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VIRGINIA:

In the Supreme Court of Virginia held at the Supreme Court Building in the City of Richmond on Tuesday, the 13th day of January, 2026.

THOMAS RICHARD WARD,

APPELLANT,

against

Record No. 250526

Court of Appeals No. 2224-23-4

BEST BUY STORES, LP, ET AL.,

APPELLEES.

FROM THE COURT OF APPEALS OF VIRGINIA

Upon review of the record in this case and consideration of the argument submitted in support of and in opposition to the granting of an appeal, the Court is of the opinion there is no reversible error in the judgment complained of. Accordingly, the Court refuses the petition for appeal.

Upon consideration whereof, the Court denies appellant's motion for judicial recusal and all relief requested therein.

A Copy,

Teste:

Muriel-Theresa Pitney, Clerk

By:

Ervin Fajalic

Deputy Clerk

VIRGINIA:

In the Court of Appeals of Virginia on Monday the 19th day of May, 2025.

Thomas Ward,

Appellant,

against

Record No. 2224-23-4

Circuit Court No. CL21001923

Best Buy Stores, LP, et al.,

Appellees.

From the Circuit Court of the City of Alexandria

Before Judges Ortiz, Raphael and Senior Judge Annunziata

Appealing the circuit court's summary judgment for Best Buy Stores, LP, Thomas Ward, *pro se*, claims that the circuit court "reached a predetermined outcome" and "lack[ed] justice" by failing to apply federal and Virginia "codes regarding Consumer Protection Acts." Ward raises five assignments of error. Some are unreviewable or procedurally defaulted. The rest lack adequate legal support. Finding Ward's appeal "wholly without merit," Code § 17.1-403(ii)(a); Rule 5A:27(a), we dispense with oral argument and affirm the judgment.

BACKGROUND

"Under well-settled principles, we review the record applying the same standard a trial court must adopt in reviewing a motion for summary judgment, accepting as true those inferences from the facts that are most favorable to the nonmoving party, unless the inferences are forced, strained, or contrary to reason." *Stahl v. Stitt*, 301 Va. 1, 8 (2022) (quoting *Fultz v. Delhaize Am., Inc.*, 278 Va. 84, 88 (2009)).

I. Ward's transactions with Best Buy

Ward's appeal centers on a laptop and accompanying three-year service plan that he purchased from a Best Buy store in Minnesota on February 17, 2017. The service plan was set to expire on February 16, 2020. Ward is a Virginia resident. After the laptop experienced technical problems, Ward took it to a Northern Virginia Best Buy location in 2019. Because the store was closing "within a month," the store declined

Ward's service request. An employee told Ward to take the laptop to a different Best Buy store. A few months later, Ward took the laptop to a Best Buy store in "Vienna/Tysons Corner." By then, however, Ward's service plan had expired, and Best Buy refused to repair the laptop.

On November 1, 2020, Ward took the laptop to a Best Buy store in Alexandria. According to Ward's complaint, the Alexandria Best Buy store issued him "a temporary computer" to "assure his work needs . . . while the outstanding warranty issues" of his original laptop were resolved. Ward claims that he was later instructed to return the temporary computer to the Alexandria Best Buy store and that the warranty for his original laptop would "be covered in full."

When Ward returned to the Alexandria store on November 28, 2020, he claims that the staff told him that they would "trade out" the temporary computer with an upgraded Dell laptop. Although Ward "hand[ed] over" the temporary laptop, he refused the replacement Dell laptop because it required an "'upgrade' fee." Ward alleges that he asked to keep the temporary laptop after declining the Dell upgrade, but Best Buy refused. Ward also claims that Best Buy "erased" and "swiped clean" the data on the temporary laptop. Best Buy maintains, by contrast, that Ward bought the Dell laptop after returning the temporary laptop to the Alexandria store.

After numerous calls to Best Buy's customer service, Ward allegedly went to another Best Buy location (Fair Lakes), believing that he would get a "second 'temporary' loaner." To acquire this second "loaner" laptop, Ward opened a CitiBank "my BestBuy" credit card. The newly issued credit card "was also charged for additional software items" that Ward claims he had already purchased in 2017 with his original laptop. According to his complaint, Ward sought to return the "second 'temporary'" laptop and asked Best Buy to mitigate any damage to his credit that may have been incurred in opening the "my BestBuy" credit card.

