1. Fifth Circuit enterprise requirement

Supplemental Record

The record establishes an **association-in-fact enterprise** under the current **Boyle/Crosswell formulation** and satisfies the Fifth Circuit's stricter **pre-Boyle Crowe formulation**.

Under **Elliott v. Foufas**, 867 F.2d 877, 881 (5th Cir. 1989), "the plaintiff must plead specific facts which establish that the association exists for purposes other than simply to commit the **predicate acts**." **Two Sisters Dairy, LLC** was formed in 2005 and operated continuously as a dairy business. The alleged enterprise is the cross-institutional association-in-fact identified actor by actor in **Elements 2 and 3**; it is not **Two Sisters** itself or any single institution. **Two Sisters** supplied the operating business, property, revenue, records, and transaction platform through which the associates' relationships and decision channels operated. The following facts establish that operating context and the commercial relationships surrounding it; they do not treat every ordinary counterparty as an associate:

1. Financing: Wells Fargo (herd lienholder under **Cow Lease** ¶6; recipient of milk-check deposits under ¶7); **AgTexas Farm Credit Services** (**Anastasia**'s **$300,000** line, **February 2013**; **$480,000** note, 2015; **Heifer Ranch** first mortgage, 2014, paid at **$703,840.60**; **$876,000** note, **November 21, 2018**); **Bank of the West** (joint-and-several operating facility for **Klaas Talsma**, **Anastasia**, and **Two Sisters** under the **August 3, 2018 Loan and Security Agreement**); and **O&B Farms, Inc.** (recurring private creditor since 2013).

2. Farming: annual federal **Schedule F** filings from 2012 through 2024; 2018 Hico production of 61,339,545 pounds of milk at **4.24%** butterfat and **3.40%** protein, as reported by **Isaac Ghorbani** to the bank; 2,865 head, with capacity for 5,500, under the bank's **September 19, 2022** appraisal; 2018 **Borden Dairy Company** sales of **$11,662,632**, with **Borden** comprising **100%** of year-end accounts receivable (**$2,236,097**); **Borden** proceeds assigned to the bank under its **March 26, 2021** closing package; and heifer and beef-cattle operations, including XO Angus's market-price purchases of day-old calves.

3. Leasing: the **Wells Fargo**-required **Revised Cow Lease** (Bankr. Doc. 422), under which **Frisia Farms, Inc.**'s herd entered the operation at **$20,000** per month through the **July 2024** sale, as reflected in the ledgers and **BMY**-prepared returns; and the 2014 Randy Wyly–**Two Sisters** dairy lease, transmitted to **AgTexas** in **February 2014**.

4. Cattle and land transactions: the herd transactions above and the 2013–2014 Wyly, DeCross, and Jones/Blue Stone acquisitions comprising the **Heifer Ranch**, including **AgTexas** financing of the Jones/Blue Stone tract.

Two Sisters' commercial history and the associates' recurring channels resolve the Fifth Circuit concern. In Elliott, the enterprise allegations failed because the complaint did not establish continuity beyond the predicate offenses. Here, the lender, account, information, collateral, consent, title, and closing channels were not created by any single predicate transmission and continued through the 2026 refinancing instruments.

Crosswell v. Martinez, 120 F.4th 177, 186–88 (5th Cir. 2024), applying **Allstate Insurance Co. v. Plambeck**, 802 F.3d 665, 673–74 (5th Cir. 2015), confirms that Elliott's "other purpose" language requires continuity, not a separate lawful purpose. An **association-in-fact enterprise**

requires a **common purpose**, **relationships among the associates**, and longevity sufficient to pursue that purpose; the associates must function as a **continuing unit**. Crosswell affirmed dismissal because the pleaded facts did not identify the **connected structure** through which the defendants acted together. 120 F.4th at 187–88. This record identifies that structure actor by actor and also satisfies **Crowe v. Henry**'s stricter pre-Boyle formulation: **separate existence**, ongoing organization, and associates functioning as a **continuing unit** through hierarchical or **consensual decision-making**. 43 F.3d 198, 205 (5th Cir. 1995).

Section 1962(c) requires a defendant to conduct or participate, directly or indirectly, in the conduct of the **enterprise's affairs** through a **pattern of racketeering activity**. **Reves v. Ernst & Young**, 507 U.S. 170, 179, 185 (1993), requires each **§ 1962(c)** defendant to have some part in directing the **enterprise's affairs**; formal title is unnecessary, and an outsider qualifies when the outsider participates in **operation or management**. The evidence below attributes the decisions directed, instructions transmitted, instruments authored, funds routed, collateral controlled, records coded, transfers closed, property received, and refinancing executed to identified actors, supplying prospective counsel the actor-specific record for the **§ 1962(c)** analysis.

Section 1962(d) requires actor-specific facts implying an agreement that members of the conspiracy would conduct the **enterprise's affairs** through at least two **predicate acts**. Crowe, 43 F.3d at 206; **Walker v. Beaumont Independent School District**, 938 F.3d 724, 738 (5th Cir. 2019). A conspirator need not personally commit two **predicate acts** or satisfy Reves's **operation-or-management test**. **Salinas v. United States**, 522 U.S. 52, 63–66 (1997); **United States v. Rosenthal**, 805 F.3d 523, 532–33 (5th Cir. 2015). The communications, instructions, instruments, transfers, and repeated implementation acts below provide the actor-specific record from which prospective counsel can identify the agreement and **predicate course**.

Section 1962(c) also requires the defendant "person" to be distinct from the enterprise. **St. Paul Mercury Insurance Co. v. Williamson**, 224 F.3d 425, 445–47 (5th Cir. 2000), explains that an individual may be both a defendant and a member of an association-in-fact because the collective association is distinct from the individual; no corporate defendant, however, may be pleaded as the enterprise itself or as an association consisting only of its ordinary corporate affairs. The enterprise pleaded here must therefore remain the cross-institutional association described below, distinct from each defendant and from **Two Sisters**.

This section establishes **enterprise structure**. The predicate and pattern showings remain separate: **§ 1961(5)** requires at least two acts enumerated in **§ 1961(1)**; the predicates must be related and must establish closed- or open-ended continuity; and **enterprise longevity** cannot substitute for **pattern continuity**. **D&T Partners, L.L.C. v. Baymark Partners Management, L.L.C.**, 98 F.4th 198, 205–12 (5th Cir. 2024). D&T evaluates duration, number of victims, number of schemes, and whether the alleged objective was finite; the 2025–2026 refinancing instruments contribute to **pattern continuity** when they constitute predicates or establish a threat of continuing racketeering activity. Fraud predicates must satisfy **Rule 9(b)**, and civil recovery under **§ 1964(c)** requires a **direct causal relationship** between the RICO violation and injury to **Anastasia**'s **business or property**. **Waste Management of Louisiana, L.L.C. v. River Birch, Inc.**, 920 F.3d 958, 964–65 (5th Cir. 2019). The evidence permits a **predicate schedule** identifying each transmission, defendant, fraudulent statement or omission, property object, resulting injury, and pattern relationship separately from this enterprise analysis.

The Fifth Circuit's current pleading decisions reinforce this evidence-first presentation. **EnvTech, Inc. v. DeBusk**, No. 25-40237, slip op. at 15–17 (5th Cir. **June 9, 2026**), applied ordinary pleading rules, held that specific facts supporting a reasonable inference of knowledge and intent were sufficient, and rejected the proposition that an equally plausible innocent explanation requires dismissal. **Allstate Indemnity Co. v. Bhagat**, No. 25-20020, slip op. at 5–9 (5th Cir. **Jan. 14, 2026**), held that the operative RICO predicate is the enumerated federal offense rather than fraud in the abstract; first-party reliance is not an element of a mail-fraud RICO claim; proximate cause turns on a direct relation between the injurious conduct and the business-or-property loss; and **Rule 9(b)** is satisfied by pleading the who, what, when, where, and how of each fraud predicate. The evidence below is organized at that level of specificity; prospective counsel can select the defendants, predicates, and claims supported by the complete record.

Element 1 — an enterprise more than the summation of predicate acts: separate existence and continuity.

