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1 **IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO**

Court of Appeals of New Mexico
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2 **MANUEL RAMIREZ NAJERA,**



Ramon J. Maestas
Chief Clerk

3 Plaintiff-Appellant,

4 v.

No. A-1-CA-40623

5 **HORIZON PARTNERS, LLC and**

6 **ROGER GRAY, et al,**

7 Defendants/Counterplaintiffs-Appellees,

8 and

9 **LASCO CONSTRUCTION, LLC and**

10 **JOHN RAGSDAL, et al.**

11 Defendants/Counterplaintiffs.

12 **APPEAL FROM THE DISTRICT COURT OF LEA COUNTY**

13 **Michael H. Stone, District Court Judge**

14 The Law Office of Ross R. Bettis

15 Ross R. Bettis

16 Hobbs, NM

17 for Appellant

18 Newell Law Firm

19 Michael Newell

20 Lovington, NM

21 for Appellee

1 **MEMORANDUM OPINION**

2 **MEDINA, Judge.**

3 {1} This appeal involves a contract dispute over a commercial lease agreement.
4 Appellant Manuel Ramirez Najera appeals the district court’s final judgment in favor
5 of Appellee Horizon Partners, LLC (Horizon). Appellant seeks reversal of the
6 district court’s ruling that Horizon did not breach the lease agreement. We affirm.

7 **BACKGROUND**

8 {2} Horizon owned a newly built commercial building with three empty suites in
9 Hobbs, New Mexico. According to Roger Gray, manager and former owner of
10 Horizon, the building was constructed by LASCO Construction. Gray’s listing
11 agent, George Stanley, introduced Appellant to John Ragsdal, owner and president
12 of LASCO Construction to discuss Appellant’s plans for the space. Appellant told
13 Ragsdal that he planned to open a meat market, a bakery, and an ice cream shop in
14 the three empty suites of Horizon’s building.

15 {3} In November 2018, Appellant and Horizon entered into a five-year lease
16 agreement for the three suites “with a white wall finish¹” to commence in February
17 2019. Appellant wrote a check to Horizon in the amount of \$26,260 with a notation
18 that it was the down payment and first month’s rent. Gray testified that LASCO

¹The witnesses use the phrase “white wall” and “white box” interchangeably. This Court will use the phrase “white wall.”

1 Construction provided Appellees with a price to finish the white wall in the building,
2 though there was an arrangement that as the tenant, Appellant would have the option
3 to use another contractor and be reimbursed by Appellees.

4 {4} Gray explained that typically a developer will prepare a commercial building
5 as a “brown box” with no lights, no floor, and no interior walls. The first tenant can
6 then determine where electrical outlets, light fixtures, and bathrooms will be
7 installed. A “white wall” includes concrete floors, drop ceilings, sheetrock on
8 exterior walls, a 200 amp electrical panel, and one bathroom. If a tenant wants more
9 than is included in the white wall, such as additional plumbing needed for
10 commercial kitchens, those improvements are referred to as the “build-out.”

11 {5} Soon after Appellant signed the lease agreement with Horizon, Appellant
12 contracted with LASCO Construction to procure architectural drawings needed for
13 the build out of the meat market and bakery.

14 {6} Although the lease was to begin in February 2019, the parties initially agreed
15 to delay the start of the lease by one month. Then in March 2019, Gray, Stanley,
16 Ragsdal, and Appellant met and agreed to a second thirty-day extension.

17 {7} The finalized architectural drawings were delivered to LASCO on March 22,
18 2019, at which point LASCO began working on the quote for the full build-out.
19 According to Gray, he was informed by LASCO that Appellant increased the scope

1 of the work. Appellant requested that LASCO provide equipment and fixtures,
2 which slowed the work and kept Gray from demanding payment of rent on April 1.

3 {8} On April 15, LASCO provided Appellant with a quote for the cost of the full
4 build out based on the architectural drawings, and the price of the equipment and
5 furnishings. One week later, Appellant told Ragsdal that the quote was too high and
6 that Appellant would look for another bid.

7 {9} Beginning later in April, Gray called Appellant multiple times to request
8 payment of rent but Appellant never returned his calls. Although Gray testified he
9 did not demand rent on April 1, he also testified that he was of the opinion Appellant
10 should have been paying the April rent because Appellant had not permitted LASCO
11 to proceed, and as a result the three rented suites were not white wall complete.

12 {10} In May, Appellant asked Ragsdal for a copy of the architectural drawings so
13 Appellant could request bids from other contractors. There was no further contact
14 between Appellant and Ragsdal. As of May 2019, the building was still in a brown
15 box state without a floor or HVAC. Appellant testified that he did not pay rent
16 beyond the payment made up front because the white wall was never finished.

