



NATIONAL VETERINARY LAW GROUP AT  
MANDELBAUM BARRETT<sub>PC</sub>



# Veterinary Law Newsletter *Volume 29*

## A Message from our Chair:

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As summer winds down and we head into a busy fall and the close of 2025, I want to take a moment to thank you for being part of our Veterinary community. This year has brought both opportunities and challenges for practice owners and veterinary professionals, and our team at the National Veterinary Law Group has been proud to support you every step of the way.

Looking ahead, our calendar is full of industry events, speaking engagements, and new resources designed to help you navigate the evolving landscape of veterinary medicine and practice ownership. Whether it's succession planning, regulatory updates, or innovative approaches to growth, we remain committed to providing trusted legal guidance and practical insights tailored to your needs.

I encourage you to stay connected with us through our upcoming newsletters, events, and podcasts. Together, we'll continue building a strong, sustainable future for veterinary medicine.

Wishing you a productive and successful fall season.

*Peter Tanella, Esq.*

## What's Inside!

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### How One Clause in Your Veterinary Employment Agreement Could Cost You Thousands

When veterinary associates evaluate an employment offer, they often focus on the base salary or production percentage. But buried in many agreements—usually somewhere between “bonus compensation” and “reconciliation period”—is a clause that can quietly chip away at earnings: negative accrual.

If your associate compensation includes a ProSal model (a base salary or “draw” plus production-based bonuses), it’s essential to understand whether the agreement permits the practice to track and carry forward underproduction, known as negative accrual.

# What Is Negative Accrual?

Negative accrual refers to the practice of tracking the shortfall between what an associate is paid and what they actually earn in production-based compensation. If the associate doesn't generate enough production to cover their monthly draw, that deficit may be carried forward and deducted from future earnings.

## Simple Example

Let's say a veterinarian is on a ProSal arrangement with:

- A monthly draw of \$8,000
- 22% commission on monthly collections

In one month, the associate produces \$27,000 in collections. At 22%, their production-based pay would be \$5,940, which is \$2,060 less than their \$8,000 draw.

If the agreement includes negative accrual, the \$2,060 is carried forward as a deficit. This means that in a future month where the associate overproduces, that prior shortfall is subtracted from their bonus or commission.

In contrast, if the agreement has no negative accrual, the associate keeps the full \$8,000 that month—no clawbacks, no running deficit.

## Why It Matters

Negative accrual clauses can have a major impact on associate compensation, especially:

- During slow seasons or holidays when the practice is closed
- When an associate is newly hired and building a client base
- During vacations, illness, or parental leave

Associates often assume that their draw is guaranteed, not realizing they may be required to “pay back” that draw if they don't hit certain benchmarks.

## Best Practices for Practice Owners and Associates

For employers, clarity and transparency about the practice's compensation structure helps build trust and prevent future disputes. If your structure includes negative accrual, provide your employees with an explanation of how and when it's applied, and consider whether it aligns with your practice culture and employee retention goals.