The **association-in-fact enterprise** was more than a summation of **predicate acts**. **AgTexas** held recorded liens on **Anastasia**'s land beginning in 2013; **O&B Farms** served as a recurring creditor beginning in 2013; paired **Texas Bank** records document a 2013–2014 account-transfer channel between **Two Sisters Dairy** account No. 0827673 and **Klaas Talsma** d/b/a **Frisia Farms** account No. 0808083; and **Bank of the West** served as operating lender beginning in 2016, with the facility continued under the **August 3, 2018 Loan and Security Agreement**. By **August 2019**, **Bank of the West** and **AgTexas** were coordinating access to **Anastasia**'s collateral through **Isaac**. **Element 3** documents continued use of these lender, account, information, collateral, consent, title, and closing channels throughout the 2021–2026 default, liquidation, transfer, acquisition, and refinancing sequence. These facts establish preexisting relationship infrastructure; they do not assign a 2013 start date to the alleged common-purpose agreement. The **common-purpose decision structure** is documented by the **October 21** and **November 18, 2021 Klaas–Isaac** communications and continues through the later instruments. The enterprise evidence and pattern evidence may coalesce, but the enterprise's roles, relationships, decision channels, and affairs are not reducible to the individual **predicate transmissions**.

Element 2 — an ongoing organization, formal or informal: common purpose, relationships, and longevity.

The record establishes Boyle's three structural features. **Common purpose:** obtain and maintain control over **Anastasia**'s company information, credit, collateral, land, assets, proceeds, and tax position; convert the **$6,146,401.90 asserted default balance** into **compelled disposition**; position the **AgTexas**-financed **Tony Martins** entities as the exclusive transferee; transfer the combined operation through the selected intermediary, consent, contract, and closing structure; allocate value away from **Anastasia**; and refinance the acquired position. **Relationships among associates:** the alleged associates operated through recurring credit, collateral, account, information, accounting, tax, legal, title, consent, closing, acquisition, and refinancing channels. **Longevity:** the underlying institutional relationships existed by 2013; **AgTexas** financed **Tony-**

affiliated entities beginning **September 16, 2021**; common-purpose default-and-sale planning is documented by **October 21, 2021**; implementation continued through the **July 2024** acquisition; and the recorded buyer-side financing relationship continued through **May 5, 2026**. The actor-specific facts below identify each person's or entity's function and the evidence connecting that function to the pleaded **common purpose**.

The record establishes **organizational continuity** from 2013 through 2026 through recurring institutions and individuals in defined roles:

Bank of the West/BMO — continuous credit, collateral, default, valuation, liquidation, and acquisition-financing structure:

Ronald D. Pelster, Vice President and later Senior Vice President, executed or transmitted the lending instruments later used in the default and disposition sequence. By **September 26, 2018**, **Pelster** had advised **Klaas** and **Anastasia** that **Bank of the West** could not obtain its required first-lien position because Texas title insurance would not cover mechanics' liens during construction. The bank therefore knew that access to **Anastasia**'s land remained dependent on **AgTexas**'s superior lien authority . On **February 11, 2019**, **Pelster** included **Klaas**, **Anastasia**, and **Isaac** in a "Heifer sale" thread concerning **Anastasia**'s separate ranch—four years before its eventual liquidation .

On **March 26, 2021**, **Pelster** executed the **Waiver Letter–Covenant Violations**, waiving three Events of Default arising from **Klaas**'s 2020–**January 2021** conduct: exceeding the senior-debt limit under **§4.21**, taking advances exceeding **100%** of livestock-collateral value under **§4.25**, and permitting prohibited liens under **§4.29**. In the same closing package, **Bank of the West** extended the **$6,800,000 Amended and Restated Operating Line** and obtained the **Assignment of Proceeds of Farm Products** (**Borden**), placing the operation's milk revenue within the bank's collateral and repayment structure. The bank identified **Klaas**'s defaults, waived them, enlarged the facility, and took an assignment of the operating revenue in one transaction .

On **July 30, 2021**, **Pelster** transmitted the **$800,000 Post-Maturity Date Advance Agreement**. Although his salutation stated, "**Klaas** & **Anastasia**—I need both of you to sign," the email was addressed to **Klaas** and **Isaac**; **Anastasia** was not included. **Isaac** forwarded the instrument to her at 8:43 p.m. with, "Mom, Can you please sign this and get it back to me?" The agreement placed any future advance within the bank's "sole and absolute discretion" and permitted refusal "for no reason at all" (¶2); preserved the bank's right to declare default on the expiration the advance purported to address (¶4); made the obligation payable on demand (¶5); released claims against the bank for "fraud, malfeasance, misrepresentation" and deceptive trade practices (¶7); secured the advance with the existing collateral, including **Anastasia**'s separate property (¶8); and treated use of the funds as acceptance of every term (¶10) . The **January 2022 Modification Agreement** then fixed the balance at **$5,774,059.44**, imposed a **$20,000** extension fee, and established **July 5, 2022** as the maturity date later used to trigger the default sequence . **Pelster**'s instruments preserved default, insulated the bank through the claims release, maintained discretionary control over advances, and fixed the maturity trigger.

Michael Zepponi documented the interbank collateral-control channel. On **August 21–22, 2019**, he instructed **Isaac**, "As soon as you get the **Consent to Easement** back from **AgTexas** we can move forward." The correspondence establishes that **Bank of the West**'s access to **Anastasia**'s land depended on **AgTexas**'s consent and that the two-bank collateral process operated through **Isaac** three years before the default .

James Salisbury, Vice President within Agricultural Managed Assets, administered the special-assets and compelled-disposition stage after the credit became adversely classified. On **July 8, 2022** at 7:37 p.m., **Salisbury** advised **Klaas** and **Anastasia**: "The current obligation principal amount is **$6,146,401.90**. The sweep has been turned off. . . . It appears that with the **maturity default**, no additional draws will be possible until an extension is proposed by the Bank and accepted by you both as co-obligors." That figure appeared thirty-two days before **Foley & Lardner**'s **August 9 Notice of Default** demanded the identical amount to the cent. **Salisbury** simultaneously directed that the discussions remain "confidential to the participants on those calls" .

On **July 15**, **Salisbury** informed **Anastasia** that "the advance line was fully frozen since the last draw and has been expired since **July 5, 2022**"; that no additional draws would be permitted; and that "this is an **exit credit** wherein the Bank expects full payments in a relatively short time frame . . . likely by year end." In the same email, he mapped **Anastasia**'s separate property into the operator's debt structure: "I think your land is held in the name of **Two Sisters**. . . . Is this a written contract or verbal? . . . Is the Dairy making these debt payments or is this the purpose of your receiving these monthly payments?" The bank had therefore determined the exit while its special-assets officer was identifying how **Anastasia**'s land and payment rights could satisfy the operating debt .

On **August 2**, **Salisbury** represented that MAG's regulatory requirements required a new appraisal of "the **Anastasia** 100 ac improved pasture and . . . the equipment." The commissioned appraisal instead valued the entire 1,436.178-acre operation. His **July 27**–**August 2** "Current Balance" and "Status" chains monitored the account while the demand remained frozen at **$6,146,401.90**. **Salisbury** was later included in the **February 17, 2023** settlement-statement circulation and the **February 22** "closed and funded" confirmation for **Anastasia**'s **Heifer Ranch** . **Salisbury**'s records document the **sweep shutoff**, frozen demand balance, maturity-default declaration, confidentiality restriction, exit-credit decision, mapping of **Anastasia**'s property, **appraisal-scope misstatement**, and completed liquidation.

David Binner was the **Bank of the West** officer for whom **WT Appraisal, Inc.** prepared the appraisal effective **September 19, 2022**. The appraisal provided the bank with the **$27,954,431** structural Replacement Cost New and **$32,606,050** completed-improvements figures for the entire operation while **Anastasia** had been told that the assignment covered "the **Anastasia** 100 ac improved pasture" . **Binner**'s role places the **whole-operation valuation** inside the bank's institutional channel before Tony was disclosed to the family.

Dennis Boesen, Senior Vice President, received **Lowell Wilson**'s **February 22, 2023**, 4:12 p.m. confirmation—"We have now closed and funded the transaction"—and responded, "Thank you Lowell." His correspondence places a **Bank of the West** senior officer in the completed-liquidation reporting channel .

Roger Brossman and **John Rea** participated in the 2019 Heifer-sale and title-work correspondence. **Brossman**'s files also contained CB Bank's **May 10, 2021** lending decline concerning **Klaas**, documenting that **Bank of the West** possessed that specific lender's rejection while continuing the operating-credit relationship .

BMO continued the same institutional position after acquiring **Bank of the West** in **February 2023**. Its own instruments state that "**Bank of the West** is a trade name used by **BMO Harris Bank N.A.**" **BMO** was the acquisition lender identified on the **Tony-affiliated purchaser**'s **July 26, 2024** closing statement and collected a **$37,500** loan-commitment fee and **$17,500** in legal fees at that closing. Its financing included the **$15,000,000** and **$2,000,000 deeds of trust** and the amount-blank **UCC-1** covering equipment and fixtures. After **AgTexas** refinanced the acquired position for **$33,000,000**, **BMO** terminated its UCC position on **January 15, 2026** and released its **deeds of trust** instrument-for-instrument on **January 29, 2026** .