17 {11} In October 2019, Appellant brought suit against Horizon, Gray, LASCO
18 Construction, and Ragsdal for breach of contract, detrimental reliance, and unjust
19 enrichment. Both Ragsdal, on behalf of LASCO Construction, and Gray, on behalf
20 of Horizon, filed counterclaims. LASCO and Ragsdal claimed that Appellant hired

1 them to complete the build-out, and in reliance turned down other work. Horizon
2 and Gray claimed that Appellant failed to make rental payments, and in doing so
3 breached the lease agreement.

4 {12} The district court held a bench trial in August 2020. At the close of
5 Appellant's case the district court granted Gray's motion for a directed verdict for
6 the claim against him individually, and Appellant dismissed his complaint against
7 LASCO and Ragsdal. The district court also dismissed Ragsdal and LASCO's
8 counterclaims.

9 {13} The district court entered judgment in favor of Horizon in the amount of
10 \$216,530 in unpaid rent on the lease, attorney fees in the amount of \$5,000 with a
11 prejudgment interest rate of 8.75 percent from July 1, 2019, and costs for a total
12 judgment of \$240,995.44. The district court held that the lease was ambiguous as it
13 did not state when Appellant would occupy the leased areas, or how long the build-
14 out would take, and as such the court would look to the parties' implied intents to
15 determine the meaning of the contract language. Given the complexity of the project,
16 and the standard practice of completing the build-out and white wall together, the
17 court found that construction should have at least started by the time the lease was
18 to commence in February 2019.

19 {14} The district court found that a lack of communication from Appellant caused
20 the delay of the white wall finish and build-out. The court found that Appellant

1 stopped communicating with Gray after receiving the proposal from LASCO in
2 April 2019. Further, the court found that there was no evidence that Appellant
3 communicated his intent to conduct the build-out after the white wall was complete.
4 Therefore, the district court found Appellant breached the lease agreement as of July
5 2019. This appeal followed.

6 **DISCUSSION**

7 {15} We begin with Appellant’s argument that there was sufficient evidence to find
8 Horizon breached the lease agreement. We then turn to Appellant’s argument that
9 the district court erred in its interpretation of the lease agreement. However, as we
10 explain, Appellant failed to properly present these issues on appeal. “There is a
11 presumption of correctness in the district court’s rulings,” and it is the appellant’s
12 “burden on appeal to demonstrate any claimed error.” *State v. Aragon*, 1999-NMCA-
13 060, ¶ 10, 127 N.M. 393, 981 P.2d 1211. Appellant failed to comply with his
14 appellate burdens and his arguments are otherwise undeveloped. We affirm and
15 explain.

16 **I. Substantial Evidence**

17 {16} When reviewing an issue for substantial evidence, we view the evidence in
18 the light most favorable to the district court’s decision. *Las Cruces Pro. Fire*
19 *Fighters v. City of Las Cruces*, 1997-NMCA-044, ¶ 12, 123 N.M. 329, 940 P.2d 177.
20 “The question is not whether substantial evidence exists to support the opposite

1 result, but rather whether such evidence supports the result reached.” *Id.* “Substantial
2 evidence is such relevant evidence as a reasonable mind might accept as adequate to
3 support a conclusion.” *State v. Gonzales*, 2010-NMCA-023, ¶ 4, 147 N.M. 735, 228
4 P.3d 519 (alteration, internal quotations marks, and citation omitted).

5 {17} To challenge a decision for lack of substantial evidence, Rule 12-318(A)(4)
6 NMRA requires that an appellant “identifies with particularity the fact or facts that
7 are not supported by substantial evidence.” Failure to meet this requirement amounts
8 to a waiver. *Id.* “Where the appellant fails to include the substance of *all* the evidence
9 bearing upon a proposition, the Court of Appeals will not consider a challenge to the
10 sufficiency of the evidence.” *Wachocki v. Bernalillo Cnty. Sheriff’s Dep’t*, 2010-
11 NMCA-021, ¶ 17, 147 N.M. 720, 228 P.3d 504 (emphasis added) (internal quotation
12 marks and citation omitted). Moreover, Rule 12-318(A)(3) and (4) requires citations
13 to the record proper in briefs. “We are not obligated to search the record on a party’s
14 behalf to locate support for propositions a party advances or representations of
15 counsel as to what occurred in the proceedings.” *Muse v. Muse*, 2009-NMCA-003,
16 ¶ 42, 145 N.M. 451, 200 P.3d 104; *see Santa Fe Expl. Co. v. Oil Conservation*
17 *Comm’n*, 1992-NMSC-044, ¶ 11, 114 N.M. 103, 835 P.2d 819 (stating that appellate
18 courts have no duty to entertain factual contentions on appeal not supported by
19 citations to the record proper).