Ward sued Best Buy, CitiBank, and Best Buy's "Geek Squad" on July 27, 2021, alleging that Best Buy and Geek Squad "sold him a defective computer" and "failed to perform their obligations" under the service plan agreement. Ward also alleged that Best Buy and Geek Squad erased the data on his first

temporary loaner and that CitiBank engaged in fraudulent credit card activity in violation of the Virginia Consumer Protection Act.

II. The parties' pretrial motions

In February 2022, the circuit court sustained the defendants' demurrers, ordered Ward to file an amended complaint within 21 days, and dismissed with prejudice "all claims alleged against Geek Squad." Ward filed an amended complaint on February 25, 2022. CitiBank demurred, arguing that the amended complaint failed to state a claim against it. Best Buy filed an answer. The court entered the uniform pretrial scheduling order in April 2022, setting the case for trial in December 2022.

After the parties exchanged discovery requests in July 2022, Ward moved in September 2022 to compel discovery from Best Buy and CitiBank.¹ CitiBank and Best Buy opposed that motion. Best Buy also served Ward with requests for admission.

Although no hearing transcript was produced, the record indicates that a hearing took place on November 9, 2022, that addressed CitiBank's demurrer, Ward's request for a continuance, and Ward's motions to compel discovery. Although no written order was entered, the parties agree that the court ruled from the bench, sustaining CitiBank's demurrer, denying Ward's continuance request, and denying Ward's motions to compel discovery against Best Buy and CitiBank.

The trial court heard another round of motions from the parties on December 28, 2022, including CitiBank's demurrer to the amended complaint. The court sustained the demurrer and dismissed CitiBank from the case.² Following a court order, Ward filed substantive responses to Best Buy's requests for admission. Months later, Best Buy moved the trial court to determine the sufficiency of Ward's responses.

¹ Although styled as a "Motion for Contempt Discovery," it appears that Ward intended the filing to be a motion to compel discovery.

² The court made seven rulings on December 28, 2022, and Ward appealed each of them to this Court. He also moved to stay proceedings in the trial court. We dismissed Ward's appeal and denied his motion to stay with prejudice. *Ward v. Best Buy Stores, LP, et al.*, No. 0115-23-4 (Va. Ct. App. Feb. 26, 2024) (order); *Ward v. Best Buy Stores, LP, et al.*, No. 0115-23-4 (Va. Ct. App. Mar. 7, 2023) (order).

After another hearing, Ward was ordered to provide “proper and sufficient responses” to many of Best Buy’s requests for admission. After he did so, Best Buy moved for summary judgment, filing a statement of undisputed facts and moving the court to deem admitted certain requests for admission. The trial court took those motions under advisement and ordered Ward to supply documents in support of his denial of Requests for Admission 24, 26, 27, 29, and 50.

On December 1, 2023, Ward filed a pleading styled “Plaintiff’s Objection to November 17, 2023, Hearing, Orders, and Provisions in Objection.” That filing was Ward’s attempt to support his denials of Requests 24, 26, 27, 29, and 50. On December 4, 2023, the court determined that Ward’s filing did not comply with its last order and deemed admitted the facts set forth in Best Buy’s Requests 24, 26, 27, 29, and 50. Finding that “there [were] no material facts genuinely in dispute,” the trial court then entered summary judgment for Best Buy. Ward noted a timely appeal.³

ANALYSIS

I. The trial court did not err in its December 4 orders (Assignment of Error IV)

Ward assigns error to the trial court’s December 4 orders for “falsely stating” that he had “not filed documents as ordered . . . when in fact they were filed on December 1, 2023.”

