

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

2           **WBL SPO I, LLC,**

Court of Appeals of New Mexico  
Filed 6/29/2026 11:21 AM

3                   Plaintiff/Counterdefendant-Appellant,



Mark Reynolds

4           v.

**No. A-1-CA-43123**

5           **PRESTIGE STAR HOLDINGS, LLC;**  
6           **and MICHAEL DIXSON (Personal**  
7           **Guarantor),**

8                   Defendants/Counterclaimants/  
9                   Cross-Defendants-Appellees,

10          and

11           **ESCONDIDO AT ALAMEDA RANCH,**  
12           **LLC,**

13                   Defendant/Counterclaimant-Applee,

14          and

15           **ALAMEDA LAND INVESTEMENT**  
16           **CORP. (Owners of the Property),**

17                   Defendant/Cross-Claimant,

18          and

19           **MICHAEL DIXSON AMENDED AND**  
20           **RESTATED TRUST AGREEMENT DATED**  
21           **MARCH 1, 2016 (Continuing Guarantor); and**  
22           **OCCUPANTS OF THE PROPERTY,**

23                   Defendants.

1 **APPEAL FROM THE DISTRICT COURT OF DOÑA ANA COUNTY**  
2 **James T. Martin, District Court Judge**

3 Aldridge Pite, LLP  
4 Leah E. Housler  
5 Albuquerque, NM

6 for Appellant

7 Martin & Lutz, P.C.  
8 David P. Lutz  
9 Las Cruces, NM

10 for Appellee

11 **MEMORANDUM OPINION**

12 **MEDINA, Chief Judge.**

13 {1} Following a bench trial, Appellant (Plaintiff), WBL SPO I, appeals from the  
14 district court's final judgment, entered on October 15, 2025. In this Court's notice  
15 of proposed disposition, we proposed to summarily affirm. Plaintiff filed a  
16 memorandum opposition and Appellees Prestige Star Holdings, LLC, Escondido at  
17 Alameda Ranch, LLC, and Michael Dixson (collectively, Defendants) jointly filed  
18 a memorandum in support, both of which we have duly considered. Unpersuaded by  
19 Plaintiff's memorandum in opposition, we affirm.

20 {2} In its memorandum in opposition, Plaintiff continues to contend that the  
21 district court erred in considering the Murphy affidavit, arguing that the district court  
22 used the affidavit substantively and the error was not harmless because the affidavit  
23 went to a core issue of liability. [MIO 2-5] Plaintiff claims that the district court's

1 oral remarks at the close of trial indicate that it considered the Murphy affidavit  
2 substantively as “proof that no prepayment premium was owed” or otherwise  
3 considered the affidavit “to resolve the accuracy of [Plaintiff]’s payoff calculations.”  
4 [MIO 4-5] We disagree.

5 {3} The district court’s written findings of fact and conclusions of law indicate  
6 that the district court accepted Plaintiff’s trial evidence regarding the assessment of  
7 a prepayment premium. [RP 561-562] Yet, based on the evidence presented to it, the  
8 district court concluded that “the assessment of a prepayment premium after the loan  
9 maturity date violated the covenant of good faith and fair dealing and was  
10 unconscionable.” [RP 562] More significantly, however, Plaintiff’s argument fails  
11 because the district court neither referenced nor relied upon the Murphy affidavit in  
12 its written findings and conclusions of law. [RP 549-64] It is settled law that the oral  
13 statements of a judge in exploring and articulating his ruling do not constitute  
14 findings and conclusions, and “error may not be predicated thereon.” *Balboa Const.*  
15 *Co., Inc. v. Golden*, 1981-NMCA-157, ¶ 26, 97 N.M. 299, 639 P.2d 586; *see City of*  
16 *Sunland Park v. Macias*, 2003-NMCA-098, ¶ 7, 134 N.M. 216, 75 P.3d 816 (noting  
17 that a trial court’s oral comments “can be used to clarify a finding, but not to reverse  
18 a finding”).

19 {4} Plaintiff’s memorandum in opposition also continues to contend that the  
20 district court’s award of damages on Defendants’ counterclaim was not supported

1 by legally sufficient evidence. [MIO 6-9] In our notice of proposed disposition, we  
2 suggested that Plaintiff had failed to preserve this claim despite numerous  
3 opportunities to do so. [CN 6-7] We noted that Plaintiff did not seek directed verdict  
4 on Defendants’ counterclaim, did not address Defendants’ counterclaim in closing  
5 argument, declined to present rebuttal argument following Defendants’ closing, and  
6 did not address Defendants’ counterclaim in the supplemental proposed findings of  
7 fact and conclusions of law that Plaintiff submitted to the district court. [CN 6-7]  
8 Indeed, we noted that Plaintiff submitted proposed supplemental findings of fact and  
9 conclusions of law, and “included within those findings and conclusions that  
10 Defendant is entitled to an award of \$445,322.” [CN 6]

