



Jeff Landry
Governor

State of Louisiana
Department of Health and Hospitals

Charlotte F. Martin, M.P.A.
Executive Director

Louisiana Physical Therapy Board

IN THE MATTER OF

JOSHUA LEBERT, PT

LICENSE NO. 09073R

NUMBER: 2024-I-031

VOLUNTARY SURRENDER OF LICENSE

WHEREAS, JOSHUA LEBERT (“Mr. LeBert” or “Respondent”) is a Physical Therapist (“PT”), as evidenced by License No. 09073R, and is subject to the jurisdiction and the Rules and Regulations of the Louisiana Physical Therapy Practice Act (La. R.S. 37:2401, et seq.), and the Rules and Regulations of the Louisiana Physical Therapy Board (“LPTB” or “Board”) (LAC 46:LIV §103, et seq.), and enters in the following agreement relative to Complaint No. 2024-1031;

WHEREAS, the LPTB presents the following facts as the basis for the Voluntary Surrender of License:

1. Respondent received his physical therapy license, as evidenced by PT License Number 09073R, on or about May 21, 2015.
2. Respondent was previously employed as a physical therapist by SWLA Sports & Rehab Center (“SWLA”) in Lake Charles, Louisiana.
3. On November 20, 2024, the Board received a confidential complaint alleging that a patient of Respondent at SWLA (“the patient”), was involved in a sexual relationship with Respondent.
4. At the time that the patient began treatment with Respondent, the patient was a seventeen-year-old in her senior year in high school. She turned 18 years old in February 2024.

5. In February 2024, Respondent asked the patient to add him as a friend on Snapchat. After she did so, he purchased Snapchat plus for her.
6. On November 18, 2024, Respondent's employer learned of the sexual relationship between Respondent and the patient. Respondent was immediately terminated by SWLA.
7. On November 25, 2024, the Board issued a subpoena to SWLA seeking the complete physical therapy treatment file for the patient, as well as the personnel records for Respondent.
8. The patient's treatment records from SWLA indicated that she was initially treated on February 26, 2024, and treated with Respondent for a total of 26 sessions, with the last session occurring on April 30, 2024. The April 30, 2024, treatment note for the patient indicated that she had not reached her objective target goals from the treatment plan. The "plan" section of the note stated: "continue the plan of care established for this patient in the initial evaluation." The records do not contain any indication that the patient was discharged from Respondent's care after the April 30, 2024, appointment.
9. Investigator of the Board, Ms. Sarah Barrow ("Investigator"), through interviews with witnesses and reviewing evidence collected, also learned the following:
 - a. Respondent began treating the patient in late December 2023, well before the dates shown in February 2024 SWLA records.
 - b. In September 2024, the patient was intoxicated, had been throwing up and was in and out of consciousness. Respondent pretended to be on the phone with the patient's father to make the patient's friends more comfortable with him being there and taking care of the patient. Respondent told the patient's friends that he was taking the patient to her parents who were in town for a football game; however, he actually took the patient to a hotel room for the night.
 - c. Respondent frequently told the patient that she could not tell others about their relationship because he would lose everything, isolating the patient from her friends and family.
 - d. On a recorded line on November 15, 2024, Respondent stated that he could lose his license if information about his relationship with the patient was exposed.
10. By correspondence dated December 4, 2024, Respondent was sent a notice letter advising him of the allegations contained in the complaint and that he failed to update his employment information with the Board office, and requesting that he provide a response to the complaint by December 16, 2024. Respondent engaged an attorney, who requested an extension of time to respond to the allegations, which was granted.
11. On December 20, 2024, Respondent provided his response to the allegations contained in the initial notice letter.

