

MAR 13 2025

BEFORE THE VIRGINIA BOARD OF MEDICINE**IN RE: CHRISTOPHER SCHUBERT, M.D.****License Number: 0101-268960****Case Number: 218833****CONSENT ORDER****JURISDICTION AND PROCEDURAL HISTORY**

Pursuant to Virginia Code §§ 2.2-4019 and 54.1-2400(10), a Special Conference Committee of the Virginia Board of Medicine (“Board”) held an informal conference on January 29, 2025, in Henrico County, Virginia, to inquire into evidence that Christopher Schubert, M.D., violated certain laws and regulations governing the practice of medicine in the Commonwealth of Virginia.

Dr. Schubert appeared at this proceeding and was represented by Gerald C. Canaan, II, Esquire, and Ren Klinovskiy, Esquire. At the conclusion of the informal conference, the Special Conference Committee referred the matter to a formal administrative proceeding.

The Board and Christopher Schubert, M.D., as evidenced by their signatures hereto, in lieu of proceeding to a formal administrative proceeding, enter into the following Consent Order affecting Dr. Schubert’s license to practice medicine in the Commonwealth of Virginia.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Christopher Schubert, M.D., was issued License Number 0101-268960 to practice medicine on March 27, 2020, which is scheduled to expire on July 31, 2026.

2. Dr. Schubert violated Virginia Code § 54.1-2915(A)(3), (12), (13), (16), and (18) and 18 VAC 85-20-29(A)(3) of the Regulations Governing the Practice of Medicine (“Regulations”) in the care and treatment of Patient A, a 37-year-old male, in late 2021. Specifically, while employed as an attending psychiatrist at a hospital in Northern Virginia (“Hospital 1”), Dr. Schubert violated professional boundaries and engaged in a scheme to ingratiate himself with Patient A and members of the patient’s

family for his own personal benefit, during and in the month following Patient A's hospitalization, as detailed below.

a. Dr. Schubert became Patient A's treatment provider after Patient A was admitted to Hospital 1 from a local county jail under a temporary detention order ("TDO") with symptoms of psychosis. During Patient A's hospitalization from November 15-29, 2021, Dr. Schubert communicated with the patient's family far more extensively than would be typical for a patient being treated at Hospital 1 with a similar presentation and diagnoses. For this communication, Dr. Schubert initially used employer-provided telephones and his work email account, but he later began using his personal cell phone. Some of the communication related to Patient A's treatment in the hospital (e.g., Dr. Schubert's November 18, 2021, phone call with Relative S regarding naming her as Patient A's authorized representative to consent to medication administration), but much of the communication concerned plans for Patient A's care after discharge, including plans for Dr. Schubert to accompany Patient A to California to ensure that he entered an "executive" substance-abuse rehabilitation facility ("Rehab Center") and a proposal for Dr. Schubert to work as a "concierge" or personal physician for Patient A and/or his extended family. Notably, these discussions, which Dr. Schubert failed to adequately document in the patient's hospital chart, continued after November 22, 2021, when Patient A was deemed competent to make informed decisions about medication and to authorize the sharing of information about his care with third parties.

b. During the 15 days of Patient A's hospitalization, Dr. Schubert had at least 40 phone contacts with outside parties about Patient A, including calls totaling nearly two hours with Relative C, three and a half hours with Relative M, and at least 16 hours with Relative S.¹ Dr. Schubert also communicated with Relative S by email and exchanged more than 250 text messages with her while

¹ This included more than five hours of calls with Relative S during the workday on Thursday, November 18, 2021.

Patient A was hospitalized.² Notably, Dr. Schubert had calls with Relatives C and M prior to November 22, 2021, the date Patient A signed a HIPAA form authorizing such communication. Additionally, Dr. Schubert co-signed a HIPAA form by which Patient A authorized communication with a family business attorney (“Attorney R”), although there was no clear clinical need for such and the patient’s chart lacked a supporting rationale. During the hospitalization, by his own admission Dr. Schubert also spoke with third parties about Patient A, including a child psychiatrist who he knew from residency (“Physician 2”) and staff at the Rehab Center, although he lacked authorization for these contacts and did not document the discussions in the patient’s hospital chart.

c. Relative S was Dr. Schubert’s earliest and most frequent contact. While Patient A was hospitalized, much of this communication involved financial matters and plans to employ Dr. Schubert to provide concierge care after the patient’s discharge. For example:

- On November 18, 2021 (Patient A’s fourth day in the hospital), after speaking with Relative S for the first time, ostensibly to obtain informed consent to medicate Patient A, Dr. Schubert emailed her his CV and paperwork showing that he previously had served as legal guardian for one of his own family members, stating that he hoped the documents “provide you some assurance and comfort so you can look into my resume and understand that [Patient A] is in good hands.”³
- In the afternoon on November 23, 2021 (Patient A’s ninth day in the hospital), Dr. Schubert contacted Relative S by texting her from his personal cell phone. Later that day, from that phone he sent her a link to two Virginia 529 college savings accounts, and provided the account numbers and password, writing: “The account has our address, social [security numbers], phone numbers, and lists you as a designee to receive information. You are welcome to use this one or create another one. You just login and fund it[.]” Shortly after sending this

² Notably, Relative S texted photos of Patient A and his family to Dr. Schubert, and Dr. Schubert sent her a photo of Patient A in the hospital and even sent photos of his own family to Relative S without a legitimate medical purpose and without documenting this communication. On November 24, 2021 (Patient A’s ninth day in the hospital), Dr. Schubert also sent Relative S his own wife’s cell phone number, and that same day Relative S began texting with Dr. Schubert’s wife. Dr. Schubert later explained this as follows: “Evidence based medicine shows it can be beneficial to share certain personal details about one’s life as a provider with patients and families to develop a therapeutic rapport. [Relative S] asked about my wife having a baby and if she could talk to her and I said sure. ... [Relative S] regularly urged my wife to consider an employment arrangement and even offered to ‘pay for the nursery.’” Dr. Schubert further stated that he “felt intimidated into providing [his] wife’s number” to Relative S due to a power imbalance, “though [Relative S] was not intimidating in her request.”

³ Dr. Schubert subsequently explained that he provided this and other identification to Relative S in discussions for possible future employment, as he would for any potential job, because it would be “necessary to conduct a background check.”

message, Dr. Schubert wrote to Relative S, "I can fly with him, wife approved," indicating that his wife had agreed to the plan for Dr. Schubert to accompany Patient A to the Rehab Center in California after discharge.

- In the evening on November 23rd, Dr. Schubert texted Relative S that he soon would be taking three months off from his job at Hospital 1 under the Family and Medical Leave Act, "so I will have plenty of time for [Patient A]. I managed my [family member over whom Dr. Schubert had guardianship, referenced above] for years while working 100hour [sic] weeks, so you need not worry about his care[.]" (The next morning, Dr. Schubert printed out the instructions to apply for a temporary medical license in Patient A's home state.)
- On November 24, 2021, Relative S texted Dr. Schubert about a discussion she recently had with Attorney R, explaining that Attorney R "wants to create a board for [Patient A's] business. I think that's ideal. You could even be on it." She later wrote, "I was just saying to my aunt [redacted] that I should contribute to the [529] fund for me-that way I can have you as my therapist." Rather than declining this offer or explaining why such an arrangement could be a conflict of interest given his ongoing treatment of Patient A, Dr. Schubert replied, "We can work the rest of everything out on Friday [November 26th] or later too.... Happy to help [with] therapy for all in the family. The best therapy for one person is making sure everyone is working on themselves[.]"
- On or before November 24th, Dr. Schubert sent Relative S photos of his social security card, his driver's license, and his wife's driver's license to facilitate the use of a "demo" vehicle from a business owned by Patient A. Later that day, Relative S texted: "Wait-do you both want a demo or just one?" Dr. Schubert replied, "Either, one, two[.] As long as my wife has a nicer car than me it'll be fine[.]"
- On November 26, 2021, Relative S and Dr. Schubert began making plans for the trip. Dr. Schubert offered to pick up Relative S's fiancé ("Relative F") from the airport so that Patient A could be bonded out of jail to his custody, and they discussed arrangements for an executive jet to fly Patient A and Dr. Schubert to California after Patient A's anticipated discharge on November 29th.
- On November 26th, Dr. Schubert texted with Relative S about the Rehab Center's admission documents. Dr. Schubert offered, "If you send me a more legible photo of the wire [transfer by which the facility had been pre-paid], I can try to get you a better price[.]" Later that day, Dr. Schubert told Relative S, "I am in the process of negotiating away the standard bulls**t that comes with these places. If [the clinical director] were to reach out to you, try to keep it a short call and paint me as the decision maker...." He later stated, "I am a contract expert. ...I have destroyed partners at law firms in depositions and embarrassed them In front of their firms. I'll show you some depositions some Time if you're curious[.]" He continued, "My goal is to put myself out of business again and again. If I do a good enough job, people may want to keep paying me out of gratitude and in case someone else in the family needs immediate care. That's what I've done my whole life and I won't stop."⁴

⁴ It is not clear what this comment was referring to, as Hospital 1 was Dr. Schubert's first employment as a physician after completing his medical residency the prior year.

