

**STATE OF MARYLAND
DEPARTMENT OF AGRICULTURE
BEFORE THE STATE BOARD OF VETERINARY MEDICAL EXAMINERS**

IN THE MATTER OF:

*

MARK LIBERTO, DVM
LICENSE NO. 3448

*

DOCKET NO. 24-74

*

* * * * *

CONSENT AGREEMENT AND ORDER

This Consent Agreement and Order (“Consent Agreement”) dated this 26 day of April 2026, is between the State Board of Veterinary Medical Examiners (“SBVME” or “Board”) and Mark Liberto, DVM (“Dr. Liberto”), License No. 3448. This Consent Agreement resolves a case arising from a complaint filed with the SBVME on January 22, 2024 (assigned Docket No. 24-74), alleging that Dr. Liberto did not satisfy the Veterinary Practice Act, Md. Code Ann., Agric. §§ 2-301 – 2-316 and related Code of Maryland Regulations (“COMAR”) 15.14.01 – 15.14.17, as set forth herein.

On March 25, 2026, Dr. Liberto, having been advised in writing regarding his due process rights and while represented by legal counsel, agreed to resolve this case under the terms and conditions reflected in this Consent Agreement. By signing this Consent Agreement, Dr. Liberto agrees to waive his right to formal proceedings in this case, including the issuance of charges and a hearing. He further agrees to the terms and conditions of this Consent Agreement.

Under Maryland law, the SBVME is the licensing authority responsible for regulating the practice of veterinary medicine in this State, which includes filing disciplinary actions against veterinarians charged with not satisfying the provisions of the Veterinary Practice Act and related COMAR regulations adopted under this law. As part of its authority, the SBVME "may refuse, suspend, or revoke any application or license, and censure or place on probation any licensee ... if the veterinarian ... [f]ails to comply with Board rules and regulations after receiving a license." Md. Code Ann., Agric. § 2-310(8). The Board may also impose a civil penalty of not more than \$5,000 for a first offense or \$10,000 for a second or subsequent

offense instead of or in addition to suspending or revoking a veterinarian's license, respectively. Agric. § 2-310.1. In setting the amount of a civil penalty, the Board shall consider the severity of the violation, the good faith of the violator, any history of prior violations, and the Board's civil penalty standards. Md. Code Ann., State Gov't. § 10-1001(b); COMAR 15.14.11 (Civil Penalty Standards for Veterinarians).

FINDINGS OF FACT AND CONCLUSIONS OF LAW

By entering and signing this Consent Agreement after having had the opportunity to seek the advice of legal counsel, Mark Liberto, DVM, License Number 3448, agrees to the provisions of this Consent Agreement, acknowledging that the SBVME has sufficient evidence to find as fact, and to conclude as a matter of law that Dr. Liberto did not satisfy COMAR 15.14.01.07A (Professional Judgment and Practice) and COMAR 15.14.01.10 (Record Keeping) as described below:

1. Dr. Liberto is a veterinarian licensed to practice in Maryland since 1988.
2. At the time of the events described herein, Dr. Liberto was the owner and responsible veterinarian at Lake Forest Animal Hospital ("LFAH" or "Hospital") (License No. 15-00623), located at 18645 N Frederick Ave, Gaithersburg, MD 20879.
3. On December 21, 2023, AJ Lee ("Ms. Lee") took her 1-year-old spayed Siamese cat, Elli, to Best Friends Veterinary Hospital ("BFVH") (License No. 15-117) for an injured right hind leg sustained during the prior week during a period when the cat was missing. Victoria Hollifield, DVM ("Dr. Hollifield") (License No. 3558) examined Elli and noted that there was a wound on her right hind leg, the right tarsus was "floppy," and the tibia was swollen. Dr. Hollifield suspected Elli had been hit by a car.
4. Radiographs taken at BFVH showed that Elli had a right fractured tibia, fibula, and ileum, and possible fractures to the tarsal bones. Dr. Hollifield ran bloodwork, which revealed anemia and low platelets. The remainder of Elli's bloodwork was normal. Dr. Hollifield administered an injection of Convenia and meloxicam.
5. According to Ms. Lee, she attempted to schedule an appointment with an orthopedic specialist. However, due to the holidays, she was told that the first available appointment was not for almost a month.

To obtain more timely care, Ms. Lee requested and was given an appointment at LFAH for December 23, 2023.

6. In the early morning of December 23, 2023, Ms. Lee took Elli to LFAH. Nothing about this visit, including the fact that it happened, is documented in the medical record. It is undisputed that Ms. Lee came to Dr. Liberto's hospital that morning and was given some type of referral to another hospital. According to Dr. Liberto, Ms. Lee was referred to Veterinary Referral Associates ("VRA") (License No. 15-164). He claims that after being given the referral, Ms. Lee left the Hospital, leading him to believe that Ms. Lee was seeking specialty care.

