

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT

No. D-202-PB-2011-00653
The Honorable Joshua A. Allison
District Court Judge

In the Matter of the Estate of
ELIZABETH WILLIAMS NAYLOR, Deceased.

**REPLY TO OBJECTION TO PROPOSED ORDER APPROVING SUBSTITUTION AND
WITHDRAWAL OF COUNSEL**

COMES NOW, F. VAUGHN THOMAS, counsel of record for Guy Markley Naylor as Personal Representative of The Estate of Elizabeth Williams Naylor (“Estate”), and Dale W. Gunn, M.D. and Guy Markley Naylor as the Co-Trustees of The Elizabeth Williams Naylor Protective Living Trust (“Trust”), hereby submits this Reply to Objection to Proposed Order Approving Substitution and Withdrawal of Counsel (“Reply”), and states in support of this Reply as follows:

**A. THE PETITIONER’S OBJECTION TO THE PROPOSED JOINT
REPRESENTATION IS MERITLESS**

Elizabeth Ann Naylor Owens (“EANO”) misunderstands the Petition for Court Approval of Withdrawal of Counsel and Substitution of Counsel (“Petition”). The Petition only requested this Court to allow Kurt Sommer to represent Guy Markley Naylor as Personal Representative of the Estate, and Dale W. Gunn, M.D. and Guy Markley Naylor as the Co-Trustees of the Trust (collectively, “Respondents”). As a *pro se* litigant, EANO is held to the same standard as an attorney and she should therefore understand that an Estate and Trust are not legal entities which are capable of representation or being clients. It should go without saying that there is no request to represent the Estate and the Trust as legal entities since neither legal construct is a legal entity capable of representation. The Petition only seeks the representation of the two individuals in their respective fiduciary capacities. EANO’s Objection to Proposed Order Approving Substitution and

Withdrawal of Counsel (“Objection”) is therefore meritless because the Petition does not seek to represent the Estate and the Trust.

B. THE PETITIONER’S OBJECTION CONCEDES TO THE PROPOSED JOINT REPRESENTATION

In the Objection, EANO states that she has “NO OBJECTION TO [Kurt Sommer’s] REPRESENTATION OF INDIVIDUAL FIDUCIARIES” and that she only objects to the proposed representation of the fiduciary entities—the Estate and the Trust. As stated previously, the Petition only requests the joint representation of the two individuals in their respective fiduciary capacities. Therefore, EANO concedes to the proposed joint representation.

C. THE PETITIONER’S STATMENTS ARE FALSE OR MISLEADING.

EANO levels the falsehood that, to date, no personal property has been distributed to her from the Trust. This allegation is false or misleading. EANO received numerous communications from Respondents over the past two years which requested EANO to gather her share of the personal property kept in a storage locker. Overall, the circumstances establish that Respondents made numerous efforts to comply with their obligations and distribute the personal property to EANO, but EANO has systematically refused to collect her share of personal property. The circumstances also tend to establish that EANO has used this personal property issue as a wedge to threaten meritless litigation against Respondents.

It is difficult to address each false or misleading allegations without providing a brief background on the Non-Judicial Settlement Agreement (“Settlement Agreement”).

To settle the distribution of Elizabeth Williams Naylor’s Estate, Plaintiffs and EANO (“Parties”) entered into the Settlement Agreement which provided for the accounting and distribution of the Estate assets into the Trust—as required pursuant to the terms of Elizabeth William Naylor’s Last Will and Testament. *See Exhibit A.* The Settlement Agreement contained

Accounting and Distribution Statements that detailed all the property transferred to the Trust from the Estate and included a release and waiver of any further accountings, and a release and waiver of all claims related to the accounting, the administration, and the distribution of the Estate and the Trust. The Parties executed the Settlement Agreement in June 2022.

EANO received more than what she was entitled to under the Settlement Agreement but never collected her share of the personal property from Respondents.

Starting in September 2022 and continuing in April 2023, Respondents had numerous communications with EANO concerning her share of personal property. Respondents gave EANO the opportunity to identify various personal possessions that she wanted despite the Trust instrument giving complete discretion to the Co-Trustees to determine distributions. Respondents informed EANO through email that her requested items and more are kept in a climate-controlled storage unit, and EANO never responded to ask any questions about the items, the location of the unit, or the cost of the unit.

On July 28, 2023, a New Mexico Lawyer retained by EANO sent a demand letter to Respondents where she requested a detailed inventory and photo appraisal of all estate assets among other demands. *See Exhibit B.*

On August 14, 2023, Respondents notified EANO's lawyer about the Settlement Agreement, the Side Agreement, and provided a Final Accounting Summary. *See Exhibit C.*

On September 25, 2023, Respondents provided EANO's lawyer with a Personal Property Inventory and asked EANO's lawyer to advise Respondents of EANO's intentions regarding the personal property. *See Exhibit D.* EANO's attorney requested a meeting with Respondents but never responded to the available dates that Respondents provided.

On November 3, 2023, Respondents delivered a revised copy of the inventory/appraisal and a charity donation receipt for the residue from the estate sale and a copy of the charitable donation of the decedent's automobile to EANO's lawyer. *See Exhibit E.*

On November 6, 2023, EANO's lawyer sent a list of further demands for copies of tax returns filed for the trust, accounting of funds from the decedent's checking account, photos of paintings and other artwork, the whereabouts of all other estate property not in the storage locker, and demanded \$222,346. *See Exhibit F.*

On March 3, 2024, Respondents again notified EANO's lawyer of the contents of the Settlement Agreement and again requested EANO's lawyer to advise Respondents as to when EANO planned to pick up the personal property stored in the storage locker. *See Exhibit G.* EANO's attorney never responded to Respondents' communication.

On October 31, 2024, EANO acting *pro se* delivered another demand letter to Respondents wherein she threatened criminal charges against Respondents and made more of the same demands which her former attorney made in the communication dated July 28, 2023. *See Exhibit H.*


Above all, no one ignored EANO's requests and any assertion of non-distribution is misleading and false. Any allegations of self-dealing or fraudulent activity are meritless and none of the allegations have any relevancy to the personal property matter. Finally, none of EANO's allegations have any relevancy to whether representation can proceed as requested.

WHEREFORE, F. Vaughn Thomas respectfully requests that the Court approve this Petition and enter an Order permitting the withdrawal of counsel and substitution of counsel as requested.

Respectfully submitted,

/s/ F. Vaughn Thomas

F. Vaughn Thomas



CERTIFICATE OF SERVICE

I certify that a true and complete copy of this Response was sent to Elizabeth Ann Naylor Owens (aka Jan Black Owens) this 22 day of May 2025 by electronic mail.

/s/F. Vaughn Thomas
F. Vaughn Thomas

EXHIBIT A

IN RE NAYLOR ESTATE AND TRUST:

**THE ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated May 24, 2011
And,
In the Matter of the Estate of
ELIZABETH WILLIAMS NAYLOR, Deceased.
Administered under
STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT COURT
No. D-202-PB-2011-00653
The Honorable C. Shannon Bacon
Division XXIII**

NON-JUDICIAL SETTLEMENT AGREEMENT

ACKNOWLEDGMENT AND APPROVAL OF ACCOUNTING, APPROVAL OF ADMINISTRATION AND RELEASE OF FIDUCIARIES

EFFECTIVE APRIL 15, 2022

BACKGROUND

1. On May 24, 2011, ELIZABETH WILLIAMS NAYLOR, in her capacity as Grantor, executed and delivered that certain ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 (the "2011 TRUST" herein).
2. GUY MARKLEY NAYLOR and DALE W. GUNN, MD, have served as Co-Trustees of the 2011 TRUST from its inception.
3. ELIZABETH WILLIAMS NAYLOR died November 24, 2011.
4. Prior to her death, ELIZABETH WILLIAMS NAYLOR executed a Special Warrant Deed and caused the same to be recorded in the Office of the County Clerk, Bernalillo County,

New Mexico on June 10, 2011. By said Special Warranty Deed, title to the primary residence of ELIZABETH WILLIAMS NAYLOR was transferred into the 2011 TRUST.

5. Prior to her death, ELIZABETH WILLIAMS NAYLOR executed a Bill of Sale by which ownership of her tangible personal property was transferred into the 2011 TRUST.
6. Shortly after the death of ELIZABETH WILLIAMS NAYLOR, GUY MARKLEY NAYLOR caused her Will to be filed for probate administration in the STATE OF NEW MEXICO COUNTY OF BERNALILLO SECOND JUDICIAL DISTRICT COURT Case No. D-202-PB-2011-00653. By Court Order entered December 16, 2011, GUY MARKLEY NAYLOR was duly appointed Personal Representative of the Estate of ELIZABETH WILLIAMS NAYLOR (the "ESTATE" herein).
7. GUY MARKLEY NAYLOR, in his capacity as Personal Representative of the ESTATE, and GUY MARKLEY NAYLOR and DALE W. GUNN, MD, and each of them, in their capacities as Co-Trustees of the 2011 TRUST, are hereinafter collectively referred to as the "FIDUCIARIES."
8. The beneficiary of the ESTATE is the 2011 TRUST.
9. The beneficiaries of the 2011 TRUST are GUY MARKLEY NAYLOR (sometimes referred to herein as "MARK") and ELIZABETH ANN NAYLOR OWENS (a/k/a) JAN BLACK OWENS (sometimes referred to herein as "JAN"), with each to receive 50% of the total held in the 2011 TRUST, adjusted for any unintended interim distributions, advances or loans.

**ACKNOWLEDGMENT AND APPROVAL OF
ACCOUNTING, APPROVAL OF ADMINISTRATION,
AND RELEASE OF FIDUCIARIES**

1. APPLICABLE LAW.

This Non-Judicial Settlement Agreement is prepared and submitted by the Co-Trustees of the 2011 TRUST pursuant to the New Mexico Uniform Trust Code, NMSA 1978 Comp., Section 46A-1-111 (2003) which provides as follows:

46A-1-111. Non-judicial settlement agreements.

A. For purposes of this section, "interested persons" means persons whose consent would be required in order to achieve a binding settlement were the settlement to be approved by the court.

B. Except as otherwise provided in Subsection C of this section, interested persons may enter into a binding non-judicial settlement agreement with respect to any matter involving a trust.

C. A non-judicial settlement agreement is valid only to the extent it does not violate a material purpose of the trust and includes terms and conditions that could be properly approved by the court under the Uniform Trust Code [46A-1-101 to 46A-11-1104 NMSA 1978] or other applicable law.

D. Matters that may be resolved by a non-judicial settlement agreement include:

- (1) the interpretation or construction of the terms of the trust;*
- (2) the approval of a trustee's report or accounting;*
- (3) direction to a trustee to refrain from performing a particular act or the grant to a trustee of any necessary or desirable power;*
- (4) the resignation or appointment of a trustee and the determination of a trustee's compensation;*
- (5) transfer of a trust's principal place of administration; and*
- (6) liability of a trustee for an action relating to the trust.*

E. Any interested person may request the court to approve a non-judicial settlement agreement to determine whether the representation as provided in Article 3 [46A-3-301 to 46A-3-305 NMSA 1978] of the Uniform Trust Code was adequate and to determine whether the agreement contains terms and conditions the court could have properly approved.

Further, the Co-Trustees present this Non-Judicial Settlement Agreement as a proposal for distribution governed by the New Mexico Uniform Trust Code NMSA 1978 Comp., Section 46A-8-817 (2003) the entire provisions of which are:

46A-8-817. Distribution upon termination.

A. Upon termination or partial termination of a trust, the trustee may send to the beneficiaries a proposal for distribution. The right of any beneficiary to object to the proposed distribution terminates if the beneficiary does not notify the trustee of an objection within thirty days after the proposal was sent, but only if the proposal informed the beneficiary of the right to object and of the time allowed for objection.

B. Upon the occurrence of an event terminating or partially terminating a trust, the trustee shall proceed expeditiously to distribute the trust property to the persons entitled to it, subject to the right of the trustee to retain a reasonable reserve for the payment of debts, expenses and taxes.

C. A release by a beneficiary of a trustee from liability for breach of trust is invalid to the extent:

- (1) it was induced by improper conduct of the trustee; or*
- (2) the beneficiary, at the time of the release, did not know of the beneficiary's rights or of the material facts relating to the breach.*

2. PARTIES.

The parties ("Parties") to this Non-Judicial Settlement Agreement, each of whom is an "interested party" as stated in NMSA 1978 §46A-1-111 (A), and each of whose signatures appear below are:

Parties of the first part:

- A. GUY MARKLEY NAYLOR in his capacity as Personal Representative of the Estate of ELIZABETH WILLIAMS NAYLOR, one of the FIDUCIARIES;
- B. GUY MARKLEY NAYLOR in his capacity as a Co-Trustee of the 2011 TRUST, one of the FIDUCIARIES;
- C. DALE W. GUNN, MD (sometimes referred to as "DALE"), in his capacity as a Co-Trustee of the 2011 TRUST, one of the FIDUCIARIES;

Parties of the second part:

- D. DALE W. GUNN, MD as a creditor of the 2011 TRUST;
- E. GUY MARKLEY NAYLOR in his capacity as a Beneficiary under the 2011 TRUST; and,
- F. ELIZABETH ANN OWENS (sometimes referred to as "JAN") in her capacity as a Beneficiary under the 2011 TRUST.

3. ACKNOWLEDGEMENT OF BACKGROUND.

Each of the Parties acknowledge the foregoing factual background in support of this Non-Judicial Settlement Agreement, and states that to the best of his, her or its current actual knowledge, the statements set forth in the foregoing background are complete, true and correct.

4. WAIVER OF LIFETIME ACCOUNT.

The Parties, and each of them, hereby waive any accounting of the 2011 TRUST at all times prior the termination of same upon the death of ELIZABETH WILLIAMS NAYLOR on November 24, 2011, at which time the 2011 TRUST terminated and is in the process of winding up.

5. APPROVAL OF STATEMENT OF ACCOUNTING AND SCHEDULE OF DISTRIBUTION.

Attached hereto and incorporated herein by this reference as though set forth in full are the following Exhibits comprising the Statement of Accounting for ESTATE and the 2011 TRUST and the Schedule of Distribution of all assets from the 2011 TRUST:

- A. EXHIBIT A, reflecting the assets from the ESTATE that have been transferred into the 2011 TRUST as part of the administration of the ESTATE, and all assets held in the name of the 2011 TRUST as of the date on which ELIZABETH WILLIAMS NAYLOR died, November 24, 2011. Also reflected are the sources and uses of funds with which all expenses of last illness, funeral, burial, residence maintenance, property taxes, insurance and other expenses have been paid (See Section C of Exhibit A).
- B. EXHIBIT B, reflecting the Schedule of Distribution from the 2011 TRUST, including the Special Allocations required.

Each of the undersigned hereby acknowledges that he, she or it has reviewed each of the attached Exhibits, agrees that said Exhibits show an accounting of all transactions involving the assets of ESTATE and the 2011 TRUST, and that said Exhibits are accepted as a complete and full summary accounting of all transactions within the ESTATE and the 2011 TRUST. Each party approves said accounting and distribution.

6. SCHWAB ACCOUNT – INTERIM DISTRIBUTION.

The Parties agree that the Trust Estate includes the sum of \$4,400.00, held in an account at Charles Schwab & Co., at the time of the death of ELIZABETH WILLIAMS NAYLOR, and that the entire sum was unintentionally distributed to JAN. To equalize the net distribution from the 2011 TRUST, the sum of \$2,200.00 shall be withheld from the net amount of proceeds from the sale of the Residence that would otherwise be distributed to JAN and shall instead be added to the sum being distributed to MARK.

7. INDEBTEDNESS PENDING SALE OF RESIDENCE.

The Parties, and each of them agree and acknowledge that certain amounts of cash have been advanced to the 2011 TRUST by DALE as reflected on EXHIBIT C, attached. Said sum, with any additional advances not yet reflected in EXHIBIT C but reasonably incurred pending the sale of the Residence held by the 2011 TRUST shall be repaid to DALE, before further distributions are made. This indebtedness owed to DALE arises from his keeping the Trust's Residence properly maintained including insurance and taxes, and to manage the payment of other debts of the 2011 TRUST incurred in the administration of same. The Parties anticipate the continuation of these needs unto the actual sale of the Residence.

8. PERSONAL LOANS TO JAN.

The Parties, and each of them agree and acknowledge that funds have been advanced or loaned by one or more of the FIDUCIARIES, personally, to JAN. The sum of said loans is \$45,000.00, plus accrued but unpaid interest thereon, and is due on a continuing basis. In the event said loans are not paid by the time of sale of the Residence, the sum due thereunder shall be repaid in accordance with the terms of certain promissory notes from proceeds from the sale of the Residence reflected in EXHIBIT B to which JAN would be entitled as a beneficiary after deducting all amounts of indebtedness referred to in Section 6,

above, have been paid and after other necessary adjustments have been made. True and correct copies of the Promissory Notes evidencing said advances or loans are attached as EXHIBIT D and are incorporated herein by this reference. For clarity of the intent and purpose of Section 6 and this Section 8, the following illustration is given:

EXAMPLE: FOR ILLUSTRATION ONLY – SOME ESTIMATES APPLIED.

NET PROCEEDS (ESTIMATED) RECEIVED FROM THE SALE OF RESIDENCE HELD IN THE 2011 TRUST	\$ 400,000.00		
LESS: Estimated amount of indebtedness owed by the 2011 TRUST to DALE W. GUNN, MD.	\$ (85,000.00)		
LESS: Specific Distribution of 5% of Naylor Trust Estate, pursuant to Section 6.1 of the 2011 TRUST, to Guy Marley Naylor and Dale W. Gunn, MD.	\$ (28,639.74)		
Balance remaining:	\$ 286,360.26		
		TO: Guy Marley Naylor	TO: Elizabeth Ann Owens
DIVISION OF BALANCE BETWEEN BENEFICIARIES	\$ 143,180.13	\$	143,180.13
Amount owed under Promissory Notes (plus accrued interest)- payable to the Holders of Same (Mark and Dale).	\$ 45,000.00	\$	(45,000.00)
ADJUSTMENT: One-half of \$4,400.00 balance held in Schwab Account distributed entirely to Jan.	\$ 2,200.00	\$	(2,200.00)
ALLOCATION OF DISTRIBUTION	\$ 190,380.13	\$	95,980.13

9. APPROVAL AND RELEASE OF FIDUCIARIES.

The Parties and each of them hereby approve the Personal Representative's and the Co-Trustees' Statement of Accounting and Schedule of Distribution reflected on the attached EXHIBITS A and B and their administration of the ESTATE and the 2011 TRUST at all

times relevant to this Non-Judicial Settlement Agreement without the delay, formality and expense of a full court accounting requiring one or more hearings in Bernalillo County, New Mexico. The Personal Representative and the Co-Trustees, are willing to forego the protection provided by a formal accounting upon receipt of a proper approval of administration, waiver of account, and release, all of which is the purpose of this Non-Judicial Settlement Agreement.

