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JUL 28 2025

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

AT 8:30 M
CLERK, U.S. DISTRICT COURT - DNJ

UNITED STATES OF AMERICA : Hon. Tonianne J. Bongiovanni
v. : Mag. No. 25-3060 (TJB)
LUIZ VARGAS, :
a/k/a, "El Biggie" : **CRIMINAL COMPLAINT**

I, Ryan James Richards, being duly sworn, state that the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Task Force Officer with the Federal Bureau of Investigation, and that this complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.

/s/ Ryan James Richards

Signature of Affiant
Ryan James Richards
Task Force Officer, Federal Bureau
of Investigation

Attested to by telephone pursuant to
Fed. R. Crim. P. 4.1 on
July 28, 2025,
in the District of New Jersey


Hon. Tonianne J. Bongiovanni
United States Magistrate Judge

ATTACHMENT A

COUNT ONE
(Trafficking in Firearms)

On or about January 20, 2025, in Ocean County, in the District of New Jersey, and elsewhere, the defendant,

LUIZ VARGAS,
a/k/a, "El Biggie,"

did knowingly ship, transport, transfer, cause to be transported, or otherwise dispose of a firearm, namely a Smith and Wesson 9mm semiautomatic handgun bearing serial number FCW1442, that was previously stolen, to another person in and otherwise affecting interstate and foreign commerce, knowing and having reasonable cause to believe that the use, carrying, and possession of the firearm by the recipient would constitute any offense under Federal or State law punishable by imprisonment for a term exceeding one year, namely, transportation of a stolen firearm, contrary to Title 18, United States Code, Section 922(i).

In violation of Title 18, United States Code, Section 933(a)(1).

ATTACHMENT B

I, Ryan James Richards, am a Task Force Officer with the Federal Bureau of Investigation. I am fully familiar with the facts set forth herein based on my own investigation, my conversations with other law enforcement officers, and my review of reports, documents, and items of evidence. Because this Affidavit is being submitted for a limited purpose, I have not set forth each and every fact that I know concerning this investigation. Where the contents of documents and the actions and statements of others are reported herein, they are reported in substance and in part, except where otherwise indicated. Where I assert that an event took place on a particular date, I am asserting that it took place on or about the date alleged.

A. Background

1. Beginning in or around January 2025, law enforcement officers commenced an investigation of an individual operating out of, among other places, Texas and Maryland, and subsequently identified as the defendant, LUIZ VARGAS, a/k/a, "El Biggie," involved in firearms trafficking. The investigation to date has revealed that VARGAS trafficked firearms from Texas, Maryland, and elsewhere into New Jersey. This conclusion is based on information from a historically reliable confidential source ("CS-1") working at the direction and supervision of law enforcement officers and whose identity is known to law enforcement, controlled purchases of firearms by CS-1 from VARGAS, physical and electronic surveillance, and other investigative techniques.

2. Thus far, law enforcement has conducted numerous controlled purchases of firearms as summarized in the chart below, and has confirmed that VARGAS has trafficked at least one firearm reported stolen out Texas and at least one firearm stolen out of Colorado into New Jersey.

3. At all times relevant to this complaint, VARGAS was not and never was a federally licensed dealer, importer, or manufacturer of firearms.

Transaction Date	Firearm(s) Purchased	Serial Number	Cost
01/20/2025	(1) 300 Blackout caliber semiautomatic rifle	None	\$1,200.00
	(2) Smith and Wesson 9mm semiautomatic handgun (Reported stolen out of Texas)	FCW1442	\$800.00
05/06/2025	(3) 5.56 caliber semiautomatic rifle	None	\$3,000.00
05/19/2025	(4) Ruger 9mm semiautomatic handgun (Reported stolen out of Colorado)	317-88145	\$600.00
	(5) Colt .45 caliber semiautomatic handgun	196883	
06/23/2025	(6) Glock 45 9mm semiautomatic handgun	BMFP133	\$1,600.00
	(7) Springfield 10mm semiautomatic handgun	BE318193	\$1,600.00
	(8) Taurus .40 caliber semiautomatic handgun	SBM48951	\$1,600.00

B. The January 2025 Firearms Purchase

4. On or about January 20, 2025, law enforcement officers met with CS-1 at a predetermined briefing location and were present when CS-1 contacted VARGAS to discuss the purchase of two firearms (the "January 2025 Firearms") that VARGAS had advertised for sale to CS-1. During that conversation, VARGAS agreed to sell CS-1 the January 2025 Firearms for \$2,000: one firearm for \$1,200 and another one for \$800. VARGAS directed CS-1 to meet him at a location in Jackson, New Jersey (the "January Meeting Location") to complete the transaction.