12. On January 2, 2025, a notice letter was sent to Respondent scheduling an Informal Conference (Bertucci Hearing) for January 15, 2025.
13. On January 15, 2025, the Informal Conference with Respondent and the Board's Investigative Committee took place. At the time of the informal conference, Respondent was still in a relationship with the patient and provided a "burner phone" to her so that they could remain in contact without the knowledge of her parents, who were monitoring her phone usage as a result of their relationship.
14. After the informal conference, the Investigative Committee of the board received additional information, including evidence that supported the following:
 - a. Respondent recorded a part of the medical chart of two physical therapy patients that included identifiable information. This video is believed to have been transmitted through Snapchat, which is not HIPAA compliant, and shared with a non-covered entity.
 - b. Respondent provided alcohol to the patient on multiple occasions, who was a minor at the time, both inside and outside of the physical therapy clinic.
 - c. Respondent drank alcohol while driving and drove impaired while patient was in the vehicle.
 - d. Respondent advised the patient of how to respond in a misleading and untruthful way to the allegations against Respondent.
15. On January 30, 2025, an Interim Consent Agreement was approved by the Board wherein Respondent agreed to a suspension of his license pending further proceedings before the Board, until the parties either reach an agreed upon resolution of the case through a Consent Agreement and Order, or the Board renders a ruling (Findings of Fact and Conclusions of Law) after an administrative hearing, and all appeals of that ruling are exhausted. The suspension was effective as of December 27, 2024, at 5:00 p.m., which was the last date that Respondent worked as a physical therapist in Louisiana.
16. On February 17, 2025, a second notice letter was sent to Respondent, which included factual allegations including, amongst other allegations related to the facts found herein, that Respondent routinely provided physical therapy services to high school athletes without creating treatment notes for the physical therapy services provided.
17. The February 17, 2025 notice letter scheduled a second Informal Conference for March 11, 2025, to allow Respondent to address the additional factual allegations and violations of law and Board rules set forth in the notice. Although Respondent initially requested a second informal conference, by email dated February 25, 2025, counsel for Respondent withdrew that request.
18. On March 31, 2025, a third notice letter was sent to Respondent stating that Respondent could request another Informal Conference to address the additional allegations and

violations cited in the letter. Respondent did not request an additional Informal Conference to address the additional allegations contained in the second and third notice letters.

19. A fourth notice letter was sent to Respondent on July 16, 2025. Therein he was provided with notice of additional factual allegations as well as additional violations of Board law and rules. Therein Respondent was offered the opportunity for an additional Informal Conference prior to the hearing of the matter.

WHEREAS, Respondent, Mr. LeBert, does not fully admit to the allegations of fact, Mr. LeBert, through counsel, has communicated his desire to voluntarily surrender his PT license in lieu of further disciplinary proceedings;

WHEREAS, Respondent, Mr. LeBert, acknowledges that the following will result due to his voluntary surrender of his license with the LPTB:

1. A report of this Voluntary Surrender of License and the conditions under which the license was surrendered shall be submitted to the National Practitioners Data Bank ("NPDB").
2. Public notification of this Voluntary Surrender of License by posting a copy of this Voluntary Surrender of License on the LPTB website.
3. Within six months of seeking reinstatement with the LPTB, Mr. LeBert must submit to a Fit for Duty evaluation by an evaluator to be determined by the LPTB to determine if he is capable of safely returning to the practice of physical therapy with reasonable skill and safety to the public and must comply with any recommendations made by the evaluator.
4. A three (3) year waiting period before Mr. LeBert will be eligible to apply for licensure with the LPTB.
5. Prior to the grant of licensure by the LPTB, a hearing shall be held by the LPTB to afford Mr. LeBert an opportunity to present evidence that he is fit to practice as a Physical Therapist in Louisiana. After such hearing, the LPTB may deny or grant licensure, require the completion of a specific program or remedial education approved by the Board, and/or require monitoring of Mr. LeBert's practice as specified by the Board.
6. Respondent shall pay the Board the sum of \$23,685.30 in partial reimbursement for legal and administrative expenses incurred in this matter. Failure to reimburse associated fees will require the Board to take further action in collection of this debt.