The officer relay documents **Bank of the West/BMO**'s continuing institutional function in the alleged enterprise: **Pelster** executed or transmitted the waiver, discretionary-advance, claims-release, revenue-assignment, and maturity instruments; **Zepponi** operated the **AgTexas** collateral-access channel through **Isaac**; **Salisbury** administered the frozen balance, **sweep shutoff**, **maturity default**, exit-credit decision, confidentiality restriction, property mapping, and represented appraisal scope; **Binner** received the **whole-operation valuation**; **Boesen** received confirmation that the ranch liquidation had closed and funded; and **BMO** financed the **Tony-affiliated purchaser** against the resulting collateral before **AgTexas** refinanced the position. These were sequential, interdependent institutional acts within the same credit, collateral, liquidation, and acquisition-financing channel.

Klaas Talsma — originator and primary individual beneficiary: Klaas held no ownership interest in **Two Sisters Dairy, LLC** and no ownership interest in **Anastasia**'s separate land, yet the record documents his advance planning, control, and receipt of the resulting financial benefits. On **October 21, 2021**—twenty-nine days after filing for divorce—**Klaas** sent **Anastasia** proposed deed-of-trust language requesting a 189-day period after default "to find and realize an equitable sale," then immediately stated, "Sorry that one was for **Isaac**." On **November 18, 2021**, the same message thread referred to "the plan you and **Isaac** came up with" . These communications document default-and-sale planning between **Klaas** and **Isaac** approximately ten months before the **August 9, 2022 Notice of Default** and approximately one year before the **Marketing Agreement**.

The 2018 joint return placed **Klaas** as the primary taxpayer while claiming approximately **$12.7 million** in one-time bonus depreciation on structures constructed on **Anastasia**'s separate land, transferring the property's tax value into his filing position . The **CMA**—captioned **October 20, 2022**, signed by **Anastasia** on **October 27** and **Klaas** on **October 31**—allocated **Klaas 50%** of the disposition proceeds from **Two Sisters**, an entity in which he owned no interest. On **July 26, 2024**, the closing routed **$3,814,738.56** from the sale of **Anastasia**'s and **Two Sisters**' property to **Klaas**'s **§1031** intermediary. An additional **$866,000** was withdrawn after closing: **$510,000** on **August 1** and **$356,000** on **August 8, 2024** . The record therefore connects **Klaas**'s advance default-and-sale planning to the unauthorized 50/50 allocation and his receipt of the **sale proceeds**.

AgTexas — collateral control, buyer financing, consent, and refinancing: AgTexas possessed **Anastasia**'s financial and collateral information beginning with the 2012 personal and company returns, financial statements, and lending records collected and entered by **Chad Alleva** . In 2019, **AgTexas** exercised senior-lien authority over **Bank of the West**'s access to **Anastasia**'s land; the requested additional collateral position was not authorized, and the existing lien structure remained in place . On **September 16, 2021**, **AgTexas** extended **$15,020,628** to **Tony Martins–affiliated entities**—six days before the divorce filing—with **Tim McDonald** serving as trustee in Tony's security instruments as he did in **Anastasia**'s .

In **March 2023**, **AgTexas** initially retained its acceleration right against **Anastasia** while reviewing the Tony-specific **Dairy Lease** and **Sales Contracts**, then issued a consent waiving its due-on-transfer restriction specifically for "**Tony Martins**, or **3 T Martins Farm, LLC**, or any other entity of which **Tony Martins** is a principal." The consent allowed **AgTexas**'s existing borrower to obtain possession and purchase rights in **Anastasia**'s collateral while her liability and liens remained in place. **AgTexas** did not disclose in that correspondence that it had already financed **Tony Martins–affiliated entities** .

AgTexas received **$703,840.60** from the **February 22, 2023 Heifer Ranch** closing and another **$740,007.30** from **Anastasia**'s **July 2024 sale proceeds** . On **November 26, 2025**, it refinanced the acquired position for **$33,000,000**, thereafter added approximately **$55,000,000** in recorded financing, and continued modifying the **Tony-affiliated** liens through **May 5, 2026**, with **Alleva** personally executing the recorded instruments . **AgTexas** thus controlled the seller-side collateral, financed the designated buyer before disclosure, approved the **buyer-specific transfer**, collected from both sales, and ultimately absorbed the acquired position. Its documented conduct supplies continuous institutional participation from **Anastasia**'s original loan file through the 2026 buyer-side instruments.

Tony Martins; 3 T Martins entities; TJLR Properties LLC — financed acquisition recipient: AgTexas extended loans to **Tony Martins–affiliated entities** on **September 16, 2021**. **TJLR Properties LLC** was formed on **September 16, 2022**—three days before the appraisal's **September 19** effective date and 105 days before Tony was introduced to the family on **December 30, 2022** . The **January 2023 Good Faith Agreement** granted Tony exclusivity and barred marketing to another purchaser. The **March 2023 AgTexas** consent identified Tony, **3 T Martins Farm, LLC**, and any Tony-controlled entity as the authorized transferee class for that consent.

The **Dairy Lease** and related land agreement placed **3 T Martins Farm** in possession on **April 7, 2023**, before any completed sale, while **Isaac**'s direct side agreements with Tony removed equipment and feed from the transaction. **AgTexas** extended another **$8,500,000** to **Tony-affiliated entities** on **May 12, 2023**, five days before execution of the lease carrying the **April 7** effective date. The **Tony-affiliated purchaser** acquired the **$10,250,000** dairy component and the previously transferred **$3,500,000 Heifer Ranch** component in **July 2024**, completing the combined **$13,750,000** acquisition pathway . By **April 2026**, the **AgTexas** facility associated with the **Tony-affiliated** position comprised ten notes across five entities totaling **$118,696,740.50**. Tony's financing, entity formation, exclusivity, possession, purchase rights, acquisition, and refinancing repeatedly interlock with the lender, appraisal, consent, and transfer events that positioned him as the designated recipient.

O&B Farms, Inc.; Oosterhof; Bonnema — financing and pass-through transfer vehicle: O&B served as a recurring creditor beginning in 2013 and received **$580,000** through **Klaas**'s 2018 payment waterfall. In 2016, **Anastasia** was pressured to collateralize **O&B**'s **$1,000,000** loan, while payments were drawn from her XO Angus account . On **February 22, 2023**, **O&B** acquired record title to the **Heifer Ranch** for approximately **$3,500,000** using borrowed funds;

the closing paid **Bank of the West $2,778,895.49** and **AgTexas $703,840.60** while paying **Anastasia $0.00**. **O&B** then held the land during Tony's acquisition period and conveyed it to the **Tony Martins–affiliated purchaser** through the 2024 **O&B**-to-3T special warranty deed reciting **BMO**'s **$15,000,000** note . **O&B** therefore connected the preexisting creditor relationship, **Anastasia**-funded debt, recurring payment waterfall, **intermediary ownership**, and ultimate transfer of the **Heifer Ranch** into the buyer's collateral pool.

Isaac Ghorbani — unauthorized internal controller, lender conduit, and transaction operator: Isaac held no ownership interest in **Two Sisters Dairy, LLC** and received no management or disposition authority from **Anastasia**, its sole Member and Manager. Nevertheless, the **August 7, 2019** Erath County **assumed-name filing** represented him publicly as "CFO / General Manager" (Instrument Nos. 2019-04503 and 2019-045023; **EV-0184–0185**); **Klaas** documented a self-created three-person, two-vote decision structure involving **Isaac** on **February 16, 2020** (**EV-0213**); and **Isaac** subsequently used the titles "Farm Finance and Systems Manager" and "controller for **Klaas Talsma** and **Dancing Crane**." He controlled the **Bank of the West** communication channel, followed **Klaas**'s **April 11, 2022** instruction to withhold **Two Sisters**' books from **Anastasia**, transmitted lender and buyer instructions, drafted the **January 2023 Good Faith Agreement**, negotiated directly with Tony concerning excluded equipment and feed, and directed proceeds. The **October 20, 2022 Marketing Agreement** awarded him **$450,000** in severance plus a **1.5%** sales commission; **Sales Contract No. 1** separately awarded him a finder's fee at the 2024 closing. **Isaac**'s function was not lawful company management; it was practical control exercised through an unauthorized shadow structure while **Anastasia** retained ownership, signature obligations, collateral exposure, and resulting liability.