Therefore, each of the undersigned Parties hereby:

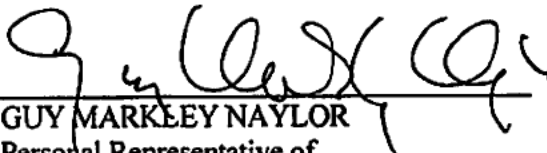
- A.** Waives the preparation, audit, and confirmation of a further detailed account by any court.
- B.** Approves the Statement of Accounting attached as EXHIBIT A.
- C.** Approves the administration of the ESTATE and the 2011 TRUST.
- D.** Approves the payment of indebtedness and the special allocation of cash from the proceeds of the sale of the Residence held in the 2011 TRUST as more fully set forth in Section 6 and Section 8, above.
- E.** Approves special allocations and distributions reflected on the Schedule of Distribution set forth on EXHIBIT B, attached.
- F.** Releases and discharges the Personal Representative and the Co-Trustees, their officers, employees, counsel, accountants, and agents, in their respective individual and fiduciary capacities, from all claims arising out of the administration of the ESTATE and the 2011 TRUST to the same effect as if a detailed account had been prepared and finally confirmed by adjudication of a court of competent jurisdiction.
- G.** Acknowledges that each Party has been given the opportunity, and has actually received such information regarding the administration of the ESTATE and the 2011 TRUST as he, she or it wishes in order become familiar with the transactions of each of them.
- H.** Acknowledges that he, she or it has had the opportunity to consult with a legal advisor or other advisor concerning this Non-Judicial Settlement Agreement and has made such consultation as he, she or it desires or has declined to make such consultation.
- I.** The Beneficiaries identified above and whose signatures appear below hereby jointly and severally release and hold harmless the Personal Representative of the ESTATE and the Co-Trustees of the 2011 TRUST, together with their officers, employees, counsel, accountants and other agents from and against any liability (including costs and counsel fees) that might result from the administration and ultimate distribution of the ESTATE and the 2011 TRUST.

Each of the undersigned Parties further:

- J.** Represents and warrants that he, she or it has had the opportunity to review documents related to the administration of the ESTATE and the 2011 trust, has read and understands the 2011 TRUST, and has read and understands this Non-Judicial Settlement Agreement and based on his, her or its understanding is satisfied that he, she or it has sufficient information to enter into this Non-Judicial Settlement Agreement.
- K.** Represents and warrants that he, she or it has read and understands this Non-Judicial Settlement Agreement and that the facts set forth above are true and correct to the best of his, her or its current actual knowledge, information and belief.
- L.** Agrees that the provisions of this Non-Judicial Settlement Agreement could properly be approved by a court having jurisdiction over the matter under the New Mexico Uniform Trust Code or other applicable law.
- M.** Agrees that if any provision of this Non-Judicial Settlement Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- N.** Agrees that this Non-Judicial Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to any conflicts of law principles.
- O.** Affirms and warrants that in the case where an individual is signing for a corporate or other business entity, he or she is duly authorized to act on behalf of the corporation, LLC or other business entity appearing immediately before his or her signature.
- P.** Agrees that (i) this Non-Judicial Settlement Agreement may be executed in counterparts, (ii) a facsimile or electronic copy of a signature to this Non-Judicial Settlement Agreement shall be considered an original, and (iii) this Non-Judicial Settlement Agreement shall become effective and binding upon each of the undersigned effective May 15, 2022.

IN WITNESS WHEREOF, the Parties execute and deliver this Non-Judicial Settlement Agreement effective as of the date set forth above.

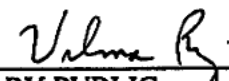
[Signature Pages Follow.]


GUY MARKLEY NAYLOR
Personal Representative of
the Estate of Elizabeth Williams Naylor



STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR, Personal Representative of the Estate of ELIZABETH WILLIAMS
NAYLOR, deceased.


NOTARY PUBLIC

My Commission Expires:
7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024

Guy Markley Naylor

GUY MARKLEY NAYLOR, Co-Trustee of
the ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

Dale W. Gunn

DALE W. GUNN, MD, Co-Trustee of the
ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the ELIZABETH
WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011.

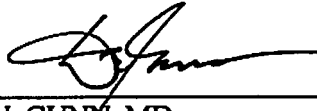
Vilma Ruiz

NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024



DALE W. GUNN, MD,
Creditor

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
DALE W. GUNN, M.D., Creditor.



NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024


GUY MARKLEY NAYLOR
Beneficiary



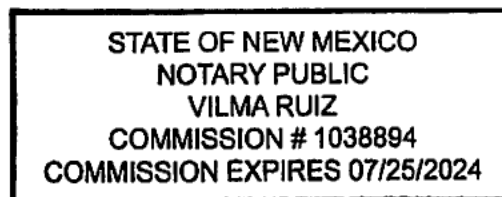
STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022 by
GUY MARKLEY NAYLOR, Beneficiary.


NOTARY PUBLIC

My Commission Expires:

7/25/2024

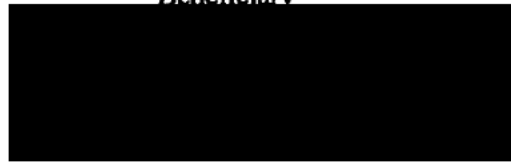


Elizabeth Ann Naylor Owens

Jan Black Owens

ELIZABETH ANN NAYLOR OWENS
(AKA JAN BLACK OWENS)

Beneficiary



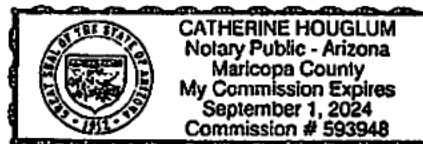
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on 22 June 2022 by
ELIZABETH ANN NAYLOR OWENS (AKA JAN BLACK OWENS), Beneficiary.

Catherine Houglum
NOTARY PUBLIC

My Commission Expires:

9/1/24



AUTHORIZED ATTACHMENTS;

- EXHIBIT A – Statement of Accounting
- EXHIBIT B - Schedule of Distribution
- EXHIBIT C – Indebtedness owed to Dale W. Gunn, MD
- EXHIBIT D – Promissory notes from Elizabeth Ann Owens

EXHIBIT A
STATEMENT OF FINAL ACCOUNTING

GUY MARKLEY NAYLOR, Personal Representative of the Estate of Elizabeth Williams Naylor, Deceased (the "ESTATE"), and GUY MARKLEY NAYLOR and DALE W. GUNN, MD, Co-Trustees of the ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 (the "2011 TRUST") now set forth the following summary of receipts and disbursements from the date of death of Elizabeth William Naylor to the date hereof as follows:

A. VALUE OF ESTATE ON DATE OF DEATH:

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
1	Raymond James – Account No. 52670731	\$250,169.73
2	Lucy Horton Green portrait	\$750.00
3	Dr. Joel Green portrait	\$650.00
4	Stephen Gore Brown portrait	\$1,200.00
5	Hannah Brown portrait	\$950.00
6	Mother with son in red dress portrait	\$2,500.00
7	Lady/gauze shawl portrait	\$400.00
8	B.W. Seaward, Esq. portrait	\$1,800.00
9	Young girl with King Charles spaniel portrait	\$2,500.00
10	Mrs. Joseph Emersom portrait	\$400.00
11	Mr. Joseph Emersom portrait	\$350.00
12	Roses with clear glass vase still life	\$250.00
13	Peaches/plums still life	\$750.00
14	Clipper ship sweepstakes lithograph	\$500.00
15	Two (2) landscapes	\$250.00

Naylor, E. 2011-04519XA.04-Statement-Accounting
2022-04-21 21:22:49

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
16	Goat herding landscape	\$250.00
17	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
18	Grandfather clock (circa 1800)	\$10,000.00
19	Two (2) upholstered arm chair recliners	\$150.00
20	Pine and maple tavern table with drawer	\$1,200.00
21	Blue and white Chinese 19c lamp	\$125.00
22	Maple bracket base 19c chest (5 drawer)	\$950.00
23	Tiger maple 2 drawer night stand	\$650.00
24	Painted deacons bench c1850	\$1,200.00
25	Salt glazed crock lamp with cobalt décor	\$125.00
26	Cherry and maple night stand (1 drawer)	\$200.00
27	Maple corner cupboard with solid doors	\$1,400.00
28	Yoke back Windsor chairs/pair oak and maple	\$850.00
29	Bow back open arm Windsor chair	\$1,250.00
30	Hunt board (4 drawer)	\$750.00
31	Birdcage Windsor maple chair	\$250.00
32	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
33	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
34	Ladder back open arm Pilgrim chair	\$1,250.00
35	Primitive bird cage Windsor rocker	\$300.00
36	Maple slant front bracket base desk	\$4,000.00
37	Comb back Windsor arm chair	\$1,250.00
38	Maple tripod table	\$275.00

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
39	English sampler 18 th century	\$1,000.00
40	Fabric sofa bed	\$200.00
	<u>DINING ROOM</u>	
41	Oak Windsor bowback arm chair (one of two)	\$1,200.00
42	Pair painted black yoke back Windsor chairs	\$2,000.00
43	Welsh oak cupboard	\$3,000.00
44	Contents of cherry corner cupboard – china	\$1,000.00
45	Birdcage oak Windsor chair	\$250.00
46	Continuous arm Windsor chair	\$500.00
47	Six Windsor dining chairs	\$1,400.00
48	Cherry glazed front, corner cupboard blue interior	\$2,400.00
	<u>FRONT HALL</u>	
49	Ash hutch top with doors and shelves	\$350.00
50	Ship's model	\$500.00
51	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
52	Step-down Windsor chair	\$250.00
53	Tiger maple/cherry night stand	\$300.00
54	Bowback Windsor side chair	\$250.00
55	Four drawer cherry and inlay chest	\$850.00
56	Two (2) mid-century upholstered wing chairs	\$250.00
57	Two drawer cherry drop leaf night stand	\$800.00
58	Small Sony TV and VCR	\$35.00
59	Five shelf collection of collector's research books	\$750.00
60	Collection tin toys, iron banks, trains and accessories	\$5,000.00

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
61	Tufted leather desk chair	\$75.00
62	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00
	<u>KITCHEN</u>	
63	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00
64	Assorted bone china tea cups and saucers	\$200.00
65	Shelf with miscellaneous glass and china	\$200.00
66	Set of Blue Danube china	\$450.00
67	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00
	<u>MASTER BEDROOM</u>	
68	Antique chest of drawers	\$350.00
69	Antique vanity/desk	\$350.00
70	Antique night stand	\$300.00
71	Antique night stand	\$300.00
72	Brass lamps/pair	\$250.00
73	Antique captain's chair	\$65.00
74	Hospital bed	\$75.00
75	Tempurepedic twin bed	\$600.00
76	Miscellaneous contents of closet	\$100.00
	<u>GUEST BEDROOM</u>	
77	1940's mahogany twin beds – pair	\$300.00
78	Antique blanket chest	\$650.00
79	Antique wood lamp	\$125.00
80	Miscellaneous contents of closet	\$300.00
81	Miscellaneous items	\$1,000.00

<u>Item #</u>	<u>Inventory Item</u>	<u>Value as of Date of Death</u>
	<u>OFFICE</u>	
82	Miscellaneous books	\$250.00
83	Office supplies	\$100.00
84	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
85	Miscellaneous Items in garage	\$3,500.00
	<u>SINGLE FAMILY RESIDENCE</u>	
86	Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trusts, but listed here for convenience)	\$240,000.00
	<u>OTHER ASSETS</u>	
87	SCHWAB ACCOUNT (held in Decedent's name with Guy Markley Naylor and Elizabeth Ann Naylor Owens (aka Jan Black Owens) signatories on account). See Interim Distributions, below, for how this was distributed.	4,400.00
	Grand Total of Trust Estate	\$572,794.73

B. INTERIM DISTRIBUTIONS:

1	Raymond James – Account No. 52670731 – distributed to Guy Markley Naylor and Elizabeth Ann Naylor Owens (aka Jan Black Owens), in equal shares	\$250,169.73
2	SCHWAB ACCOUNT (Item 87, above) was erroneously distributed in its entirety (100%) to Elizabeth Ann Naylor Owens (aka Jan Black Owens). One-half of same shall be distributed to Guy Markley Naylor from proceeds from sale of Residence.	\$4,400.00
	TOTAL	\$254,569.72

**C. EXPENSES ASSOCIATED WITH DEATH, FUNERAL BURIAL,
COSTS OF FINAL MEDICAL AND CARE FOR DECEDENT,
AND ALL ADMINISTRATIVE EXPENSES.**

1	BANK OF AMERICA ACCOUNT #4390 0473 6789 passed to Guy Mark Naylor by operation of law but was used by him (as Trustee and Personal Representative) for expenses of last illness, funeral, burial and estate/trust administrative expenses until exhausted.	\$35,258.87
2	RECEIPT OF ADVANCES (LOANS) FROM DALE W. GUNN, MD TO EFFECTIVE DATE (SEE RELATED <u>EXHIBIT C</u> FOR DETAIL -- Payments made by Dale W. Gunn directly or through the Estate's Bank of America Account.	\$72,758.08
3	<p>LESS: EXPENSES ITEMIZED ON BANK OF AMERICA STATEMENTS FOR THE FOLLOWING:</p> <ul style="list-style-type: none"> • Expenses of Last Illness • Funeral & Burial Expenses • Repairs and Maintenance to Residence • Maintenance of Landscaping at Residence <ul style="list-style-type: none"> • Property Taxes • Property Insurance • Utilities • Xeriscape at Residence <ul style="list-style-type: none"> • Painting • General Improvements • Legal and Accounting Fees • Other Miscellaneous Expenses 	--\$ 108,016.95
4	BALANCE OF LIQUID FUNDS FOR PAYMENT OF FURTHER EXPENSES PENDING SALE OF RESIDENCE.	\$ 0.00
<p>NOTE: CONTINUING EXPENSES INCURRED TO MAINTAIN RESIDENCE, INCLUDING PROPERTY TAXES, INSURANCE, UTILITIES AND GENERAL MAINTENANCE WILL BE ADVANCED BY DALE W. GUNN MD AND ADDED TO ADVANCES REFLECTED ON EXHIBIT C</p>		

**D. BALANCE OF ASSETS REMAINING FOR DISTRIBUTION
UNDER SCHEDULE OF DISTRIBUTION:**

1	Lucy Horton Green portrait	\$750.00
2	Dr. Joel Green portrait	\$650.00
3	Stephen Gore Brown portrait	\$1,200.00
4	Hannah Brown portrait	\$950.00
5	Mother with son in red dress portrait	\$2,500.00
6	Lady/gauze shawl portrait	\$400.00
7	B.W. Seaward, Esq. portrait	\$1,800.00
8	Young girl with King Charles spaniel portrait	\$2,500.00
9	Mrs. Joseph Emersom portrait	\$400.00
10	Mr. Joseph Emersom portrait	\$350.00
11	Roses with clear glass vase still life	\$250.00
12	Peaches/plums still life	\$750.00
13	Clipper ship sweepstakes lithograph	\$500.00
14	Two (2) landscapes	\$250.00
15	Goat herding landscape	\$250.00
16	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
17	Grandfather clock (circa 1800)	\$10,000.00
18	Two (2) upholstered arm chair recliners	\$150.00
19	Pine and maple tavern table with drawer	\$1,200.00
20	Blue and white Chinese 19c lamp	\$125.00
21	Maple bracket base 19c chest (5 drawer)	\$950.00
22	Tiger maple 2 drawer night stand	\$650.00


23	Painted deacons bench c1850	\$1,200.00
24	Salt glazed crock lamp with cobalt décor	\$125.00
25	Cherry and maple night stand (1 drawer)	\$200.00
26	Maple corner cupboard with solid doors	\$1,400.00
27	Yoke back Windsor chairs/pair oak and maple	\$850.00
28	Bow back open arm Windsor chair	\$1,250.00
29	Hunt board (4 drawer)	\$750.00
30	Birdcage Windsor maple chair	\$250.00
31	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
33	Ladder back open arm Pilgrim chair	\$1,250.00
34	Primitive bird cage Windsor rocker	\$300.00
35	Maple slant front bracket base desk	\$4,000.00
36	Comb back Windsor arm chair	\$1,250.00
37	Maple tripod table	\$275.00
38	English sampler 18 th century	\$1,000.00
39	Fabric sofa bed	\$200.00
	<u>DINING ROOM</u>	
40	Oak Windsor bowback arm chair (one of two)	\$1,200.00
41	Pair painted black yoke back Windsor chairs	\$2,000.00
42	Welsh oak cupboard	\$3,000.00
43	Contents of cherry corner cupboard – china	\$1,000.00
44	Birdcage oak Windsor chair	\$250.00
45	Continuous arm Windsor chair	\$500.00
46	Six Windsor dining chairs	\$1,400.00
47	Cherry glazed front, corner cupboard blue interior	\$2,400.00

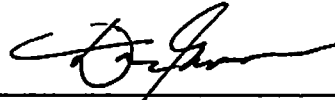
	<u>FRONT HALL</u>	
48	Ash hutch top with doors and shelves	\$350.00
49	Ship's model	\$500.00
50	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
51	Step-down Windsor chair	\$250.00
52	Tiger maple/cherry night stand	\$300.00
53	Bowback Windsor side chair	\$250.00
54	Four drawer cherry and inlay chest	\$850.00
55	Two (2) mid-century upholstered wing chairs	\$250.00
56	Two drawer cherry drop leaf night stand	\$800.00
57	Small Sony TV and VCR	\$35.00
58	Five shelf collection of collector's research books	\$750.00
59	Collection tin toys, iron banks, trains and accessories	\$5,000.00
60	Tufted leather desk chair	\$75.00
61	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00
	<u>KITCHEN</u>	
62	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00
63	Assorted bone china tea cups and saucers	\$200.00
64	Shelf with miscellaneous glass and china	\$200.00
65	Set of Blue Danube china	\$450.00
66	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00
	<u>MASTER BEDROOM</u>	
67	Antique chest of drawers	\$350.00
68	Antique vanity/desk	\$350.00

69	Antique night stand	\$300.00
70	Antique night stand	\$300.00
71	Brass lamps/pair	\$250.00
72	Antique captain's chair	\$65.00
73	Hospital bed	\$75.00
74	Tempurepedic twin bed	\$600.00
75	Miscellaneous contents of closet	\$100.00
	<u>GUEST BEDROOM</u>	
76	1940's mahogany twin beds – pair	\$300.00
77	Antique blanket chest	\$650.00
78	Antique wood lamp	\$125.00
79	Miscellaneous contents of closet	\$300.00
80	Miscellaneous items	\$1,000.00
	<u>OFFICE</u>	
81	Miscellaneous books	\$250.00
82	Office supplies	\$100.00
83	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
84	Miscellaneous Items in garage	\$3,500.00
85	SUB TOTAL – PERSONAL PROPERTY	\$78, 225.00

86	<p>Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trust, but listed here for convenience)</p> <p>SUBJECT TO all agreed upon obligations owed by the ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 and/or the ESTATE OF ELIZABETH WILLIAMS NAYLOR, all as set forth in that certain NON-JUDICIAL SETTLEMENT AGREEMENT by and between ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May 24, 2011 and the ESTATE OF ELIZABETH WILLIAMS NAYLOR as parties of the first part, and GUY MARKLEY NAYLOR, DALE W. GUNN, MD and ELIZABETH ANN NAYLOR OWENS as parties of the second part.</p>	\$240,000.00
87	TOTAL OF PENDING DISTRIBUTIONS	\$318,225.00
<p>NOTE: THE DISTRIBUTION OF NET PROCEEDS FROM THE SALE OF THE RESIDENCE IDENTIFIED IN ITEM 86, ABOVE, IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THAT CERTAIN NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST U/A DATED MAY 24, 2011 AND THE ESTATE OF ELIZABETH WILLIAMS NAYLOR AS PARTIES OF THE FIRST PART, AND GUY MARKLEY NAYLOR, DALE W. GUNN, MD AND ELIZABETH ANN NAYLOR OWENS AS PARTIES OF THE SECOND PART.</p>		

WITNESS our hands and seals this date: 6/22/2022


GUY MARKLEY NAYLOR, Personal
Representative of Estate and Co-Trustee
of the ELIZABETH WILLIAMS
NAYLOR PROTECTIVE LIVING
TRUST u/a dated May 24, 2011


DALE W. GUNN, M.D., Co-Trustee of
the ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022
by GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011.