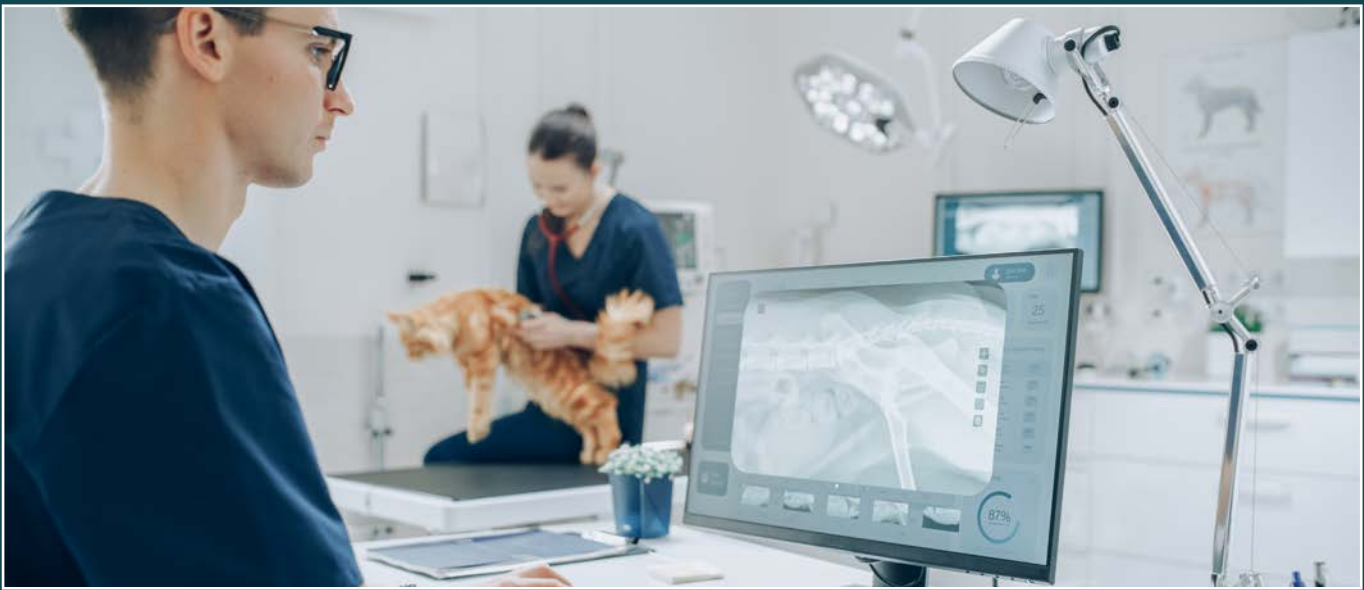
For associates, it's critical to ask:

- Does the compensation structure include negative accrual?
- How is production calculated?
- Collections or gross revenue?
- What revenue items are excluded, if any?
- How often is compensation reconciled?
- How often are the production bonuses paid?
- What happens during PTO or leave?

Associates should keep in mind that there is potential for negotiating with their employer to remove a negative accrual provision from their employment agreement. Alternatively, they could request a ramp-up period during their first few months of employment to build up the “bank” that it gets deducted from.

Understanding this concept and how it affects your production bonus can have a meaningful impact on your take-home pay. Do your homework and be prepared to have that conversation with your employer so you can advocate for yourself.

**The National Veterinary Law Group at Mandelbaum Barrett PC is here to answer any questions you may have.**



## Veterinary Practice Buy-In: Phantom Equity, Vesting, Conversion, and Tax Implications

For many veterinary practices, the next generation of ownership begins with a conversation between a practice owner and a valued associate. While traditional buy-ins often involve a direct purchase of equity, innovative approaches, such as phantom equity, offer greater flexibility, improved retention incentives, and a smoother transition for both parties.

This article explores a scenario where a practice owner grants an associate phantom equity interests that vest evenly over five years, with the option to convert those phantom interests into actual ownership at the end of the vesting period, and why they are vital for both new and experienced veterinarians.

### What Is Phantom Equity?

Phantom equity is a form of long-term incentive compensation that mirrors the value of actual ownership without conferring any direct ownership rights. It gives employees a financial interest in the growth of the business while postponing, or avoiding entirely, an actual equity transfer.

In the veterinary context, phantom equity is often used to align a key associate's long-term interests with the success of the practice, offering a path toward ownership while preserving the owner's control until the associate is fully vested and ready to become a partner.

Key characteristics of phantom equity:

- The associate does not receive actual ownership rights initially.
- Phantom units track the value of actual equity in the practice.
- Vesting occurs over time, subject to continued employment.
- The associate holds no voting or management rights until and unless conversion occurs.

### The Buy-In Structure: Vesting and Conversion

- Under this scenario, phantom equity is granted and vests evenly over a five-year period. Vesting may be contingent on continuous employment, performance milestones, or other conditions. Once fully vested, the associate may either:



- Receive a cash payout equal to the value of the vested phantom interest (mimicking the sale of equity), or
- Elect to convert the phantom equity into actual ownership of the practice, typically at fair market value or a formula-based valuation agreed upon in advance.
- Benefits of This Structure:
- For the Associate: A risk-mitigated path to equity with no initial financial burden.
- For the Owner: A powerful tool to retain key talent, preserve control, and implement a predictable ownership transition.

