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CIRCUIT COURT OF THE STATE OF OREGON  
COUNTY OF MARION

IN THE MATTER OF:  
THEODORE MAHR aka TOM BARR,  
Respondent.

Case No. \_\_\_\_\_

**ASSURANCE OF VOLUNTARY  
COMPLIANCE**

1.

Respondent Theodore Mahr is an attorney who has been disbarred in Wisconsin, Washington, and Oregon. This agreement is between respondent and the Oregon Department of Justice (DOJ) acting pursuant to ORS 646.632.

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. Respondent and DOJ agree that no provision of this AVC operates as a penalty, forfeiture, or punishment under the Constitution of the United States and the Constitution of the State of Oregon, or under any other provision of law.

3.

Respondent has received informal notice via email and hereby waives receipt of formal notice of the unlawful trade practices alleged by the State of Oregon pursuant to ORS 646.632(2).

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4.

Respondent understands and agrees that this AVC applies to respondent while acting personally or through any corporation or other business entities whose acts, practices or policies are directed, formulated, or controlled by Theodore Mahr.

5.

Respondent understands and agrees that following the acceptance of this AVC by DOJ, DOJ may communicate directly with respondent for the purpose of executing and enforcing the terms of this agreement and resolving future complaints, if any.

6.

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

7.

Respondent waives any further notice of the filing of this AVC. Respondent agrees to accept service of a conformed or court certified copy by prepaid first class mail sent to the address following his signature.

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 respondent. Respondent agrees that a copy of the money judgment may be sent to respondent via first class mail to the addresses following respondent's signature.

9.

Respondent understands that, in addition to any other sanctions that 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 for each violation, and such

1 further relief a s t h e c o u r t m a y d e e m a p p r o p r i a t e . O R S 6 4 6 . 6 3 2 ( 4 ) , O R S 6 4 6 . 6 3 2 ( 1 ) , O R S  
2 6 4 6 . 6 3 2 ( 2 ) .

3 10.

4 The parties acknowledge that no other promises, representations, or agreements of any  
5 nature have been made or entered into by the parties. The parties further acknowledge that this  
6 AVC constitutes a single and entire agreement that is not severable or divisible, except that if  
7 any provision herein is found to be legally insufficient, or unenforceable, the remaining  
8 provisions shall continue in full force and effect.

9 REMEDIES

10 11.

11 Respondent shall not represent or imply that DOJ or any other governmental unit of the  
12 State of Oregon acquiesces or approves of respondent's past business practices, current efforts to  
13 reform its practices, or any future practices which respondent may adopt or consider adopting.  
14 DOJ's decision to settle this matter or to otherwise unilaterally limit current or future  
15 enforcement action does not constitute approval or imply authorization or any past, present, or  
16 future business practice.

17 12.

18 Effective immediately upon its execution of this AVC, respondent agrees to:

19 A. Cease practicing law in Oregon. The practice of law includes but is not limited  
20 to consultation, explanation, recommendation and advice regarding legal matters; meeting to  
21 discuss individual facts and circumstances relating to a prospective client's need or desire for  
22 legal forms, legal services or legal assistance; providing information orally, in writing, or in any  
23 other manner, relating to individual facts and circumstances so as to assist any persons with their  
24 legal matters; advising persons regarding their eligibility for or advisability of legal remedies to  
25 address their particular legal matters; advising any person regarding procedural functions of the  
26 court system as it relates to the person's particular legal matters including advice regarding

1 jurisdiction or venue; assisting a person in selecting particular forms, documents or pleadings for  
2 any person to address his/her legal matters; and assisting, suggesting or advising any person how  
3 forms, documents or pleadings should be used to address or solve particular legal problems.

4 B. Cease providing immigration consultation of any type in Oregon and to Oregon  
5 clients. *See* ORS 9.280.

6 C. When providing any **other** type of consultation in Oregon, respondent agrees that  
7 prior to being retained, respondent will provide to every prospective client the following  
8 disclaimer conveying in the native language (*e.g.*, English, Spanish, Russian, etc.) of the  
9 prospective client:

10 **NOTICE: I am not a licensed attorney. I cannot practice law in**  
11 **Oregon or Washington. I cannot provide legal advice. I cannot advise you**  
12 **on which form to use. I cannot sign any document on your behalf. I do not**  
13 **represent you, and I cannot appear in court on your behalf.**

14 D. Additionally, when providing any **other** type of consultation in Oregon, as per  
15 subparagraph C, immediately above, respondent shall place all client funds into an escrow  
16 account where they must remain until the product or service is delivered in full to the client.

17 13.