NOTARY PUBLIC

My Commission Expires:

7/25/2024

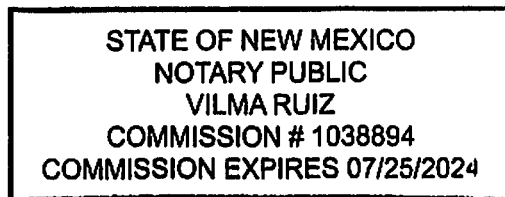


EXHIBIT B
SCHEDULE OF DISTRIBUTION

GUY MARKLEY NAYLOR and DALE W. GUNN, MD, Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011, now set forth the following Schedule of Distribution:

**A. SPECIFIC DISTRIBUTION PURSUANT TO SECTION 6.1 OF THE
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a
dated May 24, 2011.**

Section 6.1 of the Trust provides as follows:

“The Co-Trustees shall first devise and distribute the sum of 5% of the total value of the Trust estate (valued as of the date of Grantor's death), or \$20,000.00, whichever is greater, to Guy Markley Naylor and Dale W. Gunn, M.D., to be divided between them as they shall agree. In the event either of them fails to survive Grantor by thirty (30) days, then the other shall receive the full amount of the specific devise and distribution referred to in this Section 6.1”

The total value of the Trust Estate based on date-of-death values was \$572,794.73 (see Exhibit A). Thus, 5% of said sum is **\$28,639.74**. This amount shall be distributed as directed in Section 6.1 of the Trust from proceeds of sale of the Residence.

B. TANGIBLE PERSONAL PROPERTY (BY AGREEMENT).

The following items of tangible personal property shall be distributed by transfer of possession to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS) equally in value, or in such portions and allocations as they have agreed or may agree:

1	Lucy Horton Green portrait	\$750.00
2	Dr. Joel Green portrait	\$650.00
3	Stephen Gore Brown portrait	\$1,200.00
4	Hannah Brown portrait	\$950.00
5	Mother with son in red dress portrait	\$2,500.00
6	Lady/gauze shawl portrait	\$400.00

7	B.W. Seaward, Esq. portrait	\$1,800.00
8	Young girl with King Charles spaniel portrait	\$2,500.00
9	Mrs. Joseph Emerson portrait	\$400.00
10	Mr. Joseph Emerson portrait	\$350.00
11	Roses with clear glass vase still life	\$250.00
12	Peaches/plums still life	\$750.00
13	Clipper ship sweepstakes lithograph	\$500.00
14	Two (2) landscapes	\$250.00
15	Goat herding landscape	\$250.00
16	Rooster with hens landscape	\$300.00
	<u>LIVING ROOM</u>	
17	Grandfather clock (circa 1800)	\$10,000.00
18	Two (2) upholstered arm chair recliners	\$150.00
19	Pine and maple tavern table with drawer	\$1,200.00
20	Blue and white Chinese 19c lamp	\$125.00
21	Maple bracket base 19c chest (5 drawer)	\$950.00
22	Tiger maple 2 drawer night stand	\$650.00
23	Painted deacons bench c1850	\$1,200.00
24	Salt glazed crock lamp with cobalt décor	\$125.00
25	Cherry and maple night stand (1 drawer)	\$200.00
26	Maple corner cupboard with solid doors	\$1,400.00
27	Yoke back Windsor chairs/pair oak and maple	\$850.00
28	Bow back open arm Windsor chair	\$1,250.00
29	Hunt board (4 drawer)	\$750.00
30	Birdcage Windsor maple chair	\$250.00

31	Bowback Windsor chair with green painted seat (one of two)	\$1,200.00
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00
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37	Maple tripod table	\$275.00
38	English sampler 18 th century	\$1,000.00
39	Fabric sofa bed	\$200.00
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45	Continuous arm Windsor chair	\$500.00
46	Six Windsor dining chairs	\$1,400.00
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48	Ash hutch top with doors and shelves	\$350.00
49	Ship's model	\$500.00
50	Small English Windsor bracket back chair	\$350.00
	<u>DEN</u>	
51	Step-down Windsor chair	\$250.00

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	<u>KITCHEN</u>	
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63	Assorted bone china tea cups and saucers	\$200.00
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	<u>MASTER BEDROOM</u>	
67	Antique chest of drawers	\$350.00
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70	Antique night stand	\$300.00
71	Brass lamps/pair	\$250.00
72	Antique captain's chair	\$65.00


73	Hospital bed	\$75.00
74	Tempurepedic twin bed	\$600.00
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	<u>GUEST BEDROOM</u>	
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77	Antique blanket chest	\$650.00
78	Antique wood lamp	\$125.00
79	Miscellaneous contents of closet	\$300.00
80	Miscellaneous items	\$1,000.00
	<u>OFFICE</u>	
81	Miscellaneous books	\$250.00
82	Office supplies	\$100.00
83	Office equipment and furniture	\$400.00
	<u>GARAGE</u>	
84	Miscellaneous Items in garage	\$3,500.00
86	TOTAL PERSONAL PROPERTY TO BE DISTRIBUTED by transfer of possession to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS) equally in value, or in such portions and allocations as they have agreed or may agree.	\$78,225.00

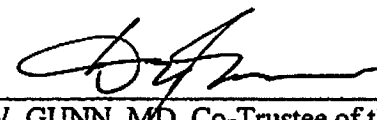
C. The following residence shall be distributed, as undivided one-half (½) interests, as Tenants-in-Common, to GUY MARLEY NAYLOR and ELIZABETH ANN NAYLOR OWENS (aka JAN BLACK OWENS):

	<p>Residence located at 649 Running Water Circle SE, Bernalillo County, Albuquerque, New Mexico (held in Decedent's Revocable Living Trust, but listed here for convenience)</p> <p>PROVIDED, HOWEVER, that the Tenants-in-Common agree to sell said Residence and, from the sale proceeds, to pay any and all obligations owed by the Estate or Trust as more particularly set forth in the Non-Judicial Settlement Agreement to which this Exhibit B is attached.</p>	<p>\$240,000.00</p>
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NOTE: THE DISTRIBUTION OF NET PROCEEDS FROM THE SALE OF THE RESIDENCE IDENTIFIED IN ITEM 86, ABOVE, IS SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THAT CERTAIN NON-JUDICIAL SETTLEMENT AGREEMENT BY AND BETWEEN ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST U/A DATED MAY 24, 2011 AND THE ESTATE OF ELIZABETH WILLIAMS NAYLOR AS PARTIES OF THE FIRST PART, AND GUY MARKLEY NAYLOR, DALE W. GUNN, MD AND ELIZABETH ANN NAYLOR OWENS AS PARTIES OF THE SECOND PART.

WITNESS our hands and seals this date: 6/22/2022


GUY MARKLEY NAYLOR, Personal
Representative of Estate and Co-Trustee
of the ELIZABETH WILLIAMS
NAYLOR PROTECTIVE LIVING
TRUST u/a dated May 24, 2011


DALE W. GUNN, MD, Co-Trustee of the
ELIZABETH WILLIAMS NAYLOR
PROTECTIVE LIVING TRUST u/a dated
May 24, 2011

STATE OF NEW MEXICO
COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on 6/22/2022
by GUY MARKLEY NAYLOR and DALE W. GUNN, M.D., Co-Trustees of the
ELIZABETH WILLIAMS NAYLOR PROTECTIVE LIVING TRUST u/a dated May
24, 2011.


NOTARY PUBLIC

My Commission Expires:

7/25/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
VILMA RUIZ
COMMISSION # 1038894
COMMISSION EXPIRES 07/25/2024

**INDEBTEDNESS OWED TO
DALE W. GUNN, MD**

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
06/05/12	\$ 750.00	WF	1788	HousePainting
06/12/14	\$ 2,000.00	RayJames		Mark's acct
09/22/14	\$ 1,500.00	WF	1871	Advance** by Dale Gunn to to BofA Checking Account to cover administration fees, taxes and Insurance
12/07/14	\$ 2,738.86	WF	1888	Prop Tax
01/04/15	\$ 2,000.00	WF	1898	Advance**
04/02/15	\$ 2,000.00	WF	1912	Advance**
06/05/15	\$ 2,223.27	WF	1932	GoldenContruction / Fence
08/31/15	\$ 2,000.00	WF	1951	Advance**
12/08/15	\$ 2,841.02	WF	1981	Prop Tax
02/10/16	\$ 1,500.00	WF	1995	Advance**
02/22/16	\$ 1,000.00	WF	1996	Advance**
05/24/16	\$ 1,000.00	WF	2014	Advance**
07/26/16	\$ 1,000.00	WF	2025	Advance**
07/27/16	\$ 1,300.00	WF	2026	Xeriscape down pay
08/03/16	\$ 1,540.65	WF	2027	Xeriscape Final
10/26/16	\$ 1,000.00	WF	2053	Advance**
12/06/16	\$ 1,463.40	WF	2061	Prop Tax 1/2
01/04/17	\$ 1,000.00	WF	2066	Advance**
03/07/17	\$ 1,000.00	WF	2075	Advance**
04/06/17	\$ 1,463.40	WF	2085	PropTax
04/19/17	\$ 1,000.00	WF	2088	Advance**
05/22/17	\$ 804.88	WF	2093	GoldenConstruction/ Fence

**INDEBTEDNESS OWED TO
DALE W. GUNN, MD**

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
07/03/17	\$ 1,000.00	WF	2100	Advance**
09/12/17	\$ 1,000.00	WF	2115	Advance**
11/14/17	\$ 1,595.53	WF	2123	1/2 Prop Tax 2017
11/27/17	\$ 1,000.00	WF	2127	Advance**
01/16/18	\$ 1,000.00	WF	2139	Advance**
02/28/18	\$ 1,000.00	WF	2146	Advance**
04/10/18	\$ 1,595.53	WF	2149	1/2 Prop Tax 2017
04/11/18	\$ 1,000.00	WF	2153	Advance**
6/ /2018	\$ 1,000.00	WF	1000	Advance**
08/23/18	\$ 1,000.00	WF	1000	Advance**
10/16/18	\$ 171.84	VISA-DG		Yard Mntnc
11/07/18	\$ 131.22	WF	2171	Yard Mntnc
11/19/18	\$ 1,000.00	WF	2173	Advance**
12/10/18	\$ 740.32	AMEX-DG		Yard Mntnc
12/06/18	\$ 1,647.41	WF	2174	1/2 PropTax 2018
01/05/19	\$ 134.66	VISA-DG		Yard Mntnc
02/08/19	\$ 134.66	AMEX-DG		Yard Mntnc
02/19/19	\$ 1,000.00	WF	2192	Advance**
03/14/19	\$ 177.78	AMEX-DG		Yard Mntnc
04/15/19	\$ 1,647.41	WF	2210	1/2 Prop Tax 2018
04/22/19	\$ 134.66	AMEX-DG		Yard Mntnc
05/19/19	\$ 91.54	AMEX-DG		Yard Mntnc
06/20/19	\$ 134.66	VISA-DG		Yard Mntnc
06/21/19	\$ 200.00	WF	2227	Advance**
07/03/19	\$ 82.16	VISA-DG		Water Bill
07/06/19	\$ 200.00	WF	2228	Advance**
07/20/19	\$ 91.54	VISA-DG		Water Bill
08/15/19	\$ 500.00	WF	2240	Advance**
09/04/19	\$ 91.54	VISA-DG		Yard Mntnc
09/04/19	\$ 134.86	VISA-DG		Yard Mntnc
09/18/19	\$ 500.00	WF	2252	Advance**
10/19/19	\$ 91.54	VISA-DG		Yard Mntnc

**INDEBTEDNESS OWED TO
DALE W. GUNN, MD**

DATE	AMOUNT	SOURCE	Check No.	Note / Comment
11/14/19	\$ 396.03	WF	2262	ThomasLaw
12/10/19	\$ 500.00	WF	2269	Advance**
12/23/19	\$ 1,709.47	WF	2274	1/2PropTax 2019
01/21/20	\$ 1,000.00	WF	2281	Advance**
04/08/20	\$ 1,709.47	WF	2292	1/2PropTax 2019
04/20/20	\$ 500.00	WF	2293	Advance**
06/19/20	\$ 500.00	WF	2298	Advance**
07/22/20	\$ 461.08	AMEX-DG		Yard Mntnc
07/23/20	\$ 500.00	WF	2305	Advance**
10/05/20	\$ 500.00	WF	2313	Advance**
10/05/20	\$ 97.48	VISA-DG		Water Bill
11/10/20	\$ 357.40	AMEX-DG		Yard Mntnc
12/09/20	\$ 1,762.50	WF	2322	1/2 propTax 2020
12/18/20	\$ 500.00	WF	2323	Advance**
02/04/21	\$ 500.00	WF	2328	Advance**
03/19/21	\$ 1,000.00	WF	2330	Advance**
05/30/21	\$ 1,762.50	WF	2336	1/2 propTax 2020
06/18/21	\$ 1,000.00	WF	2340	Advance**
09/13/21	\$ 500.00	WF	2349	Advance**
04/15/22	\$ 3,967.81	WF		Thomas Law Final
	\$ 72,578.08	<i>Estimate for Illustration = \$85,000.00</i>		
<p style="text-align: center;">CONTINUING OUTLAY FOR MAINTENANCE OF RESIDENCE AND ADMINISTRATION IS TO BE ADDED TO THIS SUM AND PAID OUT IN ACCORDANCE WITH NON-JUDICIAL SETTLEMENT AGREEMENT.</p>				

PROMISSORY NOTE

\$12,000 Note - dated 10/7/2021

1. THE PARTIES. On October 7, 2021, One individual known as Elizabeth A Owens of [REDACTED], referred to as the "Borrower",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of [REDACTED] Mexico, 87594-1938, referred to as the "Lender", the sum of \$12,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on October 11, 2021, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on November 5, 2021, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$12,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

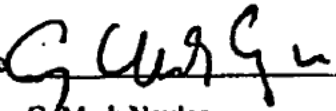
12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

Borrower's Signature  date 10-7-21
Elizabeth A Owens


Lender's Signature  date 10-7-21
G/Mark Naylor
(address below)

Lender's Signature  date 10.7.21
Dale W. Gunn


PROMISSORY NOTE

\$13,000 Note dated 12/15/2021 (original is signed)

1. **THE PARTIES.** On December 15, 2021, One individual known as Elizabeth A Owens of [REDACTED] referred to as the "Borrower",

RECEIVED AND PROMISES TO PAY

Two individuals known as G. Mark Naylor and Dale W Gunn of [REDACTED] referred to as the "Lender", the sum of \$13,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. **PAYMENTS:** The full balance of this Note, including any accrued interest and other fees, is due and payable on February 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. **SECURITY:** This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$13,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. **INTEREST DUE IN THE EVENT OF DEFAULT:** In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. **PREPAYMENT:** Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

ORIGINAL DULY EXECUTED BY ALL: DECEMBER 15, 2021

Borrower's

Signature _____ **date** _____

Elizabeth A Owens



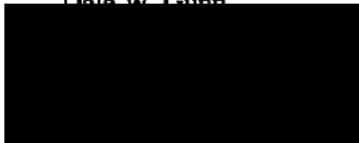
Lender's Signature _____ **date** _____

G. Mark Naylor

(address below)

Lender's Signature _____ **date** _____

Dale W. Gunn



PROMISSORY NOTE

\$20,000 Note 2022.02.07

1. THE PARTIES. On January 18, 2022, One individual known as Elizabeth A Owens of [REDACTED] referred to as the "Borrower",

RECEIVED AND PROMISES TO PAY

Two individuals known as Guy Markley Naylor and Dale W Gunn [REDACTED] referred to as the "Lender", the sum of \$20,000.00 US Dollars, referred to as the "Borrowed Money", with interest accruing on the unpaid balance at a rate of 4 percent (%) per annum, referred to as the "Interest Rate", beginning on February 1, 2022, under the following terms and conditions:

2. PAYMENTS: The full balance of this Note, including any accrued interest and other fees, is due and payable on May 1, 2022, referred to as the "Due Date". The Borrowed Money shall be paid at any time as long as it is before the End Date.

In addition, Borrower agrees to pay any bank fees required to transfer the money from Lender to Borrower; and any postal fees incurred by the Lender.

3. SECURITY: This note shall be secured under the following:

The Borrower agrees to provide commensurate value (\$20,000 + 4% interest + taxes + Fees) of borrower's interest in the Estate of Elizabeth W. Naylor, referred to as the "Security", which shall transfer to the possession and ownership of the Lender if this Note should be in default. The Security may not be sold or transferred without the Lender's consent during the course of this obligation.

4. INTEREST DUE IN THE EVENT OF DEFAULT: In the event the Borrower fails to pay the note in-full on the Due Date, unpaid principal shall accrue interest at 4% per annum until the Borrower is no longer in default.

5. PREPAYMENT: Borrower may pre-pay this Note without penalty.

6. ATTORNEYS' FEES AND COSTS: Borrower shall pay all costs incurred by Lender in collecting sums due under this Note after a default, including reasonable attorneys' fees. If Lender or Borrower sues to enforce this Note or obtain a declaration of its rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal) from the non-prevailing party.

7. NON-WAIVER: No failure or delay by Lender in exercising Lender's rights under this Note shall be considered a waiver of such rights.

8. SEVERABILITY: In the event that any provision herein is determined to be void or unenforceable for any reason, such determination shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

9. INTEGRATION: There are no verbal or other agreements which modify or affect the terms of this Note. This Note may not be modified or amended except by written agreement signed by Borrower and Lender.

10. CONFLICTING TERMS: The terms of this Note shall have authority and precedence over any conflicting terms in any referenced agreement or document.

11. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be made to the parties at the addresses listed below.

12. GUARANTORS: There shall be no other person, under the terms of this Note, that shall be responsible for the payment and any accrued interest other than the Borrower.

13. EXECUTION: The Borrower executes this Note as a principal and not as a surety.

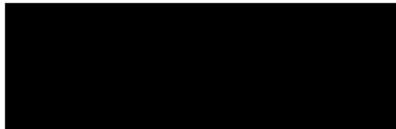
14. GOVERNING LAW: This note shall be governed under the laws in the State of New Mexico.

With my signature below, I affirm that I have read and understand this promissory note.

ORIGINAL DULY EXECUTED BY ALL: FEB. 7, 2022

Borrower's
Signature _____ **date** _____

Elizabeth A Owens



Lender's Signature _____ **date** _____

Guy Markley Naylor
(address below)

Lender's Signature _____ **date** _____

Dale W. Gunn

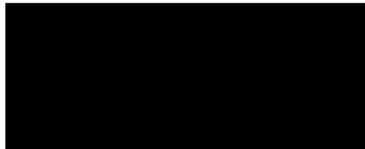


EXHIBIT B

From: Tina Taylor, Esq. - Taylor Law LLC
To: Lisa G. Adelman
Subject: In re the Matter of Elizabeth Williams Naylor
Date: Friday, July 28, 2023 7:47:07 PM
Attachments: image71ce79.JPG
NAYLOR OWENS, Elizabeth Summary 07282023.docx

Dear Ms. Adelman:

As you well know, my client and beneficiary of the Estate of Elizabeth Williams Naylor, is entitled to audit and assess the distributions associated with the Estate of Elizabeth Williams Naylor. We, therefore, request the following:

Proof that a Tax ID Number (EIN) was Created
Proof that Tax Returns were Filed
Copies of Trust Bank Account Statements
Accounting of all Expenditures

In addition, my client requests a detailed inventory and photo appraisal of all of the Estate's assets including -but not limited to- fine art, pewter, collectibles, antiques, furnishings, and furniture, which were not distributed to my client after her mother's passing on Thanksgiving Day, 2011.

In fact, to this day, my client has not been provided with an explanation as to the whereabouts of the above-referenced items nor has she been given an inventory of what items were supposedly "stolen" in the ransacking on February 22, 2023, what is in your client's home/possession, or what is being "safely stored for now in a climate-controlled unit". I have provided an attachment to illuminate our position.

Finally, we seek reimbursement of loan fees, IRA distribution fees, as well as loss of rental revenue associated with leasing the Naylor Home, which my client estimates at \$183,322.

Thank you in advance for your prompt attention to this important matter.

Sincerely,

Tina Taylor, Esq.

