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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

AGRIDIME LLC,
JOSHUA LINK, and
JED WOOD,

Defendants,

)
)
) Civil Action No.

) **4 - 23 CV - 1224 P**

) FILED UNDER SEAL
) JURY TRIAL DEMANDED
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COMPLAINT

Plaintiff Securities and Exchange Commission (the “SEC” or “Commission”) alleges:

NATURE OF THE ACTION

1. The Commission brings this action to halt an ongoing, fraudulent, and unregistered offering of securities and active Ponzi scheme being perpetrated on investors by Agridime LLC (“Agridime”), Joshua Link, and Jed Wood (collectively, “Defendants”).

2. Since 2021, Agridime has raised at least \$191 million from more than 2,100 investors in at least 15 states, selling investment contracts related to the purchase and sale of cattle (“Cattle Contracts”). Defendants promised investors guaranteed annual returns ranging from 15% to 32% and marketed the Cattle Contracts on Agridime’s websites as a way for investors to passively profit from cattle ownership “without having to do all the work.” In advertising, the Defendants boasted, “We know it sounds too good to be true.”

3. Unfortunately for investors, the investment offering was too good to be true. Agridime has used at least \$58 million of investor funds—that Agridime represented would be

used to purchase, feed, and process cattle—to pay returns to existing investors. Defendants did not buy the number of cattle required to fulfill the Company's obligations under the Cattle Contracts, and as a result Agridime has only been able to return principal and pay promised returns by making Ponzi payments. Defendants have never disclosed these Ponzi payments when soliciting new investors. And they have failed to disclose that they have used an additional \$11 million to pay 10% commissions to salespeople, including owners Wood and Link, who also solicit investments in Agridime Cattle Contracts.

4. Agridime has violated cease-and-desist orders issued earlier this year by Arizona and North Dakota by continuing to sell its securities in fraudulent, unregistered transactions in those states. Agridime has sold more than \$1 million of Cattle Contracts to Arizona residents since the entry of the Arizona order and more than \$9 million to North Dakota residents since the issuance of that state's order. And on October 18, 2023, an Agridime salesman in Arizona admitted under oath that he is still selling Cattle Contracts from Arizona.

5. Through their actions, Defendants violated, and unless enjoined will continue to violate, the antifraud and securities-registration provisions of the federal securities laws, namely Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5] and Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77e(a), 77e(c), and 77q(a)]. Under Section 20(a) of the Exchange Act, Defendants Link and Wood are also liable as control persons for Agridime's violations of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder [15 U.S.C. §§ 77o(a) and 78t(a)]. Unless Defendants are enjoined by the Court, they will continue to fraudulently offer and sell unregistered securities in violation of the federal securities laws.

6. To protect the public from further fraudulent activity, the SEC brings this action against Defendants and seeks: (i) permanent injunctive relief; (ii) disgorgement of ill-gotten gains, plus prejudgment interest; and (iii) civil penalties. Because of the ongoing nature of the fraudulent offering and Ponzi scheme, and the risk of continuing investor loss and asset dissipation, the Commission also seeks emergency relief against Defendants, including a temporary restraining order (and preliminary injunction), an asset freeze, the appointment of a receiver, an accounting, and orders expediting discovery, permitting alternative means of service, and prohibiting alteration or destruction of documents.

DEFENDANTS

7. **Agridime LLC** is a Texas limited liability company co-founded by Link and Wood in 2017, with its principal place of business in Fort Worth, Texas. Link and Wood jointly control Agridime as its highest-ranking officers and managing members, each owning a 45.5% interest in the company. Agridime has operations in Texas, Arizona, Kansas, North Dakota, and other states, and purports to be a meat-distribution company with a “proprietary beef supply chain.” Agridime is subject to cease-and-desist orders issued by securities regulators in Arizona and North Dakota.

8. **Joshua Link**, age 30, resides in Gilbert, Arizona. He is an owner, managing member, and the Executive Director of Agridime. He co-founded and jointly controls Agridime with Wood. Link is subject to cease-and-desist orders issued by securities regulators in Arizona and North Dakota. On November 11, 2023, Arizona filed a contempt motion against Agridime and Link for violating its order.

