

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**UNITED STATES OF AMERICA** : **CRIMINAL NO. 11-**\_\_\_\_\_

**v.** : **DATE FILED:** \_\_\_\_\_

**BARRY JONES** : **VIOLATION:**  
: **18 U.S.C. § 1341 (mail fraud – 1 count)**  
: **Notice of forfeiture**

**INFORMATION**

**COUNT ONE**

**THE UNITED STATES ATTORNEY CHARGES THAT:**

At all times material to this information:

**BACKGROUND**

1. Defendant BARRY JONES was the principal and owner of Mara Management Services, Inc. (“Mara”).
2. Defendant BARRY JONES, on behalf of Mara, entered into contracts with the City of Philadelphia (the “City”), through multiple agencies, including the City’s Revenue and Water departments, pursuant to which Mara was to provide computer programming, maintenance and support services for the City’s agencies in return for money.
3. Defendant BARRY JONES, on behalf of Mara, also entered into contracts to provide computer consulting professional services for Community Behavioral Health (“CBH”), a not-for-profit charitable corporation contracted by the City to provide mental health and substance abuse services for Philadelphia County Medicaid recipients.
4. The contracts that defendant BARRY JONES, on behalf of Mara, entered into with the City’s agencies and CBH included provisions authorizing Mara to hire

subcontractors to perform some or all of the work contemplated by the contracts. In accordance with those provisions, defendant JONES, on behalf of Mara, hired numerous subcontractors to perform the work contemplated by Mara's contracts with the City's agencies and CBH.

5. The contracts that defendant BARRY JONES, on behalf of Mara, entered into with the City, through its agencies and CBH, contemplated that Mara would receive compensation from the City, through its agencies and CBH, based on the number of hours that defendant JONES and Mara's subcontractors worked on a project multiplied by an hourly rate assigned to each worker.

### **THE SCHEME**

6. From at least approximately July 2004 until on or about June 30, 2008, defendant

### **BARRY JONES**

devised and intended to devise a scheme to defraud the City of Philadelphia and to obtain money and property by means of false and fraudulent pretenses, representations, and promises.

### **MANNER AND MEANS**

It was part of the scheme that:

7. Defendant BARRY JONES, on behalf of Mara, submitted monthly invoices to the City's agencies and CBH, and on these invoices, defendant JONES requested payments for work that he claimed Mara and its subcontractors had performed in connection with its contracts with the City's agencies and CBH.

8. To support the monthly invoices that he sent to the City's agencies and CBH on behalf of Mara, defendant BARRY JONES submitted documentation purporting to

show the work that Mara and its subcontractors had performed for the City's agencies and CBH, including time sheets that purported to show the number of hours that defendant JONES and Mara's subcontractors had spent working on the projects contemplated by Mara's contracts with the City's agencies and CBH.

9. From at least July 2004 through at least June 2008, defendant BARRY JONES, on behalf of Mara, knowingly and intentionally submitted false time sheets to the City's agencies and CBH, for the purpose of defrauding the City, through its agencies and CBH, to pay Mara more money than it was entitled to receive under its contracts with the City's agencies and CBH.

10. On many of the fraudulent time sheets that he caused Mara to submit to the City's agencies and CBH, defendant BARRY JONES intentionally over-stated the number of hours that he and Mara's subcontractors had worked in connection with Mara's contracts with the City's agencies and CBH.

11. For example, defendant BARRY JONES repeatedly submitted documents to the City's Revenue Department, on which defendant JONES claimed that a Mara subcontractor with initials I.S. had worked 160 hours in a month on a project for the Revenue Department, when defendant JONES knew that I.S. had worked only 20 hours on the project that month. Similarly, defendant JONES repeatedly submitted documents to the Revenue Department on which defendant JONES claimed that a Mara subcontractor with initials W.M. had worked 160 hours a month on the contracted project, when defendant JONES knew that W.M. had worked between 75 and 115 hours on the project that month.

12. Additionally, from about 2006 through April 2008, defendant BARRY JONES repeatedly submitted documents to the City's Revenue and Water department on which he claimed that employees of one subcontractor, Peripheral Systems, Inc. ("Peripheral"), had worked on the contracted-for projects with those agencies, even though defendant JONES knew that Peripheral had not worked on any of those projects since December 2005, because defendant JONES had not paid Peripheral for prior work. On numerous occasions between 2006 and 2008, defendant JONES falsely represented to the City's Revenue and Water departments that Peripheral employees had worked 160 hours per month for those agencies, and that Mara was entitled to compensation for that work.

13. In total, between July 2004 and June 2008, defendant BARRY JONES fraudulently inflated by more than 17,000 the number of hours that Mara's subcontractors had worked for the City's agencies and CBH.

14. Additionally, defendant BARRY JONES also represented to the City, through its agencies and CBH, that he personally had spent hundreds of hours per month working on projects covered by Mara's contracts with the City's agencies and CBH, even though defendant JONES knew that he had not worked those hours.

15. In total, between January 1, 2005, and June 30, 2008, defendant BARRY JONES, on behalf of Mara, received more than \$5.9 million from the City in connection with the contracts that Mara had with the Revenue Department, the Water Department, and CBH. In the same time period, defendant JONES paid approximately \$3.2 million to Mara's subcontractors, and kept approximately \$2.7 million for himself, which defendant JONES knew far exceeded

what he and Mara were entitled to receive from the City during this three-and-one-half year period.

16. On or about September 17, 2007, in the Eastern District of Pennsylvania, defendant

**BARRY JONES,**

for the purpose of executing the scheme described above, and attempting to do so, knowingly caused to be delivered by United States mail according to the directions thereon, a check from the City for \$74,240, made payable to Mara, when defendant JONES knew Mara was not entitled to receive that much money from the City.

All in violation of Title 18, United States Code, Section 1341.

**NOTICE OF FORFEITURE**

**THE UNITED STATES ATTORNEY FURTHER CHARGES THAT:**

1. As a result of the violations of Title 18, United States Code, Section 1341, described in this information, defendant

**BARRY JONES**

shall forfeit to the United States of America, any property, real or personal, which constitutes or is derived from proceeds traceable to violations, including, but not limited to the sum of \$1,200,000; and

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendant:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 28, United States Code, Section 2461(c), and Title 18,  
United States Code, Section 981(a)(1)(C).

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**ZANE DAVID MEMEGER**  
**United States Attorney**