TAYLOR LAW, LLC

IMPORTANT & CONFIDENTIAL: This email is confidential and intended only for the addressee. Should you receive this email in error, please respond to me, advising that I reached the incorrect recipient and delete the information.

From: Lisa G. Adelman [REDACTED]
Sent: Friday, July 14, 2023 9:34 AM
To: Tina Taylor, Esq. - Taylor Law LLC [REDACTED]
Subject: Naylor

As we discussed, can you please provide me with your client's requests in order to resolve their outstanding claims and debts.

Lisa Adelman

Lisa G. Adelman

Sommer Udall Law Firm, P.A.



www.sommerudall.com

NOTE: If you are a client, do not forward this email to anyone because doing so may cause you to waive the attorney-client privilege or other protected communications.

DISCLAIMER: DO NOT read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call us (collect) immediately at (505) 982-4676 and ask to speak to the sender of the communication. Also, please e-mail the sender and notify the sender immediately that you have received the communication in error.

EXHIBIT B

[EMAIL ATTACHMENT]

Ms. Elizabeth Naylor (“Ms. Owens”) is not responsible for any property taxes or insurance on her late mother Ms. Elizabeth Williams Naylor’s (“Ms. Williams Naylor”) home at 649 Running Water Circle S.E., Albuquerque, New Mexico. She was entitled to receive 50% of the home ‘free of trust’ upon the death of her mother on November 24th, 2011. However, **co-trustees and spouses, Mr. Mark Naylor (“Mr. Naylor”) and Dr. Dale Gunn (“Dr. Gunn”), did not distribute the home to beneficiary Ms. Owens, and, in fact did not even put her name on Title until July 2022.** It is baffling as to why they did not include her on the Title for more than 10 1/2 years after her mother’s death. This was unknown to Ms. Owens and very detrimental to her in efforts to show her share of ownership as an asset in applying for mortgage refinancing. She was only made aware that her name wasn’t on the Title after she’d filled out mortgage applications listing her share of the Albuquerque home as collateral, and potential lenders alerted her that they could find no record of her having any share of ownership in the property.

Ms. Owens never received a key to the Running Water Circle home from the Co-Trustees and had no ability to access it after her mother passed away. She never received any property tax or insurance bills from the Co-Trustees, who nonetheless now contend she owes them tens of thousands of dollars for these expenses, for which they also refuse to provide an accounting. It is likely that the Co-Trustees were able to deduct such expenses from their own tax returns since 2012. So, not only would they have lessened their own financial burden with these deductions, they are now seeking reimbursement from Ms. Owens who, at this point, would not be able to benefit herself from claiming any such deductions. Furthermore, her input on insurance and property tax matters was never sought by the Co-Trustees.

Sadly, the Running Water Circle home was ***neither secured, nor maintained***, which led to its apparent “ransacking” on February 22, 2023, and selling for at least \$120,000 less than it should have on March 30, 2023.

With regard to \$65,000 in personal loans given to Ms. Owens from Mr. Naylor and Dr. Gunn, there needs to be a true accounting of the art and antique assets in the estate of the late Ms. Williams Naylor. ***Nearly 12 years after her mother's death, Ms. Owens has yet to receive ANY art or antiques, nor does she know the whereabouts or condition of these items.*** Ms. Owens views this as an insult to the memory of her mother and father who took great pride and joy in the art and antiques they collected over many years and fully expected would be passed to their children and grandchildren as a valued legacy.

Simply given the factors listed above, Ms. Owens is entitled to not only her share of art and antiques, but an additional \$60,000 to account for missing out on what would have been her half of the additional \$120,000 the house should have sold for, according to comps and realtor opinions; *plus* \$162,346 to account for half of the rental income she would have received if Mr. Naylor and Dr. Gunn had rented out the property for more than a decade after Ms. Williams Naylor's death and administered the trust for the benefit of its beneficiaries. That rental income figure comes from averaging the short and long term income figures and dividing them in half.

In total, Ms. Owens would be entitled to \$222,346. However, when the \$65,000 in personal loans from Mr. Naylor and Dr. Gunn is subtracted, the **total that she is owed just for loss of income and sale value of the real property, plus what she paid in interest and SEP/IRA distribution fees to Mr. Naylor and Dr. Gunn for loans (\$30,276) when they should have just distributed her share of the home, is \$187,622.** That is before taking into account the art and antique assets and their value which will need to be appraised.

TRUST AND WILL

1. Ms. Williams Naylor signed a **Trust (EXHIBIT 1)** *and* a **Will (EXHIBIT 2)** on May 24th, 2011 on the same day, while she was seriously ill in the hospital, one month shy of her 85th birthday. **These documents had conflicting terms, despite being signed on the same day.**
 - a. Both were prepared by Mr. Naylor and Dr. Gunn's attorney, F. Vaughan Thomas, who also notarized the document, which was witnessed by his staff.
 - b. Mr. Naylor was to serve as Personal Representative of the Estate.
 - c. Mr. Naylor and Dr. Gunn were to serve as Co-Trustees of the newly formed 'Elizabeth Williams Naylor Protective Living Trust'.
 - d. The **will** was to simply divide the Estate 50/50 between her children, Mr. Naylor and Ms. Owens, upon Mrs. Williams Naylor's death. The **trust**, however, was to immediately take possession of Mrs. Williams Naylor's home at [REDACTED] with Dr. Gunn and Mr. Naylor listed on the deed as 'Co-Trustees'. In addition, the trust gave Dr. Gunn and Mr. Naylor an additional five percent of the estate.
2. In her Last Will and Testament, dated May 24, 2011, Elizabeth Williams Naylor wrote: "I authorize and empower my Personal Representative [Mr. Naylor] to sell or convey at public or private sale, and to lease for any term of years, any real estate or other property which I may own **at the time of my death.**" Mr. Naylor did not put the home up for rent nor did he sell the home until Ms. Owens begged him to do so in March, 2023.
3. As a beneficiary, Ms. Owens was not provided with copies of the Will nor the Trust Agreement until January 31, 2023, more than two months after the death of Ms. Williams Naylor on November 24th, 2011. This did not comply with the timeframe allowed for beneficiaries to be provided with such documents.
4. Ms. Owens is disgusted, disheartened, and sickened by what has come to light in recent months with regard to the ransacking and sale of her mother's home and the distribution of the valuable oil paintings, furniture, pewter, etc. in the estate.

5. It has become apparent that either through negligence or intentional actions, the wishes of Ms. Williams Naylor were not carried out as she expected they would be upon her death.
6. If Dr. Gunn and Mr. Naylor had neither the time, energy nor desire to carry out the wishes of Ms. Williams Naylor and act as Co-Trustees and Personal Representative (Mr. Naylor only) in keeping the Running Water Circle property maintained, secured, rented, and/or sold, then they should have notified Ms. Owens so that she could have had the opportunity to do these things.
7. Dr. Gunn and Mr. Naylor neither informed Ms. Owens, nor sought her input with regard to any maintenance, security, property taxes, insurance, nor the sale or lease of the home. She was completely left in the dark with her name not on title and no access to the property. This clearly was not her late mother's wish.

46A-8-813. DUTY TO INFORM AND REPORT.

8. Mr. Naylor and Dr. Gunn accepted their positions as Co-Trustees on May 24th, 2011 (see Trust Agreement). HOWEVER, Ms. Owens was not told about the Trust nor the Will until January 30th, 2012, which was more than two months after the death of the Grantor, Ms. Williams Naylor. Therefore, Ms. Owens never had the opportunity to contest either, should that have been her desire. See below:

B. A trustee:

(1) upon request of a beneficiary, shall promptly furnish to the beneficiary a copy of the trust instrument;

(2) **within sixty days after accepting a trusteeship, shall notify the qualified beneficiaries of the acceptance and of the trustee's name, address and telephone number;**

(3) **within sixty days after the date the trustee acquires knowledge of the creation of an irrevocable trust, or the date the trustee acquires knowledge that a formerly revocable trust has become irrevocable, whether by the death of the settlor or otherwise,** shall notify the **qualified beneficiaries of the trust's existence**, of the identity of the settlor or settlors, of the right to request a copy of the trust instrument and of the right to a trustee's report as provided in Subsection C of this section...

INCONTESTABILITY PROVISION (8.2 of Trust Agreement)

9. Additionally, the inclusion of the Incontestability Provision is highly unusual and seems completely out of character for Ms. Williams Naylor, as both a loving mother and an 84-year old woman who loved and adored her daughter, granddaughters and son-in-law.

SECTION 6 - DISPOSITION OF THE TRUST (Trust Agreement)

SECTION 6.1

10. In the NJSA, Mr. Naylor and Dr. Gunn have omitted that the sum of 5% of the total value of the Trust estate was to **FIRST** be devised and distributed to them **upon the death of grantor** according to the title Section 6. Therefore, one must conclude that action was taken promptly **upon the death of grantor**, Ms. Williams Naylor, on November 24, 2011.
11. However, in the NJSA (page 7 of EXHIBIT B - SCHEDULE OF DISTRIBUTION), Mr. Naylor and Dr. Gunn say they are **NOW** entitled to \$28,639.74 as the additional 5% share of the estate.
12. They have had exclusive access to Ms. Williams Naylor's bank accounts and it seems possible that since they do not want to provide any accounting of what happened to the funds in those accounts, it is possible that they did make the 5% distribution to themselves soon after her death.
13. There is a massive discrepancy between what Mr. Naylor filed with the court on September 20, 2012, in regards to the "Grand Total of Estate" (\$328,394.73 on page 5 of the Inventory and Appraisal of Estate) and what they value it at in the NJSA (\$572,794.73).
 - a. The figure that they gave in the 2012 court filing would mean they would be entitled to \$20,000, since 5% would amount to only \$16,419.74 (and they claim that Ms. Williams Naylor wanted them to have ("5% or \$20,000, whichever is greater", while the amount they gave in the 2022 NJSA would leave them with \$28,640.74.
 - i. That is 43.2% more than they would have been entitled to in 2012.

SECTION 6.2.2

14. In the drafting of the clause, it states that Ms. Williams Naylor's granddaughters would be recipients of Ms. Owens' share of her Estate if Ms. Owens failed to survive her by thirty days.

15. No contact information is provided for the granddaughters, Ms. Sarah Elizabeth Owens, nor Ms. Laura Michelle Owens, and neither were ever sent copies of the Trust Agreement, as required by law. Therefore, they would not have known of their right to a portion of grandmother's Estate if their mother had passed away.

NON-JUDICIAL SETTLEMENT AGREEMENT (“NJSA”) - signed May 22, 2022

MISMANAGEMENT OF THE TRUST

16. According to the NMUTC, the Co-Trustees were to administer and manage the trust assets for the benefit of the trust beneficiaries. This was *not* done whatsoever in the case of Mr. Naylor and Dr. Gunn in their role as Co-Trustees, as Ms. Owens was left with a fraction of what she would have been entitled to had they followed through with Ms. Williams Naylor’s wishes in 2011. The Trust was entirely managed for the benefit of Mr. Naylor, who was not only a beneficiary, but also a Co-Trustee, and Personal Representative of her Estate.
17. According to NMSA 1978 Comp., Section 46A-8-817 (2003), 46A-8-817.

Distribution upon termination:

*A. Upon termination or partial termination of a trust, the trustee may send to the beneficiaries a proposal for distribution. **The right of any beneficiary to object to the proposed distribution terminates if the beneficiary does not notify the trustee of an objection within thirty days after the proposal was sent, but only if the proposal informed the beneficiary of the right to object and of the time allowed for objection.***

The Co-Trustees said the effective date of the Settlement Agreement was April 15, 2022, but **they did not send it to Ms. Owens to sign until more than two months later**, on June 22, 2022. Regardless of the fact that it is not valid because of the Co-Trustees’ improper conduct, that would still mean the assets should have been distributed last year. As of July 27th, 2023, they still have not been distributed and Ms. Owens has no clue where they are, despite her verbal request to Mr. Naylor in March, 2023, that he send her share to her home in Scottsdale, Arizona.

NO ACCOUNTING PROVIDED

18. Since Mr. Naylor and Dr. Gunn became Co-Trustees on May 24th, 2011, they did not provide Ms. Owens with a single bank statement, accounting, tax returns, or any financial documentation.
19. Despite that, on page 18 of the NJSA, a Bank of America account (#4390 0473 6789) is referenced that was not listed as a Trust bank account on the Trust Agreement that Ms. Owens received on January 30th, 2011.
- a. This account supposedly held \$35,358.87 in it and was used for *expenses of last illness, funeral, burial, and estate/trust administrative expenses until exhausted.*
 - i. A contract obtained from French Mortuary (EXHIBIT 3) shows that the expenses for funeral and burial were only \$3,484.20.
 - ii. Ms. Williams Naylor had Medicare and health insurance, so the expenses from her last illness should have been limited. Thus, it is puzzling as to how the Co-Trustees spent the remaining \$31,874.67. It is worrisome that they do not wish to provide bank statements to support these supposed expenses paid on behalf of the Grantor. A transparent, accurate accounting should have been kept and made available, unless there is something to hide.
20. It appears that Mr. Naylor and Dr. Gunn never had a right to present the NJSA to Ms. Owens to sign, **since they were not a regulated financial service institution qualified to do trust business in New Mexico.** See below:

F. A knowing waiver by a settlor of the duties of the trustee to inform and report to beneficiaries under the Uniform Trust Code [46A-1-101 NMSA 1978] is effective, but only while the trustee is a regulated financial service institution qualified to do trust business in New Mexico. The knowing waiver must be conspicuous, must be contained in the terms of the trust or of a separate affidavit signed by the settlor and

must state that the settlor has been informed of the risks and consequences of the waiver and that the settlor nevertheless directs that the reports and information be withheld by the trustee. As used in this subsection, "conspicuous" means conspicuous as defined in Section 55-1-201 NMSA 1978.

21. Several page numbers on the NJSA 'accounting' that was sent to Ms. Owens by Dr. Gunn and Mr. Naylor are missing, which make it impossible to understand their calculations. Ms. Owens did not receive:

- a. Page 1 and pages 11-12 of "EXHIBIT A, Statement of Accounting"
- b. Pages 2-3 of "EXHIBIT C, Indebtedness Owed by Dale"

ASSET DISTRIBUTION

22. In Section 6.2, “Disposition of Remainder of Trust Estate and Termination of Trust”, **the assets were to be distributed “OUTRIGHT, FREE OF TRUST”**.

Therefore, there were no strings attached and **Ms. Owens should have gotten her share upon the death of Ms. Williams Naylor**.

23. Mrs. Williams Naylor died nearly twelve years ago (on November 24, 2011), yet her many valuable assets, including oil paintings, antique furniture, pewter, etc. have not been distributed.

24. Ms. Owens has asked Mr. Naylor about the whereabouts of some of the valuable antique oil paintings and other artworks, embroidery, etc., in her mother’s estate and he answered that he has taken some of them to his home, yet he has not voluntarily provided this information, so she remains in the dark about what he’s “distributed” to himself and what may have been taken in the “ransacking”.

25. Mr. Naylor emailed Ms. Owens on April 28, 2023 to say, “Your things are safely stored, for the moment, in a climate controlled unit here in Santa Fe.”

- a. Mr. Naylor has not given a list of what these “things” are, the address of the unit where they’re stored, and the reason why he had them moved to Santa Fe, instead of sending them to Ms. Owens’ home in Scottsdale.
- b. Since it was the job of the Co-Trustees to distribute the assets following the death of Ms. Williams Naylor in 2011, the fact that they continue to hold them nearly twelve years later is tantamount to theft.
- c. Had Mr. Naylor and Dr. Gunn carried out their duties in promptly distributing the assets following Ms. Williams Naylor’s death in 2011, they would not have had continued access to the antiques and artwork that rightfully belong to Ms. Owens.

LOSS OF POTENTIAL PROFIT FROM THE SALE OF REAL PROPERTY

26. EXHIBIT 10 includes property valuations done from Zillow, Realtor.com, Movato, Mashvisor, Propstream, the NM Home Team, and a formal CMA done by top Albuquerque realtor Seth Rocherfort. The home was undoubtedly worth \$440,000 on the date of its sale, March 30th, 2023.

LOSS OF POTENTIAL RENTAL INCOME FROM 2011-2022

27. The beneficiaries were to receive their portion of the real and personal property “free of trust”. Since that did not happen, Mr. Naylor and Dr. Gunn, as Co-Trustees, could have made the argument that they wanted to hold onto the house for the sake of generating rental income for the trust. Yet, **they left the house unoccupied and unrented for nearly 11 and 1/2 years.**

LONG TERM RENTAL VALUE - potential lost profit of \$228,384

28. According to Rentometer.com, the average rent rate for 649 Running Water Circle in the last four years was \$2308 per month, but historical data is not available beyond that. That would mean that if the home made \$27,696 per year between March, 2019 and March, 2023, the total for just those years is \$110,784.
29. Since we don’t have average rental rates prior to 2019, we can conservatively estimate that from February, 2012 thru February, 2019, the Running Water Circle home would have rented for \$1400 per month. That would mean \$16,800 per year for seven years, which adds up to a total for those years of \$117,800.
30. Between February, 2012 and March, 2023, if rented, the house could have generated, at minimum, \$228,384, and likely way more considering the low figure used to calculate potential rent income prior to 2019. **If this was split between the beneficiaries, that would mean that each would have received \$114,192.**

SHORT TERM RENTAL VALUE - potential lost profit of \$421,000

31. According to AirDNA, which is the website of choice for lenders to use when evaluating short-term rental prospects, the house would have made \$54,000 in revenue in 2022, \$52,000 in 2021 (EXHIBIT 4). That is *after* a 20% property management fee and lodging tax AND with low occupancy rates.
32. If we take 2021-2022 into consideration, eliminate 2023 altogether, and use a very conservative figure of \$35,000 per year for 2012-2020 (9 years x \$35,000), then it could have made \$421,000 **as a short term rental, which would have given the beneficiaries \$210,500 EACH.** As such, the house would have been better maintained in order to be a profitable rental, which would have meant that

the beneficiaries could have easily received a \$440,000 sales price at a minimum for the house if they decided to sell in March, 2023.

DELIBERATE EFFORTS TO GET LOW VALUE FOR HOME SALE

33. In early 2023, Ms. Owens begged Mr. Naylor to sell Ms. Williams Naylor's home, which he and Dr. Gunn were supposed to have sold or rented more than a decade earlier. Ms. Owens needed to refinance her home in Scottsdale and required an influx of cash which the Albuquerque home sale could provide. Mr. Naylor reluctantly agreed to sell their mother's home, which had been unoccupied and unrented for more than 11 years.
34. During discussions about selling the property, Mr. Naylor shockingly said it was discovered that the home had been "ransacked" on February 22, 2022.
35. Ms. Owens daughter, Laura, did exhaustive research and found many potential buyers online who were eager to see the Running Water Circle home and understood that they would need to offer at least \$400,000 for it, since it was worth a minimum of \$440,000 on real estate valuation sites (EXHIBIT 5).
36. When told that his niece, Laura Owens, had lined up eager potential buyers who were ready to see the home and make offers, Mr. Naylor made it abundantly clear that he and Dr. Gunn would "dress like hillbillies" to show the home. Inexplicably, he said they would not dress up, nor go out of their way to present themselves and the home in a favorable light. He said they had no intention of having the home cleaned for potential buyers, despite the fact that the 'ransacking' occurred a couple of weeks before the home showings were lined up.
37. Ms. Owens obtained images of the house after the ransacking from the Albuquerque Police body cam video footage taken during the 'ransacking' investigation on February 22, 2023 and from potential buyers who toured the home on March 8, 2023.
38. As shown in the exhibits, in some respects, Mr. Naylor and Dr. Gunn made the house look worse for potential buyers than it did at the time of the 'ransacking'. It's puzzling as to why on the night of the 'ransacking', the kitchen table had only a couple of items on it, yet when Mr. Naylor and Dr. Gunn showed it to potential buyers, the table was cluttered with things, including a prominently placed can of Raid bug spray. (EXHIBIT 6). Anyone who truly wanted to sell a home for top

dollar, would have seen to it that a can of Raid bug spray wasn't on the kitchen table!

