

**IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA  
BUSINESS COURT DIVISION**

**DOUGLAS E. GRIFFITH, JR.,  
an individual; and  
ILEASE & RENTALS, LLC,  
a West Virginia limited liability company,**

Plaintiffs,

vs.

**Civil Action No. 20-C-231  
Presiding Judge: Shawn D. Nines  
Resolution Judge: Christopher C. Wilkes**

**MVB BANK, INC., a West Virginia  
corporation; and  
JARROD FURGASON,  
an individual,**

Defendants.

**ORDER GRANTING CHRISTOPHER P. SANDER'S  
MOTION TO INTERVENE**

On this 27<sup>th</sup> day of June 2022, this matter came before the Court upon a Motion to Intervene by Christopher P. Sander. The Plaintiffs, Douglas E. Griffith, Jr. and iLease & Rentals, LLC, by counsel Robert P. Fitzsimmons, Esq. and Holly S. Planinsic, Esq., Counterclaim Plaintiff, MVB Bank, Inc., by counsel Brian A. Glasser, Esq. and Rebecca Pomeroy, Esq., and Intervenor, Christopher P. Sander, by counsel J. Michael Benninger, Esq., have fully briefed and argued the issues. The Court dispenses with oral argument because the facts and legal contentions are adequately presented in the materials before the Court and argument would not aid the decisional process.

**FINDINGS OF FACT**

1. This case was commenced with the filing of the Complaint on September 14, 2020, wherein Plaintiffs Douglas E. Griffith, Jr. and iLease & Rentals, LLC (hereinafter

4-27-2022  
Business Ct. Central Office  
J. Polak  
M. Atkinson  
S. Harrold, III  
B. Glasser  
R. Pomeroy  
J. Benninger  
H. Planinsic  
R. Fitzsimmons

“iLease”) alleged the following causes of action against Defendants MVB Bank, Inc. (hereinafter “MVB”) and Jarrod Furgason: Negligence (Count I), Breach of Contract (Count II), Fraud/Fraudulent Misrepresentation (Count III), Unfair Trade Practices, Misrepresentation, and False Advertising of Insurance Policies (Count IV), Violations of Insurance Sales Consumer Protection Act (Count V), Negligent Supervision and Retention (Count VI), Punitive Damages (Count VII), and Damages (Count VIII). *See* Compl., p. 14-25. The causes of action in the Complaint stem from the principal claim in this matter that Defendants induced Plaintiffs to take out a life insurance policy, which involved a complicated scheme of providing funds to different banking institutions to obtain loans, culminating in the purchase of an insurance policy and insurance premium financing. *See* Judicial Reply to Mot. to Refer, p. 1-2. Plaintiffs claim the majority of the money invested by Plaintiffs to secure the loan to obtain financing was to be returned to Plaintiffs within so many days after closing for the loan; however, Plaintiffs allege the financing was not obtained and the funds were not returned to Plaintiff. *Id.* at 2.

2. On April 7, 2021<sup>1</sup>, Defendant and Counterclaim Plaintiff MVB filed its MVB Bank, Inc.’s Counterclaim Against iLease & Rentals, LLC and Douglas E. Griffith Jr.<sup>2</sup>, alleging acts of default under commercial loan agreements and guarantees. *See* Ctrclm; *see also* Pl.’s Mot. to Refer. In Paragraph 1 of the Counterclaim, MVB recognizes that iLease is (or was at the time of the filing) co-owned by Counterclaim Defendant Douglas E. Griffith, Jr. and nonparty/proposed intervenor Christopher P. Sander, who it chose not to

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<sup>1</sup> The Court notes the Counterclaim is in the court file stamped March 8, 2021, and the order granting leave to assert the Counterclaim was filed April 7, 2021. Accordingly, the Court treats the Counterclaim as deemed filed April 7, 2021.

<sup>2</sup> The Counterclaim asserts the following causes of action: Breach of Contract Against iLease for the Equipment-Backed Loan (Count I); Breach of Guaranty Against Griffith for the Equipment-Backed Guaranty (Count II); Breach of Contract Against iLease for the A/R-Backed Loan (Count III); and Breach of Guaranty Against Griffith for the A/R-Backed Guaranty (Count IV). *See* Ctrclm, p. 7-11.

name in its Counterclaim. *See* Ctrclm, ¶1. Stated another way, MVB chose to file a counterclaim against the two entities which filed suit against it in this action, co-owner Plaintiff Griffith and Plaintiff iLease.

