

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

United States of America

v.

Edward Ray Longoria

**2nd AMENDED AS TO RESTITUTION -To Attach
Redacted Victim List Exhibit A
JUDGMENT IN A CRIMINAL CASE**
(For Offenses Committed on or After November 1, 1987)

No. CR 11-01565-001-PHX-DGC

James S. Park (CJA)
Attorney for Defendant

USM#: none

THE DEFENDANT ENTERED A PLEA OF guilty on 11/15/2013 to Count ONE of the Indictment.

ACCORDINGLY, THE COURT HAS ADJUDICATED THAT THE DEFENDANT IS GUILTY OF THE FOLLOWING OFFENSE: violating Title 18, U.S.C. §371 and 2, Conspiracy, a Class D Felony offense, as charged in Count ONE of the Indictment.

IT IS THE JUDGMENT OF THIS COURT THAT the defendant is hereby placed on probation for a term of **FIVE (5) YEARS** on Count ONE.

IT IS ORDERED that all remaining counts are dismissed on motion of the United States.

CRIMINAL MONETARY PENALTIES

The defendant shall pay to the Clerk the following total criminal monetary penalties:

SPECIAL ASSESSMENT: \$100.00 **FINE:** \$0 **RESTITUTION:** \$298,346.00

The defendant shall pay a special assessment of \$100.00, which shall be due immediately.

The Court finds the defendant does not have the ability to pay a fine and orders the fine waived.

The defendant shall pay restitution totaling \$298,346.00. The amount owed is individual and not joint and several to co-defendant. Defendant agrees to pay \$150.00 per month based upon current income/expense cash flow. (See attached exhibit A redacted victim list).

If incarcerated, payment of criminal monetary penalties are due during imprisonment at a rate of not less than \$25 per quarter

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and payment shall be made through the Bureau of Prisons' Inmate Financial Responsibility Program. Criminal monetary payments shall be made to the Clerk of U.S. District Court, Attention: Finance, Suite 130, 401 West Washington Street, SPC 1, Phoenix, Arizona 85003-2118. Payments should be credited to the various monetary penalties imposed by the Court in the priority established under 18 U.S.C. § 3612(c). The total special assessment of \$100.00 shall be paid pursuant to Title 18, United States Code, Section 3013 for Count ONE of the Indictment.

Any unpaid balance shall become a condition of supervision and shall be paid within 90 days prior to the expiration of supervision. Until all restitutions, fines, special assessments and costs are fully paid, the defendant shall immediately notify the Clerk, U.S. District Court, of any change in name and address. The Court hereby waives the imposition of interest and penalties on any unpaid balances.

CONDITIONS OF SUPERVISION

The drug testing condition is suspended based on the Court's determination that the defendant poses a low risk of future substance abuse.

It is the order of the Court that, pursuant to General Order 12-13, which incorporates the requirements of USSG §§5B1.3 and 5D1.2, you shall comply with the following conditions, of particular importance, you shall not commit another federal, state or local crime during the term of supervision and the defendant shall abstain from the use of illicit substances:

- 1) You shall not commit another federal, state, or local crime during the term of supervision.
- 2) You shall not leave the judicial district or other specified geographic area without the permission of the Court or probation officer.
- 3) The defendant shall report to the probation officer in a manner and frequency directed by the court or probation officer.
- 4) You shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer.
- 5) You shall support your dependents and meet other family responsibilities.
- 6) You shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons.
- 7) You shall notify the probation officer at least ten days prior to any change of residence or employment.
- 8) You shall refrain from excessive use of alcohol and are subject to being prohibited from the use of alcohol if ordered by the Court in a special condition of supervision.
- 9) You shall not purchase, possess, use, distribute or administer any narcotic or other controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 801) or any paraphernalia related to such substances, without a prescription by a licensed medical practitioner. The use or possession of medicinal marijuana, even with a physician's written certification, is not permitted. Possession of controlled substances will result in mandatory revocation of your term of supervision.
- 10) You shall not frequent places where controlled substances are illegally sold, used, distributed or administered, or other places specified by the Court.
- 11) You shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer.
- 12) You shall permit a probation officer to visit at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer.
- 13) You shall immediately notify the probation officer (within forty-eight (48) hours if during a weekend or on a holiday) of being arrested or questioned by a law enforcement officer.
- 14) You shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the Court.
- 15) As directed by the probation officer, you shall notify third parties of risks that may be occasioned by your criminal record or personal history or characteristics, and shall permit the probation officer to make such notification and to confirm your compliance with such notification requirement.
- 16) If you have ever been convicted of a felony, you shall refrain from possessing a firearm,

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ammunition, destructive device, or other dangerous weapon. If you have ever been convicted of a misdemeanor involving domestic violence, you shall refrain from possession of any firearm or ammunition. Possession of a firearm will result in mandatory revocation of your term of supervision. This prohibition does not apply to misdemeanor cases that did not entail domestic violence, unless a special condition is imposed by the Court.

