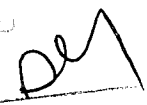


K
LF

8

FILED

BY: 

2020 MAY 18 AM 9:50

SYLVIA TINNELL
SUPERIOR COURT CLERK

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 (928) 768-1537
5 nancyknight@frontier.com

6 Plaintiff Pro Per

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT,
10 Plaintiff,

CASE NO.: CV 2018-04003

11 vs.

**RESPONSE TO REQUEST FOR
EXTENSION OF TIME FOR
DEFENDANT'S PRODUCTION OF
DOCUMENTS AND THINGS**

12 GLEN LUDWIG AND PEARL LUDWIG,
13 TRUSTEES OF THE LUDWIG FAMILY
14 TRUST; FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; JAMES B. ROBERTS
16 AND DONNA M. ROBERTS, HUSBAND
17 AND WIFE; JOHN DOES 1-10; JANE DOES
18 1-10; ABC CORPORATIONS 1-10; AND XYZ
19 PARTNERSHIPS 1-10.
20 Defendants.

21 COMES NOW Plaintiff Pro Per, Nancy Knight, requesting a modification of an
22 extension of time and modification of Requests for Documents and Things from two
23 Defendants, Mr. Ludwig and Mr. Azarmi. Due to page limitations for Responses,
24 Amended Requests for Documents and Things will be included herein as Exhibit 1 for
25 Mr. Azarmi and Exhibit 2 for Mr. Ludwig. The time for discovery was supposed to have
26 been completed; however, issues that arose on May 11, 2020 together with Defendants'
27 Affidavits are subject to additional disclosure. Also, the fact that expectations for
28 voluntary disclosures, as stated in the Plaintiff's original Complaint in January 2018,
MODIFY EXTENSION SUBJECT TO AN AMENDED REQUEST FOR DOCUMENTS AND THINGS - 1



1 regarding the homes that have been built by the Defendants have not been disclosed. It is
2 important to note that the Hon. Judge Gordon made the distinction clear, on June 13,
3 2019, that the matter of abandonment is an “issue of fact which is appropriate at trial”. It
4 is not an issue for Superior Court Judges who may rule on law only. Given the numerous
5 matters of fact that exist for the jury, it is inevitable that the Hon. Judge Jantzen, after
6 completing a comprehensive review of the case file that has had two prior judges before
7 him, will grant the Plaintiff her pleading to deny dismissal of the case.
8
9

10 As the Plaintiff pointed out in Oral Arguments, “Subdivision Tract 4076 is
11 desirable. No reasonable person would judge our Subdivision’s CC&Rs so thoroughly
12 disregarded that their effectiveness has been destroyed and defeated the purposes for
13 which they were intended.”
14

15 **PROPOSED AMENDED DOCUMENTS TO BE PRODUCED**
16

17 Regarding Item 1 from Defendant Azarmi, it is modified in Exhibit 1 for the
18 limited response to 1 (b) as material facts for the jury and limited to only the parcel
19 numbers for lots associated with the Tract 4076-B CC&Rs. Rationale for this request, is
20 that Mr. Azarmi signed an Affidavit on November 15, 2019, claiming to have built over
21 700 homes in the area between 1990 and the present, built 17 homes in Tract 4076-B, and
22 personally witnessed other builders violating the CC&Rs in Tract 4076-B over the years.
23

24 As stated in the Plaintiff’s original Complaint dated January 2018, on page 13,
25 paragraph 47, “In Discovery and Disclosure, plaintiff will be seeking permit drawings for
26 all homes that were built by Defendants in order to identify the extent to which the
27

1 Defendants have violated or caused to violate the CC&Rs.” The Defendants failed to
2 disclose permit drawings and permit applications for homes they built and have now
3 claimed abandonment of the CC&Rs by other builders in the said tract. He also infers that
4 Mohave County failed to follow the Special Development Zoning for setbacks. This
5 zoning was established by Desert Lakes Development L.P. in 1989 and clarified in 1993
6 (Res. 93-122) to assure setbacks were followed for all lots in the subdivision.
7

8
9 It is not difficult to file a Request for Public Information (hereinafter “RFPI”)
10 from County Development Services for the plot plans and new home construction permit
11 applications. Plaintiff filed one on Nov. 5, 2019 for six parcel numbers. Those six parcels
12 have been omitted from the addendum to Exhibit 1 that is provided to Mr. Azarmi for
13 ease of submitting the RFPI. The County will send PDF files to the Defendants’ email
14 address and they, in turn, can forward the PDFs to the Plaintiff’s email address. There
15 exists no expense for public information requests, and only a nominal expense filling out
16 the RFPI with an attached page of the parcel numbers. Attorney time for the RFPI is not
17 necessary. Mr. Azarmi or personnel at Fairway Constructors, can write the RFPI and send
18 it by email to Development Services for a total time of less than one hour including the
19 time to forward the PDFs to the Plaintiff by email and sent in batches due to the high
20 number of megabytes to upload. Development Services does a look up at no cost as a part
21 of law for public information. Generally, they respond within 5-10 days.
22
23
24
25

