

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**WILLIAM L. ARBUCKLE**

William L. Arbuckle (Arbuckle) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Arbuckle's licenses as a real estate broker associate, no. 1999056573 and no. 2011040105, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2011. The MREC and Arbuckle jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Arbuckle acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; 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 him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Arbuckle may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to him by law, Arbuckle 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 him.

Arbuckle acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Arbuckle stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Arbuckle's licenses as a real estate broker associate, license no. 1999056573 and no. 2011040105, are subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and §§ 339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Arbuckle in Part II herein is based only on the agreement set out in Part I herein.

Arbuckle understands that the MREC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

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

Based upon the foregoing, the MREC and Arbuckle herein jointly stipulate to the following:

1. Arbuckle holds a real estate broker associate license, no. 2011040105 affiliated with Northland Partners, L.L.C. Arbuckle also holds a real estate broker associate license no. 1999056573, affiliated with Northland Referring Partners, LLC. At all times relevant herein, Arbuckle's licenses were current and active.

2. Teresa Whitten (Whitten), an individual, is not and has never been licensed as a real estate broker or salesperson.

3. Arbuckle had a business relationship with Whitten from 2005 until 2009 in which Whitten would establish leads for and show real property to potential buyers on behalf of Arbuckle. In exchange, Arbuckle paid Whitten 1.5 percent of the sales price.

4. Based on the business arrangement between Arbuckle and Whitten, Arbuckle assisted and enabled Whitten to practice real estate without a license in violation of § 339.020, RSMo Supp. 2011, which states:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real

estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.

5. Arbuckle's conduct with respect to Whitten's practice of real estate is a violation of § 339.150.1 and .2, RSMo Supp. 2011, which states in relevant part:

1. No real estate broker shall knowingly employ or engage any person to perform any service to the broker for which licensure as a real estate broker or a real estate salesperson is required pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*, unless such a person is:

(1) A licensed real estate salesperson or a licensed real estate broker as required by section 339.020[.]

...

Any such action shall be unlawful as provided by section 339.100 and shall be grounds for investigation, complaint, proceedings and discipline as provided by section 339.100.

2. No real estate licensee shall pay any part of a fee, commission or other compensation received by the licensee to any person for any service rendered by such person to the licensee in buying, selling, exchanging, leasing, renting or negotiating a loan upon any real estate, unless such a person is a licensed real estate salesperson regularly associated with such a broker, or a licensed real estate broker, or a person regularly engaged in the real estate brokerage business outside of the state of Missouri.

6. Based on the business arrangement between Arbuckle and Whitten, Arbuckle assisted and enabled Whitten to practice real estate without a license in violation of § 339.180.1, RSMo Supp. 2011, which states in part:

1. It shall be unlawful for any person or entity not licensed under this chapter to perform any act for which a real estate license is required. . . .

7. Based on the business arrangement between Arbuckle and Whitten, Arbuckle assisted and enabled Whitten to practice real estate without a license in violation of § 339.200.1, RSMo Supp. 2011, which states in part:

It shall be unlawful for any person not holding the required license from the commission to perform any act for which a license is required by sections 339.010 to 339.189 and sections 339.710 to 339.860. . . .

8. Based on Arbuckle's conduct as stipulated to herein, cause exists to discipline Arbuckle's license pursuant to § 339.100.2(7), (15), (16), (19), and (23), RSMo Supp. 2011, which states:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

.....

(7) Paying a commission or valuable consideration to any person for acts or services performed in violation of sections 339.010 to 339.180 and sections 339.710 to 339.860\*;

.....

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860\*, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

.....

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence;

.....

(23) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated under sections 339.010 to 339.180 and sections 339.710 to 339.860\* who is not registered and currently eligible to practice under sections 339.010 to 339.180 and sections 339.710 to 339.860\*[,]

## II.

### **Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.4 and 621.110, RSMo Supp. 2011.

1. Arbuckle agrees to pay a civil penalty of \$5,000. Said penalty is authorized under § 339.205, RSMo Supp. 2011.

a. Arbuckle agrees to pay the \$5,000 civil penalty by certified check made payable to the “Missouri Real Estate Commission, State of Missouri” and mailed to Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, MO 65102-1339. Arbuckle shall postmark and mail or hand deliver said check within 60 days of the date when this Settlement Agreement becomes effective.

b. Funds received pursuant to this agreement shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution. Section 339.205.8, RSMo. Supp. 2011.

c. In the event the MREC determines that Arbuckle has failed to pay any portion of the \$5,000 agreed upon herein or has violated any other term or condition of this Settlement Agreement, the MREC may, in its discretion: (1) notify the Attorney General who "may commence an action to recover the amount of the penalty, including reasonable attorney fees and costs and a surcharge of fifteen percent of the penalty plus ten percent per annum on any amounts owed" under § 339.205.4, RSMo Supp. 2011; (2) after an evidentiary hearing, vacate and set aside the penalty imposed herein and may probate, suspend, revoke, or otherwise lawfully discipline Arbuckle's license under § 324.042, RSMo. Supp. 2011; and (3) deny, discipline, or refuse to renew or reinstate Arbuckle's license under § 339.205.7, RSMo Supp. 2011.

2. Arbuckle's license is on probation. Arbuckle's license<sup>3</sup> as a real estate ~~salesperson~~<sup>associate</sup> are ~~hereby~~<sup>hereby</sup> placed on PROBATION for a period of FIVE YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Arbuckle shall be entitled to practice as a real estate broker ~~salesperson~~<sup>associate</sup> under §§ 339.010 through 339.205 and §§ 339.710 through 339.855, RSMo, as amended, provided Arbuckle adheres to all the terms of this agreement.



3. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Arbuckle shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Arbuckle shall notify the MREC in writing within ten (10) days of any change in this information.

B. Arbuckle shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his license(s) in a current and active status. During the disciplinary period, Arbuckle shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Arbuckle may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Arbuckle applies for a real estate license after surrender, Arbuckle shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Arbuckle shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Arbuckle shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Arbuckle shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Arbuckle shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

4. Upon the expiration of the disciplinary period, the license of Arbuckle shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Arbuckle has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Arbuckle's license.

5. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Arbuckle of §§ 339.010 through 339.205 and §§ 339.710 through 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

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

8. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Arbuckle agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

9. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

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. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

12. Arbuckle, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), 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 the 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.

13. Arbuckle understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement

to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Arbuckle's license. If Arbuckle desires the Administrative Hearing Commission to review this Settlement Agreement, Arbuckle may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

14. If Arbuckle requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Arbuckle's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Arbuckle as allowed by law. If Arbuckle does not request review by the Administrative Hearing Commission, the Settlement Agreement goes into effect 30 days after the document is signed by the Executive Director of the MREC.

LICENSEE

  
\_\_\_\_\_  
William L. Arbuckle                      1/10/13  
Date

MISSOURI REAL ESTATE  
COMMISSION

  
\_\_\_\_\_  
Janet Carder, Executive Director  
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