Respondent has thirty-six (36) months to reimburse the total expenses, with \$7,895.10 being due on or before November 1, 2026, \$7,895.10 being due on or before November 1, 2027, and \$7,895.10 being due on or before November 1, 2028. After each date stated herein, the amount of the unpaid past due debt will be considered final and transferred to the Louisiana Office of Debt Recovery (ODR). After transfer, the debt is subject to an additional collection fee of up to twenty-five percent (25%) of the total debt liability, as provided for in La. R.S. 46:1676(E).

WHEREAS, Mr. LeBert acknowledges that he has had the opportunity to thoroughly review the content of this Voluntary Surrender of License and that he is informed of and understands his rights to due process in connection with administrative charges, and that prior to final disciplinary action against his license, he would be entitled to have notice of a hearing on the allegations and charges asserted against him through the filing of an Administrative Complaint, and to have an administrative adjudication of such charges, at which time Mr. LeBert would be entitled to be represented by legal counsel, to call witnesses and to present evidence on his own behalf in defense or in mitigation of the charges made, and to a decision thereon by the Board based upon written findings of fact and conclusions of law pursuant to La. R.S. 49:950, *et seq.*;

WHEREAS, Notwithstanding his right to an administrative hearing and a decision thereon as provided by La. R.S. 49:975, *et seq.*, in recognition of the stipulations set forth above and for the final disposition of this administrative action, Mr. LeBert, nonetheless, waives his right to formal adjudication and voluntarily surrenders to the Board his license to practice as a physical therapist in the state of Louisiana as evidenced by License No. 09073R. Mr. LeBert also hereby authorizes a member of the Investigative Committee or the Board attorney to present this Voluntary Surrender of License to the LTPB for its consideration, and to fully disclose to and discuss with the Board the nature and results of the investigation, and he waives any objection to such disclosures under La. R.S. 49:950, *et seq.*;

WHEREAS, Mr. LeBert acknowledges, stipulates and agrees that the voluntary surrender of his license in lieu of an administrative action shall have, and shall be deemed by the Board to have the same effect as if the Board had entered an order of revocation upon the conclusion of formal administrative proceedings. Mr. LeBert further acknowledges, stipulates and agrees that as a result of the voluntary surrender of license, he shall not have any right or entitlement to reinstate or renew his license to practice as a physical therapist in the state of Louisiana. Respondent may request reinstatement in accordance with the LPTB's Rules;

WHEREAS, by the voluntary surrender of his license in lieu of disciplinary action, Mr. LeBert, moreover, acknowledges, stipulates, and agrees that he waives any right to which he may be entitled pursuant to the Louisiana Administrative Procedure Act or which otherwise may be afforded to him by law, to contest his agreement to, or the force and effect of this document in any Court related to the matters referred to herein;

WHEREAS, Mr. LeBert stipulates to the following:

1. Respondent shall comply with La R.S. 37:2415(B) and notify the Executive Director of the Board in writing and prior to a change of residence to another country, state, or jurisdiction.
2. Respondent shall have reliable access to a computer, internet, and telephone. In accordance with Board Rule §385, Respondent shall provide to the Executive Director his preferred telephone number and/or email address in writing for expedited communications regarding compliance with this Voluntary Surrender of License within forty-eight (48) hours of signing the Voluntary Surrender of License. Respondent shall reply to Board emails and telephone calls within four (4) hours of such communication. Respondent shall notify the Executive Director in writing of any change to his preferred telephone number and/or email address immediately upon such change.
3. Respondent authorizes the Investigating Board Member and legal counsel assisting the Investigating Board Member to present this Voluntary Surrender of License to the full Board for its consideration and to fully disclose and discuss with the Board the nature and results of the investigation. Respondent waives any objection to such disclosures under La. R.S. 49:977.2 and expressly acknowledges that the disclosure of such information to the

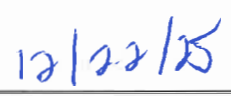
Board shall be without prejudice to the Investigative Board Member's authority to proceed with prosecution of the Administrative Complaint against him, or to the Board's capacity, as currently comprised, or any future composition of the Board, to adjudicate such Complaint, should the Board decline to approve this Voluntary Surrender of License. Should the Board decline to approve this Voluntary Surrender of License, Respondent retains all rights to due process including, but not limited to, his right to have notice of any allegations or charges against him, to administrative adjudication of such allegations or charges, and to a subsequent final decision rendered upon written findings of fact and conclusions of law.

