

SETTLEMENT AGREEMENT BETWEEN  
THE STATE COMMITTEE OF PSYCHOLOGISTS  
AND CHRISTOPHER J. UDELL, Ph.D.

Christopher J. Udell, Ph.D. (“Udell” or “Licensee”) and the State Committee of Psychologists (“Committee”) enter into this Settlement Agreement for the purpose of resolving the question of whether Udell’s license as a psychologist (License No. 2010031032) will be subject to discipline.

The parties hereto waive the right to a hearing before the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Committee under § 621.110, RSMo.<sup>1</sup> The Committee and Licensee jointly stipulate and agree that a final disposition of this matter may be effectuated as described below.

Licensee acknowledges that Licensee understands the various rights and privileges afforded Licensee by law, including the right to a hearing of the charges against Licensee; 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 against Licensee at the hearing; the right to present evidence on Licensee’s behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Committee at which time Licensee may present evidence in mitigation of discipline; the right to a claim for attorney’s fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Committee.

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri 2000, as amended, unless otherwise indicated.

Being aware of these rights provided to him by law, Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

Licensee acknowledges that he has received a copy of the investigative report and other documents relied upon by the Committee in determining there was cause to discipline Licensee's license, along with citations to law and/or regulations the Committee believes was violated.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Committee that Licensee's license, numbered 2010031032 is subject to disciplinary action by the Committee in accordance with the provisions of Chapter 621, and Sections 337.010 through 337.345, RSMo.

#### **Part I.**

##### **Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the Committee and Licensee herein 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. Christopher Udell, Ph.D., is a natural person with a current address of 1917 Lagrange Road, Chula Vista, California. Licensee is licensed by the Committee as a psychologist, License No. 2010031032, and Licensee's Missouri license was active and unencumbered at all relevant times herein.
3. Licensee is a Naval Officer on active duty and is currently stationed at the Naval Medical Center in San Diego. From December 2017 to October 2022, he was assigned to the 3<sup>rd</sup>

Marine Logistics Group (“3DMLG”) in Okinawa, Japan, as a military clinical psychologist, and then from June 2020 to July 2022 as the Officer in Charge of the Combat Stress Platoon, a mental health unit responsible for the 5,000 Marines and Sailors that served there.

4. In September of 2019, A.H., an active-duty Marine, sought psychological counseling with the Combat Stress Platoon and Licensee provided clinical treatment for A.H., which concluded many months prior to the general court-martial proceedings referenced below.

5. On or about March 23, 2023, the Committee received a complaint from A.H. against Licensee, alleging that Licensee had violated her privacy and confidentiality by disclosing information relating to her prior psychological counseling.

6. A.H., now a civilian, asserted in her complaint that while on active-duty service at the 3DMLG she had been sexually assaulted by another Marine in February 2020, and “later made an unrestricted report of sexual assault,” which initiated a Naval Criminal Investigative Service investigation and led to general court-martial charges against her alleged assailant. A.H. alleged that Licensee’s breach of her confidentiality occurred during the court-martial proceedings.

7. Licensee stated that in October 2021, he learned that the 3DMLG Commanding General had appointed him as an expert consultant on a new case. Defense counsel on the case contacted Licensee and asked him to come to his office to discuss this assignment. During their meeting, defense counsel asked if they could discuss a second case. Unbeknownst to Licensee, he had also been appointed as an expert consultant on this second case which actually concerned his former patient, A.H. Defense counsel did not mention the name of the accuser on the second case and Licensee did not realize that the case involved his prior patient, A.H., until November 14, 2021, when reviewing emails from defense counsel.

8. Licensee then notified defense counsel that a provider-patient relationship with A.H. would ethically prevent him from testifying for either the defense or the government. Licensee stated that A.H. was a prior patient, but also made a statement about the strength of the government's case. Defense counsel contacted Licensee about his statement and on November 16, 2021, Licensee emailed that "although I think it's unlikely that my treatment records would be admissible unless both parties agreed to it, those records contain information that would contradict her allegations - And if this went to trial, she would be both unreliable and vulnerable to emotional breakdown on the stand."

