

THE DUNN TRIFECTA

3 DISMISSALS

West Virginia- Bailey & Wyant

Congratulations to Mr. Dunn for obtaining 3 dismissals this month. If you know what a sport's enthusiast Abbie is, you could call it the "Dunn Trifecta" or perhaps the "Dunn Triple-Play".

The Board of Veterinary Medicine dismissed a case filed against Mr. Dunn's client alleging that the client deviated from the standard of care in the dosage of a particular medication and failure to properly identify and treat the alleged symptoms of medication toxicity. The Board determined there was no deviation of the standard of care in the treatment.

In a second matter, the Board of Veterinary Medicine dismissed a complaint filed against Mr. Dunn's veterinarian client finding no evidence of the deviation of the standard of care. The pet owner had presented a dog to the ER and then to his client with significant bleeding from the mouth and other symptoms, including a possible seizure. The Complaint alleged that the veterinarian did not accurately assess the pet's presentation, symptoms and the diagnostics. The owner further alleged that the veterinarian performed diagnostics, treatments, and assessments that were not necessary and then asserted that had the dog received the treatment plan presented the dog would have died.

The Board of Veterinary Medicine did not find support for any of the pet owner's allegations of misconduct and dismissed the case without a hearing.

In the third matter, Mr. Dunn, represented a real estate broker and agent who represented both the buyer and seller in a residential sales transaction wherein the seller agreed to owner-finance the purchase. The Realtor prepared a Sales Contract for both parties. After the purchase was consummated and the Plaintiffs/buyers took possession of the property, the seller failed to satisfy one or more liens on the property and the property was repossessed by a lender with a valid lien.

Plaintiffs' sued the Broker and Realtor for engaging in the unauthorized practice of law and negligence in the drafting of the Sales Contract. After written discovery was conducted, Mr. Dunn was able to convince Plaintiffs' counsel to voluntarily dismiss the Complaint against the Broker and Realtor after he had presented the argument that there was no recognized cause of action for the unauthorized practice of law in WV, and that the parties to the sales agreement had executed a waiver releasing the Broker and Realtor for all liability associated with the drafting of the agreement and acknowledging the right to have the agreement reviewed by an attorney.

FEATURED ATTORNEY(S):



Albert Dunn, Jr.

304.345.4222
adunn@baileywyant.com