4. Respondent acknowledges that presentation to and consideration by the Board of this Voluntary Surrender of License, including presented documentary evidence and information, shall not unfairly or illegally prejudice or preclude the Board, or any of its members, as the Board is currently constituted, or any future appointments to the Board, from further participation in hearings or resolution to these proceedings.
5. Respondent acknowledges that this Voluntary Surrender of License becomes effective only upon signature by the Board Chair; and
6. Respondent acknowledges that all communication(s) regarding compliance with and/or fulfillment of the requirements of this Voluntary Surrender of License shall be in writing between Respondent and the Board Executive Director. No verbal communication(s) shall be considered proof of compliance or commitment. Respondent acknowledges that it is the responsibility of the Respondent to fully comply with the Voluntary Surrender of License and proactively communicate with the Board Executive Director.

WHEREAS, Mr. LeBert acknowledges that he has had the opportunity to seek the advice and guidance of legal counsel with respect to this Stipulation;

WHEREAS, based upon the above, Mr. LeBert surrenders his license held with the LPTB, particularly No. 09073R.


JOSHUA LEBERT

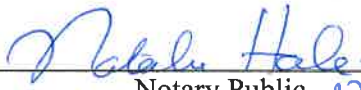

Date

I, **JOSHUA LEBERT**, have read the Voluntary Surrender of License, understand it, and agree to be bound by its terms and conditions.

DATED: 12/22/25


JOSHUA LEBERT

SUBSCRIBED AND SWORN TO before me this 22nd day of December, 2025,
at Lake Charles, Louisiana.


Notary Public #35007

Printed Name: Natalie Hale

My Commission Expires: Death

ORDER

The Louisiana Physical Therapy Board, represented herein by its Chair, having examined the Voluntary Surrender of License, Case No. 2024-I-004, accepts the Voluntary Surrender of License in this matter on this 21 day of January, ²⁰²⁶~~2025~~. Accordingly, the Board orders as follows:

1. A report of this Voluntary Surrender of License and the conditions under which the license was surrendered shall be submitted to the National Practitioners Data Bank ("NPDB").
2. Public notification of this Voluntary Surrender of License by posting a copy of this Voluntary Surrender of License on the LPTB website.
3. Within six months of seeking reinstatement with the LPTB, Mr. LeBert must submit to a Fit for Duty evaluation by an evaluator to be determined by the LPTB to determine if he is capable of safely returning to the practice of physical therapy with reasonable skill and safety to the public and must comply with any recommendations made by the evaluator.
4. A three (3) year waiting period before Mr. LeBert will be eligible to apply for licensure with the LPTB.
5. Prior to the grant of licensure by the LPTB, a hearing shall be held by the LPTB to afford Mr. LeBert an opportunity to present evidence that he is fit to practice as a Physical Therapist in Louisiana. After such hearing, the LPTB may deny or grant licensure, require the completion of a specific program or remedial education approved by the Board, and/or require monitoring of Mr. LeBert's practice as specified by the Board.
6. Respondent shall pay the Board the sum of \$23,685.30 in partial reimbursement for legal and administrative expenses incurred in this matter. Failure to reimburse associated fees will require the Board to take further action in collection of this debt. Respondent has thirty-six (36) months to reimburse the expenses, with \$7,895.10 being due on or before November 1, 2026, \$7,895.10 being due on or before November 1, 2027, and \$7,895.10 being due on or before November 1, 2028. After each date stated herein, the amount of the unpaid past due debt will be considered final and transferred to the Louisiana Office of Debt Recovery (ODR). After transfer, the debt is subject to an additional collection fee of up to twenty-five percent (25%) of the total debt liability, as provided for in La. R.S. 46:1676(E).



Danny Lewy, PT
Chairman