A. Order on Requests for Admission 24, 26, 27, 29 and 50

Under Rule 4:11(a), “[a] party may serve upon any other party a written request for the admission . . . of the truth of any matters . . . that relate to statements or opinions of fact or of the application of law to fact.” “A request ‘is admitted unless . . . the party to whom the request is directed serves upon the party requesting the admission a written answer or objection.’” *Llewellyn v. Fechtel*, 83 Va. App. 364, 381 (2025) (alteration in original) (quoting Rule 4:11(a)). “If objection is made, the reasons therefor must be stated.” Rule 4:11(a). “The answer must specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter.” *Id.* An answering party has a “good faith” duty to “specify so

³ Ward does not assign error to the trial court’s dismissing CitiBank. Although he contested CitiBank’s dismissal in his prior interlocutory appeal, as noted above, we dismissed that appeal.

much of [a request] as is true and qualify or deny the remainder.” *Erie Ins. Exch. v. Jones*, 236 Va. 10, 14 (1988) (alteration in original) (quoting Rule 4:11(a)). “If the court finds that an answer does not comply with Rule 4:11, ‘it may order either that the matter is admitted or that an amended answer be served.’” *Llewellyn*, 83 Va. App. at 381 (quoting Rule 4:11(a)).

We “generally review a trial court’s ruling on the ‘grant or denial of discovery requests under an abuse of discretion standard.’” *Patel v. Rabinowitz ex rel. Lakhani Assocs., LLC*, 75 Va. App. 663, 669-70 (2022); *see also Llewellyn*, 83 Va. App. at 380 (same). “When we say that a [trial] court has discretion, we mean that ‘the [trial] court has a range of choice, and that its decision will not be disturbed as long as it stays within that range and is not influenced by any mistake of law.’” *Pine Hill Grp., LLC v. Nass Grp., LLC*, 76 Va. App. 384, 388 (2023) (quoting *Stark v. Dinarany*, 73 Va. App. 733, 745-46 (2021)). “[O]nly when reasonable jurists could not differ can we say an abuse of discretion has occurred.” *Id.* (quoting *Stark*, 73 Va. App. at 746).

Ward argues that he followed the court’s order by timely providing documents in support of his denials of Requests for Admission 24, 26, 27, 29, and 50. But even crediting the claim that his responses were timely, they remained deficient. They consisted of inscrutable receipts and pictures, emails unrelated to the requests, credit card statements, and other nonresponsive documents. None supported his denials of the facts set forth in those requests or his claim that his laptop was covered by a Best Buy warranty (Request 50). Rule 4:11(a) provides that if a “court determines that an answer does not comply with the requirements of this Rule, it may order . . . that the matter is admitted.” Similarly, Rule 4:12(b)(2) provides that when “a party . . . fails to obey an order to provide or permit discovery, . . . the court in which the action is pending may make . . . [a]n order that . . . designated facts will be taken to be established for the purposes of the action” *See also Llewellyn*, 83 Va. App. at 381. After determining on December 1 that Ward’s responses were still inadequate and violated the court’s discovery order, the court acted well within its discretion to deem the facts set forth in those requests as admitted.

B. Order granting summary judgment to Best Buy

“[S]ummary judgment is a drastic remedy, available only when there are no material facts genuinely in dispute.” *Llewellyn*, 83 Va. App. at 375 (alteration in original) (quoting *Fultz*, 278 Va. at 88). But when it appears from “the pleadings” and “the admissions” in a case that the moving party is entitled to summary judgment, “the court shall grant the motion.” Rule 3:20. We review a trial court’s grant of summary judgment de novo. *Llewellyn*, 83 Va. App. at 375.

Ward alleged in his complaint that Best Buy breached “the Contract regarding selling of a warranty and repairing of computers” and that Best Buy “sold him a defective computer.” Based on Ward’s deemed admissions, however, Ward had no facts to support those claims:

- Ward had “no document, dated after May 29, 2020, containing a representation by Best Buy that it would repair or replace [Ward’s original laptop] under the term of the Service Plan.”
- Ward had “no document evidencing any defect” in his original laptop dated before February 16, 2020.”
- Ward had “no expert opinion that” his original laptop “was defective prior to February 16, 2020.”
- Ward “purchased another laptop” from Best Buy on November 1, 2020.
- Ward had “no document, other than the Service Plan . . . , containing any warranty made . . . by Best Buy regarding” his original laptop.

Given those admissions, Best Buy was entitled to summary judgment that it did not breach any warranty to Ward.