Jordan Rosipal: Communicated and administered **AgTexas**'s decision during the **Tony-specific consent** process. **Rosipal** initially retained **AgTexas**'s acceleration right and requested the **Dairy Lease** and both **Sales Contracts** for review. After **Isaac** transmitted those instruments, **AgTexas** changed its position for the specified Tony transaction and authorized **Tony Martins**, **3 T Martins Farm, LLC**, or another Tony-controlled entity to obtain possession and purchase rights while **Anastasia**'s note, liens, and personal liability remained intact. The correspondence contains no disclosure that **AgTexas** had already extended more than **$22 million** to **Tony Martins–affiliated entities**. **Rosipal**'s communications document **AgTexas**'s transaction-specific exercise of its transfer and acceleration rights within the acquisition pathway.

Chad Alleva: Supplied direct officer-level continuity within **AgTexas** from **Anastasia**'s original financial and collateral records to the **Tony-affiliated** refinancing instruments. Beginning in 2013, **Alleva** received **Anastasia**'s personal and company tax returns and year-end financial statements, entered her financial condition into **AgTexas**'s records, and originated her **February 2013 $300,000** line. "Stephenville Office-**Alleva**" remained identified on her 2018 **deed of trust**. **Alleva** later executed nineteen recorded **AgTexas** instruments concerning **Tony Martins–affiliated entities** from **March 21, 2025** through **May 5, 2026**, encompassing **AgTexas**'s **November 26, 2025 $33,000,000** refinancing of the acquired position. The same officer who developed and maintained **AgTexas**'s seller-side financial record executed the buyer-side instruments through which **AgTexas** ultimately assumed the refinanced position.

Tim McDonald: Occupied the power-of-sale trustee position in the collateral instruments on both sides of the transfer sequence. He was named trustee on **Anastasia**'s 2018 **deeds of trust** and on the **Tony Martins–affiliated entities**' 2021–2022 **deeds of trust**, placing the same trustee within the security and enforcement instruments governing both the divested property and the **AgTexas**-financed buyer.

Boucher, Morgan & Young; Lynda Misegadis; Melanie Taylor: Occupied the accounting and tax channel beginning in 2013. The record contains twenty-nine direct header-level communications between **Misegadis** and **Isaac** from 2021 through 2024. On **March 20, 2023**, **Isaac** disclosed to **Misegadis** the valuation-allocation strategy and two-step purchase structure intended to "maximize tax savings & incentives." **Melanie Taylor** was included in the **March 29 AgTexas** consent thread when **Isaac** transmitted the **Dairy Lease** and both **Sales Contracts**. **Marketing Agreement** ¶4 assigned **BMY** the transaction's **tax true-up**, which was not performed. In **August 2023**, **Misegadis** identified assets belonging to **Anastasia**; **Isaac** confirmed their ownership in writing, but the same assets remained coded contrary to that ownership in the **FYE2023 filing documents**. **BMY**'s records attributed **$24,627,831** of company assets to **Klaas**'s SSN and **Klaas**'s income to **Anastasia**'s SSN; the resulting tax records include a **$1,054,385** assessment and an approximately **$293,000** levy. These communications and filings establish receipt of the transaction strategy, knowledge of asset ownership, responsibility for the required tax allocation, and filing treatment contrary to the acknowledged ownership.

King Abstract/King Title Company/Lowell Wilson: Supplied the recurring title, closing, disbursement, and fee-collection channel from **Anastasia**'s 2013 closing through the 2024 acquisition. **Wilson** transmitted the lender-selected **February 22, 2023 Heifer Ranch** closing date, administered the dual-payoff wire sequence that paid **Bank of the West** and **AgTexas** while paying **Anastasia $0.00**, and later closed the **July 2024** sale. The 2024 closing disbursed **$3,814,738.56** to **Klaas**'s intermediary without making the **CMA §3.4** estimated-tax allocation. Document No. 2024-04191, filed **July 29, 2024** at 3:32 p.m. within the same closing package, expressly directed the **Land Trust** to invoice **King Title** for cost reimbursement and stewardship fees to be collected from the grantor through closing. **Wilson** also participated in **Misegadis**'s 2023 reconciliation communications. These records establish **King Title**'s administration of the payoffs, distributions, **closing waterfall**, and **easement-fee collection** through which the transfers and resulting financial injuries were completed.

G. Thomas Vick Jr.: Authored the legal instrument that placed **Anastasia**'s separate property and solely owned company into the disposition structure. Document metadata identifies **Vick** as the author of the **CMA** that pooled **Anastasia**'s separate property on a 50/50 basis and made **Two Sisters Dairy, LLC** a party although the LLC was not a party to the divorce. The supporting record identifies his undisclosed relationship with opposing counsel and contains his **March 26, 2026** characterization of the structure as a "creative and effective solution." His documented function was authorship of the instrument that placed **Anastasia**'s property and LLC within the allocation and sale mechanism.

Coan & Elliott; Jim Elliott; Melinda Ward: Supplied the transaction-counsel channel through which the Tony-specific transaction was processed through **Isaac**. The record includes the **March 15, 2023** instruction to meet "with you only"; the **March 21** waiver designating **Isaac** as agent for both parties; **Ward**'s **March 27** transmission of the **AgTexas** and **O&B** consent forms; and the firm's preparation of the 2024 sales contracts and releases. These instruments positioned **Isaac** between **Anastasia**, **Klaas**, and transaction counsel; created the forms used to obtain the creditor approvals required for Tony's possession and purchase rights; and documented the acquisition and release structure.

The record establishes a continuing unit organized around the alleged asset-stripping purpose. Klaas and **Isaac** imposed the unauthorized information and decision channel; **AgTexas** and **Bank of the West/BMO** controlled credit, collateral, default, consent, acquisition financing, and refinancing; **O&B** supplied **intermediary ownership**; **Tony Martins** and his entities occupied the financed buyer position; **BMY** received the valuation and purchase strategy, held the tax-true-up assignment, acknowledged ownership, and produced contrary **asset coding**; **Vick** and **Coan & Elliott** authored the identified instruments and agency structure; **King Title** administered the payoffs, distributions, **closing waterfall**, and easement fees; and **Rosipal**, McDonald, and **Alleva** occupied the identified lender and collateral positions. These actor-specific relationships and interdependent acts establish the **connected structure** and common course of conduct that Crosswell found absent.

Element 3 — associates functioning as a continuing unit through a consensual decision structure among themselves and participating in the conduct of the enterprise's affairs.

The executed instruments, public filings, bank records, and contemporaneous correspondence identify the **connected structure** through which the associates conducted and participated, directly and indirectly, in the **enterprise's affairs**. The consensual structure existed among the associates; it was not authorized governance of **Two Sisters Dairy, LLC**. **Anastasia** remained the company's sole Member and Manager; neither **Klaas** nor **Isaac** held an ownership interest or received authority from her to manage the company or dispose of its property. Nevertheless, an Erath County filing represented **Isaac** as "CFO / General Manager," **Klaas** documented a self-created three-person, two-vote structure through which he and **Isaac** asserted control over major decisions involving **Anastasia**'s company, and **Isaac** exercised unauthorized control over lender communications, financial information, proceeds, and transaction terms while invoking employee status under **Klaas**'s separate entities when **Anastasia** demanded access. **AgTexas** and **Bank of the West/BMO** controlled collateral and credit decisions; **O&B Farms** held and transferred the land between divestiture and **Tony Martins**'s acquisition; **BMY** received the valuation and purchase strategy, held responsibility for the **tax true-up**, acknowledged asset ownership, and produced contrary filing treatment; **Vick** and **Coan & Elliott** authored the **CMA**, agency, consent, sales, and release instruments; **King Title** administered the payoffs, distributions, **closing waterfall**, and easement-fee mechanism; and the **Tony Martins–affiliated entities** received possession, title, and financing. These functions identify the associates, their relationships, their decision channels, and the implementation structure through which the common course of conduct operated.

Lien control, unauthorized information control, and compelled land liquidation

AgTexas's senior liens controlled whether **Bank of the West** or another lender could obtain an additional collateral position. In the **August 21–22, 2019** correspondence, **Michael Zepponi** of **Bank of the West** instructed **Isaac Ghorbani**: "As soon as you get the **Consent to Easement** back from **AgTexas** we can move forward." The requested **AgTexas** authorization for the proposed survival financing was not issued; the additional collateral position did not proceed, and the existing lien structure remained in place.

Unauthorized management titles and shadow decision structure

The corporate instruments identify **Anastasia** as **Two Sisters Dairy, LLC**'s sole Member beginning in 2012 and sole Manager beginning in 2013. The **July 26, 2024 Unanimous Written Consent** (**EV-0504**) confirms that continuing structure and identifies **Isaac** as Secretary. **Bank of the West**'s **March 2021** correspondence addressed the company "Attn: **Anastasia**, Manager," and the 2023–2024 lease and sale instruments consistently use the signature block "**Two Sisters Dairy, LLC**, by **Anastasia Thiele**, Manager." No identified company agreement, amendment, member consent, or resolution appoints **Isaac** or **Klaas** as a Member or Manager or authorizes either man to displace **Anastasia**'s governing authority.