26 It is important to the case to discover the period of time that the Defendants have
27 been violating the CC&Rs and how many homes have been affected by the alleged
28

1 violations caused by the County. The jury is responsible for the material fact of any
2 remedy provided to those who purchased these homes with violations due to no fault of
3 the buyer.
4

5 Mr. Azarmi also brought up the Architectural Committee in his Affidavit. It was
6 by design short-lived. The discussion between Judge Jantzen and Mr. Oehler on May 11,
7 2020 was without an opportunity for the Plaintiff's input. To clear any confusion from
8 that discussion, the three Architectural Committee members did not have authority to
9 enforce the CC&Rs. The Committee was not a property owner. The simple answer to the
10 judge's question is that prosecution of violations and attempted violations was always left
11 in the hands of property owners in the subdivision. Mr. Oehler also has no real evidence
12 to support the claim he made regarding Escrow giving a copy of CC&Rs to buyers of
13 homes and he has not provided any evidence that the Plaintiff was given a copy of the
14 CC&Rs by Escrow. Plaintiff and the Court must be constantly vigilant in monitoring
15 every unsupported claim made by Mr. Oehler.
16
17
18

19 Regarding timeliness, this case is in need of a revised Scheduling Order due to the
20 contemporary events. New evidence has generated a need to disclose additional
21 witnesses. An amended Complaint for the Does in Tract 4076-B needs time for approval
22 and process service to necessary and interested parties. An extension of time to 30 days
23 after the Court issues his decision on the Defendant's Summary Judgment is excessively
24 dilatory.
25
26
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28

1 Plaintiff is willing to amend Item 2 for a limit of two real estate professionals,
2 Gina Harris and Angelo Rinaldi, who are closely tied to this case. Both have been
3 disclosed by the Defendants as witnesses.
4

5 In reference to Gina Harris, Broker at *Along the River Properties*, Defendants
6 listed her as a witness expected to testify as to a 50% rule on setbacks that the Defendants
7 apparently expect to cloud the jury's views with as an excuse that they violated the
8 setbacks at less than 50%. Development Services could not even find such a rule as
9 requested by the Plaintiff in an RFPI.
10

11 Mr. Rinaldi suspiciously did not accept delivery of the Subpoena for records of the
12 Architectural Committee that could determine if a variance was given for paint color of
13 steel rail fencing that the Defendant's claimed on May 11, 2020 was unclean hands by the
14 Plaintiff. It is not unclean hands when there exists a possibility that a variance was
15 approved for paint color given that white is the color painted by multiple developers of
16 lots imposed with Tract 4076-B CC&Rs. It is now up to the jury to determine if remedy
17 to paint the rails black is warranted. Plaintiff has a right to know if Mr. Rinaldi was
18 contacted regarding litigation in this case.
19
20
21

22 Item 3 can be omitted from Mr. Azarmi's Request for Documents and Things.

23 Item 4 is in regards to the Defendants' submitted Affidavits. Were Gina Harris and
24 Angelo Rinaldi asked to submit an Affidavit and refused? It is clear that those who did
25 submit Affidavits are closely tied to jobs with Fairway Constructors. It is clear that Mr.
26 Oehler is the Scrivener of Affidavits. For this reason, Plaintiff seeks to know who and
27

1 how many affiants were solicited. Cross-examination at trial of Affiants and of those
2 solicited is critical for Truth and Justice to prevail. It is not costly for Mr. Azarmi to
3 disclose this information. Plaintiff is certain that his attorney, who may have acted in the
4 solicitations, informed Mr. Azarmi of the outcome. It is Mr. Azarmi's time and not his
5 attorney's time that is subject to costs in this response. Mr. Azarmi may claim he has no
6 knowledge of the solicitations as it was the complete work of his attorney. In that case,
7 the simple answer would take less than two minutes to respond that he did not participate
8 in correspondence or conversations with affiants nor in solicitation of affiants. If he made
9 the solicitations himself, then a simple list of names who responded "no" would suffice.
10 As for conversations on what to write in the affidavits of those who agreed, it is easy to
11 select the text from the affidavits as to the affiant's words, versus words put in the
12 mouths of the affiants.

13
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16
17 Item 5 can be omitted at this time. Defendants can be required to identify the site
18 addresses and purpose of this photographic evidence at trial.

