

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

September 2025 Term

No. 23-438

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SUPREME COURT OF APPEALS
OF WEST VIRGINIA

IN RE: PETITION OF D.K. FOR EXPUNGEMENT OF RECORD

Appeal from the Intermediate Court of Appeals of West Virginia
No. 22-ICA-122
(Circuit Court of Randolph County, Civil Action No. 22-P-31)

AFFIRMED

Submitted: October 8, 2025

Filed: November 13, 2025

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JUSTICE EWING delivered the Opinion of the Court.

JUSTICE TRUMP dissents and reserves the right to file a separate opinion.

SYLLABUS BY THE COURT

1. On appeal from the Intermediate Court of Appeals, this Court reviews a circuit court’s order granting or denying expungement of criminal records for an abuse of discretion.

2. “Courts always endeavor to give effect to the legislative intent, but a statute that is clear and unambiguous will be applied and not construed.” Syllabus Point 1, *State v. Elder*, 152 W. Va. 571, 165 S.E.2d 108 (1968).

3. “‘It is not for this Court arbitrarily to read into a statute that which it does not say. Just as courts are not to eliminate through judicial interpretation words that were purposely included, we are obliged not to add to statutes something the Legislature purposely omitted.’ Syl. Pt. 11, in part, *Brooke B. v. Ray*, 230 W. Va. 355, 738 S.E.2d 21 (2013).” Syllabus Point 6, *State v. Butler*, 239 W. Va. 168, 799 S.E.2d 718 (2017).

4. “The rule that statutes which relate to the same subject should be read and construed together is a rule of statutory construction and does not apply to a statutory provision which is clear and unambiguous.” Syllabus Point 1, *State v. Epperly*, 135 W. Va. 877, 65 S.E.2d 488 (1951).

5. “‘Where the language of a statute is plain and unambiguous, there is no basis for application of rules of statutory construction; but courts must apply the statute

according to the legislative intent plainly expressed therein.’ Syllabus point 1, *Dunlap v. State Compensation Director*, 149 W. Va. 266, 140 S.E.2d 448 (1965).” Syllabus Point 3, *In re H.W.*, 247 W. Va. 109, 875 S.E.2d 247 (2022).

EWING, Justice:

Petitioner D.K. was charged with possession with intent to deliver a controlled substance, carrying a deadly weapon, and improper registration.¹ The petitioner and the State entered into a plea agreement to resolve all three charges, which required the petitioner to plead guilty to the drug and improper registration charges and the State to dismiss the charge of carrying a deadly weapon. However, the parties further agreed that the State would defer prosecution of the drug charge, and if the petitioner successfully completed a diversionary period, the drug charge would be dismissed. After successfully completing that diversionary period, the Circuit Court of Randolph County, West Virginia, dismissed the drug charge. The petitioner then sought to expunge all records related to that charge under West Virginia Code § 61-11-25(a) (2012). Finding that the drug charge was dismissed in exchange for the petitioner's guilty plea to another offense, the circuit court determined that the petitioner was not eligible to seek expungement, and the court denied his petition for expungement. The petitioner appealed to the Intermediate Court of Appeals, which affirmed, and he now appeals to this Court. We agree that the petitioner's drug charge was dismissed in exchange for his guilty plea to another offense, which precludes him from seeking expungement of his drug charge under the then-applicable version of West Virginia Code § 61-11-25 (2012), and we therefore affirm.

¹ Under Rule 40(e)(1) of the West Virginia Rules of Appellate Procedure, we use initials in "cases relating to expungements."

I. FACTUAL AND PROCEDURAL BACKGROUND

In June 2013, the Randolph County Grand Jury returned an indictment charging the petitioner with one felony count of possession with intent to deliver a controlled substance (Count 1),² one misdemeanor count of carrying a deadly weapon (Count 2),³ and one misdemeanor count of improper registration (Count 3).⁴ The petitioner and the State entered into a plea agreement to resolve these charges on May 12, 2014.

