

Commonwealth of Kentucky  
Kentucky Board of Examiners of Psychology  
Agency Case No. 09-04  
Administrative Action No. 09-KBEP-0243

RECEIVED  
MAR 01 2010  
OCCUPATIONS  
AND PROFESSIONS

Commonwealth of Kentucky,  
Board of Examiners of Psychology

Complainant

v.

Order

Louis E. Epstein, Ed.D.  
(License No. 0259)

Respondent

\* \* \* \* \*

The Kentucky Board of Examiners of Psychology, having met on ~~February~~ <sup>MARCH</sup> 1, 2010, and having voted in the above-styled case, adopts and incorporates the attached Settlement Agreement.

It is so ordered.

Dated this 1<sup>st</sup> <sup>MARCH</sup> day of ~~February~~, 2010.

Kentucky Board of Examiners of Psychology

by: Thomas W. Miller  
~~Barbara K. Jefferson, Ph.D., Vice-Chair~~

Copies sent as indicated below this the 1<sup>st</sup> <sup>MARCH</sup> day of ~~February~~, 2010, to:

Louis E. Epstein, Ed.D.  
3333 Bardstown Road  
Louisville, Kentucky 40218  
*Respondent* (by regular mail)

Charles J. "Mike" Cronan, IV  
Stites & Harbison, PLLC  
400 West Market Street, Suite 1800  
Louisville, Kentucky 40202-3352  
*Attorney for Respondent*  
(by regular mail)

Mark Brengelman, Assistant Attorney General  
Office of the Attorney General  
Capitol Building, Suite 118  
700 Capitol Avenue  
Frankfort, Kentucky 40601-3449  
*Counsel for the Board* (by messenger mail)

Susan S. Durant, Hearing Officer  
Office of the Attorney General C East Office  
Division of Administrative Hearings  
1024 Capital Center Drive, Suite 200  
Frankfort, Kentucky 40601-8204  
*Hearing Officer* (by messenger mail)

Julie Jackson  
Julie G. Jackson, Board Administrator

**Commonwealth of Kentucky  
Board of Examiners of Psychology  
Agency Case No. 09-04  
Administrative Action No. 09-KBEP-0243**

**Commonwealth of Kentucky,  
Board of Examiners of Psychology**

**Complainant**

v.

**Settlement Agreement**

**Louis E. Epstein, Ed.D.  
(License No. 0259)**

**Respondent**

\*\*\*\*\*

**Whereas**, the Kentucky Board of Examiners of Psychology (hereafter “Board”) having investigated an initiating complaint filed by a member of the public and having filed a Notice of Administrative Hearing and Order dated October 2, 2009, under KRS Chapters 319 and 13B (hereafter “Notice of Hearing”) against Louis E. Epstein, Ed.D., 3333 Bardstown Road, Louisville, Kentucky 40218 (hereafter “Respondent”), and;

**Whereas**, for the purposes of this Settlement Agreement, the Respondent admits the Board would prove by a preponderance of the evidence at a hearing before the Board as follows:

In the context of an engagement by an attorney representing the natural mother of an infant to do a parental capability evaluation of the attorney's client, the Respondent has been negligent in the practice of psychology, and thereby violated KRS 319.082(1)(d) in failing to obtain written instructions from the attorney defining the exact scope of services to be performed.

**Whereas**, the parties mutually desire to settle the matter in an expeditious manner without resorting to a disciplinary hearing; and

It is hereby stipulated and agreed between the undersigned parties that this matter shall be settled and resolved as follows:

### **Jurisdiction**

The Respondent acknowledges the Board has jurisdiction over the Respondent and the conduct which has precipitated this Settlement Agreement.

The Respondent acknowledges the Board has the legal power and authority to take disciplinary action up to and including revocation of the Respondent's credential.

The Respondent acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Settlement Agreement have been met to the satisfaction of the Board. The Respondent expressly indemnifies the Board for any costs incurred, including reasonable attorney fees, in enforcing any provision of this Settlement Agreement should the Board determine the Respondent has not met any term of this Settlement Agreement after notice and opportunity to be heard.

