

**SETTLEMENT AGREEMENT BETWEEN
THE STATE COMMITTEE OF PSYCHOLOGISTS
AND ROSEMARIE KUGLER, PSY.D.**

Rosemarie Kugler, Psy.D. (“**Dr. Kugler**”) and the State Committee of Psychologists (“**Committee**”)¹ enter into this Settlement Agreement for the purpose of terminating Dr. Kugler’s license² as a psychologist.

Part I: Waiving of Rights

Pursuant to Section 536.060, RSMo. Dr. Kugler and the Committee (individually a “**Party**,” and collectively, the “**Parties**”) waive their right to a hearing before the Administrative Hearing Commission of the State of Missouri (the “**AHC**”), as the Parties agree there is no cause for a hearing before the AHC. Additionally, Dr. Kugler waives her right to a disciplinary hearing before the Committee under Section 621.110, RSMo., as the Parties agree there is no cause for a hearing before the Committee. The Parties jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Dr. Kugler acknowledges the various rights and privileges afforded by law, including the right to a hearing of the charges against the License; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence at the hearing; the

¹ Unless otherwise indicated, “**Committee**” shall have the same definition as shown in Section 337.010, RSMo. (2000) and as used in Sections 337.010 through 337.090, RSMo. Unless otherwise indicated, all statutory references are to the Revised Statutes of Missouri (2000), as amended.

² License No. 2006029912 (the “**License**”).

right to a decision upon the record of the hearing by a fair and impartial Administrative Hearing Commissioner concerning the pending charges; the right to a ruling on questions of law by the AHC; the right to a disciplinary hearing before the Committee (if needed), during which evidence could be presented in mitigation of discipline; the right to obtain judicial review of any decisions of the AHC or the Committee, and the right to a claim for attorney fees and expenses.

Similarly, the Committee, created pursuant to Section 337.050, RSMo., has adopted rules and regulations, specifically 20 CSR 2235-1, under which it is responsible for the licensure of psychologists, such as Dr. Kugler, and where necessary, the discipline of certain licenses, including the License. The Committee acknowledges its rights and responsibilities under Chapters 337, 536, and 621, RSMo,³ as well as 20 CSR 2235, 1 CSR 15, including the right to file a formal complaint with the AHC seeking to discipline the License (which the Committee has already done, *see State Committee of Psychologists v. Rosemarie Kugler*, Case No. 24-0919 (Mo. AHC), filed May 16, 2024 (the “AHC Complaint”)); the right to appear and present evidence in support of its formal complaint; the right to seek a disciplinary hearing against the licensee should a basis for discipline be found; the right to file further complaints as to the discipline of the License as related to the events and/or claims stated in the AHC Complaint; and the right to obtain judicial review of any decisions by the AHC.

³ Including but not limited to Sections 337.035, 621.045, 621.100, 621.110, 621.135, 621.145, 621.189, RSMo.

Fully aware of these rights provided by law, the Parties knowingly and voluntarily waive each and every one of the aforementioned rights and freely enter into this Settlement Agreement and agree to abide by the terms of this Settlement Agreement as they may pertain to either Party individually or to the Parties together.

Dr. Kugler acknowledges that she has received copies of documents that the Committee relied upon in reaching its conclusion there was cause to discipline the License. For the purpose of settling this dispute, the Parties stipulate that the Committee's AHC Complaint asserted statements which, if proven at before the AHC, would constitute grounds for discipline of the License, and that Dr. Kugler filed her Answer to Petitioner's Complaint at the AHC asserting that her License was not subject to disciplinary action by the Committee. The parties freely enter into this Settlement Agreement as a means to amicably resolve the AHC Complaint.

Part II: Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the Committee and Dr. Kugler jointly stipulate to the following:

1. The Committee is an agency of the State of Missouri created and established pursuant to Chapter 337, RSMo, for the purpose of carrying out the provisions of Chapter 337, RSMo, relating to psychologists.

2. Dr. Kugler is a natural person licensed by the Committee as a psychologist, License No. 2006029912. The License was, at all relevant times, current and active, but the License is now expired.

3. Dr. Kugler's last address registered with the Committee is 510 Prospect Place Ct., Lake Saint Louis, MO 63367.

4. For purposes of this Settlement Agreement, the Parties incorporate by reference the Complaint filed by the Committee with the AHC on May 16, 2024, captioned *State Committee of Psychologists v. Rosemarie Kugler*, Case No. 24-0919 (Mo. AHC).

5. Pursuant to the Committee's authority under subsection 337.050.9, RSMo., the Committee has promulgated and adopted "Ethical Rules of Conduct," in 20 CSR 2235-5.030

6. Dr. Kugler does not admit to any wrongdoing, nevertheless the evidence against Dr. Kugler is sufficient to prove cause exists to discipline her license for violations of Section 337.035.2(5), (13), and (15).

Part III: Joint Agreed Disciplinary Order

1. Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the discipline entered by the Committee in this matter under the authority provided in Chapter 337.

2. Upon full execution of this Settlement Agreement, the Committee agrees to file a notice of dismissal, pursuant to 1 CSR 15-3.431, dismissing the AHC Complaint, in its entirety, with prejudice.

3. The Committee further agrees not to bring further action related to the claims and/or events discussed in the AHC Complaint.

4. Dr. Kugler agrees to permanently SURRENDER her license as a psychologist. Dr. Kugler shall return all indicia of licensure in her possession to the Committee.

5. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning any future violations by Dr. Kugler of Chapter 337, RSMo, or the regulations promulgated thereunder.

6. This Settlement Agreement does not bind the Committee or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are not now known to the Committee and may be discovered.

7. This Settlement Agreement is the joint work product of the Parties hereto and, in the event of any ambiguity herein, no inference shall be drawn against either Party by reason of document preparation.

8. The parties to this Settlement Agreement understand that the Committee will maintain this Settlement Agreement as an open record of the Committee as required by Chapter 610, RSMo, as amended.

9. Dr. Kugler, together with her heirs, assigns, representatives, and attorneys, hereby waive, release, acquit, and forever discharge the Committee, its respective members, employees, agents and attorneys of, or from any liability claims, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claims for attorney's fees and expenses, whether known or contemplated, including, but not limited to any claims pursuant to Section 536.067,

RSMo, or any claim arising under 42 U.S.C. § 1983 which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

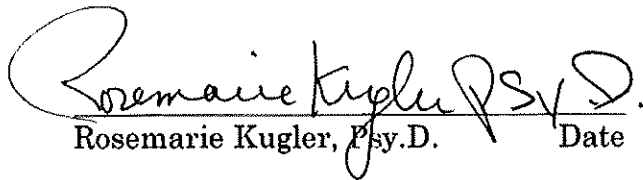
10. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the Party against whom the enforcement of the change, waiver, discharge, or termination is sought.

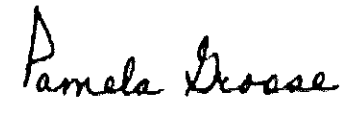
11. This Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Executive Director of the Board.

EFFECTIVE DATE:
[To be filled in with last signature]

Licensee

State Committee of Psychologists


Rosemarie Kugler, Psy.D. Date

 11/7/2024
Pamela Groose Date
Executive Director

ANDREW BAILEY
Attorney General

/s/ Heather N. Hicks
Heather N. Hicks, Bar No. 74696
Assistant Attorney General
*Attorneys for the Missouri
Committee of Psychologists*

EFFECTIVE: 11/22/2024