



Certified True Copy of The Original
Dated This 20 Day of Sept 2007
Trial Court Administrator

STATE OF OREGON
CLACKAMAS COUNTY COURTS
FILED

2007 SEP 26 PM 1:19

ENTERED BY _____
BOOKETED BY _____

By: _____

CIRCUIT COURT OF OREGON

CLACKAMAS COUNTY

CV07090558

IN THE MATTER OF:

RALPH D. MITCHELL; GREENHOUSE
HEALTH & WELLNESS CENTER, LLC; and
IMPACT CHRISTIAN MINISTRIES,

Respondents.

Case No.

ASSURANCE OF VOLUNTARY
COMPLIANCE

1.

RALPH D. MITCHELL; GREENHOUSE HEALTH & WELLNESS CENTER, LLC;
and IMPACT CHRISTIAN MINISTRIES do business in Oregon. RALPH D. MITCHELL;
GREENHOUSE HEALTH & WELLNESS CENTER, LLC; and IMPACT CHRISTIAN
MINISTRIES are the Respondents herein. This agreement is between Respondents and the
Oregon Department of Justice (DOJ) acting pursuant to ORS 646.632.

PROCEDURE

2.

This Assurance of Voluntary Compliance (AVC) is a settlement of a disputed matter. It
shall not be considered an admission of a violation for any purpose. Nothing in this AVC
limits in any way the ability of any criminal law enforcement agency or any other state agency
than the ones listed herein to enforce laws and regulations or to achieve fines and penalties for
conduct that might have occurred up to the date of filing this AVC. Nothing in this AVC limits
actions of state agencies against Respondents for conduct in violation of the law and the AVC
after the date of filing. Respondents and DOJ agree that Respondents will by October 12, 2007,
sign a Consent Order with the Board of Naturopathic Examiners (OBNE) to resolve its pending
dispute with Respondents; Respondents will pay the Board of Naturopathic Examiners (OBNE)

1 through DOJ as part of the \$25,000 listed in this AVC, the sum of \$2500 to resolve proposed
2 civil penalties in such a Consent Order. DOJ will also disburse \$1000 of the \$25,000 listed
3 herein to the Oregon Office of Degree Authorization; the rest of the money after that agency
4 and the OBNE are paid is a contribution to the Consumer Protection Fund as set out herein.

5 The following agencies agree by the acceptance of DOJ to this AVC that this AVC
6 resolves any licensing disputes with said agencies up to the date of filing this AVC:

- 7 • Oregon Board of Medical Examiners
- 8 • Oregon Board of Psychologist Examiners
- 9 • Oregon Board of Licensed Professional Counselors and Therapists
- 10 • Oregon Board of Massage Therapists.
- 11 • Oregon Office of Degree Authorization.
- 12 • Oregon Board of Naturopathic Examiners (upon signing acceptable Consent Order to
13 resolve the pending administrative case for injunctive relief and civil penalties).

14 3.

15 Respondents acknowledge a notice from the State of Oregon pursuant to ORS
16 646.632(2) of the alleged unlawful trade practice and the relief to be sought.

17 4.

18 Respondents understand and agree this AVC applies to Respondents, their principals,
19 officers, directors, agents, employees, representatives, successors, and assigns, jointly and
20 severally, while acting personally, or through any corporation or other business entities, whose
21 acts, practices, or policies are directed, formulated, or controlled by Respondents.

22 5.

23 Respondents and Respondents' attorney agree and understand that following acceptance
24 of the AVC by DOJ, DOJ may communicate directly with Respondents for the purpose of
25 executing and enforcing the terms of this agreement, resolving future complaints, and
26 conducting undercover investigations of Respondents.

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6.

Respondents understand and agree that if this AVC is accepted by DOJ, it will be submitted to the Circuit Court of the State of Oregon for Clackamas County for approval and, if approved, will be filed with the court pursuant to ORS 646.632(2).

7.

Respondents waive any further notice of submission to and filing with the court of this AVC. Respondents agree to accept service of a conformed or court certified copy by prepaid first class mail sent to the addresses following their respective signatures or to their attorney.

8.

If monies which are ordered to be paid in this AVC are not paid timely, DOJ may convert the AVC to a money judgment under ORS 646.632(2) without notice to Respondents. Respondents agree a copy of the money judgment may be sent to Respondents, first class mail to the addresses following their respective signatures, or to their attorney.

9.

Respondents understand that, in addition to any other sanctions which may be imposed under this AVC or under the law, violation of any of the terms of this AVC may result in contempt of court proceedings, civil penalties of up to \$25,000.00 for each violation, and such further relief as the court may deem appropriate. ORS 646.632(4), ORS 646.642(1), and ORS 646.642(2).