## Conversion to Actual Equity: Legal and Structural Implications

If the associate chooses to convert their phantom equity into real ownership at the end of the vesting period, the parties are no longer in an employer-employee-only relationship, they become business partners. This conversion has significant legal implications and requires formal documentation.

- Key Legal Steps Upon Conversion
- Formation of a Partnership (or Amended Operating Agreement)
- Valuation and Capital Account Adjustments

## Required Documents to Implement a Phantom Equity Plan

To properly implement a phantom equity structure, the following documents should be prepared and reviewed by experienced counsel:

- Phantom Equity Plan Document
- Phantom Equity Grant Agreement
- Employment Agreement or Amended Employment Agreement
- Valuation Methodology or Formula
- Section 409A Compliance Memo or Analysis
- Amended Operating Agreement or Partnership Agreement (upon conversion)

## Tax Implications: Employer vs. Employee

Tax consequences depend on both the vesting schedule and whether the associate receives a cash payout or converts to equity.

- Taxation During Vesting
- At Grant: No immediate income tax event
- As Phantom Equity Vests: Subject to FICA/Medicare taxes
- Taxation at Settlement (Cash Payout or Conversion)
- Full value is treated as ordinary income
- Subject to income tax and payroll taxes
- Employer receives a tax deduction at time of settlement
- Example: A \$250,000 phantom equity award is taxed as ordinary compensation when paid or converted. Post-Conversion Tax Treatment: Any future appreciation is generally subject to capital gains tax upon a subsequent sale of the equity.

## Section 409A Considerations

Phantom equity is classified as non-qualified deferred compensation and must comply with Section 409A of the Internal Revenue Code:

- Payment Timing & Triggers Must Be Clear
- Failure to Comply Can Trigger Severe Tax Consequences
- Professional Guidance Is Essential

A phantom equity arrangement with a conversion feature can be a compelling way to align the long-term interests of a veterinary practice owner and a key associate. It provides flexibility, helps retain top talent, and creates a path to ownership without immediate financial pressure. But if conversion to actual equity occurs, the associate and the owner become true partners, legally and financially, which requires new agreements and careful planning. Owners and associates should work closely with legal and tax professionals to structure the arrangement, prepare appropriate documents, ensure tax compliance, and, when the time comes, develop a partnership agreement that defines their new business relationship.

**Please contact our National Veterinary Law Group attorneys if you have any questions.**



# Associate Employment Agreements: Crafting Fair and Effective Contracts

To attract top tier talent, it is very important for veterinary practices to present prospective associates with fair and balanced employment agreements. Indeed, well-crafted and effective employment agreements balance the practice's need to protect its business while also providing clear and definite terms and conditions of employment for the associate. Therefore, veterinary practices should craft comprehensive employment agreements that address the pertinent terms and conditions of the associate's employment.



## Terms and Conditions to Consider

There are many terms and conditions for veterinary practices to consider for inclusion in associate employment agreements, including the following:

- **Employment Duties and Responsibilities:** Associate employment agreements should clearly set forth the required professional veterinary services, including any administrative services expected to be performed by the associate.
- **Schedule:** The number of hours per week that the associate will be required to work is a term that is subject to negotiation between the practice and the associate. In negotiating this term, it is important that the practice retain the discretion to alter the associate's schedule depending on the practice's business needs.
- **Compensation:** Base salary, production bonuses, benefits, paid time off, the payment of license fees, and relocation expenses (if any) are among the terms and conditions that are subject to negotiation and should be memorialized in associate employment agreements.
- **Term and Termination of the Agreement:** An important consideration subject to negotiation is the term or length of the associate employment agreement as well as the different bases for termination of the agreement. Associate employment agreements should give the practice the contractual right to terminate the agreement immediately "for cause." Generally, "for cause" occurrences include the associate's conviction of a felony; acts of dishonesty; the associate's breach of any terms and conditions of the agreement; or the suspension, limitation, revocation or non-renewal of the associate's license to practice veterinary medicine. Associate employment agreements should also provide either party with the ability to terminate the agreement "without cause" by providing advanced written notice. This is an important term for veterinary practices due to continuity of patient care concerns.
- **Restrictive Covenants:** While the viability of restrictive covenants is rapidly evolving, it still makes sense to include restrictive covenants, such as non-compete provisions, non-solicitation provisions, and non-disclosure of confidential information provisions in associate employment agreements. These covenants provide a measure of protection for practices since they impose contractual obligations on associates following the separation of their employment.
- **Arbitration:** Arbitration is a private dispute resolution forum for parties. It is an alternative to the litigation of disputes in court. From an employer's perspective, the benefits of arbitration include that the dispute is not in a public forum, the claims are not heard by a jury, and the process is generally more streamlined.
- **Professional Liability Insurance:** Whether the practice or associate is required to obtain and maintain professional liability insurance covering claims for the associate's negligence or failure to perform the required services is subject to negotiation and should be memorialized in the associate employment agreement. In addition, associate employment agreements should address whether the practice or the associate is responsible for "tail" coverage.

