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

UNITED STATES OF AMERICA	
v.	No. 26-CR-00051-P
TAYLOR ORRIS BANG (04)	

FACTUAL RESUME

SUPERSEDING INFORMATION:

Count One: The defendant is pleading guilty to Count One of the Superseding Information, which charges conspiracy to commit wire fraud, in violation of 18 U.S.C. § 371 (18 U.S.C. § 1343).

Penalties:

The penalties the Court can impose on Count One include:

a. imprisonment for a period not more than 5 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. forfeiture of property; and

g. costs of incarceration and supervision.

ESSENTIAL ELEMENTS OF THE OFFENSE:

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

First: That the defendant and at least one other person made an agreement to commit the crime of wire fraud, in violation of 18 U.S.C. § 1343, as charged in the Superseding Information

Second: That the defendant knew the unlawful purpose of the agreement and joined in it willfully, that is, with the intent to further the unlawful purpose; and

Third: That one of the co-conspirators during the existence of the conspiracy knowingly committed at least one of the overt acts described in the Superseding Information, in order to accomplish some object or purpose of the conspiracy.

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

First: That the defendant knowingly devised or intended to devise any scheme or artifice to defraud;

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. Agridime, LLC ("Agridime") was a limited liability company that was registered to do business in Texas. 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. **Taylor Bang**, defendant was a 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. Defendant Joshua Link was a co-owner of Agridime. Defendant Royan Thomas was the financial controller for Agridime .

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 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."

4. As a result of the ACC Cease and Desist Order, Agridime was prohibited from issuing new cattle contracts to residents of Arizona.

5. 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 **Taylor Bang, Joshua Link,** and **Royana Thomas**, 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,

6. The object of the conspiracy and scheme and artifice to defraud, as to defendant **Taylor Bang**, was to obtain money and property from an individual cattle purchaser by means of materially false and fraudulent pretenses and representations and by concealment of material facts, and thereby to enrich the conspirators as described in paragraphs 8 to 12 below.

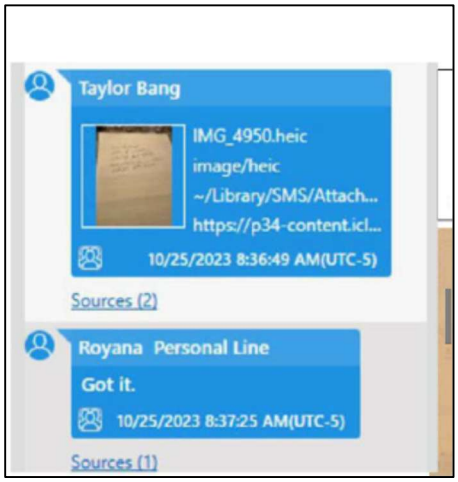
7. It was part of the conspiracy and scheme and artifice to defraud for defendant **Taylor Bang, Joshua Link,** and **Royana Thomas**, and others, to execute formal cattle purchase agreements with individual buyers, wherein victims agreed to pay a specific amount of funds in exchange for Agridime's agreement to use the funds to purchase, raise, process into meat, and distribute meat from specific individual cattle and then pay a

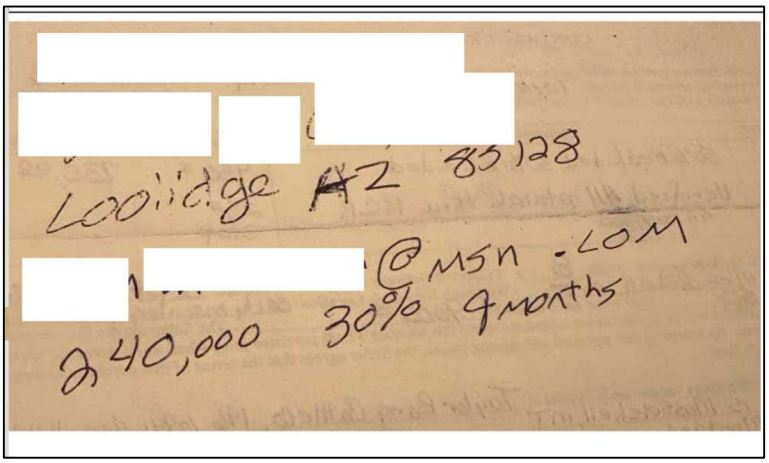
specific profit from the sale of the meat to the victim by a specific date ("cattle contracts").