19
20 Item 6 has been disclosed by Affiants for many of the photos of Plaintiff's home
21 that was clearly with permission of Plaintiff's acrimonious neighbor Edwards; however,
22 one photo's photographer in particular has not been disclosed. That portion of Item 6 is
23 requested to be answered. It will not take any measurable time to disclose who took the
24 photo of Plaintiff's rear yard pool and east facing patio and gave it to the Defendants.
25
26
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1 Item 7 is in regards to potential fees to be incurred by the Plaintiff for Defendants
2 costs to date. Plaintiff has a right to disclosure of actual monies paid to date by the
3 Defendants. It does not take any measurable time to copy payment records.
4

5 Item 8 is in regards to election contributions and political connections that was a
6 stated concern as far back as January 2018. Excerpts from Count One on page 15, para.
7 56, of the Complaint reads "...costs as a result of retaliation from Defendants or their
8 political allies in bringing forth this Complaint." And on page 16, para 58, "In closing,
9 Plaintiff believes that political will by Mehdi Azarmi for the letters of support for his
10 variance, should not be given any credence especially at the expense of those others in
11 the community who do not have the political connections of the Chamber of Commerce
12 or elected officials who benefit from Azarmi's money, power, and influence."
13

14 (Underscores for emphasis added)
15

16 Given the high degree of suspicion of bias by members of Mohave County Courts,
17 as pointed out to the Court on May 11, 2020, and the concern regarding the removal of
18 Judge Gordon from the case, it is relevant for the Hon. Judge Jantzen as well as the
19 Plaintiff to understand if any decisions may be the result of undue influence by outside
20 sources, such as from Judge S. Moss, Judge Gregory, and/or Judge Gurtler who have all
21 acted in one way or another to support Mr. Oehler's cases involving the Plaintiff. Mr.
22 Oehler was a party to the endorsement for Judge Sipe as a write-in candidate in a
23 challenge to the election of Judge Gordon. Mr. Oehler gave his endorsement to a group of
24 unidentified people acting as "Mohave County Citizens for Judicial Integrity" who
25
26
27
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1 defamed candidate Gordon during that contentious election. Two of these judges were
2 directly involved with Plaintiff's former attorney Moyer during case number CV 2016
3 04026. Both of these judges have reason to cause this case to fail. At least one of these
4 Judges has a long history of being supported for election by Mr. Azarmi or his
5 Corporation Fairway Constructors, Inc. At least one of these judges joined with Mr.
6 Oehler against the Plaintiff and was later appointed to the bench by Judge Gurtler, a
7 business partner of Mr. Oehler and former associate in Mr. Oehler's law practice. That
8 said, Plaintiff needs disclosure that she hoped would not be needed in this case.

11 As stated by the Plaintiff in opening arguments on May 11, 2020 as taken from the
12 case of *State v Ellis*, 184 Ind. 307, 112 N.E. 101, "Judges are by no means free from the
13 infirmities of human nature, and, therefore, it seems to us, that a proper respect for the
14 high positions they are called upon to fill should induce them to avoid even a cause for
15 suspicion of bias or prejudice in the discharge of their judicial duties".

18 It would not take any measurable time to disclose if any of the judges in Superior
19 Court or Justice Court, or for the office of Mohave County Attorney, or for the position
20 of County Supervisor have received campaign contributions from Mr. Azarmi or from his
21 corporate checkbook and who have communicated with Mr. Azarmi regarding this
22 litigation either directly or as a one-and-the-same event, communicated through his
23 attorney Oehler.

26 Plaintiff is agreeable to omitting a Response to Item 9.

1 Regarding Item 10, it would not take any measurable time to disclose
2
3 correspondence and conversations with individuals responsible for waiving the fees for
4 Mr. Azarmi's proposed Special Development Zoning setback reductions throughout
5 Subdivision Tract 4076, aka the attempted setback violation in this case that cost the
6 taxpayers an estimated \$12,500. The simple answer could be as short as Director Hont of
7 Development Services with the assistance of Supervisor Moss. As for any property
8 owners contacted to send in the signed Waiver of County Liability, the simple answer is
9 that he contacted many people to sign the Waiver and then he can at least disclose the
10 name(s) of his relative(s); however, he can also state he does not recall the names of
11 others he contacted or spoke to about signing the Waiver of County Liability.
12
13

14 Mr. Ludwig's disclosure for Item 1 is intended to assure that he has been
15 completely apprised of matters relevant to this case. Mr. Ludwig is an out-of-state
16 resident with a Corporate branch office in San Bernardino, California. Corporate meeting
17 minutes are an easy look up and generally held as PDF files or Word documents that can
18 be forwarded by email to the Plaintiff with a nominal amount of time and expense
19 involved and can easily be redacted for private information. The response may be as
20 simple as that there has been no communication with employees or Board members
21 regarding Plaintiff's communication either directly nor forwarded by Defendants'
22 attorney Oehler.
23
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1 Plaintiff agrees to omit Item 2-6 for Mr. Ludwig. For the record, regarding Item 6,
2 Tribal representatives have answered that Tribal land cannot be sold to any owner of lots
3 in Tract 4076-B to assist with compliance of the twenty-foot rear yard setback.
4

