SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), is entered into by and between (i) the United States of America, acting through the United States Attorney's Office for the Eastern District of California, on behalf of the Drug Enforcement Administration ("DEA"), on the one hand (collectively, the "United States" or the "Government"); and (ii) Joan Rubinger ("Rubinger"), on the other hand. The United States and Rubinger are collectively referred to herein as "the Parties" and each is individually referred to as a "Party."

RECITALS

A. At all relevant times, Rubinger was a Family Nurse Practitioner who provided consulting services and treatment regimens to patients. She was registered with the DEA to handle controlled substances, holding Certificates of Registration in California (No. MM3336422) and New York (No. MR5666106), and prescribed controlled and non-controlled substances to her clients. The registered address for Rubinger's California DEA registration was in Stockton, California, within the Eastern District of California.

B. As a DEA registrant, Rubinger was required to conduct her operations in accordance with applicable statutory provisions of the Comprehensive Drug Abuse Prevention and Control Act of 1970, 21 U.S.C. §§ 801 et seq., commonly known as the Controlled Substances Act (the "CSA" or the "Act").

C. The DEA is the Department of Justice component agency primarily responsible for administering the CSA and is vested with the responsibility to investigate violations of the CSA.

D. The United States Attorney General, through the United States Attorneys, has primary authority to bring civil actions to enforce the CSA and the regulations promulgated thereunder.

E. The United States contends that it has certain civil claims against Rubinger related to her prescribing and dispensing of controlled substances between November 1, 2019 and June 17, 2024 ("the Relevant Time Period"). Specifically, the United States contends that, during the Relevant Time Period, Rubinger violated the CSA on at least 900 occasions by dispensing controlled substances without any legitimate medical purpose and outside the usual course of professional practice. The United States contends that Rubinger sold controlled substance prescriptions to individuals who were not her legitimate medical patients, with whom she had not established a bona fide medical provider relationship, and/or for whom she failed to identify and document a legitimate medical need for controlled substances.

F. On January 8, 2025, the United States filed a complaint in the U.S. District Court for the Eastern District of California, captioned *United States v. Joan Rubinger*, Case No. 2:25-cv-00091-DAD-JDP ("the Civil Action"), which alleged violations of 21 U.S.C. § 842(a)(1), 21 U.S.C. § 829, and 21 C.F.R. § 1306.04(a) during the Relevant Time Period, based on the conduct described above. The alleged violations of the CSA discussed in Paragraphs E and F are referred to herein as the "Covered Conduct."

G. On or about April 9, 2024, the United States seized funds in the amount of one hundred sixty-nine thousand, seven hundred forty-eight dollars ($169,748.00) from an account held by Rubinger at Bank of America with an account number ending in #4489 (the "Seizure"). The United States contended that the property was subject to seizure pursuant to 21 U.S.C. § 881(b), incorporating 18 U.S.C. § 981(b), and subject to forfeiture pursuant to 21 U.S.C. § 881(a)(6).

H. This Agreement is neither an admission of liability by Rubinger nor a concession by the United States that its claims are not well-founded.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. In consideration of the obligations of the Parties set forth in this Settlement Agreement, Rubinger agrees to pay the total sum of one million, four hundred thousand dollars ($1,400,000.00) (the "Settlement Amount") to the United States, in the manner set forth in Paragraphs 1.a through 1.c below. Rubinger will make the payments to the United States required by Paragraphs 1.a and 1.b by electronic funds transfer pursuant to written instructions to be provided by the Office of the United States Attorney for the Eastern District of California.

   a. Rubinger shall pay six hundred thousand dollars ($600,000.00) to the United States no later than thirty (30) days after the Effective Date of this Agreement, as defined in Paragraph 19 below.

   b. Rubinger shall pay six hundred thirty thousand, two hundred fifty-two dollars ($630,252.00) no later than nine months from the Effective Date of this Agreement, as defined in Paragraph 19 below.

   c. Rubinger hereby agrees that the United States shall retain forevermore the funds obtained through the Seizure, to wit, one hundred sixty-nine thousand, seven hundred forty-eight dollars ($169,748.00), which will be applied to the Settlement Amount. Rubinger expressly relinquishes any and all rights of any kind that she has, may have, or ever claimed to have with respect to those funds and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the United States to retain those funds, and any other rights Rubinger has or may have to challenge the Seizure in any respect.

d. Notwithstanding any other provision of this Agreement, the United States' retention of the Seizure amount as provided in Paragraph 1.c may not be used to satisfy or be deemed to satisfy Rubinger's obligation to make the payments in Paragraphs 1.a or 1.b above.

e. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below and conditioned upon Rubinger's full payment of the Settlement Amount as set forth herein, in consideration of the obligations of Rubinger in this Settlement Agreement, the United States hereby fully and finally releases Rubinger and her heirs, successors, or assigns from any and all liability for civil claims the United States currently has for the Covered Conduct under the Act.