8. From at least May 2023 through December 2023, defendants **Joshua Link** and **Royana Thomas** repeatedly communicated to defendant **Taylor Bang** that despite the relevant ACC and NDSD cease and desist orders, Agridime cattle contracts should continue to be sold in Arizona and North Dakota to buyers who were residents of Arizona and North Dakota but who fell within a purported "safe harbor" of individuals, as defined by defendants **Joshua Link** and **Royana Thomas,** to include buyers who purchased cattle via Agridime cattle contracts before the relevant cease and desist orders were in place.

9. It was further part of the conspiracy and scheme and artifice to defraud that defendants **Taylor Bang, Joshua Link,** and **Royana Thomas**, each sent text or email messages through interstate communication, as follows:

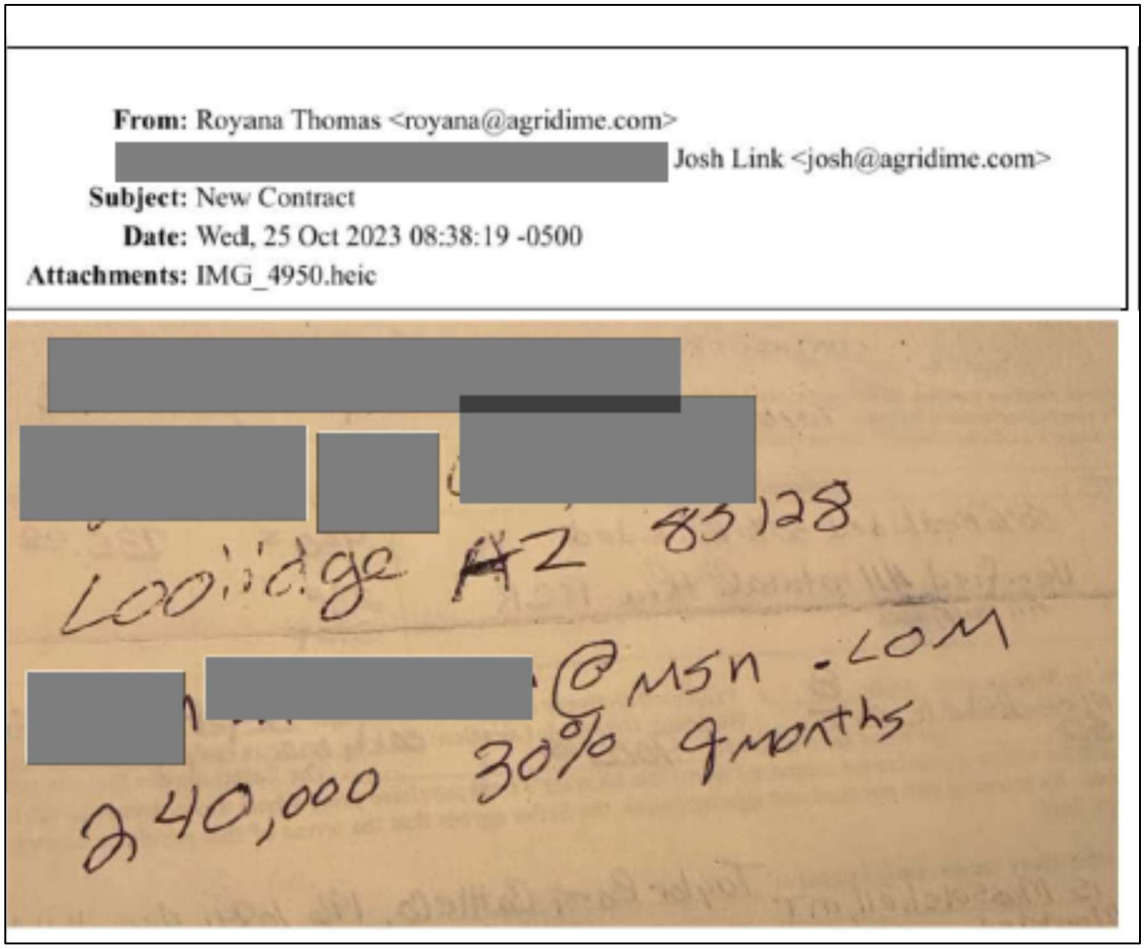
a. On or about October 25, 2023, beginning at approximately 0836 hours, Defendant **Taylor Bang** sent a text message to defendant **Royana Thomas** with an image of handwritten notes outlining the terms for an Agridime cattle contract which included the details: of Individual M's email address and street address in Coolidge, Arizona; Individual M's email address; the $240,000 purchase price Individual agreed to pay Agridime for Individual M's ownership of 80 specific individual cattle; the promise that defendant **Taylor Bang, Joshua Link,** and **Royana Thomas**, through the entity Agridime, made the false representation that they would pay Individual M a 30% profit within 9 months. In response, defendant **Royana Thomas** sent a text message to defendant **Taylor Bang**, reading "Got it." as shown below:



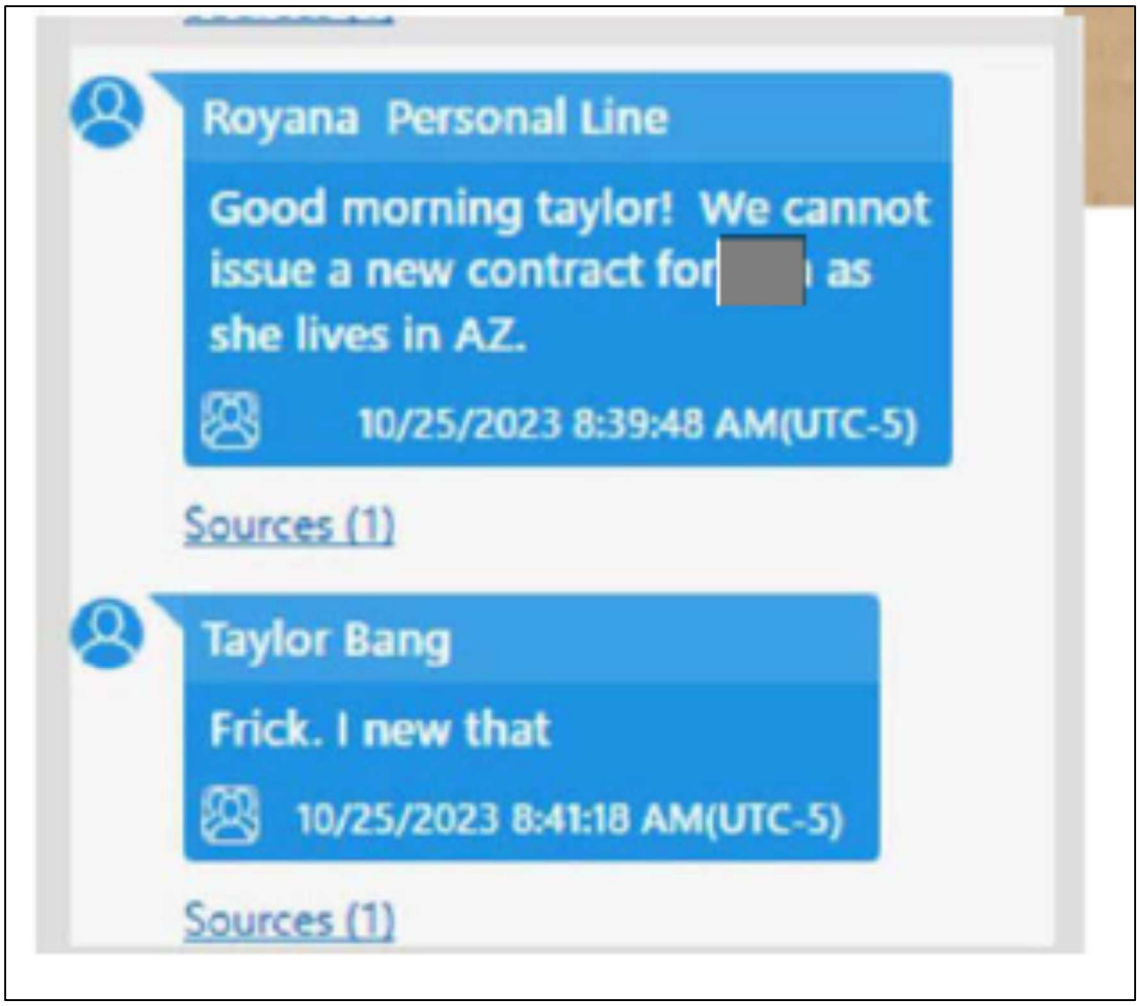


b. On or about October 25, 2023, beginning at approximately 0838 hours, Defendant **Royana Thomas** sent an email message to defendant **Joshua Link** and other Agridime staff