ORIGINAL

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

UNITED STATES OF AMERICA	
v.	Criminal No. 4:26-CR-00051-P
JED HANSEL WOOD (01)	

FACTUAL RESUME

Superseding Indictment:

Count One: The defendant is pleading guilty to Count One of the superseding indictment, which charges conspiracy to commit wire fraud, in violation of 18 U.S.C. §§ 1349 and 1343.

Penalties:

The penalties the Court can impose on Count One include:

a. imprisonment for a period not more than 20 years;

b. a fine not to exceed $250,000, or twice any pecuniary gain to the defendant or loss to the victims;

c. a term of supervised release of up to three years which may be mandatory under the law and will follow any term of imprisonment. If the defendant violates any condition of the term of supervised release, the Court may revoke such release term and require that the defendant serve an additional period of confinement;

d. a mandatory special assessment of $100;

e. restitution to victims or to the community, which may be mandatory under the law, and which may include restitution arising from all relevant conduct of the scheme to defraud, not limited to that arising from the offense of conviction alone; and

f. costs of incarceration and supervision.

ESSENTIAL ELEMENTS OF THE OFFENSE:

To establish the offense alleged in Count One of the superseding indictment, the government must prove the following elements beyond a reasonable doubt:

First: That two or more persons made an agreement to commit the crime of wire fraud as described below;

Second: That the defendant knew the unlawful purpose of the agreement; and

Third: That the defendant joined in the agreement with the intent to further the unlawful purpose.

The elements of wire fraud—the object of the offense—are as follows:

First: That the defendant knowingly devised or intended to devise a scheme or artifice to defraud, as described in the superseding indictment;

Second: That the scheme to defraud employed materially false and fraudulent pretenses, representations, and promises;

Third: That the defendant transmitted or caused to be transmitted by means of wire communication in interstate commerce, any writing, sign, signal, picture, or sound for the purposes of executing such a scheme; and

Fourth: That the defendant acted with a specific intent to defraud.

STIPULATED FACTS:

The defendant stipulates that the following facts are true and correct:

1. **Jed Hansel Wood**, defendant, is a resident of Fort Worth, Texas. On approximately April 13, 2017, Agridime, LLC ("Agridime") was registered to do business in Texas as a limited liability company. From on or about May 12, 2017, through in or about December 2023, Agridime was headquartered in Fort Worth, Texas and engaged in the sale, processing, and distribution of cattle to commercial and retail buyers. Beginning in or about January 2021 through December 2023, Agridime offered cattle contracts to individual investors, via, among other means, individual cattle brokers and online mass marketing. From at least in or about January 2021 through December 2023, defendant **Wood** served as a managing member, co-owner, and director for Agridime.

2. From in or about April 2017 through December 2023, neither Agridime nor

defendants **Jed Wood, Joshua Link, Tia Link, Taylor Bang, and Royana Thomas,** or any other Agridime employees were registered securities brokers or dealers with the Financial Industry Regulatory Authority ("FINRA"), the United States Securities and Exchange Commission ("SEC"), the Texas State Securities Board ("TSSB"), or any other state securities agencies.

3. 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 investors 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."

4. 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 Wood, Joshua Link, Tia Link, Royana Thomas, and Taylor Bang**, and others, 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 cattle contract purchasers and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises with the intent to defraud those purchasers, 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. §§ 1349 and 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, and Facebook videos and posts) and banking transactions.

5. The object of the conspiracy was for defendants, **Jed Wood, Joshua Link, Tia Link, Royana Thomas, and Taylor Bang**, 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, defendant **Wood** and the other conspirators:

a. Falsely promised cattle purchasers that funds from their payment would be used to purchase specific individual cattle, care for, and process that cattle into meat, and distribute the meat from the same specific individual

cattle while actually using those funds to pay Agridime operating expenses, make loan payments, or pay profits owed to earlier cattle purchasers;

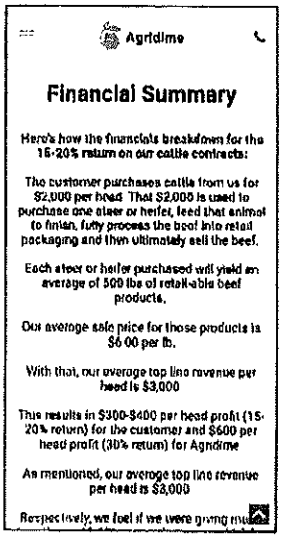
b. Falsely inflated the value of Agridime's meat inventory on its financial statements, then used the false financial statements to obtain business loans from financial institutions and feedlots; and

c. Used cattle purchaser funds to pay their salaries, commissions, and for personal expenses.

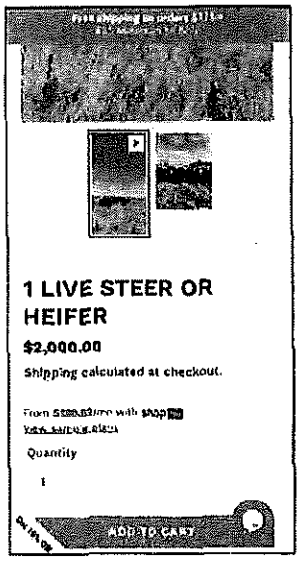
6. It was part of the scheme and artifice to defraud that from at least in or about January 2021 through December 2023, defendant **Wood** and others controlled Agridime's Worthington National Bank ("WNB") account x2742 and used that account to receive funds from purchasers of cattle contracts.

7. It was further part of the scheme and artifice to defraud for defendant **Wood** and others to execute cattle purchase agreements under which Agridime agreed the purchaser's funds would be used to purchase, raise, process into meat, and distribute meat from specific individual cattle, and then obtain a profit from that sale.

8. It was further part of the scheme and artifice to defraud for defendant **Wood** and others to advertise Agridime using a publicly available website as shown below:



9. It was further part of the scheme and artifice to defraud for defendant **Wood** and others to conduct cattle purchase transactions through the publicly available Agridime website via a third-party online payment processing service as shown below:



10. It was further part of the scheme and artifice to defraud that on or about June 15, 2022, defendant **Wood** and others executed a promissory note with Entity A, wherein they 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.

11. It was further part of the scheme and artifice to defraud that between on or about June 12, 2023 and on or about June 15, 2023, defendant **Wood** and others caused:

a. Approximately $500,000 of funds paid by Individual T to Agridime pursuant to a cattle contract to 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; and
c. On June 15, 2023, a portion of the funds paid by Individual T, 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.

12. It was further part of the scheme and artifice to defraud that between on or about January 1, 2021 and on or about December 12, 2023, defendant **Wood** and others obtained over $220 million from over 2,000 victims located throughout the United States based on the fraudulent misrepresentation that those funds would be used to

purchase, raise, process into meat, and distribute meat from specific individual cattle using their funds.

All in violation of 18 U.S.C. §§ 1349 and 1343.

SIGNED on this 25th day of March, 2026.

JED HANSEL WOOD
Defendant

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Attorneys for Defendant