2026R00324/JN

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Crim. No. 26-297-KMW
	:	
JANET TADROS	:	18 U.S.C. § 1349
	:	18 U.S.C. § 371

I N F O R M A T I O N

The defendant having waived in open court prosecution by Indictment, the United States charges:

COUNT ONE
(Conspiracy to Commit Health Care Fraud)

1. At all times relevant to this Information:

Individuals and Entities

a. Janet Tadros ("TADROS") was a resident of Union City, New Jersey, who worked as the office manager at a neurology practice in Jersey City, New Jersey (the "Medical Practice").

b. Doctor-1 was a medical doctor who owned and ran the Medical Practice.

c. Individual-1 was the owner of pharmacies in New Jersey including but not limited to a pharmacy that received prescriptions for patient medications from TADROS and the Medical Practice (the "Pharmacy").

d. The Pharmacy was an enrolled Medicare and Medicaid provider and submitted claims for reimbursement to Medicare and Medicaid.

Background on the Medicare and Medicaid Programs

e. Medicare was a federally funded program established to provide medical insurance benefits for individuals aged 65 and older and certain disabled individuals who qualified under the Social Security Act.

f. Medicare was administered by the Centers for Medicare and Medicaid Services, a federal agency under the United States Department of Health and Human Services. Individuals who received benefits under Medicare are referred to as Medicare "beneficiaries."

g. Medicare was divided into four parts, which helped cover specific services: Part A (hospital insurance), Part B (medical insurance), Part C (Medicare Advantage), and Part D (prescription drug coverage).

h. Medicaid was a federal-and-state-funded program established to provide medical insurance benefits for individuals who meet specified financial and other eligibility requirements and lack adequate resources to pay for medical care.

i. Medicare and Medicaid each were a "health care benefit program," as defined in Title 18, United States Code, Section 24(b), and a "Federal health care program," as defined in Title 42, United States Code, Section 1320a-7b(f).

j. Medicare and Medicaid paid for claims only if the items or services were medically reasonable, medically necessary for the treatment or diagnosis of the patient's illness or injury, documented, and actually provided as represented. Medicare and Medicaid would not pay for items and services that were procured through kickbacks and bribes.

k. Pharmacies were typically required to submit claims electronically to Medicare and Medicaid to receive reimbursement.

l. By submitting a claim to Medicare or Medicaid, the provider certified, among other things, that the services rendered to the patient were medically necessary, and were not rendered as a result of kickbacks or bribes.

The Conspiracy

2. From at least in or around December 2023 through in or around November 2025, in the District of New Jersey and elsewhere, the defendant,

JANET TADROS,

did knowingly and intentionally conspire and agree with others, including Individual-1, to knowingly and willfully execute, and attempt to execute, a scheme and artifice to defraud Medicare and Medicaid, both health care benefit programs 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, those health care benefit programs, 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

3. The goal of the conspiracy was for TADROS and her co-conspirators to unlawfully enrich themselves by submitting and causing the submission of false and fraudulent claims to Medicare and Medicaid for prescription medications that were

medically unreasonable and unnecessary, procured through the payment of illegal kickbacks and bribes, and ineligible for reimbursement.

<u>Manner and Means of the Conspiracy</u>

4. It was part of the conspiracy that:

a. TADROS received illegal kickbacks and bribes from Individual-1 in exchange for TADROS's using her position in the Medical Practice to issue and sign prescriptions and prescription refill request forms in Doctor-1's name for high-reimbursement medications and to steer those prescriptions to the Pharmacy so that Individual-1 could bill Medicare and Medicaid for them. Doctor-1, however, did not have a medical relationship with and did not perform any medical examination for many of the beneficiaries purportedly receiving these prescriptions and was not aware—and did not authorize or approve—TADROS issuing the prescriptions sent to the Pharmacy in his name.