- By text on November 26th, Dr. Schubert told Relative S that he could obtain a specific type of caviar for Patient A to have on the plane, writing, “Just let me know what you want and I’ll make it happen[.]” Relative S replied, “OMG FOR REAL?! You’re too much!” Dr. Schubert responded, “The funny part about that is you haven’t even scratched the surface of seeing what I can do. This kind of stuff is just concierge customer service.” He then opined, “There are laws passed in cali that won’t take effect for 2 years to prevent the massive amount of rehab fraud, deaths in rehab, etc. they’re not even currently required to have Narcan. [Patient A] deserves better[.] And he’ll get it.” Shortly thereafter, Relative S sent Dr. Schubert \$10,000.00 using Apple Pay.⁵
- On November 27, 2021, Dr. Schubert confirmed by text that “Caviar is purchased and being packaged now to be shipped overnight fedex to me with Sunday [November 28th] delivery.” Relative S replied, “Omg he’s going to die!!! THANK YOU!! What do I owe you for that? I also need to figure out what to pay you for ‘expenses.’” Dr. Schubert responded, “First let’s get [Patient A] set up!”

d. While Patient A was still hospitalized, Dr. Schubert expended considerable time and effort preparing for the trip. For example, in addition to the tasks mentioned above, he purchased an airline ticket for himself to return the same day after dropping Patient A off at the Rehab Center, and a return ticket for Patient A for late December, “if he needs it.”⁶ By text on November 27th, he asked Relative S if he should “run [Patient A’s] prescriptions through his insurance or pay cash for them? I’ll pick up today so he has a month supply ready tomorrow [i.e., before discharge.]” Dr. Schubert shared additional details; for example, he told Relative S what foods in addition to caviar would be available on the plane, and the night before the trip (November 28th) at 10:31 p.m., he texted her a photo of the “respectable business attire” he had chosen. According to Dr. Schubert’s own accounting, he made the following purchases in anticipation of the trip:

⁵ Apple Pay is a digital payment sent between cell phones. Regarding the payment, Dr. Schubert later explained, “I had no warning that she was sending me any funds. I had not discussed her sending me any funds. I was not even aware that apple pay existed and could do that. I did not even have an apple pay account on my phone.” Nonetheless, he did not protest or return the money to Relative S. In fact, the next morning (November 27th), Dr. Schubert sent Relative S a screenshot of the Apple Pay transfer, writing, “[Y]ou know how companies frame their first dollar sold, I made this [screenshot] to ensure no private information is disclosed[,] but we both know who this came from.”

⁶ By this point, Relative S had given Dr. Schubert her own credit card information to purchase Patient A’s ticket; she also sent Patient A’s credit card number to Dr. Schubert’s personal email address on November 30th.

Date	Expense	Amount
11/26/21	Verizon LTE phone extender	\$299.99
11/27/21	Kaluga Huso Hybrid Caviar	\$824.00
	Task Rabbit (service that purchased & sent caviar from specialty store in New York to Dr. Schubert's home)	\$180.00
	FedEx (overnight delivery of caviar)	\$108.71
	Toiletries	\$23.31
11/28/21	Wegmans Caviar	\$114.46
	Snacks	\$155.05
	Car Detailing	\$180.00
	Cigarettes	\$15.73
	Gasoline	\$28.38
	Buprenorphine, Metformin, Narcan Copay	\$60.00
Total		\$1,935.63

e. Before the trip, Dr. Schubert reviewed documents and discussed the Rehab Center with Relative S and staff of the facility, although such a task would not typically be part of his job at Hospital 1. On November 27, 2021, he sent Relative S “all the admission documents [Rehab Center] have sent me,” and wrote, “This is a list of questions/response I would like to send them with your permission.” The draft letter included 37 questions and included a request to inspect the facility. Notably, Patient A was referred to as “our patient,” and the letter concluded: “These questions require written responses and I would prefer to not have my time wasted with verbal responses, Sincerely, Dr. Christopher Schubert MD.” Dr. Schubert subsequently sent Relative S a proposed “Addendum” to the facility’s contract, which included the condition that buprenorphine “will be dispensed as prescribed by patient’s physician Dr. Christopher Schubert.” By his own accounting, Dr. Schubert spent three hours communicating with the Rehab Center and 15 hours reviewing the documents and advising Relative S of the “poor suitability of facility and [potential] loss of [\$]60,000 Deposit if patient enters facility [and checks himself out early].”

f. While Dr. Schubert was engaged in the activities described above, he was actively employed full-time at Hospital 1 with a caseload of approximately nine or ten patients, according to Hospital 1.

g. In the early morning on November 29, 2021, Patient A was discharged from Hospital 1 and returned to the county jail from which he originally had been transferred under the TDO. Shortly thereafter, he was bonded out and released to the custody of Relative F, who Dr. Schubert had picked up at the airport earlier. At 11:39 a.m., using his personal cell phone Dr. Schubert texted Relative S a photo of Relative F and Patient A embracing outside of the jail. Dr. Schubert then drove Relative F and Patient A to the airport, and later that day, Patient A and Dr. Schubert boarded the executive jet arranged by Relative S to travel to California, while Relative F returned home.⁷

h. Dr. Schubert and Patient A flew to California in the afternoon on November 29th and stayed two nights, returning on a commercial airline and arriving at Baltimore-Washington International Airport in the morning on December 1, 2021, after Patient A had declined to enter the Rehab Center. After landing, Patient A was taken by a car service to his home in another state, approximately three hours away, and Dr. Schubert returned to his own home. At 3:45 p.m. on December 1st, Patient A texted Dr. Schubert to say that he had arrived home. By Dr. Schubert's own accounting, between 7:00 a.m. on November 29, 2021 (when Patient A had been discharged from Hospital 1), and 11:00 p.m. on December 1, 2021 (the day they returned from California), he spent 52 hours in the presence of Patient A and/or working on his or his family's behalf.

i. Throughout December 2021, outside of the scope of his employment at Hospital 1 and without the knowledge or approval of hospital management, Dr. Schubert remained in contact with Patient A, Relative S, Attorney R, and others regarding Patient A's health and legal issues, including after December 3, 2021, when Patient A was involuntarily hospitalized for approximately 72 hours in his home state after allegedly setting fire to his house (as detailed below in Finding of Fact #3).

⁷ In an interview with a Department of Health Professions ("DHP") investigator in October 2022, Relative S stated that Dr. Schubert initially proposed, then insisted, on taking Patient A to the Rehab Center himself, even though Relative F, who was a registered nurse, had offered to go.

j. In the month after Patient A's discharge from Hospital 1, Dr. Schubert continued to communicate with Patient A and his family members and representatives about Patient A's health status as well as financial matters. This included but was not limited to Dr. Schubert claiming that he was owed money for care and services provided when Patient A was in-patient at Hospital 1 and during the California trip, and discussing potential employment as a concierge physician. For example:

- On December 1, 2021, after Dr. Schubert sent Patient A home from BWI Airport by car, Relative S texted him: "When you have a moment to f*****g breathe-I wanted to know if we should split your \$ we want to give you rn [right now] between the 529 & another acct or what you'd like to do. We'd like to give you \$50k." She subsequently corrected it to "\$59k," adding, "He didn't use it for the rehab & you've gone through hell."
- Later on December 1st, Relative S texted to ask Dr. Schubert if he could speak with Attorney R about her establishing legal guardianship over Patient A. Rather than explain that this would be a conflict of interest given his relationship with Patient A, Dr. Schubert replied that he was "so fried right now" after "a straight 60 hours of crisis care[.]" Shortly after, Relative S responded, "I know it's not about the money but it surely helps a bit to have a bandaid [sic] on it. Would you like all \$60k in one acct?" Dr. Schubert replied, "Seriously, we'll figure out the money stuff soon." Later that day, Dr. Schubert did speak with a partner of Attorney R.
- In the morning on December 2, 2021, Relative S told Dr. Schubert by text that Patient A "hates my guts rn [right now] & told everyone they're to have nothing to do with me. [Business associate of Patient A, hereinafter "Employee 3"] is resigning today & [Relative C] said he's done. Idk what to do." Dr. Schubert responded, "Can you have your attorney draft an agreement between us regarding some type of business relationship. When a patient of a doctor revokes consent to discuss their care with family, we cannot discuss their care. It does not mean that I cannot provide guidance to another person as long as I am not disclosing private information. ...I don't need specific pay structure or anything else, just need that[.]" Relative S responded, "Well, I now won't have a say over that part so I pray you can convey that to [Patient A]. You need to be paid for the hell you endured." Relative S also said that she would email her lawyer "to get that moving."
- Later in the evening on December 2, 2021, from his personal account Dr. Schubert sent Relative S an email with the subject line "Preliminary Accounting." The message included a spreadsheet with a list of "Savings" from the California trip (e.g., "Possible Damages to [expensive California hotel's] Ocean Suite," with the cost listed as "unknown," and "Thanksgiving time without insanity," listed as "priceless"). It also included a long list of "Expenses," including "Anticipated Direct 1:1 Patient Care Monitoring," hotel, food, and multiple items allegedly damaged or destroyed by Patient A during the trip. A few minutes after sending the email, Dr. Schubert texted Relative S: "I emailed you an encrypted preliminary accounting and tried to make it funny as you've been through quite a lot. Let me know if you can't open it." Relative S thanked Dr. Schubert and said that she would look at it "first thing," then moved on to discussing holiday decorations.

- On December 3, 2021, under the subject line “Contract,” Dr. Schubert emailed Relative S a six-page “Executive Employment Agreement,” stating, “If this contract looks fairly good to you, then it is good for me. If you have issues or suggestions, I am open to them. I have opened a Merrill Lynch account as suggested and they report it should be active with [sic] 24-48 hours.” The parties to the contract were Dr. Schubert and Relative S, and it proposed employment for a one-year term (thereafter converting to at-will) beginning December 2, 2021, for an annual salary of \$997,258.08, to be pre-paid quarterly. The first quarterly payment of \$249,314.52 was due upon signing, and would serve as “payment for services rendered for the fourth quarter of 2021.” Under the agreement:
 - Dr. Schubert would remain on leave from Hospital 1 for a minimum of 3 months from the date of the contract “in order to provide continued crisis care to [Patient A] and family.” Further, Dr. Schubert “will not provide any other medical care... to any other patients during this time.”
 - He would be available “24 hours a day/7 days a week and try to answer all calls by [Relative S] and her designated assignees immediately.” Further, he would “consult with any and all parties designated by [Relative S] including, but not limited to, doctors, lawyers, social workers, family members, and any persons not otherwise precluded by law.”
 - Dr. Schubert would provide psychiatric care to Patient A “to the best of his ability,” but “shall not be expected to provide more than 4,380 hours of service” per year. This would also include psychiatric, pediatric, and child psychiatric care for Relative S, Relative F, and their children “in amounts not to exceed 520 hours per year.”
 - He would “endeavor to take all possible flights in order to provide medical transportation for [Patient A],” and he would be reimbursed for incurred expenses, including travel, meals and hotel accommodations upon submission of vouchers or receipts.
- On December 3rd, shortly after sending the above email, Dr. Schubert texted Relative S: “Contract emailed! Was calling so you could hear from [my] wife that she is onboard.”
- On December 5, 2021, Relative S texted Dr. Schubert, stating that she was scheduled to talk with a new attorney, but that in the meantime, Relative C “did tell me the lawyer advised him/me not to spend anything more personally” on Patient A’s care. She continued, “He wants to see [Patient A’s] entire ‘I owe you’ status at this point[,] just when we have our first real chat tomorrow am [sic].”
- On or about December 5, 2021, Dr. Schubert texted Relative S, “If not for the \$60,525.94 in expenses racked up by [Patient A during the California trip], I would not be sending this over the weekend.” He then stated that he tried to attach a file to an email, but it was too large for her account to accept, and he asked for another address. He further stated, “The Merrill Lynch account should be active if that is preferable. I have included the original excel document with call logs and a column for your expenses as well if you should choose to invoice [Patient A] or his company for all of the work that you have been doing.”

- On December 6th, Dr. Schubert texted Relative S that it was his understanding that the family's attorneys were concerned he "could be taking advantage of a family in a place of desperation" and that they "have advised your family that...Despite being assured via text message and phone by you on numerous occasions, I should not be paid or reimbursed for expenses." He continued, "On my credit card, I have massive expenses for additional flights and hotels with the receipts.... I truly empathize with the anguish your family is going through and understand [Patient A's home state] law makes guardianship harder if a family member is paying for the expenses of their loved one. With that being said, the agreements were between us for the work I was doing. ...I am being asked to continue to work [in relation to another matter involving Relative F, described further below] while being told I will not be paid. ... I hope we can figure out a solution to this problem before I do additional work that I am not compensated for."
- When it became clear that Relative S was not going to pay him or employ him, Dr. Schubert began asking Patient A to pay for services provided and to enter into an employment agreement. For example, on December 14, 2021, he sent the following letter:

Dear [Patient A]

I have been spending a lot of time thinking about you. Hope you are well. My obligation is to you as my patient. Traditionally, he who pays the piper calls the tune.

I would like to continue helping you. Am I correct in my assumption that you wanted to call the tunes? You would prefer to make your own decisions, pay your own expenses and not be dependent on [Relative S]? Is this correct?

If so, we just need to resolve who the boss is.

Sincerely,
Dr. Schubert

- In the afternoon on December 15, 2021, Patient A texted Dr. Schubert to ask for advice about a ring stuck on his swollen finger. After receiving a photo of the finger, but prior to providing any medical advice, Dr. Schubert wrote, "The expense report has some private information on it. Do you want me to email, text, and/or mail it to you?" Dr. Schubert then gave instructions about the finger, and Patient A said, "Doc you should come here and be my personal doctor." Shortly after, Dr. Schubert texted an expense report covering the period of November 28, 2021, through December 1, 2021, which gave expenses for the California trip as \$127,746.66.
- After sending the expense report to Patient A, Dr. Schubert texted, "Let's talk [about a new] business proposal after old business is finalized!" and then told Patient A to "Read the whole thing. The expenses are listed separately and broken down." Patient A responded, "If I pay you I need you to commit to be my personal [sic] at all times and also my company's doctor so I may employ you. Deal?" Dr. Schubert replied, "I'm happy to be your personal doctor. I already started working on my [other state] license. Right now covid has waived requirements [so] that I can use my Virginia license and treat you from here while you're there but I still need them to authorize me to practice in [Patient A's home state]." After more discussion about licensure, Patient A wrote, "We'd have to set

up you [sic] to make weekly or monthly visits.” Dr. Schubert then gave some medical advice about the finger injury. Later that evening, Dr. Schubert sent the expense report again, including some additional calculations in the texts to show the total amount owed as \$204,912.86. He then wrote, “I will have the caviar [that had not arrived from New York in time for the California trip] and nice letter [Relative S] wrote to you mailed out tomorrow. I hope your finger feels better. Good night[.]”

- On December 16, 2021, Dr. Schubert texted Patient A to point out that he had updated the final page of the 13-page expense report and invoice document to reflect funds previously expended by Relative S. He also said that he would be sending “original receipts, insurance card, MasterCard provided by jail loaded with your money, caviar, letter [from Relative S] to you, and a paper copy of this [expense report] pdf via FedEx overnight.”
- On December 17, 2021, Dr. Schubert texted with Employee 3 about the expense report, and he directed Employee 3’s attention to the documents in the FedEx package. That same day, \$100,000.00 was wired from Patient A’s account to Dr. Schubert’s Merrill Lynch account.
- On December 20, 2021, around 6 p.m., during a text conversation with Patient A about various subjects -- including his finger injury and whether Dr. Schubert would come to look at it -- Dr. Schubert sent another copy of the invoice.
- On December 22, 2021, Dr. Schubert sent password-protected emails to Patient A and Attorney R that included the following attached files: “Asset Medicine Contract [Patient A’s initials],” “Asset Medicine Enrollment Forms,” “Asset Medicine Privacy Policy,” and “[Patient A’s initials] Itemized Invoice.”

k. In an interview with the DHP investigator in January 2023, Patient A stated that in or about mid or late December 2021, Dr. Schubert came to see him at his home and brought him a contract. Patient A reported that Dr. Schubert offered to be his private physician, as well as the “in-house” physician for Patient A’s business. Patient A stated that Dr. Schubert wanted to be paid between \$200,000.00 and \$500,000.00 per year, and that Dr. Schubert told him he had applied for a medical license in Patient A’s state of residence.

l. In his interview with the DHP investigator, Patient A stated that Dr. Schubert told him Relative S owed him \$200,000.00, and when Patient A asked, “For what?” Dr. Shubert stated, “Your care and everything I have done for you.” Patient A said that Dr. Schubert sent him spreadsheets showing the claimed expenses. Patient A said he gave in to Dr. Schubert’s pressure and gave him \$100,000.00.