### **Voluntary Waiver of Rights**

The Respondent has had the opportunity at all times to seek the advice from competent counsel of choice. No coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement. The Respondent has freely and voluntarily entered into this Settlement Agreement, motivated only by a desire to resolve the issues addressed herein. The Respondent has executed this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms. The Respondent waives the right to challenge any agreed upon term or condition of this Settlement Agreement as set forth in "Effect Upon Credential Status" notwithstanding any other statutory provision of KRS Chapter 319, and the Respondent expressly agrees those agreed upon terms and conditions contained therein are exclusively a matter of private right.

The Respondent is fully aware of the Respondent's rights to contest charges in a formal hearing. These rights include: representation by an attorney at the Respondent's own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against the Respondent, the right to present evidence on the Respondent's own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on the Respondent's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of the Formal Complaint, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 319.092(7). All of these rights are being voluntarily waived by the Respondent in exchange for the Board's acceptance of this Settlement Agreement.

#### **Costs**

The Board and the Respondent shall each bear their own costs incurred in this matter.

#### **Effect Upon Credential Status: Agreed Restriction**

The Respondent hereby voluntarily agrees to the following disciplinary action:

The Respondent agrees, and the Board so orders, that on or after the date of this agreement, the Respondent shall discontinue the performance of any parental capability or child custody evaluations.

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 319.082(1)(h) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

This action shall constitute disciplinary action against the credential of the Respondent.

### **Resolution of Pending Charges**

The Board's Notice of Hearing filed October 2, 2009, is hereby resolved. The parties agree that, to the extent the Board publishes any report of this settlement agreement or action by the Board on the Settlement Agreement, the text of the statement shall be:

Louis E. Epstein, Ed.D., Louisville, KY [date]. In a Settlement Agreement with the Board, the Respondent admitted the Board would prove that, in the context of an engagement by an attorney representing the natural mother of an infant to do a parental capability evaluation of the attorney's client, the Respondent has been negligent in the practice of psychology, and thereby violated KRS 319.082(1)(d) in failing to obtain written instructions from the attorney defining the exact scope of services to be performed.

The Respondent voluntarily agreed, and the Board so ordered, that on or after the date of the agreement, the Respondent would discontinue the performance of any parental capability or child custody evaluations.

or such other statement as mutually agreed between the parties. In any event, the Board will provide the Responded with a copy of the proposed text, and will provide the Respondent with a reasonable opportunity to respond before any publication.

### **Release of Liability**

In consideration of execution of this Settlement Agreement, the Respondent, for the Respondent individually, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, Kentucky Board of Psychology, Kentucky 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 Agreement, 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 at the next regularly scheduled meeting of the Board following receipt of the executed Settlement 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 right the Respondent 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 shared with any professional organization or licensing

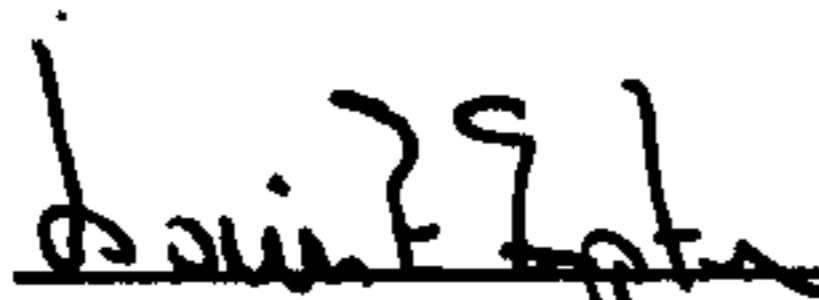
Board as the Board deems appropriate in its discretion, and shall be made public according to KRS 319.092(6) and 201 KAR 26:140 §12, and may be reported in accord with federal law.

