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

2 **OKINI RECORDS and IVAN**
3 **ALFREDO HERNANDEZ CARDOZA,**

Court of Appeals of New Mexico
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Mark Reynolds

4 Plaintiffs-Appellants,

5 v.

No. A-1-CA-42405

6 **ALDO ALFONSO TRUJILLO CALLEJA;**
7 **GODKING PUBLISHING, INC.; RB**
8 **MUSIC; RICARDO BOBADILLA; AD**
9 **RECORDS; and CARLOS DE LA TORRE,**

10 Defendants-Appellees.

11 **APPEAL FROM THE DISTRICT COURT OF BERNALILLO COUNTY**
12 **Daniel E. Rameczyk, District Court Judge**

13 Law Office of Augustine M. Rodriguez, LLC
14 Augustine M. Rodriguez
15 Albuquerque, NM

16 for Appellants

17 Eric Sirotkin
18 Santa Fe, NM

19 for Appellees

20 **DISPOSITIONAL ORDER**

21 **DUFFY, Judge.**

22 This matter is before the Court on Plaintiffs Okini Records and Ivan Alfredo
23 Hernandez Cardoza's appeal from the district court's entry of a directed verdict

1 against Plaintiffs on all counts at the conclusion of a two-day bench trial. Plaintiffs
2 raise six claims of error on appeal. For the reasons that follow, we affirm.

3 1. Plaintiffs first contend the district court erred in not entering multiple
4 exhibits during trial. “Ordinarily, we review an evidentiary ruling of the district court
5 admitting or excluding evidence for an abuse of discretion.” *Kysar v. BP Am. Prod.*
6 *Co.*, 2012-NMCA-036, ¶ 20, 273 P.3d 867. “On appeal, a party must show the
7 erroneous exclusion of evidence was prejudicial in order to obtain a reversal.”
8 *Progressive Cas. Ins. Co. v. Vigil*, 2018-NMSC-014, ¶ 13, 413 P.3d 850 (omission,
9 internal quotation marks, and citation omitted). In this case, Plaintiffs have merely
10 asserted that the exclusion of exhibits was prejudicial, without offering any argument
11 as to why this is the case, and do not address Defendants’ objections to the exhibits
12 or the district court’s basis for denying admission of the exhibits. This is insufficient
13 to demonstrate that reversal is warranted. *See State v. Ernesto M., Jr. (In re Ernesto*
14 *M., Jr.)*, 1996-NMCA-039, ¶ 10, 121 N.M. 562, 915 P.2d 318 (“An assertion of
15 prejudice is not a showing of prejudice.”).

16 2. Plaintiffs state the district court erred in its application of the law on
17 duress. As we understand their argument, Plaintiffs contend a “false claim of duress
18 is defamation,” and ask us to remand to the district court. The district court made
19 several findings in support of its conclusion that Defendant Trujillo proved the
20 defense of duress by a preponderance of the evidence. The district court also rejected

1 Plaintiffs’ request for contrary inferences from the evidence. Plaintiffs have not
2 addressed the district court’s findings, and their presentation of contrary facts does
3 not provide a basis for us to set aside the district court’s findings and conclusions on
4 the defense of duress. *See Chapman v. Varela*, 2009-NMSC-041, ¶ 5, 146 N.M. 680,
5 213 P.3d 1109 (“We consider the evidence in the light most favorable to the
6 prevailing party and disregard any inferences and evidence to the contrary.”); Rule
7 12-318(A)(4) NMRA (requiring a “specific attack on any finding, or the finding
8 shall be deemed conclusive” and establishing that “[a] contention that a verdict,
9 judgment, or finding of fact is not supported by substantial evidence shall be deemed
10 waived unless the argument identifies with particularity the fact or facts that are not
11 supported by substantial evidence”).

12 3. Plaintiffs claim the district court failed to properly “state and apply the
13 law on whether a minor is a party to a contract.” Plaintiffs generally assert that a
14 minor can enter into a contract, and a contract is merely voidable at the discretion of
15 the minor. Even so, the district court found that for the 2015 contract at issue,
16 Defendant Trujillo’s *mother* signed the contract, and Defendant Trujillo was not a
17 party to the contract. Plaintiffs have not addressed these findings or demonstrated
18 error in the district court’s ultimate conclusion that Defendant Trujillo did not have
19 capacity to contract at the time of the 2015 contract because he had not reached the
20 age of eighteen. *See In re Estate of Duran*, 2003-NMSC-008, ¶ 13, 133 N.M. 553,

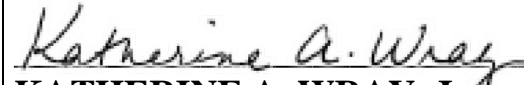
1 66 P.3d 326 (holding that because the petitioners “had not reached the age of
2 majority, they did not have the capacity to contract,” and discussing the principles
3 that contracts with minors must be ratified after the minor attains majority, and
4 contracts entered into by minors are voidable).

5 4. Plaintiffs assert that the district court “did not consider any trademark
6 violations.” The district court’s findings and conclusions contradict this claim. The
7 district court found that “[a]t trial, Plaintiffs presented no evidence that Plaintiffs had
8 a U.S. [t]rademark on Defendant Trujillo’s name or that Defendant Trujillo had
9 violated any existing trademark of a logo that included his name.” The district court
10 further found that “[a]t trial, Plaintiffs presented no evidence that any of the
11 Defendants misused or profited from the alleged use of a Mexican trademarked
12 logo.” Finally, the district court concluded that “Plaintiffs did not prove by a
13 preponderance of the evidence that Defendant Trujillo misappropriated any
14 trademark or trademarked logo, or any other property, legally owned by Plaintiffs.”
15 We accordingly find no merit to this claim of error.

16 5. Plaintiffs’ fifth argument is a generalized assertion that the district court
17 deprived Plaintiffs of procedural due process at trial. This argument is insufficiently
18 developed to allow for a meaningful review on the merits. *See Elane Photography,*
19 *LLC v. Willock*, 2013-NMSC-040, ¶ 71, 309 P.3d 53 (concluding that the briefing
20 was inadequate to permit appellate review where counsel provided no explanation

1 **WE CONCUR:**

2 
3 **JENNIFER L. ATTREP, Judge**

4 
5 **KATHERINE A. WRAY, Judge**