He further stated that Dr. Schubert subsequently wanted “the other half” of the money and continued asking about the employment contract. Patient A said that Dr. Schubert “really started pushing me to sign the contract,” and that he also asked for cars for himself and his wife. In fact, Patient A’s business did provide Dr. Schubert with the use of a new vehicle from approximately December 18, 2021, through January 5, 2022.⁸

m. Dr. Shubert continued to interact with Patient A through late December 2021 by phone, text message, and in person, including to provide medical advice about the finger injury that Patient A first asked about on December 15th (noted above). By Dr. Schubert’s own admission, “Contract negotiations were ongoing for several weeks,” and he and Patient A met “at a restaurant in Maryland” to review a sample employment contract. Dr. Schubert also encouraged Patient A to relocate his business to Virginia and he arranged for Patient A to tour an apartment in Washington, D.C., on December 23, 2021, texting the address to him and saying, “we’re set for a tour, meet there?” In relation to the apartment, Dr. Schubert obtained a copy of the proposed lease and three months’ worth of Patient A’s bank statements, as well as information on activating the utilities.

n. In his interview, Patient A stated that in December 2021, Dr. Schubert visited him at his home and business, and he reported spending the Christmas holiday at Dr. Schubert’s home in Virginia. During this time they also discussed a business opportunity relating to a potential patent.⁹

o. In his interview with the DHP investigator, Patient A stated that he had not heard from Dr. Schubert after December 27, 2021, the day he had returned from the Washington, D.C., area to his home state to face criminal charges related to the fire at his house. He said that he viewed Dr. Schubert

⁸ Notably, Dr. Schubert left his personal vehicle, including the keys and title, at Patient A’s business in Patient A’s home state when he took possession of the “demo” vehicle, indicating that he may have been expecting to exchange his car for the new vehicle after a proposed one-month trial period. However, Employee 3 appeared to cancel such an arrangement in early January 2022, after Patient A had been taken into custody in relation to the fire at his home.

⁹ This was described by Dr. Schubert as “a device to assist in learning piano” and “an invention that uses lasers to teach people how to play the piano.” In his interview with the DHP investigator, Patient A stated that Dr. Schubert wanted money to get the product off the ground, and that everything Dr. Schubert did and said was a “manipulation to get his money.”

as a “good friend,” but that “His friendship turned into manipulation, one hundred percent.” He further said that Dr. Schubert’s “whole agenda” was “trying to get money” from him.

p. As a result of his interactions with Patient A and members of the patient’s family, Dr. Schubert received personal benefits, including \$10,000.00 from Relative S, \$100,000.00 from Patient A, the executive jet flight to California, and use of a new vehicle for several weeks. By Dr. Schubert’s admission to the DHP investigator, as of November 2, 2022, he also still had possession of personal property belonging to Patient A, including clothing/accessories, decorative items, and an acoustic guitar.

3. Dr. Schubert violated Virginia Code § 54.1-2915(A)(3), (4), (13), and (16) in the care and treatment provided to Patient A in late 2021. Specifically:

a. Although he was aware that Patient A had been diagnosed with alcohol use disorder, moderate; cannabis use disorder, moderate; drug-seeking behavior; opioid abuse; and co-occurring mental health conditions, Dr. Schubert failed to appropriately refer Patient A for substance-abuse treatment or other mental health care following the patient’s November 30, 2021, discharge from Hospital 1, where he had been held under a TDO for 15 days. Detailed discharge planning was not typically handled by psychiatrists at Hospital 1, but Dr. Schubert agreed to assist Patient A’s transition after discharge by accompanying him to the Rehab Center in California (as described above). After voluntarily accepting this responsibility, which was outside of the scope of his employment with Hospital 1, Dr. Schubert advised Patient A and Relative S (who at the time was communicating with Patient A) that the Rehab Center was not an appropriate placement. However, when Patient A and Dr. Schubert returned from California on December 1, 2021, Dr. Schubert did not refer Patient A for other appropriate follow-up care or coordinate care with Patient A’s prior outpatient treating provider(s).

b. Based on extensive communication with Patient A’s family and his interaction with Patient A during the trip to California, Dr. Schubert knew that Patient A remained extremely unstable after his discharge from Hospital 1. For example, Dr. Schubert was aware of Patient A’s longstanding

history of substance abuse and multiple episodes of manic and/or volatile behavior, including at least one suicide attempt, other mental health hospitalizations, and prior involvement with law enforcement or criminal charges. Additionally, by his own report to Relative S, Dr. Schubert observed Patient A “reliving trauma” on the jet flight, such that he dispensed or administered unspecified medication to Patient A.¹⁰ Dr. Schubert also was aware of a pattern of property destruction, including Patient A causing extensive damage to his own home in or about October 2020, which had been witnessed by at least one family member who at the time and subsequently feared for her safety. Further, on the California trip, Dr. Schubert personally witnessed volatile behavior, including Patient A burning car seats with cigarettes, damaging medical equipment during the jet flight, burning or otherwise destroying multiple items of clothing, absconding alone for several hours during the trip, destroying two cell phones, climbing into bed with Dr. Schubert at the hotel, and acting in such a manner that they were asked to leave the luxury hotel for inappropriate behavior. Despite this knowledge, when Patient A and Dr. Schubert arrived back in the Washington, D.C., area on December 1, 2021, Dr. Schubert sent the patient home alone by car service, without a cell phone and with no plans for follow-up treatment for his substance abuse and mental health diagnoses. Approximately 36 hours after returning home alone, Patient A allegedly set fire to his house, for which he subsequently was charged with felony arson and multiple counts of misdemeanor reckless endangerment.¹¹

c. After Relative S told Dr. Schubert in the early morning on December 3, 2021, that Patient A had been taken from the scene of the fire to a nearby hospital in his home state, Dr. Schubert called the hospital to report that Patient A “is an immediate danger to himself and needs to be placed on a

¹⁰ By Dr. Schubert’s own admissions, he obtained “Emergency Medication (Abilify, Klonopin [sic], Lorazepam)” for the trip, in addition to filling Patient A’s discharge prescriptions (named by Dr. Schubert as buprenorphine, metformin, Narcan, and Abilify) at a retail pharmacy on his behalf on November 28, 2021.

¹¹ According to police reports, 11 different fire departments from multiple counties and approximately 75 firefighters were required to combat the fire over the course of several hours.

hold with direct supervision by staff or police immediately. If they won't do that they should arrest him for Arsen [sic] to ensure he does not leave and kill himself. I let them know he had revised his will in the past month and to review his phone messages with me to confirm I am his doctor." Dr. Schubert then spoke with physicians at the hospital and requested lab testing on Patient A's blood.¹² Despite representing to providers at the out-of-state hospital that he was Patient A's treating physician, when Dr. Schubert resumed communicating with Patient A on December 7, 2021, he failed to refer Patient A for follow-up treatment for his substance abuse and mental health diagnoses and/or inform Patient A that he was no longer acting as his treating physician.

d. After Patient A was discharged from the hospital in his home state on December 6, 2021, for the next several weeks Dr. Schubert continued extensive interactions with Patient A (as described in Finding of Fact #2) without providing and/or referring Patient A for appropriate mental health care and/or substance abuse treatment. During that time, Patient A likely was under the impression that Dr. Schubert was his treating physician, often calling him "Doc" in their text exchanges and asking for medical advice on several occasions after injuring his finger on December 15th.

4. Dr. Schubert violated Virginia Code § 54.1-2915(A)(3), (13), (16), and (18) and 18 VAC 85-20-26(C) of the Regulations in that he failed to keep timely, accurate, and complete medical records for Patient A in November and December 2021. Specifically:

a. Medical records for Patient A's care at Hospital 1 (November 15-29, 2021) did not include significant relevant information. For example:

- Dr. Schubert failed to appropriately document information obtained during his extensive communication with third parties about Patient A, including Relatives C, M, and S, Physician 2, and staff at the Rehab Center.