10.

The parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the parties. The parties further acknowledge that this AVC constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the parties shall interpret the remaining provisions in a manner consistent with the goals and purpose of this AVC as executed.

1 **REMEDIES**

2 11.

3 Respondents shall obey:

- 4 A. Oregon's Unlawful Trade Practices Act, ORS 646.605 to ORS 646.656 and all
5 regulations thereunder;
- 6 B. All laws and regulations concerning the practice of medicine in Oregon, including ORS
7 677.010 through 677.085 and ORS 676.120;
- 8 C. All laws and regulations concerning the practice and licensing of naturopathic medicine
9 in Oregon, including ORS 685.010 through 685.990;
- 10 D. All laws and regulations concerning psychologists in Oregon, including ORS 675.010
11 through 675.150;
- 12 E. All laws and regulations concerning professional counselors and therapists, ORS
13 675.705 through 675.990.
- 14 F. All laws and regulations concerning the practice of massage in Oregon, including ORS
15 687.011 through 687.250;
- 16 G. All laws and regulations concerning the use of a professional designation in Oregon,
17 including ORS 676.100 through 676.120;
- 18 H. All Oregon laws and regulations concerning the use of degrees including from
19 unaccredited institutions and diploma mills, including ORS 348.594 through 348.615;
20 and
- 21 I. All Oregon laws and regulations concerning the issuance of college credits, including
22 ORS 348.606.

23 12.

24 Respondents shall not represent or imply that DOJ, the Oregon Board of Naturopathic
25 Examiners, the Oregon Board of Licensed Professional Counselors and Therapists, or any other
26 agency or board in the State of Oregon acquiesces or approves Respondents' past business

1 practices; current efforts to reform their practices; or any future practices which Respondents
2 may adopt or consider adopting. DOJ's decision to settle this matter or to otherwise unilaterally
3 limit current or future enforcement action does not constitute approval or imply authorization
4 for any past, present, or future business practices.

5 13.

6 In consideration of this AVC, Respondents shall pay the sum of \$25,000.00 to DOJ for
7 deposit to the Consumer Protection and Education Revolving Account established pursuant to
8 ORS 180.095. Said sum shall be used by DOJ as provided by law, and paid as follows: \$4,800
9 to be paid at signing which sum includes the \$800 payable to Morbetos under paragraph 14 A;
10 the remaining \$21,000 by the assignment securing the money as set out as follows. Upon
11 signing of the AVC Respondents shall deliver to DOJ an assignment of their vendors' interest in
12 that certain agreement for purchase and sale of the café in Woodburn, to the extent necessary to
13 satisfy Respondents' financial obligations under this paragraph 13. If the remaining \$21,000 is
14 not paid by 60 days from the day of filing the AVC then DOJ may take judgment against
15 Respondents for \$42,000 and all costs of collection.

16 14.

17 Consumer restitution shall be paid as provided in this section:

18 A. Immediately upon execution of this AVC, Respondents shall (1) fully reimburse
19 Betty Morbeto and her husband Mike Morbeto via DOJ for all monies paid (\$800) to
20 Respondents for Betty Morbeto's care; (2) cancel any alleged debt owed to Respondents by
21 Betty or Mike Morbeto; and (3) do everything necessary to restore Betty and Mike Morbeto's
22 credit if damaged by any of Respondents' billings.

23 B. If within 60 calendar days from the day this AVC is filed (or if the 60th calendar day
24 falls on a weekend, close of business on the following Monday), any of Respondents' customers
25 file complaints with DOJ; any other state agency; the Better Business Bureau of Alaska, Oregon
26

1 & Western Washington; or Respondents (or there are any complaints previously and similarly
2 submitted which are unresolved), Respondents agree to the following:

3 1) Within 70 days of the date this AVC is filed, Respondents will submit to DOJ any and
4 all unresolved complaints (old and new) received from customers before or during the
5 60-day period identified in the first paragraph of this section, 14(B). For each
6 complaint, Respondents shall include the date on which they received the complaint and
7 a description of any action they took to resolve the complaint;

8 2) DOJ will review all complaints submitted to Respondents, DOJ, any other state
9 agencies, and the Better Business Bureau of Alaska, Oregon & Western Washington
10 during the time period identified in the first paragraph of this section, 14(B), and any
11 remaining unresolved complaints concerning Respondents, to determine, in DOJ's sole
12 discretion, whether each complaint is legitimately based on allegations that Respondents
13 unlawfully practiced medicine, including unlicensed naturopathy; unlawfully practiced
14 as a professional counselor; unlawfully practiced as a massage therapist in Oregon; or
15 unlawfully represented that they could offer college credits and whether each
16 complainant has been otherwise reimbursed;

