

14-0664

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IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

E.H., et al,
Plaintiffs,

v.

MATIN, et al,
Defendants.

Civil Action No. 81-MISC-585
Judge Louis H. Bloom

2014 JUN -3 AM 9:34
KAWHA COUNTY CIRCUIT COURT
FILED

ORDER

On April 24 and 29, 2014, the Petitioners and the Respondents appeared for an evidentiary hearing to address issues of under-staffing and patient care at Mildred Mitchell Bateman Hospital (Bateman) and William R. Sharpe, Jr., Hospital (Sharpe) (collectively, the Hospitals). Specifically, the Court received evidence on the high number of staff vacancies at both hospitals, the Respondent's reliance on mandatory overtime, the hiring of temporary and contract workers to fill staff vacancies, and the effect of the staffing problems on patient care. The Court additionally heard evidence on the Respondents' failure to work with the Division of Personnel to offer competitive wages as a means to recruit and retain full-time employees. Finally, the Court received evidence on the Respondents' continued failure to implement the terms of this Court's 2009 *Agreed Order* with regard to pay-increases for certain direct care classifications. After reviewing the evidence presented, the Court finds and concludes as follows:

FINDINGS OF FACT

Staffing Vacancies

1. Bateman and Sharpe each have a significant number of on-going staffing vacancies in direct care positions, which include Health Service Trainees, Health Service

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Workers, Health Service Assistants, Licensed Practical Nurses (LPNs), and Registered Nurses (RNs).

2. Reports generated by the Respondents established that, in the months of February and March 2014, there were an average of forty-eight (48) vacant positions at Sharpe and forty-four (41) vacant positions at Bateman.¹

3. Bateman Chief Executive Officer (CEO), Craig Richards, testified that Bateman is "habitually short of staff" and has been so for a "number of years."²

4. At Sharpe, the vast majority of the vacancies are in positions that provide direct care to patients. For example, for the first three weeks of March 2014, twenty-one (21) of the forty-eight (48) vacant positions at Sharpe were Health Service Trainee/Worker/Assistant positions, five (5) were LPN positions, and twelve (12) were RN positions. Thus, of the forty-eight (48) vacancies, thirty-eight (38) vacancies were in positions that provide direct care to hospital patients. Notably, five (5) of the remaining ten (10) vacant positions were for psychologists, a pharmacist and an EKG/EEG Technician; while these positions are not designated as "direct care positions" by the Respondents, the nature of these positions is such that the vacancies would also directly affect the care of patients.³

Mandatory Overtime

5. The Respondents consistently require large amounts of mandatory overtime from direct care employees at Sharpe and Bateman.⁴ The Bureau of Behavioral Health and Health

¹ Pet. Ex. 11.

² Hr'g Tr. 33:22-24, 34:1-2, Apr. 24 and 29, 2014.

³ *Id.*

⁴ Pet. Ex. 16.

Facilities (BHHF) Commissioner, Victoria Jones, testified that the use of overtime at Bateman and Sharpe is significant, routine, and consistent.⁵

6. Charts generated by the Respondents indicate that direct care employees at Sharpe were required to work 664.75 hours of mandatory overtime during the week of February 23 to March 2, 2014, and 558 hours of mandatory overtime during the week of March 9 to March 16, 2014.⁶ During those same two weeks at Bateman, direct care employees were required to work 273 hours and 218 hours of mandatory overtime, respectively.⁷ Notably, employees also worked large numbers of voluntary overtime hours during these weeks as well.⁸

7. Sharpe Health Services Assistant, Jamie Beaton, testified that hospital employees are required to work large amounts of overtime, which can be either voluntary or mandatory.⁹ If a worker refuses to work assigned mandatory overtime, it is considered a basis for termination.¹⁰ Employees who do not “volunteer” for overtime have their overtime hours assigned to them; employees who “volunteer” for overtime hours, while still required to work overtime, are able to retain some control over their schedule.¹¹

8. Direct care employees are sometimes required to work twelve to sixteen hour shifts, two to three days in a row.¹²

9. A report generated by Sharpe Hospital titled *Present and Future Staffing Needs* states, in its *Executive Summary*, that “mandatory and voluntary overtime is being used to meet

⁵ Hr’g Tr. 228:3–12.

⁶ Pet. Ex. 16.

⁷ *Id.*

⁸ *Id.*

⁹ Hr’g Tr. 13:1–4.

¹⁰ Hr’g Tr. 13:13–18.

¹¹ Hr’g Tr. 13:4–12.