b. Specifically, between in or around December 2023 and in or around November 2025, Individual-1 sent TADROS initial prescription and prescription refill request forms coupled with certain personal identifying information of several Medicare and Medicaid beneficiaries. TADROS then used the beneficiaries' information to fill out those prescription request forms and sign Doctor-1's name on the forms without his knowledge and without Doctor-1 having performed any medical examination on the beneficiary. TADROS then sent the signed prescription forms to Individual-1 for him to use to bill Medicare and Medicaid in exchange for cash kickbacks of approximately $3,000 in cash weekly.

c. For example, on or about December 28, 2023, Individual-1 sent TADROS via text message pictures of beneficiaries' insurance cards coupled with their addresses, dates of birth, and phone numbers. TADROS used that information to fill out prescription refill forms for the beneficiaries and signed Doctor-1's name without his permission and despite the fact that Doctor-1 had no medical relationship with the beneficiaries. TADROS sent those signed prescription refill forms to Individual-1 in exchange for a cash kickback, and Individual-1 billed the beneficiaries' insurance companies for those prescriptions.

d. As a result of the scheme, the Pharmacy received a total of approximately $3.2 million in reimbursement payments from Medicare and Medicaid for medically unnecessary prescription claims.

All in violation of Title 18, United States Code, Section 1349.

COUNT TWO
(Conspiracy to Violate the Federal Anti-Kickback Statute)

5. The allegations in Paragraph 1 of this Information are re-alleged here.

6. From at least in or around October 2022 through in or around March 2025, in the District of New Jersey and elsewhere, the defendant,

JANET TADROS,

did knowingly and intentionally conspire and agree with others to knowingly and willfully solicit and receive remuneration, directly and indirectly, overtly and covertly, in cash and in kind, that is, kickbacks and bribes, in return for referring an individual to a person for the furnishing and arranging for the furnishing of any item and service, for which payment may be made in whole and in part under a Federal health care program as defined in Title 42, United States Code, Section 1320a-7b(f), namely, Medicare and Medicaid, contrary to Title 42, United States Code, Section 1320a-7b(b)(1)(A).

Goal of the Conspiracy

7. The goal of the conspiracy was for TADROS and her co-conspirators to unlawfully enrich themselves by paying and receiving unlawful bribes and kickbacks related to their submission and causing the submission of false and fraudulent claims to Medicare and Medicaid for prescription medications.

Manner and Means of the Conspiracy

8. The allegations in Paragraph 4 of this Information are re-alleged here.

Overt Acts

9. In furtherance of the conspiracy and in order to effect its object, TADROS and others committed and caused the commission of the following overt acts, among others, in the District of New Jersey and elsewhere:

a. On or about December 28, 2023, TADROS filled out prescription refill forms for beneficiaries provided by Individual-1 and signed Doctor-1's name without his permission and despite the fact that Doctor-1 had no medical relationship with the beneficiaries. TADROS sent those signed prescription refill forms to Individual-1 in exchange for a cash kickback.

b. On or about July 14, 2025, Individual-1 met with TADROS at the Medical Practice and provided TADROS a cash kickback payment in exchange for providing Individual-1 with prescriptions that he could bill Medicare and Medicaid for reimbursement on behalf of the Pharmacy.

All in violation of Title 18, United States Code, Section 371.

FORFEITURE ALLEGATION

Upon conviction of one or both of the offenses charged in Counts One and Two of this Information, the defendant,

JANET TADROS,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(7), all property the defendant obtained that constitutes or is derived, directly or indirectly, from gross proceeds traceable to the commission of each such offense, and all property traceable to such property.

SUBSTITUTE ASSETS PROVISION

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 Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

ROBERT FRAZER
United States Attorney

Jake A. Nasar
Assistant U.S. Attorney

Approved:

Elaine K. Lou
Chief, Criminal Division

CASE NUMBER: 26-____________

United States District Court
District of New Jersey

UNITED STATES OF AMERICA

v.

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INFORMATION FOR

18 U.S.C. § 1349
18 U.S.C. § 371

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