3. On March 14, 2022, Intervenor Christopher P. Sander (hereinafter “Intervenor” or “Sander”) filed the instant Motion to Intervene, urging the Court to permit it to intervene as a party counterclaim defendant in this civil action. *See* Int’s Mot., p. 1. Sander argued that as signatory to the loan documents attached to the Counterclaim, he has an interest relating to the property and transactions (the two loans and his guaranty of the same) which are the subject matter for the Counterclaim. *Id.* at 1-2.
4. On March 31, 2022, Plaintiffs filed Plaintiffs’ Response to Intervene, agreeing that Intervenor has a right to intervene under Rule 24, and in the alternative, the Court should permit him to intervene under Rule 24(b)’s permissive joinder. *See* Pls’ Resp., p. 1-2. Plaintiffs argue that as guarantor of the loans that form the basis of the Counterclaim, MVB has not chosen to pursue Sander, but contractual claims involving Sander may exist upon termination of this case if he is not a party. *Id.* at 1.
5. On April 6, 2022, Counterclaim Plaintiff filed Counterclaim Plaintiff MVB Bank, Inc.’s Opposition to Motion to Intervene, arguing Sander’s motion is not timely, he is not a necessary party as guarantor, and he does not possess a significant legal interest that requires protection. *See* MVB’s Resp., p. 1-5.
6. On or about April 11, 2022, Intervenor filed its Reply to Counterclaim MVB Bank, Inc.’s Opposition to Motion to Intervene, arguing his motion was timely given a change of circumstances on January 10, 2022 when he became the sole owner and manager of iLease, and that in the absence of intervention, he may, in the future, be subject to a claim

of *res judicata* and/or collateral estoppel by MVB in the event it prevails on its Counterclaim. See Reply, p. 2.

7. The Court now finds the issue ripe for adjudication.

### **CONCLUSIONS OF LAW**

The Court will analyze the instant Motion to Intervene pursuant to Rule 24(a) and Rule 24(b) of the West Virginia Rules of Civil Procedure. Motions to intervene are governed by Rule 24 of the West Virginia Rules of Civil Procedure. Rule 24 provides, in pertinent part:

- (a) Intervention of Right.** Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute of this State confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicant's ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.
- (b) Permissive Intervention.** Upon timely application anyone may be permitted to intervene in an action: (1) when a statute of this State confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common. When a party to an action relies for ground of claim or defense upon any statute or executive order administered by a federal or State governmental officer or agency or upon any regulation, order, requirement, or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action. In exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

W. Va. R. Civ. P. 24.

#### **I. Rule 24(a) Analysis**

Regarding the interventions of right under Rule 24(a), the West Virginia Supreme Court of Appeals has enumerated four requirements: (1) the application must be timely; (2) the

applicant must claim an interest relating to the property or transaction which is the subject of the action; (3) disposition of the action may, as a practical matter, impair or impede the applicant's ability to protect that interest; and (4) the applicant must show that the interest will not be adequately represented by existing parties. Rules Civ. Proc., Rule 24(a)(2). *Syl. Pt. 5, State ex rel. Ball v. Cummings*, 208 W. Va. 393, 540 S.E.2d 917 (1999).

*A. Timeliness*

First, the Court addresses the timeliness requirement enumerated by West Virginia Supreme Court of Appeals in *Cummings*. While Rule 24 of the West Virginia Rules of Civil Procedure provides for the intervention of parties upon a timely application, the timeliness of any intervention is a matter of discretion with the trial court. *Syl. Pt. 10, Pioneer Co. v. Hutchinson*, 159 W.Va. 276, 220 S.E.2d 894 (1975), *overruled on other grounds, State ex rel. E.D.S. Fed. Corp. v. Ginsberg*, 163 W.Va. 647, 259 S.E.2d 618 (1979). The West Virginia Supreme Court of Appeals has directed that trial “courts must approach the issue of timeliness with flexibility and a view toward considering all the circumstances”. *SWN Prod. Co., LLC v. Conley*, 243 W. Va. 696, 704, 850 S.E.2d 695, 703 (2020). Further, the Supreme Court of Appeals cautioned circuit courts not to look solely to the age of the case in addressing the question of timeliness, and instead to consider the status of the proceedings and the circumstances of the parties. *Id.*