9. **Jed Wood**, age 62, resides in Fort Worth, Texas. He is an owner, managing member, and the Operations Director of Agridime. He co-founded and jointly controls Agridime with Link.

JURISDICTION AND VENUE

10. The Commission brings this action pursuant to authority conferred upon it by Sections 20(b) and 20(d) of the Securities Act [15 U.S.C. §§ 77t(b) and 77t(d)] and Sections 21(d) and 21(e) of the Exchange Act [15 U.S.C. §§ 78u(d) and 78u(e)].

11. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d), and 77v(a)] and Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), (e), and 78aa].

12. The defendants offered and sold investment contracts purportedly relating to cattle. Pursuant to Section 2(a)(1) of the Securities Act [15 U.S.C. § 77b(a)(1)] and Section 3(a)(10) of the Exchange Act [15 U.S.C. § 78c(a)(10)], Defendants' Cattle Contracts are securities because they are investment contracts.

13. In connection with the conduct described in this Complaint, Defendants, directly or indirectly, made use of the mails or the means or instruments of transportation or communication in interstate commerce by, among other means, soliciting and accepting investments via the Internet, transmitting investor contracts via email, executing investor contracts via an on-line software portal, and accepting investor deposits via mail, wire, or other electronic-funds transfer.

14. Venue is proper in this District because at all relevant times: (a) Agridime maintained its principal place of business in Fort Worth; (b) Wood resided in Fort Worth; and (c) Agridime, Wood, and Link conducted business in this District. Further, acts, transactions, and

courses of business constituting violations of the federal securities laws alleged in this Complaint occurred within this District, including but not limited to Defendants' solicitations of investors and the acceptance and disbursement of investor funds.

FACTUAL ALLEGATIONS

I. Link and Wood Founded and Control Agridime

15. Link and Wood have served as Agridime's highest-ranking officers since co-founding the company in 2017.

16. Wood controls Agridime's cattle operations, including overseeing the firm's finances. Wood signs Agridime's checks and, with the assistance of the company's controller, is primarily responsible for overseeing the bank accounts, including payments to and from investors.

17. Link serves as Agridime's Executive Director, a role he describes as equivalent to CEO. He has personally solicited investors, trained and directed the activities of Agridime's salespeople, and executed Cattle Contracts on Agridime's behalf.

II. Defendants Offered and Sold Fraudulent Cattle Contracts

18. Since at least January 2021, Agridime has raised over \$191 million from more than 2,100 investors in at least 15 states, purporting to sell investments in cattle under Cattle Contracts.

19. In the Cattle Contracts, Agridime agreed to: (a) sell cattle to an investor for \$2,000 per calf; and (b) after a year, buy back the same cattle at a higher price to provide a specific guaranteed investment return. Agridime told investors it would use their funds to purchase, feed, finish, process, and sell specific cattle. Instead of using investor funds to do these things, Agridime instead diverted tens of millions of dollars in investor funds to make Ponzi

payments to prior investors. As a result, Agridime has not purchased enough cattle to fulfill its Cattle Contracts. Agridime's investors, therefore, do not actually invest in specific, identifiable animals. Instead, the success of their investments depends on the success of Agridime's purported cattle operation, including its ability to attract new investors.

20. The Cattle Contract investor's role is entirely passive. On its website at www.agridime.com, Agridime described the Cattle Contracts as an opportunity to "make money raising cattle without having to do all the work." The investor did not take delivery of any cattle and assumed no responsibility for the care or feeding of any cattle.

21. Since at least August 2023, Agridime has also offered a new variant of its Cattle Contract from the company's new website at www.agridimestore.com, soliciting investments on its website of \$4,500 "for the purchase of one bred cow in [Agridime's] supply chain and [for Agridime] to feed that cow until it gives birth to its calf. This cow will remain on [Agridime's] ranches & will be fed and cared for during this time." Under this variant, the investor still does not take delivery of any cattle and assumes no responsibility for their care or feeding. Indeed, these Cattle Contracts make the investor's passive role even more clear, explicitly stating that "[t]he cattle purchased from Agridime . . . shall remain in the care and custody of Agridime."