In summary, it is important to memorialize the terms and conditions of employment for associates in well-crafted and effective agreements. The associate employment agreement should be comprehensive and address the terms and conditions set forth above. Therefore, it is prudent for veterinary practices to consult with legal counsel regarding the negotiation of the terms and conditions of employment agreements for associate veterinarians.

**Our attorneys at the National Veterinary Law Group at Mandelbaum Barrett PC are here to answer any questions you may have.**

# Preparing for a Veterinary Practice Sale: Legal and Operational Considerations

For many veterinary practice owners, the decision to sell their practice represents one of the most significant milestones in their professional journey. Whether a sale is imminent or still several years away, early planning and proper legal preparation are key to ensuring a smooth transaction and maximizing the value of the business. This article outlines the essential legal, financial, and operational steps practice owners should take when preparing for a potential sale.



## Planning Ahead: Operate as if You're Always for Sale

While industry standards suggest that veterinary practice owners begin preparing for a sale at least five years in advance, a broader principle often cited in business is to operate your practice as though it is always ready for sale. This mindset encourages consistent attention to operational efficiency, financial transparency, and legal compliance—factors that not only facilitate an eventual sale but also enhance the practice's overall performance and long-term value.

## Tidy Up Your Entity Documents

First, confirm your practice's legal entity is in good standing with the state. Make sure your annual filings are up to date and that your records are complete. If you're a corporation, you should have your articles of incorporation, bylaws, stock certificates, and stock ledger on hand. For LLCs, be sure your certificate of formation and operating agreement are accessible.

Have a "doing business as" (DBA) name? Make sure it's properly registered and documented. If it's been decades since your practice was formed, these records may be buried—so start digging now.

For multi-owner practices, review any buy-sell or partnership agreements. These documents typically outline what must happen when someone wants to sell—think valuations, approvals, and restrictions. If you don't have one in place, now's the time to consider a contribution agreement, which outlines how liabilities and post-closing issues will be shared. Many corporate buyers expect one.

## Real Estate: Personal or Entity-Owned?

If your practice owns the building, consider placing it in an LLC (if it's not already) to protect your personal liability. After the sale, you'll likely lease the space to the buyer. Having an LLC as the landlord simplifies the landlord-tenant relationship. Check that your real estate entity is also in good standing.

## Clean Up Your Financials

A buyer wants reliable financial data. Work with your accountant to:

- Ensure all taxes are filed and paid
- Reconcile and clean up accounts receivable
- Remove uncollectible balances and clarify old client credits
- Old credits may be reimbursed by you at closing, so you want to be sure they're accurate.

You'll also want to prepare an "addback" schedule—expenses that are not necessary for the practice's operation. These include personal vehicles, family members on payroll, or one-time facility renovations. By identifying these, you help show the buyer the true profitability of your practice.

## Equipment & Maintenance

Take inventory of all leased or loaned equipment—oxygen tanks, printers, security systems, in-house lab analyzers, and more. Make sure maintenance agreements and warranties are up to date and available. Remove assets that are no longer in use from your books.

## Vehicles

If your practice owns vehicles (especially for ambulatory or farm visits), ensure titles are in the business's name and that they're properly insured under the business. If your personal car is registered under the practice, consider transferring it back to your name or flag it as an excluded asset in the sale.

## Insurance & Risk Management

Ensure your business has active and appropriate coverage: general liability, property, workers' comp, professional liability, and more. All veterinarians—employees and contractors—should be covered.

