

COMMONWEALTH OF KENTUCKY
PUBLIC PROTECTION CABINET
DEPARTMENT OF PROFESSIONAL LICENSING
KENTUCKY BOARD OF LICENSED PROFESSIONAL COUNSELORS
IN RE: CARL ANTHONY PULEO, LPCC LICENSE NO. 266437

AGREED ORDER OF VOLUNTARY SURRENDER

Come now the Kentucky Board of Licensed Professional Counselors (hereafter "the Board") and Carl Anthony Puleo (hereafter "Mr. Puleo") (collectively, "the Parties") and hereby enter into the following Agreed Order:

STIPULATION OF FACTS AND LAW

1. For purposes of this Agreed Order, Mr. Puleo agrees he has been charged with *Receipt of Child Pornography, Distribution of Child Pornography and Possession of Child Pornography* and pleaded guilty as set forth in the Plea Agreement of Defendant Carl Puleo filed on June 9, 2023, in the matter of United States of America v. Carl Puleo, Criminal Action Number 1:22-CR-00045-GNS, before the United States District Court for the Western District of Kentucky. A copy is incorporated by reference and attached hereto.
2. Mr. Puleo's plea was accepted by the United States District Court for the Western District of Kentucky on June 9, 2023. A copy of the Order accepting the plea is incorporated by reference and also attached hereto.
3. Mr. Puleo has not conducted or participated in professional clinical counseling, as defined in KRS 335.500(5), in any capacity since at least the date of his incarceration on June 9, 2023.
4. As of the date of his execution of this Agreed Order, Mr. Puleo is due to be sentenced on September 15, 2023, in the matter of United States of America v. Carl Puleo, Criminal Action Number 1:22-CR-00045-GNS, before the United States District Court for the Western District of Kentucky.

5. The Board is authorized under KRS 335.515(7), 335.540(1) and 201 KAR 36:050 to take disciplinary action against licensees.
6. Sufficient evidence exists in this matter for the Board to take disciplinary action under KRS 335.540(1), including, but not limited to, the following causes: (a), (e), (g), and (h).
7. Mr. Puleo recognizes there exists sufficient evidence to sustain a disciplinary action in an Administrative Hearing against his license issued pursuant to KRS Chapter 335. Mr. Puleo nevertheless desires to settle this matter in an expeditious manner without resorting to an Administrative Hearing.

VOLUNTARY WAIVER OF RIGHTS

8. Mr. Puleo has at all times relevant to this matter had the opportunity to seek advice from competent legal counsel of his choice. Mr. Puleo has not been coerced in any respect to enter into this Agreed Order, nor have any promises been made other than those reflected in this Agreed Order.
9. Mr. Puleo freely and voluntarily enters into this Agreed Order for the purposes of resolution of the issues presented herein, and has executed this Agreed Order only after a careful reading and understanding of all of its terms.
10. Mr. Puleo understands his right to contest the allegations against him in a formal hearing. He understands he has the right to:
 - a. be represented by an attorney at his own expense;
 - b. a public hearing on any charges or allegations filed;
 - c. confront and cross-examine any witnesses called to testify against him;
 - d. present evidence on his own behalf;
 - e. compulsory process to secure the attendance of such witnesses;

- f. testify on his own behalf;
- g. receive written findings of fact and conclusions of law supporting the decision on the merits of the allegations made against him; and
- h. appeal any final order of the Board to the Franklin Circuit Court as otherwise allowed by KRS 335.545 and KRS Chapter 13B.

11. Mr. Puleo is voluntarily waiving all these rights in exchange for the Board's acceptance of this Agreed Order. Respondent makes this waiver freely and voluntarily.

12. Mr. Puleo recognizes that if this matter was to proceed to an Administrative Hearing, there exists sufficient evidence to sustain a disciplinary action against him. Mr. Puleo nevertheless desires to settle this matter in an expeditious manner without resorting to an administrative hearing.

TERMS AND CONDITIONS

13. Based on the foregoing Stipulation of Facts and Law and based upon Mr. Puleo's desire to voluntarily surrender his license, the Parties hereby agree to the following terms:

14. Mr. Puleo shall voluntarily surrender Board-issued LPCC License # 266437, with the effective surrender date being June 9, 2023.

15. Mr. Puleo agrees and understands that the surrender of his license in accordance with this Agreed Order shall constitute license discipline and shall be recorded as license discipline in Board records and database.

