

**STATE OF MINNESOTA**  
**BOARD OF VETERINARY MEDICINE**

In the Matter of  
Thomas John Murphy, *Unlicensed*

**CONSENT CEASE AND DESIST ORDER**

TO: Thomas John Murphy ("Respondent"), 10929 Third Street NW, Killdeer, North Dakota 58640.

Minnesota law prohibits individuals from performing equine teeth floating services in Minnesota unless they are either a licensed veterinarian or are authorized or exempt under Minnesota Statutes section 156.075, subdivision 2 (emphasis added), which provides:

(a) A person may perform equine teeth floating services after submitting to the board the following:

(1) proof of current certification from the International Association of Equine Dentistry or other professional equine dentistry association as determined by the board; and

(2) a written statement signed by a supervising veterinarian experienced in large animal medicine that the applicant will be under direct or indirect supervision of the veterinarian when floating equine teeth.

(b) The board must waive the requirement in paragraph (a), clause (1), and allow a person to perform equine teeth floating services if the person provides satisfactory evidence of being actively engaged in equine teeth floating for at least ten of the past 15 years and has generated at least \$5,000 annually in personal income from this activity.

Equine teeth floating is defined in Minnesota Statutes section 156.075, subdivision 1, as follows:

(1) removal of enamel points from teeth with handheld, nonmotorized, non-air-powered files or rasps;

(2) reestablishing normal molar table angles and freeing up lateral excursion and other normal movements of the mandible;

(3) shaping the lingual aspect of the lower arcades and the buccal aspect of the upper arcades to a rounded smooth surface; and

(4) removing points from the buccal aspect of the upper arcade and the lingual aspect of the lower arcade.

Minnesota law prohibits any person from practicing veterinary medicine without having first secured a veterinary license or temporary permit, as provided in Minnesota Statutes chapter 156.

Minnesota Statutes section 156.12, subdivision 1, defines the practice of veterinary medicine as follows:

The practice of veterinary medicine, as used in this chapter, shall mean the diagnosis, treatment, correction, relief, or prevention of animal disease, deformity, defect, injury, or other physical or mental conditions; the performance of obstetrical procedure for animals, including the determination of pregnancy and correction of sterility or infertility; and the rendering of advice or recommendations with regard to any of the above. The practice of veterinary medicine shall include but not be limited to the prescription or administration of any drug, medicine, biologic, apparatus, application, anesthetic, or other therapeutic or diagnostic substance or technique.

Pursuant to the above-referenced statutes, the Minnesota Board of Veterinary Medicine (“Board”), by its Complaint Review Committee (“Committee”), has determined as follows:

1. Respondent has never been licensed to practice veterinary medicine in the State of Minnesota.

2. Respondent has been performing equine dentistry procedures in Minnesota since 2004. Respondent has also advertised his equine dentistry services on the Internet, listing the title of “CEqD” (certified equine dentist) after his name.

3. Respondent has never been certified by the International Academy of Equine Dentistry (“IAED”) or the Academy of Equine Dentistry (“AED”) to perform equine dentistry.

4. Respondent has completed approximately 400 hours of education in equine dentistry from the Texas Institute of Equine Dentistry. However, Respondent has never

contacted the Board to obtain approval of the Texas Institute of Equine Dentistry for purposes of Minnesota Statutes section 156.075, subdivision 2(a)(1).

5. Respondent's equine dentistry practice has been indirectly supervised by John Douglas Rowe, D.V.M. Dr. Rowe is licensed to practice veterinary medicine in North Dakota, but is not licensed in Minnesota. Moreover, Respondent has never submitted to the Board a written statement signed by Dr. Rowe for purposes of Minnesota Statutes section 156.075, subdivision 2(a)(2).

6. Respondent has utilized intravenous Xylazine and Detomidine for sedation prior to performing equine dentistry procedures in Minnesota.

7. Respondent has used both hand and power instruments when performing equine dentistry procedures in Minnesota.

8. Respondent has performed extractions of wolf and baby teeth in Minnesota.

9. Respondent has examined geldings for ear mites and "beans" (hardened balls of smegma that can form inside the sheath or urethra) in Minnesota.

10. The Committee alleges that the conduct described above constitutes the performance of equine teeth floating services and Respondent has engaged in or threatened to engage in equine teeth floating in Minnesota without authorization, in violation of Minnesota Statutes section 156.075, and he should therefore be ordered to cease and desist from violating this statute.

11. The Committee alleges that the conduct described above constitutes the practice of veterinary medicine and Respondent has engaged in or threatened to engage in the practice of veterinary medicine in Minnesota without a license, in violation of Minnesota Statutes section 156.10, and he should therefore be ordered to cease and desist from violating this statute.

12. Respondent acknowledges that he has been advised of his rights to a hearing in this matter, to present argument to the Board or court, and to appeal from any adverse determination after a hearing or trial, and Respondent waives those rights. Respondent further acknowledges that he has been advised of his right to be represented by legal counsel and has waived that right.

13. Respondent agrees to informal disposition of this matter without a hearing as provided under Minnesota Statutes section 14.59 and Minnesota Rules 1400.5900.

14. Respondent further agrees that if he violates this Consent Cease and Desist Order, the Board is authorized to impose a civil penalty against him of up to \$1,000 per violation, which is determined on a per head basis, in addition to any other remedies provided by law. Before imposing such a penalty, the Committee shall provide Respondent with notice of the alleged violations and shall further provide Respondent 30 days during which he may request a hearing at the Minnesota Office of Administrative Hearings to challenge the allegations.

15. Respondent understands that this Consent Cease and Desist Order is classified as a public document in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

#### **ORDER**

NOW, THEREFORE, IT IS HEREBY ORDERED, pursuant to Minnesota Statutes section 156.15, that Respondent shall cease and desist from engaging in any conduct in the State of Minnesota, for any individual or entity located in the State of Minnesota, that constitutes the performance of equine teeth floating services and/or the practice of veterinary medicine as defined by Minnesota Statutes chapter 156.

IT IS FURTHER ORDERED that if Respondent violates this Consent Cease and Desist Order, the Board shall be authorized to impose a civil penalty of up to \$1000 per violation in addition to any other remedies provided by law.

IT IS FURTHER ORDERED that this Consent Cease and Desist Order shall remain in effect until such time as it is modified or vacated by the Board.

This Order shall be effective upon signature on behalf of the Board.

Dated: September 21, 2011

BOARD OF VETERINARY MEDICINE

By:   
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JOHN KING, D.V.M.  
Executive Director

**CONSENT TO ENTRY OF ORDER**

The undersigned, Thomas Murphy, states that he has read this Consent Cease and Desist Order; that he knows and fully understands its contents and effect; that he has been advised of his right to a hearing; that he has been advised of his right to be represented by legal counsel; and that he consents to entry of this Consent Cease and Desist Order by the Minnesota Board of Veterinary Medicine. This Consent Cease and Desist Order constitutes the entire settlement agreement between the parties, there being no other promises or agreements, either expressed or implied.

  
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THOMAS JOHN MURPHY  
Respondent

Dated: 9-11-11