7. For her part, Ms. Lee recalls being referred to an "emergency hospital" that morning. However, her recollection was that the recommendation came from LFAH staff (not Dr. Liberto) and was given because she felt that Elli's condition required urgent attention and Dr. Liberto had not yet arrived at the Hospital that morning. At the time, Ms. Lee did not understand the difference between general emergency care and specialty orthopedic care. Based on the evidence, it is unlikely that any recommendation made that morning was fully informed and based on Dr. Liberto's assessment of Elli's injuries, because Dr. Liberto had not examined Elli or reviewed any imaging at this time.

8. Later that day, Ms. Lee returned to LFAH with Elli to see Dr. Liberto. Dr. Liberto examined Elli and found her to be non-weight-bearing on her right rear leg. Her mid-tibia was very swollen, and there was a small area of skin ulceration where the tip of a fracture fragment was protruding.

9. Facts related to Dr. Liberto's discussions with Ms. Lee during this visit are also disputed. According to Dr. Liberto, he discussed Elli's injuries and his surgical plan with Ms. Lee, who raised concerns about finances. Dr. Liberto claims he told Ms. Lee that the injuries were serious. It is not clear from Dr. Liberto's multiple statements to the Board whether he discussed a referral to a specialty hospital that afternoon. Ms. Lee does not recall any discussion about a referral during this visit but does acknowledge that finances were a concern. She believes that Dr. Liberto did not adequately convey the severity of Elli's injuries and the complexity of the surgery after he had examined Elli and reviewed her imaging. Discussions about a

referral, the severity of Elli's injuries, the owner's financial concerns, and other client communications on this date are not documented in the medical record.

10. Dr. Liberto told Ms. Lee that he would focus on repairing the tibia/fibula fracture since the bone was protruding from the skin, start Elli on antibiotics, and start a topical wound treatment immediately.

11. Dr. Liberto also recommended that Elli remain hospitalized at LFAH with restricted activity. Ms. Lee consented. Elli's surgery, to be performed by Dr. Liberto, was scheduled for December 26, 2023. In his records from December 23, 2023, Dr. Liberto indicated that he would repeat radiographs before performing surgery. However, there is no evidence that he took radiographs before Elli's surgery, nor is there any discussion reflecting why repeat imaging was not performed.

12. On December 26, 2023, Dr. Liberto performed Elli's right tibial fracture repair. There was necrotic skin and tissue at the fracture site, which Dr. Liberto debrided. For over one and a half hours, Dr. Liberto attempted to reduce Elli's tibial fracture, but he could not get more than an 85% reduction. Dr. Liberto attempted to place an intramedullary pin, but he was concerned that the splintering in the distal tibial segment would splinter more. He then placed two 22-gauge cerclage wires to gather the splinters and keep the level of reduction he had previously achieved. An absorbing bandage was applied over the necrotic site along with a soft support R-J type external coaptation. Elli recovered uneventfully.

13. Post-operatively, Dr. Liberto called Ms. Lee to inform her that while Elli's leg was stable, he could not reduce Elli's fracture completely due to the severity of the muscle contracture. Dr. Liberto planned to change Elli's bandage frequently to control any infection and continue with external coaptation or attempt to get a better fixation.

14. On December 27, 2023, Ms. Lee visited Elli. Dr. Liberto discussed the risk of infection of the bone and told Ms. Lee that any infection would be a serious complication with the potential to necessitate amputation of the leg. Dr. Liberto advised Ms. Lee that he would be able to make a better assessment once he changed Elli's bandage.

15. On December 28, 2023, Dr. Liberto changed Elli's bandage and noted that the "leg looks good." Before Dr. Liberto was able to speak with Ms. Lee about Elli's status, Ms. Lee sent an email to LFAH

informing the hospital of her intent to transfer Elli to VRA for further care. Because he did not have a chance to speak with Ms. Lee prior to Elli's discharge, Dr. Liberto did not know why she suddenly changed her mind.

16. Subsequently, Elli was evaluated at VRA by Andrew Nguyen, DVM ("Dr. Nguyen") (License No. V-09155). Dr. Nguyen recommended hospitalization and a consultation with VRA's orthopedic surgeon. Ms. Lee consented to the plan. Dr. Nguyen sedated Elli and changed her bandage.

17. On December 29, 2023, VRA veterinarian Ian Doody, DVM ("Dr. Doody") (License No. V-08783) sedated Elli and changed her bandage. Radiographs were also performed. In addition to Elli's previously identified fracture, Dr. Doody noted a new finding – a complete ileal fracture between the acetabulum and sacroiliac ("SI") joint on the right side and a suspected SI luxation on the left side that also required surgical repair. Elli remained hospitalized at VRA until a surgeon was available to repair her fractures.