16. Mr. Puleo shall be permitted to reapply for licensure with the Board but not until the later of the following has occurred:

- a. A minimum of five years has passed since his execution of this Agreed Order as authorized by KRS 335.540(2); or,

b. He has completed any term of imprisonment imposed in United States District Court, in the matter of United States of America v. Carl Puleo, Criminal Action Number 1:22-CR-00045-GNS, before the United States District Court for the Western District of Kentucky.

17. Mr. Puleo understands and agrees that the decision about whether to issue a new license to resume the practice of professional clinical counseling within the Commonwealth of Kentucky lies in the sole discretion of the Board.

18. Mr. Puleo expressly understands and agrees that if the Board grants his request to reinstate his license to resume the practice of professional clinical counseling in the future, it shall do so by an Amended Agreed Order that, at a minimum, shall require Mr. Puleo to pay a fine of \$5000, to retake any appropriate licensing examination and meet all contemporary licensing requirements, and to complete a two-year term of probationary licensure status with a board-approved supervisor, during which he shall be required to comply with all legal and professional standards applicable to all Board licensees and any material violation of such standards shall be grounds for immediate suspension of the probationary license, at the Board's sole discretion.

19. Any violation by Mr. Puleo of the terms of this Agreed Order shall be grounds for further action by the Board.

20. Mr. Puleo 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, and the Board may institute further disciplinary action.

AUTHORITY TO BIND

21. 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.

CHOICE OF LAW

22. 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.

RELEASE OF LIABILITY

23. In consideration of execution of this Agreed Order, Mr. Puleo, together with any of his executors, administrators, agents, successors and assigns, do hereby release and forever discharge the Commonwealth of Kentucky, the Kentucky Board of Licensed Professional Counselors, the Public Protection Cabinet, and each of their members, agents, and employees in both their individual and representative capacities, of and from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known or unknown, in law or equity, which Mr. Puleo ever had, now has, may have or claim to have against any or all of the entities or persons named in this paragraph arising out of or by reason of this investigation, this Agreed Order, or its administration.

ACCEPTANCE BY THE BOARD

24. Mr. Puleo acknowledges that after he signs this Agreed Order, the Agreed Order shall be presented to the Board with a recommendation for approval from the Board's Counsel at the

next regularly scheduled meeting of the Board following receipt of the executed Agreed Order. Mr. Puleo understands the Board is under no obligation to accept or reject this Agreed Order, and hereby waives any right Mr. Puleo 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 Mr. Puleo's willingness to enter into this Agreed Order.

OPEN RECORDS

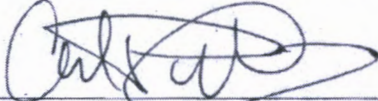
25. Mr. Puleo acknowledges this Agreed Order is subject to disclosure under the Kentucky Open Records Act, may be reportable under Federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate, in its discretion.

COMPLETE AGREEMENT

26. This Agreed Order embodies the entire agreement between the Board and Mr. Puleo. It may not be altered, amended, or modified without the express written agreement of both parties. The effective date of this Agreed Order shall be the date of its approval by the Kentucky Board of Licensed Professional Counselors, and signed by the Chair of the Board.

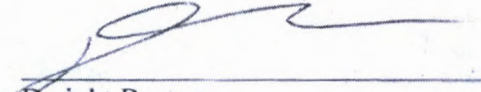
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HAVE SEEN AND AGREED:



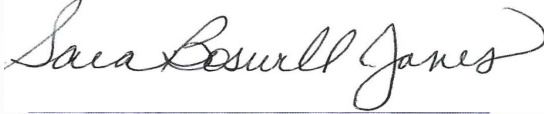
Carl Anthony Puleo

9-15-23
Date



Dwight Burton
Counsel for Carl Anthony Puleo

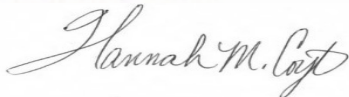
9-16-23
Date



Sara Boswell Janes
Counsel for the Board

10/20/2023
Date

ORDERED BY:



Dr. Hannah Coyt
Chair, Kentucky Board of Licensed Professional Counselors

10/20/2023
Date

CERTIFICATE OF SERVICE

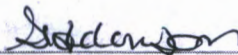
I hereby certify that on November 7, 2023, I sent a copy of the foregoing to the following individuals by means listed here:

By U.S. certified mail, return receipt requested, to:

Dwight Burton
LAW OFFICES OF DWIGHT BURTON, PLLC
935 E. 11th Avenue
Bowling Green, KY 42101

By email:

Dwight Burton
[dwightlaw@gmail.com](mailto:dwrightlaw@gmail.com)



Board Administrator, KBLPC