

**SETTLEMENT AGREEMENT BETWEEN MISSOURI BOARD OF PRIVATE INVESTIGATOR AND PRIVATE
FIRE INVESTIGATOR EXAMINERS AND MICHAEL BLAND**

Come now Michael Bland ("Licensee") and the Missouri Board of Private Investigator and Private Fire Investigator Examiners ("Board") and enter into this settlement agreement for the purpose of resolving the question of whether Licensee's private investigator license will be subject to discipline.

Pursuant to the terms of § 536.060, RSMo¹, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri ("AHC") regarding cause to discipline the Licensee's license, and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo.

Licensee 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 against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to present evidence on his own behalf at the hearing; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his licenses. Being aware of these rights provided it by operation of 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 him.

Pursuant to § 621.045.4(2), RSMo, Licensee shall have sixty (60) days from the date of mailing to consider the Board's settlement offer and respond to the Board to discuss the settlement offer.

For the purpose of settling this dispute, Licensee stipulates that the factual allegations contained in this settlement agreement are true and stipulates with the Board that Licensee's license, numbered 2014011905 is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 324, RSMo.

¹ All statutory references are to Missouri Revised Statutes, as amended, unless otherwise indicated.

Joint Stipulation of Fact and Conclusions of Law

1. The Board is an agency of the State of Missouri created and established by § 324.1102, RSMo, for the purpose of executing and enforcing the provisions of §§ 324.1100 to 324.1148, RSMo, relating to the practice of private investigation and private fire investigation.
2. Licensee holds a Missouri private investigator license, license number 2014011905. The Board issued Licensee's license on April 17, 2014. Licensee's license has an expiration date of April 30, 2022. Licensee conducts business as Shadow Company Investigations, LLC.
3. On or about February 3, 2020, the Board received a complaint from Karen Kuratnick alleging Licensee violated her confidentiality and was unethical in his investigatory work she hired him to provide.
4. The Board referred the case to the Central Investigation Unit (CIU). During the course of the investigation, CIU Investigator Nick McBroom learned the following:
 - a. Attempts to interview the Complainant were unsuccessful. The complaint alleged that Licensee was hired to obtain financial information regarding her ex-spouse, Dean Mutter. Complainant alleged she paid Licensee \$3,500.00 and that Licensee "abruptly quit". Complainant alleged there was a dispute regarding the agreed compensation to be paid for the services provided by the Licensee, but that the dispute was ultimately resolved in her favor. Complainant alleged that Licensee subsequently contacted her ex-husband and told him about the investigation.
 - b. On April 16, 2020, Investigator McBroom contacted Licensee's attorney, John Singer, via email requesting additional information and documentation.
 - c. Licensee responded, asserting that on September 18, 2018, Licensee was hired by Complainant regarding an alimony dispute. Licensee indicated that the month-long investigation was to determine Complainant's ex-husband's employment status and to locate Complainant's adult children.
 - d. Licensee stated that Complainant paid \$3,500.00 for the first two weeks agreeing to pay an additional \$3,500.00 for the second two weeks of the month, if needed.

- e. Licensee stated he performed digital record checks on Complainant's ex-spouse and her sons, recorded a conversation with Complainant's ex-husband and did an in person check of the ex-husband's residence, including photographs.
- f. Licensee stated that Complainant began demanding services he does not offer, acting in an erratic manner and made statements about diving by her ex-husband's residence. Licensee stated that the Complainant's actions, in his opinion, violated the Missouri statute for stalking.
- g. Licensee acknowledged contacting Complainant's ex-husband via telephone to inform him of the Complainant's behavior.
- h. On or about April 14, 2020, Investigator McBloom contacted John Signer, Licensee's attorney. Mr. Singer confirmed that a signed contract between Licensee and Complainant does not exist but that the terms of the contract were conveyed to Complainant via telephone conversation.
- i. On or about April 16, 2020, Investigator McBroom interviewed Dean Mutter, Complainant's ex-husband via telephone.
- j. Mr. Mutter acknowledged that Licensee contacted him by telephone and disclosed he was hired by Complainant, told him the details of Licensee's investigation and attempted to get Mr. Mutter to pay the disputed portion of the Complainant's bill.
- k. Mr. Mutter stated he thought the Licensee's contact with him was odd and unethical. He noted that Licensee offered to testify on his behalf in the alimony lawsuit but after consulting his attorney Mr. Mutter refused Licensee's offer.

5. Section 324.1128, RSMo, states:

1. Any licensee may divulge to the board, any law enforcement officer, prosecuting attorney, or such person's representative any information such person may acquire about any criminal offense. The licensee shall not divulge to any other person, except as required by law, any other information acquired by the licensee at the direction of his or her employer or client for whom the information was obtained. A licensee may instruct his or her client to divulge any information to the board, any law enforcement officer, prosecuting attorney, or other such person's representative related to a criminal offense if the client is the victim of the criminal offense.