¹² Hr’g Tr. 12:1–6, 13:19–24.

the acuity levels on the patients' units. The use of mandatory and voluntary overtime is causing turn-over and morale issues."¹³

Temporary Employees and Contract Workers

10. Rather than hiring additional full-time employees, the Respondents employ large numbers of temporary employees and contract workers to fill the vacancies at Sharpe and Bateman.

11. The Respondents hire temporary employees to work a set number of hours (either 720 or 1000) within a one year period.¹⁴ Temporary employees are required to work overtime; thus, a temporary employee typically works between three and five months at one of the Hospitals.¹⁵ Of those three to five months, approximately one month is spent in training.¹⁶

12. The Respondents hire contract workers through contract agencies for periods of thirteen weeks at a time, although the period can be extended if the contract worker agrees to stay for another thirteen weeks.¹⁷ Contract workers also spend approximately one month of their three month commitment in training.¹⁸

13. The Respondents pay out-of-state contracting agencies millions of dollars per year to employ contract workers.¹⁹ On average, the Respondents pay \$53.27 an hour per contract RN, \$37.73 an hour per contract LPN, and \$39.00 an hour per contract Health Service Worker.²⁰ These amounts are significantly greater than the Respondents' expenditures on fulltime employees in the same positions, even when benefits are included in the calculation.²¹ For

¹³ Pet. Ex. 21.

¹⁴ Hr'g Tr. 40:2-6.

¹⁵ Hr'g Tr. 40:7-16.

¹⁶ Hr'g Tr. 41:6-24, 42:1.

¹⁷ Hr'g Tr. 40:20-24.

¹⁸ Hr'g Tr. 41:6-24, 42:1.

¹⁹ Pet. Ex. 15.

²⁰ *Id.*

²¹ Pet. Exs. 13 & 14.

example, a Health Service Worker making \$22,992 annually, which barely exceeds the average salary for a Health Service Worker employed at Sharpe Hospital,²² costs the Respondents a total of \$15.71 per hour, benefits included.²³ Similarly, an LPN making \$31,284, very close to the average salary for LPNs employed by the Respondents, costs the department a total of \$21.18 per hour, benefits included.²⁴ Thus, the Respondents pay significantly more per contract employee than per fulltime employee.

Failure to Offer Competitive Wages

14. The Respondents' inability to recruit and retain employees, particularly for direct care positions, is caused by their failure to offer competitive salaries.

15. The base starting annual salaries for the categories of direct care workers at the Hospitals are as follows:

	<u>Annual</u>	<u>Hourly</u>
Health Service Trainee:	\$18,552	\$8.92
Health Service Worker:	\$19,488	\$9.37
Health Service Assistant:	\$20,472	\$9.84
Licensed Practical Nurse:	\$25,804	\$12.40
Registered Nurse 1:	\$34,248	\$16.47
Registered Nurse 2:	\$36,312	\$17.46
Registered Nurse 3:	\$40,542	\$19.49
Registered Nurse 4:	\$45,812	\$22.03 ²⁵

In addition, full time employees are offered benefits that include health care, paid leave, and retirement, which amount to approximately 40% of the employees' salary.²⁶

16. More often than not, the Respondents hire employees at or very near the base salary.²⁷ While an employee's starting salary may be increased incrementally based on prior experience, the Respondents have implemented an internal policy that a new employee's starting

²² Pet. Ex. 18.

²³ Pet. Ex. 13.

²⁴ *Id.*

²⁵ Pet. Exs. 3, 4, 13, 14.

²⁶ Hr'g Tr. 217:6; Pet. Ex. 14.

²⁷ Pet. Exs. 13 & 14.

salary may never be more than the average salary of other employees in the same position, regardless of the number of years of experience.²⁸ Consequently, starting salaries for direct care workers are not competitive, which significantly hinders the recruitment of fulltime staff.²⁹

17. Furthermore, direct care workers hired by the Respondents do not receive raises, regardless of years of service, unless the Legislature and Governor issue an across-the-board pay raise for all employees.³⁰ The Respondents' failure to provide periodic raises or salary increases to direct care employees results in those positions being non-competitive and vacant.³¹

18. Cabell Huntington Hospital, a market competitor to Bateman, pays its similar classes of employees significantly higher starting salaries. The minimum starting salaries for the comparable positions, as well as the average hourly rate paid for that position, are as follows:

	<u>Min. Annual</u>	<u>Min. Hourly</u>	<u>Ave. Hourly</u>
Nursing Assistant:	\$29,369	\$14.12	\$16.43
Licensed Practical Nurse:	\$35,838	\$17.23	\$21.36
Registered Nurse:	\$50,273	\$24.17	\$30.66 ³²