Paragraph two of the plea agreement set forth the agreed-upon terms related to the specific disposition of the three charges:

2. That the [petitioner] agrees to plead guilty to one (1) count of Possession with Intent to Deliver a Schedule I Non-Narcotic Controlled Substance: Marijuana, a Felony, in violation of **W. Va. Code §60A-4-401(a)(ii)**, as contained in Count 1 of the Indictment in the above-styled case and one (1) count of Improper Registration, a Misdemeanor, in violation of **W. Va. Code §17A-9-3. Provided, however,** that the State will move to defer prosecution for twenty-four (24) months for the offense of Possession with Intent to Deliver a Schedule I Non-Narcotic Controlled Substance: Marijuana, a Felony, in violation of **W. Va. Code §60-4-401(a)(ii)** immediately following the [petitioner's] allocution and execution of the [c]ourt's plea entry form and immediately prior to the [c]ourt accepting the [petitioner's] guilty plea to said offense. Said deferral of the offense shall be without prejudice to the State's interests and pursuant to a pretrial diversion agreement executed contemporaneously and in conjunction with this Plea

² See W. Va. Code § 60A-4-401(a)(ii) (2011).

³ See *id.* § 61-7-3 (1989).

⁴ See *id.* § 17A-9-3 (1951).

Agreement. Should the [petitioner] violate the terms and conditions of said Pretrial Diversion Agreement, the State will re-institute via a properly filed and noticed motion the charge of Possession with Intent to Deliver a Schedule I Non-Narcotic Controlled Substance: Marijuana, a Felony, in violation of **W. Va. Code §60-4-401(a)(ii)**, as contained in Count 1 of the above-styled case, request that the [c]ourt accept the [petitioner's] plea of guilty to said felony offense, and schedule sentencing for said felony offense. **The [petitioner], in the event that he violates the terms and conditions of the Pretrial Diversion Agreement or the conditions of any alternative sentence imposed by the [c]ourt and the charges are re-instituted by the State, expressly waives any potential right to withdraw his plea of guilty to Possession with Intent to Deliver a Schedule I Non-Narcotic Controlled Substance: Marijuana, a Felony, in violation of W. Va. Code §60A-4-401(a)(ii), as contained in Count 1 of the above-styled case. The State is relying upon the Defendant's waiver of his right to withdraw his plea of guilty to said charge in extending this plea offer and, absent such waiver, would not have been willing to extend this plea offer to the [petitioner] in this case.** However, should the [petitioner] successfully complete the contemplated diversionary period, Possession with Intent to Deliver a Schedule I Non-Narcotic Controlled Substance: Marijuana, a Felony, in violation of **W. Va. Code §60A-4-401(a)(ii)**, as contained in Count 1 of the above-styled case shall be dismissed **with prejudice** at the conclusion of the diversionary period.

a. Further the [petitioner] agrees to cooperate fully and be completely forthright and truthful with any and all federal, state, county, municipal or other law enforcement authorities with regard to all inquiries made of him in relation to all the facts and circumstances concerning the offenses set forth in the charging document(s) in this case. . . .

b. The State shall move to dismiss Count 2 of the Indictment in the above-styled case with prejudice.

In sum, the petitioner agreed to plead guilty to improper registration and possession with intent to deliver a controlled substance, and the State agreed to dismiss the charge of carrying a deadly weapon, but the parties further agreed that the State would defer prosecution of the drug charge for twenty-four months to allow the petitioner to participate in a diversionary period, the successful completion of which would result in dismissal of the drug charge. Regarding sentencing, the State agreed to recommend that the circuit court impose the statutory sentence for improper registration but suspend that sentence in favor of an alternative sentence, the successful completion of which (if imposed by the court) was also necessary for the petitioner to obtain dismissal of the drug charge under diversion.