5 Item 7 is necessary. A motive exists for the unrelenting claim that Parcel VV was
6 abandoned from the Subdivision. Mr. Oehler even argued on May 11, 2020 in Oral
7 Arguments that Judge Carlisle erred in April 2018 regarding this point of abandonment.
8 As a Planning Commissioner for 15 years, Mr. Azarmi had access to all references of
9 abandonment of Parcel KK to be appended to Parcel VV to slightly increase this parcel's
10 size for home development and therefore also had access to the resolutions for
11 abandonment of the possible cluster apartment development (Res. 90-362, Res. 90-348
12 and Res. 91-185) for Parcel VV that was reverted to acreage for single family home
13 development. It was the plan and conduct of Desert Lakes Development L.P that Parcel
14 VV be developed for 22 lots and a Final Plat was approved as the alphabetically suffixed
15 Tract 4076-E that had a loop street design. This design together with the Drainage Study
16 was completed in 1991. The CEO's intent, in language and conduct, confirmed that all
17 lots in the Subdivision Tract 4076 were to have twenty-foot front and rear building and
18 projection setbacks when he went to the trouble to "Clarify" these setbacks for the entire
19 Subdivision that was approved in 1993 by the Board of Supervisors (Res.93-122). Motive
20 for the claim of abandonment of Parcel VV is a part of the case and an answer to Item 7
21 from Mr. Ludwig is therefore respectfully requested to be approved by the Court.
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1 An answer would not be expensive. The attorney for County Development
2 Services is aware of my inquiry into the 32 lot approval for Tract 4163. If Mr. Ludwig
3 has been apprised of my knowledge by phone or email, it is an easy disclosure to respond
4 to. Mr. Azarmi, Mr. Reiker, County Deputy Attorney Taylor, and former Director of
5 Development Services, now manager Christine Ballard, are among those who may have
6 discussed the matter with Mr. Ludwig or discussed it with Mr. Azarmi who disclosed the
7 information to Mr. Ludwig. Or if no one has been discussing it, the simple answer is No
8 correspondence.
9
10

11 Plaintiff did complete, by the deadline, the Defendant's voluminous Requests for
12 Documents and Things that took days of Plaintiff's time. It is not too much to ask of the
13 Defendants to respond to these modified Requests for Documents and Things.
14

15 Plaintiff pleads for the Court to instruct the Defendants to answer the limited items
16 in this Response with an extension of time of not more than twenty days from the original
17 forty days provided in the April 10, 2020 Request. Due date would now be 60 days from
18 April 10 or no later than June 10, 2020.
19

20 Again, the Dispositive Motion is clearly not an excuse for further delay. The
21 Defendants have delayed this case long enough and are well aware of the material facts
22 for the jury to decide including their argument regarding abandonment of the CC&Rs.
23

24 RESPECTFULLY SUBMITTED this 18th day of May, 2020.

25
26  _____

27 Nancy Knight, Plaintiff Pro Per
28

1 COPY of the foregoing emailed
2 on this 18th day of May, 2020 to:

3 djlaw@frontiernet.net
4 Attorney for Defendants

5 Daniel J. Oehler, Esq.
6 Law Offices of Daniel J. Oehler
7 2001 Highway 95, Suite 15
8 Bullhead City, Arizona 86442

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EXHIBIT 1: MR. AZARMI
PROPOSED AMENDED REQUEST FOR DOCUMENTS AND THINGS
2 PAGE ADDENDUM OF PARCEL NUMBERS FOR AN RFPI

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 (928) 768-1537
5 nancyknight@frontier.com

6 Plaintiff Pro Per

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT,
10 Plaintiff,

11 vs.

12 GLEN LUDWIG AND PEARL LUDWIG,
13 TRUSTEES OF THE LUDWIG FAMILY
14 TRUST; FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; JAMES B. ROBERTS
16 AND DONNA M. ROBERTS, HUSBAND
17 AND WIFE; JOHN DOES 1-10; JANE DOES
1-10; ABC CORPORATIONS 1-10; AND XYZ
PARTNERSHIPS 1-10.

