

**IN THE COURT OF APPEALS TENNESSEE
AT NASHVILLE
July 31, 2018**

**Recreated: FILED
07/31/2018 Clerk of
the Appellate Courts**

**VICKY LYNN BALLARD v. NOAH THOMAS
BALLARD**

**Appeal from the General Sessions Court for
Wilson County
No. 2016-DV-97 John Thomas Gwin, Judge**

No. M2018-01217-COA-R3-CV

This is an appeal from an Amended Final Decree of Divorce entered on November 15, 2017. Because the appellant did not file his notice of appeal within thirty days after entry of the decree as required by Tenn. R. App. P. 4(a), we dismiss the appeal.

**Tenn. R. App. P. 3 Appeal Right; Appeal
Dismissed**

Frank G. Clement Jr., P.J., M.S., Andy D.
Bennett and Richard H. Dinkins, JJ.
Noah Thomas Ballard, Hermitage, TN, pro se.
Abby Rose Rosenfeld, Nashville, TN, for the
appellee, Vicky Lynn Ballard

MEMORNDUM OPINION¹

The appellee, Vicky Lynn Ballard, has filed a motion to dismiss this appeal for failure to file a timely notice of appeal. Ms. Ballard asserts the trial court entered a Final Decree of Divorce on November 2, 2017, and an Amended Final Decree of Divorce on November 15, 2017. No post-judgment motions were filed. Under Tenn. R. App. P. 4(a), a party must file a notice of appeal with the clerk of this court within thirty days after

¹Tenn. R. Ct. App. 10 states: This Court, with the concurrence of all judges participating in the case, may affirm, reverse or modify the actions of the trial court by memorandum opinion when a formal opinion would have no precedential value. When a case is decided by memorandum opinion it shall be designated "MEMORANDUM OPIONION," shall not be published, and shall not be cited or relied on for any reason in any unrelated case. Entry of the final judgment. The appellant Noah Thomas Ballard, was thus required to file his notice of appeal on or before December 15, 2017. Mr. Ballard did not file his notice of appeal until July 2, 2018, more than six months after entry of the Amended Final Decree of Divorce.

Mr. Ballard has responded to the motion to dismiss by sending a series of emails to the clerk of this court. The Tennessee Rules of Appellate Procedure do not permit the filing of responses by email. Nevertheless, the court has reviewed and finds that Mr. Ballard does not dispute the material dates set forth in the motion to dismiss or otherwise demonstrate that his appeal was timely filed.

The time limit for filing a notice of appeal is mandatory and jurisdictional. *Albert v. Frye*, 145 S.W.3d 526, 528 (Tenn.2004); *Binkley v. Medling*, 117 S.W.3d 252, 255 (Tenn. 2003). This court can neither waive nor extend the time period. Tenn. R. App. P. 2 and 21(b); *Flautt & Mann v. Council of City of Memphis*, 285 S.W.3d 856, 869 (Tenn. Ct. App. 2008); *Jefferson v. Pneumo Serv. Corp.* 699 S.W.2d 181, 184 (Tenn. Ct. App 1985). The failure to file a timely notice of appeal deprives this court of jurisdiction to hear the matter. *Flautt & Mann v. Council of City of Memphis*, 285 S.W.3d at 869.

The appeal is hereby dismissed. The case is remanded to trial court for further proceedings consistent with this opinion. Noah Thomas Ballard is taxed with the costs for which execution may issue. PER CURIAM

JURISDICTION

SUPREME COURT - MIDDLE DIVISION
APPELLATE CLERK'S OFFICE - NASHVILLE
100 SUPREME COURT BUILDING 401 7TH
AVENUE NORTH NASHVILLE, TN 37219-1407
(615) 741-2681, Noah Thomas Ballard 636
Weatherbeaten Place Hermitage, TN 37076

Re: M2018-01217-SC-R11-CV - VICKY LYNN
BALLARD V. NOAH T. BALLARD
Notice: Case Dispositional Decision - Trap 11
Denied

Attached to this cover letter, please find the
referenced notice issued in the above case. If you
have any questions, please feel free to call our
office at the number provided.

cc: Noah Thomas Ballard
Abby Rose Rubenfeld
Judge John Thomas Gwin

IN THE SUPREME COURT OF TENNESSEE
AT NASHVILLE VICKY LYNN BALLARD V.
NOAH T. BALLARD
Wilson County General Sessions Court 2016-DV-
97, No. M2018-01217-SC-R11-CV
Date Printed: 11/15/2018 Notice/File Date: 11-
15-2018NOTICE - Case Dispositional - TRAP 11
Denied The Appellate Court Clerk's Office has
entered the above action. James M. Hivner
Clerk of the Appellate Court

PROVISION

Due Process Amendment Clause	5 th	No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a grand jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or <u>property</u> , <u>without due process of law</u> ; nor shall private property be taken for public use, without just compensation.
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Reliable Mowing & Lawn Services Need A Mow
Customer Satisfaction

615-519-9658, 731-796-0800 Date 1-24-18

Name: Noah Ballard Address 4001 Wellington
Court City Old Hickory State TN Zip 37138 615-
 513-0412 E-mail - ballard.noah@gmail.com

Mowing, Mulching, Leaf Removal, Landscape
 Maintance, & Bush Hogging

Sales Person (SR) Mowing ☒ Landscape
 Maintance Mulching Brush Hogging Frequency
 Mulching

Description of Services & Cost Estimates

Basic Lawn Services	<u>Mowing Lawn</u>	<u>Trimming</u>	
<u>Edging</u>	<u>Clean-up</u>		Estimated Cost
\$50.00			

Mulching Red ☐ Black ☐ Other

Landscape Maintenance Pruning Shrubs Bed

Maintance Removal or Planting Other Total

Estimate for Landscaping Maintance \$50.00

Bush Hogging Acres: Notes Mow as needed SUB

TOTAL \$50.00 DISCOUNT TOTAL \$50.00

Upon acceptance by the customer, to engage
 RELIABLE MOWING AND LAWN SEVICES
 TO PERFORM THE SERVICES QUOTED.
 THIS DOCUMENT BECOMES RELIABLE
 MOWING AND LAWN SERVICES WORK
 AGREEMENT TO PERFORM THE SERVICES
 QUOTED. THANK YOU

EXHIBIT
9
2016-DV-97

Vanguard

Client Services: 800-662-2739

December 31, 2011, year-to-date statement
view your statements online at vanguard.com

Your statement is now even better

We heard you. We talked to a lot of clients to find out the best way to present your account information. Everything you're used to seeing on your statement is still here, but we have made account balances more prominent and made it easier to see where account groupings begin and end. And the way your information is presented on your statement is now more closely aligned with how it's presented on vanguard.com. We hope you like the changes.

Vanguard P.O. Box 2600 Valley Forge PA 19482-2600
Noah T Ballard 4001 Wellington Court, Old Hickory, TN 37138-4657

Page 1 of 6

The Vanguard re-created evidentiarys below attests to the contrived, deceptive, deliberate, mockery of Justice; as very near the end of the trial Abby turned and faced me, stating: I agree and concur all of your received monies went into your joint bank account. Please see: 7, a., b. c., 23, PG. 5, 30, and responses thereafter. At trial, and even on re-direct examination, he continued to deny knowledge of the history or value of his accounts, past or present. Please see: 6, -8, PG. 3, 12. a., b., c., d. and 1, -2, PG. 2, 5., a., b., c. Including, Abby's Deceitful, Decree concurring Signature!