In addition, each employee also receives fringe benefits that amount to approximately 40% of the annual salary for each position.³³ Moreover, Cabell Huntington Hospital employees are given a cost of living increase each year, as well as raises pursuant to a step-system based on years of service.³⁴

19. The average hourly wage for a nursing assistant, which would be comparable to a Health Service Worker, at six major hospitals in the Huntington, West Virginia, area in 2013 was \$13.34; likewise, the average hourly wage for an LPN was \$17.06, and the average hourly wage

²⁸ Hr'g Tr. 94:17-95:12, 149:21-150:4; Pet. Ex. 7.

²⁹ Hr'g Tr. 31:11-24, 32:7-11, 83:19-20.

³⁰ Hr'g Tr. 86:11-24.

³¹ Hr'g Tr. 231:14-24.

³² Pet. Ex. 5; Trans 113:17-115:15.

³³ Pet. Ex. 5; Hr'g Tr. 115:16-116:10.

³⁴ Hr'g Tr. 116:15-117:22.

for an RN was \$27.29.³⁵ The average wages are reviewed by the participating hospitals each year, and each year the average wage increases.³⁶

20. The Respondents have the ability to request permission from the DOP to issue special hiring rates, hiring incentives, and retention incentives.³⁷ While the DOP's policies generally cap starting salaries of new employees at the "market rate" provided by the DOP,

[a]t the request of the appointing authority, the Director of Personnel may authorize an original appointment above the market rate of the classification, not to exceed the maximum rate, if it has been established that the classification is critical to the agency's mission and that the market rate is insufficient for recruitment of applicants.³⁸

Furthermore, "an appointing authority may recommend an in-range salary adjustment of up to 10% of current salary to all employees in a job class for which documented salary non-competitiveness has been established."³⁹ Such an increase is called a "retention incentive."⁴⁰ Recruitment incentives are similarly available under the DOP policies.⁴¹

21. The Respondents have not made any requests to the DOP to increase starting salaries above the base salary, much less above the market rate, to issue other recruitment incentives, or to provide retention incentives to hospital employees since 2009.⁴²

Failure to Implement Special Starting Salaries for Health Service Employees

22. The base starting rates for the three classifications of health service employees are the same base starting rates that were in effect on February 1, 2009—prior to the 2009 *Agreed Order*.⁴³ The three classes of health service employees have not been issued a special hiring rate

³⁵ Trans 124:22–126:1.

³⁶ Hr'g Tr. 129:19–130:6.

³⁷ Hr'g Tr. 240:1–7.

³⁸ Pet. Ex. 7 at (III)(A)(2).

³⁹ *Id.* at (D)(2).

⁴⁰ *Id.*

⁴¹ *Id.* at (D)(6).

⁴² Hr'g Tr. 71:9–24, 240:8–10.

⁴³ Pet. Ex. 3 & 4.

because the Respondents never requested a special hiring rate for those classes of employees.⁴⁴ The Respondents continue to hire individuals in those three classifications at pre-2009 *Agreed Order* base rates.⁴⁵

Impact of Under-staffing on Patient Care

23. The quality of patient care is diminishing as a result of the staffing shortages at Sharpe and Bateman.

24. Sharpe employee Jamie Beaton, a Health Services Assistant, testified that having to work back-to-back overtime shifts means that "oftentimes, you're not up to par to do your job. Obviously staff morale has been affected by this big time, so ultimately that affects patient care."⁴⁶

25. Bateman CEO Craig Richards testified that, as a result of having to train new temporary and contract workers every few months, more time is devoted to the training of employees than the care of patients.⁴⁷ He further admitted that high staff turnover, caused by the use of temporary and contract workers, can negatively impact patient care because "some patients do build relationships with staff, and they actually gain familiarity with them."⁴⁸

26. In addition, patients have been unable to access community integration opportunities as a result of chronic under-staffing. In the month of January 2014, no patients participated in any community integration outings at Bateman.⁴⁹ In February 2014, a total of six patients at Bateman received one community integration outing.⁵⁰

⁴⁴ Hr'g Tr. 104:6-7, 240:11-15.

⁴⁵ Pet. Exs. 13 & 14; Hr'g Tr. 247:19-248:7.

⁴⁶ Hr'g Tr. 14:18-22.

⁴⁷ Hr'g Tr. 41:19-24, 42:1.

