

1                                   **BEFORE THE BOARD OF PSYCHOLOGIST EXAMINERS**

2                                   **FOR THE STATE OF ARIZONA**

3   In the Matter of:

Case No. 24-30

4   **SUSAN SCHWARTZ, Ph.D.**

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
CONSENT AGREEMENT FOR  
SURRENDER OF PSYCHOLOGIST  
LICENSE**

5   Holder of License No. PSY-001863  
6   For the Practice of Psychology,  
7   In the State of Arizona,

8                                   Respondent.

9           In the interest of a prompt and judicious settlement of the above-captioned matter  
10 before the Arizona Board of Psychologist Examiners ("Board") and consistent with public  
11 interest, statutory requirements and responsibilities of the Board and pursuant to A.R.S. §  
12 32-2061 *et seq.*, and A.R.S. § 41-1092.07(F)(5), Susan Schwartz, Ph.D. ("Respondent"),  
13 holder of License No. PSY-001863 and the Board enter into this Consent Agreement for  
14 Voluntary Surrender of Psychologist License ("Consent Agreement") as the final  
15 disposition of this matter.

16                                   **JURISDICTION**

17           1.   The Board is authorized to regulate the practice of psychology in Arizona  
18 pursuant to A.R.S. § 32-2061, *et seq.*, and the rules promulgated thereunder, found in  
19 Arizona Administrative Code ("A.A.C." or "rules") at R4-26-101, *et seq.*, to regulate and  
20 control the licensing of psychologists in the State of Arizona.

21           2.   Respondent is the holder of license number PSY-001863 for the practice of  
22 psychology in the State of Arizona.

23           3.   The Board has personal and subject matter jurisdiction over Respondent  
24

1 pursuant to A.R.S. § 32-2061, *et seq.*, and the rules of A.A.C. R4-26-101, *et seq.*

2 **RECITALS**

3 Respondent understands and agrees that:

4 1. The Board and Respondent enter into this Consent Agreement to promptly  
5 and judiciously resolve this matter, consistent with the public interest and the statutory  
6 requirements of the Board.

7 2. Respondent has the right to consult with an attorney prior to entering into  
8 this Consent Agreement.

9 3. Respondent has a right to a public hearing concerning this case. She further  
10 acknowledges that at such formal hearing she could present evidence and cross-examine  
11 witnesses. Respondent irrevocably waives her right to such a hearing.

12 4. Respondent irrevocably waives any right to rehearing or review or to any  
13 judicial review or any other appeal of this matter.

14 5. Respondent acknowledges and agrees that the acceptance of this Consent  
15 Agreement is solely to settle this Board matter and does not preclude the Board from  
16 instituting other proceedings as may be appropriate now or in the future.

17 6. Respondent understands that this Consent Agreement does not constitute a  
18 dismissal or resolution of any other matters currently pending before the Board, if any, and  
19 does not constitute any waiver, express or implied, of the Board's statutory authority or  
20 jurisdiction regarding any other pending or future investigation, action or proceeding.  
21

22 7. Furthermore, and notwithstanding any language in this Consent Agreement,  
23 this Consent Agreement does not preclude in any way any other state agency or officer or  
24

1 political subdivision of this state from instituting proceedings, investigating claims, or  
2 taking legal action as may be appropriate now or in the future relating to this matter or other  
3 matters concerning Respondent, including violations of the Arizona Consumer Protection  
4 Act. Respondent acknowledges that, other than with respect to the Board, this Consent  
5 Agreement makes no representations, implied or otherwise, about the views or intended  
6 actions of any other state agency or officer or political subdivision of the state relating to  
7 this matter or other matters concerning Respondent.

8           8. This Consent Agreement shall be subject to the approval by the Board and  
9 shall be effective only when approved by the Board and signed by the Board's Executive  
10 Director. In the event that the Board does not approve this Consent Agreement, it is  
11 withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced  
12 in any action by any party, except the parties agree that should the Board reject this Consent  
13 Agreement and this case proceeds to hearing, Respondent shall assert no claim that the  
14 Board was prejudiced by its review and discussion of this document or any records relating  
15 thereto.

16           9. The Consent Agreement, once approved by the Board and signed by the  
17 Respondent and the Executive Director, shall constitute a public record, which may be  
18 disseminated as a formal action of the Board and shall be reported to the National  
19 Practitioner Data Bank.