Vanguard

Traditional IRA Account Vanguard Voyager
Services 800-284-7245

Noah T., Ballard

Account Overview (Please know: The black boxes have been added by Noah T. Ballard).

Total Account Value as of March 31, 2105

\$92,604.11,

Year-to-date income Retirement Statement

Taxable income	\$0.00	2015
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Contributions	\$0.00
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Notable income	0.00	2015
----------------	------	------

Distributions	0.00	Total	0.00
---------------	------	-------	------

Balances and holdings for Vanguard, Beginning on January 1, 2012, new tax rules on taxable (nonretirement) mutual fund accounts (excluding money market funds) require Vanguard to track cost basis information for shares acquired and subsequently sold, on or after that date. Unless

\$16,617.56, Balance on 12/31/2014, \$23,090.38,
Balance on 03/31/2015, \$23,071.81

Balance on 12/31/2014, \$91,135.76, Balance on
03/31/2015, \$92,604.11 ←

March 31, 2015, quarter-to-date statement

Page 3 of 6

Vanguard

Traditional IRA Account Vanguard Voyager
Services

Noah T. Ballard Voyager Services 800-284-
7245

Account Activity for Vanguard Funds Continued
Prime Money Mkt Fund 0030-88052835041
continued

Transaction Beginning balance on 3/31/2015

Share Price \$1.00, Total shares owned 0.070,

Value \$0.07, Beginning balance on 3/31/2015

Share price \$1.00, **Ending Balance on 6/30/2015**

Share price \$1.00, Total shares owned 0.070,

Value \$0.70, Windsor Fund Inv, 0022-

88062836041, Contributions \$0.00, Distributions

\$0.00, Dividends \$260.60, Beginning balance on

3/31/2015, Share Price \$21.79, Total Shares

Owned \$1,336.429, Value \$29,120.79, Date

06/19, income dividend .195, Amount \$260.60,

Share Price \$22.36, Shares Transacted, 11.655,

Total Shares Owned \$1,348.084, **Ending Balance**

on 6-30-2015, Share price \$21.84, Total Shares

Owned 1,348.084, Value \$29,442.15

Windsor II Fund Inv 0073-88052835041,

Distributions -\$11,200.00, Dividends \$132.29

Transaction Beginning balance on

3/31/2015, Share Price \$37.28, Total shares

owned 618.879, Value \$23,071.81, 04/06 Normal
Distribution -\$10,080.00, Please know that:
 Wife's Auto Payment, was hand written on the
 original submitted copy to the TN Supreme
 Court, with an arrow pointing to the -\$10,080.00
 amount; Share price 37.61, Shares transacted -
 297.793, Total Shares owned 321.086, Federal
 withholding -\$1,120.00, 06/19 Income dividend
 .412, Amount \$132.29, Share price \$38.01,
 Shares Transacted 3.480, **Ending Balance on**
6/30/2015 Share price \$37.25, Total shares
owned 324.566, Value \$12,090.08
 June 30, 2015, quarter-to-date statement

Page 5 of 6

Vanguard


Traditional IRA Account
 Services 800-284-7245,
 Noah T. Ballard

Vanguard Voyager

Account activity for Vanguard funds continued
Prime Money Mkt Fund 0030-88052835041
 continued Transaction Beginning balance on
 3/31/2015 Share price \$1.00 Total shares owned
 0.00.70 Value \$0.07 **Ending balance on 6/30/2015**
Share price \$1.00 Total shares owned 0.070
 Value \$0.07 Windsor Fund Investor 0022-
 88052835041 Contributions \$0.00 Distributions
 \$0.00 Dividends \$260.60 Transaction Beginning
 balance 3/31/2015 Share Price \$21.79 Total
 shares owned 1,336.429 Value \$29,120.79 06/19
 Income dividend .195 Amount \$260.60 Share
 price 22.36 Shares Transacted 11.655 Total
 shares owned 1,348.084 **Ending balance on**

6/30/2015 Share price \$21.84 Total shares owned
1,348.084 Value \$29,442.15
Windsor II Fund Inv 0073-88052835041
Contributions \$0.00 Distributions -\$11,200.00
Dividends \$132.29 Transaction Beginning
balance on 3/31/2015 Share price \$37.28 Total
shares owned 518.879 Value \$23,071.81 04/06
Normal distribution Federal withholding
Amount -\$10,080.00 ("Wifes Auto
Downpayment" was handwritten, with an arrow
pointing to it on the original submitted copy.)
Share price 37.61 Shares transacted -297.793
Total shares owned 321.096 06/19 Income
dividend .412 Amount 132.29 Share price 38.01
Shares transacted 3.480 Total shares owned
324.566 **Ending balance on 6/30/2015** Share price
\$37.25 Total shares owned 324.566 Value
\$12,090.08 June 30, 2015, quarter-to-date
statement Page 5 of 6

Please know, the original "un-recreated"
evidentiary above 11a-12a, was obtained from
the trial COURT Clerk's Office. Whereas, 7a-
10a, were obtained from the TN SUPREME
COURTS Clerk's Office.

Office Depot**Taking Care of Business****Description -****Office Product/Supplies****Transaction Amount \$360.49 Card Number*********9204(Mastercard)****Purchase Date 02/15/2018, Store location 6647****(Lebanon, TN), Register 4, Transaction 8126,****Authorization Code 09201Z, 2nd Auth code N\A,****Card ID 0442576399****Customer Signature****Purchases relating to this transaction****Item # Quantity UOM Description****629376 1 Each HP,LAPTP, 14BS1530D****484404 1 Each 2YR,LAPT,200-249.9****586422 1 Each INSTORE BACKUP & M**

PG. 2, 4. At the time of trial, Wife was 61 yrs old, with some college education.

Yes, she was born Feb, 29, 1956, she's a leap year baby, we used to joke about her being under age!

Yes, I loved my Wife! I'm a college graduate via a science degree, and more than 7,000 hrs. of additional education. Judge, your biased, prejudicial, dereliction, failed to ascertain, for which you had several months to ascertain, digest, retain!

PG. 2, 5. After hearing the testimony of the parties and observing them testifying, the Court finds that Wife's credibility is excellent.