¹² Dr. Schubert likely was requesting drug screening to support a possible legal defense related to possible criminal charges. A urine drug screen at the hospital was positive for buprenorphine, benzodiazepines, amphetamines, and marijuana. Of note, Dr. Schubert included communication with staff of this hospital on the "Itemized Provider Billing" that he sent to Relative S and Patient A; he described this communication as "Provided verbal confirmation of need for r [sic] suboxone" and billed \$300.00 for his time (0.25 hours at \$1,200 per hour) for said contact(s).

- Dr. Schubert failed to document alleged pressure he received from others regarding the timing of Patient A's discharge from Hospital 1 and his decision-making process in response to such pressure.
- Dr. Schubert failed to update the hospital discharge summary to reflect the type and/or quantities of medication that he prescribed (e.g., 30 days' worth of buprenorphine (C-III) rather than the standard discharge quantity).

b. Dr. Schubert failed to document prescribing, dispensing, and/or administering Klonopin (clonazepam, C-IV), Zofran, and/or Risperdal or other antipsychotic/mood stabilizers during the trip to California or otherwise after Patient A's discharge from Hospital 1.¹³

c. Dr. Schubert failed to document relevant medical information obtained during the November 29-December 1, 2021, California trip (e.g., his determination that the Rehab Center was not an appropriate placement, the patient's refusal to enter the Rehab Center or another similar facility in California, the patient's significantly unstable behavior on the trip, and the circumstances leading to a "welfare check" or similar interaction with the county sheriff's department at the hotel on or about November 30, 2021), as well as afterward (e.g., the fire at Patient A's home; the three-day involuntary hospitalization after the fire and communication that Dr. Schubert had with hospital staff regarding placing the patient under a suicide watch; and multiple discussions with Patient A regarding his finger injury).

d. Dr. Schubert failed to document the circumstances leading to his loss of contact with Patient A in late December 2021 and/or whether he discharged Patient A as his patient.

e. In relation to the instant matter, Dr. Schubert produced several copies of an eight-page typed document that was not part of the record at Hospital 1. Although the document does not contain dates, nor is it written like a traditional SOAP or psychiatric examination note, it includes information obtained during Patient A's treatment at Hospital 1. In this document, presumably referring

¹³ In his interview with the DHP investigator in January 2023, Patient A stated that Dr. Schubert gave him medications without telling him what the medications were. He also stated that he never had to go to the pharmacy because Dr. Schubert gave him all the medications. As detailed above in Finding of Fact #2(d), Dr. Schubert picked up several prescriptions for Patient A at a retail pharmacy shortly after midnight on November 29, 2021.

to the patient's chart at Hospital 1, Dr. Schubert wrote that he "Prevent[ed] features of highly personal care from being entered into record with knowledge of regular breaches of medical records, protecting entire family from losing this personal information[.]" Even if such a nonstandard protocol served a valid therapeutic purpose, Dr. Schubert failed to document in the patient's hospital chart the existence of a "private" record, thus affecting continuity of care because others receiving or reviewing the chart would have no knowledge of the existence of such a document.

f. Dr. Schubert failed to appropriately document and/or maintain copies of any revocation and/or reinstatement of permission to share information with third parties made by Patient A (e.g., Patient A's request by text message on December 1, 2021, for Dr. Schubert to stop sharing information with Relative S, to which Dr. Schubert responded on December 2, 2021, "As my patient, you have the right to determine who I am allowed to talk to in regards to your care or even that you are receiving care from me. I'll get the paperwork together this weekend for you!").

5. Dr. Schubert violated Virginia Code § 54.1-2915(A)(3), (13), (16), and (18), and 18 VAC 85-20-27(A) of the Regulations by breaching Patient A's confidentiality and/or engaging in discussions involving an actual or potential conflict of interest between Patient A and third parties without ensuring that Patient A had consented to such, as detailed below.

a. Dr. Schubert spoke with Relatives C and M at length prior to November 22, 2021, the date Patient A signed Hospital 1's HIPAA form authorizing such communication.

b. After Patient A was deemed on November 22, 2021, to have regained the capacity to consent to medication administration and Relative S's status as authorized representative was changed to inactive, without authorization Dr. Schubert continued to share confidential information with Relative S through Patient A's discharge from Hospital 1.¹⁴

¹⁴ For this matter, Dr. Schubert produced a HIPAA form authorizing communication between staff of Hospital 1 and Relative S, which purportedly was signed by Patient A on November 18, 2021. This form was not included in Patient A's hospital chart,

c. On November 28, 2021, during the course of transmitting a prescription for buprenorphine to a retail pharmacy via facsimile, Dr. Schubert included extraneous information regarding Patient A's substance-abuse disorder diagnosis and planned treatment without the written consent of the patient, in violation of 42 U.S. Code § 290dd-2 and/or 42 C.F.R. Part 2.

d. Following Patient A's discharge on November 29, 2021, on multiple occasions Dr. Schubert shared confidential information with Relatives C and S, and Attorney R,¹⁵ as well as another attorney in his firm, without authorization.

e. On December 1, 2021, Patient A informed Dr. Schubert by text that he wanted Dr. Schubert to stop speaking with Relative S about him; Dr. Schubert acknowledged this request but continued to communicate extensively with Relative S about Patient A, including speaking with family attorneys at Relative S's request.

f. Following Patient A's discharge from Hospital 1 on November 29, 2021, and continuing through December 2021, Dr. Schubert communicated about Patient A on numerous occasions with Relatives C and S, and at least two attorneys representing Patient A's family, regarding Patient A's whereabouts, his health status, and/or potential legal issues, although Patient A's interests likely conflicted with those of the other parties on these matters. The discussions included topics such as Relatives C and S potentially obtaining legal guardianship over Patient A, attempts to obtain an involuntary mental health hospitalization of Patient A in California or "forcing" him to enter a substance-abuse treatment facility during the California trip, possible "unwinding" or restructuring of Patient A's business in his home state,

raising issues of authenticity. To the extent that the document is genuine, however, it is invalid, as Patient A did not have the legal capacity to sign such a document prior to regaining capacity on November 22, 2021. Moreover, on its face the document does not provide authorization for Dr. Schubert to share confidential information with Relative S outside of his role as a physician at Hospital 1.

¹⁵ For this matter, Dr. Schubert produced a HIPAA form authorizing communication between staff of Hospital 1 and Relative C and Attorney R, which was signed by Patient A on November 22, 2021. The form does not name Dr. Schubert specifically, but authorizes Hospital 1 to provide confidential information as directed under the form; thus, the form did not grant authorization to Dr. Schubert to share information about Patient A outside of his role as a physician at Hospital 1.

obtaining an involuntary mental health hospitalization of Patient A in his home state, and issues related to Patient A's arrest in his home state in December 2021. Although the interests of Patient A and the third parties likely were adverse in many of these matters, there is no evidence that Dr. Schubert made Patient A aware that he was having such discussions with the third parties while he was acting as Patient A's medical provider.

g. On November 30, 2021, when it appeared during the trip to California (discussed above) that Patient A would not voluntarily enter the Rehab Center, Dr. Schubert contacted another substance-abuse treatment center in California and by his own admission "provided voluntary referral information" about Patient A to that facility. Dr. Schubert has not produced documentation showing that he had Patient A's authorization to share private information with the other treatment facility.

h. Without authorization or a legitimate medical purpose relating to the treatment of Patient A at Hospital 1, Dr. Schubert accessed documents generated at Hospital 1 and emails he received about Patient A during the course of his employment at Hospital 1, and took photos of the documents/emails and/or forwarded the documents/emails to his personal email account, as follows:

- On November 18, 2021, Dr. Schubert took photographs of at least two documents relating to Patient A;
- On November 23, 2021, Dr. Schubert forwarded to his personal account at least one email relating to Patient A that Relative S originally sent to his work email address;
- On December 4, 2021 (after Patient A was discharged from Hospital 1), Dr. Schubert forwarded to his personal email account at least five emails relating to Patient A that Relative S originally sent to his work email address; and
- On December 4, 2021, Dr. Schubert forwarded to his personal email account an internal Hospital 1 email from November 18, 2021, which included Patient A's bond documents from the local jail.