39. After the home showing, Mr. Naylor said he had received offers to purchase it, but he did not send any of them to Ms. Owens for her perusal. He said there were no offers over \$300,000, despite potential buyers having previously agreed with Ms. Owens' daughter that they would not look at the home unless they understood its condition post-'ransacking' and were prepared to offer a minimum of \$400,000. He adamantly demanded that Ms. Owens' daughter not have any further contact with any potential buyers, despite the fact that she'd worked hard to vet them and develop trust with them.
40. Ms. Owens asked Mr. Naylor to go back with counter offers to those who had made offers, given that this is standard practice in real estate negotiations, and Mr. Naylor had previously worked in real estate. Surprisingly, Mr. Naylor said **he didn't want to go back with counter offers!** Instead, he was belligerent, bullying, and intimidating in repeatedly asking Ms. Owens on the telephone to **tell him the lowest amount she would accept** as a sale price for the home. **At one point, he screamed, "What is the lowest price you'll take?"**
41. This was on the heels of Dr. Gunn previously sending an email proposal to Ms. Owens saying that he and Mr. Naylor wanted to buy Ms. Owens out so that Mr. Naylor could be in full control of the property. Their proposed buyout offer was based on a "contract sales price" of \$300,000, which they said would leave Ms. Owens with \$17,478, after deductions for what they wanted her to pay for property taxes, homeowners insurance, unspecified other expenses and \$65,000 in personal loans.
42. The Running Water Circle home went under contract in March, 2023 for \$320,000 to an LLC called "Zia Legacy Properties", although the buyer name was mysteriously and abruptly changed the day before signing to "G Investments".

TAXES

43. Ms. Owens, as a beneficiary, was not informed until the past year that Co-Trustee Dr. Gunn had advanced the Trust a total of \$72,758.08, and is not responsible for expenses for which she had no control and the Co-Trustees refuse to provide an accounting of. Had Ms. Owens been informed, and received an annual report from the Trust, she would not have agreed to continuing expenses on a house for which she had no access, received no rental income from, and which she could not use, since she didn't even have a key. Ms. Owens name was not on the Title until less than a year ago. Thus, Mr. Naylor and Dr. Gunn were on the Title, their address was listed on the Property Tax bill and Ms. Owens was never sent a copy of the bill.
44. According to the American Bar Association:
- a. "Since the estate or trust is a taxpayer in its own right, **a new tax identification number must be obtained and a fiduciary income tax return must be filed for the estate or trust.** A tax identification number can be obtained online from the IRS website. **You cannot use the decedent's social security number for the estate or any trusts that exist following the decedent's death.**"
 - b. "The **fiduciary** also **must file an income tax return for the trust annually.** The fiduciary **can be held personally liable** for interest and penalties if the income tax return is not filed and the tax paid by the due date, generally April 15th."
45. No EIN for the Elizabeth Williams Naylor Trust has been provided to beneficiary Elizabeth Ann Naylor Owens, nor annual accountings of expenses. Ms. Owens is entitled to know what the EIN is and should have received an annual accounting of expenses.
46. Between 2013 and 2022, the taxes that were paid on 649 Running Water Circle totaled \$28,217.02.

INSURANCE

47. In the spring of 2022, Ms. Owens asked Mr. Naylor and Dr. Gunn for proof of homeowners insurance for a mortgage lender who questioned her ownership of the Running Water Circle house. Dr. Gunn provided proof of homeowners insurance on June 28, 2022 in an email, where he stated, "Really, really hoping there is no inquiry to Allstate that will jeopardize the account". Ms. Owens did not understand what he meant.
48. The 'named insured' on the Allstate homeowners policy is 'Elizabeth Naylor', which Dr. Gunn remarked to Ms. Owens was, "Convenient, right?". He did not explain further. However, Ms. Owens maiden name is Elizabeth Naylor. Her mother was Elizabeth Williams Naylor.
49. It appears that the Co-Trustees never alerted Allstate to the fact that the home had been transferred into the Trust and that Ms. Williams Naylor had died.
50. Furthermore, The Elizabeth Williams Naylor Trust was not named the beneficiary of the insurance policy at any point in accordance with Section 5.1 of the Elizabeth Williams Naylor Trust.
51. In addition, the information provided to Allstate to determine homeowners insurance policy pricing is false, since the Co-Trustees stated that the house was occupied by one family and that the insured was "55 and over". This seems to have been an attempt to indicate Ms. Owens as the occupant, since her given maiden name was Elizabeth Naylor (the name on the policy) and she was over the age of 55. It couldn't possibly have referred to her mother, Ms. Williams Naylor, as she was deceased. So, the Co-Trustees didn't have Ms. Owens listed on the Title for the house, but they did have her, in essence, on the hook in terms of falsely indicating she was occupying the home. This could have subjected her to fraud charges, if a claim had ever been filed.
52. After Mr. Naylor told Ms. Owens that a "ransacking" had occurred in their mother's home, Ms. Owens suggested to him that a claim be filed with the insurance company. Mr. Naylor said he wasn't going to do that because, "The deductible on the policy is \$5000 or \$7000, and what's missing totals less than \$10,000." Upon review of the policy, Ms. Owens discovered that Mr. Naylor had

misled her and the deductible was \$500, not \$5000-7,000. Since Mr. Naylor seemed certain that less than \$10,000 worth of art was missing, Ms. Owens expects Mr. Naylor will be able to inform her in writing as to exactly what was taken and deduct it from his portion of the inheritance, since the “ransacking” happened while the home was under the control of him and Dr. Gunn.

53. The Co-Trustees also stated to Allstate that there was a protective device on the home, which entitled them to a discount. They knew this to be false, since there was only a ‘dummy camera’ installed around 1989-1990, but no actual security camera, alarm or patrol service.
54. According to Allstate's website, it typically discontinues insurance coverage on homes that have been unoccupied for more than 30 days. The Running Water Circle home was vacant since late 2010, when Ms. Williams Naylor became ill and was hospitalized and then moved to an assisted living apartment.
55. The cost of insurance for February 19, 2021 - February 19, 2022 was \$1364. An annual accounting was not provided by the Co-Trustees to Ms. Owens, so for argument's sake, this is the figure being used to determine how much was spent annually for homeowners insurance between February 19, 2012 - February 19, 2023. The fiduciary did not maintain adequate insurance coverage and is therefore personally liable. The total for eleven years of payments seems to be roughly \$15,004, which is in no way the responsibility of Ms. Owens, as she was given no billing information during these years, had no opportunity to shop around for another policy, and was told that even after a theft had occurred, an insurance claim couldn't be filed.

PERSONAL LOANS/SPENDTHRIFT PROVISION

56. The Trust, created by Dr. Gunn, Mr. Naylor, and their attorney, was specifically a spendthrift trust that stated on page 6 of the Trust Agreement:

***“No interest of any beneficiary hereunder shall be transferable or assignable by anticipation, either by the voluntary or involuntary act of such beneficiary or by operation of law, or be liable for any debts or liabilities (including liabilities for alimony or child support) of such beneficiary.*”**

57. Despite this clause, they, as Co-Trustees, did not follow the rules of the Trust that they created and attempted to secure personal loans they made to Ms. Owens with her interest in the estate. They did not discharge their duty to distribute the real and personal property of Ms. Williams Naylor following her death in November, 2011, ultimately leaving Ms. Owens in a financial position made much more precarious by their actions.

58. Dr. Gunn and Mr. Naylor should have distributed these things, which belonged to Ms. Williams Naylor, in 2011, and abused their position as Co-Trustees by using them instead as collateral for personal loans to Ms. Owens, which would equate to personal gain.

59. Mr. Naylor emailed that he sold \$3400+ worth of household and other items at an estate sale he held at the Running Water Circle home in mid April, 2023. Three months later, he has not given Ms. Owens her half of those proceeds, which, while not a sizable portion of the estate, is very indicative of the attitude he seems to have about their mother's estate. He and Dr. Gunn, by their actions or lack thereof, have viewed the home and other assets as their own personal property, under their control, on their timetable, with little or no regard as to the wishes and expectations of the late Ms. Williams Naylor, nor the financial needs of her daughter, Ms. Owens, who was facing the potential loss of her home at a time when she was also caring for her seriously ill husband. Ms. Williams Naylor would be appalled and disgusted by their actions, which included selling her underpants for \$1.00 each, along with boxes of her adult diapers. Yet, they don't want to provide a transparent accounting of expenses and asset locations.

PERSONAL PROPERTY APPRAISALS

60. As Personal Representative, Mr. Naylor failed to get true, accurate appraisals of both the real and personal property of Mrs. Williams Naylor.. Mr. Naylor's education and profession have been in the art and antiques field, and he has served as Advisory Trustee Board Member of the Museum of New Mexico Foundation.

OIL PAINTINGS

- a. The oil paintings 'appraisal' was done by the late Mr. Frank H. Hogan, who claimed to be an ISA appraiser. Ms. Owens contacted ISA and discovered that ***Mr. Hogan was not a certified ISA appraiser*** at the time he 'appraised' the artwork.
- b. His "appraisal" is dated November 24, 2011, which, oddly, is the same day Ms. Williams Naylor died. She passed away around 9:00 that morning, which was Thanksgiving Day. It is difficult to believe that Mr. Hogan got a call saying Ms. Williams Naylor had died, dropped what he was doing on Thanksgiving and raced over to do an appraisal at her home. His appraisal was at the request of Mr. Naylor, who would have had to meet Mr. Hogan at the Running Water Circle house in order for him to gain access to the art work. Since Mr. Naylor was with family that day at the hospital and at lunch afterward, it seems unlikely that the appraisal occurred on Thanksgiving. If it did occur that day, it was unnecessary and in poor taste to get the items appraised ***literally before the body was cold***, and, if it wasn't done on Thanksgiving, then the document Mr. Hogan submitted is fraud since he signed it certifying it was conducted on November 24, 2011.
 - i. On June 12th, 2012, Mr. Naylor filed a Motion for Order to Extend Time For Filing of Inventory, which stated, "**Personal Representative continues to appraise the personal property** and real property of decedent, both of which are **complex in**

character (artwork, etc.) and difficult to value, and requests an extension to July 31, 2012, to file an inventory. “

1. If the artwork inventory was completed on November 24th, 2011, why did Mr. Naylor need an extension?
- c. The oil paintings ‘appraisal’, as sent to Ms. Owens, **did not include any photos** of the items appraised and the dimensions of some of the paintings listed were incorrect. In the Albuquerque Police body-cam video obtained by Ms. Owens, **Mr. Naylor and Dr. Gunn told police they have photos of the paintings that were taken in the “ransacking”**. However, the photos were never sent to Ms. Owens and they are not included in the police report of the “ransacking”.
- d. The **descriptions of the paintings on Mr. Hogan’s ‘appraisal’ are extremely vague**, such as ‘2-landscapes’, ‘Rooster with Hens’, ‘Goat Herding’, ‘Peaches/Plums’, etc.). **The ‘appraisal’ consists of one or two word descriptions of paintings which date back to the 1700’s and 1800’s, many of which are museum quality.** A true, valid appraisal of fine art requires much more than a two-word description with inaccurate dimensions, which Mr. Hogan and Mr. Naylor should have known.
- e. Several paintings were missing from the appraisal. This can be proven by a detailed **1989 video of Mr. Max Naylor describing and showing all of the artwork and antiques in the home on Running Water Circle.** Mr. Max Naylor, who passed away in 1990, is the father of Mark Naylor and Ms. Owens, and husband of the late Ms. Williams Naylor. He obtained the vast majority of paintings and antiques in the home over many decades of collecting. He had taken the time to educate himself on the pieces he and his wife owned. They did not collect junk.
- f. It’s become apparent that, for reasons unbeknownst to Ms. Owens, Mr. Hogan **greatly undervalued the art** he appraised. For example, ‘Mother and Son in Red Dress ’was appraised by Mr. Hogan to be worth \$2,500. Ms. Owens did an independent appraisal of the same painting using a photo that was taken from the 1989 video referenced above. It was

appraised by Andrés Gómez of Appraisly.com and estimated to be worth between \$25,000 and \$30,000.

ANTIQUÉ FURNITURE

- g. The 'appraisal' of antique furniture was done by Mr. Leo & Mrs. Candy Rechner, who were known to be friends of Mr. Naylor, and ***not licensed appraisers***.
- h. Furthermore, this so-called 'appraisal' is **unsigned and undated** with no photos.
- i. The antique furniture in Ms. Williams Naylor's house is worth tens of thousands of dollars and needs to be appraised by a qualified appraiser, who could give meaningful, detailed values.
- j. The whereabouts of all of the antique furniture, pewter, china and art needs to be revealed to Ms. Owens.

REAL PROPERTY

- k. Mrs. Williams Naylor's home at **649 Running Water Circle SE, Albuquerque, NM 87123, was never formally appraised**.
- l. Mr. Naylor and Dr. Gunn asked Ms. Sandi Reeder, an Associate Broker at Keller Williams, give an **informal valuation** of the home.
- m. Ms. Sandi Reeder's letter to Mr. Gunn and Mr. Naylor on July 26th, 2012, states, 'Based upon the attached data, it appears that the value of this home is \$234,000 to \$246,000'.
- n. Ms. Owens was *never* provided with the supposed 'attached data'.
- o. Ms. Reeder was not a licensed appraiser. She did not include photos, measurements, maps of the area, sketches, or any of the elements that are needed for a true appraisal.

649 RUNNING WATER CIRCLE SE

59. Ms. Owens never had a key to the home, and therefore had no access to it.

TITLE

- p. A Quitclaim Deed put the home into the names of Dr. Gunn and Mr. Naylor as Co-Trustees of the Elizabeth Williams Naylor Protective Living Trust, on May 24th, 2011.
- q. **Upon Ms. Williams Naylor's death on November 24, 2011, the Co-Trustees were to transfer title of the home into the names of the beneficiaries, Mr. Naylor and Ms. Owens.**
- r. Ms. Owens completely trusted her brother and presumed that her name was put onto Title once Ms. Williams Naylor died in 2011. It came as a rude awakening when she learned from lenders in 2022 that Dr. Gunn and Mr. Naylor had the property in their names and not hers. (EXHIBITS 7-9)

'RANSACKING'

- s. Mr. Naylor had such little regard for Ms. Owens' ownership in the home and the assets that **when the house was "ransacked" on February 22, 2023, he did not notify her of what had happened and only revealed it when she asked why he sounded very odd twenty minutes into a telephone conversation the two had five days later, on February 27th.**
- t. Mr. Naylor sent Ms. Owens an email on February 23rd, the day after the "ransacking", and made no mention of any break-in at their mother's home.
- u. On February 24th, he sent Ms. Owens an email with recipes for mousse desserts and another with a tweet by a user named Laughs 4 All. Again, there was no mention that their mother's home had been "ransacked" two days before and that valuable antique paintings were missing.
- v. In the Albuquerque Police report on the "ransacking", Mr. Naylor reported nine paintings missing, but Ms. Owens has yet to be provided with photos or descriptions of those paintings. Mr. Naylor claims that two of the nine

paintings were sketches he had done himself. That leaves only seven paintings that are missing, and Ms. Owens would like to know which ones they are.

- w. If only seven paintings are missing from the ransacking, then everything else from the home, except what was sold in sale of household items in April, should be accounted for.

REIMBURSEMENT OF INTEREST AND IRA/SEP DISTRIBUTION FEES

61. Had Mr. Naylor or Dr. Gunn sold the home at any point after the time they took over as Co-Trustees then Ms. Owens would not have been in a financial situation where she would have needed money. Her half of the proceeds from the sale of the house would have been more than the amount she borrowed from Mr. Naylor and Dr. Gunn over the years.

- a. Ms. Owens tried to go to a lender to use her half as collateral in 2022, which was when she discovered that her name was not on Title, making a HELOC impossible. However, since Mr. Naylor and Dr. Gunn chose not to sell the house, Ms. Owens had no choice but to take loans from them, for which she was charged hefty fees. Her hands were effectively tied because the Co-Trustees did not distribute her half of the home, which she was entitled to free of trust upon the death of her mother, as a qualified beneficiary. The Co-Trustees clung to the house and neither rented nor sold it, nor put Ms. Owens name on the Title for eleven years.
- b. Therefore, Ms. Owens is entitled to a full reimbursement of the \$23,035 charged by Dr. Gunn for having to open up his IRA or SEP accounts (despite the fact that he was turning 70 1/2 that year and therefore had no choice but to open it) and the \$7,271 in interest that Dr. Gunn charged her for loans over the years.

Closed loans interest:

9/16/19 - \$2604

11/5/19 - \$292

12/9/19 - \$638

6/9/20 - \$82

= \$3616

"Outstanding loans" (calculated by "4% interest begins date") - calculated through 7/13/23

10/11/21 - \$841.32

2/1/22 (for 12/15/21 loan) - \$750.91

2/1/22 (for 1/18/22 loan) - \$1,155.25

8/1/22 (for 7/1/22 loan) - \$378.72

8/1/22 (for 2/22/23 loan) - \$378.72

$\$3504.92 + \$150 \text{ for "wire transfer fees"} = \3654.92

$= \$7,271$ in interest that needs to be reimbursed

$+ \$23,035$ in IRA or SEP distribution fees

$\$30,276$ in fees and interest

EXHIBIT C

STREET ADDRESS
2000 OLD PECOS TRAIL
SANTA FE, NM 87505

MAILING ADDRESS
POST OFFICE BOX 1984
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Robert P. Worcester
Janet McL. McKay
Kenneth Bateman

August 14, 2023

Via Email:

Tina Taylor, Esq.

Re: Estate of Elizabeth Williams Naylor

Dear Ms. Taylor:

We are in receipt of your email dated July 28, 2023. On behalf of Mark Naylor, we enclose the following documents for your review:

- Executed Non-Judicial Settlement Agreement;
- Side Agreement; and
- Final Accounting Summary.

You have requested documents that have previously been provided to your client and you raise various claims which were settled pursuant to the Settlement Agreement as well as the Side Agreement which your client willingly signed. Additionally, Mr. Naylor engaged in discussions with your client pursuant to which she identified various personal possessions she wanted and as a result, he placed those items in storage which have been waiting for her pick up. As noted on the attached Final Accounting Summary, they are in a storage unit which continues to accrue charges.

All of this information has been previously communicated in writing and by phone to your client. Your client has not returned numerous phone calls or emails from Mr. Naylor since early April in which he expressed the need to discuss the estate sale, the personal property she wanted to keep and her financial obligations. Mr. Naylor relied in good faith on your client's promise to repay the loans he had advanced to the Estate and to her individually notwithstanding she obtained the proceeds from the sale of the house that she had originally agreed would be used to pay back the various loans not only in the original Settlement Agreement but in the Side Agreement as well. Were you provided a copy of the Side Agreement?

Ms. Owens verbally promised our client a repayment of her total obligations in April, 2023. Please advise us if your client will be repaying the overdue loans and obligations within the next 30 days.

Tina Taylor, Esq.
August 14, 2023

Please contact me to discuss a resolution of this issue.