R: The Court: dishonorable Judge, Lie-yer Lisa Webb, and Co-conspirator Abby Rubenfeld.

a. Judge, Your: Ask Momma what she wants, which you exclaimed during the trial several times! (Referring to my impending ex-wife), coupled, with your very cruel, biased, distorted, derelict, dishonorable, exaggerated, grossly erroneous, injustice, prejudicial, neglectful, reprehensible, sordid, "Judgment", inequities; is most certainly demanding, and warranting Justice!

b. The accurate, appropriate, equitable, fair, honest, unbiased, unprejudiced, and Just, \$77K, to me diligently calculated by an arbitrator, mediator - Haley E. Medley, (615) 452-8030, that both my wife, and I paid \$500. each for; at Walwyn Law 1994 Gallatin Pike N #100, Madison, TN 37115; June 23, 2017, at 10:00AM. haleymedley@phillipsandingrum.com. Which, in my presence, was simultaneously agreed upon by

her, even late at night, it didn't matter, my wife was 1st and foremost!

f. The only exception was going to some of the morning treatments she had, as she asked me not go with her, that her mother and sister was visiting her there, and she didn't want me to be worried, or pacing around!

g. There was other things that I could do to help her, clean the house, pickup groceries, take care of our business needs! All of this was stated to the deaf Judge, whom sat a few feet to the left of me, as well as, my Lie-yer Lisa Webb, and Abby Rubenfeld, whom presumably coherently listened!

h. My wife had a protein that "fed" cancer cells, the medication that I made sure she took religiously and the treatments destroyed the protein, which made her likeliness of further cancer implications, very, very, low! Yes, I Loved Her! Excerpted: 39. via the Divorce Response, that was in its entirety, mailed to the Judge 11-21-17, after my Lie-yer Lisa Webb, had given it to the Judge via the documentation provided during the trial as I had instructed her too prior to the trial! 39. During her Cancer recovery, I've encouraged her, laughed with her, cried with her, and stayed always by her side, to very generously consol her! In fact, I have "worshipped" the ground that she walks on hopefully, with care not to be too excessive with my attention. We have prayed, her "lying" in my arms each night, while we kissed and hugged. And, I said the prayers, to thank the Lord for the

blessings we have, for the Lord to protect us from harm's way, and for our health and happiness to improve as time goes by. To help us become closer to family and friends, for them to know we love them, and for them to love us as well!

i. I've grocery shopped 95% of the time, changed the kitty litter, washed cloths, done all aspects of cleaning the house, laundry, vacuuming, with, or without Vicky helping. Hand washed Vicky's delicate clothing, and hung them to dry!

j. I've completely insulated the "basement", and attic, to TVA's latest recommendations, which will save us \$\$\$\$\$, heat and cooling. Completed home repairs - toilets, caulked the bathroom, and any other repairs that have been needed.

PG. 2, 7. As stipulated by both parties, Wife owned the real property at which the parties resided during the marriage and prior to the marriage beginning. I Stipulated: We lived together, and shared all expenses and payments including the home, for which we had discussed as being paid off, sold and a townhouse or condominium would be purchased for us to retire in. All of this was stated to the deaf Judge, whom sat a few feet to the left of me, as well as, My Lie-yer Lisa Webb, and Abby Rubenfeld, whom presumably coherently listened! Please see: 1,-2 PG. 2, 5. a., b., c., d.

PG. 2, 8. At the time of the marriage, Wife was working full time, and during the course of the marriage, she had three employers total (two full time and one part time job at Belmont

University, which part time job she stills holds). My wife clearly stated to the deaf Judge that she had four employers. I helped her with those employees, she supervised, coaching her on best practices, and encouraging her to encourage them, always being positive and supportive. My wife worked at Belmont University, 1 day each yr. teaching a hospitality class! I helped her collect treats for the class, and picked up some of presentation materials. I would listen to her presentation, and offer advice, as she asked me to do; always encouraging her! On occasion I would take her to, and pick her up from that class, depending upon what we had planned to do after words! Yes, I Loved My Wife!

Please see: 1,-2, PG. 2, 5. a., b., c.

PG. 2, 9. During the marriage, and despite the cancer issues, Wife earned approximately \$750,000.00 from her employment efforts.

Yes, my wife made more pay than I. However, my contributions made our contributions most certainly equal, please see Yes, I Loved My Wife! The cancer was known and successfully treated only in the last 1.5 yrs of our marriage!

PG. 2, 10. At trial, Husband was 68 yrs old, with considerable computer technology training, much of which was acquired and paid for during this marriage.

No, the conjecture above, is erroneous and misleading! I have been acquiring, attending, teaching, IT related courses, over many yrs, the 1st of which was in Dec 1971, ATU Computers, USMC, Camp Pendleton, CA. A very small

amount of money was paid for during our marriage by us, although it's still tax deductible, probably less than \$200. Government, programs, paid for the bulk of the training, and my finances before we were married!

PG. 2, 11. After hearing the testimony of the parties and observing them testifying, the court finds that Husband's credibility is poor.

Please see: 1,-2, PG. 2, 5. a., b., c., d.

PG. 3, 12. Husband enjoys excellent health; he came into this marriage with no job, one car-load of clothing, no furniture or furnishings and retirement accounts which not even he can explain.

For numerous, yrs I've tried to maintain my health, and encouraged my wife too as well, as we have walked together, bicycle rode, worked out at the gym together, swam together, etc. We even walked 25 mi. over several days each, on three of our vacations to Marathon Key FL, Washington DC, and Niagara Falls. I had moved from CA to TN, and stayed with my sister, while vacationing, and spending lost time, with family members, helping my mother whom had severe health problems, helping my brother finance some very important training needs that he had, I gave him \$1,100.00; attending IT training classes, and seeking employment via job interviews! I was taking things a day at a time, and enjoying every minute, of a very long overdue family permanent reunion with my Daughter, Son, Brother, Sister, Mother, Step Father, and Nephew! My Mother passed away

Hyundai Veloster, (via my IRA withdrawal) with Vicky's grateful encouragement, exactly like a caring, loving, husband should do! Yes, I Loved My Wife! IRA withdrawal, on 11a, \$10,080.00 PG. 3, 13. During the marriage, husband earned approximately \$325,000.00, and also began drawing approximately \$2,200.00 per month in Social Security benefits beginning August 2015. Yes, \$2,189.00

PG. 3, 14. Husband earned only \$15,586.00 during the last year of the marriage, and the Court specifically finds that he was grossly and intentionally underemployed.

a. No, I was, intentionally, attending to my wife's cancer issue which was 1st and for most, and a very painful, stressful, experience for the both of us!

Please see: 2,-4, PG. 2, 6., a., b., c., d., e., f., g., h., i., j.

b. All of this was stated aloud to the deaf Judge, whom sat a few feet to the left of me, as well as, My Lie-yer Lisa Webb, and Abby Rubenfeld, whom presumably coherently listened!

c. Also, I diligently, studiously prepared for a job enhancement and achievement objective of a CCNA.

d. Additional Mandatory, Unavoidable, Trial Activities:

e. I spent more than 100 hrs. Painstakingly collecting and providing 100%, of the requested information to my Lie-yer Lisa Webb well before the trial, some of which as far as four or five months before the trial!

f. Including going to Regions Bank, 3191 Lebanon Pike, Nashville, TN 37214, where our joint acct. was previously held, several times to pick up acct. copies and deliver them to Lisa\Jenna at Walwyn Law, 1994 Gallatin Pike N #100, Madison, TN 37115.