The above contain confidential information about Patient A and members of his family.

i. On or about November 23, 2021 (Patient A's ninth day at Hospital 1), Dr. Schubert began sharing information about Patient A with his own spouse without authorization or medical justification. By Dr. Schubert's admission, his spouse also prepared the "preliminary accounting" and/or

expense report/invoice documents that he submitted to Relative S, Patient A, and Attorney R in December 2021 (as detailed above in Finding of Fact #2(j)); these documents included names of medications prescribed or administered to Patient A, among other confidential information.

6. Dr. Schubert violated Virginia Code § 54.1-2915(A)(1) and (16), in that he engaged in fraudulent or deceptive behavior in the practice of medicine, as follows:

a. To prevent Hospital 1 from being fully aware of his activities, Dr. Schubert used and instructed outside parties to use his personal cell phone number for communication about Patient A.

b. On November 26, 2021 (prior to Patient A's discharge from Hospital 1), while discussing his concerns about the contract for the Rehab Center, Dr. Schubert told Relative S by text: "He'll [referring to Patient A] definitely be going there and staying, but I'll be making sure the forms they had intended on bullying him to sign are reviewed. If he signs anything that would cause him any distress, I'll challenge it in court and testify to his inability to have capacity to sign." It was improper and unethical for Dr. Schubert to imply that he would testify under oath that Patient A lacked the capacity to sign a contract, regardless of the truth of such a statement.

c. On Monday, November 29, 2021, Dr. Schubert falsely represented to his supervisor that he was at home providing childcare¹⁶ while teleworking for Hospital 1; in fact, shortly after 7:00 a.m. Dr. Schubert picked up Relative F at the airport, drove him to the local jail to have Patient A released to his custody, then returned to the airport to travel to California with Patient A. Likewise, on Tuesday, November 30, 2021, Dr. Schubert declined a meeting request from his supervisor by stating that he had a migraine headache, when in fact he was in California with Patient A. Additionally, Dr. Schubert logged

¹⁶ In his written response to Hospital 1 in relation to the facility's disciplinary process (submitted in or about late February 2022), Dr. Schubert made a similar representation, as follows: "[O]n the morning of November 29, 2021, I was at home providing childcare."

into the timekeeping system used by Hospital 1, indicating that he was teleworking, on Monday, November 29, 2021; Tuesday, November 30, 2021; and Wednesday, December 1, 2021.

d. In December 2021, as detailed above in Finding of Fact #2, Dr. Schubert attempted to obtain payment from Relative S, Patient A, and their agents for treatment and services that he performed on Patient A's behalf while the patient was hospitalized under a TDO at Hospital 1. Specifically, as part of discussions with Patient A and his family relating to potentially hiring Dr. Schubert as a "concierge" physician, Dr. Schubert submitted an expense report and invoice to Relative S and/or Patient A or their representatives which included the following line items for telephone contacts occurring while he was employed and working for Hospital 1:

Party	Dates	Item	Hourly Rate	Total
Relative M	11/21/21-11/22/21	4 phone contacts for a total of 3.5 hours of billed time ¹⁷	\$2,400/hour	\$8,400.00
Relative S	11/23/21-11/28/21	14 phone contacts for a total of 7.25 hours of billed time	\$500/hour	\$3,625.00
Physician 2	11/18/21-11/27/21	6 phone contacts for a total of 1.5 hours of billed time	\$1,200/hour	\$1,800.00
Total				\$13,825.00

The expense reports also included \$9,000.00 in "provider billing" charges (18 hours at \$500 per hour) for Dr. Schubert's "Review of [Rehab Center] Admission Documents" and his communication with staff of the Rehab Center (described as "Insisted upon receiving admission documents, address to sober living house in order to determine patient suitability"). Text messages between Dr. Schubert and Relative S show that he spent time on these tasks on Friday, November 26, 2021, including contacting the Rehab Center during typical work hours at Hospital 1, as well as on Saturday, November 27, 2021 (two days before Patient A was discharged from Hospital 1). In addition to management at Hospital 1 being unaware of the excessive time he was spending on Patient A while he had other patient care responsibilities, Dr.

¹⁷ For the phone contacts listed here, the spreadsheets prepared by Dr. Schubert rounded every 1-minute contact (presumably for leaving or listening to voice mail messages) up to 0.25 billable hours.

Schubert was prohibited from soliciting or receiving payment for the above activities pursuant to Virginia Code § 2.2-3103(1) and (4).

e. In early December 2021, at the request of Relative F, Dr. Schubert prepared a letter providing medical clearance for Individual 4 (an elderly family member of Relative F) to comply with COVID-19 pandemic travel restrictions (i.e., providing medical certification that the family member was “fit to fly”), and ordered or prescribed oxygen supplementation for Individual 4 for the trip. Dr. Schubert prepared these documents without speaking with or meeting Individual 4.

7. Dr. Schubert violated Virginia Code § 54.1-2915(A)(16) and (18), and 18 VAC 85-20-26(A) and (C) and 18 VAC 85-20-27(A) of the Regulations by failing to properly manage patient records and failing to adequately protect the privacy and confidentiality of patient information, as follows:

a. Without authorization or a valid medical purpose, after his employment at Hospital 1 ended,¹⁸ Dr. Schubert retained in his own possession correspondence, records, and materials containing confidential and/or protected health information of at least 30 patients of Hospital 1.

b. More than six months after his employment ended, on or about September 26, 2022, using credentials that he had been assigned while working at Hospital 1, Dr. Schubert logged into the online portal of a private laboratory testing provider used by Hospital 1 and, without medical necessity or authorization, viewed and printed one or more lists of lab tests ordered by hospital providers, including himself, during approximately the prior two years. This list included patient names, dates of birth, and test results. (Dr. Schubert requested access to Hospital 1’s account with the laboratory testing provider again on or about January 26, 2023, but that request was denied by Hospital 1.)

¹⁸ As a consequence of the hospital disciplinary process, on June 17, 2022, Dr. Schubert was permitted to resign from Hospital 1 in lieu of termination, effective March 4, 2022.

8. Dr. Schubert violated Virginia Code § 54.1-2915(A)(16) and (18) and 18 VAC 85-20-29(A)(2) of the Regulations in that he engaged in an egregious pattern of disruptive behavior in a health care setting at Hospital 1, as follows:

a. By email on January 7, 2021, Dr. Schubert's supervisor at Hospital 1 provided him "with feedback about a Professionalism concern," as follows:

Within the last week, not one but two external partners have now reached out to me as your direct supervisor, in some distress, with concerns that you insinuated/stated (threatened?) that if x/y/z concerns are not addressed to your satisfaction, you may approach the governor or others in similarly high positions.... Between these incidents [and others, including an incident at a staff meeting several months prior and a more recent "communication issue" with Hospital 1's CEO], there appears to be an emerging pattern. Regardless of your intent...it feels as though what I am observing is a combination of challenges around frustration tolerance, coupled with either ignorance or disregard for appropriately navigating communications within and across our systems.... As a member of the organized medical staff, you are both part of a collective, and in some capacity expected to function as a leader, so your conduct needs to represent [Hospital 1] accordingly.

In response, by email Dr. Schubert apologized and stated that he appreciated the feedback, but he also wrote a five-point refutation of the issues raised, and alleged that "Access to any recordings of IT calls will corroborate what I am saying."

b. In or about early April 2021, while testifying in his professional capacity at a virtual court hearing during the COVID-19 pandemic, Dr. Schubert behaved in an unprofessional manner, as disclosed in an email written by Dr. Schubert on or about April 6, 2021, with the subject line, "Please extend my apology to the Judge." The message reads as follows:

Your honor,

Thank you for modeling the professional courtroom behavior that is required of me. I apologize for my initial patient concerns at the start of the zoom call. I apologize for not turning my phones on silent and being distracted by other hospital calls. I appreciate the respect you show for the patients as these trials determine the need for involuntarily committing someone against their will and that is a decision that should be made with undivided attention. If given the opportunity to testify at a third commitment hearing, I will strive to serve as a model for the behavior your courtroom deserves.

c. On or about June 28, 2021, Dr. Schubert's supervising physician informed Dr. Schubert of multiple concerns regarding his interactions with medical students and residents, which the supervisor noted was "another example of an emerging pattern which you and I discussed already." The written feedback received from four students/residents included the following:¹⁹

- Complaints about Dr. Schubert's "negative, condescending, degrading actions and words" which "came across as demeaning and hostile" and made the students/residents "feel intimidated and harassed." One reported that Dr. Schubert "is never satisfied."
- "Students and residents alike were left feeling afraid to ask questions or even make eye contact, praying for his rants to end. In short, it was an environment of nodding and agreeing in the hopes he would leave/end his speech, rather than an eager safe learning environment."
- One student/resident "would frequently leave conversations with him feeling unclear where I stood, what was expected of me, and how to accomplish things unique to [Hospital 1] and in no way [was] comfortable reaching out to Dr. Schubert for clarity."
- "[I]t was uncomfortable to hear the way he spoke to family members, as though he was pimping the family members on the technicalities of psychiatric illness diagnosis."