- 17) Unless suspended by the Court, you shall submit to one substance abuse test within the first 15 days of supervision and thereafter at least two, but no more than two periodic substance abuse tests per year of supervision, pursuant to 18 U.S.C. §§ 3563(a)(5) and 3583(d);
- 18) If supervision follows a term of imprisonment, you shall report in person to the Probation Office in the district to which you are released within seventy-two (72) hours of release.
- 19) You shall pay any monetary penalties as ordered by the Court. You will notify the probation officer of any material change in your economic circumstances that might affect your ability to pay restitution, fines, or special assessments.
- 20) If you have ever been convicted of any qualifying federal or military offense (including any federal felony) listed under 42 U.S.C. § 14135a(d)(1) or 10 U.S.C. § 1565(d), you shall cooperate in the collection of DNA as directed by the probation officer pursuant to 42 U.S.C. § 14135a(a)(2).

The following special conditions are in addition to the conditions of supervised release or supersede any related standard condition:

1. You shall provide the probation officer access to any requested financial information.
2. You are prohibited from making major purchases, incurring new financial obligations, or entering into any financial contracts without the prior approval of the probation officer.
3. You shall cooperate with the Internal Revenue Service and pay all tax liabilities. You shall file timely, accurate and lawful income tax returns and provide proof to the probation officer.
4. You may travel to Mexico to visit your parents and brother with permission of the probation officer.

THE COURT FINDS that you have been sentenced in accordance with the terms of the plea agreement and that you have waived your right to appeal and to collaterally attack this matter. The waiver has been knowingly and voluntarily made with a factual basis and with an understanding of the consequences of the waiver.

The Court may change the conditions of probation or supervised release or extend the term of supervision, if less than the authorized maximum, at any time during the period of probation or supervised release. The Court may issue a warrant and revoke the original or any subsequent sentence for a violation occurring during the period of probation or supervised release.

Date of Imposition of Sentence: **Tuesday, June 3, 2014**

DATED this 15th day of August, 2014.



David G. Campbell
United States District Judge

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RETURN

I have executed this Judgment as follows:_____

Defendant delivered on _____ to _____ at _____, the
institution designated by the Bureau of Prisons, with a certified copy of this judgment in a Criminal case.

United States Marshal

By: _____
Deputy Marshal

EXHIBIT A

	A	B	C	D	E	F
1	FIRST NAME	LAST NAME	CITY	ST	ZIP	FINAL LOSS
2						
3	A	A	South Daytona	FL	32119	1,755.69
4	J	A	Philadelphia	PA	19146	4,693.40
5	M	A	Sandusky	OH	44870	2,120.38
6	K	B	Pearland	TX	77584	2,230.57
7	R	B	Ironton	OH	45638	1,059.93
8	M	B	Hayden	AL	35079	2,637.16
9	M	B	Boca Raton	FL	33433	982.86
10	R	B	West Monroe	LA	71292	5,637.97
11	M	B	Steinauer	NE	68441	2,146.25
12	A	B	Fincastle	VA	24090	1,933.64
13	C	B	Hampton	VA	23666	2,197.98
14	L	B	Pulaski	NY	13142	2,702.34
15	D	B	Milton	WI	53563	2,326.27
16	P	B	Newsoms	VA	23884	4,214.90
17	G	B	Webster	FL	33597	698.35
18	C	B	Mead	WA	99021	1,965.20
19	D	C	Fort Collins	CO	80526	1,913.47
20	G	C	Bridgeport	CT	06608	672.48
21	E	C	Rockhill	SC	29730	3,762.27
22	L	C	Union	OH	45322	2,087.79
23	A	C	Hudson	FL	34667	2,713.20
24	E	C	Tampa	FL	33634	671.96
25	A	C	Bremerton	WA	98310	5,398.98
26	M	C	Antioch	TN	37013	1,654.82
27	B	C	Oakdale	MN	55128	1,043.90
28	S	C	Quakertown	PA	18951	4,268.70
29	M	C	West Palm Beach	FL	33411	2,192.29
30	D	C	Robinson	IL	62454	2,326.27
31	J	C	Saint Johnsbury	VT	05819	1,292.71
32	K	C	Fenton	MO	63026	2,017.44
33	G	C	Brooks	KY	40109	1,707.07
34	D	C	Reseda	CA	91335	2,586.46
35	S	C	Cordova	TN	38016	1,894.84
36	T	D	Nanuet	NY	10954	1,861.22
37	J	D	Surf City	NC	28445	1,940.88
38	W	D	Detroit	MI	48221	1,758.80
39	R	D	Huntington Beach	CA	92648	2,625.26
40	L	D	Redding	CA	96001	1,745.69
41	C	D	Mineapolis	MN	55418	2,825.97
42	M	D	Hartford	CT	06106	2,585.43
43	M	D	Orangeburg	SC	29115	1,228.57
44	T	D	Heber Springs	AK	72543	1,059.93
45	R	D	Albuquerque	NM	87111	2,663.02
46	S	E	Aurora	CO	80010	865.95
47	R	E	Reading	PA	19605	4,474.06
48	B	E	Hoffman Estates	IL	60192	2,633.02
49	S	E	Mooresville	IN	46158	2,648.20
50	P	E	Shelburne	MA	01370	3,310.67
51	W	F	Crandon	WI	54520	2,094.52
52	K	F	Ocoee	FL	34761	1,328.77
53	E	F	Imlay City	MI	48444	2,534.73
54	P	F	Levittown	PA	19055	4,318.36