20           10. It is the Respondent's position that the evidence does not support all the  
21 Findings of Fact set forth in this Consent Agreement but she acknowledges that upon the  
22 conclusion of the Board's investigation into this matter, the Board could establish  
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1 sufficient evidence to support a conclusion that certain of Respondent's conduct  
2 constituted unprofessional conduct.

3 11. Respondent voluntarily enters into this Consent Agreement for the purpose  
4 of avoiding the expense, uncertainty, and prolonged time involved in further  
5 administrative proceedings. The issues contained herein are resolved by settlement and  
6 not actually litigated. Any allegations and findings herein may not be used for *res*  
7 *judicata* or collateral estoppel effect in any subsequent civil proceedings for any claims of  
8 professional liability or negligence by or on behalf of any complainant(s).  
9

#### 10 **FINDINGS OF FACT**

11 1. Respondent was issued her psychologist license by the Board in 1991. She  
12 maintains a private practice in Paradise Valley, AZ.

13 2. K.G. participated in individual therapy with Respondent from 2016-2019, for  
14 approximately 40 to 50 sessions. In February of 2024, K.G. filed a complaint with the  
15 Board and against Respondent alleging, *inter alia*, that Respondent had used K.G.'s  
16 personal history as the basis for one of the characters in Respondent's book, *The Absent*  
17 *Father Effect on Daughters: Father Desire, Father Wounds*, published in 2020.

18 3. K.G. read Respondent's book in January of 2023, and immediately became  
19 concerned that the subject of Chapter 5 was based on her. The chapter was titled "Bad  
20 Dad...", which, according to K.G. was taken from one of her blog posts that she had shared  
21 earlier with Respondent. K.G. also asserted that there were a number of personal identifiers  
22 that she shared with the main character, that the main character was portrayed in a negative  
23 light, and this damaged K.G. psychologically, emotionally, and professionally.  
24

1           4.     In August of 2023, K.G. initiated a zoom call with Respondent to discuss  
2 K.G.'s concern with the similarities between herself and the character in Respondent's  
3 book. During this exchange, which was recorded, Respondent stated to K.G. that she  
4 should have notified K.G. that she (Respondent) was going to use some of K.G.'s dream  
5 in the book and that "it was not right" of her (Respondent) to fail to obtain K.G.'s approval.

6           5.     In her written response to the Board and subsequent appearances before the  
7 Board and its investigative committee, Respondent maintained that the character in Chapter  
8 5 of her book was not based on K.G. Respondent's position is that K.G.'s story was similar  
9 to many women who had unhealthy relationships with their fathers and that she had not  
10 consciously taken any material from K.G. for use in her book.

11           6.     During the Board's investigation into this matter, it was discovered, and  
12 Respondent acknowledged, that she did not maintain patient records for K.G. Additionally,  
13 Respondent acknowledged that her records for many of her clients would be deemed  
14 inadequate pursuant to current standards.

15           7.     At its public meeting on November 8, 2024, the Board conducted an Informal  
16 Interview for this complaint. The Board observed that on her most recent licensure renewal  
17 application, relative to her documentation and record-keeping compliance, Respondent's  
18 affirmative answer was a false statement. Respondent was not meeting minimum practice  
19 standards for documentation despite avowing to do so. Additionally, during her Informal  
20 Interview, Respondent acknowledged that she had, in the past, "balanced billed" some of  
21 her clients, meaning she charged some clients the difference between her charges for  
22 services and the amount that her clients' insurance had approved contractually, despite  
23  
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1 having agreed to the insurers' reimbursement rate. Balance billing in this way is a  
2 prohibited practice. Finally, the Board discussed the necessity to further investigate  
3 Respondent's practice management to arrive at an appropriate outcome and final  
4 adjudication of the complaint. The Board indicated that it would accept a voluntary  
5 surrender of Respondent's license, which would serve as an appropriate resolution.

### 6 CONCLUSIONS OF LAW

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8 1. The conduct set forth in the above Findings of Fact constitutes unprofessional  
9 conduct as defined by A.R.S. § 32-2061(16)(b), which is betraying professional  
10 confidences.