Here, the Court notes that in the instant matter, only limited discovery has taken place and no depositions have occurred. Written discovery has begun, but depositions have not occurred and trial is not approaching<sup>3</sup>. The Court notes MVB Bank points out in its Response that the Counterclaim dates back to April 7, 2021, but the Intervenor did not file the motion to intervene until 11 months later, March 9, 2022, without providing explanation of this delay. *See*

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<sup>3</sup> The trial in this matter is scheduled for 2023.

MVB's Resp., p. 3. In the Reply, Intervenor averred that on January 10, 2022 there was a "significant change in circumstance" as he became the sole owner and manager of iLease, and this "requires him to now timely act to protect his legal and equitable interests of both iLease and himself". See Reply, p. 2. Given all the foregoing, the Court finds Intervenor's application to join this litigation is timely. The Court weighs this factor in favor of Intervenor.

#### *B. Interest*

Next, the Court addresses the requirement that the intervenor have an interest in the property at issue. See Rules Civ.Proc., Rule 24(a)(2); *Cummings*, 208 W. Va. 393, 540 S.E.2d 917. To warrant intervention of right, an applicant's interest in the property or transaction which is the subject of the action must be direct and substantial or legally protectable. *Id.* To justify intervention of right, the interest claimed by the proposed intervenor must be direct and substantial; for these purposes, a "direct interest" is one of such immediate character that the intervenor will either gain or lose by the direct legal operation and effect of the judgment to be rendered between the original parties, and a "substantial interest" is one that is capable of definition, protectable under some law, and specific to the intervenor. *Id.* As one commentator cited and relied upon by the West Virginia Supreme Court of Appeals has stated: "[I]t has been declared that the interest in the subject matter of the litigation must be a substantial interest, a legal interest, or an interest known and protected by the law. 'Interest' means a concern which is more than mere curiosity, or academic or sentimental desire. One interested in an action is one who is interested in the outcome or result thereof because he or she has a legal right which will be directly affected thereby or a legal liability which will be directly enlarged or diminished by the judgment or decree therein." 59 Am.Jur.2d Parties § 134, p. 591 (1987) (footnotes omitted). See also Eunice A. Eichelberger, *What Is "Interest" Relating To Property Or Transaction Which*

*Is Subject Of Action Sufficient To Satisfy That Requirement For Intervention As Matter Of Right Under Rule 24(a) (2) Of Federal Rules Of Civil Procedure*, 73 A.L.R. Fed. 448 (1985); *Sierra Club v. Espy*, 18 F.3d 1202 (5th Cir.1994); *U.S. v. W.R. Grace & Co.-Conn.*, 185 F.R.D. 184 (D.N.J.1999); and *U.S. v. ABC Industries*, 153 F.R.D. 603 (W.D.Mich.1993). *Cummings*, at 399–400, and 923–24.

Here, Sander is the signatory for two loan documents, Commercial Guaranty agreements for two loans, attached to the Counterclaim. *See* Int’s Mot., p. 1-2. Stated another way, Sander is owner of Plaintiff iLease and personal guarantor of the loans at issue in the counterclaim. *See* Pl’s Resp., p. 2. Therefore, Sander argues he “has an interest relating to the property and transactions (the two loans made by MVB Bank, Inc., and his guaranty of the same) which are the subject matter of the counterclaim”. *See* Int’s Mot., p. 2. MVB Bank has not opted to pursue Sander. *See* Pl’s Resp., p. 1. Although, Plaintiff avers contractual claims involving Sander *may* exist upon termination of this case. *Id.* (emphasis added).