**Complete Agreement**

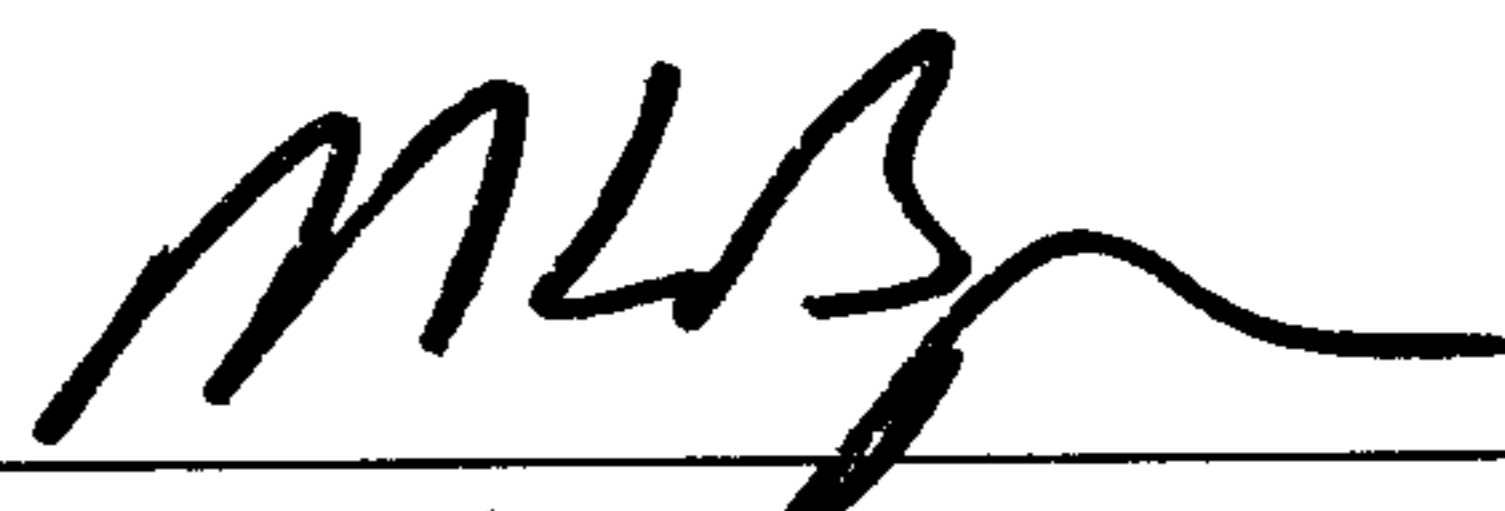
This Settlement Agreement and Order consists of seven (7) pages and an eighth (8th) signature page and embodies the entire agreement between the Board and the Respondent. This Settlement Agreement shall constitute a binding contract between the Respondent and the Board, subject only to approval by the Board as set forth above. The Respondent shall not rescind, revoke, or withdraw this Settlement Agreement prior to its presentation to the Board at a regularly scheduled meeting of the Board. It may not be altered, amended or modified without the express written consent of both parties.

**Have Seen, Understood and Approved:**


Kentucky Board of Examiners of Psychology

  
\_\_\_\_\_  
Louis E. Epstein, Ed.D.  
3333 Bardstown Road  
Louisville, Kentucky 40218  
*Respondent*

Date: 1/15/2010

By:   
\_\_\_\_\_  
Mark Brengelman  
Assistant Attorney General  
Office of the Attorney General  
Capitol Avenue, Suite 118  
Frankfort, Kentucky 40601-3449  
Phone: (502) 696-5627  
Fax: (502) 564-6801  
*Counsel for the Board*

Date: Jan. 15, 2010

  
\_\_\_\_\_  
Charles J. "Mike" Cronan, IV  
Stites & Harbison, PLLC  
400 West Market Street, Suite 1800  
Louisville, Kentucky 40202-3352  
*Attorney for Respondent*

Date: 1/15/2010