	A	B	C	D	E	F
55	M	F	East Windsor	NJ	08520	2,585.95
56	R	F	West Allis	WI	53214	5,198.27
57	A	F	Bayonne	NJ	07002	3,621.05
58	R	G	Moulton	AL	35650	1,603.09
59	C	G	Springhill	FL	34609	4,112.48
60	J	G	Memphis	TN	38103	775.94
61	M	G	New Berlin	WI	53151	1,706.55
62	M	G	Abernathy	TX	79311	2,198.49
63	J	G	Charleston	SC	29414	11,361.17
64	B	G	Tabor City	NC	28463	1,742.24
65	V	G	Hillsboro	OR	97123	4,215.42
66	N	G	Tulsa	OK	74112	2,219.68
67	D	G	Dearborn Heights	MI	48125	4,317.84
68	B	G	Fountain Inn	SC	29644	1,368.76
69	E	G	Chariton	IA	50049	2,585.95
70	E	H	Crete	NE	68333	3,684.16
71	D	H	Portland	OR	97206	956.47
72	G	H	Morrow	GA	30260	2,767.00
73	B	H	Cedar Grove	NJ	07009	4,205.07
74	M	H	Lehi	UT	84043	3,116.17
75	L	H	McDonough	GA	30252	2,093.48
76	S	H	Blanchard	OK	73010	1,611.88
77	C	H	Austin	TX	78744	2,638.19
78	R	H	Catskill	NY	12414	2,586.46
79	J	H	Dows	IA	50071	723.18
80	J	H	Kiel	WI	53042	2,792.86
81	M	H	Jefferson City	MO	65109	2,068.65
82	E	J	Little Rock	AR	72204	3,128.59
83	D	J	Dayton	OH	45431	2,069.17
84	P	J	Central	SC	29630	1,946.06
85	J	J	Oakwood	OK	73658	2,352.65
86	D	J	Santa Maria	CA	93458	3,103.76
87	M	J	Walla Walla	WA	99362	3,966.27
88	W	J	Nashua	NH	03064	2,365.58
89	E	K	Syosset	NY	11791	3,263.60
90	L	K	Vero Beach	FL	32968	2,845.11
91	M	K	St Charles	MO	63303	2,420.41
92	J	L	San Marcos	CA	92069	2,636.64
93	P	L	Austin	CO	81410	1,007.69
94	D	L	Paulden	AZ	86334	3,749.85
95	F	L	Pompano Beach	FL	33069	3,937.63
96	M	L	Milwaukee	WI	53219	3,090.31
97	M	L	Morganville	NJ	07751	2,223.84
98	M	L	Kerrville	TX	78028	2,689.40
99	J	L	Hatfield	MO	64458	2,534.73
100	P	L	Hampton	VA	23669	2,325.75
101	C	L	University City	MO	63130	2,327.82
102	C&K	L	Murrieta	CA	92563	8,469.63
103	P	L	Colcord	OK	74338	2,663.54
104	D	L	Sagamore	MA	02561	2,197.98
105	M	M	San Bruno	CA	94066	2,663.02
106	A	M	Sicklerville	NJ	08081	4,818.05
107	N	M	Chillicothe	OH	45601	3,621.05
108	C	M	Franklinville	NY	14737	1,034.07