On **August 7, 2019**, two Erath County instruments were filed together: "**Two Sisters Dairy LLC** DBA **Dancing Crane Dairy**" (Instrument No. 2019-045023; **EV-0185**) and a related assumed-name registration identifying **Isaac** as "CFO / General Manager" (Instrument No. 2019-04503; **EV-0184**). The filing did not confer management authority; an assumed-name certificate provides public notice of the identity under which a business purports to operate, not an amendment of the LLC's governing structure. Because **Anastasia** did not authorize **Isaac**'s appointment and the LLC records identify her as the sole Manager, the recorded title was a materially false public representation of corporate authority.

Texas Business and Commerce Code **§ 71.203** prohibits knowingly or intentionally signing, presenting, or causing the filing of an assumed-name certificate that falsely indicates the signer's authority or contains a material false statement. The recorded instrument establishes the representation. Its signature, acknowledgment, submission, and delivery records must identify who signed, presented, or caused the filing; knowledge and intent must be established from those records and the surrounding communications.

Klaas separately documented the shadow decision structure through which the unauthorized authority was exercised. On **February 16, 2020**, he wrote to **Anastasia**: "When **Isaac** took on his job officially, we made an agreement that no major decisions would be taken with the consent of at least 2 out of the 3 of us" (**EV-0213**). **Klaas** had no ownership interest or governing position authorizing him to alter **Two Sisters**' management, and **Anastasia** had not appointed **Isaac** as a Member or Manager. The statement therefore does not establish valid LLC governance. It documents a self-created decision rule asserted over **Anastasia**'s company: three purported participants, a defined class of major decisions, and a two-vote mechanism capable of overriding the sole owner.

Isaac used the unauthorized authority in subsequent instruments and communications. On **July 15, 2021**, he signed the Bay Minette Energy promissory-note assumption as "Farm Finance and Systems Manager" for "**Two Sisters Dairy LLC** DBA **Dancing Crane Dairy**" (**EV-0240**). In **December 2021**, **Klaas** confirmed that **Isaac** controlled the **Bank of the West** channel: "**Isaac** sent [Ron] a budget" and maintained "constant communication with Ron regarding balances transfers and so on" (**EV-0264**). By **February 2023**, **Isaac** described himself to the bank as "controller for **Klaas Talsma** and **Dancing Crane**."

Anastasia expressly rejected that claimed authority on **December 18, 2021**: "**Isaac** is an employee, not a principal. . . . This loan is to me and you. . . . This is between me, you, and BOW." **Klaas** responded: "It would be an insult to **Isaac**" and "If you are serious call **Isaac** and tell him you want to fire him" (**EV-0264**). **Klaas** thus defended **Isaac**'s control over the bank relationship despite lacking authority to confer control over **Anastasia**'s company.

The **April 11, 2022** lockout exposed the mechanism. After **Anastasia** requested "a complete QB backup with administrative log in and PW," **Klaas** responded: "**Isaac** is employed by **Talsma Dairy**, I have ordered **Isaac** not to provide you with any information from today on." **Isaac** responded: "**Klaas** instructed me not to send any information to you or your counsel as a protection for myself as an employee of **Frisia Farms**" (**EV-0289**). The two men identified different employers—**Talsma Dairy** and **Frisia Farms**—but both were **Klaas**'s entities. Neither was **Two Sisters** or **Dancing Crane**, whose records they were withholding and whose "CFO / General Manager" title appeared in the public record.

The exclusion continued. On **June 30, 2022**, **Anastasia** stated: "I asked you for a QB report. Not pictures of screens. . . . It needs to be presented to my counsel" (**EV-0292**). On **October 3**, **Isaac** produced the complete **Total Asset Listing** reflecting **$39,161,323.90** in assets, **$11,549,923.14** in liabilities, and **$27,611,400.76** in net value; drafted the decree's operations paragraph; and pressed the parties to "beat the 10-31-22 deadline . . . to show BOW that we are moving forward with the sale" (**EV-0315/0316**).

The record therefore shows neither appointment nor delegated authority. It shows unauthorized assumption and selective denial of authority. **Isaac** represented himself as management when the title supplied access to **Anastasia**'s company, lenders, records, and property; he claimed employee status under **Klaas** when **Anastasia** exercised her ownership rights. **Anastasia** retained the Manager title, signature burden, debt exposure, and resulting liability while **Klaas** and **Isaac** exercised the information, banking, and transaction control used to determine the company's course.

Preexisting account-routing mechanism

The financial records document the same separation between ownership and operative control years earlier. **Texas Bank** statements identify **Two Sisters Dairy, LLC**'s account as No. 0827673 and the receiving account as No. 0808083, titled "KLAAS TALSMA DBA FRISIA FARMS." The statements on both sides record five matching transfers from **Two Sisters** to **Klaas**'s d/b/a account:

- **$200,000** on **December 26, 2013**;
- **$150,000** on **December 30, 2013**;
- **$100,000** on **December 31, 2013**;
- **$200,000** on **January 21, 2014**; and
- **$50,000** on **January 23, 2014**.

The paired statements trace **$700,000**, dollar-for-dollar, from **Anastasia**'s wholly owned LLC account to **Klaas**'s individual d/b/a account. They also record a **$2,000** return transfer on **January 14**, producing a net transfer of **$698,000** during the statement period. The destination is no longer an unidentified account ending in "083"; it is **Klaas**'s account No. 0808083.

The transfers routed **Two Sisters** milk-check funds into **Klaas**'s individual d/b/a account rather than through the **Cow Lease**'s stated expense-and-remittance structure. These paired bank records document a preexisting financial-control mechanism through which funds belonging to **Anastasia**'s entity were moved into an account controlled by **Klaas**. That mechanism predates the 2021–2024 default, liquidation, and acquisition sequence but is consistent with the later separation between **Anastasia**'s ownership and the financial control exercised by **Klaas** and **Isaac**.

Pre-default advance-and-sale structure

Bank of the West's **July 30, 2021 Post-Maturity Date Advance Agreement** template, signed by Senior Vice President **Pelster** but unsigned by the borrower, documented an advance-for-release structure secured by **Anastasia**'s separate property. Paragraph 7 required a general release that expressly included fraud claims (MD5 977b10a8f91b94bcdb648af651b13573). The bank transmitted the instrument to **Klaas** and **Isaac**, not **Anastasia**. At 8:43 p.m., **Isaac** forwarded it to her with: "Mom, can you please sign this" (email chain 0259_FW_ advance request).

On **October 21, 2021**, at 3:18 p.m., **Klaas** sent **Anastasia** a drafting instruction intended for **Isaac**: "In regards to the **deed of trust** we would like to be granted a period of 189 days in the event of a default. That would give us time to to find and realize an equitable sale." One minute later, **Klaas** wrote: "Sorry that one was for **Isaac**" (iMessage MD5 c90511dd51). On **November 18**, **Klaas** separately referred to "the plan you and **Isaac** came up with." These communications document default-and-sale planning approximately ten months before the **August 9, 2022 Notice of Default** and nearly one year before the **Marketing Agreement**.

Performing paydown, reporting blackout, and draw-up

The executed **January 2022** Modification (**EV-0632**) established a **$5,774,059.44** balance, imposed a **$20,000** fee, required monthly payments of approximately **$170,000**, and fixed the facility's maturity at **July 5, 2022**. The position reports establish payment performance above the contractual paydown requirement: from **November 30, 2021** through **May 31, 2022**, the balance declined from **$5,563,685.25** to **$4,474,897.21**—a net reduction of **$1,088,788.04**.

The otherwise monthly position-report series contains no reports for June or **July 2022**. During that two-month **reporting blackout**, and after **Anastasia** had been denied access to the books, the facility balance increased by **$1,671,504.69**:

> **$4,474,897.21** + **$1,671,504.69** = **$6,146,401.90**.

Discovery must identify the composition, authorization, destination, and exact timing of the **$1,671,504.69** increase through the draw requests, approvals, disbursement records, general-ledger entries, and missing position reports. **Anastasia**'s **July 10, 2022** statement—"The farm obviously received the advance they requested" (**EV-0295**)—establishes her contemporaneous awareness of an advance; the transaction records must establish whether it occurred before or after the **July 5** maturity date and what portion of the increase it produced.