5. Following CS-1's discussion with VARGAS, and before the scheduled meeting, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which yielded negative results. In addition, ahead of the meeting between CS-1 and VARGAS, law enforcement officers established surveillance in the vicinity of the January Meeting Location. Law enforcement provided CS-1 with a device with audio and video recording capabilities to record the meeting with VARGAS and funds to complete the firearms purchase. CS-1 proceeded directly from the briefing location to the January Meeting Location in his/her vehicle.

6. CS-1 arrived at the January Meeting Location at approximately 6:00 a.m. and remained in his/her vehicle until VARGAS arrived. After VARGAS arrived in his vehicle, CS-1 entered VARGAS' vehicle and VARGAS provided CS-1 with two firearms and associated ammunition, namely: (1) one 300 Blackout caliber semiautomatic rifle (the "January Rifle") that displayed no identifiable marking or serial number, (2) one 5.56 caliber, 30-round magazine, (3) one Remington .223 PMC round, (4) two Remington .223 PPU rounds, (5) one Smith and Wesson 9mm semiautomatic handgun bearing serial number FCW1442 (the "January Handgun"), and (6) two 9mm Smith and Wesson handgun magazines. CS-1 provided VARGAS with \$2,000 (\$1,200 for the January Rifle and \$800 for the January Handgun) to complete the transaction.

7. During the transaction, VARGAS informed CS-1 that his supply of firearms originates from Mexican cartel members located in Texas and that the January Handgun was "dirty."¹ VARGAS further instructed CS-1 to wipe the January Rifle and January Handgun down and clean them thoroughly to avoid them being connected to VARGAS.

8. VARGAS informed CS-1 that he would be back in New Jersey in the future and at that time will have additional firearms available for CS-1 to purchase.

¹ Based upon my training and experience, I believe that reference to a firearm being "dirty" means that it is stolen or otherwise connected to criminal activity.

9. After the transaction was complete, CS-1 departed the January Meeting Location in his/her vehicle. CS-1 arrived at a pre-determined debriefing location. There, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which, other than the firearms and ammunition discussed above, yielded negative results. Law enforcement officers recovered the recording device previously provided to CS-1 and processed it as evidence.

10. The January Rifle and January Handgun were each tested by law enforcement and determined to be operable as firearms and capable of being discharged.

11. The January Handgun was manufactured outside the State of New Jersey and, therefore, traveled in interstate commerce prior to VARGAS' possession thereof in New Jersey on or about January 20, 2025.

12. Law enforcement databases and the San Antonio Police Department confirmed that the January Handgun was reported stolen in San Antonio, Texas on or about March 1, 2024. New Jersey law enforcement also received information from their counterparts in San Antonio that members of the Sinaloa Cartel are known to steal firearms from vehicles and traffic them for sale in Mexico and the United States.

C. The February 2025 Proposed Firearm Purchase

13. On or about February 14, 2025, CS-1 received a message from VARGAS offering to sell him/her another firearm, specifically a short-barrel assault rifle. VARGAS offered to sell CS-1 the firearm and accompanying ammunition for \$3,000. CS-1 agreed to send VARGAS \$1,000 in order for VARGAS to "hold" the firearm for CS-1 until he returns to New Jersey. The proposed sale, however, fell apart and neither the \$1,000 nor the firearm was delivered.

D. The May 2025 Firearms Purchases

i. The May 6, 2025 Purchase

14. On or about April 11, 2025, CS-1 contacted VARGAS to discuss the purchase of another firearm. In response, VARGAS informed CS-1 that he was awaiting information from an Arizona-based firearms supplier regarding the firearms that he could make available for sale to CS-1.

15. VARGAS further stated to CS-1 that after he obtained the firearms from his supplier, he would transport them to New Jersey for sale. VARGAS informed CS-1 that CS-1 would receive the "first call" from VARGAS about the firearms available for sale.

16. On or about April 26, 2025, VARGAS sent CS-1 a photograph of a rifle-style firearm and offered to sell it to CS-1 for \$1,600.

17. On or about April 27, 2025, VARGAS contacted CS-1 and advised that he had four additional handgun-style firearms for sale. VARGAS offered to sell all five firearms – the rifle as offered for sale on April 26, 2025 and the four handguns on April 27, 2025 – for a total of \$6,500.

18. On or about April 29, 2025, CS-1 contacted VARGAS and agreed to purchase the five firearms as mentioned above for \$6,500.

