

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA :
 :
 v. : CRIMINAL COMPLAINT
 :
 : Mag. No. 18-7121
 :
 TIFFANY MARSH and :
 KEASAM JOHNSON :
 :

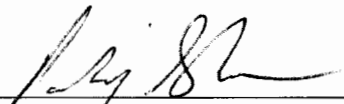
I, Pankaj Sharma, being duly sworn, state the following is true and correct to the best of my knowledge and belief:

SEE ATTACHMENT A

I further state that I am a Special Agent with the Department of Justice, United States Attorney's Office for the District of New Jersey, and that this Complaint is based on the following facts:

SEE ATTACHMENT B

continued on the attached pages and made a part hereof.



Pankaj Sharma, Special Agent
Department of Justice
United States Attorney's Office
for the District of New Jersey

Sworn to before me and subscribed in my presence,
June 25, 2018, in Newark, New Jersey



THE HONORABLE CATHY L. WALDOR
UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A

From at least as early as in or about June 2016 through in or about November 2017, in Essex County, in the District of New Jersey and elsewhere, defendants

TIFFANY MARSH and
KEASAM JOHNSON

and others known and unknown, knowingly and intentionally conspired and agreed to execute, and attempted to execute, a scheme and artifice to defraud a health care benefits program, as defined under Title 18, United States Code, Section 24(b), and to obtain, by means of false and fraudulent pretenses, representations, and promises, money and property owned by, and under the custody and control of said health care benefits program, in connection with the delivery of and payment for health care benefits, items, and services, contrary to Title 18, United States Code, Section 1347.

In violation of Title 18, United States Code, Section 1349.

ATTACHMENT B

I, Pankaj Sharma, am a Special Agent with the Department of Justice, United States Attorney's Office for the District of New Jersey. I have knowledge of the facts set forth herein based on my own investigation, my conversations with other law enforcement officers and others, and my review of reports, documents, and other evidence. Because this Complaint is being submitted for a limited purpose, I have not set forth every fact that I know concerning this investigation. Where statements of others are related herein, they are related in substance and in part. 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. Statements attributed to individuals are provided in substance and in part.

The Parties

1. At all times relevant to this Complaint:
 - a. TIFFANY MARSH ("MARSH") resided in West Orange, New Jersey, and was the owner and operator of TJB Medical Billing Consultants LLC ("TJB BILLING"), through which she provided medical billing services, including the submission of claims to health insurance companies on behalf of providers.
 - b. KEASAM JOHNSON ("JOHNSON") resided in Essex County, New Jersey, and worked as a supervisor in the New Jersey office of a large telecommunications company ("EMPLOYER-1") through the summer of 2017.
 - c. CHIROPRACTOR-1 was a provider of chiropractic services and maintained an office in Essex County, New Jersey.
 - d. CHIROPRACTOR-2 was a provider of chiropractic services and maintained an office in Bergen County, New Jersey.

Background

2. EMPLOYER-1 had a wholly self-funded health insurance plan for its employees. Individuals who received health care benefits through EMPLOYER-1's health insurance plan were referred to as beneficiaries. EMPLOYER-1's health insurance plan was administered by a large insurance company (the "INSURANCE COMPANY").

3. EMPLOYER-1's health insurance plan was a "health care benefit program" as that term is defined by 18 U.S.C. § 24(b).

4. For out-of-network medical services, the INSURANCE COMPANY, on behalf of EMPLOYER-1, would issue reimbursement checks to employees who encountered out-of-pocket expenses. EMPLOYER-1 would then reimburse the INSURANCE COMPANY for payments made to EMPLOYER-1 beneficiaries.

5. A number of MARSH and JOHNSON's coconspirators were employees of EMPLOYER-1.

6. One of MARSH and JOHNSON's coconspirators ("PATIENT COCONSPIRATOR A") was previously employed by EMPLOYER-1 and, during the relevant time period, was an employee of a home health care agency ("EMPLOYER-2"). EMPLOYER-2 had a health insurance plan for its employees. EMPLOYER-2's health insurance plan was administered by the INSURANCE COMPANY.

7. At various times during the relevant time period, PATIENT COCONSPIRATOR A and MARSH resided together in West Orange.

8. EMPLOYER-2's health insurance plan was a "health care benefit program" as that term is defined by 18 U.S.C. § 24(b).

9. CHIROPRACTOR-1 AND CHIROPRACTOR-2 were both out-of-network providers under the EMPLOYER-1 and EMPLOYER-2 health insurance plans.

10. MARSH was employed as a medical biller by CHIROPRACTOR-1 beginning in or about 2005. Beginning in or about 2009, MARSH formed TJB BILLING. From in or about 2009 through in or about 2014, and again from in or about 2016 through in or about November 2017, MARSH performed medical billing services for CHIROPRACTOR-1 through TJB BILLING.

11. MARSH performed medical billing services for CHIROPRACTOR-2 from in or about April 2016 through in or about January 2017.

The Fraudulent Scheme

12. It was an object of the conspiracy for MARSH and JOHNSON to unlawfully enrich themselves by submitting false and fraudulent insurance claims for out-of-network chiropractic services by CHIROPRACTOR-1 and CHIROPRACTOR-2 that were never performed.

13. It was part of the conspiracy that MARSH used her access to the billing software at the offices of CHIROPRACTOR-1 and CHIROPRACTOR-2 in

order to generate false and fraudulent claims for out-of-network chiropractic services in the names of JOHNSON, PATIENT COCONSPIRATOR A, and other individuals who were employed by EMPLOYER-1 (collectively, the "PATIENT COCONSPIRATORS") and their dependents. The claims were made with the knowledge of JOHNSON and the PATIENT COCONSPIRATORS and pursuant to an agreement to divide the criminal proceeds of the conspiracy.

14. For instance, MARSH explained to one PATIENT COCONSPIRATOR that MARSH would bill the INSURANCE COMPANY for services that the PATIENT COCONSPIRATOR would not receive from CHIROPRACTOR-1.

15. MARSH submitted to the INSURANCE COMPANY at least \$130,000 in false and fraudulent claims for out-of-network chiropractic services in the name of PATIENT COCONSPIRATOR A.

16. Once made, the false and fraudulent claims for out-of-network chiropractic services caused the INSURANCE COMPANY to pay out-of-network reimbursement checks to JOHNSON and the PATIENT COCONSPIRATORS on behalf of EMPLOYER-1 and EMPLOYER-2.

17. The PATIENT COCONSPIRATORS then paid over a portion of the reimbursement checks to MARSH in cash. Specifically, according to several of the PATIENT COCONSPIRATORS, MARSH required that the PATIENT COCONSPIRATOR meet her individually and in person in order to pay a portion of the claim reimbursement check to MARSH in cash.

18. From in or about June 2016 through in or about November 2017, MARSH submitted approximately 800 false and fraudulent claims to the INSURANCE COMPANY seeking approximately \$850,000 in reimbursements, which resulted in the payment of approximately \$333,000 for chiropractic services that were never rendered.

19. At least six of the PATIENT COCONSPIRATORS confirmed that they never received any of the chiropractic services from either CHIROPRACTOR-1 or CHIROPRACTOR-2 that were billed by MARSH.

20. CHIROPRACTOR-1 and CHIROPRACTOR-2 each confirmed that they never treated JOHNSON or any of the PATIENT COCONSPIRATORS.