As outlined in paragraph two of the plea agreement, to memorialize terms specific to the pretrial diversion,⁵ the parties also executed a pretrial diversion agreement “contemporaneously and in conjunction with” the plea agreement. The pretrial diversion agreement reiterated that the State would defer prosecution of the charge of possession with intent to deliver a controlled substance for twenty-four months, provided that the petitioner abided by the various conditions and requirements outlined within that pretrial diversion agreement. One such condition was that the petitioner “abide by all terms and conditions of any sentence that you are given in the above-styled misdemeanor cases,

⁵ The “pretrial diversion” entered into in this case is more akin to a deferred adjudication under West Virginia Code § 61-11-22a, but that statute was not adopted until 2016.

including complying with all terms and conditions of probation or other alternative sentence if the [c]ourt imposes such alternative sentence.” Also echoing the plea agreement, the pretrial diversion agreement provided that if the petitioner violated its conditions, the State could initiate prosecution (or revoke or modify any condition of the diversion) of the drug charge. But if the petitioner successfully completed the pretrial diversion, then the State would dismiss the charge of possession with intent to deliver a controlled substance.

The petitioner and the State appeared before the circuit court for a plea hearing. As memorialized in the court’s order entered following this hearing, the State proffered that the petitioner had agreed to plead guilty to possession with intent to deliver a controlled substance and improper registration, that the State had agreed to defer prosecution of the drug charge for twenty-four months, and that the State had agreed to move to dismiss the remaining charge of carrying a deadly weapon. The petitioner’s counsel “agreed that the terms and conditions of the plea agreement were accurately spread upon the record by the State.” After the agreed-upon terms were placed on the record, the court accepted the plea agreement, and in accordance with its terms, the petitioner pled guilty to possession with intent to deliver a controlled substance and improper registration. The circuit court ordered that the drug charge be diverted from its docket for twenty-four months, and it dismissed the charge of carrying a deadly weapon. Also, the court accepted the petitioner’s guilty plea to improper registration and, after the petitioner waived his right to a presentence investigation and report, sentenced him to six months in jail and a twenty-

five-dollar fine, but the court suspended that sentence and placed the petitioner on five years of supervised probation.

The petitioner satisfactorily complied with the conditions of his supervised probation, and the court discharged him early, in June 2017. After the petitioner also successfully completed his diversionary period, the court dismissed with prejudice his charge of possession with intent to deliver a controlled substance by order on March 29, 2022, entered nunc pro tunc to May 12, 2016.⁶

On April 4, 2022, the petitioner filed a petition in the circuit court seeking to expunge all criminal records related to his charge of possession with intent to deliver a controlled substance. The expungement statute under which the petitioner filed his petition, West Virginia Code § 61-11-25 (2012), provided, in effect, that a person may petition to expunge records relating to a dismissed charge unless the dismissal was “in exchange for a guilty plea to another offense.” The petitioner argued that his drug charge was dismissed because he successfully completed his pretrial diversion agreement, not because he pled guilty to improper registration.

⁶ In late 2021, the petitioner moved to dismiss the drug charge. He asserted that he had abided by the terms and conditions of his diversionary period and that the State had not reinstituted the matter by May 2016, but no order dismissing the drug charge had yet been entered.

The State opposed the petitioner's effort, arguing that the plea agreement involved three parts: a diversionary period, a guilty plea, and a dismissed charge. So, the eventual dismissal of the petitioner's charge of possession with intent to deliver a controlled substance after his successful completion of the diversionary period was in exchange for his guilty plea to improper registration. The circuit court agreed with the State and denied the petitioner's petition, concluding that he was ineligible to petition for expungement of records related to his drug charge because that charge was not "dismissed for a reason other than a plea of guilty to another offense."

The petitioner appealed the circuit court's decision to the Intermediate Court of Appeals ("ICA"). There, too, the petitioner argued that his drug charge was dismissed because he completed his pretrial diversion period, not because he pled guilty to another offense. *In re D.K.*, 251 W. Va. 238, ---, 912 S.E.2d 1, 3-4 (W. Va. Ct. App. 2023). Declining to give "piecemeal consideration" to the circumstances of the petitioner's plea agreement, the ICA rejected the petitioner's argument. *Id.* at ---, 912 S.E.2d at 4. The ICA determined that such an approach would "not properly reflect the reality of the plea process," as outlined in the plea agreement and pretrial diversion agreement. *Id.* Because the petitioner's "guilty plea to two of the three charges against him (one of which provided the opportunity to participate in a [pretrial diversion agreement] which ultimately led to the dismissal of said charge) was clearly in exchange for dismissal of the third charge," the ICA agreed with the circuit court that the petitioner was ineligible to have records related to his charge of possession with intent to deliver a controlled substance expunged, and it

affirmed the circuit court’s order. *Id.* at ---, 912 S.E.2d at 5. The petitioner now appeals to this Court.