1 {18} Here, Appellant fails to comply with our requirements on appeal. Appellant
2 argues that the district court erred because substantial evidence shows that Horizon
3 breached the lease agreement. Appellant relies on evidence as to what a white wall
4 finish should include, such as sheet rock on exterior walls, electrical outlets, a
5 restroom, and drop ceilings, and that the white wall finish was never completed.
6 Rather than discussing the insufficiency of the evidence the district court relied
7 upon, Appellant merely restates his own position presented at trial, reiterating
8 evidence that he claims supports his position. Appellant fails to address any of the
9 evidence the district court cited in making its decision that Appellant breached the
10 lease agreement, all without citation to the record proper.

11 {19} Appellant has waived the argument that the evidence is insufficient because
12 he makes only a generalized assertion that the evidence did not support the district
13 court's findings without identifying with particularity which findings are
14 unsupported by the evidence. *See Stanley v. N.M. Game Comm'n*, 2024-NMCA-006,
15 ¶ 15, 539 P.3d 1224 (“Summarizing the evidence and making a generalized assertion
16 that the evidence does not support the district court’s findings of fact, without
17 directly attacking them, is insufficient.”). Further, Appellant fails to give any
18 citations to the record proper—for either the district court’s findings or to facts that
19 support his own argument. We will not search the record or make arguments on
20 behalf of a party on appeal. *See Muse*, 2009-NMCA-003, ¶ 42.

1 **II. Ambiguity**

2 {20} Appellant briefly contends that the lease is not ambiguous, and therefore
3 should be controlling with no further interpretation. Appellant asserts that the parties
4 are bound by the four corners of the document, and relies on *Nearburg v. Yates*
5 *Petroleum*, 1997-NMCA-069, ¶ 31, 123 N.M. 526, 943 P.2d 560, and *Owens v.*
6 *Superior Oil*, 1986-NMSC-093, 105 N.M. 155, 730 P.2d 458.

7 {21} Contrary to Appellant’s assertion, New Mexico courts are no longer beholden
8 to the four corners doctrine in determining whether there is ambiguity in a contract.
9 *See Ponder v. State Farm Mut. Auto. Ins. Co.*, 2000-NMSC-033, ¶ 13, 129 N.M.
10 698, 12 P.3d 960 (holding that New Mexico courts have abandoned the four-corners
11 approach and are now allowed to consider extrinsic evidence in determining whether
12 an ambiguity exists including the circumstances surrounding the agreement, the
13 conduct of the parties, and oral expressions of the parties’ intentions).

14 {22} Rather than identifying the ambiguity or lack thereof as an issue on appeal,
15 Appellant only states that “[t]he lease is not ambiguous” in the middle of his
16 argument and again when summarizing his argument. Because Appellant does not
17 actually present an argument on appeal, we decline to review the merits. *See Headley*
18 *v. Morgan Mgmt. Corp.*, 2005-NMCA-045, ¶ 15, 137 N.M. 339, 110 P.3d 1076.
19 (“We will not review unclear arguments, or guess at what [a party’s] arguments
20 might be.”). It is the appellant’s burden on appeal to demonstrate any claimed error.

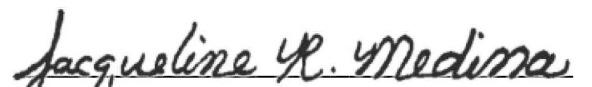
1 *See Aragon*, 1999-NMCA-060, ¶ 10. In doing so, parties must “adequately brief all
2 appellate issues to include an argument, the standard of review, and citations to
3 authorities for each issue presented.” *Elane Photography, LLC v. Willock*, 2013-
4 NMSC-040, ¶ 70, 309 P.3d 53. Here, Appellant did not raise the interpretation of the
5 lease as an issue, listed an incorrect standard for contract interpretation (the four-
6 corners doctrine), and failed to articulate an argument as to why the district court
7 erred in interpreting the contract as it did. “To rule on an inadequately briefed issue,
8 this Court would have to develop the arguments itself, effectively performing the
9 parties’ work for them.” *Id.*

10 {23} Appellant failed to develop an adequate argument regarding the ambiguity of
11 the lease; we therefore affirm the district court’s interpretation of the lease
12 agreement. *See Headley*, 2005-NMCA-045, ¶ 15 (stating that “[this Court] decline[s]
13 to review . . . an undeveloped argument”).

14 **CONCLUSION**

15 {24} For the foregoing reasons, we affirm.

16 {25} **IT IS SO ORDERED.**

17 
18 JACQUELINE R. MEDINA, Judge

1 **WE CONCUR:**

2 

3 **ZACHARY A. IVES, Judge**

4 

5 **GERALD E. BACA, Judge**