The Court finds that here, Intervenor, as guarantor, possesses the type of substantial interest in the property or transaction which is the subject of this action. *See Cummings*, 208 W. Va. 393, 540 S.E.2d 917. Under Rule 24, a “direct interest” relating to property or transaction which is subject of the action, as required for intervention of right, is of such immediate character that the intervenor will either gain or lose by the direct legal operation and effect of the judgment to be rendered between the original parties. *See SWN Prod. Co., LLC v. Conley*, 243 W. Va. 696, 850 S.E.2d 695 (2020). Sander, as guarantor could be affected by the outcome of this case, and that outcome would be of such immediate character that Sander would either gain or lose by the direct legal operation and effect of the judgment between the current parties.

The Court also considered that no West Virginia Supreme Court of Appeals published cases supply a holding on whether or not a guarantor is a necessary party to a lawsuit that a court must permit a motion to intervene as of right. The Court considers that as now sole owner of iLease and guarantor, Sander may be subject to a claim of res judicata and/or collateral estoppel by MVB. The Court concludes Sander possesses the substantial and direct interest contemplated by the Rules of Civil Procedure in governing intervention by right and weighs this factor in favor of Sander.

### *C. Ability to Protect Interest*

Third, the Court addresses the requirement that absent intervening, the disposition of the action may, as a practical matter, impair or impede the applicant's ability to protect that interest. Rules Civ. Proc., Rule 24(a)(2); *State ex rel. Ball v. Cummings*, 208 W. Va. 393, 540 S.E.2d 917 (1999). In determining whether a proposed intervenor of right is so situated that the disposition of the action may impair or impede his or her ability to protect his interest, courts must first determine whether the proposed intervenor may be practically disadvantaged by the disposition of the action; courts then must weigh the degree of practical disadvantage against the interests of the plaintiff and defendant in conducting and concluding their action without undue complication and delay, and the general interest of the public in the efficient resolution of legal actions. *Id.* The Court in *Cummings* considered and cited the opinion of legal commentators regarding the ability of a proposed intervenor's ability to protect his or her interest, including one commentator which said that "[t]he issue of practical impairment is necessarily one of degree and requires a consideration of the competing interests of the plaintiff and defendant in conducting and concluding their lawsuit without undue complication, and of the public in the speedy and



economical resolution of legal controversies.” 59 Am.Jur.2d Parties § 138, p. 603 (footnote omitted). *cited by Cummings*, at 401, 925.

The Court has determined in the above section that Sander, as now the sole owner of iLease and guarantor, may be subject to a claim of res judicata and/or collateral estoppel by MVB, based on the outcome of this case. As evidenced in the case law above, the Court is tasked with considering the issue of practical impairment and the interests of the plaintiff and defendant in conducting and concluding their lawsuit without undue complication, and of the public in the speedy and economical resolution of legal controversies.” 59 Am.Jur.2d Parties § 138, p. 603 (footnote omitted). *cited by Cummings*, at 401, 925. Although the Court recognizes that as noted in *Morrell v. McFarland*, “[a] litigant is not required to sue all those whom he charges with wrongful conduct. Rather, ...the court’s primary concern is with whether or not justice can be done and the court’s decree made effective without the presence of the unjoined party.” 527 F.Supp. 324, 328 (D.C. W.Va. 1981). Given this, the Court recognizes that without the presence of Sander, he may, in the future be subject to res judicata and/or collateral estoppel regarding claims he did not get the opportunity to participate in the defense of without intervention. The Court also considers that allowing Sander to intervene would not cause undue complication or interfere with the speedy and efficient resolution of this controversy. Rather, the Court finds that the addition of Sander as a party counterclaim defendant will in no way impede the orderly progression of this litigation. Other parties will not be prejudiced by the addition of Sander as a party counterclaim defendant at this stage, and will have ample opportunity to meet the issues.

For these reasons, the Court finds the protection of interest requirement for intervention of right has been met.

*D. Adequate Representation*

Finally, the Court addresses the requirement that the applicant must show that the interest will not be adequately represented by existing parties. Rules Civ.Proc., Rule 24(a)(2); *State ex rel. Ball v. Cummings*, 208 W. Va. 393, 540 S.E.2d 917 (1999). If the proposed intervenor's interest is not represented by the existing party, or the existing party's interests are adverse to those of the proposed intervenor, intervention should be granted, provided that all other requirements are satisfied. *Id.* It is also to be remembered that a proposed intervenor need only show that his claimed interest *may* not be adequately represented; no showing of actual inadequacy is required. *See* West Virginia Rule of Civil Procedure 24(a)(2) and 59 Am.Jur.2d Parties § 140. *cited by Id.* at 403, 927.

