

FOUNDATION FELLOWS BIOGRAPHICAL INFORMATION

NAME: George J. Cosenza

ADDRESS: 1130 Market Street
Parkersburg, WV 26101

EDUCATION:

B.A. - Marietta College (1973)

J.D. - Ohio Northern University (1977)

HIGHLIGHTS OF LEGAL/JUDICIAL CAREER:

State v. Thomas, which provided that when the government performs a complicated test on evidence that is important to the determination of guilt, and in so doing destroys the possibility of an independent replication of the test, the government must preserve as much documentation of the test as is reasonably possible to allow for a full and fair examination of the results by a defendant and his expert.

State ex rel. Rusen v. Hill, which provided that a circuit court has discretion to dismiss an indictment for egregious and repeated discovery violations where lesser sanctions would be disruptive to the administration of justice or where the lesser sanctions cannot provide the same degree of assurance that the prejudice to the defendant will be dissipated.

Sheila L. v. Ronald P.M., which interpreted various provisions of the federal Parental Kidnapping Prevention Act in refusing to give full faith and credit to an Ohio order granting custody of the petitioner's son to his out-of-state father.

State v. Kaufman, which held that when ruling on a narrative under Article VIII (Hearsay) of the West Virginia Rules of Evidence, a trial court must break down the narrative and determine the admissibility of each single declaration or remark. The Court also held that the trial court must also analyze whether the declaration or remark is relevant pursuant to W. Va. R. Evid. 401 and, if so, admissible pursuant to W. Va. Evid. 402. However, if the probative value of the declaration or remark is substantially outweighed by the danger of unfair prejudice, then it may be excluded pursuant to W. Va. R. Evid. 403.

Finch v. Inspectech, LLC, which provided that a provider of home inspection services may not seek to relieve itself of liability for failure to comply with West Virginia regulations regarding standard of conduct, and, thus the inclusion of a limitation of liability provision, anticipatory release, or exculpatory clause in a contract for home inspection services, which does so, is invalid and unenforceable as contrary to public policy.

City Attorney, City of Parkersburg

City Attorney, City of Williamstown

HIGHLIGHTS OF COMMUNITY/VOLUNTEER ACTIVITIES:

Board Member, Wood County Society of Crippled Children and Adults (now the Wood County Society)

Fund raiser, Wood County Society

Member South Parkersburg Kiwanis Club

Parish school of religion teacher, St Margaret Mary Catholic Church

Member Parish Council, St. Michael's Catholic Church

President and board member, Sons of Italy

Member, Knights of Columbus

Member, Simonton Windows Scholarship Committee

Board member/donor, Committee to construct Williamstown City Pool

Member, City of Parkersburg Charter Review Committee

Relationship Lorrie Yeager Juvenile Detention Center

Board member, Wood County Public Defender Corporation

Vice President, Parkersburg Country Club