with the subject line "New Contract" and

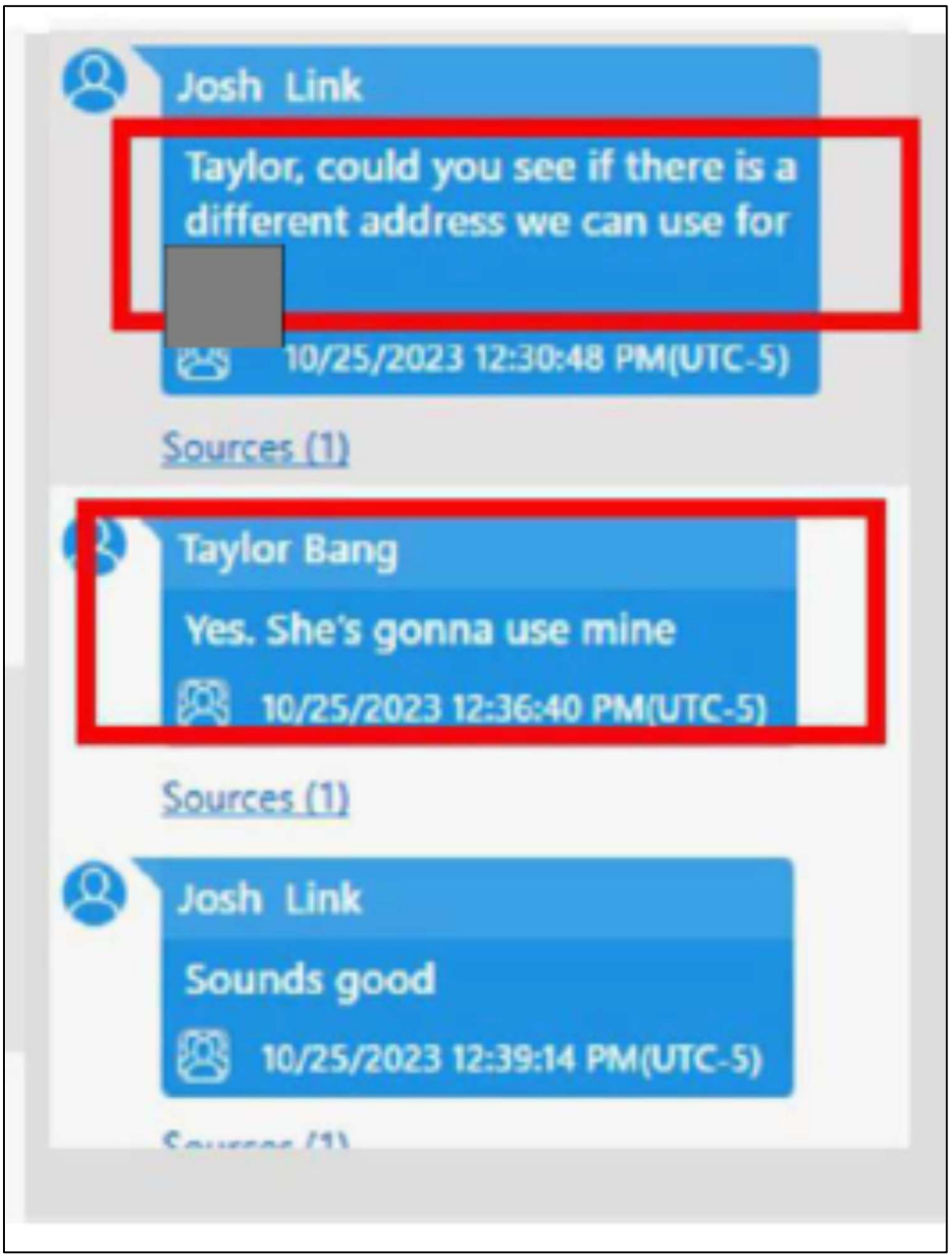
containing the handwritten notes provided by defendant **Taylor Bang** for an Agridime cattle contract with Individual M, as shown below:



c. On or about October 25, 2023, beginning at approximately 0839 hours, Defendant **Royana Thomas** sent a text message to defendant **Taylor Bang** regarding the relevant Agridime cattle contract with Individual M, reminding defendant **Taylor Bang** that Agridime was legally prohibited from issuing new cattle contracts to Arizona residents, such as Individual M, as shown below. In response defendant **Taylor Bang** sent a text message to defendant **Royana Thomas** reading "… I new*(sic)* that" as shown below:



d. On or about October 25, 2023, beginning at approximately 1230 hours, Defendant **Joshua Link** sent a text message to defendant **Taylor Bang** regarding the relevant Agridime cattle contract with Individual M, asking defendant **Taylor Bang** "…if there is a different address…" the co-conspirators could use, in lieu of Individual M's Arizona address, to place on the relevant Agridime cattle contract that would conceal the intentional violation of an Arizona Corporation Commission Cease and Desist order by the co-conspirators. In response, defendant **Taylor Bang** sent a text message to defendant **Joshua Link** indicating the co-conspirators would use defendant **Taylor Bang**'s address for the Agridime cattle contract with Individual M, writing "Yes. She's gonna*(sic)* use mine". Defendant **Taylor Bang** understood that the purpose of using his address in place of Individual M's Arizona address was to conceal the violation of the ACC Cease and Desist Order. The relevant message is shown below:



10. It was further part of the conspiracy and scheme and artifice to defraud that 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, defendant **Taylor Bang**, **Joshua Link,** and **Royana Thomas**, as 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 in the chart 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 in Arizona to Dakota Community Bank & Trust account no. x9963 in Killdeer, North Dakota controlled by defendant **Taylor Bang**	11/7/23	$240,000

11. In order to conceal the conspiracy and scheme and artifice to defraud, from in or about October 2023 to December 2023, defendants **Joshua Link, Taylor Bang**, and **Royana Thomas**, acting through the entity Agridime, combined to solicit and execute a Agridime cattle 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 (Contract # 38518) for the Individual M 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 and address in Arizona by, in part, using defendant **Tayor Bang's** address in place of Individual M's address.

12. Defendant **Taylor Bang** knew that Individual M was not told, and would not learn from the cattle contract or from Agridime's business records, that Agridime was subject to the ACC Cease and Desist Order, that the order had been entered on allegations including fraud in the sale of Agridime cattle contracts, that the order prohibited the transaction she was entering into, or that her name had been omitted from the contract and her payment routed to defendant **Taylor Bang's** personal account in order to conceal those facts. Defendant **Taylor Bang** knew that these were facts a purchaser in Individual M's position would consider important in deciding whether to send $240,000. Defendant **Taylor Bang** joined the agreement with defendants **Joshua Lin**k and **Royana Thomas**

knowingly and willfully, and with the intent that Individual M's money be obtained by means of that concealment.

13. Defendant **Taylor Bang** acknowledges that the conduct described in paragraphs 8 through 12 above constitutes a conspiracy to commit wire fraud in violation of 18 U.S.C. § 371.

In violation of 18 U.S.C. § 371.

SIGNED on this ___day of _____, 2026.

_____	_____
TAYLOR ORRIS BANG	DAN COGDELL
Defendant	Attorney for Defendant