Ask your broker if your policies are claims-made or occurrence-based. If they're claims-made, you may need to purchase tail insurance to cover claims filed after the sale but related to events prior to closing.





## Licenses and Permits

Buyers will ask for proof that your practice is licensed and compliant. This includes:

- Radiation permits (for X-ray/dental)
- Medical waste registration
- Fire inspection approvals
- Certificate of occupancy

If you don't have these on hand, request copies now from your town or vendor.

## Employees & HR

Create a current employee census with roles, compensation, and benefits. Buyers often evaluate how competitive your compensation is and whether raises or adjustments are expected.

If you don't already have one, consider drafting or updating your employee handbook. Buyers may request this to ensure your HR practices comply with current laws.

Review contracts for your associate DVMs. Signed agreements—especially those with assignable non-compete clauses—can increase buyer confidence that key team members will stay post-sale.

## Vendor Contracts

Be cautious about signing new vendor agreements if a sale is on the horizon. Buyers don't have to assume your contracts, and many vendors impose steep penalties for early termination—especially in lab or equipment contracts. Before signing anything new, make sure it's cancelable without penalty or assignable to a buyer.

Now is also a good time to gather all current vendor contracts. You'll need to provide copies during due diligence. Typical contracts include:

- Lab services
- Credit card processing
- Medical waste and recycling
- Security and alarm systems
- Website maintenance and hosting
- HVAC and pest control services

Also, check for prepaid services or warranties that extend beyond closing. If you've paid upfront for something that benefits the buyer post-sale, you may be entitled to reimbursement. Likewise, if you've earned rebates that arrive after the sale, ensure those payments go to the seller.

Selling a veterinary practice requires thoughtful planning and thorough preparation across all aspects of the business. From entity compliance and financial accuracy to human resources and contractual obligations, every detail matters. A well-prepared practice not only enhances its appeal to potential buyers but also mitigates legal and operational risks that can derail a transaction.

Our National Veterinary Law Group regularly assists clients with the legal aspects of veterinary practice sales, including due diligence, deal structure, associate contracts, and regulatory compliance. If you are contemplating a sale or want to ensure your practice is positioned for future opportunities, we encourage you to **contact our team to schedule a confidential consultation.**





## Secure Your Clinic: A Guide to Veterinary Cybersecurity

Veterinary practices, like many small health care providers, have become increasingly reliant on digital systems to manage appointments, maintain patient records and handle billing. With this digitization comes greater exposure to cyber threats. A common misconception is that hackers target only large businesses. In reality, a small or mid-sized clinic is attractive to cybercriminals because it often lacks advanced digital defenses.

Understanding the evolving landscape, including the growing web of legal and regulatory obligations, is essential to protect your practice, clients and professional reputation.

Protect your practice and client data with proven strategies designed for veterinary cybersecurity success. These include:

- The Legal Framework
- What Kind of Data Is Protected?
- Clear and Present Danger
- It's Your Duty
- Where Do You Stand?
- Preparedness
- Insurance and Vendor Contracts
- Understanding Your Tech Stack

**[Click here to read the full article.](#)**

### “Just Vetting” with Peter Tanella, Esq. Interview Series

#### From Buyer to Boss – Dr. Ashley Staycheff’s Ownership Journey

In our latest episode, Peter sits down with Dr. Ashley Staycheff who shares her honest and inspiring journey through the highs, lows, and lessons of her first year as a veterinary practice owner. From navigating staffing challenges and financial surprises to celebrating her first big wins, Ashley gets candid about what it really takes to survive — and thrive — in that crucial first year.



#### “Just Vetting” with Peter Tanella Podcast Episode 2: Dr. Lynsey Rinelli on Exotics, Innovation, Leadership & Writing in Veterinary Medicine

In this inspiring episode of Just Vetting, host Peter Tanella, Esq. chats with the incredible Lynsey Victoria Rinelli, DVM — a Medical Director at VEG ER for Pets in New Jersey, exotic pet specialist, children’s author, inventor, and mom! From her love of exotics to launching a patent-pending medical device (Lynsey’s Pulse Ox) to writing the heartfelt children’s book Goodbye for Now — Dr. Rinelli proves that vets can do so much more than clinical work.