17 3) After Respondents comply with provision 1) of this section, 14(B), DOJ will provide
18 Respondents with copies of each of the complaints for restitution recoverable under this
19 section along with the amounts Respondents must pay and any billings that Respondents
20 must cancel. (Respondent's payments to Betty and Mike Morbetto are excluded from
21 this process and will be managed separately.);

22 4) For each customer complaint forwarded to Respondents by DOJ that the DOJ has
23 determined is legitimately based on allegations that Respondents unlawfully practiced
24 medicine, including unlicensed naturopathy; unlawfully practiced as a professional
25 counselor; unlawfully practiced as a massage therapist in Oregon; or unlawfully
26 represented that they could offer college credits, Respondents must cancel any alleged

1 debt for services identified by DOJ, and to the extent of any payments identified in this
2 section, Respondents must fully reimburse each customer for the amounts specified by
3 DOJ;

4 5) If the DOJ determines that Respondents do not owe restitution on any additional
5 accounts, DOJ will not require Respondents to pay any amounts under section 14(B) of
6 this AVC; however, if any customers come forward with complaints or if previous
7 complaints remain unresolved, DOJ will require Respondents to pay up to \$20,000.00 in
8 restitution, beyond any amounts paid to Betty and Mike Morbeto, and to cancel an
9 unlimited dollar value of the complaining customers' alleged debt with Respondents;

10 6) If DOJ requests of Respondents, via their counsel, any amounts under this section,
11 14(B), Respondents shall, within 10 calendar days of DOJ's request, pay DOJ, in full, all
12 amounts requested under this section. Provided, however, all amounts under this
13 section, 14(B), are exclusive of any amounts owed to Betty and Mike Morbeto;

14 7) If Respondents do not pay any amounts due under this section within 10 calendar days
15 of DOJ's request, DOJ may take a judgment against Respondents on this portion of the
16 AVC for twice the reported or requested amount. (Any money under this paragraph
17 that is recovered by DOJ that does not get distributed to consumers for restitution for
18 any reason may go into the Consumer Protection and Education Revolving Account
19 established pursuant to ORS 180.095.);

20 8) If DOJ requests of Respondents, via their counsel, that Respondents cancel any debt
21 customers allegedly owe Respondents, within 10 calendar days of DOJ's request,
22 Respondents will provide proof to DOJ that each specified customers' debt has been
23 canceled;

24 9) If Respondents do not cancel the amounts requested by DOJ and provide proof of such
25 adjustments within 10 calendar days of DOJ's request, DOJ may take a judgment against
26 Respondents on this portion of the AVC for an amount equal to double the total amount

1 of the debt Respondents failed to adjust. (Any money under this paragraph, 14(B)(9),
2 that is recovered by DOJ but not distributed to consumers for any reason may go into the
3 Consumer Protection and Education Revolving Account established pursuant to ORS
4 180.095) and

5 10) Respondents and DOJ recognize that Deana Rieden has filed a lawsuit against
6 Respondents; this AVC does not govern any payments to Deana or Jalinna Rieden.
7 Without admitting any liability whatsoever to the Riedens, Respondents hereby cancel
8 any debts for services that the Riedens may owe to Respondents.

9 15.

10 Effective immediately upon execution of this AVC by Respondents, Respondents agree
11 to adhere to each of the following requirements:

12 A. Respondents, unless Ralph D. Mitchell is ever properly licensed as a
13 naturopathic physician, or any other kind of medical doctor in Oregon, are permanently
14 enjoined from representing that Ralph D. Mitchell is a naturopath, a doctor practicing
15 naturopathy, or any other kind of medical doctor, and Respondents and their employees shall
16 not use the term "doctor" in conjunction with Ralph D. Mitchell's name, business, or academic
17 degrees or represent that Respondents "prescribe" any drugs or treatments including
18 "prescription grade" homeopathic medications;

19 B. Respondents, unless Ralph D. Mitchell is ever properly licensed as a
20 naturopathic physician in Oregon, are permanently enjoined from representing, in any manner,
21 that Respondents are authorized to provide any service to any person pertaining to the practice
22 of naturopathic medicine as defined by ORS 685.010(5). For purposes of this AVC, the term
23 "*represent*," "*representing*," or any other form of the word "*represent*" includes any statements
24 made in plaques, advertisements, promotions, and other marketing materials as well as verbal
25 statements made both inside and outside of any clinic or office operated by Respondents;

