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

UNITED STATES OF AMERICA v. ROYANA JANE THOMAS (01)	No. 4:26-CR-00051-P

FACTUAL RESUME

SECOND SUPERSEDING INDICTMENT:

Count One: The defendant is pleading guilty to Count One of the Second Superseding Indictment ("Indictment"), which charges conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349 (18 U.S.C. § 1343).

Penalties:

The penalties the Court can impose on Count Count 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;

f. costs of incarceration and supervision; and

g. forfeiture of property.

ESSENTIAL ELEMENTS OF THE OFFENSE:

To establish the offense alleged in Count One of the 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 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. **Royana Jane Thomas**, defendant, is a current resident of Arlington, Texas. On approximately April 13, 2017, Agridime, LLC ("Agridime") was registered to business in Tesas as a limited liability company. From on or about May 12, 2017, through December 2023, Agridime was headquartered in Fort Worth, Texas and offered cattle sales, meat processing and distribution, and retail meat sales services to the public through individual cattle salesmen and online mass marketing. From at least January 2021 through December 2023, defendant **Thomas** served as a Financial Controller for Agridime.

2. 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."

3. 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 **Royana Thomas**, **Jed Wood, Joshua Link, Tia Link, 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 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, and Facebook videos and posts), and banking transactions.

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

a. Falsely promised cattle purchasers that funds from their payment would be used to: purchase specific individual cattle; then to care for, process into meat, and distribute the meat from the same specific individual cattle ("purchase, raise, process into meat, and distribute"), while actually using those funds to pay Agridime operating expenses, loan payments, or to pay profits owed to earlier cattle purchasers;

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

c. Used cattle purchaser funds to pay themselves excessive salaries and commissions; and

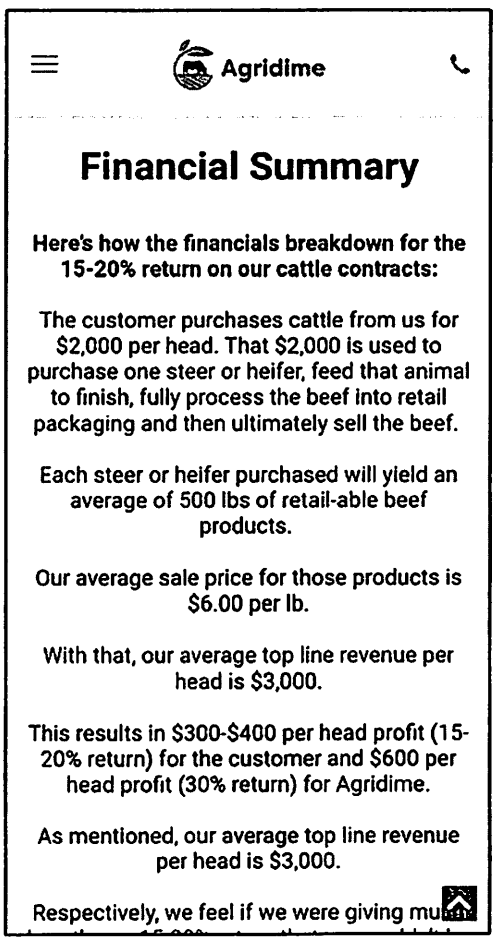
d. Diverted Agridime funds for to pay their own personal expenses.

5. It was part of the scheme and artifice to defraud the from at least in or about

January 2021 through December 2023, defendant **Thomas** and others controlled Agridime Washington National Bank ("WNB") account x2742 and used that account to receive funds paid by victims to Agridime pursuant to purchase cattle.

6. It was further part of the scheme and artifice to defraud for defendant **Thomas** and others, to execute formal cattle purchase agreements with larger buyers, wherein victims agreed to pay a specific amount of funds in exchange for Agridime's agreement to use the funds to purchase, raise, process into meat, and distribute meat from specific individual cattle and they pay a specific profit from the sale of the meat to the victim by a specific date ("cattle contracts")

7. It was further part of the scheme and artifice to defraud for defendant **Thomas** and others, to advertise their business, Agridime, using their publicly available website . As shown below:



8. It was part of the scheme and artifice to defraud for defendant **Thomas** and others,

to conduct cattle purchase transactions through the publicly available Agridime website via a third-party online payment processing service. As shown below:



9. It was further part of the scheme and artifice to defraud for defendant **Thomas** and others, that from on or about June 12, 2023, through on or about June 15, 2023,the conspirators 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, 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.

10. It was further part of the scheme and artifice to defraud for defendants **Thomas** and others identified in the chart below, from on or about October 12, 2023, continuing through on or about November 13, 2023, 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, transmitted and caused to be transmitted by means of wire

communications in interstate commerce the signals and sounds set forth below:

Defendant(s)	**Victim(s) Making Payment/ Contract #**	**Description of Wire Transmission**	**Date of Wire Transmission**	**Amount of Wire Transmission**
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 to Dakota Community Bank & Trust account no. x9963 in Killdeer, North Dakota controlled by defendant **Taylor Bang**	11/7/23	$240,000

11. On or about November 28, 2023, defendant **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, defendant **Thomas** knew she and her conspirators typically used funds received by Agridime from later cattle purchasers to pay funds owed by Agridime to earlier cattle purchasers.

12. It was further part of the scheme and artifice to defraud for defendant **Thomas** and others, from on or about January 1, 2020, and continuing through on or about December

12, 2023, to fraudulently obtain over $220 million from over 2,000 victims located throughout the United States based on the fraudulent misrepresentation those funds would be used to purchase, raise, process into meat, and distribute meat from specific individual cattle using their funds.

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

SIGNED on this 31 day of OCTOBER, 2026.

ROYANA JANE THOMAS
Defendant

HARRY E. WHITE
Attorney for Defendant