II. STANDARD OF REVIEW

Before addressing the specific question on appeal, we take a brief detour to consider the scope of our review. Since the Legislature’s enactment of the West Virginia Appellate Reorganization Act, the ICA has had appellate jurisdiction over, among other final judgments or orders, the “[f]inal judgments or orders of a circuit court in all civil cases, including, but not limited to, those in which there is a request for legal or equitable relief, entered after June 30, 2022.” W. Va. Code § 51-11-4(b)(1) (2024).⁷ Accordingly, the ICA has had appellate jurisdiction over circuit court orders granting or denying expungements entered since June 30, 2022, and this Court has not yet had the occasion to consider the standard of review applicable to a circuit court’s order denying a petition for expungement appealed from a decision of the ICA. Before the creation of the ICA, our review of a circuit court’s order granting or denying expungement was for an abuse of discretion: “This Court reviews a circuit court’s order granting or denying expungement of criminal records for an abuse of discretion.” Syl. Pt. 1, *In re A.N.T.*, 238 W. Va. 701, 798

⁷ Although a different version of West Virginia Code § 51-11-4 was in effect at the time the petitioner appealed to the ICA, the quoted subsection differed in no respects material here.

S.E.2d 623 (2017). We see no reason to deviate from that standard here.⁸ Therefore, on appeal from the Intermediate Court of Appeals, this Court reviews a circuit court’s order granting or denying expungement of criminal records for an abuse of discretion. Also, to the extent that it is necessary to interpret statutory provisions to resolve the issue before us, our review is plenary: “Where the issue on an appeal from the circuit court is clearly a question of law or involving an interpretation of a statute, we apply a *de novo* standard of review.” Syl. Pt. 1, *Chrystal R.M. v. Charlie A.L.*, 194 W. Va. 138, 459 S.E.2d 415 (1995). With these standards in mind, we proceed to the merits of the petitioner’s appeal.

III. DISCUSSION

In his lone assignment of error, the petitioner asserts that the circuit court and ICA erroneously concluded that he is statutorily barred from seeking expungement of his charge of possession with intent to deliver a controlled substance, both when considering the plain language of West Virginia Code § 61-11-25(a) and if applying principles of statutory construction to that statute. Under the statute’s plain language, the petitioner maintains that he is eligible to seek expungement of the drug charge because, while the

⁸ Indeed, we have recognized that, generally, we utilize our established standards of review in reviewing decisions appealed from the ICA. See *In re H.A.*, No. 23-333, 2025 WL 2963193, *2 n.4 (W. Va. Oct. 21, 2025) (“This Court reviews appeals of ICA decisions by considering the relevant circuit or family court order under our well-settled standards of review.” (citing Syl. Pt. 3, *Christopher P. v. Amanda C.*, 250 W. Va. 53, 902 S.E.2d 185 (2024); Syl. Pt. 1, *Folse v. Rollyson*, 251 W. Va. 566, 915 S.E.2d 344 (2025); Syl. Pt. 1, *Moorhead v. W. Va. Army Nat’l Guard*, 251 W. Va. 600, 915 S.E.2d 378 (2025))).

pretrial diversion agreement itself was given in exchange for a guilty plea to another offense, the dismissal of his drug charge was in exchange for his compliance with the terms of the pretrial diversion agreement. And because his drug charge was not dismissed “at the time” he pled guilty to improper registration, he argues that the subsequent dismissal of his drug charge cannot be viewed as having been given in exchange for his guilty plea to improper registration. The petitioner agrees that his charge of carrying a deadly weapon was dismissed in exchange for a guilty plea to another charge and so is ineligible for expungement, but he contends that his drug charge was not dismissed in exchange for that guilty plea and so is eligible for expungement. We consider these arguments before moving to the petitioner’s arguments regarding the rules of statutory construction.