And, Wells Fargo, 4740 Lebanon Pike, Nashville, TN 37076, and Wells Fargo, 1712 West End Ave, Nashville, TN 37203, from which several trips were required to obtain acct. copies, from the bank manager Torry Meadows, which were also "hand carried" to Jenna\Lisa, at Walwyn Law, 1994 Gallatin Pike N #100, Madison, TN 37115!

g. I had to pay \$250 for the West End copies.

Including several emails to Brooke\Lisa of requested statement copies! Please see: 1, PG. 2, 5., a., and 14-15, PG. 3, 18. a., b., c.

PG. 3, 15. From and after the date of separation, Husband contributed nothing to the marital estate, but nonetheless, Husband testified at trial that he was currently earning more than he had ever earned in his life, that he was able to pick and choose what jobs he took, that he was turning down jobs that he did not want, and that his future earning capacity was excellent.

a. I was advised by Megan Williams, and Lie-yer Lisa Webb, that it's unnecessary to further contribute to my wife the marital estate, as we are separated and she is divorcing me!
Also, the mercilessly overwhelming by: Megan Williams - Cordell & Cordell extorting \$6,600.00, followed by Lie-yer, Lisa Webb's continued greed, and extortion!

TN Supreme Court, TBPR, Submittal: "Lie-yer Lisa Webb, On the day that we first met at your office, we sat facing each other, I had explained that I had been coerced and extorted by Megan Williams of Cordell and Cordell, for \$6,600.00, and that there was no end in sight, every few weeks she would ask for \$2,000.00 to \$2,500.00. And, that I had been recommended to you by Alice Mccloud, and her friend Allison (my daughter), whom had been extorted by Cordell and Cordell for \$20K, and had been abandoned from Cordell and Cordell when they couldn't pay any more. I had mentioned, that I had told Megan Williams that, I wanted to know how much that costs of the divorce would be, as I feared possible bankruptcy and ending up penniless because of the unbridled incessant greed. Megan had said: I have seen it go as high as \$100,000.00 to \$200,000.00 dollars, with no regard to my concerns, fears, whatsoever! After I discontinued, Megan's deceitful, failure to initially disclose the: "I have seen it go as high as \$100,000.00 to \$200,000.00 dollars", I requested that my funds \$6,600.00 be returned to me. Which, prompted Megan's clone, Mathew Bowen to aggravate, coerce, and harass, me further, via several USPS mailings demanding, yet more \$\$\$.

"You said: that it was well known that Cordell & Cordell would bring their clients to about \$20,000.00 and leave, abandon them, as they couldn't afford to pay more. Also, you assured me that you would never do anything like that! **You said:** that we were half way

through the divorce process, and that your fees, at most would be \$3,000.00 to \$5,000.00., you couldn't see it being any more than that! After, \$20K, of Your coerced, insatiable greed, and merciless, extortion, later, the stench of Your incessant, unbridled, unrelenting, greed is nauseatingly overwhelming!"

b. After which, my Lie-yer Lisa Webb, attempted, but, conceded and failed to extort an additional 8K from me, via TN Supreme Court, TBPR, Communications!

Yes, my contract job with FS24\7, pays more per job than mostly I've earned previously. I can and will turn down jobs, that are not appropriate, or convenient, or uncomfortable, for me, as that is the purpose intent, and nature of the FS24\7 offering! I Truly believe that my earning potential is excellent, and will improve over time, as my dedication, CCNA completion, and skill set proportionately improves!

I truly regret having haplessly spent and "wasted" money, in the form of "court" costs, as The court: dishonorable you, Judge, Lie-yer Lisa Webb, and Lie-yer and Co-conspirator Abby Rubenfeld.

PG. 3, 16. Husband also testified the he"...earned \$700.00-\$900.00 just the other day for six hours "work", and he also continues to draw his Social Security retirement benefits.

Yes, that one instance, may be true, However, it wasn't an invitation to exploit, or parasite me; that particular income option may not avail itself for months or yrs before I may or may not

experience it again! Please see: 1,-2, PG. 2, 5., R:,a., d. and 9, 11, PG. 3, 15., b.

PG. 3, 17. Wife testified that Husband was a compulsive spender during the marriage, one example given was Husband's insistence in buying a riding lawn mower to use on his Wife's one-quarter acre lot. a. Our Home: was a one acre lot! Ref: Correct Home Facts:, via link - https://www.zillow.com/homedetails/4001-Wellington-Ct-Old-Hickory-TN-37138/80363222_zpid/?fullpage=true. b. My clear vocal explanation given to the deaf "Judge" during the court: I bought a riding lawn mower, as I had never owned a riding mower in my entire life. I had discussed it with my wife on several occasions, starting about a year earlier. It kept me from being in the sometimes 100° heat too long, as it cut down the time by 1.5 hrs. which minimized my exposure, including lawn trimming 1.5 to 2 hrs, blowing the cut grass from the sidewalk, driveway and the street, in the same hot sun. At 68 yrs old, I was certain that I deserved that very significant amount of relief! The riding mower, was used on our property, our home, only! (Previously, occasionally, I would feel dizzy, and light headed, due to the heat, which Prompted, the riding mower Purchase). The mower cost about \$550.00, bought at Tractor Supply, very near our home, which I shopped around for very carefully, prior to purchasing. The averaged costs for weekly lawn care is \$49.30, as shown below. (Please know the current prices have been

typical for many yrs, as I owned property on Dowdy Drive, Antioch, TN). And reveal, that my lawn services, as Husband, and 1\2 of the marriage, for approx. 12.4 yrs, was very cost efficient, and well deserving, worth my peace of mind, my physical well being, and health, free of excessive heat exposure; which eliminated the need for lawn services. Over a period of 12.4 yrs, saving, obviating \$13,449.04, details: Lawn mowing months in TN: From the middle of April to the last of Sept., approx. 5 months., and 2wks = 22 wks, at \$49.30 (the AVG weekly, lawn care costs, from 3 Lawn Services, shown below), for 4001 Wellington Court, Old Hickory, TN 37138. Per wk = 22wks X \$49.30 = \$1,084.60 X 12.4yrs = \$13,449.04, which is what I\We saved by Me\I, doing the lawn instead of paying for a service! It most certainly, was a best practice, contentious, cost efficient, dedicated, well earned, well deserved, and very sincere, unselfish, consideration for my comfort and health (avoiding heat exhaustion)! LAWN SERVICES: Gregg White Lawn Services, 1-26-18, 615-587-0747, costs for 4001 Wellington, Court Old Hickory, TN 37138. \$140.\mo. \$140.\4 Wks = \$35. Wk. Reliable Mowing & Lawn, Estimate, on 6a, Nashville Landscaping, Lawn Care Service in Nashville, TN, 4434 Juneau Dr, Hermitage, TN 37076, (615) 210-5139, costs for 4001 Wellington Court, Old Hickory, TN 37138. \$60.00 WK. In fact, the Judges "Repeated" Perpetual Perpetrating Lie: Compulsive Spender Is

Abundantly Evident in the following, (excerpted from the divorce response, as described below), as I mailed the complete version to you (Judge) separately, on 11-21-17, and it was given to you during the trial, and prior to the trial, via Lie-yer Lisa Webb; for which you had several months to ascertain, digest, retain! Including the Bold below, 36. Vicky 20. I helped Vicky shop for clothing, as she appreciated my advise as to what looked good on her, and I would surprise Vicky with new clothing pajamas, night gowns, socks, blouses, knowing what she liked, by placing them on the far right of her clothing rack, so she could find them after showering. I picked my clothing from out of season Macy's, and Goodwill, to allow saved money to be allowed for paying off our home and our cars, so that we could live comfortably when we retired, and until the Lord called us home, as we had discussed several times during our marriage. Clearance became my "brand" of choice as a

result. 36. Vicky is very Careless, and Wasteful, for more than three yrs she has chosen to have her dry cleaning done at Joy Cleaners, on her way to work, instead of having it done free by Gaylord a very short distance from the front door of her office location. It would save us \$800.00 per year, or Approx. \$2,400.00 thus far!