18 **RESTITUTION FOR CONSUMER COMPLAINANTS**

19 Upon execution of this AVC, respondent shall pay the sum of nine thousand dollars and  
20 zero cents (\$9,000.00) in restitution for the consumers listed below. Payment shall be made in  
21 the form of certified funds or electronic transfer, deposited into the Department of Justice  
22 Account established pursuant to ORS 180.095. Said funds shall be disbursed by DOJ to the  
23 following individuals, in the following amounts:

24	Sarah Kilwein-Palma Rangel	3,000
25	Vanessa & Hector Rivera	2,500
26	Meggan Rodriguez	1,500

1	Alfonso Martinez Concepcion	1,500
2	Lynnetta and Joel Costelo	<u>500</u>
3	Total	\$9,000

4

5 The parties agree that respondent shall pay the \$9,000 on the following payment plan:

6 An initial sum of \$1,000 is due on or before April 5, 2015. A monthly sum of \$100 is  
7 due on or before the fifth (5<sup>th</sup>) of every month thereafter, beginning on May 5, 2015 and ending  
8 with a final payment on December 5, 2021 (*i.e.*, a period of 80 months, *i.e.*, 6 years, 8 months, of  
9 \$100 payments).

10 Respondent further agrees that, if additional consumer complaints against respondent  
11 (relating to the subject of this AVC), are received by DOJ within one year of the filing of this  
12 AVC, respondent's payment plan shall be extended commensurately in order to provide  
13 restitution for those consumers.

14 **There shall be no penalty for early or augmented payments.**

15 Finally, respondent is required, and hereby agrees, to provide his current physical address  
16 and current mailing address to DOJ throughout the payment plan period (April 2015 through  
17 December 2021), or until the balance of \$9,000 is paid in its entirety.

18

19 14.

20 **PAYMENT TO THE STATE**

21 Upon execution of this AVC, respondent shall pay the sum of \$100,000 to the  
22 Department of Justice Account established pursuant to ORS 180.095, to be used by DOJ as  
23 provided by law. However, said payment shall be suspended indefinitely, and shall become due  
24 and payable only if respondent fails to comply with the terms provided in this AVC. In that  
25 event, this AVC shall be converted at *ex parte* to a General Judgment, Money Award, without  
26 further notice to respondent.

1 RESPONDENT'S SIGNATURE AND ACKNOWLEDGEMENT

2 I, Theodore Mahr, being duly sworn on oath depose and say that I am fully authorized  
3 and empowered to sign this Assurance of Voluntary Compliance and bind myself to the terms  
4 hereof. I have read, understand, and agree to each and every term of this Assurance of Voluntary  
5 Compliance.

6 Theodore Mahr  
7 Theodore Mahr

8 Theodore Mahr  
9 Print Name

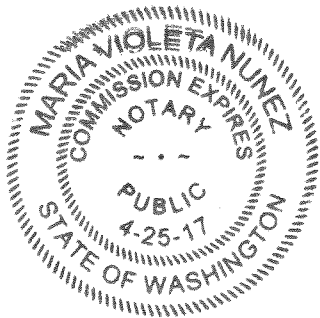
10 Address 1347 Deerbrush Dr., S.E.

11 Olympia, Washington 98513

12 Telephone 509-750-9793

13 Email \_\_\_\_\_

14 SUBSCRIBED AND SWORN to before me this 31 day of March, 2015.



16 Maria Violeta Nunez  
17 Notary Public for WASHINGTON

18 **ACCEPTANCE BY DOJ**

19 Accepted this 3rd day of April, 2015.

20 ELLEN F. ROSENBLUM  
21 Attorney General

22 Lucille Salmony  
23 LUCILLE SALMONY, OSB #903790  
24 Senior Assistant Attorney General  
25  
26

Oregon Department of Justice  
Of Attorneys for Plaintiff  
1162 Court Street NE  
Salem, OR 97301-4096  
Phone: (503) 934-4400  
Fax: (503) 378-5017  
Email: [lucille.salmony@doj.state.or.us](mailto:lucille.salmony@doj.state.or.us)

**APPROVAL BY COURT**

SUBMITTED BY E-FILING. APPROVED FOR FILING and SO ORDERED by

Signed: 11/2/2016 3:35 PM

  
Marion County Circuit Court Judge

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

INTERNATIONAL MONEY ORDER

75-53  
819



03/30/2015

To Validate: Touch the stop sign, then watch it fade and reappear



5920257441  
MONEY ORDER

MONEY ORDER NUMBER  
59202574410  
CALL 1-800-542-8590 TO VERIFY

PAY TO THE ORDER OF:  
PAGAR A LA ORDEN DE:

OREGON DEPT OF JUSTICE

IMPORTANT - SEE BACK BEFORE CASHING

Ted Wacht

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

ADDRESS:/ DIRECCION:

Payable Through  
Wells Fargo Bank, N.A.  
Faribault, MN

ISSUER/DRAWER:  
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

500.00

FIVE HUNDRED \*\*\*  
DOLLARS 00 CENTS

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Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

INTERNATIONAL MONEY ORDER

75-55  
979



03/30/2015

To Validate: Touch the stop sign, then watch it fade and reappear



5920257442  
MONEY ORDER

MONEY ORDER NUMBER  
592025744201  
CALL 1-800-542-3590 TO VERIFY

PAY TO THE  
ORDER OF:  
PAGAR A LA  
ORDEN DE:

OREGON DEPT OF  
JUSTICE

IMPORTANT - SEE BACK BEFORE CASHING

*Ted Blake* MP

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR  
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Payable Through  
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Faribault, MN

ISSUER/DRAWER:  
MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY

\*\*\*050099\*\*  
FIVE HUNDRED \*\*\*  
DOLLARS 00 CENTS

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