Salisbury's **July 8, 2022** email first recorded the resulting **$6,146,401.90** balance, stated that "the sweep has been turned off," and invoked "the **maturity default**" (.eml MD5 f43927ce7d4ef234957e98075a12ac7e; **EV-0294**). On **July 15**, **Salisbury** told **Anastasia** that "the advance line was fully frozen since the last draw and has been expired since **July 5, 2022**," designated the facility an "**exit credit**," and mapped her land into the operator's debt structure: "I think your land is held in the name of **Two Sisters**. . . . Is this a written contract or verbal?" (.eml MD5 042fb7827de6da23df3de3b06c655467). The **August 9, 2022 Foley & Lardner Notice of Default** demanded the same **$6,146,401.90** to the cent (**EV-0299–0301**).

Conversion of the asserted deficiency into compelled disposition

The **October 27–28, 2022** forbearance materials required entry of the divorce decree by **October 31**, a purchase contract by **November 30**, a **$100,000** fee payable in four **$25,000** installments, and disposition during a forbearance period ending **January 31, 2023**. **Anastasia** signed the **CMA** on **October 27**; **Klaas** signed it on **October 31**—the bank's divorce deadline. The **CMA** became Exhibit A to the **Agreed Final Decree** and imposed the **§3.5** 50/50 allocation. The decree was entered **November 3, 2022**.

The bank's deadline, the second **CMA** signature, and the resulting decree converged within the same lender-directed sequence. The 189-day period **Klaas** proposed to **Isaac** also tracked the later liquidation. Measured from the **August 9, 2022 Notice of Default**, 189 days ended **February 14, 2023**—four days before the **February 18** herd auction and eight days before the **February 22 Heifer Ranch** closing.

The deficiency created by the draw-up and diversion

The **February 18, 2023** herd auction generated **$5,171,994.43**. That amount exceeded the **May 31, 2022** operating-line balance by **$697,097.22**:

> **$5,171,994.43** − **$4,474,897.21** = **$697,097.22**.

Before the **$1,671,504.69** balance increase, the **herd proceeds** alone exceeded the paid-down operating-line balance. The increase converted the **$697,097.22** surplus into a **$974,407.47** shortfall before any reduction for **herd proceeds** directed away from the line.

The entire **$5,171,994.43** was not applied to the operating line. Between January and **April 2023**, **$1,461,824.74** was directed elsewhere: **$633,701.36** to **Texas Bank** account No. 952877, titled solely "KLAAS TALSMA D/B/A TALSMA DAIRY" (**EV-0379**), and **$828,123.38** to **Bank of the West** checking account No. 048247589 (**EV-0417**). The balance increase and proceeds directed away from the line increased the amount not available to retire the **May 31, 2022** balance by **$3,133,329.43**:

> **$1,671,504.69** + **$1,461,824.74** = **$3,133,329.43**.

The **Bank of the West Liquidation Report** identifies the resulting allocation. Its "BOW LOC" tab states a **$6,146,403.90** payoff and divides it into **$3,710,169.96** from the herd liquidation and **$2,436,233.94** supplied through the land-liquidation sequence. The report's payoff is **$2.00** higher than the **$6,146,401.90** stated in the bank email and **Notice of Default**. Its **$3,710,169.96** herd-payment entry differs by **$0.27** from the mathematical remainder obtained by subtracting **$1,461,824.74** from the **$5,171,994.43** gross proceeds. Those discrepancies remain unreconciled.

Anastasia's land pays the cattle debt

On **February 16, 2023**, **Lowell Wilson** transmitted the lender-selected **Heifer Ranch** closing date: "The lender wants to set closing for Wednesday the 22nd." That same day, **Isaac**—

identifying himself as "controller for **Klaas Talsma** and **Dancing Crane**"—directed **100%** of the net proceeds to **Bank of the West** under the bank's instructions.

The **Heifer Ranch** closed on **February 22**, four days after the herd auction. The HUD-1 for File No. 22-36290 paid **$2,778,895.49** to **Bank of the West**, **$703,840.60** to **AgTexas**, and **$0.00** to **Anastasia**, totaling **$3,482,736.09**. The **Liquidation Report** applied **$2,436,233.94** of the land-derived payment to retire the remaining cattle-secured operating-line balance. **Anastasia**'s land therefore supplied approximately **39.6%** of the cattle-line payoff after the **herd proceeds** had been reduced by the separate-account transfers.

The liquidation also occurred without waiting for the operation's ordinary milk receivables. The **December 31, 2022** position-report schedule records a recurring net monthly milk-check cycle of approximately **$1.446 million**. Under that established schedule, the February advance and final payments would arrive approximately **February 25–28** and **March 17–19**—after the **February 22 Heifer Ranch** closing.

The liquidation arithmetic does not establish that the herd was inherently insufficient to satisfy the paid-down operating line. It establishes this sequence: the line was reduced to **$4,474,897.21**; **Anastasia** was excluded from the books; the June and July position reports are absent; the facility increased by **$1,671,504.69**; **Bank of the West** froze further credit and demanded **$6,146,401.90**; **$1,461,824.74** of the **herd proceeds** was directed away from the line; and **Anastasia**'s land supplied the remaining **$2,436,233.94** reflected in the **Liquidation Report**.

This is the Element 3 mechanism. Klaas and **Isaac** documented default-to-sale planning before default; **Isaac** controlled **Anastasia**'s access to the financial records without ownership or authority; the operating-line balance increased during the ensuing **reporting blackout**; **Bank of the West** converted the resulting balance into a maturity-default and compelled-disposition process; the **herd proceeds** were divided through accounts controlled outside **Anastasia**; and her land was sold to retire the resulting cattle debt. These are sequential, interdependent decisions implemented through the recurring lender–controller–operator–closing channel, not isolated transactions or a theory based only on recurring names.

Buyer financing and appraisal positioning before disclosure

On **September 16, 2021**, **AgTexas** financed the buyer's entities through three loans totaling **$15,020,628**: **$11,493,344** under **AgTexas FLCA** loan 5858550 and **$2,606,656** under loan 5858560 to **3 T Martins Farm LLC**, Idaho; and **$920,628** under loan 5858570 to **TMC Equipment LLC**, Texas (Erath Doc. 2026-02142, **§2.1(b)**). **Klaas** filed for divorce six days later, on **September 22, 2021** (Cause No. CV37003; service **November 23, 2021**). **AgTexas** extended another **$7,092,112.50** to **Tony Martins–affiliated entities** in **April 2022** while the seller-side operating line was being paid down. **AgTexas**'s buyer-side lending relationship therefore existed before the divorce, default, appraisal, buyer disclosure, and **compelled-sale process**.

The bank's **August 2, 2022** email represented to **Anastasia** that the appraisal would cover "the **Anastasia** 100 ac improved pasture." **TJLR Properties LLC**, **Tony Martins**'s acquisition entity (Texas SOS No. 0804732378), was formed on **September 16, 2022**. Three days later, the **WT Appraisal, Inc.** appraisal prepared for **Bank of the West** officer **David Binner** became effective. Rather than valuing the represented 100-acre scope, it valued the entire 1,436.178-acre operation.

The appraisal concluded:

- **$22,000,000** market value as-is;
- **$29,150,000** market value as-completed;
- **$27,954,431** Replacement Cost New for the structures; and
- **$32,606,050** for all improvements "as proposed and completed."

Isaac's Lease-Purchase workbook identifies the same expansion priced by the appraisal, including the "Proposed 100-Stall Rotary Parlor" and "Proposed Crossvent." The completed-improvements figure therefore corresponds to the expansion reflected in the transaction participants' own acquisition and financing materials; it is not an unrelated replacement-cost comparison.

The first-contact log places Tony's introduction to the family on **December 30, 2022**—105 days after TJLR Properties was formed and 143 days after the **August 9 Notice of Default**. The **AgTexas**–Tony financing relationship, Tony's acquisition entity, and the appraisal of the entire acquisition target therefore existed before Tony was presented to the family as the proposed lease/purchase counterparty.

The bank represented a limited appraisal scope to **Anastasia** while obtaining a lending appraisal of the entire operation later transferred to the **Tony Martins–affiliated purchaser**. The represented-scope discrepancy, entity-formation timing, identical proposed improvements, resulting acquisition, and financing connect the appraisal to the documented buyer-positioning sequence. The engagement letter, scope instructions, appraisal-review records, and communications identifying the intended transaction and users will determine the assignment's stated banking purpose and internal use under §§ VI.B and IX of the Interagency Appraisal and Evaluation Guidelines, 75 Fed. Reg. 77450. The scope discrepancy is evidence of the transaction mechanism; the Guidelines do not themselves supply a predicate enumerated in **§ 1961(1)**.

