

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Criminal No. 19-  
 :  
 v. : 18 U.S.C. § 1349  
 :  
 KEASAM JOHNSON :  
 :  
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I N F O R M A T I O N

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:

**The Parties**

2. TIFFANY MARSH (“MARSH”) 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.

3. Defendant KEASAM JOHNSON worked as a supervisor in the New Jersey office of a large telecommunications company (“EMPLOYER-1”) until in or about August 2017.

4. CHIROPRACTOR-1 was a provider of chiropractic services and maintained offices in Essex County and Union County, New Jersey.

5. CHIROPRACTOR-2 was a provider of chiropractic services and maintained an office in Bergen County, New Jersey.

**Background**

6. 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").

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

8. 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 such payments made to beneficiaries.

9. One of MARSH and JOHNSON's coconspirators 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.

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

11. CHIROPRACTOR-1 and CHIROPRACTOR-2 were both out-of-network providers under EMPLOYER-1 and EMPLOYER-2's health insurance plans.

12. At various times during the conspiracy, MARSH and/or TJB BILLING were employed as a medical biller by CHIROPRACTOR-1 and CHIROPRACTOR-2.

### **The Fraudulent Scheme**

13. 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 that were never performed.

14. 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 out-of-network claims for chiropractic services in the names of JOHNSON and other individuals who were employed by EMPLOYER-1 and EMPLOYER-2 (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.

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

16. JOHNSON and the PATIENT COCONSPIRATORS would then pay over a portion of the reimbursement check to MARSH in cash.

**COUNT ONE**

(Conspiracy to Commit Health Care Fraud)

Paragraphs 1 through 16 are re-alleged as if fully set forth herein.

17. From in or around June 2016 through in or around November 2017, in the District of New Jersey, and elsewhere, the defendant,

KEASAM JOHNSON,

did knowingly and willfully conspire and agree with TIFFANY MARSH and others to execute, and attempt to execute, a scheme and artifice to defraud a health care benefit program and to obtain, by means of false and fraudulent pretenses, representations, and promises, money owned by, or under the custody or control of, any health care benefit program in connection with the delivery of or payment for health care benefits, items or services, contrary to Title 18, United States Code, Section 1347, in violation of Title 18, United States Code, Section 1349.

**FORFEITURE ALLEGATION**

18. Upon conviction of the offense of conspiracy to commit a Federal health care fraud offense, contrary to 18 U.S.C. § 1347, in violation of 18 U.S.C. § 1349, as alleged in this Information, the defendant, KEASAM JOHNSON, shall forfeit to the United States, pursuant to 18 U.S.C. § 982(a)(7), all property, real and personal, obtained by the defendant that constitutes or is


derived, directly and indirectly, from gross proceeds traceable to the commission of such offense, including but not limited to \$143,681.79 in United States currency.

Substitute Assets Provision

19. If any of the above-described forfeitable property, 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 defendant KEASAM JOHNSON up to the value of the forfeitable property described above.

  
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CRAIG CARPENITO  
United States Attorney

CASE NUMBER: 19-

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**United States District Court  
District of New Jersey**

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**UNITED STATES OF AMERICA**

**v.**

**KEASAM JOHNSON**

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**INFORMATION FOR**

**18 U.S.C. § 1349**

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**CRAIG CARPENITO**  
*UNITED STATES ATTORNEY*  
*NEWARK, NEW JERSEY*

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*ASSISTANT U.S. ATTORNEY*  
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