18 Defendants.

CASE NO.: CV 2018-04003

**PROPOSED AMENDED REQUEST FOR
PRODUCTION OF DOCUMENTS AND
THINGS**

**EXHIBIT 1 – PLAINTIFF’S RESPONSE
TO AN EXTENSION OF TIME**

19 **TO: DEFENDANT, MEHDI AZARMI**

20 Pursuant to Arizona Rules of Civil Procedure 26 and 34, Plaintiff Pro Per, Nancy
21 Knight, requests that Defendant, MEHDI AZARMI, produce ~~for inspection and copying,~~
22 the documents and tangible things described herein as Portable Document Files (PDFs)
23 within ~~forty (40)~~ sixty (60) days of the service of ~~Requests her Response to a Request for~~
24 an extension of time and sent by email to nancyknight@frontier.com.

25 **DEFINITIONS**

26 The following terms, whether capitalized or not, have the following definitions;
27

1. “Any”, “each”, and “all” should be read to be all inclusive and to require the production of each and every document responsive to the paragraph in which the term appears.
2. “And”, “or”, “and/or”, and any other conjunctions or disjunctions should be read both conjunctively and disjunctively so as to require the broadest response to the paragraph in which the term appears.
3. “Communication” means any oral, graphic, demonstrative, telephonic, verbal, electronic, written, or other conveyance of information, including document. Communication includes any transmission made on any computer network, including the “Internet” as well as through any form of text message, smart phone or otherwise.
4. “Concerning”, “pertaining”, “relating”, “reflecting”, “referring”, “with respect to”, “with regard to”, and “regarding” are synonymous and interchangeable. They mean alluding to, responding to, in connection with, commenting on, in respect of, about, discussing, showing, describing, mentioning, reflecting, analyzing, constituting, evidencing, bearing upon, or having any logical or factual connection with the subject matter addressed in the relevant paragraph or subparagraph of this request.
5. “Document” or “documents” means all electronically stored information as well as all writings or printed matter of any kind. The term “document” or “documents” includes, without limitation:

- 1 a. The originals and all non-identical copies (whether different from
2 the originals by reason of any notation made on such copies or
3 otherwise);
4
5 b. Any alterations, amendments, changes, drafts, or modifications;
6
7 c. All graphic or records or representations of any kind, including,
8 without limitation, audiotapes, cassettes, computer diskettes or
9 printouts, CDs, charts, data card programs, data compilations,
10 discs, drawings or other input or output of data processing systems,
11 photographs (positive print or negative, recordings, or videotapes;
12 and
13
14 d. Every other form of storage on any device or medium, mechanical
15 or electrical, on or through which information of any type is
16 transmitted, recorded or preserved.
17

18 6. "Person" means agency, association, company, corporation, estate,
19 federal, state or municipal government agency, board, bureau, department
20 or other subdivision, firm, joint venture, natural person, partnership,
21 proprietorship, organization, or other legally recognizable entity.
22

23 7. "You" refers to the Defendant, MEHDI AZARMI, aka AMIR M.
24 AZARMI, and any agents, employees, independent contractors, officers,
25 directors, members, consultants, accountants, and any other representative
26 of the foregoing, as the context may require.
27
28

1 8. "This case", the "litigation", or "the lawsuit" refers to the above-captioned
2 matter pending in the Mohave County Superior Court, State of Arizona.

3
4 9. Wherever appropriate, the singular form of the word should be interpreted
5 in the plural so as to require the broadest response to the request in which
6 the term appears.

7
8 **DOCUMENTS TO BE PRODUCED**

9 A complete copy and all requests for production of documents, including the
10 requests and all responses and documents Defendant received from any person or
11 responding entity in response thereto for the time period January 2014 through the
12 present, unless stated otherwise, regarding all matters that are or may be the subject
13 matter or alleged subject matter of this litigation as cited in the paragraphs below.
14

15 1. A complete copy of all documents associated with new home construction
16 that may be or is alleged to be a matter of this litigation for the period
17 from 1990 to the present including but not limited to:

18 a. ~~All new home construction Contracts for all alphabetically~~
19 ~~suffixed tracts in Desert Lakes Golf Course and Estates Tract 4076,~~
20 ~~such as Tract 4076A, Tract 4076B, etc. whether built by owner or~~
21 ~~by Fairway Constructors, Inc. under your supervision.~~

22 b. New home construction Development Services permit applications
23 and associated plot plans for the above homes.

24 c. ~~Permit fees and receipts for the above homes.~~

1 d. ~~Calculations of the livable square footage for the above homes.~~

2 2. A complete copy of all communications to and from or conversations with
3 ~~any and all Real Estate company employees, agents and brokers~~ Gina
4 Harris and Angelo Rinaldi concerning any and every issue that is, was, or
5 is believed to be regarding this litigation.
6

7
8 ~~3. A complete copy of all communications to and from, including all~~
9 ~~documents sent and received from any and all departments of the United~~
10 ~~States Government or Mohave County government concerning any and~~
11 ~~every issue that is, was, or is believed to be regarding this litigation,~~
12 ~~including but not limited to:~~

