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**PLEASE VERIFY BEFORE SENDING**

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- 8 citations could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). They are marked [VERIFY: citation not confirmed].
- The demand amount and response deadline are placeholders. The records show an unpaid artist share of $6,450 ($3,400 + $600 + $2,450), per the client's own summary. Check the table totals, which we added up, and decide what the demand should include.
- IC-07 was never reported by the Gallery. The $2,450 share and the December 15, 2025 due date were computed by applying the 50% commission (¶3) and ¶4 to the $4,900 invoice. We have only the client's photo of that invoice. Obtain the original and confirm no discount was given.
- The status of IC-03, IC-04, IC-06, IC-08 and IC-09 is unknown. Mr. Mabry's January 14, 2026 email says only that he has "some" pieces in storage. The records do not show where these works are.
- Mr. Mabry wrote on November 19, 2025 that "Nothing else has sold," but the invoice shows IC-07 sold November 8, 2025. The letter states both facts without characterizing them. Confirm the tone.
- The "Closed for renovation" sign comes from the client's report only. Confirm the Gallery's current address, whether it is operating, the ZIP code, and the delivery method. The records show no reply to the December 3, 2025 email or the January 26, 2026 letter, and the bank record ends February 20, 2026. Confirm with the client that nothing has arrived since.
- The agreement says works return to "Artist's studio" without giving an address. Confirm the return address.
- The agreement was signed by Mr. Mabry "for Copperline Gallery LLC." The letter is addressed to both but does not assert individual liability. Decide whether to do so.
- Two New Mexico items are marked [VERIFY]: whether an artist-consignment trust statute applies, and whether the Gallery's creditors can reach consigned goods. No statutes are cited.
- The sales reports, bank record, buyer message and artist summary are client-supplied. Confirm originals before sending.

Ortega Vandermeer LLP
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Copperline Gallery LLC
Attn: Grant Mabry, Owner
214 Plaza Alameda [consignment_agreement.pdf p.1]
Piedra Vista, New Mexico [ADD: ZIP]

**Re: Demand for accounting, payment of sale proceeds, and return of consigned works. Inez Calloway / Artist Consignment Agreement dated May 12, 2025**

Dear Grant Mabry:

**Introduction**

We represent the artist Inez Calloway [firm notes]. This letter concerns nine of her paintings consigned to Copperline Gallery LLC (the "Gallery") under an Artist Consignment Agreement dated May 12, 2025, signed by Ms. Calloway and by you for the Gallery [consignment_agreement.pdf p.1]. Ms. Calloway requires a full accounting, payment of her share of every sale, and return of all unsold paintings [firm notes]. We address this letter to the Gallery and to you as its owner.

**The consignment agreement**

The agreement provides, in relevant part:

- **Term.** The consignment ran from May 12, 2025 to December 31, 2025, "unless extended in writing" (¶2) [consignment_agreement.pdf p.1].
- **Commission.** The Gallery keeps 50% of the retail price actually received. A discount of up to 10% is allowed only with Ms. Calloway's written approval by email (¶3) [consignment_agreement.pdf p.1].
- **Payment.** The Gallery pays Ms. Calloway's share of each sale "by the 15th of the month after the month in which the buyer pays" (¶4) [consignment_agreement.pdf p.1].
- **Reports.** The Gallery will email a sales report by the 15th of each month listing every work sold, the buyer's payment date and the price received (¶5) [consignment_agreement.pdf p.1].
- **Proceeds.** "Artist's share of the sale price is held by Gallery for Artist and is not Gallery property" (¶6) [consignment_agreement.pdf p.1].
- **Title.** Title to each work stays with Ms. Calloway until the buyer pays in full (¶1) [consignment_agreement.pdf p.1].
- **Insurance.** The Gallery will insure all consigned works against loss or damage at the retail price while in its possession (¶7) [consignment_agreement.pdf p.1].

- **Return.** "At the end of the term, Gallery will return all unsold works to Artist's studio, at Gallery's cost, by January 15, 2026" (¶8) [consignment_agreement.pdf p.1].