18. On January 1, 2024, Justin Ganjei, DVM ("Dr. Ganjei") (License No. 6752) of VRA performed Elli's right ileal fracture repair. On January 3, 2024, Dr. Ganjei repaired Elli's tibial fracture. Elli was discharged from VRA on January 4, 2024, and has fully recovered.

19. On January 22, 2024, Ms. Lee submitted a complaint to the SBVME against Dr. Liberto, alleging, among other things, that he provided substandard care to Elli.

20. The Board opened a case, investigated the allegations in the complaint, and reviewed the medical care provided. As part of the investigation, Dr. Liberto submitted several written statements to the SBVME through his attorney. Dr. Liberto explained that due to the severity of Elli's fracture, he decided to treat the necrotic skin on the injured right hindlimb and attempt to reduce the fracture. Dr. Liberto stated that he repaired Elli's fracture to the extent he was able to, without putting Elli at risk of infection.

21. Further, Dr. Liberto maintains that his treatment of Elli made her situation better, not worse. He believes Elli's condition improved because he removed the necrotic skin, likely counteracted the muscle contracture that was present, and placed a post-operative stabilizing bandage.

22. After it reviewed the case, the Board found that Dr. Liberto did not exercise appropriate professional judgment in his care and treatment of Elli. COMAR 15.14.01.07A (Professional Judgment and

Practice) provides that: “[a] veterinarian, when caring for and treating a patient, shall conform to those minimum standards of care and treatment which are customary among veterinarians in this State.”

23. Dr. Liberto did not satisfy the applicable standards because he either did not explain the serious nature of Elli’s injuries after he examined her the afternoon of December 23, 2023 or offer a referral to an orthopedic specialist, or his discussions with Ms. Lee were not detailed and specific enough to ensure that she understood the severity of the injuries and potential benefits of having the surgery performed by a specialist. Elli had sustained serious and extensive injuries that resulted in a large amount of bone fragments, requiring complicated surgery that carried significant risks, including the possibility that the fractures could not be repaired. A reasonable veterinarian acting in accordance with the applicable standard of care would have discussed the risks of surgery in sufficient detail to ensure that the client had sufficient information to give informed consent and offered a referral to a specialist.

24. Dr. Liberto also did not use appropriate professional judgment by failing to take radiographs immediately before Elli’s surgery on December 26, 2023. Instead of performing his own imaging, Dr. Liberto relied on radiographs taken by another provider on December 21, 2023. Elli’s condition could have changed between the date the radiographs were taken and the surgery date, and a reasonable veterinarian would not have relied on those older images without at least recommending that new X-rays be taken.

25. An additional issue with Dr. Liberto’s professional judgment involves his surgical technique. In his attempt to address Elli’s injuries, Dr. Liberto used cerclage wire and pinning, which was not appropriate for Elli’s complex fracture. Wire and pinning would be appropriate for a longer diagonal fracture without fragments, not for a patient with a comminuted fracture with multiple bone fragments with displacement.

26. The Board recognizes and acknowledges that Dr. Liberto believed he was helping the client by providing a more timely and lower cost alternative to specialty care when he agreed to perform the surgery. Nonetheless, despite good intentions, the care provided was not within the minimum standard of care.

27. The Board also found deficiencies in Dr. Liberto’s record-keeping. COMAR 15.14.01.10A (Record Keeping) requires, for a companion pet animal, that a veterinarian prepare a legibly written record that accurately and thoroughly reflects the treatment provided, including the progress and disposition of the

case. COMAR 15.14.01.10A(7) requires that the record include documentation of the animal's condition, as evidenced through a physical examination not more than twelve hours before administering anesthesia, injectable sedative, or injectable tranquilizing agent. COMAR 15.14.01.10A(8) provides that if medication is given, the record must contain the amount in milligrams or the volume and concentration of the medication used, as well as the frequency and route of administration. COMAR 15.14.01.10A(10) specifies that the medical record shall include a surgery and an anesthesia log, if applicable. COMAR 15.14.01.10D provides that "[a] veterinarian shall label each radiograph and any other diagnostic image or picture with the hospital, clinic, or veterinarian's name, the patient's name, the owner's name, and the date the image was taken."

28. The Board's review of Dr. Liberto's medical records revealed that he did not record the patient's temperature, heart rate, or respiration during Elli's physical examination on December 23, 2023. Moreover, the records reflecting Elli's hospitalization on December 24th and 25th do not contain evidence of monitoring (temperature, pulse, and respiration) during the overnight hours. In fact, it is unclear from the records whether Elli was monitored at all while hospitalized.

29. Dr. Liberto also did not prepare or retain an anesthesia log for Elli's surgery, nor did he record the volume and concentration of some of the medications administered.

