



**SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY  
COURT OF APPEALS**

10,005 E. OSBORN RD. SCOTTSDALE, AZ 85256 (480)362.6315

SALT RIVER TRIBAL COURT  
FILED 2025 NOV 26 AM 10:50

MB

**IN THE MATTER OF THE ESTATE OF  
LYNFORD EDUARDO LOPEZ, SR.,**

Decedent,

**And Concerning:**

**Raven Lopez and Michelle Thomas,**

Appellants.

**Case No.: AP-25-0007**

(P-20-0035)

**OPINION AND ORDER**

Before, AUSTIN, DWORKIN, and GUSS, Justices of the SRPMIC Court of Appeals.

An appeal from the SRPMIC Community Court concerning Case No.: P-20-0035, the Honorable Judge Brian P. Utsey presiding.

Appellants proceeding pro se and Reed Anderson, SRP-MIC Legal Services Office, for the Appellee.

This is the third time this case comes before us on appeal from the lower court's decision regarding the transfer of Decedent's homesite lease and home. The trial record in this case is extensive, due to interlocutory appeals and numerous motions made by the Appellants. During the briefing stage of this case, the Appellee filed a motion to strike, which we denied but afforded Appellee more time to file a brief. Appellee later filed a motion to dismiss, which we took under advisement. Briefing is complete. After reviewing the trial record and the Parties' briefs, we now address Appellee's motion to dismiss and issue our opinion in this case.

I.

Lynford Lopez ("Decedent") executed Homesite Lease No. 65-13 ("Lease") on February 24, 1986 with the landowners of Salt River Allotment 496 for a term of 25 years, subject to automatic renewal for an additional 25 years. Section 5(a) of the Lease states that the

homesite lease area “shall contain one residential dwelling unit and may include related accessory structures.” The following subsection (b) states that “[a]ll improvements . . . shall remain the property of the Lessee or its assigns.” Pursuant to Section 5 of the Lease, Decedent and his then-wife, through a Mutual Help Housing Program, constructed a house on the homesite lease area at the address of 9713 East Oak Street, Scottsdale, Arizona 85256 (“Home”).

On September 22, 2008, Decedent paid off the value of the house and satisfied all obligations of the Mutual Help Housing Program thereby entitling him and his then-wife to receive title to the Home. On August 9, 2013, the Lease automatically renewed, and Decedent designated his son Appellee Esteban Lopez as the beneficiary to the Lease. On March 2, 2016, Decedent and his then-wife divorced, and the court awarded Decedent the Home.

On April 16, 2018, Decedent executed a Last Will and Testament (“Will”) in which he named three of his nine living children<sup>1</sup>, all of whom were minors at the time, as beneficiaries. Decedent also included Michelle Thomas, one of the Appellants in this case, as a beneficiary under the Will even though they were never married because she would be the sole caregiver for his surviving minor children. In the Will, under Article V, Decedent sought to give, devise, and bequeath his Home and all items within the Home to Michelle Thomas for a limited duration until the youngest of his minor children reached the age of majority. When the youngest child reached the age of majority<sup>2</sup>, the Will directed that “one-hundred percent (100%) of the remainder interest in the home shall be distributed to Raven Lynelle Lopez.”

Decedent passed away on February 19, 2020. Olivia Flores<sup>3</sup> filed a *Petition for Probate*

---

<sup>1</sup> Decedent had another child which predeceased him.

<sup>2</sup> The youngest child has not yet reached the age of majority as of the date of this Opinion.

<sup>3</sup> Parts of the record and pleadings on appeal refer to Olivia Flores as Olivia Lopez. We will use Olivia Flores as that is the name indicated on the *Petition for Probate*.

on August 11, 2020 and subsequently submitted the Will for probate. The lower court appointed Olivia Flores as the estate administrator on November 10, 2020 and issued a *Letter of Administration and Acceptance*, which was duly signed by Flores.<sup>4</sup> Over the next five years, Appellants filed a number of motions and appeals, which primarily centered on the lower court's rulings pertaining to the Lease and Home.