9. On December 2, 2021, defense counsel filed a motion requesting production of A.H.'s mental health records (which were not under Licensee's possession or control), along with a request to interview Licensee. The military judge overseeing the court-martial trial ultimately granted the motion on March 1, 2021, and ordered the production of A.H.'s records. A.H. claims that the defense used the records in the court-martial trial and that the court member panel returned a verdict of "not guilty" on April 8, 2022. After the trial, A.H. then made a complaint to the Naval Medical Inspector General and a HIPAA complaint against Licensee.

10. On or about May 19, 2023, Licensee responded to the present complaint. Licensee stated the breach of confidentiality was not intentional. In his responsive letter, Licensee provided information about his educational and work history. He stated he has served as a Navy psychologist for more than twelve years. Licensee stated that when he was first assigned as an expert consultant, he did not realize the accuser was his former client, A.H. He stated he sent an email stating he could no longer serve as the consultant due to the prior patient-provider relationship and stated he "lost focus" with his statement about the success of the case going forward. He stated that he acknowledges his mistake, accepts responsibility, and is

“deeply sorry.” Licensee stated that A.H.’s legal counsel in the court-martial case informed him he would have to testify at a *closed hearing* in which only the prosecution, victim’s legal counsel, defense counsel, and the judge would be present. Licensee stated he understood the purpose of the closed hearing was to attempt to block the admission of A.H.’s records at the court-martial trial. Licensee also provided information about the continuing education he completed on HIPAA and Privacy Act Training in both January and August of 2022 and April of 2023, and a course on Ethical Consideration in Paid Peer Consultants he completed in December 2022.

11. Regulation 20 CSR 2235-5.030 states, in relevant part:

...

(9) Protecting Confidentiality of Clients.

...

(B) Safeguarding Confidential Information. The psychologist shall safeguard the confidential information obtained in the court of practice, teaching, research or other professional duties. Psychologists who offer services, products, or information via electronic transmission shall inform clients/patients of the risks to privacy and limits of confidentiality.

(13) Violations of Law.

(A) Violations of Applicable Statutes. The psychologist shall not violate any applicable statute or administrative rule regarding the practice of psychology;

12. Therefore, as a result of Udell’s conduct, cause exists for the Committee to discipline Udell’s psychology license for violations of 20 CSR 2235-5.030(9) and (13) under § 337.035.2(6), (13) and (15), RSMo.

13. Cause exists for the Committee to take disciplinary action against Licensee's license under § 337.035, RSMo, which states in pertinent part:

2. The Committee may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

....

(6) Violation of, assisting, or enabling any person to violate, any provision of this chapter, or any lawful rule or regulation adopted pursuant to this chapter;

...

(13) Violation of any professional trust or confidence;

...

(15) Being guilty of unethical conduct as defined in "Ethical Rules of Conduct" as adopted by the committee and filed with the secretary of state.

## **Part II.**

### **Joint Agreed Disciplinary Order**

14. Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Committee in this matter under the authority of §§ 536.060, 621.045, and 621.110, RSMo.

15. Udell's license to practice psychology, License No. 2010031032, is hereby **CENSURED.**

16. The parties to this Agreement understand that the State Committee of Psychologists will maintain this Agreement as an open record of the Committee as provided in Chapters 337, 610 and 324, RSMo.

17. The terms of this settlement agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise provided 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.

18. Licensee, together with his heirs and assigns, and his attorneys, do hereby waive, release, acquit and forever discharge the Committee, its respective members and any of its employees, agents, or attorneys, including any former Committee members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including but not limited to, any claims for attorney's fees and expenses, including any claims pursuant to § 536.087, RSMo, or any claim arising under 42 U.S.C. § 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case, its settlement, 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 of law deems this settlement agreement or any portion thereof to be void or unenforceable.

Licensee

Christopher Udell 11/27/23  
Christopher J. Udell, Ph.D. Date

State Committee of Psychologists  
Pamela Groose 11/28/2023  
Pamela Groose  
Executive Director

