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

UNITED STATES OF AMERICA v. TIA MAKENZIE LINK (03)	Criminal No. 4:26-CR-00051-P

FACTUAL RESUME

SUPERSEDING INDICTMENT:

Count Thirteen: The defendant is pleading guilty to Count Thirteen of the Indictment, which charges engaging in monetary transactions in property derived from specified unlawful activity, in violation of 18 U.S.C. § 1957.

Penalties:

The penalties the Court can impose on Count Thirteen include:

a. imprisonment for a period not more than 10 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 Thirteen of the Indictment, the government must prove the following elements beyond a reasonable doubt:

First: That the defendant knowingly engaged [or attempted to engage] in a monetary transaction;

Second: That the monetary transaction was of a value greater than $10,000;

Third: That the defendant caused to be transmitted by way of wire communications, in interstate commerce, any writing, sign, or signal for the purpose of executing such scheme;

Fourth: That criminally derived property was derived from specified unlawful activity;

Fifth: That the defendant knew that the monetary transaction involved criminally derived property; and

Sixth: That the monetary transaction took place within the United States.

STIPULATED FACTS:

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

1. **Tia Makenzie Link**, defendant, is a current resident of Smithton, Missouri. From at least in or about January 2021 through December 2023, defendant Tia Link served various roles for Agridime, LLC ("Agridime"), to include working as the Marketing Director during a portion of this time.

2. 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 **Tia Link**, **Jed Wood, Joshua Link, Taylor Bang, 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, 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.

3. The object of the conspiracy was for defendants **Tia Link, Jed Wood, Joshua Link, Taylor Bang, Royana Thomas,** and others, by and through the entity, Agridime, to defraud individual cattle purchasers of their money and property and for Defendants to obtain money for themselves through Agridime. To that end, defendant **Tia Link** 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, in fact, Agridime was not purchasing specific individual cattle identified as belonging to the purchaser.

b. Additionally, other conspirators used cattle purchaser funds to pay themselves, or to obtain, excessive salaries and commissions.

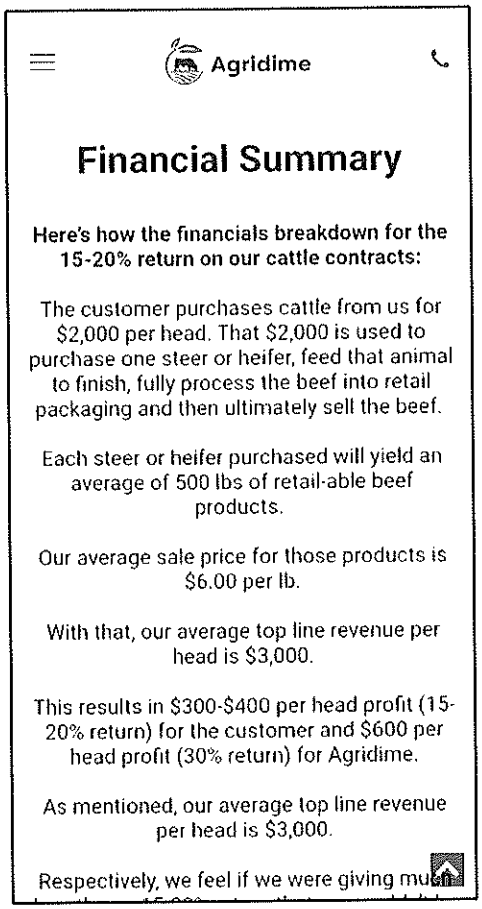
4. It was further part of the conspiracy and scheme and artifice to defraud that from at least in or about January 2021 through December 2023, defendants **Tia Link, Joshua Link, and Royana Thomas**, would send correspondence via email and text message to directly solicit and encourage victims to purchase 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."

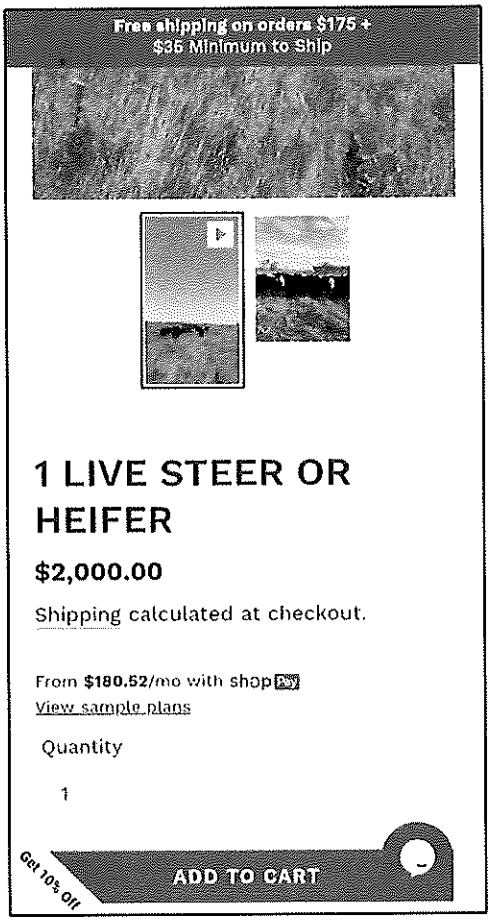
b. On approximately August 17, 2023, defendant Tia Link communicated directly, or caused direct communication, with Individual Q, via email by, among other things, sending a copy of a current version of the Agridime cattle contract and writing, in part, that "Agridime is regulated by the USDA and just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

c. 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… ."

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



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



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 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 by someone at Agridime, defendant **Tia Link,** at the direction of defendant **Joshua Link**, via email, informed Joshua Link that a sale had been agreed in principal and that he should follow up be sending a cattle contract, including those shown in the chart below, after the victims had received a false representation that funds from their payment would be used to: purchase, raise, process into meat and distribute the meat from specific individual cattle identified to the specific purchaser; and then pay a specific profit from the sale of such meat

to the victim by a specific date. Other defendants caused funds from each victim to be deposited into an Agridime account, but Agridime did not use those funds to: purchase, raise, or process into meat specific cattle identified to each specific victim; nor pay a specific profit from the sale of the resulting meat from a cow identified to the specific purchaser, 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
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

8. On or about the dates set forth below, in the Northern District of Texas, and elsewhere, defendants identified in the chart below, defendants **Tia Link and Joshua Link** 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:

Approximate Date	Wire Description
12/7/22	Wire transfer of approximately $527,859.50 from Arvest Bank account no. x0525 owned and controlled by defendants **Joshua Link** and **Tia Link** to Security First Title, LLC for purchase of Property A

All done in violation of 18 U.S.C. §§ 1957 and 2.

SIGNED on this 17th day of June, 2026.

TIA MAKENZIE LINK
Defendant

JOHN HELMS
Attorney for Defendant