

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Crim. No.
	:	
PUNSON FIGUEROA	:	18 U.S.C. § 1349
a/k/a “Susie”	:	

INFORMATION

(Conspiracy to Commit Health Care Fraud)

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

1. Unless otherwise indicated, at all times relevant to this Information:
 - a. Defendant PUNSON FIGUEROA, a/k/a “Susie,” was a resident of New York and an acupuncturist.
 - b. FIGUEROA owned several businesses that provided acupuncture and other services in New York, New York.

Background

2. The National Railroad Passenger Corporation (“Amtrak”) was a passenger railroad service that operated a nationwide rail network.
3. Amtrak provided its employees with a health care benefit plan (the “Amtrak health care plan”), which insured participating Amtrak employees who paid premiums through monthly payroll deductions (the “Amtrak health care plan participants”). Amtrak’s health care plan is a “health care benefit program,” as defined by 18 U.S.C. § 24(b).

4. The Amtrak health care plan reimbursed providers of medical services, including physicians and medical clinics (collectively, “providers”), that treated Amtrak health care plan participants.

5. The Amtrak health care plan required providers to submit claim forms to receive reimbursement for medical services provided to Amtrak health care plan participants. Among other information, providers were required to include in the claim forms: (1) the Amtrak health care plan participant’s name and ID number; (2) the type of service provided; (3) the date the service was provided; (4) the charge for the service; (5) the diagnosis; and (6) the provider’s name and/or identification number.

6. The Amtrak health care plan paid only medically necessary claims for patients covered under the health care plan. To encourage patients to receive cost-effective and medically necessary treatments, the Amtrak health care plan required participants to pay co-insurance, co-payments, and deductibles.

7. A National Provider Identifier (“NPI”) is a unique, 10-digit number that constitutes a means of identification for health care providers. NPIs are used for medical billing.

8. Devon Burt was an Amtrak employee and co-conspirator not charged in this Information.

9. Co-Conspirator 1 was an Amtrak employee and co-conspirator not charged in this Information.

10. Provider 1 was a physical therapist who resided in New Jersey and a co-conspirator not charged in this Information.

The Conspiracy

11. From in or around January 2019 through in or around June 2022, in the District of New Jersey, and elsewhere, defendant

PUNSON FIGUEROA

did knowingly and intentionally conspire and agree with Burt, Co-Conspirator 1, Provider 1, and others to knowingly and willfully execute a scheme and artifice to defraud the National Railroad Passenger Corporation (Amtrak) Healthcare Plan, a health care benefit 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 benefit 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.

Goal of the Conspiracy

12. The goal of the conspiracy was for defendant FIGUEROA and her co-conspirators to profit by submitting false and fraudulent claims to the Amtrak health care plan for services that were never provided and that were medically unnecessary.

Manner and Means of the Conspiracy

13. It was part of the conspiracy that:

a. Defendant FIGUEROA, Burt, Co-Conspirator 1, Provider 1, and others agreed to engage in a scheme to submit false and fraudulent claims to the Amtrak health care plan for services that were never provided and were medically unnecessary.

b. Defendant FIGUEROA recruited Amtrak employees who were Amtrak health care plan participants to participate in the scheme by paying them cash to allow FIGUEROA to use the employees' patient and insurance information to submit false and fraudulent claims.

c. Defendant FIGUEROA made additional cash payments to Amtrak employees, including Burt and Co-Conspirator 1, for recruiting other Amtrak employees to participate in the scheme. For example, Burt recruited Amtrak employees to the scheme and received cash payments from FIGUEROA for these referrals.

d. Defendant FIGUEROA then submitted false claims to the Amtrak health care plan for services, including acupuncture and physical therapy, that were never provided. The purported dates of service associated with the claims were falsified and at times backdated. When Amtrak health care plan participants came to defendant FIGUEROA's office to receive cash payments, defendant FIGUEROA typically asked them to sign their names multiple times on a sign-in sheet without a corresponding date to leave the impression that they had received services on multiple dates when they had not.