19. VARGAS informed CS-1 that he would travel to New Jersey to deliver the firearms to CS-1 on or about May 2, 2025. VARGAS demanded that \$3,000 of the \$6,500 total cost be transferred to him prior to the May 2, 2025 sale. VARGAS directed CS-1 to transfer the funds over a digital payment system, using VARGAS' cellphone number as the identifier for the recipient account (the "Payment Account").

20. On or about May 1, 2025, CS-1 sent \$3,000 to the Payment Account. CS-1 received a confirmation number after the payment was processed.

21. On or about May 5, 2025, VARGAS contacted CS-1 and requested that CS-1 travel to Maryland to complete the firearms transaction initially scheduled for May 2, 2025. CS-1 instead proposed that VARGAS travel to New Jersey, which VARGAS agreed to. CS-1 identified a location for the transaction: a rest stop on the New Jersey Turnpike (the "Rest Stop"). VARGAS informed CS-1 that he would travel to the Rest Stop on or about May 6, 2025 to complete the transaction.

22. On or about May 6, 2025, prior to the scheduled meeting between VARGAS and CS-1, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which yielded negative results. In addition, ahead of the meeting between CS-1 and VARGAS, law enforcement officers established surveillance in the vicinity of the Rest Stop. Law enforcement provided CS-1 with a device with audio and video recording capabilities to record the meeting with VARGAS. CS-1 proceeded directly from the briefing location to the Rest Stop in his/her vehicle.

23. VARGAS arrived at the Rest Stop accompanied by a female ("Female-1") and in a black Dodge Ram Pick-Up truck (the "Pick-Up Truck") registered to Female-1.

24. After VARGAS arrived at the Rest Stop, VARGAS pulled the Pick-Up Truck next to CS-1's car, and VARGAS and CS-1 exited their respective vehicles. VARGAS then reached into the Pick-Up Truck and removed a large black garbage bag. VARGAS then deposited the garbage bag into the trunk of

CS-1's vehicle. Inside the garbage bag was a 5.56 caliber semiautomatic rifle—the one that CS-1 had agreed to purchase from VARGAS – (the "May Rifle") and a bag containing a white powdery substance, later identified to be cocaine. The May Rifle displayed no identifiable marking or serial number.

25. After VARGAS deposited the garbage bag in CS-1's vehicle, VARGAS informed CS-1 that he did not have the four handguns for CS-1 that were previously agreed upon for purchase. VARGAS stated that he had given CS-1 the cocaine to "make up" for not having the four handguns that day.

26. VARGAS informed CS-1 that he expected to have handguns available in the future to complete their previously agreed-upon firearms purchase. VARGAS also stated that in addition to those handguns, he expected to have additional firearms for sale in the future and would contact CS-1 to arrange for additional purchases. CS-1 understood from the conversation with VARGAS that a portion of the \$3,000 transferred to VARGAS for the rifle and four handguns would be credited toward a future firearms purchase.

27. After the transaction was complete, CS-1 departed the Rest Stop in his/her vehicle. CS-1 arrived at a pre-determined debriefing location. There, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which, other than the May Rifle and cocaine discussed above, yielded negative results. Law enforcement officers recovered the recording device previously provided to CS-1 and processed it as evidence.

28. The May Rifle was tested by law enforcement and determined to be operable as a firearm and capable of being discharged.

29. The purported cocaine was field tested and tested positive for cocaine.

ii. The May 19, 2025 Purchase

30. On or about May 19, 2025, VARGAS contacted CS-1 to inform him/her that VARGAS would be traveling to New Jersey and had three handguns to sell CS-1. VARGAS informed CS-1 that the handguns were "dirty." VARGAS informed CS-1 that the price for the three handguns would be \$1,600, which incorporated the "credit" leftover from the \$3,000 previously transferred from CS-1 to VARGAS for the May 6, 2025 firearms purchase. VARGAS identified a location in or around Blackwood, New Jersey (the "May 19 Meeting Location") for the transaction.

31. On or about May 19, 2025, prior to the scheduled meeting between VARGAS and CS-1, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which yielded negative results. In addition, ahead of the meeting between CS-1 and VARGAS, law enforcement

officers established surveillance in the vicinity of the May 19 Meeting Location. Law enforcement provided CS-1 with a device with audio and video recording capabilities to record the meeting with VARGAS and cash to complete the sale. CS-1 proceeded directly from the briefing location to the May 19 Meeting Location in his/her vehicle.