Sincerely,



Kurt A. Sommer

cc: Client
17749-004

EXHIBIT C

[ATTACHMENT]

SIDE AGREEMENT

This Side Agreement (“**Agreement**”) is entered into by and between Guy Markley Naylor (referred to as “Naylor”), Dale W. Gunn, M.D.(referred to as “Gunn”), and Elizabeth Ann Naylor Owens (a/k/a Jan Black Owens) (referred to as “Owens”). Naylor and Owens are collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, Naylor, Gunn and Owens entered into that Non-Judicial Settlement Agreement dated April 15, 2022 (the “Settlement Agreement”);

WHEREAS, the Parties have entered into a Real Estate Purchase Agreement for the sale of 649 Running Water Circle SE, Albuquerque, New Mexico (the “Property”);

WHEREAS, the title company is requiring the Parties execute a release stating that all obligations set forth in the Settlement Agreement have been resolved and released (the “Release”);

WHEREAS, Naylor and Gunn are willing to execute a Release notwithstanding that Owens has certain outstanding obligations to Naylor and Gunn pursuant to the Settlement Agreement in reliance on Owens’ representation that all obligations are outstanding and will be paid and satisfied at a certain date;

WHEREAS, Naylor and Gunn are willing to close on the sale of the Property and authorize the title company to distribute proceeds to Owens in reliance on the agreement by Owens that such obligations are still outstanding notwithstanding the Parties’ execution of the Release and Owens commitment to remit payment to Naylor and Gunn;

WHEREAS, the Parties confirm that Owens continues to be obligated under the terms of the Settlement Agreement, as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Mutual Agreement.** The Parties agree that upon execution of the Release all claims made or which could have been made in connection with the Settlement Agreement will not be released or discharged.

2. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, assigns, and heirs.

3. **Governing Law.** This Agreement shall be subject to, governed by, and construed and interpreted in accordance with the substantive laws of the State of New Mexico, without

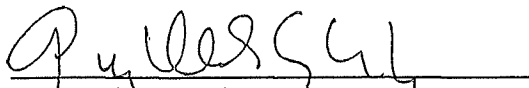
giving effect to any conflicts of law rule, principle, or statute that would result in the application of the laws of another jurisdiction. If, and to the extent any provision of this Agreement is held to be invalid or unenforceable, such provision will be curtailed to the extent required to be valid under applicable law, and as so curtailed, will be enforceable.

4. **Attorneys' Fees, Costs, and Expenses.** In the event of litigation to enforce or defend performance of this Agreement, the prevailing party (which shall be the party that receives the substance of the relief sought) shall be entitled to recover from the opposite party its reasonable attorneys' fees and costs and expenses of such litigation and of evaluation and pursuit or defense of such claims.


5. **Severability.** In the event that any of the provisions herein contained shall be deemed to be contrary to any provision of any applicable law, then the terms hereof shall be valid and binding to the extent that the same are not contrary to any provision of any applicable law.

6. **Counterparts.** This Agreement may be executed in counterpart by the Parties on different counterparts, each of which shall be an original, and the counterparts shall together constitute the same Agreement.

7. **Full Agreement.** All agreements and understandings between the Parties are embodied and expressed herein, and all terms of this Agreement, including "Recitals," are contractual and not mere recitals. The Agreement is a completely integrated agreement which supersedes and replaces all prior written or oral agreements and all contemporaneous oral negotiations, proposed agreements, and agreements with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing executed by the Parties. The Parties acknowledge that they have not made any promise, representation, or warranty whatsoever, express or implied, that is not contained herein concerning the subject matter hereof, to induce the other to execute this Agreement.



Guy Markley Naylor
Date: 7-17-23



Dale W. Gunn, M.D.
Date: 7.17.23

Elizabeth Ann Naylor

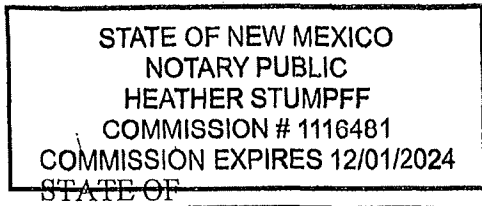
Elizabeth Ann Naylor Owens
Date: 03/28/2023

ACKNOWLEDGMENTS

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on 17th day of July, 2023 by Guy Markley Naylor and Dale W. Gunn, M.D.



Heather Stumpff
Notary Public
My commission expires: 12-01-2024

COUNTY OF _____

This instrument was acknowledged before me on _____, 2023 by Elizabeth Ann Naylor Owens.

Notary Public
My commission expires: _____

FLORIDA ACKNOWLEDGMENT

State of Florida)

County of Miami Dade)

On 03/28/2023 before me, John Telfort, by means of
Date Notary Name

☐ Physical Presence -- OR --

☒ Online Notarization,

personally appeared Elizabeth Ann Naylor

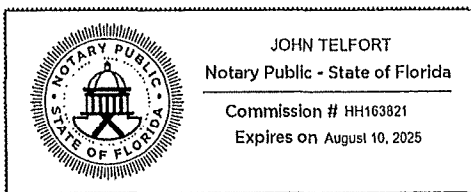
Name(s) of Signer(s)

☐ personally known to me -- OR --

☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness

☒ proved to me on the basis of satisfactory evidence: DRIVER LICENSE
Type of ID Presented

to be the individual(s) whose name(s) is/are subscribed to the within instrument, & acknowledged to me that they executed the same in their authorized capacity(ies) and by proper authority, and that by their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which they acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: _____

Notary Name: John Telfort

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: SIDE AGREEMENT

Document Date: 03/28/2023 Number of Pages (w/ certificate): 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Elizabeth Ann Naylor

☐ Corporate Officer Title: _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: Self

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer Title: _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT C
[ATTACHMENT]

ELIZABETH W. NAYLOR ESTATE
FINAL ACCOUNTING SUMMARY

Sale of Running Water house	\$320,000	Net	\$316,000
Estate Sale			\$ 3,430
			<hr/>
Net			\$319,340

M. Naylor / D. Gunn Loans to Estate (as of 7/5/2023)	\$ 92,581
Less 5% to Mark Naylor & Dale Gunn per Will **	<u>\$ 15,972 **</u>
	\$210,787

Jan Owens' Obligations To M. Naylor & D. Gunn

50% of Loans to Estate	\$ 46,290	
50% of E.W.N. Will 5%	\$ 7,986	**(or \$14,320 vs \$10,000)
Gunn/Naylor Loans to Jan	\$ 65,000	
Interest & Transfer Fees	\$ 3249	(Interest as of July 7, 2023)
Schwab reconciliation	\$ 2200	
Storage Locker Fees (April-July)	<u>\$ 1280</u>	
TOTAL	\$126,005	**(or \$132,339 vs \$128,019)

** according to Elizabeth Naylor's Trust Documents, the 5% was to be calculated on the value of the Estate at the time of death, noted in subsequent documents as \$572,794; the 5% = \$28,640. The above used the value as of April 2023 with the sale of the house and the Estate sale proceeds. Trust Documents also indicate \$20,000 as a minimum.

OUTSTANDING LOANS (AS OF 7/7/23)

<u>DATE OF LOAN</u>	<u>AMOUNT</u>	<u>4% INTEREST BEGINS</u>	<u>No. Days</u>	<u>INTEREST DUE</u>
10/7/2021	\$12,000	10/11/2021	636	\$ 835
12/15/2021	\$13,000	2/1/2022	523	\$ 744
1/18/2022	\$20,000	2/1/2022	523	\$1144
7/1/2022	\$10,000	8/1/2022	342	\$ 376
2/22/2023	<u>\$10,000</u>	8/1/2023	--	<u>0</u>
Interest TOTAL \$65,000				<u>\$ 3099</u>
Each wire transfer = \$30 x 5 = \$150				<u>+ \$ 150</u>
TOTAL				\$3249

Loans / Advances Made to the Estate of Elizabeth W. Naylor by M. Naylor & D. Gunn

DATE	AMOUNT	SOURCE	Check No.	Note
6/5/2012	750	WF	1788	HousePainting
6/12/2014	2000	RayJames		Mark's acct
				Loan to BofA checking, aka
9/22/2014	1500	WF	1871	Loan
				Prop
12/7/2014	2738.86	WF	1888	Tax
1/4/2015	2000	WF	1898	Loan
4/2/2015	2000	WF	1912	Loan
6/5/2015	2223.27	WF	1932	GoldenContruction/Fence
Sep-15	2000	WF	1951	Loan
				Prop
12/8/2015	2841.02	WF	1981	Tax
2/10/2016	1500	WF	1995	Loan
2/22/2016	1000	WF	1996	Loan
5/24/2016	1000	WF	2014	Loan
7/26/2016	1000	WF	2025	Loan
				Xeriscape down
7/27/2016	1300	WF	2026	pay
8/3/2016	1540.65	WF	2027	Xeriscape Final
10/26/2016	1000	WF	2053	Loan
12/6/2016	1463.4	WF	2061	Prop Tax 1/2
1/4/2017	1000	WF	2066	Loan
3/7/2017	1000	WF	2075	Loan
4/6/2017	1463.4	WF	2085	PropTax
4/19/2017	1000	WF	2088	Loan
5/22/2017	804.88	WF	2093	GoldenConstruction/Fence
7/3/2017	1000	WF	2100	Loan
9/12/2017	1000	WF	2115	Loan
11/14/2017	1595.53	WF	2123	1/2 Prop Tax 2017
11/27/2017	1000	WF	2127	Loan
1/16/2018	1000	WF	2139	Loan
2/28/2018	1000	WF	2146	Loan
4/10/2018	1595.53	WF	2149	1/2 Prop Tax 2017
4/11/2018	1000	WF	2153	Loan
6/ /2018	1000	WF	1000	Loan (bank counter check)
8/23/2018	1000	WF	1000	Loan
		VISA-		
10/16/2018	171.84	DG		Yard Mntnc
11/7/2018	131.22	WF	2171	Yard Mntnc
11/19/2018	1000	WF	2173	Loan

Loans / Advances Made to the Estate of Elizabeth W. Naylor by M. Naylor & D. Gunn

12/10/2018	740.32	AMEX-DG		Yard Mntnc
12/6/2018	1647.41	WF	2174	1/2 PropTax 2018
		VISA-		
1/5/2019	134.66	DG		Yard Mntnc
		AMEX-		
2/8/2019	134.66	DG		Yard Mntnc
2/19/2019	1000	WF	2192	Loan
		AMEX-		
3/14/2019	177.78	DG		Yard Mntnc
4/15/2019	1647.41	WF	2210	1/2 Prop Tax 2018
		AMEX-		
4/22/2019	134.66	DG		Yard Mntnc
		AMEX-		
5/19/2019	91.54	DG		Yard Mntnc
		VISA-		
6/20/2019	134.66	DG		Yard Mntnc
6/21/2019	200	WF	2227	Loan
		VISA-		
7/3/2019	82.16	DG		Water Bill
7/6/2019	200	WF	2228	Loan
		VISA-		
7/20/2019	91.54	DG		Water Bill
8/15/2019	500	WF	2240	Loan
		VISA-		
9/4/2019	91.54	DG		Yard Mntnc
		VISA-		
9/4/2019	134.86	DG		Yard Mntnc
9/18/2019	500	WF	2252	Loan
		VISA-		
10/19/2019	91.54	DG		Yard Mntnc
11/14/2019	396.03	WF	2262	ThomasLaw
12/10/2019	500	WF	2269	Loan
12/23/2019	1709.47	WF	2274	1/2PropTax 2019
1/21/2020	1000	WF	2281	Loan
4/8/2020	1709.47	WF	2292	1/2PropTax 2019
4/20/2020	500	WF	2293	Loan
6/19/2020	500	WF	2298	Loan
		AMEX-		
7/22/2020	461.08	DG		Yard Mntnc
7/23/2020	500	WF	2305	Loan
10/5/2020	500	WF	2313	Loan
		VISA-		
10/5/2020	97.48	DG		Water Bill
		AMEX-		
11/10/2020	357.4	DG		Yard Mntnc

Loans / Advances Made to the Estate of Elizabeth W. Naylor by M. Naylor & D. Gunn

12/9/2020	1762.5	WF		2322	1/2 propTax 2020
12/18/2020	500	WF		2323	Loan
2/4/2021	500	WF		2328	Loan
3/19/2021	1000	WF		2330	Loan
5/30/2021	1762.5	WF		2336	1/2 propTax 2020
6/18/2021	1000	WF		2340	Loan
9/13/2021	500	WF		2349	Loan
11/20/2021	500	WF		2352	Loan
12/9/2021	1793.1	WF		2356	1/2 prop tax 2021
1/18/2022	500	WF		2359	Loan
2/10/2022	500	WF		2361	Loan
3/15/2022	530	WF	wire txfr		Loan
4/11/2022	1791.8	WF		2368	GoldenConstruction/Fence
4/13/2022	500	WF	wire txfr		Loan
4/30/2022	1793	WF		2370	1/2 prop tax
5/10/2022	3967.81	WF		2372	Thomas Law
5/20/2022	500	WF	wire txfr		Loan
7/1/2022	500	WF	wire txfr		Loan
8/24/2022	500	WF	wire txfr		Loan
10/14/2022	500	WF	wire txfr		Loan
12/9/2022	1856.64	WF		2385	1/2 prop tax
12/20/2022	500	WF	wire txfr		Loan
1/18/2023	500	WF	wire txfr		Loan
2/15/2023	500	WF	wire txfr		Loan
2/24/2023	275.56	WF		2392	HVAC repair
2/28/2023	1162.94	WF	BillPay		Security IPS
3/8/2023	216.35	WF		2393	glass repair
3/11/2023	75	WF		2394	Nimmo-repair
3/16/2023	500	WF	wire txfr		Loan
4/21/2023	300	WF	wire txfr		Loan
					Tumbleweed
4/21/2023	229.47	WF		2398	Shred
4/21/2023	1056.05	WF		2399	Sommer Udall
4/26/2023	280.15	WF	BillPay		IPS-security-final
4/30/2023	1243.97				MovingExpenseSummary
					Estate Sale
5/6/2023	1491.8				expense
6/7/2023	36.47	WF		2407	PNM
7/1/2023	21.16	WF		2409	PNM-Final
7/3/2023	-150.63	WF	deposit		Allstate-refund
	92580.91				

EXHIBIT D

STREET ADDRESS
200 WEST MARCY STREET
SUITE 129
SANTA FE, NM 87501

MAILING ADDRESS
POST OFFICE BOX 1984
SANTA FE, NM 87504-1984

t 505.982.4676
f 505.988.7029

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Mark Kriendler Nelson
Jeremy R. Jones
Jacqueline Berg

Joseph P. Walsh
Estevan R. Sanchez

Of Counsel to the Law Firm
Kenneth Bateman

Joseph A. Sommer
(1922 -- 2006)

Retired
Kimball R. Udall
Robert P. Worcester
Janet McL. McKay

September 25, 2023

Via Email

Tina Taylor, Esq.
Taylor Law, LLC

Re: Estate of Elizabeth Williams Naylor

Dear Ms. Taylor:

Enclosed please find the Personal Property Inventory with designations provided by Mr. Naylor.

All of your client's requested items are in storage and Mr. Naylor continues to pay the monthly rental (\$320 on the 5th of every month). Mr. Naylor has agreed to pay the rent for October, but Ms. Owens will need to make arrangements to continue the lease under her name before the November renewal or to move the items out of storage to her possession.

As you may be aware, Mr. Naylor informed Ms. Owens in an April 2023 email that her requested items and more were in a climate-controlled storage unit, but she did not respond to that email to ask any questions about the items, the location of the unit, or the cost of the unit.

Please advise us of your client's intentions regarding this property so Mr. Naylor can proceed accordingly and if she is unwilling to remove the contents, please be advised that he will no longer be responsible for maintaining the lease payments.

As we previously requested, please advise us if your client will be repaying the overdue loans and obligations.

Please contact me to discuss a resolution of this issue.

Sincerely,



Kurt A. Sommer

cc: Client
17749-004

PERSONAL PROPERTY INVENTORY

Designations are made in accordance with conversations with Elizabeth W. Naylor and Mark Naylor as her personal representative, as well as with phone conversations between Mark Naylor and Jan Black Owens.

Items marked as **JBO** are for Jan Black Owens

Items marked as **??** are unclaimed

Items marked as **MN** are for Mark Naylor

Items marked as **MN** are in his possession.

Item No. 66 Sterling Flatware Set was sent to JBO in 2021.

All other items are in storage at



JBO = Jan Black Owens

MN = Mark Naylor

?? = No Designation

**D. BALANCE OF ASSETS REMAINING FOR DISTRIBUTION
UNDER SCHEDULE OF DISTRIBUTION:**

1	Lucy Horton Green portrait	\$750.00	Stolen
2	Dr. Joel Green portrait	\$650.00	Stolen
3	Stephen Gore Brown portrait	\$1,200.00	??
4	Hannah Brown portrait	\$950.00	??
5	Mother with son in red dress portrait	\$2,500.00	Stolen
6	Lady/gauze shawl portrait	\$400.00	Stolen
7	B.W. Seaward, Esq. portrait	\$1,800.00	Stolen
8	Young girl with King Charles spaniel portrait	\$2,500.00	EWN gift> MN
9	Mrs. Joseph Emerson portrait	\$400.00	JBO
10	Mr. Joseph Emerson portrait	\$350.00	JBO
11	Roses with clear glass vase still life	\$250.00	EWN gift >MN
12	Peaches/plums still life	\$750.00	EWN gift> MN
13	Clipper ship sweepstakes lithograph	\$500.00	Stolen
14	Two (2) landscapes	\$250.00	Stolen
15	Goat herding landscape	\$250.00	??
16	Rooster with hens landscape	\$300.00	??
	<u>LIVING ROOM</u>		
17	Grandfather clock (circa 1800)	\$10,000.00	??
18	Two (2) upholstered arm chair recliners	\$150.00	MN
19	Pine and maple tavern table with drawer	\$1,200.00	MN
20	Blue and white Chinese 19c lamp	\$125.00	??
21	Maple bracket base 19c chest (5 drawer)	\$950.00	JBO
22	Tiger maple 2 drawer night stand	\$650.00	MN

23	Painted deacons bench cl 1850	\$1,200.00	??
24	Salt glazed crock lamp with cobalt décor	\$125.00	MN
25	Cherry and maple night stand (1 drawer)	\$200.00	JBO
26	Maple corner cupboard with solid doors	\$1,400.00	JBO
27	Yoke back Windsor chairs/pair oak and maple	\$830.00 \$425	1 EWN gift>MN 1 = ??
28	Bow back open arm Windsor chair	\$1,250.00	JBO
29	Hunt board (4 drawer)	\$750.00	??
30	Birdcage Windsor maple chair	\$250.00	??
31	Bowback Windsor chair with green painted seat (one of two) (see item #40)	\$1,200.00	MN
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00	MN
33	Ladder back open arm Pilgrim chair	\$1,250.00	??
34	Primitive bird cage Windsor rocker	\$300.00	??
35	Maple slant front bracket base desk	\$4,000.00	MN
36	Comb back Windsor arm chair	\$1,250.00	??
37	Maple tripod table	\$275.00	??
38	English sampler 18 th century	\$1,000.00	EWN gift>MN
39	Fabric sofa bed	\$200.00	Donated
	<u>DINING ROOM</u>		
40	Oak Windsor bowback arm chair (one of two)see item #31	\$1,200.00	MN
41	Pair painted black yoke back Windsor chairs	\$2,000.00	??
42	Welsh oak cupboard	\$3,000.00	JBO
43	Contents of cherry corner cupboard -- china	\$1,000.00	Stolen
44	Birdcage oak Windsor chair	\$250.00	??
45	Continuous arm Windsor chair	\$500.00	JBO
46	Six Windsor dining chairs	\$1,400.00	JBO
47	Cherry glazed front, corner cupboard blue interior	\$2,400.00	MN

	<u>FRONT HALL</u>		
48	Ash hutch top with doors and shelves	\$350.00	MN
49	Ship's model	\$500.00	Broken in burglary Sold
50	Small English Windsor bracket back chair	\$350.00	MN
	<u>DEN</u>		
51	Step-down Windsor chair	\$250.00	??
52	Tiger maple/cherry night stand	\$300.00	JBO
53	Bowback Windsor side chair	\$250.00	??
54	Four drawer cherry and inlay chest	\$850.00	??
55	Two (2) mid-century upholstered wing chairs	\$250.00	??
56	Two drawer cherry drop leaf night stand	\$800.00	??
57	Small Sony TV and VCR	\$35.00	Sold
58	Five shelf collection of collector's research books	\$750.00	EWN gift >MN
59	Collection tin toys, iron banks, trains and accessories	\$5,000.00	Most Stolen
60	Tufted leather desk chair	\$75.00	Donated /Damaged
61	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00	JBO
	<u>KITCHEN</u>		
62	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00	Sold / Donated
63	Assorted bone china tea cups and saucers	\$200.00	Sold
64	Shelf with miscellaneous glass and china	\$200.00	??
65	Set of Blue Danube china	\$450.00	MN gift>EWN returned >MN
66	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00	JBO
	<u>MASTER BEDROOM</u>		
67	Antique chest of drawers	\$350.00	??
68	Antique vanity/desk	\$350.00	??