⁴⁸ Hr'g Tr. 42:8-15.

⁴⁹ Pet. Ex. 1.

⁵⁰ Pet. Ex. 2.

27. Commissioner Jones testified that Sharpe struggles to comply with its community integration requirements, and that “[c]ommunity integration is one area that suffers because of vacant positions. . . .”⁵¹

28. CEO Richards testified that Bateman is not complying with the requirement that patients receive community integration and that the “primary reason would be the limitation of the number of staff that we have available to attend those community integration outings with patients who are found to be eligible to participate in community integration activities.”⁵²

29. Because Bateman does not comply with community integration requirements, the hospital is not evaluating patients to determine whether they should be eligible to receive community integration services.⁵³

30. Community integration is an essential component of patient care that ensures patients do not become institutionalized and are able to reintegrate into a community-based setting as quickly as possible.⁵⁴

CONCLUSIONS OF LAW

31. The 2009 *Agreed Order* states that “DHHR shall provide for increased pay for direct care workers at Bateman and Sharpe in order to (i) be able to recruit staff and retain existing staff and (ii) preclude the practices of mandatory overtime and reliance on temporary workers (except in exceptional and infrequent contexts). (See Attachment B.)”⁵⁵ The *Order* further provides that “DHHR will use only full time employees working regular shifts or voluntary overtime except in exceptional and infrequent contexts.”⁵⁶ The Respondents’

⁵¹ Hr’g Tr. 248:20–23, 249:22–23.

⁵² Hr’g Tr. 29:8–19.

⁵³ Hr’g Tr. 54:6–14.

⁵⁴ Hr’g Tr. 28:17–24.

⁵⁵ 2009 *Agreed Order* ¶ 10(a).

⁵⁶ 2009 *Agreed Order* ¶ 10(b).

consistent reliance on mandatory overtime and continued employment of numerous contract workers and temporary employees violates these provisions of this Court's 2009 *Agreed Order*.

32. The Respondents have taken no steps to offer competitive market wages in order to recruit and retain full time employees, as required by paragraph 10 of the 2009 *Agreed Order* and West Virginia Code § 5-5-4a.

33. The Respondents have failed to comply with the terms of the 2009 *Agreed Order* and subsequent December 18, 2012, *Order*, which require a special starting salary for the three classes of direct care employees, as set forth in Attachment B to the 2009 *Agreed Order*.

34. The Respondents have violated the standards of patient care, as required by West Virginia Code of State Rules sections 64-59-1 to -20 and the 2009 *Agreed Order* paragraph 10(d), by failing to provide community integration activities as required by West Virginia C.S.R. § 64-59-14.4.

35. The Respondents' violation of patient care requirements is caused by the Respondents' failure to maintain adequate and appropriate fulltime staffing at the Hospitals.

WHEREUPON, the Court hereby **ORDERS** as follows:

a. The Respondents, in consultation with the Petitioners and the Court Monitor, must develop a plan to (1) significantly reduce the number of staff vacancies at Sharpe and Bateman, (2) discontinue the practice of mandatory overtime except in exceptional and infrequent contexts; and (3) discontinue the reliance on temporary employees and contract workers to fill the vacant positions. Among other things, the plan should utilize the currently available options, as set forth in the policies of the Division of Personnel, to implement special hiring rates and incentives in order to recruit fulltime direct care employees. In doing so, the Respondents shall consider prevailing market wages in the respective market areas for the two *Hosp. Falls*.

The Plan Must
further include requests to the Division of Personnel for retention incentives to encourage retention of existing hospital employees. The plan must provide a schedule for future proposals to the Division of Personnel to ensure that base salaries remain competitive and that additional retention incentives are distributed. Finally, the plan must be submitted to the Court on or before June 11, 2014.

b. The Respondents must immediately implement a special starting salary for the three categories of health service workers as reflected in Attachment B to the 2009 *Agreed Order*. Employees in those three categories who have been hired and/or promoted to a new position since January 1, 2013, and who did not receive the benefit of the increased base salary must be retroactively compensated. This additionally includes newly hired employees who were paid above the base salary as a result of prior experience; the percent of their increases based on prior experience must be increased to reflect the appropriate base wage. Moreover, the retroactive compensation must include changes to amounts paid in overtime (which should have been paid at 150% of the higher salary) and changes in amounts paid to retirement benefits on behalf of the employee.

c. The Respondents must provide community integration opportunities to all eligible patients at both hospitals. As required by the Court Monitor's recommendations issued on March 26, 2014, the Respondents must develop policies and procedures for community integration, which correspond between the two Hospitals and which adhere to West Virginia C.S.R. § 64-59-14.

