

COMMONWEALTH OF KENTUCKY  
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS  
CASE NOS. 2021LPC00021 and 2021LPC00028

Kentucky Board of Licensed Professional Counselors,

Petitioner;

v.

Dakota Gallimore, LPCA, License No. 261448,

Respondent.

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**AGREED ORDER**

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The Kentucky Board of Licensed Professional Counselors (the "Board"), and Dakota Gallimore, Licensed Professional Counselor Associate ("LPCA") license #261448, hereby agree as follows:

**FACTS**

1. Two complaints submitted to the Board and assigned agency case numbers 2021LPC00021 and 2021LPC00028 alleged conduct constituting several violations of the Board's code of ethics, including 201 Kentucky Administrative Regulations ("KAR") 36:040 §§ 1(1)(a), 1(2)(b), 1(2)(c), 1(2)(d), 1(2)(e), 1(2)(j), 2(19), 2(25), 2(32), 3(1), 4(1), 4(2), 4(3), 4(4), 5(1)(d)(1), 5(24)(a), 5(26), and 7(a), all as prohibited by KRS 335.540(1)(g).
2. After all parties were afforded an opportunity to respond pursuant to applicable law, the Board conducted an investigation.
3. Upon review of all available information, the Board concluded that there is sufficient evidence that Gallimore violated the Board's code of ethics.
4. Gallimore agrees that the Board has authority to revoke his LPCA license pursuant to KRS 335.515(7) and KRS 335.540(1)(c).

5. Gallimore and the Board mutually agree to the Board's revocation of his LPCA license in resolution of these complaints and in lieu of pursuing a formal disciplinary action.

**The Board and Gallimore now therefore agree to this Agreed Order, which resolves Complaint Nos. 2021LPC00021 and 2021LPC00028 on the following terms and conditions:**

### FINDINGS

Gallimore acknowledges that the Board could find by a preponderance of the evidence that he engaged in conduct that violates the provisions of KRS 335.540 and 201 KAR 36:040 §§ 1(1)(a), 1(2)(b), 1(2)(c), 1(2)(d), 1(2)(e), 1(2)(j), 2(19), 2(25), 2(32), 3(1), 4(1), 4(2), 4(3), 4(4), 5(1)(d)(1), 5(24)(a), 5(26), and 7(a).

### VOLUNTARY WAIVER OF RIGHTS

Gallimore has had the opportunity at all times to seek advice concerning this matter from competent counsel of his choice. No coercion has been exerted upon Gallimore, nor have any promises been made other than those reflected in this Agreed Order, to induce him to execute this Agreed Order. Gallimore has freely and voluntarily entered into this Agreed Order, motivated only by a desire to resolve the issues addressed herein. Gallimore has executed this Agreed Order only after a careful reading of it and a full understanding of all of its terms.

Gallimore waives the right to challenge any term or condition of this Agreed Order notwithstanding any other statutory provision of KRS 335.500 to 335.599, or 201 KAR Chapter 36. Gallimore expressly agrees those terms and conditions contained therein are exclusively a matter of private right.

Gallimore is fully aware of his rights to contest charges in a formal hearing. Those rights include: representation by an attorney at Gallimore's own expense, the right to a public hearing on any charges contained in a formal complaint of the Board, the right to confront and cross-

examine witnesses called to testify against Gallimore, the right to present evidence on Gallimore's behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on Gallimore's own behalf, the right to receive written findings of fact and conclusions of law supporting the decision on the merits of a formal complaint of the Board, the right to obtain judicial review of the Board's decision, and the right to appeal any final order of the Board to the Circuit Court as otherwise allowed by KRS 335.550.

Gallimore understands that by entering into this Agreed Order he waives all of those rights in consideration for the Board's acceptance of this Agreed Order.

### **JURISDICTION**

Gallimore acknowledges that the Board has jurisdiction over Gallimore and the conduct which has precipitated this Agreed Order. Gallimore also acknowledges that the Board has the legal power to take disciplinary action up to and including revocation of Gallimore's license to practice professional counseling in Kentucky. Gallimore acknowledges the Board will retain jurisdiction over this matter until all terms and conditions set forth in this Agreed Order have been met to the satisfaction of the Board.

### **PUBLICATION**

Gallimore acknowledges that, once adopted by the Board, this Agreed Order is considered a public document, available for inspection at any time by any member of the public under the Kentucky Open Records Act. Further, Gallimore understands the Board is free to make any use it deems appropriate of the contents of this Agreed Order, which shall include the Board's ability to share the content of this Agreed Order with any governmental or professional board or organization, publication of a summary in the Board's newsletter, reporting under federal law, and availability via the Board's web site.