II. Ward’s third assignment of error lacks merit

Ward’s third assignment of error alleges that the trial court erred by holding “further hearings of September 17, 2023, November 27, 2023, and December 1, 2023” and by issuing orders “when it lacked jurisdiction” because Ward had an interlocutory appeal pending with this Court. This argument fails for two reasons.

First, the argument has been defaulted under Rule 5A:20(e). Although Ward assigns error to the trial court’s actions, he “fails to specifically argue those grounds in the body of [his] brief.” *Amazon Logistics, Inc. v.*

Va. Emp. Comm'n, ___ Va. ___, ___ (Mar. 6, 2025). When “an appellant fails to develop adequate argument in support of an assignment of error, [he] waives that argument.” *Id.* at ___. Ward’s brief does not offer any argument or legal authority to show why the trial court erred in continuing the litigation during the pendency of his interlocutory appeal.

Second, Ward is plainly wrong that his previous interlocutory appeal somehow stayed proceedings in the trial court. Under Rule 1:1C(b), the trial court retained concurrent jurisdiction over Ward’s case despite his attempted interlocutory appeal because we did not “enter[] an order staying all or part of the proceedings in the [trial] court.” In fact, we denied Ward’s attempted interlocutory appeal and denied his motion to stay. *Ward v. Best Buy Stores, LP, et al.*, No. 0115-23-4 (Va. Ct. App. Feb. 26, 2024) (order); *Ward v. Best Buy Stores, LP, et al.*, No. 0115-23-4 (Va. Ct. App. Mar. 7, 2023) (order).

III. Ward’s remaining assignments of error (I, II, and V) are insufficient

Ward has also defaulted his first, second, and fifth assignments of error. *See Egan v. Butler*, 290 Va. 62, 79 (2015). We will consider “only assignments of error listed in the brief.” Rule 5A:20(c)(1). If “an assignment of error . . . does not address the findings, rulings, or failures to rule on issues in the trial court” it “is not sufficient.” Rule 5A:20(c)(2); *see also Egan*, 290 Va. at 79 (“Only ‘sufficient’ assignments of error are recognized by this Court.” (citing Rule 5:17(c)(1)(iii), the Supreme Court’s analogue to Rule 5A:20(c)(2))). In addition, “assignments of error must ‘identify with specificity the error committed by the trial court.’” *Barnes v. Commonwealth*, 80 Va. App. 588, 594 (2024) (quoting *Findlay v. Commonwealth*, 287 Va. 111, 115 (2014)).

Ward’s first two assignments of error state:

Failure to uphold the Constitution, inherent authority—due process, discovery, and no trial by jury.

Failure to uphold Statu[t]es—US and VA Consumer Protection Acts.

Those assignments of error do not “identify with specificity the error committed by the trial court.” *Findlay*, 287 Va. at 115. As Ward has failed to “lay his finger on the error in [these] assignment[s] of error,” we do not consider them. *Zemene v. Clarke*, 289 Va. 303, 313 (2015) (quoting *Findlay*, 287 Va. at 115-116).

Ward’s fifth assignment of error states: “Errors of CAV Appeal record no. 0115-23-4 and AOE’s filed on April 12, 2023 includes the failure of the Hearing Court to provide all court electronic records per rule 5:13 in support of this appeal.” If this assignment alleges errors by *this* Court, we cannot consider it; an assignment of error must address error by the *trial* court.⁴ Rule 5A:20(c)(2). Assuming Ward used “Hearing Court” to refer to the trial court, his brief “fails to provide sufficient legal reasoning, factual analysis, or citations to authority” to show how the “Hearing Court” violated Rule 5:13. *Amazon*, ___ Va. at ___; Rule 5A:20(e).

CONCLUSION

Accordingly, the trial court’s judgment is affirmed. The appellant must pay to the appellees \$150 damages.

This order shall be certified to the trial court.

A Copy,

Teste:

A. John Vollino, Clerk

By:

Kristen M. McKernzie

Deputy Clerk

⁴ The Supreme Court of Virginia has appellate jurisdiction over this Court’s final judgment. *See* Code § 8.01-670.

**Additional material
from this filing is
available in the
Clerk's Office.**