e. For example, on or about June 16, 2021, Co-Conspirator 1 introduced FIGUEROA to an undercover law enforcement agent posing as an Amtrak employee (“J.F.”) at an office in New York, New York. Meetings between FIGUEROA, Co-Conspirator 1, and “J.F.” were video and audio recorded.

f. In a meeting with “J.F.” on or about June 16, 2021, FIGUEROA asked “J.F.” to sign his name approximately thirty times for services purportedly rendered and instructed “J.F.” not to date his signatures.

g. In a separate meeting that day with Co-Conspirator 1, FIGUEROA provided Co-Conspirator 1 with \$2,000 in cash, and told Co-Conspirator 1, in sum and substance, that \$1,000 was for Co-Conspirator 1, \$500 was for Co-Conspirator 1 to provide to “J.F.,” and \$500 was for Co-Conspirator 1 in return for Co-Conspirator 1 referring “J.F.” to FIGUEROA. FIGUEROA told Co-Conspirator 1 that she would gradually start billing “J.F.’s” health insurance and that she would bill back to April, May, and June 2021 for “J.F.” even though she had not even met “J.F.” at that time. FIGUEROA further told Co-Conspirator 1 to tell “J.F.” not to speak to his boss or the insurance company about the money.

h. Thereafter, defendant FIGUEROA submitted and caused to be submitted at least approximately 15 false claims for acupuncture and physical therapy services purportedly provided to “J.F.” in May 2021, all of which pre-dated FIGUEROA’s first meeting with “J.F.” As a result of these false claims, the Amtrak health care plan paid approximately \$3,940.

i. At a second meeting with “J.F.” on or about July 29, 2021, defendant FIGUEROA handed “J.F.” an envelope filled with \$1,000 cash.

j. Although FIGUEROA met “J.F.” on only two occasions, she submitted or caused to be submitted approximately 73 false claims to the Amtrak health care plan for services purportedly provided to “J.F.” As a result of false and fraudulent claims associated with “J.F.,” FIGUEROA caused the Amtrak health care plan to pay approximately \$31,840.77.

k. Defendant FIGUEROA also billed for services purportedly provided by others, including Provider 1. FIGUEROA paid Provider 1 in return for Provider 1’s agreement to allow FIGUEROA to use Provider 1’s NPI, business, and bank account to submit claims for physical therapy services and to receive reimbursements from the Amtrak health care plan on Provider 1’s behalf. After reimbursements were deposited into Provider 1’s bank account by the Amtrak health care plan, Provider 1 and defendant FIGUEROA shared the proceeds.

l. In addition to submitting false and fraudulent claims for services purportedly provided to Amtrak employees, defendant FIGUEROA also submitted false and fraudulent claims for services provided to certain employees’ dependents and family members. Those dependents and family members were also participants in the Amtrak health care plan, but defendant FIGUEROA had never met them.

m. Defendant FIGUEROA conspired with dozens of Amtrak employees, many of whom were New Jersey residents. FIGUEROA communicated with Amtrak employees via phone and text message, including while Amtrak employees were located in New Jersey.

n. Defendant FIGUEROA paid hundreds of thousands of dollars in cash kickbacks to Amtrak employees over the course of the scheme.

o. As a result of the false and fraudulent claims that defendant FIGUEROA submitted and caused to be submitted to the Amtrak health care plan, Amtrak paid at least approximately \$9,049,220.

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

FORFEITURE ALLEGATION

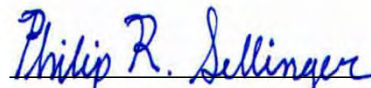
1. Upon conviction of the Federal health care fraud offense charged in this Information, defendant FIGUEROA shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all of her right, title, and interest in all property FIGUEROA obtained that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the offense charged in the Information, including, but not limited to, a sum of money equal to \$6,530,951.93.

SUBSTITUTE ASSETS PROVISION

2. If any of the forfeitable property described above, 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 person;
- (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 subdivided without difficulty;

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.


PHILIP R. SELLINGER
United States Attorney

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v.

**PUNSON FIGUEROA
a/k/a “Susie”**

INFORMATION FOR

18 U.S.C. § 1349

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