11 2. The conduct set forth in the above Findings of Fact constitutes unprofessional  
12 conduct as defined by A.R.S. § 32-2061(16)(e), which is gross negligence in the practice  
13 as a psychologist.

14 3. The conduct set forth in the above Findings of Fact constitutes unprofessional  
15 conduct as defined by A.R.S. § 32-2061(16)(g), which is engaging or offering to engage  
16 as a psychologist in activities not congruent with the psychologist's professional education,  
17 training and experience.

18 4. The conduct set forth in the above Findings of Fact constitutes unprofessional  
19 conduct as defined by A.R.S. § 32-2061(16)(h), which is failing or refusing to maintain  
20 and retain adequate business, financial or professional records pertaining to the  
21 psychological services provided to a client or patient.

22  
23 5. The conduct set forth in the above Findings of Fact constitutes unprofessional  
24 conduct as defined by A.R.S. § 32-2061(16)(r), which is failing to obtain a client's or

1 patient's informed and written consent to release personal or otherwise confidential  
2 information to another party unless the release is otherwise authorized by law.

3 6. The conduct set forth in the above Findings of Fact constitutes unprofessional  
4 conduct as defined by A.R.S. § 32-2061(16)(y), which is exploiting a client or patient,  
5 student or a supervisee.

6 7. The conduct set forth in the above Findings of Fact constitutes unprofessional  
7 conduct as defined by A.R.S. § 32-2061(16)(dd), which is violating an ethical standard  
8 adopted by the Board as it pertains to section 6.01 (Documentation of Professional and  
9 Scientific Work and Maintenance of Records) of the APA ethics code.  
10

### 11 ORDER

12 Based upon the foregoing Findings of Fact and Conclusions of Law, the parties  
13 agree to the provisions and penalties imposed as follows:

14 1. Upon the effective date of this Consent Agreement, Respondent's license  
15 number PSY-001863 for the practice of psychology in the State of Arizona shall be  
16 surrendered. Once the surrender is effectuated, **Respondent shall not practice psychology**  
17 **in the State of Arizona or hold herself out as a licensed psychologist in the State of**  
18 **Arizona. Respondent shall take all necessary action to remove all references in any**  
19 **business cards, stationary, other publications, and internet references to her being a**  
20 **psychologist in the State of Arizona.** The effective date of this Consent Agreement is the  
21 date the Consent Agreement is accepted by the Board as evidenced by the signature of the  
22 Board's Executive Director or her designee.  
23

24 2. Respondent understands that this Consent Agreement, or any part thereof,

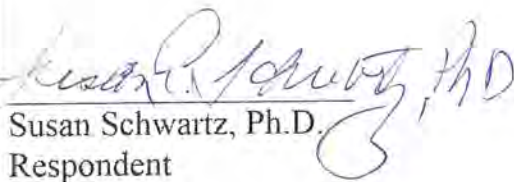
1 may be considered in any future disciplinary action against her or in any future decision  
2 regarding re-licensure.


3 3. The parties agree that this Consent Agreement is a final adjudication of this  
4 matter.

5 4. Respondent understands that this Consent Agreement is a public record and  
6 may be publicly disseminated as a formal action of the Board and shall be reported to the  
7 National Practitioner Data Bank.

8  
9 DATED THIS 7 day of March 2025.

10 ARIZONA BOARD OF  
11 PSYCHOLOGIST EXAMINERS

12   
13 Susan Schwartz, Ph.D.  
Respondent

  
Heidi Herbst Paakkonen  
Executive Director

14 **ORIGINAL** filed electronically  
15 this 7 day of March, 2025 with:

16 Arizona State Board of Psychologist Examiners  
17 1740 W. Adams St., Suite 3403  
18 Phoenix, Arizona 85007

19 **COPY** of the foregoing sent by email  
20 this 7 day of March, 2025 to:

21 Susan Schwartz, Ph.D.  
22 Email Address on Record  
23 Respondent

24 Robert O. Beardsley III, Esq.  
Sanders Parks  
[Robert.beardsley@sandersparks.com](mailto:Robert.beardsley@sandersparks.com)  
Attorney for Respondent

**COPY** of the foregoing sent by email ([jeanne.galvin@azag.gov](mailto:jeanne.galvin@azag.gov))  
this 7 day of March, 2025 to:



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5 By: Jennifer Michaelson

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