

law and approves of the disposition set forth herein.

I. FINDINGS OF FACT

5. Respondent is currently, and was at all times relevant hereto, a Licensed Clinical Professional Counselor ("LCPC") within the meaning of the Act.

6. Client C.G. submitted a complaint against Respondent to the Board through a report of alleged violation ("RAV") regarding Respondent's provision of co-parenting therapy to parents C.G. and J.N., therapy to their minor child, minor client P.N., and family therapy, relating to a high conflict custody dispute between C.G. and J.N. C.G. alleged through the RAV that Respondent maintained bias in favor of C.G.'s co-parent, client J.N. and against C.G., engaged in an inappropriate relationship with J.N., and further, that Respondent violated her contract to provide therapy, fabricated the truth of certain matters to a court which was handling a custody dispute between C.G. and J.N., and submitted inappropriate *ex parte* communications to the court.

7. Respondent provided a response to the RAV through which she denied the allegations of the RAV and provided a timeline and narrative in response disputing the allegations of the RAV, which in relevant part, demonstrated substantial conflict between the parents of minor client P.N. through the duration of Respondent's provision of individual therapy to minor client P.N., co-parenting therapy and family therapy.

8. The RAV, Respondent's response thereto, along with all other information obtained by the Board reveals that on or about August 5, 2021 Respondent began providing play therapy to minor client P.N.

9. Thereafter, pursuant to a September 23, 2023 court order, Respondent was appointed as a court-ordered provider to continue to provide play therapy to a minor client P.N. A different provider was appointed at that time to provide co-parenting counseling to parents J.N. and C.G.

10. Through a November 16, 2021 report to the court, Respondent recommended that minor client P.N. and his parents immediately begin family therapy with Respondent, stating that both parents had already agreed to enter into family therapy with her. Respondent relayed concerns that minor client P.N. had too much awareness regarding the conflict between the child's parents and some concerns that minor client P.N. spends 10 plus hours per day in organized childcare, which C.G. purportedly wanted court-ordered to limit J.N.'s parenting time.

11. Family therapy was defined as 60 minutes of non-directed play in the therapist's playroom with C.G., J.N. & P.N. where both parents would play with the minor child with the sole purpose/goal of each parent working on fostering a good relationship with their child through play initiated and directed by P.N., so that P.N. could observe his parents interacting and getting along. Respondent represents this was not traditional family therapy.

12. On November 25, 2021, C.G. texted Respondent regarding possible molestation of minor client P.N.'s by J.N. Thereafter, Respondent and C.G.'s attorney reported the alleged molestation to the Kansas Department of Children and Families.¹

13. After the report of alleged molestation, J.N. contacted Respondent, very upset and in tears, and stated that C.G. would do anything to prevent J.N. from being in their child's life. In response, Respondent noted that C.G. never relayed anything to her regarding potential grooming and that the judge presiding over the custody matter would be upset by the complaint.

14. On or about December 13, 2021, Respondent also began providing co-parenting therapy to C.G. and J.N., in addition to individual therapy to minor client P.N., pursuant to a court order. As a result, Respondent was providing family therapy individual therapy to minor client P.N. and co-parenting therapy. Respondent began providing co-parenting therapy only after consulting with the previous co-parent counselor, who requested that the case be transferred to Respondent. She also spoke with both J.N. and C.G. and their attorneys to discuss, and everyone agreed that Respondent facilitate both individual therapy for P.N., as well as co-parenting therapy. Both parents also signed a document stating they requested and agreed with Respondent taking over and facilitating co-parenting therapy.

15. Thereafter, C.G. insisted that Respondent evaluate whether or not the allegations of molestation could be substantiated during individual sessions with minor client P.N. J.N. sought the ability to alternate bringing minor client P.N. to the individual sessions out of concern that C.G. would coach the child.

16. The allegation of molestation was heard by the court during an evidentiary hearing on February 14, 2022. During the hearing, C.G. made various allegations regarding Respondent including bias in favor of J.N.