13 a. ~~Mohave County employees~~


14 b. ~~Committee members and/or board members and/or commissioners~~
15 ~~including but not limited to, Planning Commissioners (current and~~
16 ~~past), Board of Supervisors (current and past), Superior Court and~~
17 ~~Justice Court Judges (current and past); Attorneys and Deputy~~
18 ~~Attorneys (current and past).~~
19

20 4. A complete copy of all correspondence and/or conversations soliciting
21 Affidavits from Affiants or potential Affiants including those who
22 declined to participate in regards to any and every issue that is, was, or is
23 believed to be regarding this litigation.
24
25
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- 1 5. ~~Site addresses for all photographic exhibits submitted with any Initial or~~
2 ~~Supplement Disclosure Statements.~~
- 3
- 4 6. Copy of all correspondence with, and identity of, the person(s) who took a
5 surveillance photo s of the Plaintiff's property and any permission given
6 to trespass on neighboring property to take the photo of Plaintiff's rear
7 yard pool and east facing patio.
- 8
- 9 7. Copy of all personal and/or Corporate checks made payable to attorneys
10 and/or paralegals, as paid to the date of service of this Request, for
11 expenditures in regards to this litigation.
- 12
- 13 8. Copy of all personal and/or Fairway Constructors' Corporate checks made
14 payable to any Candidate or Campaign Committee for the election to the
15 office of the Mohave County Board of Supervisors, Mohave County
16 Attorney, Superior Court Judges, and/or Justice Court Judges who have
17 communicated with you outside of the Court Records in regards to this
18 litigation.
- 19
- 20
- 21 9. ~~Copy of all correspondence with any and all parties associated with the~~
22 ~~development of Plaintiff's Tract 4076 E aka Tract 4163 Unit E including~~
23 ~~but not limited to the signers of the County Certificate for the Final Plat.~~
- 24
- 25 10. Copy of any correspondence or conversations soliciting support for your
26 BOS Resolutions 2016-125 and 2016-126 including persons owning real
27 property in Desert Lakes Subdivision Tract 4076 in any and all phases of
28

1 development of the subdivision and employees of Mohave County and
2 any members of the Board of Supervisors.

3
4 RESPECTFULLY SUBMITTED this 18th day of May, 2020.

5 
6 _____
7 Nancy Knight, Plaintiff Pro Per

8
9 COPY of the foregoing emailed
10 on this 18th day of May, 2020 to:

11 djolaw@frontiernet.net
12 Attorney for Defendants

13 Daniel J. Oehler, Esq.
14 Law Offices of Daniel J. Oehler
15 2001 Highway 95, Suite 15
16 Bullhead City, Arizona 86442
17
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APNs for RFPI from Development Services to provide new home construction permits and associated plot plans	226-13-047	226-13-110	226-13-161A
226-13-001	226-13-048	226-13-111	226-13-162
226-13-003	226-13-049	226-13-112	226-13-163
226-13-004	226-13-050	226-13-113	226-13-164
226-13-005	226-13-051	226-13-114	226-13-165
226-13-007A	226-13-052	226-13-115	226-13-166
226-13-008	226-13-053	226-13-116	226-13-167
226-13-009	226-13-054	226-13-117	226-13-169
226-13-010	226-13-055	226-13-118	226-13-170
226-13-011A	226-13-056	226-13-119	226-13-171
226-13-012	226-13-057	226-13-120	226-13-172
226-13-013	226-13-058	226-13-121	226-13-173
226-13-014	226-13-059	226-13-122	226-13-175
226-13-015	226-13-060	226-13-123	226-13-176
226-13-016	226-13-061	226-13-124A	226-13-177
226-13-017	226-13-062	226-13-125	226-13-178
226-13-018	226-13-063	226-13-126	226-13-179
226-13-019	226-13-064	226-13-127	226-13-181
226-13-020	226-13-065	226-13-128	226-13-182
226-13-021	226-13-078	226-13-130A	226-13-183
226-13-022	226-13-079	226-13-131	226-13-184
226-13-023	226-13-080	226-13-132	226-13-185
226-13-025A	226-13-081	226-13-133	226-13-186
226-13-026	226-13-082	226-13-134	226-13-187
226-13-028	226-13-083	226-13-135	226-13-189
226-13-029	226-13-084	226-13-136	226-13-190
226-13-030	226-13-085	226-13-137	226-13-191
226-13-031	226-13-086	226-13-138	226-13-192
226-13-032	226-13-087	226-13-139	226-13-193
226-13-033	226-13-088	226-13-140	226-13-194
226-13-034	226-13-089	226-13-141	226-13-195
226-13-035	226-13-090	226-13-142	226-13-196
226-13-036	226-13-091	226-13-143	226-13-197
226-13-037	226-13-092	226-13-144	226-13-198
226-13-038	226-13-093	226-13-145	226-13-199
226-13-039	226-13-094	226-13-146	226-13-200
226-13-040	226-13-095	226-13-147	226-13-201
226-13-041	226-13-096	226-13-148A	226-13-202
226-13-042	226-13-097	226-13-149	226-13-203
226-13-043	226-13-098	226-13-150	226-13-204
226-13-044	226-13-100A	226-13-151	226-13-205
226-13-045	226-13-101	226-13-152	226-13-206
226-13-046	226-13-102	226-13-153	226-13-207
	226-13-103	226-13-154	226-13-208
	226-13-104	226-13-155	226-13-209
	226-13-105	226-13-156	226-13-210
	226-13-106	226-13-157	226-13-211
	226-13-107	226-13-158	226-13-212
	226-13-108	226-13-159	226-13-213
	226-13-109	226-13-160	226-13-214