We find no provision in the agreement allowing the Gallery to keep works or proceeds to cover its own expenses.

### Inventory consigned

The Consignment Receipt dated May 12, 2025, signed by you, lists nine works with a total retail value of $31,000 [consignment_agreement.pdf pp.1-2].

| Item | Date consigned | Agreed price | Status | Source |
|---|---|---|---|---|
| IC-01 Monsoon Over Mesa | May 12, 2025 | $6,800 | Sold September 27, 2025 | [consignment_agreement.pdf p.1] [VERIFY: citation not confirmed]; [gallery_sales_reports.pdf p.1] |
| IC-02 Juniper Light | May 12, 2025 | $3,400 | Sold July 19, 2025 | [consignment_agreement.pdf p.1] [VERIFY: citation not confirmed]; [gallery_sales_reports.pdf p.1] |
| IC-03 Red Wash at Dusk | May 12, 2025 | $4,900 | Unknown | [consignment_agreement.pdf p.1] |
| IC-04 Night Acequia | May 12, 2025 | $2,200 | Unknown | [consignment_agreement.pdf p.1] |
| IC-05 Cottonwood Study I | May 12, 2025 | $1,200 | Sold September 27, 2025 | [consignment_agreement.pdf p.1] [VERIFY: citation not confirmed]; [gallery_sales_reports.pdf p.1] |
| IC-06 Cottonwood Study II | May 12, 2025 | $1,200 | Unknown | [consignment_agreement.pdf p.2] [VERIFY: citation not confirmed] |
| IC-07 High Road in Snow | May 12, 2025 | $4,900 | Sold November 8, 2025 | [consignment_agreement.pdf p.2] [VERIFY: citation not confirmed]; [gallery_sales_reports.pdf p.1] |
| IC-08 Chamisa Field | May 12, 2025 | $3,800 | Unknown | [consignment_agreement.pdf p.2] [VERIFY: citation not confirmed] |
| IC-09 Blue Hour, Plaza | May 12, 2025 | $2,600 | Unknown | [consignment_agreement.pdf p.2] [VERIFY: citation not confirmed] |

The Gallery has never reported IC-03, IC-04, IC-06, IC-08 or IC-09 as sold, and has not told Ms. Calloway where they are.

### Sales and payments

The Gallery's own monthly reports show these sales [gallery_sales_reports.pdf p.1]. The IC-07 sale appears in no Gallery report. It is documented by an invoice from the Gallery to a buyer dated November 8, 2025, for $4,900.00 and marked "PAID IN FULL," which the buyer sent to

Ms. Calloway on November 30, 2025 [gallery_sales_reports.pdf p.1]. The IC-07 commission and net amounts below are computed at the 50% rate in ¶3.

| Item | Sale date | Sale price | Commission | Net due | Paid | Source |
|---|---|---|---|---|---|---|
| IC-02 | July 19, 2025 | $3,400 | $1,700 | $1,700 | $1,700 | [gallery_sales_reports.pdf p.1] |
| IC-01 | September 27, 2025 | $6,800 | $3,400 | $3,400 | $0 | [gallery_sales_reports.pdf p.1] |
| IC-05 | September 27, 2025 | $1,200 | $600 | $600 | $0 | [gallery_sales_reports.pdf p.1] |
| IC-07 | November 8, 2025 | $4,900 | $2,450 | $2,450 | $0 | [gallery_sales_reports.pdf p.1] |
| **Total (as read from the bills)** | | $16,300 | $8,150 | $8,150 | $1,700 | |

Ms. Calloway's bank record shows one deposit from the Gallery: check 1043 on August 22, 2025, for $1,700.00. It shows no other deposits from the Gallery through February 20, 2026 [gallery_sales_reports.pdf p.1]. On the Gallery's own figures and the November 8, 2025 invoice, the unpaid artist share on these four sales is $6,450 [gallery_sales_reports.pdf p.1].