17. Following the February 14, 2022 hearing, Respondent relayed that C.G. continued making false allegations against Respondent, that C.G.'s attitude towards Respondent changed for the worse in therapy.

18. Respondent further detailed co-parenting sessions with C.G. and J.N. in late March of 2022 through which C.G. asserted that Respondent knew J.N. was violating a court order regarding guns around Respondent. While Respondent believed this allegation to be false, she informed J.N. that C.G. was actually violating the court order and suggested to J.N. that he violate the court order and make C.G. seek to hold J.N. in contempt.

19. During a play therapy session with minor client P.N. on April 14, 2022, minor client

¹ The allegation of molestation was unsubstantiated by DCF on or about June 24, 2022.

P.N. pulled down the sleeve of his shirt and showed and told the Respondent that mom's dog bit him. Respondent observed bruising and teeth marks. At a co-parenting session later on the same day, C.G. insisted that her dog did not bite minor client P.N., but merely scratched minor client P.N. Respondent's observation of the dog bite created great concern that C.G. was violating a court order that prohibited the dog having access to minor client P.N. and further that C.G. had been coaching minor client P.N. regarding what to say during therapy in an attempt to alienate minor client P.N. from J.N.

20. On April 18, 2022, Respondent sent an email to the judge overseeing the custody court case claiming that the email was in minor client P.N.'s best interest "due to matters of confidentiality in his individual therapy sessions." Respondent requested a phone call with the judge due to concerns regarding "another dog bite" from C.G.'s dog and the handling of the situation, which Respondent believed "is jeopardizing the emotional health of the child."

21. A hearing regarding C.G. potentially violating the court order prohibiting contact between the dog and minor client P.N. was set for May 9, 2022.

22. On May 6, 2022, Respondent sent an email to legal counsel for the parents, C.G. and J.N. regarding concerns she had for minor client P.N., including "coaching of the child", "parental alienation" and "loyalty binds."

23. On May 8, 2022, Respondent sent a report to the court referencing her capacity as therapist for minor client P.N., co-parenting therapy to C.G. and J.N. and family play therapy sessions. Therein, Respondent further identified concerns regarding:

- a. C.G. coaching minor client P.N., which included numerous instances of conflict between C.G. and J.N. regarding Respondent's assessment of C.G. coaching minor client P.N., including conflict which occurred over the course of the various iterations of therapy Respondent provided to minor client P.N., C.G. and J.N.;
- b. C.G. engaging in parental alienation directed at J.N., including conflict which occurred over the course of the various iterations of therapy Respondent provided to minor client P.N., C.G. and J.N.; and
- c. A Loyalty bind perpetuated by C.G. towards minor client P.N. at the expense of J.N., including conflict which occurred over the course of the various iterations of therapy Respondent provided to minor client P.N., C.G. and J.N.

24. Notwithstanding the conflicts identified by Respondent in her May 8, 2022 report to the court, Respondent recommended to the court that she continue to provide individual therapy to minor client P.N., family therapy with both parents and child present, and co-parenting

therapy and/or individual sessions for each parent.

25. On June 12, 2022, three weeks after the minor client P.N. told Respondent about and showed her the dog bite, Respondent submitted her final report to the court wherein she requested the court relieve her of the responsibility for co-parenting stating that due to accusations of bias from C.G. the therapeutic relationship had been severed and had become a conflict of interest for Respondent. Respondent cited accusations by C.G. of bias beginning after the February 14, 2022 hearing.

26. Through the investigation of this matter, the Board obtained information from the court appointed case manager who reviewed Respondent's reports, created a parenting plan and is otherwise familiar with the co-parenting therapy and individual therapy for minor client P.N; provided, however, that the case manager did not work alongside with Respondent on the case, but was assigned after Respondent had completed two years of clinical work with the family.

II. APPLICABLE LAW

27. Pursuant to K.S.A. 65-5809(a)(9), the Board may refuse to issue, renew or reinstate a license, may condition, limit, revoke or suspend a license, may publicly or privately censure a Respondent or may impose a fine not to exceed \$1,000 per violation upon a finding that a Respondent has engaged in unprofessional conduct as defined by applicable rules and regulations adopted by the Board.