As a result of the reported concerns, the supervisor informed Dr. Schubert that he would not be teaching for at least one or two rotation blocks, "if not more." Additionally, Dr. Schubert was instructed to receive counseling or therapy, and his initial one-year term of employment probation was to be extended by six months due to the "performance concerns related to professionalism." When presented with a form by which he would acknowledge the concerns and agree to the proposed corrective action, rather than sign the form, Dr. Schubert wrote a "point by point response to some of the issues where this were [sic] factually incorrect" and attempted to negotiate with his supervisor the proposed corrective action.

9. Dr. Schubert violated Virginia Code § 54.1-2915(A)(1) and (16) in that he made false statements or misrepresentations in the practice of medicine and/or in connection with investigations into his activities relating to Patient A, as follows:

¹⁹ The supervisor also noted, "There is much more that I did not include."

a. On multiple occasions, Dr. Schubert stated, represented, or implied that he consulted with Physician 2 in her professional capacity about Patient A. For example:

- In the “Preliminary Accounting” sent to Relative S by email on December 2, 2021 (as detailed above in Finding of Fact #2), Dr. Schubert listed Physician 2’s name under the heading “Consultation and Collateral Research.” Additionally, he listed “Retainer for [Physician 2] and addiction consultation” under the “Expenses” heading.
- In the expense report/invoice prepared and submitted to Patient A and Relative S (discussed in Finding of Fact #2), Dr. Schubert included charges of \$2,500.00 for Physician 2 “searching” for Patient A on November 29, 2021, as well as \$6,000.00 (5 hours at \$1,200.00 per hour) for “Consultation and Driving,” which included 15 telephone calls or voice mail messages between Dr. Schubert and Physician 2 from November 18 through December 2, 2021.²⁰
- In a written statement prepared in or about late February 2022, related to the disciplinary process at Hospital 1, Dr. Schubert stated, “With the express consent of [Relative S and Patient A], a board-certified psychiatrist licensed in the state of California was appropriately contacted to assist with [Patient A’s] discharge planning.”

In fact, in an interview with the DHP investigator on January 24, 2023, Physician 2 denied consulting with Dr. Schubert about Patient A or treating Patient A. Physician 2 stated that when Dr. Schubert and Patient A were in California, Dr. Schubert called to ask her to give them a ride from a restaurant to their hotel, which she did, but she stated that she accepted no funds for this task. Physician 2 further denied consulting with Dr. Schubert about Patient A “in any kind of professional manner whatsoever.” She said that she knew nothing about Patient A’s mental status or condition, and she noted that it would have been a HIPAA violation for her to consult with Dr. Schubert about Patient A, and she again denied doing so.

b. In a written statement prepared in or about late February 2022, related to the disciplinary process at Hospital 1, Dr. Schubert stated, “[Relative S] on numerous occasions requested that I serve as her doctor. I informed her that I lack a North Carolina medical license and that it could be a conflict of interest for me to be her doctor and [Patient A]’s doctor. In short, I declined.” In fact:

²⁰ The longest call on the call log for Physician 2 included a 79-minute call on “2/2/21,” although from context it is evident it should read “12/2/21.”

- As noted in Finding of Fact #2, by text on November 24, 2021, Dr. Schubert told Relative S, “Happy to help [with] therapy for all in the family. The best therapy for one person is making sure everyone is working on themselves[.]”
- By text on November 29, 2021, Relative S asked Dr. Schubert about side effects she seemed to be experiencing from a prescription medication she was taking, and Dr. Schubert responded, “It can definitely do that. It can also do that from withdrawal from them, withdrawal dyskinesia can do it. I can do a proper med history and give you a better answer[.]”
- As detailed above, on December 3, 2021, Dr. Schubert sent Relative S an “Executive Employment Agreement,” under which he offered to serve as physician for her and her immediate family. In reference to the agreement, Dr. Schubert wrote, “If this contract looks fairly good to you, then it is good for me. ...I have opened a Merrill Lynch account as you suggested and they reported it should be active with 24-48 hours.”

c. In a written response in the instant matter submitted to the DHP investigator in January 2023, Dr. Schubert made false or misleading statements regarding the circumstances surrounding the sharing of login information for his Virginia 529 College Savings Account with Relative S in November 2021 (as referenced in Finding of Fact #2(c) and (j)). Dr. Schubert explained that he provided Relative S with the information “because she requested I do those things.” He further stated, “I had opened the 529 account after she had suggested paying for our entire nursery, funding our kids [sic] college, etc. as methods for paying for outpatient services she was negotiating and she requested the information.” In fact, in an interview with the DHP investigator on January 24, 2023, Relative S stated that Dr. Schubert suggested that she pay him through a 529 plan, and that she had not suggested it since she was unfamiliar with it. Notably, Dr. Schubert himself was familiar with 529 accounts before the matters at issue, as he previously applied for such an account on or about July 15, 2021.

d. In the instant matter, as detailed below, Dr. Schubert falsely represented that his employer, Hospital 1, had approved in advance his request to engage in paid employment providing medical care and services to Patient A. Specifically:

- In a response submitted to the DHP investigator that was signed by Dr. Schubert on October 14, 2022, he stated:

- “Although Dr. Schubert ultimately lost money, he did receive some indirect benefit from [Patient A]’s family, with the notice and approval of his managers, as detailed further below, but in a way that is consistent with his ethical obligations and standards of practice as well as [Hospital 1]’s internal rules.”
- “Dr. Schubert notified his managers of what he was doing and his intent to provide these services [to Patient A] and was told that his actions were in compliance and not objectionable (at the time).”
- “Dr. Schubert engaged with the patient with the knowledge and approval of his managers, and with the intent of offering services outside the scope of and outside the discharge of [Hospital 1]. Moonlighting is not permitted without permission, but Dr. Schubert had that permission.”
- “Dr. Schubert did engage in outside work for [Patient A], but with the knowledge and approval of his managers and outside of scheduled work hours.”
- On January 19, 2023, in a written response to questions posed by the DHP investigator, Dr. Schubert stated, “[Hospital 1] approved my work in the text messages from my medical director without anyone ever saying ‘have you submitted this form’ so I operated under the belief that I had provided sufficient notice.”
- On January 19, 2023, in response to a request by the DHP investigator for all documentation confirming approval by Hospital 1 to engage in outside employment, Dr. Schubert stated: “I obtained digitally signed approval for my outside employment as noted in numerous text messages and emails and correspondence already provided. If the Board cannot find the specific form, then it is likely that [Hospital 1] has either refused to allow me access to it or already destroyed it or lost it.”

In fact, as Dr. Schubert knew or should have known, Hospital 1’s policies required employees to obtain written approval signed by multiple individuals, including the employee’s direct supervisor, prior to the start of outside employment. Dr. Schubert’s direct supervisor stated in an interview with the DHP investigator in January 2023 that Dr. Schubert did not ask him to sign off on a request for outside employment, and the chief human resources officer for Hospital 1 also stated that there was “no signed agreement” for outside employment by Dr. Schubert.