#### “Just Vetting” with Peter Tanella Episode 3: Dr. Victor Katz on Ownership and Transitioning a Practice

In the latest episode of “Just Vetting”, Peter Tanella, Esq. speaks with Dr. Victor Katz, owner of Muddy Branch Veterinary Center in Maryland, which he founded back in 1994. In 2023, Dr. Katz made the strategic decision to sell a percentage of his practice to his associate. Dr. Katz discusses what led to that transition, how he knew his associate was ready for ownership and how the partnership is going today.







## WHAT IS READY, VET, GO?

Ready, Vet, Go supports new veterinarians and veterinary practices with a revolutionary seven month guided mentorship experience that walks new graduates through the essential skills not covered in veterinary school. Our unrivaled veterinarian-led remote learning journey shapes new grads and early career vets into confident, capable, and curious professionals.

## 7 MODULES

- ✓ Mentee Skills Training
- ✓ Client Communication
- ✓ Time Management
- ✓ Practice Culture
- ✓ Specific Stressors
- ✓ Preventing Burnout
- ✓ Financial Wellness

- Seven-month cohort-based program
- Meet with a mentor live 3x per month
- Self-paced online learning platform
- Proven mentorship strategies
- Highly experienced mentors
- Build a community with other new vets
- RACE-approved for 12 hours CE!

More than **30%**  
of new veterinarians  
leave their first job  
within a year

### Benefits for new grads:

- Increase confidence
- Improve job satisfaction
- Enhance soft skills and self-care habits
- Relevant content with practical applications
- Create a sustainable and rewarding career
- Build supportive professional relationships

### Benefits for veterinary practices:

- Attract new associates with mentorship
- Reduce time spent onboarding and training new hires
- Increase associate retention
- More time to focus on business management and growth
- Increase practice production
- Improve staff cohesion and morale

**EVERY NEW VETERINARIAN FACES STRUGGLES AND DOUBTS. READY, VET, GO  
EQUIPS NEW VETS WITH THE SKILLS THEY NEED TO RISE ABOVE THE HURDLES.**



Dani Rabwin,  
DVM, Founder

Let Ready, Vet, Go Veterinary Mentorship put your new grad associates on the fast track to a long and rewarding career.

### Get in touch!

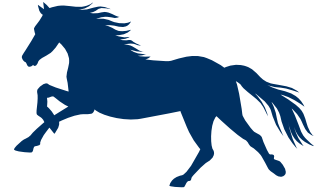
readyvetgo.co  
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**GARDEN STATE EQUINE**  
VETERINARY DENTISTRY

# Expert Equine Dental Care With A Personal Touch



At Garden State Equine Veterinary Dentistry, we provide expert equine dental care with a personal touch. Led by Dr. Amelie McAndrews, the only Board-Certified Equine Dentist™ in the Mid-Atlantic region, our team specializes in routine dentistry, oral exams, and radiographs. We travel to much of New Jersey for farm calls, while horses outside this area are referred to our clinic for advanced care. Working closely with your regular equine veterinarian, we ensure your horse receives the most advanced and effective dental treatment available.

Dr. Amelie McAndrews is one of just 22 Board Certified Equine Dentists™ in the United States. She is dedicated to staying at the forefront of her field by using minimally invasive techniques for oral surgery, resulting in better outcomes for horses facing dental challenges.

With her passion for educating others, she frequently speaks at veterinary conferences and shares her knowledge with equine veterinarians and veterinary students. Her expertise has earned her referrals from veterinarians across the region, with patients coming from hours away to benefit from her care.

At Garden State Equine Veterinary Dentistry, we offer a full range of services tailored to your horse's specific dental needs. Whether it's a routine dental exam and floating to maintain optimal oral health or a more complex case requiring oral surgery, Dr. McAndrews brings her expertise and exceptional care to every patient.

## **Routine Equine Dental Care**

Annual or biannual oral exams and floating ensure your horse's teeth remain in working condition, allowing for proper chewing and digestion. A healthy, pain-free mouth also helps keep your horse performing at the top of their game.