Buyer selection and exclusivity

The **January 28–30, 2023 Good Faith Agreement** was drafted by **Isaac**, signed by all four parties, fixed a **$15,000,000** purchase, and granted exclusivity from **January 30** through **February 20**, barring the family from marketing the operation to another purchaser. The transaction was therefore contractually directed to Tony before the February liquidation events and before the March **AgTexas** consent process.

The **LOI** was signed by **Anastasia** on **February 18, 2023**—the date of the herd auction—and by **Klaas** and Tony on **February 20**. Those instruments document the price and exclusivity progression that culminated in the final transaction: **$15,000,000** under the **Good Faith Agreement**; **$14,000,000** under the restructured transaction; and separate **$10,250,000** and **$3,750,000** closing components totaling **$14,000,000**. **Anastasia**'s signatures document execution of instruments presented to her; they do not establish that she selected Tony, negotiated the structure, or participated in the enterprise's decision-making. **KoonsFuller**'s billing records reflect **$0.00** during the **LOI** and **Dairy Lease** execution period and no review of either instrument by her divorce counsel.

BOW/BMO institutional continuity

BMO completed its acquisition of **Bank of the West** from BNP Paribas on **February 1, 2023**, for US$13.8 billion; the customer-account and systems conversion followed in **September 2023**. The **February 18** herd auction, **February 22 Heifer Ranch** closing, March consent process, and April possession transfer therefore occurred under **BMO** ownership, although the **Bank of the West** name and systems remained in use. BMO's official report. The BOW/**BMO** references identify one continuing institutional position, not two disconnected lenders.

O&B intermediary landholding

O&B Farms, Inc. served as the recurring creditor, lease-purchase/buyback counterparty, pass-through purchaser, and intermediary title holder. It acquired the **Heifer Ranch** through the lender-directed **February 22, 2023** closing and held the land while Tony prepared to acquire the entire operation.

O&B retained the **Heifer Ranch** until its transfer to the **Tony Martins–affiliated purchaser** as part of the **July 2024** acquisition. Its role connected its creditor relationship beginning in 2013 to the compelled divestiture, **intermediary ownership**, parallel creditor-consent process, and ultimate transfer of the land to the designated purchaser.

Parallel creditor consent process

On **March 27, 2023**, at 1:35 p.m., **Ward**'s office transmitted sample consent letters for both **AgTexas** and **O&B** to **Isaac**, **Anastasia**, and **Klaas** for submission to the respective creditors. The Tony-specific structure therefore required coordinated action through both longstanding creditors while **O&B** held the **Heifer Ranch** land. **O&B**'s role connected its credit relationship beginning in 2013, **intermediary ownership**, consent authority, and eventual transfer of the land to the **Tony Martins–affiliated purchaser**.

Tony-specific consent and acquisition-bridge decision process

AgTexas FLCA issued a 2023 written consent concerning **Anastasia**'s **$876,000** promissory note dated **November 21, 2018** (loan 961038), secured by the property known as the Pivot Field under two Erath County **deeds of trust** (Doc. Nos. 2018-06706 and 2018-06707; trustee **Tim McDonald**). The consent authorized transfer of the collateral "by lease or by lease with options to purchase" to "**Tony Martins**, or **3 T Martins Farm, LLC**, or any other entity of which **Tony Martins** is a principal"; waived **AgTexas**'s due-on-transfer right under Section 8 solely for that transaction; and expressly preserved **Anastasia**'s liability.

The correspondence documents how **AgTexas**'s decision was obtained and implemented:

- On **March 28, 2023**, at 10:16 a.m., **Anastasia** sent the completed consent PDF to Sarah McCann pursuant to **Ward**'s **March 27** instructions.
- On **March 29** at 10:53 a.m., **Jordan Rosipal**, **AgTexas** Assistant Vice President, stated, "Upon brief review, **AgTexas** does not waive our option and right to declare the Balance due," and requested the **Dairy Lease** and **Sales Contracts** for **AgTexas** counsel's review.
- **Anastasia** forwarded **Rosipal**'s response to **Ward**, **Isaac**, and **Klaas** at 10:55 a.m.
- **Ward** warned at 11:05 a.m. that **AgTexas** could accelerate the note without an express consent and waiver.
- At 11:08 a.m., **Isaac** supplied **Rosipal** with the **Dairy Lease** and both **Sales Contracts**, copying **Ward**, **Anastasia**, and **Melanie Taylor** of **Boucher, Morgan & Young**.

- **Ward** reiterated the acceleration risk at 11:12 a.m.
- At 11:16 a.m., **Isaac** responded, "**Anastasia** and I will get it resolved ASAP."

At the time of this exchange, **AgTexas** had already extended **$15,020,628** to **Tony Martins–affiliated entities** on **September 16, 2021** and another **$7,092,112.50** in **April 2022**. The correspondence presented **AgTexas** as reviewing a proposed third-party transfer but did not disclose its existing financing relationship with the designated transferee.

Ward's office had drafted the consent language on **March 27, 2023**, and **Anastasia** forwarded the completed PDF on **March 28**. On **March 29**, **Rosipal** stated that he would forward the transaction documents to **AgTexas**'s attorney "to review and prepare a similar document." The executed consent is textually identical to **Ward**'s **March 27** draft, the present record contains no attorney revision, and the exact execution date has not been isolated. The record therefore establishes the draft's origin and final text but does not establish that **AgTexas**'s attorney prepared the executed instrument.

After receiving the Tony-specific **Dairy Lease** and **Sales Contracts**, **AgTexas** changed its initial position only for the specified Tony transaction. The executed consent permitted **Tony Martins**, **3 T Martins Farm, LLC**, or another Tony-controlled entity to obtain the leasehold and purchase-option rights without satisfying **Anastasia**'s note, releasing her from liability, or removing **AgTexas**'s liens. **Anastasia** transmitted and forwarded documents as instructed; the correspondence does not show her selecting Tony, negotiating the transfer terms, or participating in **AgTexas**'s decision.

The instruments created a successive acquisition pathway. The **January 2023 Good Faith Agreement** first prohibited marketing the operation to another purchaser during its exclusivity period. **AgTexas**'s consent then approved only the Tony-specific lease/option structure. The **Dairy Lease** and Options to Purchase placed **3 T Martins Farm** in possession on **April 7, 2023**, while **Anastasia** remained personally liable and her property remained encumbered. The Agreement Relating to Option 2 Land among **O&B**, 3T, and **Anastasia** carried the same effective date. **AgTexas** extended another **$8,500,000** to **Tony Martins–affiliated entities** on **May 12, 2023** (Erath Doc. 2026-02142); the **Dairy Lease** and Options to Purchase was executed five days later, on **May 17**.

The consent therefore functioned as buyer-specific acquisition-bridge authority, not approval of a hypothetical transfer. It allowed **AgTexas**'s existing borrower to occupy and obtain purchase rights in **Anastasia**'s encumbered property while her liability and collateral carried the acquisition period. The pathway culminated in the **July 26, 2024** transfer to the same **Tony Martins–affiliated purchaser** identified in the consent. **Anastasia**'s remaining note balance—**$740,007.30**—was paid from the closing proceeds (**AgTexas** payoff statement, loan 961038, **July 15, 2024**).

This sequence documents the same unauthorized Element 3 decision structure. Isaac—without ownership or authority conferred by **Anastasia**—transmitted the transaction documents and operated as the lender and buyer conduit under management and controller titles he had asserted for himself. **AgTexas** selectively exercised its lien and acceleration authority; the lender, counsel, CPA, and operator channels processed the Tony-specific structure through **Isaac**; **3 T Martins Farm** obtained possession; and the designated transferee completed the acquisition approximately sixteen months after **AgTexas** approved it. **Anastasia** remained the sole Member, Manager, obligated borrower, and required signatory, but the correspondence does not show her selecting Tony, negotiating the structure, controlling the lender channel, or directing implementation.

Unauthorized operational control and asset allocation

Isaac's 2023 conduct continued the unauthorized control structure documented above. In direct written exchanges with Tony, with no counsel or lender included, **Isaac** agreed to exclude equipment and feed from the sale and to "work the deal between ourselves." The removed assets totaled **$10,152,263—99.05%** of the final **$10,250,000** dairy price. The **CMA**/decree Exhibit C, Sales Contract, and **BMO UCC-1** each excluded the same rolling stock titled to **Two Sisters**, documenting consistent asset treatment across the divorce, sale, and buyer-financing instruments. **Sales Contract No. 1** also awarded **Isaac** a finder's fee at closing.

Isaac possessed no ownership interest and no identified authorization from **Anastasia** to determine the disposition of **Two Sisters**' property. His significance to **Element 3** is not legitimate corporate authority but the power he exercised through the shadow structure: he used unauthorized management and controller titles to access records, communicate with lenders, sign instruments, negotiate exclusions, and participate in the sale; he then denied accountability to **Anastasia** by claiming employment under **Klaas**'s separate entities.