	A	B	C	D	E	F
109	W	M	Jacksonville	TX	75766	3,698.13
110	C	M	Norwalk	OH	44857	1,653.78
111	N	M	Hamilton	IN	46742	1,293.23
112	M	M	Clermont	FL	34715	2,637.16
113	W	M	Detroit	MI	48224	2,244.02
114	M	M	North Marshfield	MA	02059	1,758.80
115	R	M	Smithtown	NY	11787	672.48
116	P	M	Hanover	PA	17331	2,326.27
117	L	M	Mankato	MN	56001	1,603.09
118	N	M	Wassaic	NY	12592	1,415.83
119	W	N	Independence	MO	64057	874.22
120	J	N	Owens Village	NY	11429	2,068.65
121	I	N	Deposit	NY	13754	1,370.31
122	A	N	Philadelphia	PA	19139	924.92
123	G	O	Mckenzie Bridge	OR	97413	3,103.76
124	M&J	O	El Paso	TX	79934	6,362.70
125	J&F	O	Coral Springs	FL	33071	4,783.41
126	L	O	Washington	KS	66968	1,447.90
127	R	P	San Diego	CA	92123	2,011.23
128	M	P	Brooklyn	NY	11232	2,663.54
129	C	P	Forest Hills	NY	11375	1,628.44
130	R	P	Princeton	FL	33032	2,534.73
131	A	P	Idaho Falls	ID	83401	1,240.99
132	M	P	Muscatine	IA	52761	1,170.63
133	A	P	Boyle	MS	38730	731.45
134	R	R	Lawrence	IN	46236	2,172.11
135	A	R	San Antonio	TX	78218	1,810.52
136	R	R	Spencer	NE	68777	695.24
137	R	R	Eureka Springs	AR	72632	1,551.88
138	E	S	Lincoln	NE	68502	3,879.70
139	D	S	Alsip	IL	60803	5,690.22
140	C	S	Ann Arbor	MI	48103	2,791.83
141	P	S	Sioux Falls	SD	57105	2,075.90
142	C	S	Alton	IL	62002	4,138.34
143	H	S	Wailuku	HI	96793	2,521.28
144	M	S	Garden Valley	CA	95633	2,301.95
145	G	S	Winston-Salem	NC	27127	1,859.15
146	B	S	Clear Spring	MD	21722	2,079.00
147	B	S	Janesville	WI	53546	1,808.97
148	L	S	Dearborn Heights	MI	48127	4,862.55
149	M	S	Leander	TX	78641	4,395.95
150	S	S	Jacksonville	AL	36265	3,569.32
151	E	S	Louisville	IL	62858	4,535.11
152	A	S	Richmond	VA	23226	5,508.13
153	C	S	Newark	NJ	07102	1,008.72
154	D	S	Albany	NY	12203	1,512.56
155	A	S	Knoxville	TN	37920	847.84
156	A	S	Stetsonville	WI	54480	1,711.20
157	B&J	S	Saint Cloud	MN	56301	1,111.66
158	C	S	North Olmsted	OH	44070	1,118.90
159	C	S	Haverhill	MA	01830	2,120.38
160	P	S	Beavercreek	OH	45431	4,483.38
161	C	S	Sheridan	AR	72150	938.37
162	T	T	Vancouver	WA	98685	821.46

	A	B	C	D	E	F
163	E	T	San Jose	CA	95124	5,744.54
164	G	T	Woodbridge	VA	22193	1,007.69
165	M	T	Fullerton	CA	92835	1,299.96
166	D	T	Nanuet	NY	10954	1,861.22
167	B	T	Dayton	OH	45424	4,344.74
168	H	T	New Kensington	PA	15068	811.63
169	B	T	West Sacramento	CA	95605	2,069.17
170	S	T	Myrtle Beach	SC	29575	1,913.47
171	K	V	Las Cruces	NM	88011	1,707.07
172	C	V	Greenfield	MA	01301	4,422.34
173	L	W	Mount Vernon	OH	43050	1,628.95
174	B	W	Battle Creek	MI	49014	1,707.07
175	T	W	Austin	TX	78753	2,017.44
176	R	W	Ft Wright	KY	41011	1,913.98
177	K	W	Pembroke	NH	03275	1,848.80
178	M	W	Reed	KY	42451	2,276.09
179	M	W	Los Osos	CA	93402	3,763.30
180	J	W	Russellville	MO	65074	986.48
181	T	W	Homer	OH	43027	2,327.82
182	M	W	Saint Matthews	SC	29135	2,367.13
183	A	W	Grants Pass	OR	97526	2,650.61
184	W	W	Dinwiddie	VA	23841	4,034.37
185	E	Y	Cordell	OK	73632	2,218.67
186	N	Y	Murfreesboro	TN	37130	3,697.61
187	P	Z	Lebanon	OR	97355	1,086.32
188						466,167.00