After receiving briefs on multiple issues, the lower court issued an *Under Advisement Probate Order* on January 6, 2025. In that *Order*, the lower court recognized its prior finding that a homesite lease with a designated beneficiary is a non-testamentary asset, meaning that it passes to the beneficiary outside of the probate process.<sup>5</sup> Therefore, the lower court ruled that it did not have jurisdiction over the Lease.<sup>6</sup> The lower court also ruled that the Home "is an integral part of the homesite lease and should pass with it." Thus, just as the Lease is outside of the lower court's jurisdiction, so is the Home.<sup>7</sup>

Appellants filed an appeal of the lower court's rulings regarding the Lease and the Home and named Esteban Lopez as Appellee.<sup>8</sup> Appellee filed a *Motion to Strike Appellants' Opening Brief* which we denied but afforded Appellee with an alternative remedy. Appellee then filed a *Motion to Dismiss* arguing that Appellant Michelle Thomas is not an aggrieved party and Appellants failed to name, join, notify, and serve Olivia Flores as a proper and necessary party to

---

<sup>4</sup> In an *Under Advisement Probate Order*, issued on January 6, 2025, the lower court noted that the Decedent did not complete the paperwork to transfer the Home into his name despite being eligible to do so. It is unknown whether the estate administrator or Decedent's designated Lease beneficiary completed the paperwork.

<sup>5</sup> *Probate Order*, issued on March 14, 2022.

<sup>6</sup> While this case was pending in the lower court, the Community Council enacted amendments to the Probate Code which included new provisions that would have settled the issues in this case. However, the lower court found that it could not apply those new provisions.

<sup>7</sup> It is important to note that the lower court did not make rulings as to who should receive the Lease or the Home. The beneficiary to those assets are determined by who the Decedent designated as his beneficiary to the Lease.

<sup>8</sup> Appellant's *Opening Brief* presented the Court with 26 questions, but for purposes of this appeal, we consolidated and narrowed the issues.

the appeal.

For the reasons set forth below, we DENY Appellee's *Motion to Dismiss* and **AFFIRM** the lower court's holdings pertaining to the Lease and Home.

## II.

Despite Appellants presenting this Court with 26 questions, we find that four issues can resolve this appeal:

1. Whether Michelle Thomas is an aggrieved party to this appeal;
2. Whether Olivia Flores, the estate administrator, is a necessary party to this appeal and Appellee Esteban Lopez is improperly named;
3. Whether the Lease is a non-testamentary asset that passes outside of probate proceedings and not within the lower court's jurisdiction; and
4. Whether the Home is a separate asset from the Lease and subject to the lower court's jurisdiction.

We decide issues using four standards of review: *de novo*, abuse of discretion, clearly erroneous, and substantial evidence.<sup>9</sup> The issues in this appeal involve questions of law, statutory interpretation, and jurisdiction which are all reviewed under the *de novo* standard. This means that we will review each issue anew or afresh, "as if the [Court of Appeals] was sitting as the trial court."<sup>10</sup>

## III.

The first two issues in this case were presented in Appellee's *Motion to Dismiss*, which we deny for the foregoing reasons. First, Appellee argues that Michelle Thomas is not an

---

<sup>9</sup> Rule 12(c)(6), Rules of Civil Appellate Procedure, Appendix, Rules Committee Note; *Martinez v. Grey*, AP-25-0003 at 4 (SR App. Ct. Aug. 12, 2025).

<sup>10</sup> *Panzullo v. Salt River Gaming Ent.*, APC-22-0001 at 6 (SR App. Ct. Aug. 17, 2022); *In the Matter of N.A.F., Fragua v. Antone*, APJ-19-0002 ("Under the *de novo* standard of review, this Court affords no deference to the lower court's determination and reviews the case on the same standard applied by the trial court.").

aggrieved party under Rule 2(a) of the Rules of Civil Appellate Procedure (“Rule(s)”) and should therefore be dismissed from the appeal. Appellant, on the other hand, argues that she should not be dismissed because Decedent’s Will recognizes her as the caregiver to his minor children and sought to give her his Home for a limited duration until his youngest minor child reached the age of majority. We agree.

