

**COMMONWEALTH OF KENTUCKY  
BOARD OF EXAMINERS OF PSYCHOLOGY  
AGENCY CASE NOS. 15-08A & 15-08B  
ADMINISTRATION ACTION NO. 16-KBEP-95**

**COMMONWEALTH OF KENTUCKY,  
BOARD OF EXAMINERS OF PSYCHOLOGY**

**COMPLAINANT**

v.

**C. CHRISTOPHER ALLEN, Ph.D.  
(LICENSE PSYCHOLOGY NO. 0820)**

**RESPONDENT**

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**SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER**

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This Settlement Agreement (the "Agreement") is made, by and among the Kentucky Board of Examiners of Psychology (the "Board") and C. Christopher Allen, Ph.D. (the "Respondent").

**Witnesseth**

**Whereas**, the Respondent is a licensed Psychologist in the Commonwealth of Kentucky, having been issued License No. 0820;

**Whereas**, pursuant to KRS Chapter 319.082, the Board is authorized to take disciplinary action against any license or certificate holder;

**Whereas**, in 2013, J.B. became a patient/client of the Respondent. He was sent by the military to the Respondent to receive therapy for separation anxiety from the military to civilian life, depression, anxiety, and anger management;

**Whereas**, J.B. received therapy from the Respondent for approximately 1.5 to 2 years;

**Whereas**, since 2013, J.B. stabled his horses at the residence of Sheila Granger, the Respondent's former office manager;

**Whereas**, from May 2014 to May 2015, the Respondent lived in a mother-in-law suite at the residence of Granger;

**Whereas**, on January 29, 2015, the Respondent completed an assessment on J.B. The full report from Respondent was submitted on February 6, 2015, to be used as part of J.B.'s Social Security Insurance Disability claim. The assessment included J.B. taking the Personality Assessment Inventory ("PAI"). After reviewing J.B.'s claim for Social Security Insurance (SSI) Disability, an Administrative Law Judge denied the claim;

**Whereas**, on or about February 18, 2015, approximately a week after J.B. and Respondent received notification of J.B.'s SSI Disability claim being denied, the Respondent and J.B. encountered each other at the residence of Ms. Granger, where the Respondent still resided;

**Whereas**, a verbal and physical altercation occurred between the Respondent and J.B. on or about February 18, 2015. The parties dispute the particular facts of the verbal and physical altercation, but the parties agree that there was a verbal and physical altercation;

**Whereas**, if this matter would go to a hearing, J.B. and Ms. Granger would testify that the verbal and physical altercation was initiated by the Respondent;

**Whereas**, if this matter would go to a hearing, the Respondent would testify that the verbal and physical altercation was initiated by J.B, and that Granger was not present when the altercation began;

**Whereas**, the Parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing; and

**Whereas**, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement; and

Whereas, the Respondent freely and voluntarily enters into this Settlement Agreement, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

### Costs

The Respondent shall pay \$1,200.00 for the investigation of this matter.

### Terms of Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. By entering into this Agreement, the Respondent recognizes that if this matter was to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against him. Nevertheless, he desires to settle the matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, he does not admit to, and expressly denies, any wrongdoing or liability.

2. The Respondent agrees that:

- a. His license shall be suspended for a period of one (1) year. His license shall be actively suspended for a period of thirty (30) days. The remainder of the period of suspension shall be probated so long as the Respondent complies with the terms below. During the probated period of the suspension, the Respondent may continue to practice of psychology;
- b. He shall undergo treatment for anger management and any other counseling determined to be beneficial to the Respondent by his therapist during the one (1) year

- period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later;
- c. He shall not accept any new clients for therapy until he completes the one (1) year period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later. He may only provide psychological testing to new clients. The Respondent shall submit a complete list of current clients to the Board no later than fourteen (14) days from the execution of this Agreement; and
  - d. The Respondent shall pay a maximum of \$1,200.00 for the investigation of Agency Case No. 15-08A&B, Administrative Action No. 16-KBEP-0095.
3. The Board agrees to:
- (a) Impose a suspension of the Respondent's license for a period of one (1) year. The Respondent shall actively serve thirty (30) days of the suspension and the remainder of the suspension shall be probated;
  - (b) The terms of probation are that:
    - (i) The Respondent shall undergo treatment for anger management during the one (1) year period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later;
    - (ii) The Respondent shall not accept any new clients for therapy until he completes the one (1) year period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later. He may only

provide psychological testing to new clients. The Respondent shall submit a complete list of current clients and a release to obtain confidential information from his therapist to the Board no later than fourteen (14) days from the execution of this Agreement; and

(iii) The Respondent shall pay a maximum of \$1,200.00 for the investigation of Agency Case No. 15-08A&B, Administrative Action No. 16-KBEP-0095; and

(c) Not seek any additional disciplinary action against the Respondent based on the factual allegations set forth in this Agreed Order.

4. The Parties agree to execute all documents necessary to settle Agency Case No. 15-08A&B, Administrative Action No. 16-KBEP-0095.

5. The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute failure to comply with an Order of the Board under KRS 335.540(1)(f) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

6. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

7. Each of the Parties represents and warrants to the other that they have taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder,

and that each Party has all requisite power and authority to enter into this Agreement and to effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each Party and will be enforceable against each Party in accordance with the respective terms hereof.

8. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder shall be settled by a state court of appropriate jurisdiction in Franklin County, Kentucky. The Parties irrevocably consent to the personal jurisdiction and venue of such court. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving their right to jury trial in any dispute arising hereunder.