PG. 3, 18. Husband handled his own retirement accounts, and made "sometimes large" withdrawals therefrom; he withdrew a still unidentified amount from his retirement account(s), such that the parties owed \$7,800.00

on their joint federal tax return for the year.

a. The money was carefully, thoroughly discussed and agreed upon with my wife, and was entirely deposited into our joint checking acct, and always used for our best interests, debts - 10K paid on her Hyundai Veloster, via my IRA; emergency needs, recreation, vacations, travel, solely, at our discretion! \$10,080.00, on 11a, I Loved My Wife!

b. I did the taxes, as I had for many yrs, using H&R Block, or Turbo Tax, filing services, which were accurate, honest, and accepted by the IRS!

c. I generously, lovingly, unhesitatingly, unselfishly, voluntarily, dedicated my retirement \$\$\$\$, which 96% or 97% more was earned before our marriage. And, wholeheartedly did with all of my resources, as we deemed necessary, from the time we met until the time we separated! Yes, I Loved My Wife! Please see: 1-2, PG. 2, 5., d. and 6-8, PG. 3, 12. a., b., c., d.

PG. 3, 19. Husband spent much time in the marriage development of an invention he called Winnie Wipes his investment, time and effort, and money did not produce any results.

a. I spent 3-4 days, on the Winnie Wipes, of the 12 yrs. and 4 Mon. that my wife and I were together.

b. Most of the conception time was done prior to our marriage over a period of several yrs solely as a hobby, as leisure, recreational, time availed.
 $1 \text{ yr.} = 365 \text{ days} \times 12 \text{ yrs.} = 4,380 \text{ Days} + 4 \text{ mon, (30 days, per month)} = 120 \text{ Days} + 4,380 \text{ Days} = 4,500 \text{ Days. } 1.75 \text{ days (the AVG of 3-4 Days) =}$

.01%, and far less than the time I dedicated to my wife and the success of our marriage as disclosed below, (Divorce Response) which was sent to you, Judge in its entirety on 11-21-17.

c. The patent was discontinued more than 5 yrs ago!

d. The fee for the uncompleted "patent" was \$415.00. which, is also negligibly and far, far, less than .05% of our disposable income we earned! My income alone was more than \$325K, plus the Social Security I earned at approx. \$2,189.00\month. e. PS Had the visualized Winnie Wipes \$20,000.000.00 materialized, it would have been most certainly shared with my wife: Please See 14-15, PG. 3, 18., c.

e. As, we shared our joint bank Accts.
Everything I had was my wife's as well! Yes, I Loved My Wife!

PG. 3, 20. During the Husbands lengthy battle with the United States Patent Office in seeking a patent for his invention, he valued this invention at \$20,000.000.00.

A biased, prejudicial, grossly erroneous, distorted conjecture, emended via 15,-16, PG. 3, 19., and Evidentiary: a., b., c., d., e.

PG. 4, 21. The Court believes that Trial Exhibit 2, a long letter from Husband to the Patent Office and copied to several public officials, provides little assistance in valuing this marital asset, but is revealing in other ways. Please see: 15-16, PG. 3, 19., a., b., c., d., e., and 1,-2 PG. 2, 5., R; a., b., c., d.

PG. 4, 22. Although Wife Proposed that the value of this asset is the \$20,000.000.00 claimed by Husband, the Court finds that any value was short-lived, and is now zero.

N\A

PG. 4, 23. Husband insists that he is entitled to some portion of the equity in the Wife's pre-marital real estate, with the pre-marriage and current values stipulated by the parties in trial exhibit 1.

Please see: 1,-2, PG. 2, 5. a., b., c., d.

PG. 4, 24. Husband's testimony about his contributions to the increase in the value of the separate real property of Wife is unconvincing, at best: he testified that he placed corrugated plastic drain pipes on the down spouts, laid out on the top of the ground, to drain the water away from the house, and spent "30 to 40" hours doing that one project which is simply not possible.

And, 1st having two "drain Specialists" to come to our home and advise using a sump pump (very expensive \$1,700.00) to drain away the extraneous buildup of water in the basement crawl space, that occurred during heavy rains, and would over time cause damage to the foundation where the water typically accumulated. Which, every four yrs, or so would require digging the pump up to check its condition, another expense of \$400. to \$500. And, going to Home Depot and Lowes to discuss, and obtain the required plastic drain pipes. And, by using a heavy ladder, which required moving from the garage, to several different positions,

enabling the removal of the plastic inserts previously placed and sealed via "flex seal" above the downspouts, and removing debris that the drains had collected. And, carefully attaching, the corrugated plastic drain pipes, and positioning them allow the optimum water drainage route; followed by spray painting them green, closely matching the adjacent grass, which, required three spraying path efforts, throughout the length of each of the corrugated plastic drain pipes, allowing it to dry each time. And, handling the dry portion allowing the remaining portions to be painted, allowing the corrugated plastic drain pipes, to be well "hidden" in the grass!

PG. 4, 25. Husband's credibility regarding his contributions involving the real property is very poor.

a. You! Judge, were given the following excerpted information via the Divorce Response, during the trial, via Lie-yeer Lisa Webb, and I mailed it to you in its entirety, on 11-21-17!

b. Improvements c. 32. below, and pgs 19-25 You, Judge, had several months to ascertain, digest, retain!

c. 32. Sledge Hammer Yard Work - I bought a sledge hammer at a local antique shop, and almost daily, I would hammer the large rock (20 to 30 times, careful not to over extend myself) that protruded upward through the grass, and made the mowing of the grass via the "riding" mower not scraping the cutting blade. I was able to after several months, reduce the rock (small

fragments at a time).

d. 34. Our neighbors Mickie, and Wendy, Angela, 615-585-3879, 1931 Duneden, Old Hickory, TN 37138, Tel. 615-585-1931; Darrel and Judy, McKissack, 615-758-3133, 615-210-4390, 1924 Duneden, Old Hickory, TN 37138, Christi, and AJ (recently moved in), 4002 Wellington Court, Old Hickory, TN 37138, can attest to the fact that I mowed, mulched, and trimmed weeds (on rare occasion Vicky would help pull weeds), for more than 11 yrs.

e. 44. Precarious, Danger - A tree next to our bedroom stood 4 to 5 times higher than the house roof 120' to 150' high, and leaned toward the top of the house above our bedroom. Branches kept falling from the tree and damaging the patio deck; on one occasion two or three of the large wide deck "railing" boards had to be replaced due to damage from a very large fallen branch. I replaced the damaged boards, but the fear of damage to that part of the house, and injury or death, as we slept in that bedroom, and a storm, or powerful winds could "push" the tree to topple, on us, and injure or kill us while we slept.