Rule 2(a) states: “Any party aggrieved by the verdict or final judgment in a civil action may bring an appeal.” Appellee correctly notes that there is no definition as to what constitutes as “aggrieved” and cites to sources from other jurisdictions. In the most basic sense, a party who is aggrieved by a verdict or judgment has standing to bring an appeal. Standing means that the verdict or judgment adversely affects the party’s rights, interest, or property in a direct, substantial, and immediate way. A party who has a derivative interest in the appeal has no standing and neither does a party that suffers indirect or speculative harm. Those parties are strangers to the appeal and cannot be aggrieved.

Here, Decedent’s Will sought to “give, devise, and bequeath to Michelle Renee Thomas, for the limited duration” his interest in his Home and the items within it until his youngest minor child reached the age of majority. If Decedent had not designated a beneficiary to his Lease, then the language in the Will would have created a trust in which Michelle Thomas would serve as a trustee over the Home for the benefit of Raven Lopez. Michelle Thomas would be the trustee until Decedent’s youngest child becomes the age of majority, which has not happened as of the date of this Opinion. Accordingly, Appellant Michelle Thomas has standing in this appeal because Decedent’s Will designated her as the trustee over the Home, and the lower court’s judgment adversely affected her rights and interests as the trustee in a direct, substantial, and immediate way. Therefore, Appellee’s motion to dismiss her from this appeal is denied.

The second issue is whether Olivia Flores is a necessary party to this appeal and Appellee Esteban Lopez is improperly named. Appellee argues in his *Motion to Dismiss* that Appellants were required to name Olivia Flores as the Appellee because she served as the estate administrator. Appellee contends that failing to name Olivia Flores as the Appellee violates her due process rights including the right to receive notice and be heard. We disagree.

Our Rules do not state who should be named as an appellee in an appeal. Rule 4(c) merely states that the “notice of appeal filed by the appellant shall contain the name, telephone number, email address, and physical and mailing addresses, if known, of the appellant, the appellant’s counsel, the appellee, and the appellee’s counsel.” Accordingly, we must determine who is considered the proper appellee in appellate cases when there are multiple parties. We hold that when an appellant brings an appeal, the appellant must name as an appellee the party whose rights or interests were upheld by the lower court and would be adversely affected if the lower court’s judgment was to be reversed or vacated. For purposes of probate cases such as this, an heir, beneficiary, trustee, estate administrator, or a combination thereof may be named as an appellee.

In this appeal, the central assets at issue are the Lease and the Home. The lower court held that it does not have jurisdiction over those two assets and they pass outside of probate proceedings to the beneficiary that the Decedent designated on his Lease: Esteban Lopez. The lower court’s ruling upheld the rights and interests that Appellee Esteban Lopez had in the Lease and the Home and if this Court were to overturn or vacate the lower court’s judgment, Appellee would be adversely affected. Accordingly, he is properly named as the Appellee.

Olivia Flores, on the other hand, has no rights or interests in the Lease or the Home. Regardless of what we decide today, she would not be affected in any way. Indeed, Appellants

stated in their *Opening Brief* that Flores failed to represent Decedent's final wishes and alleged that Flores "broke the law and violated her duties as the administrator." The latter allegation is not properly before this Court, and the Appellants' assertion that Flores failed to represent Decedent's final wishes is out of context. The Lease and the Home are outside of the lower court's jurisdiction. They are not subject to probate proceedings and are not part of the estate. As the estate administrator, Flores only had duties and authority over estate property. Therefore, she is not a necessary party to this appeal, and Appellee's *Motion to Dismiss* this appeal on that ground is denied.