3. Notwithstanding the release given in Paragraph 2 of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Any administrative liability, including without limitation the suspension and debarment rights of any federal agency;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability of any individual other than Rubinger;

f. Any liability based upon obligations created by this Agreement.

4. Rubinger waives and shall not assert any defenses she may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

5. In consideration of the obligations of the United States set forth in this Settlement Agreement, Rubinger hereby fully and finally releases the United States and its employees, servants, agents, agencies, and departments from any and all liability for any civil claims, demands, obligations, actions, causes of action, damages, costs, losses, attorneys' fees, interest, and expenses, including any claims for compensatory or punitive damages, which Rubinger has asserted, could have asserted, or may assert with respect to the Covered Conduct, including without limitation concerning the United States' investigation and litigation of its claims.

6. Rubinger hereby expressly waives all rights she may have by virtue of Section 1542 of the California Civil Code, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. In connection with this Settlement Agreement, Rubinger agrees to surrender the ability to dispense, or to have involvement in dispensing, controlled substances in the future as

described in and by executing the Stipulation for Entry of Permanent Injunction ("Injunction") attached as Exhibit A to this Agreement.

8. The obligations imposed upon Rubinger pursuant to this Agreement and the Injunction are in addition to, and not in derogation of, all requirements imposed upon Rubinger pursuant to all applicable federal, state, and local laws and regulations, including but not limited to the requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder.

9. Nothing in this Agreement shall prevent, preclude, limit or prejudice the United States' rights to enforce the CSA and regulations promulgated thereunder by commencing a civil or administrative action against Rubinger, any entity or enterprise owned or controlled by her, or any of their current and former officers, directors, employees, affiliates, successors, or assigns for violations of the CSA that are outside of the scope of the release for the Covered Conduct as set forth in Paragraph 2 above.

10. If Rubinger fails to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, or any part of it, she shall be in Default of her payment obligations ("Default"). The United States will provide a written Notice of Default, and Rubinger shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule. Notice of Default will be delivered to Rubinger, or to such other representative as she shall designate in advance in writing. If Rubinger fails to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and

payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total.

a. In the event of Uncured Default, Rubinger agrees that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Rubinger for the claims that would otherwise be covered by the releases provided in Paragraph 2 above with any recovery reduced by the amount of any payments previously made by Rubinger to the United States under this Agreement; (ii) take any action to enforce this Agreement in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Rubinger by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Rubinger agrees immediately to pay the United States the greater of (i) a ten percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Rubinger waives and agrees not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Rubinger within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement. Rubinger agrees not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of California. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

12. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity. Furthermore, this Agreement constitutes the complete agreement between the Parties. This Agreement may not be modified unless the modification is in writing and all Parties agree to such written modification.

13. The Parties will cooperate in good faith to effectuate the terms of this Agreement.

14. Each party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement. Rubinger agrees that any and all costs she has or will incur in connection with this matter, including payment of the Settlement Amount, attorneys' fees, costs of investigation, negotiation, and any actions taken related to the terms of the Injunction, shall be unallowable costs for government contract accounting and for purposes of reimbursement through any federal health care program, including but not limited to Medicare, Medicaid, TRICARE, and FEHBP.

15. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion, and any person or entity not represented by counsel hereby represents that he/it has been advised that

he/it has the right to consult with counsel prior to signing this Agreement. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

17. This Agreement is binding on the Parties, and their successors, heirs, and assigns.

18. The Parties agree that this Agreement and any information about this Agreement may be released to the public.

19. The Effective Date of this Agreement is the date of the last signature, below.

20. All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

THE UNITED STATES

ERIC GRANT
United States Attorney

Dated: 3/5/2026 By: ______________________

Colleen M. Kennedy
Tara A. Amin
Assistant United States Attorneys

Counsel for the United States

DEFENDANT JOAN RUBINGER

Dated: 04 March 2026

JOAN RUBINGER

APPROVED AS TO FORM

Dated: 3/4/26

By:

Mark A. Byrne
Jennifer L. Derwin
BYRNE & NIXON LLP

Counsel for Defendant Joan Rubinger