69	Antique night stand	\$300.00	??
70	Antique night stand	\$300.00	??
71	Brass lamps/pair	\$250.00	Stolen
72	Antique captain's chair	\$65.00	Sold / Broken
73	Hospital bed	\$75.00	Sold
74	Tempurepedic twin bed	\$600.00	Donated
75	Miscellaneous contents of closet	\$100.00	Sold / Donated
	<u>GUEST BEDROOM</u>		
76	1940's mahogany twin beds – pair	\$300.00	Donated
77	Antique blanket chest	\$650.00	MN
78	Antique wood lamp	\$125.00	?? Damaged
79	Miscellaneous contents of closet	\$300.00	Sold / Donated
80	Miscellaneous items	\$1,000.00	Sold / Donated
	<u>OFFICE</u>		
81	Miscellaneous books	\$250.00	Sold / Donated
82	Office supplies	\$100.00	Sold / Donated
83	Office equipment and furniture	\$400.00	Sold / Donated
	<u>GARAGE</u>		
84	Miscellaneous Items in garage	\$3,500.00	Sold / Donated
85	SUB TOTAL – PERSONAL PROPERTY	\$78, 225.00	

ADDENDUM

Items Not Included in the inventory list

Dining table with two drawers	\$950	JBO
Small Blanket Chest, painted	\$350	EWN gift > JBO
Painting: Young Girl, Blue Dress w/ Flowers	\$350	EWN gift > JBO
Victorian Child's Rocker, maple with Green needlepoint Upholstery		EWN gift > JBO
Velvet Negro Doll	\$100	JBO
Pewter in Welsh Cupboard	\$1000	??
American Sampler (Red, White, Blue) 1815	\$350	JBO

EXHIBIT E



STREET ADDRESS
2000 OLD PECOS TRAIL
SANTA FE, NM 87505

MAILING ADDRESS
POST OFFICE BOX 1984
SANTA FE, NM 87504-1984

t 505.982.4676
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Bradley M. Odegard
Kenneth M. Culbreth, III
Plácido D. Gonzales

Joseph A. Sommer
(1922 - 2006)
Retired
Kimball R. Udall
Robert P. Worcester
Janet McL. McKay
Kenneth Bateman

November 3, 2023

Via En 

Tina Taylor, Esq.
Taylor Law, LLC


Re: Estate of Elizabeth Williams Naylor

Dear Ms. Taylor:

Attached is a revised copy of the inventory/appraisal and with designations as to who has spoken for specific individual pieces. We understand in a phone conversation in September 2022, Jan told Mark what specific items she wanted from the Inventory List as well as other small items of sentimental value. At that time, she told him that he "would get no argument" from her regarding the personal property and furniture (distribution). She told Mark she had recently bought a furnished house in Scottsdale and had left in storage, in San Francisco, the contents of her four-story home, and didn't need any more "stuff."


Mark is also providing the non-profit charity donation receipt for the residue from the estate sale and a copy of the charitable donation of their mother's automobile.

Also enclosed is a list of items not in the Inventory, but were separated for Jan as items of sentimental value. We understand that on several occasions, Mark notified her that he had set aside items associated with her, i.e., photos, correspondence, personal memorabilia, etc., and that they were being kept in storage for her to retrieve.

Jan's share of the proceeds from the estate sale have been retained to pay for the storage unit rent (see attachment). On **December 5, 2023**, the rental agreement will need to be transferred to her name along with assuming the rental cost. She will need to respond definitively to the inventory/distribution list by **November 15, 2023**.

Mark will need some time (at least two weeks) to properly consolidate her items in the storage locker and remove undesignated items.

Before removal, we will need to have a reconciliation to balance out the monetary considerations for each party. If Jan owes Mark money, she will need to pay him before she can remove her



Tina Taylor, Esq.
November 3, 2023

items from storage. If Mark owes Jan money, that amount would be deducted from her debt to Mark & Dale.

We will need a document that will finalize the personal property distribution before your client removes her property as Mark does not want any responsibility for her property.

If, from the unspoken for items, your client designates things she wishes to own, they will be in her storage unit. (Mark's items are already in his possession.) She will need to assume the rental payments for her storage unit beginning **January 5, 2024**.

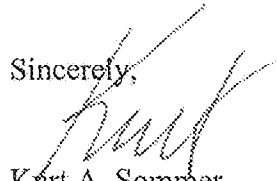
Mark also requests that Jan indicate which pieces in the Inventory she wants that are not already designated. Once the Inventory designations are final, the values assigned to each party will be tallied and there will be a reconciliation to balance out the monetary considerations for each party.

Please advise us of your client's intentions regarding this property so Mr. Naylor can proceed accordingly and if she is unwilling to remove the contents, please be advised that he will no longer be responsible for maintaining the lease payments.

As we previously requested, please advise us if your client will be repaying the overdue loans and obligations.

Please contact me to discuss a resolution of this issue. We await a response to my assistant's email with dates to set up a call. Please let her know when we can discuss this further.

Sincerely,



Kurt A. Sommer

cc: Client
17749-004

EXHIBIT E

[ATTACHMENT]

PERSONAL PROPERTY INVENTORY

Designations are made in accordance with conversations with Elizabeth W. Naylor and Mark Naylor as her personal representative, as well as with phone conversations between Mark Naylor and Jan Black Owens.

Items marked as **JBO** are for Jan Black Owens and are in storage.

Items marked as **??** are unclaimed and are in storage

Items marked as **MN** are for Mark Naylor are in his possession.

Item No. 66 Sterling Flatware Set was sent to JBO in 2021.

JBO = Jan Black Owens

MN = Mark Naylor

?? = No Designation

EWN = Elizabeth W.
Naylor

**D. BALANCE OF ASSETS REMAINING FOR DISTRIBUTION
UNDER SCHEDULE OF DISTRIBUTION:**

1	Lucy Horton Green portrait	\$750.00	Stolen
2	Dr. Joel Green portrait	\$650.00	Stolen
3	Stephen Gore Brown portrait	\$1,200.00	??
4	Hannah Brown portrait	\$950.00	??
5	Mother with son in red dress portrait	\$2,500.00	Stolen
6	Lady/gauze shawl portrait	\$400.00	Stolen
7	B.W. Seaward, Esq. portrait	\$1,800.00	Stolen
8	Young girl with King Charles spaniel portrait	\$2,500.00	EWN gift> MN
9	Mrs. Joseph Emersom portrait	\$400.00	JBO
10	Mr. Joseph Emersom portrait	\$350.00	JBO
11	Roses with clear glass vase still life	\$250.00	EWN gift >MN
12	Peaches/plums still life	\$750.00	EWN gift> MN
13	Clipper ship sweepstakes lithograph	\$500.00	Stolen
14	Two (2) landscapes	\$250.00	Stolen
15	Goat herding landscape	\$250.00	??
16	Rooster with hens landscape	\$300.00	??
	<u>LIVING ROOM</u>		
17	Grandfather clock (circa 1800)	\$10,000.00	MN
18	Two (2) upholstered arm chair recliners	\$150.00	MN
19	Pine and maple tavern table with drawer	\$1,200.00	MN
20	Blue and white Chinese 19c lamp	\$125.00	??
21	Maple bracket base 19c chest (5 drawer)	\$950.00	JBO
22	Tiger maple 2 drawer night stand	\$650.00	MN

23	Painted deacons bench c1850	\$1,200.00	MN
24	Salt glazed crock lamp with cobalt décor	\$125.00	MN
25	Cherry and maple night stand (1 drawer)	\$200.00	JBO
26	Maple corner cupboard with solid doors	\$1,400.00	JBO
27	Yoke back Windsor chairs/pair oak and maple	\$850.00 \$425	1 EWN gift>MN 1 = ??
28	Bow back open arm Windsor chair	\$1,250.00	??
29	Hunt board (4 drawer)	\$750.00	??
30	Birdcage Windsor maple chair	\$250.00	??
31	Bowback Windsor chair with green painted seat (one of two) (see item #40)	\$1,200.00	MN
32	Night stand cherry and maple (2 tier 1 drawer)	\$475.00	MN
33	Ladder back open arm Pilgrim chair	\$1,250.00	??
34	Primitive bird cage Windsor rocker	\$300.00	??
35	Maple slant front bracket base desk	\$4,000.00	MN
36	Comb back Windsor arm chair	\$1,250.00	??
37	Maple tripod table	\$275.00	??
38	English sampler 18 th century	\$1,000.00	EWN gift>MN
39	Fabric sofa bed	\$200.00	Donated
	<u>DINING ROOM</u>		
40	Oak Windsor bowback arm chair (one of two)see item #31	\$1,200.00	MN
41	Pair painted black yoke back Windsor chairs	\$2,000.00	??
42	Welsh oak cupboard	\$3,000.00	JBO
43	Contents of cherry corner cupboard – china	\$1,000.00	Stolen
44	Birdcage oak Windsor chair	\$250.00	??
45	Continuous arm Windsor chair	\$500.00	JBO
46	Six Windsor dining chairs	\$1,400.00	JBO
47	Cherry glazed front, corner cupboard blue interior	\$2,400.00	MN

	<u>FRONT HALL</u>		
48	Ash hutch top with doors and shelves	\$350.00	MN
49	Ship's model	\$500.00	Broken in burglary Sold
50	Small English Windsor bracket back chair	\$350.00	MN
	<u>DEN</u>		
51	Step-down Windsor chair	\$250.00	??
52	Tiger maple/cherry night stand	\$300.00	JBO
53	Bowback Windsor side chair	\$250.00	??
54	Four drawer cherry and inlay chest	\$850.00	??
55	Two (2) mid-century upholstered wing chairs	\$250.00	??
56	Two drawer cherry drop leaf night stand	\$800.00	??
57	Small Sony TV and VCR	\$35.00	Sold
58	Five shelf collection of collector's research books	\$750.00	EWN gift > MN
59	Collection tin toys, iron banks, trains and accessories	\$5,000.00	?? Many Stolen
60	Tufted leather desk chair	\$75.00	Donated / Damaged
61	Copper, pewter, carved decoys, baskets, ceramic and pottery items	\$500.00	Many Stolen
	<u>KITCHEN</u>		
62	Cabinets of assorted pots and pans, and cooking implements, etc.	\$1,000.00	Sold / Donated
63	Assorted bone china tea cups and saucers	\$200.00	Sold/Donated
64	Shelf with miscellaneous glass and china	\$200.00	??
65	Set of Blue Danube china	\$450.00	MN gift > EWN returned > MN
66	Sterling flatware set – Towle, Rambler rose pattern, pcs	\$2,500.00	JBO
	<u>MASTER BEDROOM</u>		
67	Antique chest of drawers	\$350.00	??
68	Antique vanity/desk	\$350.00	??

69	Antique night stand	\$300.00	??
70	Antique night stand	\$300.00	??
71	Brass lamps/pair	\$250.00	Stolen
72	Antique captain's chair	\$65.00	Sold / Broken
73	Hospital bed	\$75.00	Sold
74	Tempurepedic twin bed	\$600.00	Donated
75	Miscellaneous contents of closet	\$100.00	Sold / Donated
	<u>GUEST BEDROOM</u>		
76	1940's mahogany twin beds -- pair	\$300.00	Donated
77	Antique blanket chest	\$650.00	MN
78	Antique wood lamp	\$125.00	?? Damaged
79	Miscellaneous contents of closet	\$300.00	Sold / Donated
80	Miscellaneous items	\$1,000.00	Sold / Donated Broken
	<u>OFFICE</u>		
81	Miscellaneous books	\$250.00	Sold / Donated
82	Office supplies	\$100.00	Sold / Donated
83	Office equipment and furniture	\$400.00	Sold / Donated
	<u>GARAGE</u>		
84	Miscellaneous Items in garage	\$3,500.00	Sold / Donated
85	SUB TOTAL -- PERSONAL PROPERTY	\$78, 225.00	

ADDENDUM

Items Not Included in the inventory list

Dining table with two drawers	\$950	JBO
Small Blanket Chest, painted	\$350	EWN gift > JBO
Painting: Young Girl, Blue Dress w/ Flowers	\$350	EWN gift > JBO
Victorian Child's Rocker, maple with Green needlepoint Upholstery		EWN gift > JBO
Velvet Negro Doll	\$100	JBO
Pewter in Welsh Cupboard	\$1000	??
American Sampler (Red, White, Blue) 1815	\$350	??

ITEMS OF SENTIMENTAL VALUE HELD FOR JAN OWENS

Family pictures

Books

Correspondence and cards

Audio tapes and VHS tapes

Gifts from Jan to Elizabeth W. Naylor

Miscellaneous memorabilia

Family needlework projects Linens, towels, etc.

Other knickknacks and pieces too numerous to mention

EXHIBIT F

From: [Tina Taylor, Esq. - Taylor Law LLC](#)
To: [Kurt A. Sommer](#)
Cc: [Melissa D. Salazar](#); [Lisa G. Adelman](#)
Subject: Fwd: Sommer Udall - Estate of Elizabeth Williams Naylor
Date: Monday, November 6, 2023 10:43:45 AM
Attachments: [image002.jpg](#)
[imagee9eaf0.JPG](#)
[Letter to Tina Taylor 11.3.23.pdf](#)
[STORAGE UNIT Accounting Oct-2023.docx](#)
[Final Accounting 2023 1031.docx](#)
[Donation Receipt UTurn-for-Christ.pdf](#)
[Car DONATION Casa-Esperanza 2023 0404.pdf](#)
[Exhibit A Tangible-Personal-Property rev designations.pdf](#)
[Lisa G. Adelman.vcf](#)

Dear Mr. Sommer-

From our call this morning, I hope to ascertain the following:

- 1) What is the EIN for the trust?
- 2) Please provide copies of tax returns filed for the trust.
- 3) Please provide a true accounting of the funds from Elizabeth Williams Naylor's Bank of America checking account. Mr. Naylor and Dr. Gunn contend that the \$35,258 in the decedent's Bank of America checking account was completely used for final medical and mortuary expenses. However, we have obtained the final billing information from the hospital and it shows that **Medicare paid for ALL of the decedent's final medical bills.** As previously mentioned, we have the receipt for decedent's final French Mortuary expenses (vault, urn, cremation, etc.), which totaled \$3484. That leaves \$31,774 unaccounted for from the decedent's Bank of America checking account.

4) We have also verified that Mr. Naylor and Dr. Gunn donated the decedent's car to the Casa Esperanza Endowment Foundation in May, 2023. This decision was not discussed with my client and beneficiary Elizabeth Naylor Owens and, shall we assume that, they plan to take the charitable tax deduction for themselves? While it is not an exorbitant amount of money, it further evidences Mr. Naylor and Dr. Gunn's intent to deceive and disregard this beneficiary at every turn, and treat the estate as their own personal property.

5) Please provide photos of the paintings and other artwork purportedly "appraised" by Mr. Hogan on November 24, 2011, the day the decedent passed.

6) The photos of the paintings that were taken in the "ransacking" discovered on February 22, 2023 should be submitted to a certified appraiser to determine their value. Their entire value should be subtracted from the proceeds Mr. Naylor would have received from his share of the estate, since he was responsible for maintaining and distributing the estate assets and failed to do so.

7) The whereabouts of all other estate artwork, antiques, pewter, silver, china, etc. needs to be made known. Mr. Naylor and Dr. Gunn have refused to disclose where these items are. This includes **art and other pieces Mr. Naylor and Dr. Gunn may have taken to their own home or stored elsewhere**. Be advised that my client has in her possession a detailed 1989 video of her father Max Naylor showing and describing these items in detail.

8) There needs to be an appraisal to accurately capture current market value of the estate art, antiques, etc. This could be accomplished using photos of the items Mr. Hogan should have included with his November 24, 2011 "appraisal", and/or having a certified appraiser view them in person, wherever they are. Only then can fair distribution be made.

9) The items that need to be distributed to my client should be promptly sent to her in Scottsdale at the expense of Mr. Naylor and Dr. Gunn, who are solely responsible for storing these pieces, since it was their duty to distribute them nearly 12 years ago and they choose not to do so.

10) My client will not pay for any property taxes, insurance, legal, accounting or other fees Mr. Naylor and Dr. Gunn have presented in connection with the decedent's estate. These fees accumulated because of their extreme delay and lack of action. They breached their fiduciary duty when they failed to provide bank statements and tax returns for the estate to my client and beneficiary. My client had no ability to access her mother's home after her mother passed nor was she consulted with regard to any tax, insurance or upkeep issues on the home. Further, in the ledger provided by Mr. Naylor and Dr. Gunn, it appears that they are "double-dipping" when they request reimbursement from my client for loans/advances to the estate and then they request reimbursement for checks written for the same transactions.

11) In summary, my client is entitled to not only her share of art and antiques, but an additional \$60,000 for the below fair market value of the home sold in March, 2023. Mr. Naylor and Dr. Gunn insisted on a sales price that did not take into account recents comps and realtor opinions valuing the property \$120,000 more than it was sold for; plus \$162,346 to account for half of the rental income my client would have received if Mr. Naylor and Dr. Gunn had administered the trust for the benefit of its beneficiaries and immediately sold or rented the home instead of waiting more than a decade to take action. (The rental income calculation is derived from averaging the likely short and long term rental income figures and dividing them in half). My client believes she is entitled to \$222,346.

12. Why was my client given predatory loans and charged interest, as well as \$30,276 in SEP/IRA distribution fees, for which she has seen no supporting documentation, instead of receiving her \$187,622 share, which excludes distributions for art and antique assets, of the decedent's estate?

Sincerely,

Tina, Esq.

EXHIBIT G

From: Kurt A. Sommer
To: [REDACTED]
Cc: Lisa G. Adeiman; Kurt A. Sommer
Subject: Accounting Request
Date: Sunday, March 3, 2024 2:15:59 PM

Dear Ms. Taylor:

Pursuant to the terms of the Settlement Agreement between our parties, the Trust you seek an accounting for was terminated. As a result of the termination of the Trust, no additional accounting is due under the statute and under parties' Settlement Agreement.

I previously attached for your review the Non-Judicial Settlement Agreement, the Side Agreement, and the final inventory and accounting. This was a comprehensive settlement agreement as was the accounting provided to your client. Your client had no objection to this Settlement Agreement at the time the parties entered into agreement. She freely signed the Settlement Agreement, and thus, she is bound by its terms.

After the Settlement Agreement was entered into, your client and Mark Naylor became equally responsible for the house and personal property. Following the execution of the Settlement Agreement, your client never inquired about the expenses or the status of the house or its contents after assuming this obligation (or for that matter during the 11 preceding years). Mr. Naylor and Mrs. Owens had equal obligations and responsibilities.

The Settlement Agreement clearly waived any further accounting by our clients. Please refer to paragraphs 4 and 5. The accounting that was provided was complete.