The West Virginia Supreme Court of Appeals has held it is sufficient to recognize that generally courts compare the interests asserted by the proposed intervenor with the interests of the existing party. *See* 59 Am.Jur.2d Parties § 141. *Id.* If the interests of the proposed intervenor and the existing party are similar, “a discriminating judgment is required on the circumstances of the particular case, but [the proposed intervenor] ordinarily should be allowed to intervene unless it is clear that the [existing] party will provide adequate representation for the absentee.” 7C Charles A. Wright, Arthur R. Miller & Mary K. Kane, *Federal Practice and Procedure* § 1909, p. 319 (footnote omitted). *See also* 26 Fed.Proc. L.Ed. Parties § 59:303. *Id.*

Here, the Court addresses considerations that were analyzed in the preceding sections. The Court considers there is no case law on whether or not a guarantor is a necessary party in West Virginia or the Fourth Circuit, but that other courts have specifically held that a guarantor is not sufficient to be considered a necessary party. *See* MVB’s Resp., p. 4. Further, the Court considers iLease, which is owned by Sander, and Sander being the potential corporate representative, meets the fourth factor’s requirement that it be “clear that the [existing] party will

provide adequate representation for the absentee.” *See State ex rel. Ball v. Cummings*, 208 W. Va. 393, 540 S.E.2d 917 (1999). The Court considers that iLease’s existing interests are not adverse to Sander’s interests. Finally, the Court also considers its conclusion that as guarantor and sole owner, Sander can be liable for claims under the doctrines of res judicata and collateral estoppel in the future.

Considering all the foregoing, the Court concludes this factor does not weigh in Sander’s favor. Rather, Sander’s *existing* interests are adequately protected by existing parties, especially his company iLease.

Because the last factor does not weigh in Sander’s favor, the Court finds *all* of the requirements of Rule 24(a) regarding intervention of right have not been met and it is not appropriate for Intervenor to be added as a party counterclaim defendant in this civil action via intervention by right.

## **II. Rule 24(b) Analysis**

Since the Court finds Intervenor has not met the requirements of Rule 24(a) for Intervention of Right, this Court next addresses the elements of Rule 24(b)’s permissive intervention.

As stated above, Rule 24(b) provides, in pertinent part:

**(b) Permissive Intervention.** Upon timely application anyone may be permitted to intervene in an action: (1) when a statute of this State confers a conditional right to intervene; or (2) when an applicant’s claim or defense and the main action have a question of law or fact in common. When a party to an action relies for ground of claim or defense upon any statute or executive order administered by a federal or State governmental officer or agency or upon any regulation, order, requirement, or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action. In

exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

W. Va. R. Civ. P. 24.

With regard to permissive intervention, the West Virginia Supreme Court of Appeals has stated that the text of Rule 24(b) governing permissive intervention specifically invokes language directing courts to exercise their discretion in considering issues of delay of the action or prejudice to the original parties. *SWN Prod. Co., LLC v. Conley*, 243 W. Va. 696, 702, 850 S.E.2d 695, 701 (2020).

*A. Timeliness*

First, the Court addresses timeliness under Rule 24(b). In the previous section regarding the Court's analysis under Rule 24(a), the Court found the timeliness requirement has been met; therefore the Court determines that the timeliness requirement of both Rule 24(a) regarding intervention of right and Rule 24(b)'s permissive intervention has been met. *See Gibbs v. W. Virginia ALF-CIO*, No. 17-0320, 2017 WL 4772926, at \*2 (W. Va. Oct. 23, 2017) (Whether proceeding under subpart (a) or (b), a movant must make "timely application" for intervention.)

*B. Common Question of Law or Fact Between Applicant's Defense and Main Action*

Next, the Court considers whether Intervenor's defense and the main action have a question of law or fact in common pursuant to Rule 24(b). W. Va. R. Civ. P. 24. As Sander requests to be named a counterclaim defendant in this matter, presumably any such claims against him would be in common to the main action, as both would be arising out of the loan documents which are the subject of the counterclaim. At this time, there are two counts aimed solely at current counterclaim Defendant Griffith and two counts aimed solely at current counterclaim Defendant iLease. Regardless, the Court can construe that any defense Sander

would have in this matter as a party counterclaim Defendant would surround the same questions of law or fact as the main counterclaim action surrounding the default of the loan documents at issue.