22. Agridime promises investors "guaranteed 15-20% yearly profits" on the Cattle Contracts and even guarantees returns as high as 32% for some contracts, including contracts to purchase 50 head of cattle or more. Agridime includes these guarantees in the contracts themselves and displays them prominently on the company's website and in social-media ads promoting the investment, as reflected in the images below:



BUY LIVE CATTLE

Have you ever wanted to make money raising cattle without having to do all the work?

We know it sounds too good to be true, however, in order to meet increased demand we are partnering with individuals and organizations to contract cattle into our beef supply chain.

We supply retail outlets, meat distributors and restaurant food service companies with farm fresh beef. We are inviting individuals and organizations to purchase cattle with us in order to supply beef to these customers.

All cattle purchased during Q1 of 2023 will be guaranteed 15-20% yearly profits. We also offer 20% yearly profits on contracts of 50 or more

23. Agridime has also advertised the Cattle Contracts on an unrestricted, publicly available Facebook page with an animated video titled, "Make 15%-20% Yearly Returns by Purchasing Cattle With Us." The video explains that the investor's purchase payment covers the cost to "feed that animal to finish, fully process the beef into retail packaging, and then ultimately sell the beef."

24. Agridime has engaged in a general solicitation of investors by using its publicly available website, unrestricted Facebook page, and other social media to attract investors. Agridime and its sales representatives have not taken steps to verify the accredited status of

investors, and they have not limited the offer or sale of the Cattle Contracts to accredited investors. Agridime's website allowed investors to purchase online without any income verification or disclosures. Agridime's stated practice has been to send investors their Cattle Contracts by email only *after* investors send funds to Agridime (via cash, wire transfer, check, Shopify, transfers from self-directed IRAs, or a number of other payment options, including installment payments). At that point, the investor signs the contract electronically, and then Link (or an authorized sales representative) affixes Link's electronic signature via DocuSign.

25. Neither Agridime nor its Cattle Contract securities are registered with the Commission in any capacity.

III. Defendants Misused and Misappropriated Investor Funds

26. Despite Agridime's explicit claim on its website that it would use investor funds to purchase, feed, finish, process, and sell specific cattle, the company actually used investor funds to make Ponzi payments to earlier investors and to pay undisclosed sales commissions to Agridime salespeople.

a. Defendants Have Used At Least \$58 Million in Investor Funds to Make Ponzi Payments

27. Contrary to its promises to investors, Agridime has acquired far fewer cattle than it has sold to investors in Cattle Contracts. Because of its failure to acquire, raise, feed, and finish enough cattle, as promised, Agridime has not generated—and cannot generate—sufficient revenues to repay its investors. As a result, Agridime does not have the assets needed to cover its obligations.

28. During the period from December 1, 2022, to September 30, 2023, Agridime has used at least \$58 million in investor funds from the sale of new Cattle Contracts to make

principal and profit payments to previous investors. In short, Agridime is operating a Ponzi scheme.

29. As of September 5, 2023, Agridime held Cattle Contracts requiring them to pay investors more than \$123 million in principal (obligations to repurchase cattle), plus approximately \$24 million in guaranteed “profits.” Given the company’s cash balances of less than \$1.5 million as of September 30, 2023, and insufficient operating revenues, it appears that Agridime’s Ponzi scheme will soon implode, unless it continues to raise money from new investor-victims.

b. Defendants Paid Undisclosed Sales Commissions to Salespeople

30. Agridime pays its sales representatives a commission—typically 10%—for each Cattle Contract sold. Through May 2023, Agridime paid its salesforce aggregate commissions exceeding \$11.1 million, including commissions of: (1) at least \$5.6 million to a salesperson in North Dakota; (2) \$1.3 million to Link and his wife; and (3) \$1.3 million to Wood.

31. When representing to investors how it will use their funds, Agridime does not disclose the 10% commission. For example, Agridime’s website included a “Financial Summary” purporting to explain how all investor funds are to be used, as reflected in the image below.

