

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**UNITED STATES OF AMERICA** : **CRIMINAL NO** \_\_\_\_\_  
**v.** : **DATE FILED:** \_\_\_\_\_  
**JOSEPH N. REILLY** : **VIOLATION:** **18 U.S.C. § 1341 (mail fraud-1 count)**

**INFORMATION**

**COUNT ONE**

**THE UNITED STATES ATTORNEY CHARGES THAT:**

At all times material to this information:

1. Defendant JOSEPH N. REILLY owned Joseph N. Reilly Real Estate, Inc. (Reilly Real Estate), which managed numerous properties in the Philadelphia area. Defendant REILLY and his employees performed various services for property owners, including collecting payments for rent, real estate taxes and utilities.

2. Reilly Real Estate also paid utility and real estate tax bills from collected funds, tracked income and expenses of properties under its management, forwarded rental payments or other payments from rental accounts to owners. Property owners were provided statements of income and expenses, often on a monthly basis.

3. From in or about 2005 through in or about April 2011, in the Eastern District of Pennsylvania, defendant

**JOSEPH N. REILLY**

devised and intended to devise a scheme to defraud approximately 50 clients of Reilly Real Estate, including Real Estate Partnership No. 1 (“Partnership No. 1”), Real Estate Partnership

No. 2 (“Partnership No. 2”), Real Estate Partnership No. 3 (“Partnership No. 3), M.U., W.I., G.M., G.B.1, G.B.2, J.M., S.S., and W.B., and to obtain money and property by means of knowingly false and fraudulent pretenses, representations, and promises.

#### **MANNER AND MEANS**

It was part of the scheme that:

4. Defendant JOSEPH N. REILLY diverted to himself approximately \$1,048,639 in funds entrusted to him by clients of Reilly Real Estate, and/or maintained in accounts under his control.

5. From in or about at least January 2009 through in or about September 2011, defendant JOSEPH N. REILLY mailed statements on a monthly basis to tenants and landlords. These statements were altered to make it appear that Reilly Real Estate had properly retained rental payments for the benefit of property owners, and had paid real estate tax and utility bills, when in fact defendant REILLY had diverted monies he had received for rents, real estate taxes and utility bills to himself.

#### **THE MAILING**

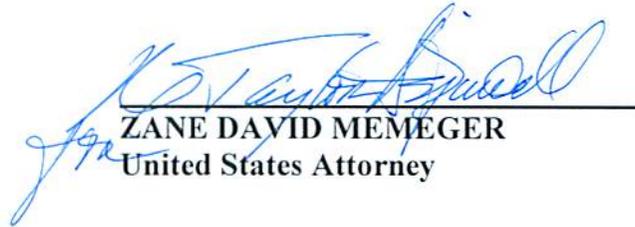
6. On or about June 2, 2009, in the Eastern District of Pennsylvania and elsewhere, defendant

**JOSEPH N. REILLY,**

for the purpose of executing the scheme described above, and attempting to do so, for the purpose of executing the scheme described above, knowingly caused to be delivered by mail according to the directions thereon, a statement from Reilly Real Estate, Philadelphia, PA, addressed to Partnership No. 1, W.I., Chester Springs, PA 19425, which falsely stated that there

was approximately \$490,565.58 in Partnership No. 1's bank account, when in fact the balance was only approximately \$86.80.

In violation of Title 18, United States Code, Section 1341.

  
ZANE DAVID MEMEGER  
United States Attorney