## **Referral Cases**

We specialize in diagnosing and treating equine dental disease and providing expert tooth extractions. Horses are referred to our clinic from across New Jersey, eastern Pennsylvania, New York, Maryland and Delaware with many traveling several hours to receive the level of care only Dr. McAndrews can offer.

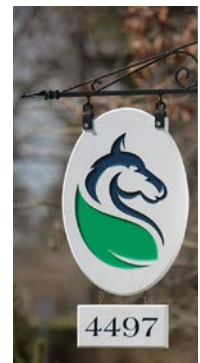
## **Periodontics**

To help combat periodontal disease, we can perform a variety of treatments, including odontoplasty and temporary fillings, that are designed to repair diastemata and promote gingival healing.



**GARDEN STATE EQUINE**  
VETERINARY DENTISTRY

**Garden State Equine Veterinary Dentistry**  
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# CONGRATS!

Please join us in congratulating our partner, **Peter Tanella, Esq.**, as he begins his tenure today, July 1<sup>st</sup>, as Chair of the Board of Directors of the **Metropolitan YMCA of the Oranges**, the largest association of YMCAs in the State of New Jersey.

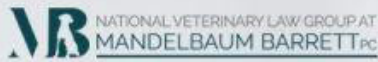
Peter has proudly served on the Board for the past six years, and this new role reflects his continued commitment to giving back and strengthening the community. The Metropolitan YMCA of the Oranges brings together community members of all backgrounds with a shared mission: nurturing the potential of kids, promoting healthy living, and fostering a sense of social responsibility. Through vital programs like child care, summer camps, wellness, aquatics, and before- and after-school care, the Y enriches the lives of thousands of children, families, and individuals every year — and ensures that no one is ever turned away because they can't afford to participate.

*At our firm, we believe that lasting positive change comes when we work side-by-side with our neighbors. That's why we're honored to support Peter in this leadership role and the Y's mission to build stronger, healthier communities for all.*

To learn more about the Metropolitan YMCA of the Oranges or to contribute to this year's Annual Campaign, [CLICK HERE.](#)



# THANK YOU



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## Testimonial



After 10+ years of working with Peter Tanella and his associates, I can confidently say they are the definitive experts for all medical business legal needs. Whether it's doctor employment contracts, formation/dissolution of entities, or just advice on handling employees, Peter has you covered. I can sleep well at night knowing that I'll never be in a legal bind - because everything was done right the first time, every time. Big shoutout to his associates Maria Groeneveld and Brent Pohlman, who are just as thorough and experienced as Peter Tanella himself. If you own a medical business, just call Peter!

*Dr. Cory Waxman*

[Click Here To Leave a Review!](#)

Google  
Reviews ★★★★★

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## Google Review



Peter Tanella and Brent Pohlman have a great combination of broad legal expertise and specific knowledge of the veterinary sector. They gave good, practical advice and made me feel genuinely supported.

*- Peter Chapman, DVM*



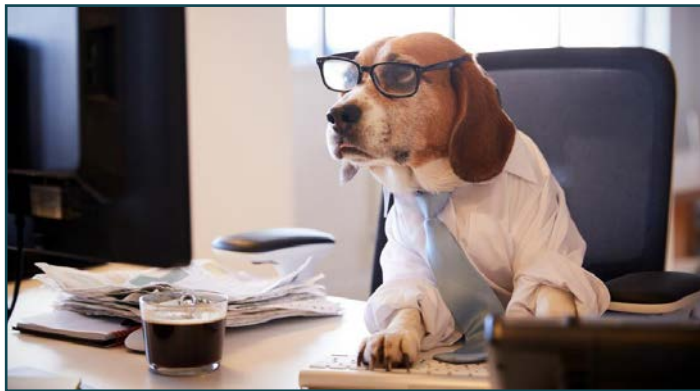


## “We want to hear from you”

Please let us know veterinary law “hot topics” you would like you to hear more about.



[veterinarylaw@mblawfirm.com](mailto:veterinarylaw@mblawfirm.com)



## Our Veterinary Law Blog

Our Veterinary Law Blog has a number of resources to help you manage and grow your practice. Recent articles cover management services organizations, malpractice liability, tips on staying independent and maximizing profits, and much more.

[Visit our Website!](#)



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