The Clerk is hereby **DIRECTED** to forward a certified copy of this Order to all counsel of record and to the Office of the Court Monitor.

ENTERED this 2 day of June, 2014.


Louis H. Bloom, Judge

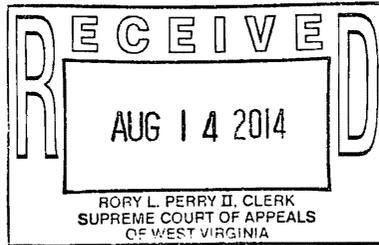
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Certified to be a true and correct copy of the original as shown to me by
D. Sudbeck
J. Foster
Milnes
Clerk

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

E.H., et al,
Petitioners,

v.

MATIN, et al,
Respondents.



Civil Action No. 81-MISC-585
Judge Louis H. Bloom

2014 AUG 13 PM 1:05
 KANAWHA COUNTY CIRCUIT COURT
 (Handwritten signature/initials)

ORDER

On August 1, 2014, the parties appeared pursuant to this Court's June 27, 2014 *Order*, which held the Respondents in contempt of court for failing to comply with this Court's June 3, 2014, *Order* and prior *Orders*, and directed the Respondents to show cause as to why they should not be sanctioned. Upon appearing on August 1, 2014, the Respondents presented a plan to the Court which substantially complies with the Court's June 3, 2014, *Order*. The Respondents represented that, with the Court's approval, they would implement the proposed plan forthwith. Accordingly and consistent with the *Oral Ruling* made on August 1, 2014, the Court approves of the plan submitted by the Respondents on August 1, 2014, and finds that the Respondents have purged themselves of the contempt so long as they execute their proposed plan.

FINDINGS OF FACT

1. The findings of fact contained in the *Orders* entered by the Court on June 3, 2014, and June 27, 2014, are hereby adopted and incorporated into this instant *Order*. Additionally, the Court makes the following findings.

2. The Respondents have presented a proposed plan to bring the two state psychiatric hospitals, Mildred Mitchell Bateman (Bateman) and William R. Sharpe, Jr. (Sharpe)

(collectively Hospitals), into compliance with the staffing requirements set forth in the 2009 *Agreed Order*.¹

3. The plan developed by the Respondents utilizes the West Virginia Division of Personnel's Pay Plan Implementation Policy to implement recruitment and retention incentives to address the ongoing vacancies in direct care positions at the two hospitals.²

4. To implement the recruitment and retention plan, the Respondents propose to undertake two market studies, one in each hospital's geographic area, to determine the market wages and market compensation packages offered by major hospitals (defined as having bed counts of 100 beds or greater) in the market areas for each of the two hospitals.³

5. In a letter addressed to the Director of the Division of Personnel, submitted with Respondents' plan, the Respondents indicate that they will obtain market wage and compensation package data for the respective geographic areas for the Hospitals from the major hospitals "from whom the information for the market is available to the DHHR/BHMF."⁴

6. During the August 1, 2014 hearing, the Respondents acknowledged that some of the major hospitals in the respective geographic areas are likely to be in states bordering West Virginia, and the Respondents are unsure whether wage and compensation package information can be obtained from those hospitals. Counsel for the Respondents represented, however, that the Respondents would make reasonable efforts to obtain such data from the major hospitals in neighboring states that fall within the two market study geographic areas.⁵

¹ See Respondents' Proposal to Address Recruitment Issues at Mildred Mitchell Bateman and William R. Sharpe, Jr., *Hospitals*, Aug. 1, 2014, Hr'g ex. 1.

² *Id.*

³ *Id.*

⁴ *Id.* at 1.

⁵ See August 1, 2014, Hr'g Tr. 28:4-24.

7. The Respondents further testified that the market study would clearly set forth the data being analyzed by listing the value of wages with and without benefits and the value of each component of the benefits so that comparisons are clear and unambiguous.⁶

8. Counsel for the Respondents represented that “if the Court so orders and desires us to move forward, we’re prepared to do that pursuant to the Court’s instruction, and we have attempted to do that to the best of our ability, and that’s all I would say with respect to the plan.”⁷ In response, the Court emphasized: “moving in the direction as the Department has outlined appears to be within their means and within their power to begin to move on at a deliberate pace, and I think that solves the problem that I have with the prior plans. . . . [T]his [plan] needs to be implemented with deliberate speed.”⁸

9. The Respondents did not object to the Court’s approval of the proposed plan. Rather, the Respondents requested that, based on their submission of the proposed plan and representations as to its implementation, the Court purge the contempt *Order* entered on June 27, 2014.⁹

10. Ongoing vacancies and the Respondents’ continued reliance on mandatory overtime and contract employees at the Hospitals violate the terms of the 2009 *Agreed Order* and raise serious concerns related to the care of patients who are among the State’s most vulnerable populations. As such, prompt implementation of the Respondents’ plan is necessary.