11 {5} Plaintiff’s memorandum in opposition addresses our proposed disposition  
12 only with regard to directed verdict, arguing that a motion for directed verdict is not  
13 required to preserve sufficiency claims in a bench trial. [MIO 9] However, other than  
14 to vaguely assert that Plaintiff “consistently challenged the accuracy of . . .  
15 [Defendants’] damages theory” [MIO 9], Plaintiff has not expanded on how it  
16 preserved its appellate challenge to the district court’s award of damages on  
17 Defendants’ counterclaim, or otherwise addressed its failure to contest Defendants’  
18 counterclaim at any of the opportunities identified in the calendar notice. [MIO 9;  
19 CN 6] *See Nosker v. W. Farm Bureau Mut. Ins. Co.*, 1970-NMSC-046, ¶ 7, 81 N.M.  
20 300, 466 P.2d 866 (concluding that the appellant did not preserve a challenge to the

1 district court’s measure of damages—based on replacement or repair value of  
2 destroyed property—when the appellate did not submit a finding of fact “that the  
3 property was not completely destroyed”); *Hall v. Lea Cnty. Elec. Co-op.*, 1968-  
4 NMSC-040, ¶ 12, 78 N.M. 792, 438 P.2d 632 (explaining that to preserve error for  
5 appellate review in a bench trial, the parties must have made requests for findings or  
6 objections to the court’s findings related to that issue). As a result, we are not  
7 persuaded on this basis that our proposed summary disposition is incorrect. *See*  
8 *Nosker*, 1970-NMSC-046, ¶ 7; *see also Hennessy v. Duryea*, 1998-NMCA-036,  
9 ¶ 24, 124 N.M. 754, 955 P.2d 683 (“Our courts have repeatedly held that, in  
10 summary calendar cases, the burden is on the party opposing the proposed  
11 disposition to clearly point out errors in fact or law.”); *State v. Mondragon*, 1988-  
12 NMCA-027, ¶ 10, 107 N.M. 421, 759 P.2d 1003 (stating that “[a] party responding  
13 to a summary calendar notice must come forward and specifically point out errors  
14 of law and fact,” and the repetition of earlier arguments does not fulfill this  
15 requirement), *superseded by statute on other grounds as stated in State v. Harris*,  
16 2013-NMCA-031, ¶ 3, 297 P.3d 374.

17 {6} Further, as to the district court’s calculation of damages, our calendar notice  
18 discussed the evidence upon which the district court seems to have relied [CN 7-8],  
19 ultimately proposing to conclude that the evidence was substantial [CN 7-10].  
20 Although Plaintiff’s memorandum in opposition has argued the evidence, which it

1 believes Defendants should have presented, it has not discussed this Court's  
2 proposed analysis or the evidence upon which this Court suggested supported the  
3 district court's conclusion. As a result, even if Plaintiff's appellate claim as to  
4 damages was preserved, we are unpersuaded that it is meritorious. *See Hennessy*,  
5 1998-NMCA-036, ¶ 24; *Mondragon*, 1988-NMCA-027, ¶ 10; *see also C.E.*  
6 *Alexander & Sons, Inc. v. DEC Int'l, Inc.*, 1991-NMSC-049, ¶¶ 29-31, 112 N.M. 89,  
7 811 P.2d 899 (rejecting the argument that unsupported estimates of damages, where  
8 more accurate information was available, was not substantial evidence to support  
9 damages award); *Nosker*, 1970-NMSC-046, ¶ 8 ("Our law is to the effect that lack  
10 of certainty of proof of damage, which will prevent a recovery, is uncertainty as to  
11 the fact of the damage, and not as to its amount. The computation of the amount of  
12 damages with mathematical certainty is not required.").

13 {7} Plaintiff's memorandum in opposition cites to no authority and presents no  
14 new facts or arguments that otherwise persuade this Court that our proposed  
15 summary disposition was incorrect. *See Hennessy*, 1998-NMCA-036, ¶ 24;  
16 *Mondragon*, 1988-NMCA-027, ¶ 10. Accordingly, for the reasons stated in our  
17 notice of proposed disposition and herein, we affirm.

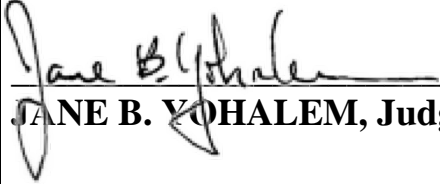
18 {8} **IT IS SO ORDERED.**

19   
20 **JACQUELINE R. MEDINA, Chief Judge**

1 **WE CONCUR:**

2 

3 **ZACHARY A. IVES, Judge**

4 

5 **JANE B. VOHALEM, Judge**