1 C. Respondents, unless Ralph D. Mitchell is ever properly licensed as a
2 naturopathic or other kind of physician in Oregon, are permanently enjoined from the practice
3 of naturopathic, or any other kind of, medicine in Oregon;

4 D. Respondents are permanently enjoined from offering any counseling services,
5 pastoral or otherwise, not authorized under ORS 675.090 and not engage in the unlicensed
6 practice of psychology;

7 E. Respondents, unless Ralph D. Mitchell is ever properly licensed as a massage
8 therapist in Oregon, are permanently enjoined from any practice of massage therapy, including
9 acupressure, in Oregon;

10 F. Respondents, unless Ralph D. Mitchell ever obtains an undergraduate degree
11 from an accredited university or an unaccredited school that meets the requirements of ORS
12 348.609, are permanently enjoined from representing that Ralph D. Mitchell has a degree from
13 any college or university, including Berean Bible College, now in Poway, California. If Ralph
14 D. Mitchell has or obtains a degree from an unaccredited university that meets the requirements
15 of ORS 348.609, Respondents shall include all disclaimers required by ORS 348.609 along with
16 each reference to said degree;

17 G. Respondents, unless Ralph D. Mitchell ever obtains a graduate degree from an
18 accredited university or an unaccredited school that meets the requirements of ORS 348.609,
19 are permanently enjoined from representing that Ralph D. Mitchell has a graduate degree,
20 including a Ph.D or a Doctor of Ministry, from any university. Such representations include,
21 but are not limited to, plaques; any verbal statements representing that Ralph D. Mitchell has
22 any kind of graduate degree; Respondents' use of the abbreviations "Ph.D.," "D.Min.," and
23 "HHP" in reference to Ralph D. Mitchell's name; and Respondents' references to a "Doctorate
24 of Ministry" or Ph.D. of "Clinical Psychology" held by Ralph D. Mitchell. Should Ralph D.
25 Mitchell obtain a graduate degree from an unaccredited university that meets the requirements
26 of ORS 348.609, Respondents shall include all disclaimers required by ORS 348.609 along with

1 each reference to said degree; however, under *no* circumstances, will Respondents claim an
2 advanced degree from any of the following schools: Shelbourne University, Berean Bible
3 College (of San Clemente, CA and/or San Juan Capistrano, CA and/or any other location), and
4 the University of Biblical Studies;

5 I. Respondents are enjoined from representing that Ralph D. Mitchell "graduated"
6 from the International College of BioEnergetic Medicine and that any education that Ralph D.
7 Mitchell obtained from the International College of BioEnergetic Medicine constitutes anything
8 more than a certificate or training course;

9 J. Respondents, unless Ralph D. Mitchell is ever again certified by the National
10 Christian Counselors Association, are permanently enjoined from representing that Ralph D.
11 Mitchell is certified by the National Christian Counselors Association and listing the acronym
12 "NCAA" on any materials related to Respondents' business;

13 K. Respondents shall not make any express or implied statements in the offer or sale
14 of herbal/vitamin products or in providing any service or testing (not otherwise forbidden by
15 this AVC) that has the capacity, tendency, or effect of deceiving or misleading or that fails to
16 state any material fact, the omission of which deceives or tends to deceive;

17 L. Respondents, in connection with the labeling, advertising, promotion, offering
18 for sale, sale, or distribution of any products or services, shall not make any representation,
19 expressly or by implication, concerning such products' or services' (not otherwise prohibited)
20 efficacy, performance, safety, or benefits, unless, at the time the representation is made,
21 Respondents possess and rely on competent and reliable scientific evidence that substantiates
22 the representation;

23 M. For purposes of this AVC, "*competent and reliable scientific evidence*" means
24 tests, analysis, research, studies, or other evidence based on the expertise of true professionals in
25 the relevant area that have been conducted and evaluated in an objective manner by persons
26

1 qualified to do so, using procedures generally accepted in the profession to yield accurate and
2 reliable results;

3 N. Respondents shall, unless they obtain approval from the Oregon Office of
4 Degree Authorization, are permanently enjoined from representing that they can offer college
5 credit or degrees for any of their trainings, including their leadership seminars;

6 O. Respondents shall cease marketing, offering for sale, and administering
7 procedures using galvanic skin response devices, including, but not limited to, the meridian
8 stress assessment device(s) manufactured by BioMeridian, to diagnose or treat any disease or
9 illness; and in any event will not use such device outside the certification of the Federal FDA or
10 the manufacturer's specifications. If the FDA approves such a device for certain uses then
11 Respondents may use the machine for such certain uses if following the manufacturer's
12 specifications and protocols. If Respondents do use such devices with a customer for any
13 purpose not prohibited by this AVC the customer must sign a paper, copy to the customer, that
14 states Respondents are not licensed health care professionals (unless they are so licensed), that
15 the device cannot in any event be used to diagnose or treat any disease or illness and that
16 important health care decisions should be made by a licensed health care professional.