When the petitioner sought expungement under West Virginia Code § 61-11-25(a) (2012),⁹ the statute provided, relevantly, that

[a]ny person who has been charged with a criminal offense under the laws of this state and who has been found not guilty of the offense, or against whom charges have been dismissed, *and not in exchange for a guilty plea to another offense*, may file a civil petition in the circuit court in which the charges were filed to expunge all records relating to the arrest, charge or other matters arising out of the arrest or charge.

(Emphasis added.)

⁹ West Virginia Code § 61-11-25 was amended in 2024. Those amendments are not before the Court.

The issue presented here is whether the circuit court acted within its discretion in determining that the petitioner's charge of possession with intent to deliver a controlled substance was dismissed "in exchange for a guilty plea to another offense," namely, improper registration. *Id.* Before evaluating the court's action, however, we must examine the language of West Virginia Code § 61-11-25(a). When considering statutory language, "[c]ourts always endeavor to give effect to the legislative intent, but a statute that is clear and unambiguous will be applied and not construed." Syl. Pt. 1, *State v. Elder*, 152 W. Va. 571, 165 S.E.2d 108 (1968); *see also* Syl. Pt. 2, *State v. Epperly*, 135 W. Va. 877, 65 S.E.2d 488 (1951) ("A statutory provision which is clear and unambiguous and plainly expresses the legislative intent will not be interpreted by the courts but will be given full force and effect."). The petitioner contends, and we agree, that West Virginia Code § 61-11-25(a) is clear and unambiguous. As a result, the plain meaning conveyed in that clear and unambiguous statute "is to be accepted without resorting to the rules of interpretation," *Elder*, 152 W. Va. at 571, 165 S.E.2d at 109, Syllabus Point 2, in part, with words "given their common, ordinary and accepted meaning in the connection in which they are used." Syl. Pt. 6, in part, *State v. Sulick*, 232 W. Va. 717, 753 S.E.2d 875 (2012) (quoting Syl. Pt. 1, *Miners in Gen. Grp. v. Hix*, 123 W. Va. 637, 17 S.E.2d 810 (1941)).

Giving the phrase "in exchange for a guilty plea to another offense" its common, ordinary, and accepted meaning as used in the statute, the circuit court did not abuse its discretion in its consideration of the circumstances of the petitioner's plea agreement and determination that he could not seek expungement of his drug charge under

West Virginia Code § 61-11-25(a). Paragraph two of the petitioner's plea agreement outlined the three-part resolution of the petitioner's charges. First, the petitioner agreed to plead guilty to the charges of possession with intent to deliver and improper registration; second, the State agreed to defer prosecution of the drug charge and dismiss it if the petitioner complied with the terms and conditions of the pretrial diversion agreement; and third, the State agreed to move to dismiss the charge of carrying a deadly weapon. As the plea agreement's terms make clear, although securing dismissal of the drug charge required the petitioner to comply with the terms and conditions of his diversionary period, securing that dismissal *also* required him to plead guilty to improper registration. Consequently, the circuit court did not err in applying the plain language of the statute to find that the existence of the guilty plea as part of that exchange disqualified the petitioner from seeking expungement under the applicable version of West Virginia Code § 61-11-25(a). Indeed, the petitioner concedes that he cannot seek expungement of his charge of carrying a deadly weapon, recognizing that it was dismissed in exchange for his guilty plea to improper registration. A different result is not mandated for his dismissed drug charge because the bargained-for disposition of the drug charge was part of the very same guilty-plea-containing exchange. So, just as that exchange bars the petitioner from seeking expungement of the weapon charge, it renders him ineligible to seek expungement of his drug charge.