#### IV.

The third issue is whether the Lease is a non-testamentary asset that passes outside of probate proceedings and not within the lower court's jurisdiction. We hold that the Lease is a non-testamentary asset that passes outside of probate proceedings and not within the lower court's jurisdiction. A non-testamentary asset is one which has a mechanism that would allow for its automatic transfer to a named individual upon the asset holder's death without the need for a probate order. Common non-testamentary assets include transfer-on-death or pay-on-death accounts, life insurance proceeds, and legal documents or accounts which have named or designated beneficiaries such as retirement accounts, investments accounts, brokerage accounts, and annuities. A homesite lease is a legal document that can become a non-testamentary asset upon the leaseholder naming or designating a beneficiary.

A last will and testament cannot override, supersede, or nullify the named or designated beneficiary of a non-testamentary asset because a last will and testament only governs assets within a decedent's estate and those assets subject to probate proceedings. Non-testamentary assets are not subject to probate proceedings and are not part of a decedent's estate thus

provisions in a last will and testament have no bearing on the transfer of a non-testamentary asset. It does not matter whether the last will and testament was executed before or after a beneficiary was named or designated in non-testamentary asset. The two are mutually exclusive and have no connection to each other.

Here, the Decedent designated a beneficiary to his Lease which converted it to a non-testamentary asset, putting it outside of the jurisdiction of the lower court. Therefore, the lower court's ruling that the Lease is a non-testamentary asset and outside of its jurisdiction is affirmed.

#### V.

The last issue is whether the Home is a separate asset from the Lease and subject to the lower court's jurisdiction. We hold that the Home and the Lease are inseparable and thus the Home also falls outside of the jurisdiction of the lower court. To decide this issue, we need to look no further than the purpose of a homesite lease and the terms of the Lease.

Homesite leases in Indian Country allow for tribal members to lease trust lands for the purpose of establishing a residence.<sup>11</sup> This is reflected in Section 5(a) of the Lease which states, "The premises ... shall contain one residential dwelling unit and may include related accessory structures. The Premises shall be used only for ordinary and legal homesite purposes." After executing the Lease, Decedent constructed a house with the assistance of a Mutual Help Housing Program. When Decedent paid off the value of the house, it was no longer encumbered by mortgage and all title vested in him pursuant to the Lease which states: "All improvements . . . shall remain the property of the Lessee or its assigns."<sup>12</sup> This language is clear in that the Lessee, i.e. the person who holds the Lease, or his assign, i.e., designated beneficiary, owns all of the

---

<sup>11</sup> See 25 U.S.C. § 415; 25 C.F.R. Part 162.

<sup>12</sup> Section 5(b).

improvements on the homesite lease area. This is because the improvements, such as the dwelling unit and other structures, are built pursuant to the authority delegated in the Lease. Therefore, they cannot be separated.

Decedent designated a beneficiary to his Lease, and subsequently, sought to give his Home to another beneficiary, most likely not being informed that the two were inseparable. Appellants nonetheless contend that Decedent's Will should control who receives title to the Home, but that determination is not one that the lower court can make because the Lease is outside of the lower court's jurisdiction. The Home follows the Lease and is thus also outside the jurisdiction of the lower court. Upon death of the Decedent, the Lease and the Home automatically transferred to the beneficiary that the Decedent designated on his Lease. The Community courts played no role in this transfer.

The lower court's *Under Advisement Probate Order*, issued on January 6, 2025, is AFFIRMED. This case is closed, and the Court will not consider any other motions.

**SO ORDERED** this 26th day of November, 2025.

Electronically approved November 26, 2025

/s/ Joseph K. Austin  
Joseph K. Austin, **Justice**

Electronically approved November 26, 2025

/s/ Judith M. Dworkin  
Judith M. Dworkin, **Justice**

Electronically approved November 26, 2025

/s/ Mary Guss  
Mary Guss, **Justice**