I arranged for a tree removal team (out of 3 or more candidates) to chop the tree down, cut it up into 15 or 20 pieces (that weighed up to 200lbs. or so each), to load them into a truck, and haul them away. Included grinding away the roots also. This occurred at a time when the economy was "bad", and required getting the best service, for the best reasonable price \$500.00.

f. 45. Reflective Street Address, someone in our neighborhood had a reflective paint that listed the street address - 4001, that could be seen at night - for FedEx, UPS, parcel deliveries etc. It cost \$10.00, and ours was very well done.

g. 46. I annually re-mulched the lawn islands, removed mushrooms from the lawn, (The wife said they looked like penises), and treated the lawn for moles, as necessary. This included, scheduling the lawn services, to treat the lawn, 4 to 5 times annually, and to rent an aerator, from Home Depot to aerate, the lawn every three or 4 yrs, (a very strenuous, exhausting job).

h. 47. A new HD home roof.

i. *2. It has a new foundation repair\re-enforcement, \$6,000.00

j. *3. It has all new energy efficient windows installed by Window World, \$5,856.00

k. 4. It has insulation repair, reinforcement to TVA standards, I installed it making the home far more energy efficient, decreasing heating\cooling bills, costs \$400.00!

l. *5. It has a new energy efficient Trane air conditioning\heating unit, that I paid for \$5,600.00. via my 401k\IRA.

m. 7. New carpeting and wooden flooring throughout the house, Vicky and I chose the colors, and I found a wooden floor installer, after talking to several of my work colleagues, whom came highly recommended by them as they had their wooden floors installed by him, and his installation price was \$500.00, to \$700.00 less than competitors.

n. I helped with the installation by carrying the flooring wood into the house, and installing all of the trim throughout all of the flooring areas.

o. 8. My unemployment that supported our home, and living expenses while we both were unemployed simultaneously for several mos.

p. 9. A defective water heater \$900.00 including fixtures, that had to be replaced, and installed by me and two others - Ken Peterman, Marvin Butler.

q. 13. I built a loft, by extending the 5/8" ply wood in the attic by about five ft. which allowed us to store more Christmas, Halloween, Thanksgiving, decorations, and suit cases.

r. 14. I decorated our roof with Christmas lights, every year, except those when we were out of town; it was a very precarious, and strenuous occasion as I had to climb a ladder up to 30' high, and carefully, frightfully, often shakingly, attach the lights from the back of the house around to the front of the roof edge. But was well worth the effort, because it made Vicky smile!

Also, I decorated the lawn for Thanksgiving, and Halloween for the same reason!

s. 15. One day we were at a yard sale, and I walked around the side of one of the paintings, and noticed a very unusual painting, that I had never seen before. I motioned for Vicky to come and take a look, she did and exclaimed "quietly" that she had tried to buy the painting several yrs earlier, but that it was beautiful and based upon a movie and was too expensive costing several hundred dollars. I asked the lady selling the

painting how much I could buy it for, she said \$25.00. Of course, I bought it and hung it up on the dining room wall; it made Vicky smile! Yes, I loved My Wife

t. 21. I did all the maintenance around the house except for some of the painting, which I negotiated a very reasonable price, that we could easily afford.

u. 22. I replaced light bulbs throughout the house and garage using the energy efficient bulbs that had been recommended by TVA, and in some case had been given to us by TVA; this included collecting the rebates information for tax write offs, via TVA, and the IRS, and completing the taxes accordingly.

v. 23. I climbed a ladder and dusted the ceiling fans, and also replaced the ceiling fan in the bonus room and living room.

w. 24. I placed a bar rack across the space above the clothing washer and dryer, to make hanging the cloths on coat hangers, after drying much easier to carry from the "pantry" area to the bed rooms.

x. I affixed hooks outside the door from the garage, to hang brooms, dust pans, etc. for easy usage.

y. I organized the garage with racks, and peg boards for easy tool access - mowing the yard, hanging pictures, insulating the door jams, etc. via a ladder, I removed and dusted the artificial plants that were located above the dining area.

z. 25. I removed the coating on the drive way, and pressure washed it, then filled the cracks

with adhesive sand, allowed it to settle, then recoated with sealant every two or three yrs.

a.a. I had the worn and damaged mailbox replaced with a black rustproof, life time warranted mailbox that has held up tarnish free for more than 4 yrs.

b.b. 26. I pressure washed the patio deck (a very strenuous and very exhausting activity), and re-coated it with weather proof paint from Home Depot, because it made Vicky happy, and it was another of many, many, many, dedications toward our comfort and happiness.

c.c. 27. I picked up the mail almost every evening and sorted it large to small, and placed it on the kitchen countertop, for easy access for Vicky to pay the bills.

d.d. I arranged for commercial trash pick-up, as Vicky had been dumping her trash in nearby apartment complex dumpster for many yrs prior, going to and from work!

e.e. I took the trash out of the house and placed it into the Green "rolling" container, and replaced the liner 95% of the time; and every Thursday I would roll out the large green trash container, for curb pickup, except on rare occasion when I would forget, and Vicky would roll it out.

f.f. 28. I selected a handy man from 3 choices, that replaced several hail damaged housing side panels.

g.g. I repaired settling cracks, in the brick mortar, on the front of the house, per the recommendations of home depot.

h.h. I plunged the two commodes, on the very occasional times they were "overloaded."

i.i. 29. I re-enforced the patio deck with brackets that were placed in weak, or very poorly supported joints, to increase the durability, strength, and longevity.

j.j. 30. I painted the front yard, brown rusted water meter "canister" water proof purple, as it was Vicky's favorite color.

k.k. 31. I placed insulation "caps" over the outside water spickets, closed the crawl space vents as late fall arrived, removed the "caps", opened the vents, as spring approached; to help keep the house warm during the winter, and cool during the summer.

PG. 4, 26. There's no proof in the record that the other projects on the Wife's separate property were anything more than routine maintenance that a person would perform in any residence they occupied. Your lackadaisical "Judgment", as Clarified in responses: **PG. 4, 27.** The court finds that the sole and exclusive reason for the increase in value of Wife's separate property located at 4001 Wellington Court, Old Hickory, TN Wilson County, Tennessee 37138, comes from fair market conditions, and not from any direct or indirect contributions by Husband.