30. Furthermore, as noted above, Dr. Liberto did not document his discussions with Ms. Lee about the complicated nature of the surgery, the risks of surgery, or any recommendation that Ms. Lee seek specialty care. There is no record of Ms. Lee's visit to the LFAH the morning of December 23, 2023, which is when both Dr. Liberto and Ms. Lee acknowledge that a referral was discussed. Without documentation, there is no basis to determine with certainty whether Dr. Liberto personally discussed a referral to a specialist that morning or to assess the nature of such discussions. Ms. Lee claims that the referral was made by a staff member simply because Dr. Liberto was not available at that time, suggesting that the referral was not based on an assessment of Elli's injuries.

31. Finally, the radiographs Dr. Liberto provided to the SBVME were not labelled with the name of the veterinarian or the veterinary hospital as required by the Board's regulations.

Considering the facts and circumstances, including the nature of the violation(s); the veterinarian's lack of disciplinary history; and his acceptance of responsibility and good faith cooperation in resolving this matter, the Board concluded that the most reasonable and appropriate resolution includes the sanctions set forth below.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is ORDERED by the State Board of Veterinary Medical Examiners that:

- (a) For not satisfying COMAR 15.14.01.07A (Professional Judgment and Practice) in connection with the care provided to Elli, a 1-year-old spayed Siamese cat owned by AJ Lee, by not explaining in sufficient detail the severity of Elli's injuries, the risks of the complicated surgery, or the potential benefits of a referral to a specialist; not obtaining (or recommending) repeat imaging before surgery; and using cerclage wire and pinning during surgery, which was not appropriate for the patient's complex fracture, Dr. Liberto is assessed a civil penalty of \$1000 (first offense);
- (b) For not satisfying COMAR 15.14.01.10A (Record Keeping) by not recording physical examination findings in the record, including temperature, pulse, and respiration; not maintaining an anesthesia log or procedure report; not documenting the units of measure for medications prescribed or administered; not documenting client communications; and incorrectly labeling radiographs, Dr. Liberto is assessed a civil penalty of \$500 (first offense);
- (c) Dr. Liberto shall pay the total civil penalty (\$1500) within sixty (60) days from the date of this Consent Agreement by check payable to the Maryland Department of Agriculture ("MDA") with the notation "SBVME – 24-74" sent to the MDA at 50 Harry S. Truman Parkway, Room 102, Annapolis, MD 21401 – Attn: Nathaniel Boan;
- (d) As an additional condition of this Consent Agreement, Dr. Liberto shall complete nine (9) hours of continuing education ("CE"). Six of those hours shall consist of the

Efficient Medical Record Keeping for Veterinarians course offered by drip.vet/VIN or a substantial equivalent pre-approved by the SBVME. The remaining three (3) hours of CE shall address orthopedic and fracture repair and be pre-approved by the Board. To obtain pre-approval for CE, Dr. Liberto shall provide descriptive information about each course proposed to be taken (using a link, or an attached syllabus) by email to Nathaniel Boan, Executive Director, at Nathaniel.boan@maryland.gov;

- (e) The CE shall be completed, and verification of completion provided to the Board within ninety (90) days from the date of this Order, with verification sent by email to Nathaniel Boan, Executive Director, at nathaniel.boan@maryland.gov. Proof from the CE provider shall include the veterinarian's name, the number of hours of CE completed, the topics covered, and the date(s) the CE was given. The CE completed to satisfy the terms of this Consent Agreement may not be counted toward the eighteen (18) credit hours required annually for re-registration of the veterinary license; and
- (f) This Consent Agreement is a public document.

WITNESS the hand of the State Board of Veterinary Medical Examiners, State of Maryland, this
26th day of April 2026.

STATE BOARD OF VETERINARY
MEDICAL EXAMINERS


Christine Calvert, DVM (Apr 26, 2026 08:35:29 EDT)

Christine Calvert, DVM
President
State Board of Veterinary Medical Examiners
Maryland Department of Agriculture

CONSENT

I, Mark Liberto, DVM, acknowledge that I have had an opportunity to consult with counsel before entering into this Consent Agreement. By this Consent, I hereby acknowledge the legal authority and jurisdiction of the Board to issue and enforce this Consent Agreement. To resolve this matter, I agree to accept and submit to the foregoing Consent Agreement, consisting of eleven (11) pages, including this Consent. I sign this Consent Agreement without reservation as my voluntary act and deed after having had an opportunity to consult with counsel. I fully understand and comprehend this Consent Agreement's language, meaning, and terms.

Date: 04/24/2026

Dr. Mark Liberto

[Dr. Mark Liberto \(Apr 24, 2026 15:33:09 EDT\)](#)

Mark Liberto, DVM