is required for calving cattle out." As shown below:

> Yes that is the invoice and how Shady Brook has always been paid. There is still feed that grows out of the ground. All the water that they drink and all the yardage/looking after that cattle that is required for calving cattle out. The charges have always been calculated on a $750 per head basis. Those cattle are on my property using my resources and this is the same exact terms I have always been paid on.

46. It was further part of the conspiracy and scheme and artifice to defraud that the defendants spent funds from the Shady Brook Ranch operating account on the following personal expenses and luxury items:

a. $1,498,275.22 Weibe Construction to build a 5 bedroom, 4 bathroom "barndominium" luxury residence in Herrington, Kansas; and

b. $24,838.50 to purchase a 2006 H2 Hummer; and

47. As a result of the scheme, defendants **Jason Link** and **Joshua Link** caused Agridime, to disburse over $2,664,000 based, in part, on the representation that funds were owed for "feed and care" or "feed and yardage" services, while in reality the

defendants each knew those services were provided by Entity C and Agridime paid Entity C for those services.

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

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

48. Paragraphs 1 through 10 and 37 through 47 of this Second Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

49. Beginning in or about November 2021, and continuing until on or about January 11, 2024, in the Fort Worth Division of the Northern District of Texas and elsewhere, the

defendants **Jason Link** and **Joshua Link**, 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 9 through 16 above.

50. 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)	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Fifteen	Joshua Link (02), Jason Link (06)	Transfer from Agridime Worthington National Bank account no. x2742 to Shady Brook Ranch Worthington National Bank account no. x8253 passing through Worthington National Bank server in Georgia	2/18/22	$72,000

Count	Defendant(s)	Description of Wire Transmission	Date of Wire Transmission	Amount of Wire Transmission
Sixteen	Joshua Link (02), Jason Link (06)	Transfer from Agridime Worthington National Bank account no. x3203 to Shady Brook Ranch Worthington National Bank account no. x8253 passing through Worthington National Bank server in Georgia	9/27/23	$123,000

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

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

51. Paragraphs 1 through 10 and 37 through 47 of this Second Superseding Indictment are realleged and incorporated by reference as though fully set forth herein.

52. 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	Approximate Date	Monetary Transaction
Seventeen	Jason Link (06)	10/26/23	Negotiation of Worthington National Bank Check No. 2089 drawing on Shady Brook Ranch account no. x8253 for $16,000 made payable to "Kaw Valley Solar LLC" for "Solar Materials"
Eighteen	Jason Link (06)	12/4/23	Negotiation of Worthington National Bank Check No. 2092 drawing on Shady Brook Ranch account no. x8253 for $30,507.06 made payable to "Weibe Construction LLC" for "Labor/Materials/Plumbing"

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))

53. 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 Second Superseding Indictment, the defendants, **Joshua Link** and **Royana 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.

54. 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 Fourteen through Sixteen of this Second Superseding Indictment, the defendants **Jason Link** and **Joshua Link** shall forfeit to the United States of America any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

55. Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of any of the offenses alleged in Counts Twelve through Thirteen of this Second Superseding Indictment, the defendants **Joshua Link** and **Royana 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.

56. Pursuant to 18 U.S.C. § 982(a)(1), upon conviction of any of the offenses alleged in Counts Seventeen and Eighteen of this Second Superseding Indictment, the defendants **Jason Link** shall forfeit to the United States of America any property, real or personal, involved in such offense, or any property traceable to such property.

57. The items subject to forfeiture include but are not limited to the following:

Real property located at 946 Trail Road in Herrington, Kansas

2006 Hummer H2; VIN 5GRGN23U96N103842

58. 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.

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

THE UNITED STATES OF AMERICA

v.

JOSHUA ROBERT LINK (02)
ROYANA JANE THOMAS (05)
JASON ALLEN LINK (06)

SECOND SUPERSEDING INDICTMENT

18 U.S.C. § 1349 (18 U.S.C. § 1343)
Conspiracy to Commit Wire Fraud
Counts 1 & 14

18 U.S.C. §§ 1343 and 2
Wire Fraud
Counts 2 – 11, 15 & 16

18 U.S.C. §§ 1957 and 2
Engaging in Monetary Transactions in Property
Derived from Specified Unlawful Activity
Counts 12, 13, 17 & 18

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

A true bill rendered

FORT WORTH FOREPERSON

Filed in open court this 10th day of September, 2026.

Defendants Royana Thomas (05) and Jason Link (06) on Conditions of Release; Defendant Joshua Link (02) in Federal Custody

UNITED STATES MAGISTRATE JUDGE
District Court Number: 4:26-CR-051-P
District Court Number: 4:26-CR-060-P