Under ¶4, the shares for IC-01 and IC-05 were due by October 15, 2025 [consignment_agreement.pdf p.1] [VERIFY: citation not confirmed]. The share for IC-07 was due by December 15, 2025, based on the November 8, 2025 payment. The Gallery reported July sales on August 14, 2025, no August sales on September 16, 2025, and September sales on October 20, 2025. No reports were received for October, November or December 2025 [gallery_sales_reports.pdf p.1].

**Requests and response**

- **November 17, 2025.** Ms. Calloway emailed you that her share of the September sales ($4,000) was due by October 15 and unpaid, and that she had no October report. She asked for payment and the report [artist_gallery_emails.pdf p.1].
- **November 19, 2025.** You replied that cash flow was slow, that you would send the September money by December 1, and that "Nothing else has sold" [artist_gallery_emails.pdf p.1]. The Gallery's invoice shows IC-07 had been sold and paid for eleven days earlier, on November 8, 2025 [gallery_sales_reports.pdf p.1].
- **December 3, 2025.** Ms. Calloway wrote that no payment had arrived and that a collector had bought High Road in Snow from the Gallery on November 8. She asked for a full accounting of all nine works and payment of everything owed [artist_gallery_emails.pdf p.1]. The records we reviewed show no reply.
- **January 6, 2026.** Ms. Calloway wrote that the consignment ended December 31, asked under ¶8 for return of all unsold works by January 15, and asked you to confirm the works

are insured [artist_gallery_emails.pdf p.1].

- **January 14, 2026.** You replied that you were reorganizing the Gallery, had "some" of her pieces in storage, would get her a list, and "may need to keep them a little longer to cover some expenses." Your email did not confirm insurance [artist_gallery_emails.pdf p.1].
- **January 26, 2026.** Ms. Calloway sent a letter by certified mail, with return receipt signed January 29, 2026. She stated that she had not agreed to any extension and owes the Gallery no expenses, and she again asked for return of all unsold works and payment of her share of all sales [artist_gallery_emails.pdf p.1].

We have seen no response to the January 26 letter or to any request since January 14, 2026. According to Ms. Calloway, the Gallery has displayed a sign reading "Closed for renovation" since early February 2026 [artist_gallery_emails.pdf p.1]. The list you promised has not been provided, and the whereabouts of the unsold works remain unconfirmed.

**Demand**

On behalf of Ms. Calloway, we demand that by [ADD: response deadline] the Gallery:

- **Provide a full written accounting** of each of the nine works. For each work sold, state the date of sale, the buyer's payment date, the price received, any discount given (with the written approval relied on), the commission, and the amount owed to Ms. Calloway. For each work not sold, state its current location and condition. Include copies of the sales invoices and the monthly reports for October, November and December 2025 and any later period, and written confirmation of the insurance required by ¶7.
- **Pay Ms. Calloway [ADD: demand amount]**, her share of the sale proceeds, which ¶6 provides are held for her and are not Gallery property.
- **Return all unsold works** at [ADD: return arrangements], at the Gallery's cost, as ¶8 requires [consignment_agreement.pdf p.1].
- **Not sell, pledge, transfer, encumber or otherwise dispose of** any of the remaining works, and keep Ms. Calloway's share of any further sale separate and payable to her.

Please direct all communications about this matter to our office.

**State rules**

The agreement provides that title to each work stays with Ms. Calloway until the buyer pays in full (¶1) and that her share of each sale is held for her and is not Gallery property (¶6) [consignment_agreement.pdf p.1]. Ms. Calloway's position is that the unsold works remain her property and may not be kept, sold or used to cover the Gallery's expenses or obligations to others. We are also considering whether New Mexico law independently supports these positions [VERIFY: whether New Mexico has an artist-consignment law treating works and proceeds as held in trust for the artist] and how it treats the claims of the Gallery's creditors to consigned goods [VERIFY: New Mexico rule on whether the consignee's creditors can reach consigned goods]. Ms. Calloway reserves all rights and remedies under the agreement and New Mexico law.

Sincerely,

Lucia R. Ortega
Ortega Vandermeer LLP