Both my Wife and I lived at 4001 Wellington Court, Old Hickory, TN 37138,; Wilson County, TN for 12 yrs and 4 months, Sharing All Expenses, Including The House Payments The Several Maintenance, and Improvements, Above and Beyond Maintenance, rendered our

shared property, at the top of the market value, as described below, bold prefaced: You, Judge, Had Several Months to Ascertain\Digest\Retain! Please See: 18-24, PG. 4, 25., a., b., c., d., e., f., g., h., j., k., l., m., n., o., p., a.a., b.b., g.g., i.i., j.j., k.k.

a. 34. Lastly, when I purchased the Air\Heating unit, as previously described 18, PG. 4, 25., 20, 1. after it was installed, I carefully cleaned and Flex Sealed, the Interfaces from the Device to the Adjacent Walls, and Concrete Foundation, so that water intrusion, corrosion, debris, etc. wouldn't accumulate, and gradually damage, or degrade the efficiency of the Newly installed unit.

PG. 4, 28. Wife's entire retirement portfolio was earned during the term of this marriage and is marital property.

Yes, Yes, Yes, Yes, Agreed! Please see: 1,-2, PG. 2, 5., a., b., c.

PG. 5, 29. Husband had some pre-marriage accounts, but he failed and refused to disclose all of them in discovery, and also failed or refused to provide complete documentation of the history of retirement accounts. Please see: 6,-8, PG. 3, 12., a., b., c., d.

PG. 5, 30. At trial, and even on re-direct examination, he continued to deny knowledge of the history or value of his accounts, past or present. Please see: 6,-8, PG. 3, 12. a., b., c., d. and 1,-2, PG. 2, 5., a., b., c.

PG. 5, 31. The Court finds that at all times material to this litigation. Husband had the free

time and ability to prepare and submit the requested and required information regarding his retirement accounts, but for whatever reason, and presumably as a litigation tactic, he failed to do so. Please see: 1,-2, PG. 2, 5., R:, a., b., c., d. and 6,-8, PG. 3, 12. a., b., c., d. and 8,-9, PG. 3, 14., a., b., c., d., e., f., g.

PG. 5, 32. A common response by Husband at trial when asked about assets or values was "I don't have any paperwork with me", Husband woefully failed to carry his burden in the regard. Please see: 1,-2, PG. 2, 5., a., b., c. d. and 6,-8, PG. 3, 12. a., b., c., d.

PG. 5, 33. While each party submitted pre-trial memorandums, neither complied with Rule 15 of the Local Rules of Court, and there was no specific exhibit of property, values, or proposed distributions. **Lie-yer Lisa Webb's flagrant derelict is woefully, evident!** You! Judge, were given the following excerpted information via my Divorce Response, during the trial, via Lie-yer Lisa Webb, and I mailed it to you in its entirety, on 11-21-17! Please see: 12, PG. 3, 17, a.

Payments to: Wells Fargo Bank, Oakwood Commons, 4740 Lebanon Rd, Hermitage, TN 37076, Ph:(615) 871-2040, Monthly Payment: \$1,129.28, Initial Financing at: Wells Fargo Bank, 2701 Wells Fargo Way, Minneapolis, MN 55467. Ph: 1-800-443-3498, Loan 0105064604, Acct: 5238667546. Loan Amount: \$126,000.00, ID Code: 229503640, Lender case: 010506404, Pay Months: 119165.00, Interest Rate: 4.5%, Estimated Balance: \$70K, Estimated Values:

10/12/16, \$249K, Trulia Est. 10/12/16 \$247,637 Zillow Est. Please know that the 4001 Property is at the top of the market in value. Also, paid from my 401K\IRA was another \$30K used for an east Caribbean cruise, a west Caribbean cruise, and several other needs, as the occasions arose, all with Vicky's expressed appreciation. Please see: 18, PG. 4, 25., 20, 21, h., i., j., k., l, m., n., o., p., q., 24, i.i.

M2018-01217-COA-R3-CV, Trial Exhibits Retrieval 8, PG. 3, 14. d., e., 9, f., g., 7a-12a, excerpts, and preliminary preparation. Copies of documents given to John T Gwin during trial, 2016DV97.

Email recreations: Noah Ballard Mon, Aug 13, 1:14 PM (3 days ago)

Hi Amy, Please advise me on the best way to obtain copies of the documents given to John T Gwin, during the trial. PS I can make the copies as may be convenient **Amy Conatser** Mon, Aug 13 3:26 PM (3 days ago) to me

Any documents received by the Court during the trial would have been made trial exhibits, and those are kept in the Clerk's office. You may want to call ahead so they can have the file and exhibits already pulled for you, but you are welcome to review/copy them at the Clerk's office. If you don't have the Clerk's telephone number handy, it's (615) 444-2042. Amy S. Conatser, Assistant to Judge John Gwin
General Sessions Court, Division III
134 South College Street, Room 104
Lebanon, Tennessee 37087 ref. Pg. 1/2

From: Noah Ballard
[mailto:ballard.noah@gmail.com]
Sent: Monday, August 13, 2018 1:15 PM
To: Amy Conatser
<Amy.Conatser@wilsoncountyttn.gov>; Amy
 Conatser **<Amy.Conatser@wilsoncountyttn.gov>**
Subject: Copies of Documents Given to John T
 Gwin during trial, N0. 2016DV97

Hi Amy,

Please advise me on the best way to obtain
 copies of the documents given to John T Gwin,
 during the trail.

PS I can make the copies as may be convenient.
N0. 2016DV97

Pro Se Noah T Ballard ref: Pg. 2/2

After receiving the very welcomed email
 response above, from Amy, On 8-16-18, I called
 (615) 444-2042, and spoke to Court Clerk,
 Ashley. Ashley, said it would be no problem
 getting the copies at 50. cents each. I went to the
 General Sessions Court, Division III, 134 South
 College St., Lebanon, TN 37087, clerk's office
 and met with Ashley, whom gave me the entirety
 of the very large volumes of exhibits. Later, as I
 gave Clerk, Megan Swank, the Vanguard acct,
 14 pgs., taken from Exhibit 9, which were given
 to the clerk, via **Petition to Review, Court of
 Appeals, Filed 8-16-18:** After, Megan made the
 copies, she mentioned that all of the Exhibits,
 had already been sent to the Appeals Court, as it
 was typical practice. **Please see: 7a,-12a.**

Thus, Please know that the referenced copied
 pgs. above confirmed what I stipulated in the

FINAL DECREE OF DIVORCE, responses as listed, below, scrupulously compared, verbatim, with the submitted copied 7a,-12a, Attest, and are Evidentiary to the Accuracy, Integrity, and Trustworthiness, I've Judiciously and Reliably Provided: Please see: 6,-8, PG. 3, 12., a., b., c., d.; 14-15, PG. 3, 18., a., b., c.; 25-26, PG. 5, 29.; PG. 5, 30.; PG. 5, 31.; PG. 5, 32, and the responses thereafter.

I didn't ask for any other copies to be made, as the entirety of Exhibit 5, (about 5" thick), which I had previously collected, and provided as described below, and confirmed by: Please see: 8,- 9, PG. 3, 14. c., d., e., f., g.

Please know, that the hand written: Exhibit 9 re: my Wife's auto down payment, on 11a, were submitted 8-16-18, to the TN Supreme Court Clerk, at 401 7th Ave. North, Nashville, TN 37219-1407, as initially provided by me, Noah T, Ballard. As, the entirety of Exhibit 5, and Vanguard, Exhibit 9, was initially provided by me also.