Financial Summary

Here’s how the financials breakdown for the 15-20% return on our cattle contracts:

The customer purchases cattle from us for \$2,000 per head. That \$2,000 is used to purchase one steer or heifer, feed that animal to finish, fully process the beef into retail packaging and then ultimately sell the beef.

32. The Financial Summary on Agridime's website does not mention sales commissions. Likewise, Agridime's advertisements and Cattle Contracts fail to mention them. Thus, paying commissions contravened Agridime's representations to investors concerning the use of investor funds.

IV. Defendants' Materially False and Misleading Statements and Omissions

33. Agridime, Link, and Wood misled investors with promises of (in their own words) "too good to be true" guaranteed 15-32% annual profits. In reality, the company's cattle business did not generate revenue sufficient to pay the promised profits to its investors.

34. Agridime's advertising and sales pitches touted the safety and security of the Cattle Contracts by claiming on Agridime's website, in the Cattle Contracts, and in sales pitches to investors that the Cattle Contract investments were protected by USDA bonding and insurance. Meanwhile, despite emphasizing the safety of the investment, Defendants failed to disclose to new and prospective investors that Agridime relied on investor funds to pay promised returns, thus concealing the Ponzi scheme.

35. Defendants represented that investor funds would be used for specific purposes—feeding, finishing, and processing beef—but did not disclose that Agridime would use investor funds to pay 10% sales commissions to its salespeople. By omitting to disclose the commissions, Agridime's representations concerning the use of proceeds are, at best, incomplete and thus misleading under the circumstances.

36. A reasonable investor would have considered it important to know that Agridime misappropriated more than \$58 in investor funds to make Ponzi payments instead of purchasing, feeding, finishing, and processing cattle. Revelation of this diversion of investor funds, in

addition to the undisclosed payment of at least \$11 million in commissions, would significantly alter the total mix of information available to investors.

V. Defendants Are Violating State Cease-and-Desist Orders and Continue to Defraud Investors

37. Agridime continues to sell Cattle Contracts in numerous states, despite cease-and-desist orders issued by two states.

38. In April 2023, the Arizona Corporation Commission issued a temporary cease-and-desist order, barring Agridime and Link from, among other things, selling unregistered securities and committing fraud in the purchase or sales of securities (Cattle Contracts) in violation of the Arizona Securities Act.

39. Similarly, in May 2023, the North Dakota Securities Commission ordered Link and Agridime to cease and desist from selling unregistered securities (Cattle Contracts), acting as an unregistered broker-dealer, and engaging in fraudulent practices in connection with the offer and sale of investment contracts represented to be investments in cattle.

40. Agridime has violated both the North Dakota and Arizona cease-and-desist orders. On November 13, 2023, Arizona filed a contempt action, alleging that Agridime, Link, and Link's wife knowingly and willfully continued to offer and sell unregistered securities and committed fraud in violation of Arizona's Securities Act and the previously issued cease-and-desist order.

41. In fact, Agridime has sold more than \$1 million of Cattle Contracts to Arizona residents *after* the entry of the Arizona cease-and-desist order. Additionally, on October 18, 2023, an Arizona-based Agridime salesman admitted under oath that he is still selling Cattle Contracts from Arizona. Agridime's records also reveal that it has sold at least 18 contracts

totaling over \$9 million to North Dakota residents after the issuance of that state's cease-and-desist order.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]

Against all Defendants

42. Plaintiff re-alleges and incorporates paragraphs 1 through 41 of this Complaint by reference as if set forth verbatim in this Claim.

43. By engaging in the acts and conduct alleged herein, Defendants, directly or indirectly, in connection with the purchase or sale of securities, by the use of the means or instrumentality of interstate commerce, or of the mails, knowingly or with severe recklessness:

- a. employed a device, scheme, or artifice to defraud; and/or
- b. made an untrue statement of a material fact, or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and/or
- c. engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit upon any person.

44. By reason of the foregoing, Defendants have violated, and unless enjoined will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

SECOND CLAIM FOR RELIEF

Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]

Against All Defendants

45. Plaintiff re-alleges and incorporates paragraphs 1 through 41 of this Complaint by reference as if set forth verbatim in this Claim.