32. CS-1 arrived at the May 19 Meeting Location in his/her vehicle and, as previously instructed by VARGAS, proceeded to the back of a building at the site. VARGAS then exited the building and handed CS-1, who at that point had exited his/her vehicle, a black bag containing two handguns: a Ruger 9mm semiautomatic handgun bearing serial number 317-88145 and a Colt .45 caliber semiautomatic handgun bearing serial number 196883 (the "May Handguns") and associated ammunition. VARGAS explained to CS-1 that one of the handguns he had intended to sell CS-1 was no longer available because VARGAS had sold it to someone else. VARGAS informed CS-1 that the cost of the two firearms would be \$600, which included the "credit" from the May 6, 2025 firearms purchase. CS-1 handed VARGAS \$600 in cash to complete the transaction.

33. VARGAS informed CS-1 that he expected to be back in New Jersey with additional firearms to sell CS-1 within the next two weeks.

34. After the transaction was complete, CS-1 departed the May 19 Meeting Location in his/her vehicle. CS-1 arrived at a pre-determined debriefing location. There, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which, other than the May Handguns as discussed above and unused currency from the transaction, yielded negative results. Law enforcement officers recovered the recording device previously provided to CS-1 and processed it as evidence.

35. The May Handguns were each tested by law enforcement and determined to be operable as firearms and capable of being discharged.

36. Law enforcement databases confirmed that the Ruger 9mm semiautomatic handgun bearing serial number 317-88145 was reported stolen out of Montgomery, Colorado on or about January 31, 2023.

37. The May Handguns were each manufactured outside the State of New Jersey and, therefore, traveled in interstate commerce prior to VARGAS' possession thereof in New Jersey on or about May 19, 2025.

E. The June 2025 Firearms Purchase

38. On or about May 29, 2025, VARGAS contacted CS-1 to discuss another firearms purchase. VARGAS offered to sell CS-1 three handguns at

\$1,600 each, for a total of \$4,800. VARGAS sent photographs of each handgun to CS-1. CS-1 agreed to purchase the handguns on the terms proposed by VARGAS.

39. VARGAS initially proposed June 9, 2025 as the date to complete the transaction but canceled before CS-1 could confirm. VARGAS stated that he would contact CS-1 to reschedule the transaction for another date and would also confirm the specific time and location.

40. On or about June 23, 2025, VARGAS contacted CS-1 to confirm the details of their previously proposed firearms transaction, referenced above, to sell CS-1 three handguns at \$1,600 each. VARGAS informed CS-1 that he was traveling to Lakewood, New Jersey from Point Pleasant, New Jersey. VARGAS requested that CS-1 meet him at a restaurant (the "Restaurant") in Lakewood to complete the firearms purchase.

41. On or about June 23, 2025, prior to the scheduled meeting between VARGAS and CS-1, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which yielded negative results. Law enforcement provided CS-1 with a device with audio and video recording capabilities to record the meeting with VARGAS and cash to complete the sale. CS-1 proceeded directly from the briefing location to the Restaurant in his/her vehicle.

42. Law enforcement officers established surveillance at the Restaurant. Officers observed VARGAS exit the Restaurant and enter the Pick-Up Truck – the same vehicle used by VARGAS during the May 6, 2025 transaction - that was parked in the Restaurant parking lot. After he/she arrived at the Restaurant, CS-1 entered the Pick-Up Truck. Inside the Pick-Up Truck, VARGAS gave CS-1 three handguns: a Glock 45, 9mm semiautomatic handgun bearing serial number BMFP133, a Springfield 10mm semiautomatic handgun bearing serial number BE318193, and a Taurus .40 caliber semiautomatic handgun bearing serial number SBM48951 (the "June Handguns"), firearm magazines, and firearm ammunition. CS-1 gave VARGAS \$4,800 in cash to complete the transaction.

43. While in the Pick-Up Truck, VARGAS informed CS-1 that he is expecting an additional shipment of firearms soon that he will make available for sale to CS-1. VARGAS said he would call CS-1 once he receives this supply of firearms. CS-1 exited the Pick-Up and returned to his/her vehicle. VARGAS exited the Pick-Up Truck and re-entered the Restaurant.

44. CS-1 proceeded to a pre-determined debriefing location. There, law enforcement officers searched CS-1 and his/her vehicle for contraband, currency, and weapons, which, other than the June Handguns, yielded

negative results. Law enforcement officers recovered the recording device previously provided to CS-1 and processed it as evidence.

45. The June Handguns were each tested by law enforcement and determined to be operable as firearms and capable of being discharged.

46. The June Handguns were each manufactured outside the State of New Jersey and, therefore, traveled in interstate commerce prior to VARGAS' possession thereof in New Jersey on or about June 23, 2025.