The circuit court also acted well within its discretion in rejecting the petitioner's argument that the parties' separate execution of a pretrial diversion agreement

to outline the terms and conditions of the diversionary period for his drug charge did not sever the pretrial diversion from the plea agreement or otherwise cause them to operate independently of one another; as noted in the plea agreement, those two agreements were explicitly “executed contemporaneously and *in conjunction with*” one another. (Emphasis added.) In determining that the petitioner’s drug charge was dismissed in exchange for his guilty plea to improper registration, the court considered the plea agreement and conjunctive pretrial diversion agreement together, as was unequivocally contemplated by the parties in reaching their agreed-upon resolution of the charges.

The fact that dismissal of the petitioner’s drug charge did not occur “at the time” he pled guilty to improper registration is similarly irrelevant. West Virginia Code § 61-11-25(a) includes no such temporal requirement, and

“[i]t is not for this Court arbitrarily to read into a statute that which it does not say. Just as courts are not to eliminate through judicial interpretation words that were purposely included, we are obliged not to add to statutes something the Legislature purposely omitted.” Syl. Pt. 11, in part, *Brooke B. v. Ray*, 230 W. Va. 355, 738 S.E.2d 21 (2013).

Syl. Pt. 6, *State v. Butler*, 239 W. Va. 168, 799 S.E.2d 718 (2017). The plain language of West Virginia Code § 61-11-25(a) focuses the inquiry on the existence of an exchange involving a guilty plea. Irrespective of the other specific conditions necessary to secure dismissal of the drug charge—be they complying with the terms of the alternative sentence imposed for his improper registration conviction or complying with the terms of his diversionary period—the plea agreement into which the petitioner entered and pursuant to

which his drug charge ultimately was dismissed required him to plead guilty to improper registration. Put in terms of the statutory language, the dismissal of the drug charge was in exchange for a guilty plea to another offense, however later in time that dismissal came. The circuit court's finding to that effect was not based on an erroneous assessment of either the evidence or the law, so the court did not abuse its discretion in determining that the petitioner is not eligible to seek expungement of records relating to his drug charge. See *Bartles v. Hinkle*, 196 W. Va. 381, 389, 472 S.E.2d 827, 835 (1996) (“A trial court abuses its discretion if its ruling is based on an erroneous assessment of the evidence or the law.”).

Despite recognizing that the statute is clear and unambiguous, the petitioner nevertheless also urges this Court to “interpret[]” West Virginia Code § 61-11-25(a) “through the rules of statutory construction.” He posits that had he violated a term or condition of his pretrial diversion and been convicted of the drug charge following the reinstatement of his guilty plea to it, then he would be eligible for expungement of that conviction under a different expungement statute, West Virginia Code § 61-11-26 (2020). He asserts, then, that West Virginia Code § 61-11-25(a) should be read in pari materia with West Virginia Code § 61-11-26 to reach the conclusion that he is eligible to seek expungement under the former statute, thereby avoiding what he contends is an “absurd result.” He also argues that the circuit court's and ICA's conclusions regarding his eligibility have deprived him of the “remedial purpose of the statute.”

The petitioner's effort to have this Court read the two separate expungement statutes in pari materia is unavailing. West Virginia Code § 61-11-25(a) is not ambiguous, and "[t]he rule that statutes which relate to the same subject should be read and construed together is a rule of statutory construction and does not apply to a statutory provision which is clear and unambiguous." *Epperly*, 135 W. Va. at 877, 65 S.E.2d at 489, Syl. Pt. 1. Rather, "[w]here the language of a statute is plain and unambiguous, there is no basis for application of rules of statutory construction; but courts must apply the statute according to the legislative intent plainly expressed therein." Syllabus point 1, *Dunlap v. State Compensation Director*, 149 W. Va. 266, 140 S.E.2d 448 (1965)." Syl. Pt. 3, *In re H.W.*, 247 W. Va. 109, 875 S.E.2d 247 (2022). As a result, West Virginia Code §§ 61-11-25(a) and 61-11-26 need not be considered in pari materia; instead, only the plain language of West Virginia Code § 61-11-25(a) applies. And as explained above, the circuit court did not err in applying that plain language to determine that the circumstances surrounding the petitioner's plea agreement rendered him ineligible to seek expungement of his dismissed drug charge.