The materially false management title in the **assumed-name filing** documents the enterprise's unauthorized structure, public representation of authority, and method of obtaining control. Section 71.203 applies if the signature and submission evidence establishes knowing or intentional responsibility for the false filing. The filing is not, standing alone, "racketeering activity" enumerated by 18 U.S.C. **§ 1961(1)**. Any use of the United States mails or a private or commercial interstate carrier alleged under **§ 1341**, or any interstate wire alleged under **§ 1343**, must be pleaded as a distinct predicate with the sender, recipient, date, medium, material false representation, **specific intent to defraud**, **traditional money-or-property object**, and role of the transmission in executing the scheme. If the predicate rests on concealment or nondisclosure, it must also identify the duty to disclose or the affirmative half-truth that made the omission deceptive. The property object here is the money, land, cattle, equipment, **sale proceeds**, and confidential business records sought through the false title—not an abstract deprivation of decision authority. **Ciminelli v. United States**, 598 U.S. 306, 309–10 (2023). **Kousisis v. United States**, 605 U.S. 114 (2025), further confirms that materially false inducement used to obtain money or property satisfies federal fraud even when the defendant supplies something of value in return or does not intend a net economic loss.

June 2024 restructuring, documentary concealment, and completed acquisition

The original 2023 agreement provided the **Tony Martins–affiliated purchaser** two purchase options. In 2024, the transaction participants negotiated a materially different third economic structure but documented it as neither a new agreement nor an Option 3. Instead, they rewrote an existing option through an amendment bearing the date **May 1, 2023**. Document metadata shows that drafting began **May 8, 2024**, and the signatures are dated **June 7–11, 2024**—approximately six weeks before closing. The amendment restructured the **$14,000,000** transaction and increased the dairy-sale component from **$9,000,000** to **$10,250,000**. On its face, the instrument incorporated the 2024 bargain into the 2023 option framework without disclosing that the operative purchase terms were negotiated and executed more than one year after its stated date.

The **Heifer Ranch** and dairy dispositions closed for a combined **$13,750,000**. On **July 26, 2024**, the **Tony Martins–affiliated purchaser** acquired the combined operation, completing the transaction sequence documented by TJLR Properties' **September 2022** formation, the **January 2023** exclusivity agreement, **O&B**'s **February 2023** intermediary acquisition, the **March 2023 Tony-specific consent**, and 3T's **April 2023** possession.

The amendment and completed acquisition document the Element 3 mechanism: the associates used established drafting, communication, execution, and closing channels to adopt, conceal, and implement a material transaction decision. The stated date, revised price, property transferred, and resulting **sale proceeds** are transaction and property terms, not an abstract right-to-control theory. Under Kousisis, the fact that consideration accompanied the transfer does not remove a materially false inducement from federal fraud. For each communication alleged as a predicate, the pleading must identify the mailing cognizable under **§ 1341** or interstate wire cognizable under **§ 1343**; sender; recipient; date; material false representation; **specific intent to defraud**; **traditional money-or-property object**; and the transmission's role in negotiating, circulating, executing, concealing, or implementing the amendment. A concealment theory must also identify the duty to disclose or affirmative half-truth that made the omission deceptive.

Acquisition financing and AgTexas takeout

BMO's 2024 buyer-financing package consisted of Erath County Deed of Trust No. 4200 for **$15,000,000**, Deed of Trust No. 5562 for **$2,000,000**, and **UCC-1** No. 24-0044256249, filed **July 29, 2024**. The UCC covers equipment and fixtures while expressly excluding motor vehicles, rolling stock, and titled manufactured housing. The **$17,000,000** recorded across the two deeds exceeded the **$10,250,000** dairy-sale price by **$6,750,000**.

The two deeds establish **$17,000,000** in recorded real-property debt; the **UCC-1** establishes an additional equipment-and-fixtures lien but states no principal amount. The **November 26, 2025 $33,000,000 AgTexas** takeout, followed by **BMO**'s UCC termination and deed releases, supports an approximately **$33,000,000** total **BMO** exposure and an approximately **$16,000,000** difference between that exposure and the recorded deeds. The approximately **$33,000,000** position is within **1.2%** of the appraisal's **$32,606,050** completed-improvements figure. **Elementix** independently reports the exposure; the **Underwood** payoff and loan files must identify the internal allocation among the two deeds, UCC collateral, accrued obligations, and any additional advances. The **UCC-1** itself does not assign the entire **$16,000,000** difference to equipment.

AgTexas refinanced the acquired position through loan 6811410 for **$33,000,000** on **November 26, 2025**. **BMO** filed **UCC-3** termination No. 2600309107 on **January 15, 2026** and released its **deeds of trust** on **January 29, 2026**. **AgTexas**'s recorded modifications continued through **May 5, 2026**. As of **April 14, 2026**, the **AgTexas** facility comprised ten notes across five **Tony Martins–affiliated entities** totaling **$118,696,740.50**. The same institution that held senior liens on **Anastasia**'s land, controlled access to replacement collateral, financed the designated buyer before his disclosure, approved the **Tony-specific transfer**, and ultimately held the refinanced position remained connected to the buyer's entities throughout the complete transaction sequence.

Implementation through accounting, legal, title, and lender personnel

The same accounting, legal, title, and lender personnel identified under **Element 2** recur throughout implementation. **BMY**'s records document the **March 20, 2023** valuation-allocation and two-step purchase strategy, **Melanie Taylor**'s inclusion in the **March 29 Tony-specific consent** channel, the unperformed **Marketing Agreement** ¶4 **tax true-up**, acknowledged ownership information, and contrary FYE2023 **asset coding**. **Vick** authored the **CMA** that placed **Anastasia**'s separate property and **Two Sisters** into the 50/50 disposition structure. **Coan & Elliott** created the waiver designating **Isaac** as agent for both parties, circulated the parallel creditor consents, and prepared the sale and release instruments. **King Title** administered the lender-directed **Heifer Ranch** closing, the dual-payoff wires, the **July 2024** disbursement waterfall, and the **conservation-easement fee** collection. **Rosipal** communicated and administered **AgTexas**'s transfer and acceleration decision during the **Tony-specific consent** process. **Tim McDonald** served as trustee in **Anastasia**'s and the **Tony Martins–affiliated** loan files. **Chad Alleva** developed and maintained **Anastasia**'s **AgTexas** financial record and later executed nineteen recorded **AgTexas** instruments concerning **Tony Martins–affiliated entities**. These were the recurring human channels through which the structure's financial, tax, legal, collateral, title, and closing decisions were documented and implemented.

These records establish the decision path and distinguish **Two Sisters**' ownership from the association's unauthorized operative structure. **Anastasia** remained **Two Sisters**' sole Member, Manager, obligated borrower, and required signatory. **Klaas** documented a self-created three-person, two-vote rule asserted over **Anastasia**'s company; **Isaac** used unauthorized management and controller titles when exercising power; **Klaas** and **Isaac** invoked employment relationships with **Klaas**'s entities when excluding **Anastasia**; the lenders controlled collateral and credit; **Bank of the West** declared the **maturity default** using the **$6,146,401.90** balance and then imposed the divorce, contract, and sale deadlines; **O&B** held the land during buyer preparation; **AgTexas** and **O&B** processed the Tony-specific structure; **3 T Martins Farm** obtained possession; the transaction was repriced and consummated; **BMO** financed the acquisition; and **AgTexas** took out the completed position.

The record identifies the association-in-fact's common purpose, relationships among the associates, longevity, connected structure, enterprise affairs, and continuing-unit operation. It attributes the decisions directed, instructions transmitted, instruments authored, funds routed, collateral controlled, records coded, titles asserted, transfers closed, property received, and refinancing executed to identified actors. The multi-state lenders, Texas and Idaho borrower entities, **Borden** proceeds, interstate financing, and alleged mail and wire transmissions establish the enterprise's effect on **interstate commerce**. These actor-specific facts establish how the associates functioned together, cure the connected-structure deficiency identified in Crosswell v. Martinez, 120 F.4th 177, 186–88 (5th Cir. 2024), and satisfy **Crowe v. Henry**'s stricter pre-Boyle continuing-unit and consensual-decision-making formulation, 43 F.3d 198, 205 (5th Cir. 1995). They also provide the actor-specific record from which prospective counsel can designate the **§ 1962(c)** defendants satisfying Reves, 507 U.S. at 179, 185, and the **§ 1962(d)** defendants whose words or conduct establish agreement to the **predicate course** under Crowe, Walker, and Rosenthal.