10. Dr. Schubert violated Virginia Code §§ 54.1-2915(A)(1), (16), and (18) and 54.1-111(A)(7), and 18 VAC 85-20-105 of the Regulations, in that he made false statements in the instant

matter and willfully refused to provide information or records pursuant to a Board investigation. Specifically:

a. By email on September 8, 2022, in addition to requesting a written response to questions about billing and financial transactions with Patient A and members of his family, the DHP investigator asked Dr. Schubert to “provide copies of all emails and text messages regarding [Patient A], including emails and text messages exchanged with [Patient A] and family members.... Provide copies of invoices you sent to [Patient A] and his family members.” In a written statement signed by Dr. Schubert and submitted by counsel on October 14, 2022, Dr. Schubert said: “Regarding documents – you have requested emails, text messages, and invoices. Dr. Schubert is concerned with producing this information unless [Patient A’s family] has expressly granted his permission to do so as he fears further retaliation absent their consent. If that consent is obtained, he is more than willing to provide this information.” Several days later, in response to the investigator’s original request, Dr. Schubert’s counsel provided approximately 800 pages of written material.

b. By subpoena served on October 21, 2022, the DHP investigator more formally requested “Documents related to payments received from [Patient A] and family members, including, but not limited to: copies of invoices provided to [Patient A] and/or his family members; all communications (email and text messages) with [Patient A] and family members related to payments and services.” On October 29, 2022, Dr. Schubert sent three large boxes to DHP by FedEx.²¹ The boxes included approximately 5,388 pages of mostly irrelevant and poorly organized documents, a flash drive with digital audio files, and numerous physical items that Dr. Schubert reported belonged to Patient A.²² On October

²¹ Regarding the boxes, in an email sent on October 21, 2022, Dr. Schubert’s counsel stated, “We are providing everything in [Dr. Schubert’s] possession so if there is something you requested that is not there it means he does not possess it.” By email on November 2, 2022, Dr. Schubert’s counsel further stated: “Dr. Schubert did have emails and texts with at least one member of the [Patient A] family. He produced them.”

²² In her January 13, 2023 letter (discussed below), the DHP investigator summarized the items as “three large bundles or duffel bags...[which held] framed artwork, a feather pen, brass or metal statues (some broken), clothing, hat, whip, sneakers, Game

30, 2022, in response to the subpoena, Dr. Schubert's counsel sent an additional 268 pages to the DHP investigator by email.

c. By letter dated January 13, 2023, the DHP investigator informed Dr. Schubert's counsel that many of the documents submitted "appeared to be duplicates and some documents appeared to be incomplete." The investigator further stated that the relevance of much of the material was unclear, and she requested that Dr. Schubert explain the relevance of each document on a detailed 17-page list that she had compiled after an extensive review of the materials sent by FedEx. Additionally, the investigator requested:

Please provide any text messages not previously provided, in accordance with the subpoena, as well as the photographs and documents that were exchanged [with Patient A and/or Relative S]. Please confirm in your written statement that you have provided all text communication, including the photographs and documents. Please upload additional emails, text messages, photographs and documents exchanged using this link: [redacted].

In response, by email on January 17, 2023, Dr. Schubert's counsel explained, "Dr. Schubert had thousands of potentially relevant documents and he was headed on an already-paid cruise with his family. As such, and further to ensure there was nothing we inadvertently failed to produce, we produced everything. So you may have many irrelevant documents. But that is simply in an effort to ensure no stone was unturned in a very limited time window." Rather than provide a detailed explanation of the documents he had sent to DHP by FedEx as requested, in a written statement signed under penalty of perjury on January 17, 2023, Dr. Schubert stated that he had provided the documents on the 17-page list "because I was given a very short timeline to send everything possibly related to a subpoena and I was told to send everything that might be relevant in order to comply and avoid keeping anything that could be noted to be a failure to comply. Due to the house flood, a new child, and [Hospital 1], I did not have the time to sort through records and think about what is or could be relevant and therefore sent all of the records that were adjacent

of Thrones ornaments, lighter (engraved with [Patient A's initials]), pocketknife, umbrella." In this letter, the investigator also noted that the subpoena had requested records, not personal property.

to each other in case anything was inadvertently or inappropriately filed that may be responsive.” In the written statement, Dr. Schubert also represented that he had provided “all requested communications in [his] possession.” With the written statement, Dr. Schubert provided an additional 6 pages of material.

d. In none of the above submissions did Dr. Schubert provide (i) a complete copy of the encrypted email that he sent to Relative S on December 2, 2021, with the subject “Preliminary Accounting”; (ii) his copy of an invoice that he sent to Relative S by text message on or about December 5, 2021; (iii) his copy of an expense report that he sent to Patient A by text message on December 15, 2021; (iv) his copy of the expense report and invoice that he sent to Patient A by FedEx on or about December 16, 2021; (v) his copy of an invoice that he sent to Patient A by text message on December 20, 2021; (vi) his copy of the email and attachments (PDFs titled “Asset Medicine Contract [Patient A’s initials],” “Asset Medicine Enrollment Forms,” “Asset Medicine Privacy Policy,” and “[Patient A’s initials] Itemized Invoice”) that he sent to Patient A and Attorney R on December 22, 2021, with the subject “PSWP [Patient A’s initials] Asset Medicine Contract/Invoice/Password Protected”; and (vii) any documents regarding an idea for a patent or joint business venture with Patient A that he created in conjunction with Patient A and/or sent in or about late December 2021 to Patient A and/or Attorney R.

11. Dr. Schubert provided the Board with evidence that he completed 34 hours of continuing medical education through the PBI Education/University of California, Irvine School of Medicine course “PBI Professional Boundaries: Extended Edition” on October 25-27, 2024, and 22 hours through the course “PBI Medical Ethics and Professionalism: Extended Edition” on November 16-17, 2024.

CONSENT

Christopher Schubert, M.D., by affixing his signature to this Consent Order, agrees to the following:

1. I have been advised to seek advice of counsel prior to signing this document and am represented by Gerald C. Canaan, II, Esq.;
2. I am fully aware that without my consent, no legal action can be taken against me or my license except pursuant to the Virginia Administrative Process Act, Virginia Code § 2.2-4000 *et seq.*;
3. I acknowledge that I have the following rights, among others: the right to a formal administrative hearing before the Board; the right to representation by counsel; and the right to cross-examine witnesses against me;
4. I waive my right to a formal hearing;
5. I admit to the Findings of Fact and Conclusions of Law contained herein and waive my right to contest such Findings of Fact and Conclusions of Law and any sanction imposed hereunder in any future judicial or administrative proceeding in which the Board is a party;
6. I consent to the entry of the following Order affecting my license to practice medicine in the Commonwealth of Virginia.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, the Virginia Board of Medicine hereby ORDERS as follows:

1. The license issued to Christopher Schubert, M.D., to practice medicine in the Commonwealth of Virginia is INDEFINITELY SUSPENDED for a period of not less than 18 months, effective April 30, 2025.
2. Upon entry of this Order, pursuant to Virginia Code § 54.1-2920, Dr. Schubert shall forthwith give notice by certified mail to all patients to whom he is currently providing services that his license will be suspended effective April 30, 2025. Further, Dr. Schubert shall cooperate with other practitioners to ensure continuation of treatment in conformity with the wishes of the patient. Dr. Schubert shall also notify any hospitals or other facilities where he is currently granted privileges, and any health insurance companies,

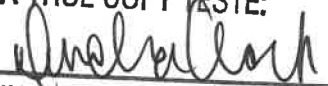
health insurance administrators or health maintenance organizations currently reimbursing him for any of the healing arts.

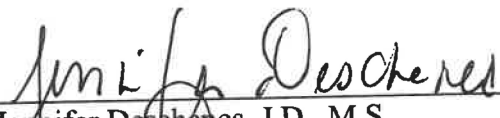
3. Effective on April 30, 2025, the license of Dr. Schubert will be recorded as SUSPENDED and no longer current.

4. After the expiration of the term of suspension, should Dr. Schubert seek reinstatement of his license, an administrative proceeding shall be convened to consider such application. At such time, the burden shall be on Dr. Schubert to demonstrate that he is safe and competent to return to the practice of medicine. Dr. Schubert shall be responsible for any fees that may be required for the reinstatement and/or renewal of the license prior to issuance of the license to resume practice.

Pursuant to Virginia Code §§ 2.2-4023 and 54.1-2400.2, the signed original of this Order shall remain in the custody of the Department of Health Professions as a public record, and shall be made available for public inspection and copying upon request.

FOR THE BOARD

A TRUE COPY TESTE:

VIRGINIA BOARD OF MEDICINE


Jennifer Deschenes, J.D., M.S.
Deputy Executive Director
Virginia Board of Medicine

ENTERED: 3/17/2025

SEEN AND AGREED TO:

Christopher Schubert M.D.
Christopher Schubert, M.D.

COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Fairfax, TO WIT:

Subscribed and sworn to before me, a notary public in and for the Commonwealth of Virginia at large, on
this 5th day of March, 2025.

MARIAH SPICER
NOTARY PUBLIC
REG. #A62794506
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 07/19/25

[Signature]
Notary Public

Mariah Spicer

My commission expires:

07-19-2025

Registration No.:

A62794506

MARIAH SPICER
NOTARY PUBLIC
REG. #A62794506
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 07/19/25