

1 order specific food from a multi-level marketing company. The patient complained to
2 Respondent and received a refund of \$4,283.14 for the money she had paid.

3 In December 2014, the investigator for the Board went to the Tigard offices called NW
4 Health and asked for an appointment. The investigator was told he would have to attend a
5 seminar. In March 2015, the investigator went to the Portland Thyroid and Weight Loss Seminar
6 at the Courtyard Hotel in Tigard, Oregon with the purpose of attending Respondent's seminar.
7 The handouts provided were from Respondent and said that he was "Dr. Werner Marksfield D.C.,
8 D.Psc., Driven Teacher, Nutritional Counselor, Chiropractor and coach." The majority of the
9 handout was entitled "Could your thyroid be why you're not feeling well?" and was authored by
10 Dr. Daniel Pompa.

11 The Investigator also found another business operated and advertised under the website
12 www.thyroidportland.com.

13 Respondent began the seminar, noting that he had been practicing for 17 years.
14 Respondent asked open ended questions about audience participants' health, asked who suffered
15 from certain conditions such as Sheehan's syndrome, various thyroid issues, autoimmune
16 diseases, and what symptoms the audience had. He intimated that results of symptoms were
17 results of hypo-thyroid or Hashimoto's syndrome, to which the answer was addressing
18 inflammation at the cellular level. The majority of the audience appeared to be over age 60. Over
19 the course of the two hours, it was discussed how "leaky gut syndrome" and how proper diet,
20 nutrition and supplements could correct these symptoms. Respondent related cellular
21 inflammation as the cause for other disease processes as well. NW Health Centers would provide
22 a range of testing for aggravating factors for the underlying cellular inflammation that was the
23 cause of the various conditions. Things to be tested for included toxins, PVE's, pesticides, heavy
24 metals, BPA, and Halogens. Respondent encouraged people to sign up for his service, noting that
25 if people do nothing, their conditions would not improve.

26

1 In a Board interview, Respondent confirmed that he had an Oregon office located in Lake
2 Oswego. He claimed he was performing nutritional counseling. Respondent would not confirm
3 or deny the need for the tests and those being related to medical purposes or discuss the role of
4 the tests in nutritional counseling when asked why someone who is not practicing chiropractic
5 would order a lab test at all.

6 When asked about his printed materials where he claims to be a chiropractor, Respondent
7 said those were a mistake.

8 **2.**

9 Respondent is not a licensed Chiropractor in the State of Oregon. Respondent holds no
10 other health regulatory licenses or certificates in the State of Oregon. Respondent is performing
11 and ordering tests that are part of the scope of chiropractic and are taught in chiropractic schools.
12 Respondent is risking causing harm to the patients that he has provided this treatment to.

13 **CONCLUSIONS OF LAW**

14 The Board finds that if this matter were to proceed to hearing, the conduct described
15 above is a violation of ORS 684.015(1)(a), 684.020(1), ORS 684.100(1)(f)(A), (j) and (q), OAR
16 811-035-0015(6), (12), and (14) that Respondent practiced chiropractic without a license and
17 engaged in unprofessional conduct. The Board finds that the Respondent's conduct exposed the
18 citizens of Oregon to great harm.

19 Therefore, pursuant to ORS 183.415(5) and ORS 684.100(9)(e) the OBCE orders:

20 1. The parties have agreed to enter this stipulated final order. Licensee agrees that
21 he is aware of his right to a hearing with his attorney present to contest the
22 charges and hereby waives that right and agrees to entry of this order. Licensee
23 agrees to waive any right to appeal. The parties wish to settle and resolve the
24 above matter without further proceedings.

25 2. Respondent agrees that he will no longer provide any seminars in the State of
26 Oregon.

27 3. Respondent agrees that if he begins to provide any seminars in the future, he
28 cannot refer to himself as a doctor in the State of Oregon, during lectures or in
29 any forms of advertisement. He may state he has been trained as a chiropractor
30 and that he holds a license in Washington but must also state he has no license in

1 the State of Oregon from any health licensing Board and, therefore, cannot make
2 any medical recommendations or diagnoses.

3 4. Respondent also agrees that he will have a disclaimer for both lectures and all
4 advertising, that he is only offering life style change suggestions and is not
5 recommending his program or any other for the treatment of any medical
6 conditions that may be discussed.

7 5. If Respondent begins to engage in seminars again, he agrees to have a cool
8 down period in any written agreements, which provide that a prospective client
9 cannot sign up for a 48 hour period to take advantage of any discounts and allow
10 the client to review their options and talk with family and/or other advisors.
11 Respondent also agrees he will have a well-defined written refund policy that is
12 provided to all clients.

13 6. Respondent agrees to pay a fine of \$3,000 within 30 days this agreement
14 becomes final.

15 7. If Respondent violates any of the terms of this order, the Board may consider
16 further discipline.

17 8. This order is effective on the date signed by the Board and is a public record.

18 Dated this 6th day of April, 2016.

19 BOARD OF CHIROPRACTIC EXAMINERS
20 State of Oregon

21 By: Cassandra C. Skinner J.D., Executive Director

22 Original signatures are on file in OBCE office.

23 By: Werner George Karl Von Marksfeld-Fuhrherr

24 Date: 4/11/2016