9. This Agreement may not be modified except by a written agreement signed by all Parties.

10. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

#### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Board of Examiners of Psychology, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons

or entities named in this paragraph arising out of or by reason of this investigation, this settlement or its administration.

### **Acceptance by the Board**

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any rights he might have to challenge, based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

### **Open Records**

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate in its discretion.

### **Complete Agreement**

This Settlement Agreement, Release, Final Order consists of twelve (12) pages including the Certificate of Service, which embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both Parties.

### **Effective Date**

The effective date of this Settlement Agreement, Release, and Final Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

### **Findings of Facts, Conclusions of Law, and Final Order**

This matter is before the Board of Examiners of Psychology from the Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

- 1 The Respondent is a licensed Psychologist in the Commonwealth of Kentucky, having been issued License No. 0820.
- 2 Pursuant to KRS Chapter 319.082, the Board is authorized to take disciplinary action against any license or certificate holder.



3 In 2013, J.B. became a patient/client of the Respondent. He was sent by the military to the Respondent to receive therapy for separation anxiety from the military to civilian life, depression, anxiety, and anger management.

4 J.B. received therapy from the Respondent for approximately 1.5 to 2 years.

5 Since 2013, J.B. stabled his horses at the residence of Sheila Granger, the Respondent's office manager.

6 From May 2014 to May 2015, the Respondent lived in a mother-in-law suite at the residence of Granger.

7 On January 29, 2015, the Respondent completed an assessment on J.B. The full report from Respondent was submitted on February 6, 2015, to be used as part of J.B.'s Social Security Insurance Disability claim. The assessment included J.B. taking the Personality Assessment Inventory ("PAI"). After reviewing J.B.'s claim for Social Security Insurance (SSI) Disability, an Administrative Law Judge denied the claim.

8. On or about February 18, 2015, approximately a week after J.B. and Respondent received notification of J.B.'s SSI Disability claim being denied, the Respondent and J.B. encountered each other at the residence of Ms. Granger, where the Respondent still resided.

9. A verbal and physical altercation occurred between the Respondent and J.B. on or about February 18, 2015. The parties dispute the particular facts of the verbal and physical altercation, but the parties agree that there was a verbal and physical altercation.

10. The verbal and physical altercation was initiated by the Respondent.

11. The Board has sufficient evidence to determine that the Respondent violated KRS 319.082(1) (c).


IT IS HEREBY ORDERED THAT the Respondent's license be SUSPENDED for a period of one (1) year. The Respondent shall actively serve thirty (30) days of the suspension and the remainder of the suspension shall be probated. The SUSPENSION SHALL BE EFFECTIVE ON FEBRUARY 1, 2017.

IT IS FURTHER HEREBY ORDERED THAT the Respondent shall comply with the following terms of probation:

- (a) The Respondent shall undergo treatment for anger management and any other counseling determined to be beneficial to the Respondent by his therapist during the one (1) year period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later;
- (b) The Respondent shall not accept any new clients for therapy until he completes the one (1) year period of suspension or until his therapist concludes that the Respondent has reached maximum improvement and releases him, whichever is later. He may only provide psychological testing to new clients. The Respondent shall submit a complete list of current clients and a release to obtain confidential information from his therapist to the Board no later than fourteen (14) days from the execution of this Agreement; and
- (c) The Respondent shall pay \$1,200.00 for the investigation of Agency Case No. 15-08A&B, Administrative Action No. 16-KBEP-0095, which is due no later than sixty (60) days from the execution of this Agreement; and

THIS IS A FINAL AND APPEALABLE ORDER. Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

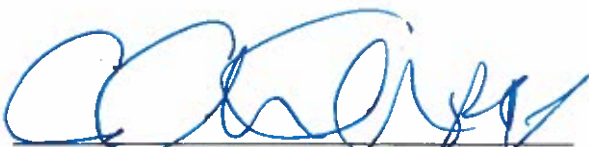
SO ORDERED this 9<sup>th</sup> day of January, 2017.

  
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Jamie A. Hopkins, Ph.D.  
Chairperson


Reviewed and Agreed to by:

  
\_\_\_\_\_  
Brian T. Judy  
Assistant Attorney General  
*Counsel for the Board*

Date: 1-9-17

  
\_\_\_\_\_  
C. Christopher Allen, Ph.D.  
*Respondent*

Date: 1-9-17

  
\_\_\_\_\_  
Hon. Ryan Robey  
Hon. Edward L. Cooley  
Hon. R. Nicole Iuliano  
*Counsel for Respondent*

Date: 1/9/17

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the **SETTLEMENT AGREEMENT, RELEASE, FINAL ORDER** was sent on this 31<sup>st</sup> day of January, 2017, to:

**Certified Mail, Return Receipt Requested, to:**

C. Christopher Allen, Ph.D.  
111 Dennis Drive  
Lexington, Kentucky 40503  
*Respondent*

**U.S. Mail., first class and postage prepaid, to:**

Hon. Ryan Robey  
Hon. Edward L. Cooley  
Hon. R. Nicole Iuliano  
COOLEY IULIANO ROBEY, PLLC  
PNC Tower, 301 East Main Street  
Suite 650  
Lexington, Kentucky 40507  
*Counsel for Respondent*

**Messenger Mail to:**

Hon. James Dickinson  
Office of the Attorney General  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204

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Office of the Attorney General  
700 Capitol Ave., Ste. 118  
Frankfort, Kentucky 40601

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Board Administrator  
Kentucky Board of Examiners of  
Psychology