The petitioner's invocation of the absurd-results doctrine fares no better. His fabrication of a set of facts under which he is eligible to seek expungement under a different expungement statute does not demonstrate that this expungement statute, applied to his set of facts, produces an absurd result contemplated by this doctrine. "Although courts should not ordinarily stray beyond the plain language of unambiguous statutes, we recognize the need to depart from the statutory language in exceptional circumstances." *State ex rel.*

Frazier v. Meadows, 193 W. Va. 20, 24, 454 S.E.2d 65, 69 (1994) (citation omitted). One of those “exceptional circumstances” is where a “literal application of the statute would produce an absurd or unconstitutional result.” *Id.* (citation omitted). But “[w]here warranted[,] a departure must be limited to what is necessary to advance the statutory purpose or to avoid an absurd or unconstitutional result,” *id.*, and the doctrine

merely permits a court to favor an otherwise reasonable construction of the statutory text over a more literal interpretation where the latter would produce a result demonstrably at odds with any conceivable legislative purpose. . . . It does not, however, license a court to simply ignore or rewrite statutory language on the basis that, as written, it produces an undesirable policy result.

Taylor-Hurley v. Mingo Cnty. Bd. of Educ., 209 W. Va. 780, 788, 551 S.E.2d 702, 710 (2001) (citation omitted). The petitioner has not met this standard, as he has not shown that his ineligibility for expungement, under these facts and law, is at odds with any legislative purpose; instead, he has only identified a result undesirable *to him*. A literal interpretation of West Virginia Code § 61-11-25(a) therefore produces no absurd result that a court need avoid.

Finally, the petitioner contends that West Virginia Code § 61-11-25(a) is remedial and should therefore be liberally construed. *See State ex rel. City of Wheeling Retirees Ass’n, Inc. v. City of Wheeling*, 185 W. Va. 380, 383, 407 S.E.2d 384, 387 (1991) (“The policy that a remedial statute should be liberally construed in order to effectuate the remedial purpose for which it was enacted is firmly established.” (citation omitted)). In *State v. A.D.*, 242 W. Va. 536, 836 S.E.2d 503 (2019), we described a different

expungement provision, West Virginia Code § 60A-4-407(b), which entitles a defendant to expungement if the statute's conditions are met, as affording "remedial measures." *A.D.*, 242 W. Va. at 542, 836 S.E.2d at 509. It is unnecessary to determine whether West Virginia Code § 61-11-25(a) is remedial, however, because even if it were, a liberal construction would not produce the result the petitioner wants. With regard to remedial statutes, we have said that "[t]hat which is plainly within the spirit, meaning, and purpose of a remedial statute, though not therein expressed in terms, is as much a part of it as if it were so expressed." Syl., *Hasson v. City of Chester*, 67 W. Va. 278, 67 S.E. 731 (1910). Having already ascertained that the petitioner is not eligible to seek expungement of his drug charge under the plain language of West Virginia Code § 61-11-25(a), the construction advocated for by the petitioner is plainly *outside* the spirit, meaning, and purpose of that statute. In other words, even if the statute is remedial, the petitioner's construction is not a liberal one but, rather, one flatly contradictive of West Virginia Code § 61-11-25(a).

Appreciating the full picture of the facts and circumstances surrounding the petitioner's entry into the plea agreement and conjoined pretrial diversion agreement, the circuit court did not err in determining that the petitioner's charge of possession with intent to deliver was dismissed in exchange for his guilty plea to improper registration. Then, applying the plain, unambiguous language of West Virginia Code § 61-11-25(a), without impermissible resort to canons of statutory construction given the unambiguous language, the court did not err in determining that the petitioner is ineligible to seek expungement of his drug charge.

IV. CONCLUSION

For the reasons discussed above, we affirm the decision of the Intermediate Court of Appeals affirming the circuit court's denial of the petitioner's petition for expungement.

Affirmed.