*C. Undue Delay or Prejudice the Adjudication of the Rights of the Original Parties*

With the timely application and common question of law or fact prongs of Rule 24(b) satisfied, the Court *may* grant intervention. W. Va. R. Civ. P. 24. “In exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.” *Id*; *see also SWN Prod. Co., LLC v. Conley*, 243 W. Va. 696, 702, 850 S.E.2d 695, 701 (2020) (“as to permissive intervention, the text of Rule 24(b) governing permissive intervention specifically invokes language directing courts to exercise their discretion in considering issues of delay of the action or prejudice to the original parties”).

The Court acknowledges that the Court found that the application was timely given the circumstances surrounding the progression of the case. The Court has also found the proposed intervention would not unduly delay and complicate the matter, prejudicing the adjudication of the rights of the original parties, given the subject matter and stage and progression of this litigation at this time.

As to any interests he has in liability to himself, Sander could be subject to res judicata or collateral estoppel based on the outcome of this matter. The elements of res judicata are as follows: “Before the prosecution of a lawsuit may be barred on the basis of *res judicata*, three elements must be satisfied. First, there must have been a final adjudication on the merits in the prior action by a court having jurisdiction of the proceedings. Second, the two actions must involve either the same parties or persons in privity with those same parties.

Third, the cause of action identified for resolution in the subsequent proceeding either must be identical to the cause of action determined in the prior action or must be such that it could have been resolved, had it been presented, in the prior action.” Syllabus point 4, *Blake v. Charleston Area Medical Center, Inc.*, 201 W.Va. 469, 498 S.E.2d 41 (1997); *cited by Lloyd's, Inc. v. Lloyd*, 225 W. Va. 377, 378, 693 S.E.2d 451, 452 (2010).

The elements of collateral estoppel are as follows: Collateral estoppel will bar a claim if four conditions are met: (1) The issue previously decided is identical to the one presented in the action in question; (2) there is a final adjudication on the merits of the prior action; (3) the party against whom the doctrine is invoked was a party or in privity with a party to a prior action; and (4) the party against whom the doctrine is raised had a full and fair opportunity to litigate the issue in the prior action. Syllabus point 1, *State v. Miller*, 194 W. Va. 3, 6, 459 S.E.2d 114, 117 (1995); *cited by State ex rel. Veard v. Miller*, 238 W. Va. 333, 339, 795 S.E.2d 55, 61 (2016).

The Court elects to use its discretion to permit intervention for Sander, as Intervenor, to enter the case to protect future rights, especially given the fact that both the collateral estoppel and res judicata apply to parties who are in privity with the party in the prior action, and the heart of this suit involves loan documents to which Sander was a signatory and/or guarantor. For all of these reasons, the Court finds that, in its discretion, it shall grant permissive intervention to Sander.

### **CONCLUSION**

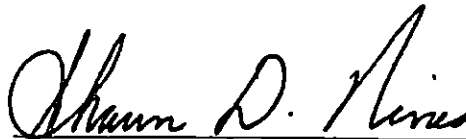
Accordingly it is hereby ADJUDGED and ORDERED that Christopher P. Sander’s Motion to Intervene is hereby GRANTED.

The Clerk of the Circuit Court is directed to add Christopher P. Sander as a party counterclaim defendant in this civil action and to add J. Michael Benninger, Esq., counsel for

Christopher P. Sander, as an attorney of record in this matter. The Court notes the objections and exceptions of the parties to any adverse ruling herein.

The Court directs the Circuit Clerk to distribute attested copies of this order to all counsel of record, and to the Business Court Central Office at West Virginia Business Court Division, 380 West South Street, Suite 2100, Martinsburg, West Virginia, 25401.

06-27-2022

A handwritten signature in black ink, reading "Shawn D. Nines", written over a horizontal line.

JUDGE SHAWN D. NINES  
JUDGE OF THE WEST VIRGINIA  
BUSINESS COURT DIVISION