28. K.A.R. 102-3-12a(b)(10) and (38) provide in relevant part, that any of the following acts by a licensee shall constitute unprofessional conduct.

(10) offering to perform or performing professional counseling, assessments, consultations, or referrals clearly inconsistent or incommensurate with one's training, education or experience or with accepted professional standards;

.....

(38) making or filing a report that one knows to be false, distorted, erroneous, incomplete, or misleading;

III. CONCLUSIONS OF LAW

29. Based on the facts stipulated to herein, Respondent is subject to sanction pursuant to K.S.A. 65-5809(a)(9) for engaging in unprofessional conduct as defined by applicable rules and regulations adopted by the Board, namely K.A.R. 102-3-12a(b)(10) for performing services clearly inconsistent with professional standards by continuing to provide therapy to minor client P.N., co-parenting therapy and family therapy in the midst of a conflict of interest including following assertions of bias by C.G.

IV. AGREEMENT

30. Respondent and the Board mutually desire to enter into a Consent Agreement and Final Order in lieu of further adjudicative proceedings at this time.

WHEREFORE, Respondent agrees and consents to, and the Board further orders, the following terms and conditions:

a. Respondent shall be required to obtain six (6) additional continuing education hours in professional boundaries and highly conflictual systems. These hours may not be used toward the total number of continuing education hours required for license renewal.

b. Within ninety (90) days of the effective date of this Consent Agreement and Final Order, Respondent shall submit to the Board's investigator documentation of completion of the six (6) additional continuing education hours.

c. Respondent shall be responsible for any costs incurred in satisfying the terms of the Agreement.

d. Respondent shall submit to the Board's investigator at its offices located at 700 SW Harrison St, Suite 420, Topeka, Kansas, 66603, any and all documents evidencing compliance with the terms and conditions required by this Consent Agreement and Final Order.

V. ADDITIONAL STIPULATIONS

31. Respondent agrees that all information in the possession of the Board's Complaint Review Committee, its staff, its investigators and its attorney regarding the matters which led to this disciplinary action, the investigation and all information discovered during the pendency of the disciplinary action may be disclosed to and considered by the Board's Complaint Review Committee as part of the presentation and consideration of the proposal of settlement in the form of this Consent Agreement and Final Order, with or without the presence of the Respondent or her attorney. In the event that this Consent Agreement and Final Order is not accepted and approved by the Board's Complaint Review Committee, Respondent waives any objection to such Board members' consideration of this Consent Agreement and Final Order or the information mentioned in the preceding sentence and further waives the disqualification of any Board member, including any right to seek the disqualification of any Board member, based on such Board member's consideration of said document and information.

32. The stipulations and orders contained herein shall not become binding until this Consent Agreement and Final Order is approved and entered by the Complaint Review Committee. Respondent acknowledges that the approval of the Board's Counsel shall not constitute the approval of the Board or bind the Board to approve this Consent Agreement and Final Order.

33. Respondent agrees that this Consent Agreement and Final Order is in conformance with Kansas and federal law and the Board has jurisdiction to enter into it. Respondent further agrees that the Act referenced in paragraph 2 above is constitutional on its face and as applied in this case.

34. This stipulation constitutes the entire agreement of the parties and may only be modified by a subsequent writing signed by them. The agreement shall be interpreted in accordance with the laws of the State of Kansas.

35. Respondent acknowledges that she has the following rights:

- (a) To have formal notice of charges served upon her;
- (b) To file a response to the charges;
- (c) To have notice of and participate in a formal adjudicative hearing with the Board or its designee making specific findings of facts and conclusions of law based only upon evidence admitted at such hearing; and
- (d) To take advantage of all applicable provisions of the Kansas Administrative Procedure Act, K.S.A. 77-501 et seq. and the Kansas Judicial Review Act, K.S.A. 77-601 et seq.