6. Cause exists for the Board to take disciplinary action against Licensee's license under section 324.1134.2(2), (3), (4), (5), (9) and (10) RSMo, which states in pertinent part:

2. The Board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any permit or license required by sections 324.1100 to 324.1148 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:

(2) Violating any provision of sections [324.1100](#) to [324.1148](#);

Joint Agreed Disciplinary Order

Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.045.3, RSMo:

7. The terms of discipline shall include that private investigator license, license number 2014011905, is hereby placed on **PROBATION** for a period of three (3) years. During Licensee's probation, Licensee shall be entitled to present himself and serve as a licensed private investigator agency employee subject to the following terms and conditions:

I. GENERAL REQUIREMENTS

- A. During the disciplinary period, Licensee shall keep the Board informed of his current work and home telephone numbers. Licensee shall notify the Board in writing within ten days (10) of any change in this information.
- B. During the probationary period, Licensee shall timely renew his license granted hereby and shall timely pay all fees required for licensure and comply with all other Board requirements necessary to maintain said license in a current and active state.
- C. During the probationary period, Licensee shall accept and comply with unannounced visits from the Board's representatives to monitor compliance with the terms and conditions of this Order.
- D. Licensee shall execute any release or provide any other authorization necessary for the Board to obtain records of his employment during the term of the probationary period.
- E. Licensee shall comply with all provisions of §§ 324.100 to 324.1148; all federal and state drug laws, rules, and regulations; and all federal and state criminal laws. "State" here includes the state of Missouri, all other states and territories of the United States, and the ordinances of political subdivisions of any state or territory. Licensee shall immediately report any violation of this provision to the board in writing. Licensee shall also immediately report any allegation that he has violated this provision to the Board, in writing. Examples of allegations of such a violation include, but are not limited to, any arrest, summons, inquiry by any law enforcement official into these topics, or inquiry into these topics by a health oversight agency. Licensee shall sign releases or other documents authorizing and requesting the holder of any closed record related to this paragraph to release such records to the Board.
- F. Licensee is hereby informed that the Missouri Board of Private Investigator and Private Fire Investigator Examiners will maintain this Order as an open record of the Board as provided in Chapters 610 and 324, RSMo. He shall truthfully answer any inquiry regarding his license status or disciplinary history.
- G. Licensee shall immediately submit documents showing compliance with the requirements of this Order to the Board when requested.

- H. In the event the Board determines that Licensee has violated any term or condition of this Order, the Board may, in its discretion, after an evidentiary hearing, suspend, revoke, or otherwise lawfully discipline Licensee's license.
- I. No Order shall be entered by the Board pursuant to the preceding paragraph of this Order without notice and an opportunity for hearing before the Board in accordance with the provisions of Chapter 536, RSMo.
- J. If, at any time during the probationary period, Licensee changes Licensee's address from the state of Missouri, or ceases to maintain his private investigator agency employee license current or active under the provisions of Chapter 324, RSMo, or fails to keep the Board advised of all current places of residence, the time of such absence, unlicensed or inactive status, or unknown whereabouts shall not be deemed or taken to satisfy any part of the probationary period.
- K. The Board retains jurisdiction to hold a hearing at any time to determine if a violation of this Order has occurred and, if a violation of this Order has occurred, may seek to amend this Order or impose further disciplinary or appropriate action at the discretion of the Board. No order shall be entered by the Board pursuant to this paragraph without any required notice and opportunity for a hearing before the Board as provided by Chapter 536, RSMo.
- L. Unless otherwise specified by the Board, all reports, documentation, notices, or other materials required to be submitted to the Board shall be forwarded to: Missouri Board of Private Investigator and Private Fire Investigator Examiners, P.O. Box 1335, Jefferson City, Missouri 65102.
- M. Any failure by Licensee to comply with any condition of discipline set forth herein constitutes a violation of this Order.

8. The parties to this Agreement understand that the Board will maintain this Agreement as an open record of the Board as provided in Chapters 610 and 324, RSMo.

9. 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.

10. Licensee, together with his heirs and assigns, and its attorneys, do hereby waive, release, acquit and forever discharge the Board, its respective members and any of its employees, agents, or attorneys, including any former Board 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 section 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.

11. If no contested case has been filed against Licensee, Licensee has the right, either at the time the settlement agreement is signed by all parties or within fifteen days thereafter, to submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the settlement agreement constitute grounds for denying or disciplining the licenses of the licensee. If Licensee desires the Administrative Hearing Commission to review this Agreement, Licensee may submit this request to: Administrative Hearing Commission, P.O. Box 1557, United States Post Office Building, 131 West High Street, Jefferson City, Missouri, 65102.

12. If Licensee has requested review, Licensee and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Licensee's license and issue findings of fact and conclusions of law stating that the facts agreed to by the parties are grounds for disciplining Licensee's license. Effective the date the Administrative Hearing Commission determines that the agreement sets forth cause for disciplining Licensee's license, the agreed upon discipline set forth herein shall go into effect. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the Commission may proceed to seek discipline against Licensee as allowed by law. If Licensee does not submit the Settlement Agreement to the Administrative Hearing Commission for determination, the Settlement Agreement shall become effective fifteen (15) days following the signature of the Committee's Executive Director.

LICENSEE

BOARD

Michael Bland, Licensee

Pamela Groose
Executive Director
Board of Private Investigator and Private Fire
Investigator Examiners

Date _____

Date _____

EFFECTIVE: _____

Commission for determination, the Settlement Agreement shall become effective fifteen (15) days following the

signature of the Committee's Executive Director.

LICENSEE

BOARD

Michael Bland

Michael Bland, Licensee

Pamela Groose

Pamela Groose

Executive Director
Board of Private Investigator and Private Fire
Investigator Examiners

Date 12/17/2021

Date 12-22-2021

EFFECTIVE: 12-22-2021



(board or committee) 15-DAY WAIVER ATTESTATION

I attest that I affirmatively waive my right to review of the attached Settlement Agreement by the Administrative Hearing Commission pursuant to section 621.045, RSMo.

I attest that I understand that the Settlement Agreement to become effective upon the date the (board ~~or committee~~)'s Executive Director signs the Settlement Agreement.

Michael Bland

Printed Name

Michael Bland

Signature

12/17/2021

Date