17 P. For purposes of this AVC, "*licensed healthcare professional*" shall be defined as
18 an individual who maintains a license under one or more of the health professional regulatory
19 boards identified in ORS 676.160. Under this AVC, the designation "*licensed healthcare*
20 *professional*" is only valid so long as the individual claiming the designation maintains an active
21 and verifiable license under the regulatory board in question;

22 Q. Respondents, unless and until they are able to produce competent and reliable
23 verifiable scientific evidence to DOJ, and in DOJ's sole discretion such evidence substantiates
24 the health or medical value of ion footbath treatments (like the Body Cleanse™), are
25 permanently enjoined from marketing, promoting, offering for sale, and administering all ion
26 footbath treatments, including the Body Cleanse™ footbath; and

1 R. Until such time as Ralph D. Mitchell has published "pioneering work" in the
2 field of Bio-energetic psychotherapy, Respondents shall cease representing that he has
3 completed such work. No designation on Respondents' part that Ralph D. Mitchell's work is
4 "pioneering" shall be accepted without affidavits from at least two well respected professionals
5 in the applicable field. DOJ will determine, in its sole discretion, whether an individual is well
6 respected.

7 **APPROVAL BY COURT**

8 APPROVED FOR FILING and SO ORDERED this 26th day of
9 September, 2007.

10 
Circuit Court Judge

11 **REVIEW BY RESPONDENTS' ATTORNEY**

12 Approved as to form.

13 
14 Brady J. Woodworth OSB #85370
15 Attorney for Respondents

16 **RESPONDENTS' SIGNATURES AND ACKNOWLEDGMENTS**

17 Respondents have read and understand this agreement and each of its terms.
18 Respondents agree to each and every term.

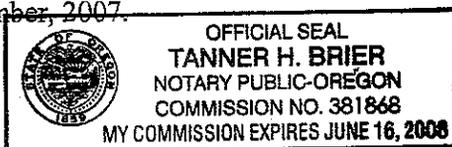
19 **Individual Respondent**

20 
Ralph D. Mitchell

21 RALPH D. MITCHELL
22 Print Name

23 Address 710 N. Molalla
Molalla OR

24 SUBSCRIBED AND SWORN to before me this 26th day of
25 September, 2007.




Notary Public for Oregon
Commission expires 6-16-08

1

Corporate Respondent

2

I, Ralph D. Mitchell, being first duly sworn on oath depose and say that I am the sole member and registered agent of Greenhouse Health & Wellness Center, LLC and am fully authorized and empowered to sign this Assurance of Voluntary Compliance on behalf of Greenhouse Health & Wellness Center, LLC and bind the same to the terms hereof.

3

4

Redacted
Ralph D. Mitchell

5

Ralph D. Mitchell
Print Name

6

President
Title

7

8

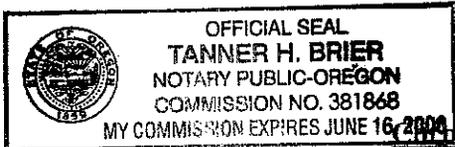
215 C. Main St.
Medalla, Or.
Address

9

SUBSCRIBED AND SWORN to before me this 26th day of September, 2007.

10

11



Redacted
Notary Public for Oregon
Commission expires 6-16-08

12

13

14

Corporate Respondent

15

I, Ralph D. Mitchell, being first duly sworn on oath depose and say that I am the President of Impact Christian Ministries an Oregon Domestic Non Profit and am fully authorized and empowered to sign this Assurance of Voluntary Compliance on behalf of Impact Christian Ministries and bind the same to the terms hereof.

16

17

Redacted
Ralph D. Mitchell

18

Ralph D. Mitchell
Print Name

19

President
Title

20

21

215 C. Main St.
Medalla, OR
Address

22

SUBSCRIBED AND SWORN to before me this 26 day of September, 2007.

23

24



Redacted
Notary Public for Oregon
Commission expires 6-16-08

25

26

ACCEPTANCE OF DOJ

Accepted this 26 day of September, 2007.

HARDY MYERS
Attorney General

Redacted

Thomas K. Elden #79036
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