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.

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.

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:

> 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.