46. By engaging in the acts and conduct alleged herein, Defendants, directly or indirectly, in the offer or sale of securities, by the use of the means or instruments of transportation or communication in interstate commerce or by use of the mails, have:

- a. knowingly or with severe recklessness employed a device, scheme, or artifice to defraud; and/or
- b. knowingly, recklessly, or negligently obtained money or property by means of an untrue statement of a material fact or an omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and/or
- c. knowingly, recklessly, or negligently engaged in a transaction, practice, or course of business which operated or would operate as a fraud or deceit upon the purchaser.

47. By reason of the foregoing, Defendants have violated, and unless enjoined will continue to violate, Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

THIRD CLAIM FOR RELIEF

Violations of Sections 5(a) and (c) of the Securities Act [15 U.S.C. §§ 77e(a) & (c)]

Against All Defendants

48. Plaintiff re-alleges and incorporates paragraphs 1 through 41 of this Complaint by reference as if set forth verbatim in this Claim.

49. By engaging in the acts and conduct alleged herein, Defendants, directly or indirectly:

- a. made use of the means or instruments of transportation or communication in interstate commerce or of the mails to sell, through the use or medium of any prospectus or otherwise, securities as to which no registration statement was in effect; and/or
- b. for the purpose of sale or delivery after sale, carried or caused to be carried through the mails or in interstate commerce, by means or instruments of transportation, securities as to which no registration statement was in effect; and/or
- c. made use of means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell, through the use or medium of any prospectus or otherwise, securities as to which no registration statement had been filed.

50. By engaging in the conduct described above, Defendants have violated, and unless enjoined will continue to violate, Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and (c)].

FOURTH CLAIM FOR RELIEF

Control Person Liability Under Section 20(a) of the Exchange Act

Against Defendants Link and Wood

51. Plaintiff re-alleges and incorporates paragraphs 1 through 41 of this Complaint by reference as if set forth verbatim in this Claim.

52. Defendant Agridime violated Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, as alleged above in paragraphs 1 through 41.

53. At all relevant times, Defendants Link and Wood directed and controlled Agridime's management and policies, including the conduct of its other representatives, and were controlling persons of Agridime and its representatives under Section 20(a) of the Exchange Act [15 U.S.C. § 78t(a)]. Defendants Link and Wood were culpable participants in the fraudulent conduct described above and knowingly or recklessly induced many of the material misrepresentations and misstatements alleged herein.

54. Defendants Link and Wood are liable as control persons under Section 20(a) of the Exchange Act for Agridime's violations of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder. If not enjoined, Link and Wood will continue to cause Agridime to violate Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court enter a judgment:

1. Permanently enjoining Defendants from violating Sections 5(a), 5(c), and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e (c), and 77q(a)], Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];

2. Permanently enjoining Defendants Link and Wood from, directly or indirectly, including but not limited to, through any entity owned or controlled by them, participating in the issuance, purchase, offer, or sale of any security; provided, however, that such injunction shall not prevent Link or Wood from purchasing or selling securities for their own personal accounts;

3. Barring Defendants Link and Wood from acting as an officer or director of any issuer that has a class of securities registered pursuant to Exchange Act Section 12 or that is required to file reports pursuant to Exchange Act Section 15(d) [15 U.S.C. §§ 78l and 78o(d)];

4. Ordering the Defendants to disgorge all ill-gotten gains obtained as a result of the violations alleged herein, plus prejudgment interest thereon, pursuant to Exchange Act Sections 21(d)(3), 21(d)(5), and 21(d)(7) [15 U.S.C. §§ 78u(d)(3), 78u(d)(5), and 78u(d)(7)];

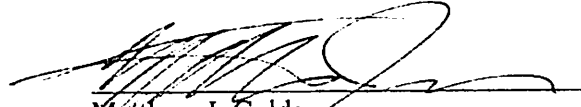
5. Ordering Defendants to pay civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)] for violations of the federal securities laws as alleged herein; and

6. Imposing such other and further relief as the Court may deem just and proper.

Dated: December 11, 2023

Respectfully submitted,

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION



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