Respondent freely waives these rights and acknowledges that such waiver is made voluntarily and in consideration of avoiding an administrative hearing and the Board's agreement to limit the disciplinary action taken against her in accordance with the terms and conditions provided for herein. Respondent also waives all of her rights to seek reconsideration, administrative review and/or judicial review of this Consent Agreement and Final Order or to otherwise challenge or contest this Consent Agreement and Final Order in any direct or collateral administrative or judicial proceedings.

36. Respondent acknowledges that she enters into this Consent Agreement and Final Order freely and voluntarily after consultation or a reasonable opportunity for consultation with counsel of her choosing. Respondent further acknowledges that her representatives have read this Consent Agreement and Final Order in its entirety, that they understand its legal consequences and that they agree that none of its terms or conditions is unconscionable, arbitrary, capricious or unreasonable.

37. Time is of the essence to this Consent Agreement and Final Order. Respondent acknowledges and agrees that any violation of this Consent Agreement and Final Order shall constitute a violation of a lawful Board order pursuant to K.S.A. 65-5809(a)(11) and grounds for further disciplinary action against her. The pendency of any disciplinary action arising out of any alleged violation of this Consent Agreement and Final Order shall not affect the obligation of Respondent to comply with all terms and conditions of this Consent Agreement and Final Order.

38. This Consent Agreement and Final Order constitutes the entire and final agreement of the parties. In the event any provision of this Consent Agreement and Final Order is determined to be invalid or unenforceable by a court of competent jurisdiction, it shall be severed and the remaining provisions of this Consent Agreement and Final Order shall be given full force and effect.

39. Upon execution by all parties and entry as an order by the Board, this Consent Agreement and Final Order shall be a public record in the custody of the Board

40. This Consent Agreement and Final Order shall become effective on the day it is approved by the signature of the Complaint Review Committee's Chairperson or designee below.

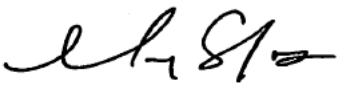
41. Respondent acknowledges that she has been advised by the Board that after the Consent Agreement and Final Order becomes effective Respondent has the right within 15 days after service of this Consent Agreement and Final Order to file a petition for reconsideration with the Board and the right within 30 days after service of the Consent Agreement and Final Order to file a petition for judicial review in the District Court of Shawnee County, Kansas in accordance with the Kansas Judicial Review Act, K.S.A. 77-601 et seq., which must be served on the Kansas Behavioral Sciences Regulatory Board by serving David Fye, its Executive Director, at 700 SW Harrison, Suite 420, Topeka, KS 66603-3240. However, Respondent expressly waives these rights.

42. In accordance with K.S.A. 77-531(a)(3), Respondent consents to service of this Consent Agreement and Final Order via electronic mail, addressed to Respondent at:

[REDACTED]

WHEREFORE, the parties consent to these provisions, which are hereby made the Final Order of the Kansas Behavioral Sciences Regulatory Board in the above-captioned case.

IT IS SO ORDERED.



Mary Jones
Chairperson, Complaint Review Committee
On behalf of the Behavioral Sciences Regulatory Board

APPROVED AND CONSENTED TO:



Julia C. Battle, LCPC
Respondent

08/05/2025

Date

CERTIFICATE OF SERVICE

This is to certify that on this 11 day of August, 2025, a true and correct copy of the above and foregoing Consent Agreement and Order was served via electronic mail only, addressed to:

Julia C. Battle



Christopher A. Brackman
Franke Schultz & Mullen, PC
7101 College Blvd., Ste. 510
Overland Park, KS 66210
cbrackman@fsmllawfirm.com

Timothy D. Resner
Frieden & Forbes, LLP
1414 SW Ashworth Place, Suite 201
Topeka, KS 66604
tresner@fflawllp.com
*Counsel for the Board of the Behavioral
Sciences Regulatory Board*

A handwritten signature in cursive script, appearing to read "Cindy D. Mule".

Staff,
Kansas Behavioral Sciences Regulatory Board