CONCLUSIONS OF LAW

11. The plan developed by the Respondents, as presented at the August 1, 2014, hearing, substantially complies with this Court’s *Orders* of June 3, 2014 and June 27, 2014, by utilizing

⁶ *See id.* at 33:14–34:17.

⁷ *Id.* at 40:11–16.

⁸ *Id.* at 43:13–17, 44:8–9.

⁹ *Id.* at 45:23–46:1.

currently existing Division of Personnel policies and procedures to immediately and effectively address the staffing vacancies and the related reliance on mandatory overtime and temporary/contract workers to bring the Hospitals into compliance with the 2009 *Agreed Order*.

12. Specifically, the proposed plan presents an appropriate method by which the Respondents can (1) significantly reduce the number of direct care staffing vacancies at Sharpe and Bateman Hospitals; (2) discontinue the Respondents' practice of requiring direct care employees to work mandatory overtime, except in exceptional and infrequent contexts; and (3) discontinue the Respondents' reliance on temporary employees and contract workers to fill the vacant positions, except in exceptional and infrequent contexts.¹⁰

13. The Respondents may wish to pursue other solutions which would require legislation to implement. Nothing in this *Order* or any prior *Orders* of this Court impedes the ability of the Legislature to change the manner in which the Hospitals are operated, nor do the *Orders* prohibit the Respondents from seeking such legislative action.

14. Until such time as the Legislature changes the law, however, the current plan, which utilizes the current legal structure to address the ongoing violations of the 2009 *Agreed Order*, should be implemented without delay or disruption.

DECISION

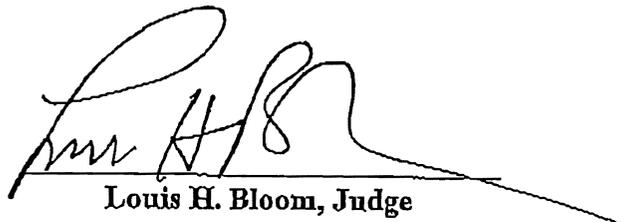
Accordingly, the Court hereby **ORDERS** that the Respondents are purged of contempt so long as the Respondents immediately implement the plan as they proposed, including the stipulations made at the hearing that (1) the Respondents will make reasonable efforts to obtain wage and compensation information from all major hospitals in the respective radiuses—a fifty mile radius of Bateman Hospital and a seventy-five mile radius of Sharpe Hospital—containing

¹⁰ See July 2, 2009, *Agreed Order*, ¶ 10(a)–(b).

those hospitals in neighboring states; (2) the Respondents will clearly set forth the data being analyzed in the market survey, including a breakout of the wages with and without benefits and a value of each component of the benefits; (3) the Respondents will submit the findings of the market survey, including the data relied upon to the Petitioners, the Court Monitor, and the Court upon its completion; (4) the Respondents shall provide a status report to the Court at the hearing scheduled for September 17, 2014, regarding implementation of the plan; and (5) that Department of Health and Human Resources Secretary Karen Bowling, Bureau for Behavioral Health and Health Facilities Commissioner Victoria Jones, and Governor Earl Ray Tomblin's Chief of Staff, Charles Lorensen, shall appear in person at the September 17, 2014, hearing.

The Clerk is hereby **DIRECTED** to forward a certified copy of this *Order* to all counsel of record and to the Office of the Court Monitor.

ENTERED this 13 day of August 2014.


 Louis H. Bloom, Judge

STATE OF WEST VIRGINIA
 COUNTY OF KANAWHA, SS
 I, CATHY S. CATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY,
 AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING
 IS A TRUE COPY FROM THE RECORDS OF SAID COUNTY,
 GIVEN UNDER MY HAND AND SEAL OF OFFICE AT
 DAY OF _____ 2014.
 C. Catson
 CLERK
 CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

8/13/14
 Date: _____
 Certified no. _____

 By: J. Greear
J. Begman
T. Milnes
T. Sudbeck
T. Bickel
 Deputy Clerk

} Faxed
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 mailed