226-13-215	226 J28
226-13-216	226-20-029
226-13-217	226-20-030
226-13-218	226-20-031
226-13-219	226-20-032
226-13-220	226-20-033
226-13-221	226-20-034
226-13-222	226-20-035
226-13-223	226-20-036
226-13-224	226-20-037
226-13-225	226-20-038
226-14-001	226-23-002A
226-14-002	226-23-003
226-14-003	226-23-004
226-14-004	226-23-005
226-14-005	226-23-006
226-14-006	226-23-007
226-14-007	226-23-009A
226-14-008	226-23-010A
226-14-009	226-23-012A
226-14-010	226-23-013A
226-14-011	226-23-015A
226-14-012	226-23-016A
226-20-001	226-23-018A
226-20-002	226-23-019
226-20-003	226-23-020A
226-20-004	226-23-022A
226-20-005	226-23-023A
226-20-006	226-23-025A
226-20-007	226-23-026
226-20-008	226-23-027
226-20-009	226-23-028
226-20-010	226-23-029
226-20-011	226-23-030
226-20-012	226-23-031
226-20-013	226-23-032
226-20-014	
226-20-015	
226-20-016	
226-20-017	
226-20-018	
226-20-019	
226-20-020	
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EXHIBIT 2 - MR. LUDWIG

PROPOSED AMENDED REQUEST FOR DOCUMENTS AND THINGS

1 NANCY KNIGHT
2 1803 E. Lipan Circle
3 Fort Mohave, AZ 86426
4 (928) 768-1537
5 nancyknight@frontier.com

6 Plaintiff Pro Per

7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MOHAVE**

9 NANCY KNIGHT,

10 Plaintiff,

11 vs.

12 GLEN LUDWIG AND PEARL LUDWIG,
13 TRUSTEES OF THE LUDWIG FAMILY
14 TRUST; FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; JAMES B. ROBERTS
16 AND DONNA M. ROBERTS, HUSBAND
17 AND WIFE; JOHN DOES 1-10; JANE DOES
1-10; ABC CORPORATIONS 1-10; AND XYZ
PARTNERSHIPS 1-10.

18 Defendants.

CASE NO.: CV 2018-04003

**PROPOSED AMENDED REQUEST FOR
PRODUCTION OF DOCUMENTS AND
THINGS**

**EXHIBIT 2 – PLAINTIFF’S RESPONSE
TO AN EXTENSION OF TIME**

19 **TO: DEFENDANT, GLEN LUDWIG**

20 Pursuant to Arizona Rules of Civil Procedure 26 and 34, Plaintiff Pro Per, Nancy
21 Knight, requests that Defendant, GLEN LUDWIG, produce ~~for inspection and copying,~~
22 the documents and tangible things described herein as Portable Document Files (PDFs)
23 within ~~forty (40)~~ sixty (60) days of the service of her Response to a Request for an
24 extension of time and sent these Requests by email to nancyknight@frontier.com.

25 **DEFINITIONS**

26 The following terms, whether capitalized or not, have the following definitions;
27

1. “Any”, “each”, and “all” should be read to be all inclusive and to require the production of each and every document responsive to the paragraph in which the term appears.
2. “And”, “or”, “and/or”, and any other conjunctions or disjunctions should be read both conjunctively and disjunctively so as to require the broadest response to the paragraph in which the term appears.
3. “Communication” means any oral, graphic, demonstrative, telephonic, verbal, electronic, written, or other conveyance of information, including document. Communication includes any transmission made on any computer network, including the “Internet” as well as through any form of text message, smart phone or otherwise.
4. “Concerning”, “pertaining”, “relating”, “reflecting”, “referring”, “with respect to”, “with regard to”, and “regarding” are synonymous and interchangeable. They mean alluding to, responding to, in connection with, commenting on, in respect of, about, discussing, showing, describing, mentioning, reflecting, analyzing, constituting, evidencing, bearing upon, or having any logical or factual connection with the subject matter addressed in the relevant paragraph or subparagraph of this request.
5. “Document” or “documents” means all electronically stored information as well as all writings or printed matter of any kind. The term “document” or “documents” includes, without limitation:

- 1 a. The originals and all non-identical copies (whether different from
2 the originals by reason of any notation made on such copies or
3 otherwise);
4
5 b. Any alterations, amendments, changes, drafts, or modifications;
6
7 c. All graphic or records or representations of any kind, including,
8 without limitation, audiotapes, cassettes, computer diskettes or
9 printouts, CDs, charts, data card programs, data compilations,
10 discs, drawings or other input or output of data processing systems,
11 photographs (positive print or negative, recordings, or videotapes;
12 and
13
14 d. Every other form of storage on any device or medium, mechanical
15 or electrical, on or through which information of any type is
16 transmitted, recorded or preserved.
17

18 6. "Person" means agency, association, company, corporation, estate,
19 federal, state or municipal government agency, board, bureau, department
20 or other subdivision, firm, joint venture, natural person, partnership,
21 proprietorship, organization, or other legally recognizable entity.
22

23 7. "You" refers to the Defendant, GLEN LUDWIG, and any agents,
24 employees, independent contractors, officers, directors, members,
25 consultants, accountants, and any other representative of the foregoing, as
26 the context may require.
27
28

1 8. "This case", the "litigation", or "the lawsuit" refers to the above-captioned
2 matter pending in the Mohave County Superior Court, State of Arizona.

3
4 9. Wherever appropriate, the singular form of the word should be interpreted
5 in the plural so as to require the broadest response to the request in which
6 the term appears.

7
8 **DOCUMENTS TO BE PRODUCED**

9 A complete copy and all requests for production of documents, including the
10 requests and all responses and documents Defendant received from any person or
11 responding entity in response thereto for the time period January 2014 through the
12 present, unless stated otherwise, regarding all matters that are or may be the subject
13 matter or alleged subject matter of this litigation as cited in the paragraphs below.
14

15 1. A complete copy of any and all communication with employees of
16 Fairway Constructors, Inc. branch offices including but not limited to
17 Meeting Minutes with members of the Board of Fairway Constructors,
18 Inc. concerning courtesy letters from the Plaintiff for remedy of violations
19 of the CC&Rs, and/or settlement offer correspondences or offers to confer
20 on settlement.
21

22
23 ~~2. A complete copy of all letters to and letters from or conversations with~~
24 ~~any and all title insurance company employees or their representatives~~
25 ~~concerning any and every issue that is, was, or is believed to be regarding~~
26 ~~this litigation.~~
27

1 ~~3. A complete copy of all communications to and from, including all~~
2 ~~documents sent and received from any and all departments of the United~~
3 ~~States Government or Mohave County government concerning any and~~
4 ~~every issue that is, was, or is believed to be regarding this litigation.~~

6 ~~4. A complete copy of all letters to and letters from each entity of the State~~
7 ~~of Arizona or their representatives concerning any and every issue that is,~~
8 ~~was, or is believed to be regarding this litigation, including but not limited~~
9 ~~to:~~

11 ~~a. Department of Real Estate;~~

13 ~~b. Attorney General;~~


14 ~~c. Registrar of Contractors.~~

15 ~~5. Copy of any and all correspondence or conversations with Developers or~~
16 ~~their employees or their representatives who have owned property in any~~
17 ~~or all alphabetically suffixed tracts including but not limited to Officers or~~
18 ~~Architectural Committee members of Desert Lakes Development L.P,~~
19 ~~1043 Arizona Properties, Bella Enterprises, T&M Ranching and~~
20 ~~Development, concerning any and every issue that is, was, or is believed~~
21 ~~to be regarding this litigation.~~

25 ~~6. Copy of any and all correspondence with the Fort Mohave Tribal~~
26 ~~Government or their employees or their representatives concerning any~~
27 ~~and every issue that is, was, or is believed to be regarding this litigation.~~

1 7. Copy of all correspondence with any and all parties associated with the
2 development of Plaintiff's Tract 4076-E aka Tract 4163 Unit E including
3 but not limited to Richard Reiker of Ludwig Engineering and Mohave
4 County officials who signed the County Certificate for the Final Plat.
5

6
7 RESPECTFULLY SUBMITTED this 18th day of May, 2020.
8

9 
10 _____
11 Nancy Knight, Plaintiff Pro Per
12

13 COPY of the foregoing emailed
14 on this 18th day of May, 2020 to:

15 djolaw@frontiernet.net
16 Attorney for Defendants

17 Daniel J. Oehler, Esq.
18 Law Offices of Daniel J. Oehler
19 2001 Highway 95, Suite 15
20 Bullhead City, Arizona 86442
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