Please know that deceptively, reportedly, the divorce trial transcripts were destroyed, inaccessible by Court Reporter, Susan Martin's non-functional laptop hard drive as described in emails shown below. Lie-yer Lisa Webb's Court Reporter, Susan Martin (615) 969-5113.

Although, I'm an IT guy, and have previously successfully recovered "lost" data from PCs\HDD (Hard Disk Drives), and I freely, volunteered to attempt data\transcript recovery from Susan's PC\Laptop.

from: Susan Martin
<smartincourtreporter@yahoo.com>

to: Noah Ballard
date: Apr 3, 2018, 12:31PM
to: Noah
Ballard<ballard.noah@gmail.com>

subject: Re: Secure Data Recovery
Case No. 146129 / Unsuccessful
Recovery

mailed- yahoo.com by: signed- yahoo.com
by:

They took the hard drive out and tried to retrieve the data and it failed. It was via what looked like a usb that connected to another computer. They didn't do any extensive recovery like Secure Data.

from: Noah Ballard
<ballard.noah@gmail.com>

date: Apr 3, 2018, 2:03 PM

subject: Re: Secure Data Recovery Case No.
146129 / Unsuccessful Recovery

mailed- gmail.com

by: Important according to Google
magic.
Who are they?

Can you please email me their bill, invoice, report, services provided, task description, as that should be very carefully descriptively, detailed, as "they" did take your money?

From: Susan Martin
<smartincourtreporter@yahoo.com>

mailed-by: yahoo.com
signed-by: yahoo.com

It was at office max in Lebanon. No description of what they did. I stood and watched him.

from: Noah Ballard
<ballard.noah@gmail.com>

to: Susan Martin
<smartincourtreporter@yahoo.com>,
trdiscenza@att.net

date: Apr 5, 2018, 9:18 AM

subject: Re: Secure Data Recovery
Case No. 146129 /
Unsuccessful Recovery
mailed- gmail.com by:

: Important
according to
Google magic.

It doesn't. It just says
586422 In store
backup\$69.99

Ultimately, Susan's very conflicting, contradictory, deceptive, uncooperative, (after several requests, she failed to provide a copy of her receipt, as shown above on 13a, that subsequently, I obtained via Office Max's receipt dept. cooperation) and her untrustworthy, responses thoroughly discouraged, and dissuaded, me from further assistance in a recovery pursuit; and are shown below, via a copied Email\Attachment:

from: Noah Ballard

<ballard.noah@gmail.com>

to: trdiscenza@att.net,
Cheri Weaver <cweaver@tbpr.org>,
Lisa Webb
<LisapWebb@yahoo.com>,
Susan Martin
<smartincourtreporter@yahoo.com>,
complaints@tbpr.org

date: Apr 18, 2018, 10:44 AM

subject: Re: Secure Data Recovery Case No.
146129/Unsuccessful Recovery

gmail.com by:

mailed-

Yesterday morning, I spoke with Office Depot, Celine Husband, at 1-800-721-6592, receipt department, regarding the receipt on 13a. Celine explained to me, that the 586422 entry, was for the \$69.99 fee for "successfully" copying the files from an "old" PC, to the new laptop

629376, also shown on 13a above.

Celine said, that I could get onsite confirmation by calling to further confirm this fact. After which, I spoke to Brittany, at 1-615-547-0071, at the 415 S. Cumberland, Lebanon, TN 37087, Office Max.

Please know, the **Black** enclosed: No Description of what they did. I stood and watched him. And: 586422, above has been added to the email, herein, by me Noah T. Ballard, which Clearly, Undeniably, Contradicts the inclusive **586422**, receipt I obtained, from Office Depot, records dept. shown on 13a below. Also, this text box has been added Depicting Accuracy, Clarity, and Honesty, as the receipt I obtained was a duplicate, of the one Susan had been given, which she denies, the reliable, and thorough, details "as shown" saying it contained only: It doesn't. It just says 586422 In store backup

Where, the receipt, on 13a, was paid for by Susan Martin, (via Susan's confirmation emails previously received, specified); confirming the 586422, entry was clearly indicating a successful copying of all files from the laptop (Susan, had described in her previous emails, shown above), as being defective, and an unsuccessful, failure to copy files prevailed!, and, clearly was evident by the receipt, and \$69.99 payment). For clarity and certainty, I asked Brittany: What if the files couldn't be copied? She replied: Then, no money \$69.99, would be charged, we never charge for something we cannot do!

PS: The INSTORE BACKUP & M, M = Migration, as confirmed by both Celine, and Brittany. Office Max - Celine's, and Brittany's; vs Susan's explanations are conflicting, contradictory, and diametrically opposing, as shown above via Susan's previously received email responses!

Summation1: Careless, deception, grievously, misleading, negligence, via Lie-yer Lisa Webb's, Court Reporter Susan Martin, is flagrantly, and maliciously, evident! The explanations provided by Office Max - Celine, and Brittany, are routine and typical, Best Practices, when replacing a new PC, with an Old PC. I'm an IT guy, with 30+ yrs experience, I've performed the copying, migration of files from one PC to another numerous times. It's basically an IT industry Best Practices, and Honesty, "Standard", in that context, I never charge anyone for unsuccessful, copying, migration attempts!

Eye Witness: Please Know, My Sister, Barbara A. Bowman, was present during the entire divorce trial, and attests to all divorce trial communications, and interactions Transcribing, Notarized, on 14a, above.

PG. 5, 34. Wife desires to be restored to her pre-marriage name of "Vicki Lynn Garner" Her name is Vicky. I asked for her name to be changed to Garner from Ballard, via an email to Lie-yer Lisa Webb, months earlier!

Legend: Bart: Vicky's son, Becky: Vicky's sister, whom is deaf, but can be understood by

expressions, lip reading, mannerisms, and vocals.

INTEROGATORY No. 22: Please describe with specificity any and all complaints you have with your Wife (intended to include for each specific incident of misconduct you allege to have been committed by her such information as the dates of the incident, and the identity of all persons who witnessed and/or have knowledge of each of the incidents which you have listed.

It's with excruciating pain that I write the following: 1. My wife has left me over night on three separate occasions. One Friday evening she called me from work, saying while laughing that she was going out of town to visit a sick friend, then she "hung" the phone up. I was shocked and bewildered by her call.


I tried to call her back, several times but there was no answer. Later that evening I went to Murfreesboro, to visit with my brother and sister, and to briefly discuss the call with my sister.

We began playing cards, but I was very distressed with the call and managed to continue playing for a while. Vicky called me while we were playing and said that she would be back in town the following evening and then "hung up" the phone. After a while, I got very tired and decided to leave and go home. During my ride home, I thought I might go by the Lake House, at 126 Baywatch Place, Gallatin, TN, and check, as Ken and Anita (Vicky's Parents) were out of town, and it would be something to do before

= \$16K, via Megan Williams, Cordell&Cordell.

Most Emphatically, Dutifully, Judiciously,
Praying, Respectfully, Sincerely, and Trusting,
That Justice Shall Prevail! IN GOD WE TRUST!

Hapless, Pro Se, Victim, Semper Fi


Noah T. Ballard