Ms. Owens informed Mark in a telephone conversation (September 2022) of items she wished to have. Those items were placed in the storage unit along with additional items determined to be of personal interest to her. Our clients sent an annotated Inventory with designations for each item marked for Ms. Owens, items already in Mark's possession, or undesignated and available for selection. Our clients hoped that Mrs. Owens would have reviewed that Inventory list and responded. She has not responded as of this date. The only remaining matters that need to be addressed are the repayment of the loan to your client and the acceptance by her of the personal property in storage which is being held for her benefit. Each month that passes storage costs continue to be incurred. Will your client promptly determine when she will come and pick up the store personal property and make arrangements to pay the storage costs. Let us know within the next 30 days whether your client will come and claim the personal property set aside for her.

You requested that the parties mediate any remaining issues. I am unaware of any remaining issues to be resolved between our clients. This Settlement was comprehensive. To resolve the remaining issues under the Settlement Agreement and the Side Agreement, we just need to have your client arrange to pick up the personal property in storage and pay her debt to our clients.

Let us know your client's intention about collecting the personal property because we will be left with no alternative but to sell the items, and deduct the cost of sale and remit to your client any remaining proceeds. I am sure your client would prefer to have the personal property.

Finally, please advise whether your client intends to repay the loan. If we do not hear from

your client about repayment within the next 30 days, our clients will proceed to collect on the now defaulted loan.

Thank you for your attention to this matter.

Sincerely yours,

Kurt A. Sommer

EXHIBIT H

Elizabeth Ann Naylor Owens



Date: October 31, 2024

Via Certified Mail, Return Receipt Requested

**Mark Naylor
Dale Gunn**



Subject: Final Demand for Compliance, Accounting, and Law Enforcement Involvement
Re: Estate of Elizabeth Williams Naylor

Dear Mr. Naylor and Dr. Gunn,

It is with profound sadness that I write this letter. It has been nearly thirteen years since my mother, Elizabeth Williams Naylor, passed on November 24, 2011. Since then, you, as co-trustees of her estate, were entrusted with the responsibility to honor her legacy, protect her wishes, and act with integrity. Yet, your actions and omissions have been nothing short of devastating. The continued delay in distributing assets, your refusal to provide basic accounting, and blatant financial exploitation have impacted every corner of my life.

Over these years, you positioned yourselves as supportive, all while deflecting, delaying, and avoiding any meaningful discussion about the estate. It has become painfully clear that this was a calculated strategy to evade accountability and prolong your control over assets that rightfully belong to me. Instead of fulfilling your duties, you have systematically exploited your positions, creating a financial and emotional burden that is both unfair and illegal.

Last year, amidst enormous personal challenges, I uncovered significant mismanagement of the estate and discrepancies in accounting. I came to you, expecting some measure of acknowledgement and an assurance that these matters would be addressed. Instead, upon discovering that I was aware of these issues, you abruptly cut off all communication, showing a total disregard for me—not only as a beneficiary but also as your sister.

This silence came at a time when you knew of my tremendous responsibilities and emotional strain. You knew that I was navigating hospice decisions for my husband, Ronn; that my daughter, Sarah, was preparing to welcome a baby into the world; and that my other daughter, Laura, was recovering from a traumatic sexual assault and battling severe depression. In light of these burdens, I had expected your support, or at the very least, acknowledgment. Instead, you chose to withhold assets that could have provided comfort and stability. This is not mere neglect;

it is calculated, willful, and utterly indifferent to the impact on me, in addition to being disrespectful to the memory and wishes of my parents.

For years, you portrayed yourselves as supportive while dodging any real discussion about the estate. Now, it is clear that this facade served only to evade accountability and maintain control over my rightful inheritance.

The actions you have taken, and those you failed to take, go far beyond incompetence. They amount to criminal behavior in the form of theft, fraud, and financial exploitation. This letter serves as a final demand for immediate compliance under New Mexico law and the terms of the Elizabeth Williams Naylor Protective Living Trust and Last Will and Testament.

Given the flagrant disregard for fiduciary duties, and your refusal to engage in mediation or arbitration, I am left with no choice but to take all necessary legal measures to secure what is mine.

If you fail to meet the following demands within the timeframes listed below, I will initiate criminal investigations, contact the New Mexico Attorney General, and pursue a full probate reopening to address these breaches.

Note: Compliance with these demands will only delay immediate law enforcement involvement and will not alter my right to reopen probate or pursue further civil action. Any attempt to delay or request repayment of predatory loans, in light of these demands, will not affect the timeline specified in this letter.

Specific Fiduciary Breaches, Unauthorized Actions, and Criminal Violations

Invalidity of March 28, 2023 Side Agreement

The **Side Agreement** dated March 28, 2023, in which you conditioned my estate distribution on a demand for personal loan repayment, is coercive, legally voidable, and contravenes New Mexico law on multiple counts:

The Side Agreement was imposed under circumstances of financial duress, exploiting my need for rightful access to estate funds. **New Mexico law renders voidable any agreement signed under coercion or undue influence.** The demand to repay personal loans in exchange for estate distributions constitutes coercion, voiding the Side Agreement's repayment clauses. It is a blatant act of self-dealing, prioritizing your financial interests over beneficiary rights, which **NMSA 1978, § 46A-8-802** prohibits. Using the estate to secure personal financial benefit is an abuse of trust, invalidating the Side Agreement's repayment terms.

The Trust's **spendthrift clause (Section 8.1)** explicitly prohibits beneficiary interests from being used as collateral or for debt satisfaction. Conditioning my inheritance on loan repayment breaches this provision. This direct contravention invalidates any claims for repayment under the Side Agreement.

Unauthorized Reallocation of Estate Assets: Illegal and Criminal Amendments

The document entitled *Tangible Personal Property Designations* purports to reallocate a substantial portion of the estate's valuable assets to Mark Naylor based on alleged "conversations with Mark." Such claims lack legal merit and are inadmissible for the purpose of altering estate distributions. Altering an estate plan posthumously on the basis of undocumented statements is unauthorized and contravenes New Mexico law. Pursuant to **NMSA 1978, § 30-16-6**, any modification to a will or trust after the testator's death—particularly one that results in a preferential distribution to a single beneficiary—is unlawful, thereby invalidating these designations.

Unlawful Delay and Invalidity of the 5% Bequest

The original Trust Agreement provides for a **5% bequest to Mark and Dale "upon my death."** As this distribution was not completed in 2011 or in the intervening years, its validity expired per the terms of the Trust. Any attempt to distribute this 5% now constitutes an unauthorized retroactive claim, which contravenes fiduciary responsibilities and misrepresents the original intent of the Trust.

Failure to Provide Accounting and Misappropriation of Funds

As co-trustees, **NMSA 1978, § 46A-8-813** requires you to provide annual, certified accountings of all estate transactions. However, the only "accounting" you have provided was in the **Non-Judicial Settlement Agreement (NJSA)**, which omitted specifics, bank statements, and transaction dates. This lack of transparency extends to all estate accounts and is a deliberate violation of New Mexico's trust and probate laws.

The NJSA, obtained under conditions of financial duress, fails the “good faith” legal standard under NMSA 1978, § 46A-8-802, which mandates that trustees act transparently and avoid exerting undue pressure on beneficiaries. Your control over essential estate assets and refusal to release my rightful inheritance left me no option but to sign the NJSA in a state of financial distress. This breach of “good faith” establishes grounds to deem the NJSA a voidable contract, reflecting your improper manipulation of trust authority to serve personal interests over beneficiary welfare.

Your prolonged delay in providing a full and accurate property inventory has compounded this lack of transparency, violating your duty under NMSA 1978, § 46A-8-813 to fully disclose all estate assets to beneficiaries. The failure to reveal or release a complete and verifiable inventory for so long raises serious concerns as to whether assets have been concealed, misreported, or possibly disposed of improperly, breaching your fiduciary obligation to safeguard the estate’s value for all beneficiaries. Such obfuscation only heightens suspicions of gross mismanagement or potential misappropriation, requiring a complete, certified inventory of all estate assets within ten business days, as specified in my compliance terms.

- **Unaccounted Funds:** Your NJSA lists **\$108,016.95 in itemized expenses** without any supporting documentation, despite my repeated requests. These unexplained withdrawals suggest gross mismanagement or potential misappropriation.
- **\$31,774.87 Discrepancy and Potential Misappropriation of Funds:** My review of estate records reveals a major financial discrepancy in the form of **\$31,774.87** unaccounted for, from the estate’s **Bank of America account (#4390 0473 6789)**. You claimed these funds were used for my mother’s funeral and estate administration, yet French Mortuary has confirmed her funeral costs totaled only **\$3,484.20**. This unexplained difference strongly suggests financial misappropriation, especially as you have repeatedly failed to provide supporting bank records despite requests. **This constitutes a breach of transparency under NMSA 1978, § 46A-8-813, and raises serious concerns of possible fraud.**
- **Mismanagement of Trust Accounts:** Records show that you failed to properly title accounts in the name of the Elizabeth Williams Naylor Trust, in direct contravention of fiduciary standards, and that co-trustee Dale Gunn used personal funds to supplement estate expenses. These inconsistencies only underscore the lack of a transparent financial structure.

Predatory Loan Terms and Exploitation of Financial Vulnerability

By **withholding my lawful inheritance**, you forced me into **multiple loan agreements with co-trustee Dale Gunn**, a tactic that directly violates the **Trust’s spendthrift provision (Section 8.1)**, which explicitly **bars beneficiary interests from being used as collateral or for debts**. This misuse of trust authority not only contravenes the Trust’s provisions but also **imposes a financial strain that would have been avoidable** had my inheritance been distributed in a timely manner.

The **imposition of a 4% interest rate on these coerced loans** constitutes an exploitative breach of fiduciary duty, effectively enriching your own position while creating financial hardship for beneficiaries. This approach represents a clear abuse of trustee power, prioritizing your financial benefit over my interest as a beneficiary.

The necessity of these loans, which benefited yourselves while withholding rightful distributions, constitutes an intentional abuse of trust that forced me into financially damaging agreements. **Any further demands for repayment on these exploitative terms** will be regarded as additional breaches of fiduciary duty and will not preclude immediate law enforcement notification should demands remain unmet.

Unjustified and Excessive Tax Burden from IRA/SEP Withdrawals

As trustees, you breached your **fiduciary duty** by transferring the **tax liability** associated with your **IRA and SEP withdrawals** to me as a condition of repayment of a personal loan given to me which was illegally backed by my interest in my mother's estate. This action is directly contrary to **New Mexico trust law**. The **New Mexico Uniform Trust Code, NMSA 1978, § 46A-8-813**, mandates that trustees act solely in the **best interests of beneficiaries** and prohibits actions that unjustly burden them with liabilities outside the scope of estate administration. Imposing unnecessary **tax penalties** and **financial obligations** on a beneficiary constitutes a clear violation of this **standard of care** and fiduciary responsibility.

The **transfer of \$23,035 in tax penalties** from Dr. Gunn's SEP/IRA withdrawal illustrates this exploitative breach, as these penalties were transferred without any consideration of their impact on me as a beneficiary.. Such coercive terms qualify as **financial exploitation** under New Mexico statutes.

Unauthorized Distributions and Manipulated Estate Terms

The NJSA, signed under coercion on April 15, 2022, remains voidable under New Mexico law due to the duress involved in its signing. By withholding my inheritance, you left me with no option but to sign the NJSA in a state of financial distress, a tactic directly prohibited under **NMSA 1978, § 30-16-1 (theft)** and **§ 30-16-6 (fraud)**.

It fails the "good faith" legal standard under **NMSA 1978, § 46A-8-802**, which mandates that trustees act transparently and avoid exerting undue pressure on beneficiaries. This breach of "good faith" establishes grounds to deem the NJSA a voidable contract, reflecting your improper manipulation of trust authority to serve personal interests over beneficiary welfare.

My intent is to reopen probate to reassess the NJSA's legality and address the detrimental conditions under which it was executed.

Concealment of Storage Unit Location and Unauthorized Deductions

Your *Exhibit A* lists various estate items marked "in storage" for me, yet you have failed to disclose the storage unit's location or provide access to its contents, while asking me to pay **storage fees**. Your refusal to release the property and provide location information represents further breach of fiduciary responsibility and willful withholding of estate property. There was

no need for any estate items that are rightfully mine to be stored by you at a location unknown to me nearly 13 years after my mother's death. Those items should have been distributed to me long ago, as was my mother's wish. I have repeatedly asked that they be sent to me and you've repeatedly refused my request.

Legal and Fiduciary Failures

The **New Mexico Uniform Trust Code (NMSA 1978, § 46A-8-813)** obligates you to provide comprehensive financial disclosure to beneficiaries. Despite repeated requests for itemized accounting, bank records, and tax filings, you have **failed to produce these basic fiduciary documents**. Furthermore, claims in your **Non-Judicial Settlement Agreement (NJSA)** fail to align with actual financial distributions and lack transparency. Your unauthorized retention and usage of estate funds constitutes **theft as per NMSA 1978, § 30-16-1**, with intent to deprive me of my rightful inheritance.

Financial Losses Due to Property Negligence and Asset Mismanagement

Home Sold Under Value Due to Neglect and Lack of Unkeen

The family home at [REDACTED] remained under the estate's management for over a decade before finally being sold in 2023 to G Investments for **\$325,000**—a price significantly below the property's **fair market value**. According to two industry-standard real estate valuation sources, **Mashvisor** and **Movato**, which assess comparable properties and reflect local market trends, the estimated valuations for the property as of **March 30, 2023**, were **\$629,950** (Mashvisor) and **\$459,260** (Movato), respectively.

The averaged fair market valuation between these two sources is calculated at **\$544,605** (derived from $(629,950 + 459,260) / 2 = 544,605$). Comparing this to the sale price of **\$320,000** reveals a substantial deficit of **\$224,605** ($544,605 - 320,000 = 224,605$), which represents a measurable financial loss caused by prolonged retention and lack of essential property maintenance that degraded the asset's potential sale value.

This loss of **\$224,605** exemplifies the **breach of fiduciary duty**, as trustees were responsible for managing and maximizing the estate's assets for beneficiaries. Their failure to ensure timely and responsible handling of this primary asset led directly to the estate's devaluation. Consequently, I am seeking **full compensation of \$224,605**, representing the diminished fair market value resulting from this **breach of duty**, as compensation for the financial harm sustained.

Lost Rental Income Due to Sale Delay and Estate Neglect

Under **NMSA 1978, § 46A-8-813**, trustees are required to manage estate assets with diligence, prudence, and a clear focus on maximizing their value for beneficiaries. The property located at **649 Running Water Circle, Albuquerque, NM** remained unsold and vacant from **2011 to 2023**, even though the **Elizabeth Williams Naylor Trust Agreement** provided trustees with the authority to "sell or lease" the property for any period. This neglect to lease the property to generate rental income reflects a breach of fiduciary duty and has led to a significant financial loss to the estate, one that may justify compensating the beneficiaries for the entire lost rental potential.

Using realistic, data-backed rental estimates for a three-bedroom home in the desirable Four Hills area, the long-term rental income between 2011 and 2023 would have been substantial. **Zumper** reports that the average rental price for comparable properties in Albuquerque rose over the years, reaching approximately **\$2,134/month** by 2023. In this particular market and neighborhood, **Rentometer** data suggests that a reasonable monthly rent could have averaged around **\$2,200** across the 12-year period, which accounts for both historical values and market fluctuations.

Had the property been rented at an average of **\$2,200 per month**, the estimated income from 2011 to 2023 would total approximately **\$316,800**. This estimate is based on lower-end averages to account for potential vacancies or minor maintenance costs, establishing a conservative baseline for the income that should have been realized. Additionally, resources like **AirDNA**

indicate that, if managed as a short-term rental, similar properties in Four Hills can yield around **\$4,500/month** on average, which would have generated up to **\$648,000** in revenue over 12 years.

As trustees, your failure to secure this income for the estate directly caused the full loss, entitling me to claim **100% of the long-term rental estimate** of **\$258,000** as compensation. Trustees are liable for the entire amount of lost income when their mismanagement or neglect causes significant financial harm. This claim for **\$258,000** reflects an avoidable loss due solely to their lack of prudent management, and I am entitled to the full compensation as a result of their breach of fiduciary responsibility.

Compliance Terms:

Full and Certified Accounting of Estate Finances

Submit a complete, certified accounting of all estate transactions from 2011 to the present, including:

- Documentation for **\$108,016.95** in expenses listed in the NJSA.
- Full explanation and supporting receipts for the **\$31,774.87 discrepancy**, with French Mortuary's verified costs

Immediate Distribution of All Funds Owed

Within **ten business days** of October 31, 2024, by **November 11, 2024**, distribute the following funds as part of my lawful share under the original Trust and Will:

- **First Installment of Property Devaluation Loss:** \$109,802.50
 - **First Installment of Rental Income Loss:** \$158,400
 - **SEP/IRA Tax Penalties:** \$23,035
 - **Discrepancy in Funeral Expenses** (*Bank of America Account #4390 0473 6789*): \$31,774.87
- **First Installment Total Due within Ten Days:** \$322,012.37

Within **thirty business days** of October 31, 2024, by **December 2, 2024**, provide reimbursement for the remaining balance:

- **Second Installment of Property Devaluation Loss:** \$109,802.50
 - **Second Installment of Rental Income Loss:** \$158,400
- **Second Installment Total Due within Thirty Days:** \$322,012.37
- **Total Due within Thirty Days:** \$590,214.87

Disclosure of Storage Unit and Immediate Property Distribution

Disclose the name and location of the storage unit where my mother's assets are held within **ten business days of October 31, 2024, by November 11, 2024**, grant immediate access, and provide a complete inventory of all items.

Professional Appraisal of All Valuables

Conduct an independent, USPAP-certified appraisal of all valuable assets and artwork within **thirty business days of October 31, 2024, by December 2, 2024**. This appraisal must be referenced against the 1989 video inventory and your records from the 2011 appraisal, including photos of each piece of personal property, to ensure all items are documented and appraised accurately.

Consequences of Non-Compliance

If you do not comply with these demands, I will take the following actions:

- **Law Enforcement Investigation:** I will file a formal complaint with law enforcement, requesting an investigation into potential theft, embezzlement, and fraud concerning your management of estate assets. Full compliance with these demands will prevent this action.
- **Complaint to the New Mexico Attorney General:** A complaint will be filed with the New Mexico Attorney General's Office, detailing potential violations of trust law, undue influence, misuse of estate funds, and any discrepancies in estate-related tax filings or insurance records that may indicate further mismanagement. Full compliance with these demands will prevent this action.
- **Reopen Probate:** Regardless of compliance with immediate financial demands, I reserve the right to petition to reopen probate to address breaches of fiduciary duty, unauthorized asset distributions, and any mismanagement of estate assets. This action ensures all estate matters, including potential tax and insurance discrepancies, are properly reviewed and rectified under New Mexico law.
- **Civil Action for Financial Damages:** Compliance with these demands will protect you from immediate law enforcement involvement but will not prevent me from pursuing full civil remedies for damages caused by your actions, including compensation for any tax liabilities, penalties, or financial losses arising from your handling of estate insurance and tax matters.

I can no longer accept the disregard and heartlessness with which you've handled this estate. What you've done—or rather, what you've refused to do—has forced me to take this final, unavoidable stand. This letter is a call to acknowledge and respect the trust our mother placed in you, which you have systematically betrayed.

You have chosen, time and again, to ignore my mother's wishes, your legal responsibilities and my needs. You have refused arbitration or mediation. By neglecting your duties, you've left me no choice but to demand compliance and accountability in full. Please confirm in writing by **November 7, 2024** how you plan to address these demands.

If you fail to meet these demands within the timelines outlined, I will move forward with legal action and involve law enforcement and the New Mexico Attorney General, without further notice or reprieve.

Sincerely,

Elizabeth Ann Naylor Owens

cc:

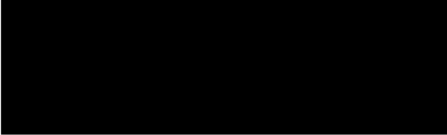
Kurt A. Sommer

Sommer Udall Law Firm, P.A.

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Tina Taylor, Esq.

Taylor & Taylor Law Firm, P.A.

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