

4. In order to conceal that it was providing off-contract products, defendant AIRMATIC submitted false and fraudulent invoices to the City's accounts payable department. Instead of reflecting the unapproved, off-contract products that were actually being provided, the invoices billed for items that were approved pursuant the City's agreements with defendant AIRMATIC.

5. Defendant AIRMATIC inflated the cost of the unapproved, off-contract items and products it provided to the City by an average of approximately 87%.

6. Defendant AIRMATIC profited from this scheme in the amount of approximately \$556,633.03.

7. On or about August 11, 2011, in Philadelphia, in the Eastern District of Pennsylvania, defendant

AIRMATIC, INC.,

for the purpose of executing the scheme described above, and attempting to do so, and aiding and abetting its execution, knowingly caused to be delivered by mail according to the directions thereon, invoice #7100033 from defendant AIRMATIC to the City of Philadelphia, which falsely represented that defendant AIRMATIC provided one bearing assembly for \$1,108.80, when, in fact, defendant AIRMATIC provided 12 asphalt rakes for \$1104.00 thereby billing the City approximately \$92.00 per rake when AIRMATIC's own cost for each rake was only \$46.99.

In violation of Title 18, United States Code, Sections 1341 and 2.

ZANE DAVID MEMEGER
UNITED STATES ATTORNEY