## TERMS

In consideration of the mutual promises, covenants, and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Gallimore shall execute and return a copy of this Agreed Order to the Board within thirty (30) days of receipt of the Agreed Order or it shall be null and void.
2. Gallimore's LPCA license shall be revoked.
3. Gallimore shall cease and desist from the practice of professional counseling in Kentucky.
4. Gallimore may apply for reinstatement of his LPCA license only as provided by KRS 335.540(2) and 201 KAR 36:075(2)(a).
5. Upon approval of this Agreed Order by the Board, the Board shall dismiss complaint numbers 2021LPC00021 and 2021LPC00028 and shall take no further action whatsoever thereon so long as Gallimore remains in compliance with the conditions and obligations under this Agreed Order.
6. No further action will be taken by the Board in response to any of the findings from the Board's investigation.
7. Gallimore acknowledges that at all times relevant hereto he has had the opportunity to retain and consult with competent legal counsel of his choosing.
8. All parties agree to take all actions necessary that would cause the conditions and obligations under this Agreed Order to become effective upon the effective date of this Agreed Order, or, in the event that additional documents may need to be executed after the effective date

of this Agreed Order, the parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

### **ACCEPTANCE BY THE BOARD**

Gallimore acknowledges that this Agreed Order, after his execution of same, shall be presented to the Board with a recommendation for approval from the Board's legal counsel at the next regularly scheduled meeting of the Board following receipt of the executed agreement. The Agreed Order shall not become effective until it has been approved by the Board and endorsed by the Chair of the Board. Gallimore understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right he may have had to challenge, based upon the presentation of this Agreed Order to the Board, the impartiality of the Board to hear an administrative action if this Agreed Order is rejected. If this Agreed Order is rejected by the Board, it shall be regarded as null and void, and of no effect. No statement or term contained in this Agreed Order will be regarded as evidence in any subsequent disciplinary hearing, nor shall any inference be taken from Gallimore's willingness to enter into this Agreed Order.

### **ENFORCEABILITY**

All parties and their undersigned representatives warrant and represent that they have the requisite power and authority to enter into this Agreed Order and to effectuate the purposes herein, and that this Agreed Order shall be legally binding and enforceable against each party in accordance with terms of the Agreed Order.

### **EFFECTIVE DATE**

The effective date of this Agreed Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

### **CHOICE OF LAW, VENUE, AND TRIAL RIGHTS**

This Agreed Order shall be governed in all respects by the laws of the Commonwealth of Kentucky. Any disputes arising under this Agreed Order shall be resolved in the Circuit Court of Franklin County, Kentucky; the parties consent and agree to the *in personam* jurisdiction of such Court. The parties agree that trial of any such litigation shall be by bench trial only, and each party hereby waives its right to jury trial in any dispute arising from this Agreed Order.

**COSTS**

The parties shall bear their respective costs.

**MODIFICATION**

This Agreed Order may not be altered, amended, or modified except by a written agreement executed by all parties.

**RELEASE OF LIABILITY**

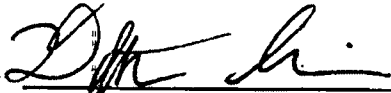
Gallimore and Gallimore's executors, administrators, successors and assigns hereby release and forever discharge the Commonwealth of Kentucky, the Board, and the Public Protection Cabinet, and each of their members, agents, and employees in their individual and representative capacities from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Gallimore 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 disciplinary action, this Agreed Order, or its administration.

**ENTIRE AGREEMENT**

This Agreed Order embodies the entire agreement between the Board and Gallimore. This Agreed Order shall constitute a binding contract between Gallimore and the Board, subject only to approval by the Board as set forth above. Gallimore shall not rescind, revoke, withdraw,

or seek to modify this Agreed Order prior to or during its presentation to the Board at a regularly scheduled meeting of the Board.

**HAVE SEEN AND AGREED:**



Dakota Gallimore, LPCA License No. 261448  
Respondent

6-6-2022

Date



Dr. Andrea Brooks  
Chair  
Kentucky Board of Licensed Professional Counselors

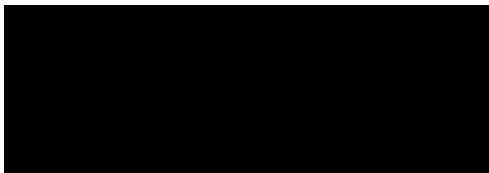
6/17/2022

Date

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Agreed Order was mailed today by certified mail, return receipt requested and via electronic mail to:

Dakota Gallimore, LPCA

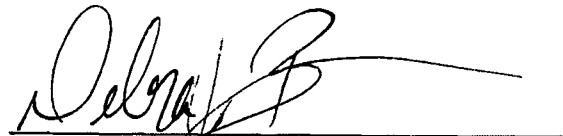


*Respondent*

And via electronic mail to:

Michael Barnett  
Kentucky Board of Licensed Professional Counselors  
500 Mero Street  
2 SW 19  
Frankfort, Kentucky 40602  
michael.barnett@ky.gov  
*Board Counsel*

Date: 6-20-2022

  
Board Administrator