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9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

15 GLEN LUDWIG and PEARL LUDWIG, Trustees  
16 of THE LUDWIG FAMILY TRUST; FAIRWAY  
17 CONSTRUCTORS, INC.; MEHDI AZARMI;  
18 JAMES B. ROBERTS and DONNA M.  
19 ROBERTS, husband and wife; JOHN DOES 1-10;  
20 JANE DOES 1-10; ABC CORPORATIONS 1-10;  
21 and XYZ PARTNERSHIPS 1-10.

22 Defendants.

NO.: CV-2018-04003

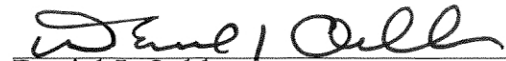
**REPLY TO PLAINTIFF'S  
OBJECTION TO DEFENDANTS'  
MOTION TO DISMISS**

23 COME NOW, the Defendants, by and through their attorney, the undersigned, and file  
24 their Reply to Plaintiff's Objection to these Defendants' Motion to Dismiss.

25 This Reply is supported by the attached Memorandum of Points and Authorities.

26 RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of September, 2022.

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Daniel J. Oehler,  
Attorney for Defendants

**MEMORANDUM OF POINTS AND AUTHORITIES**

Plaintiff justifies the conduct of Plaintiff in corresponding with the individual lot owners who this Court has ordered be joined by the Plaintiff as parties to this action.

1 Plaintiff has actively solicited these future parties of Plaintiff's lawsuit suggesting/stating that  
2 they are "vulnerable to prosecution for setback violations on your home as caused by a  
3 Developer." The only "Developer" in this litigation is Defendant Fairway Constructors, Inc.  
4 Plaintiff infers that the Defendants create the "vulnerable" status when in fact it is the  
5 Plaintiff that is suing to enforce the covenants, not the Defendants. See Plaintiff's mailer,  
6 Exhibit 1 to Plaintiff's Objection dated August 29, 2022, regarding Defendant's Motion to  
7 Dismiss. Plaintiff's actions were taken on or about June 2, 2022 through June 4, 2022, and  
8 shortly subsequent to the Plaintiff being ordered by this Court to bring into Plaintiff's  
9 existing litigation all necessary and indispensable parties whose rights and property interests  
10 in their respective lots may be affected by the subject litigation.

11 Plaintiff states in her mailer that the action before this Court is an ARCP Rule 23  
12 "class action." Such is not the case and Rule 23 requirements are not before this Court and  
13 never have been before this Court.

14 Plaintiff, in Plaintiff's attempt to justify Plaintiff's conduct, now alleges that there  
15 were three legitimate reasons why the Plaintiff undertook Plaintiff's transmittal to the  
16 necessary and indispensable parties in this litigation soliciting their cooperation. Plaintiff  
17 alleges her direct contact with the yet to be joined parties was not intended to sway, convince,  
18 solicit, or support Plaintiff's position in the subject litigation.

19 Rather, Plaintiff states that the first purpose was to rebut a "malicious letter" that was  
20 mailed in March of 2022 to an unknown number of lot owners by a nonparty to this action.  
21 Plaintiff attached to Plaintiff's Response a copy of the alleged "malicious letter" that  
22 precipitated Plaintiff's actions. The subject "malicious letter" was apparently penned by two  
23 defendants being sued by the Plaintiff in other litigation filed by Plaintiff in 2021. A review  
24 of the subject letter fails to disclose to the undersigned "malice" of any type. However,  
25 Plaintiff continues to allege the appearance or presence of malice (see, p.3, Plaintiff's  
26 08/29/2022 Objection).

27 Plaintiff fails to disclose in her Objection the "Original Resolution Forming the Desert  
28 Lakes Subdivision Tract 4076 Unincorporated Association" formed by the Plaintiff, recorded

1 January 25, 2021, where the Plaintiff elected herself President and Plaintiff seeks signed  
2 “acceptance” to join Plaintiff’s Association to protect the owners’ land values. Plaintiff fails  
3 to point out that by joining Plaintiff’s Unincorporated Association, each lot owner becomes  
4 a partner resulting in each and every member of Plaintiff’s Association becoming jointly and  
5 severely liable for any damages or judgments entered against it should the Association  
6 undertake a cause of action against defendants who ultimately obtain a judgment against the  
7 Association. Indeed, joint and several liability for agreeing to membership is not disclosed  
8 to the innocent potentially uninformed lot owners who may feel that Plaintiff’s actions and  
9 conduct are in any manner a value to their community.

10 Plaintiff’s second alleged purpose in submitting the mass mailer is set forth on page  
11 4 of Plaintiff’s Objection. This purpose was to update and modify the original Desert Lakes  
12 Golf Course & Estates Tract 4076-B covenants. Interestingly, many of Plaintiff’s proposed  
13 changes in Plaintiff’s “second purpose” for Plaintiff’s soliciting the lot owners is an effort  
14 to modify existing covenants that interestingly appear to be many of the covenants for which  
15 Plaintiff is personally in violation, specifically including: color palette requirements;  
16 prohibition against gate access; prohibition against the use of chain link fence; existing  
17 liveable minimum square footage for homes to be constructed, both on the golf course and  
18 off golf course homes internally within the subdivision; and modifying or attempting to  
19 modify Mohave County’s side setback requirements; and modifying wall heights and lengths.  
20 Plaintiff interestingly failed to advise each of the necessary and indispensable lot owners that  
21 Plaintiff was herself in violation of the existing covenants, yet the alleged purpose of the  
22 subject litigation is to enforce apparently the majority of covenants the Plaintiff is violating.

23 Plaintiff’s alleged third purpose is masked as an effort to obtain current physical  
24 addresses and mailing addresses for the indispensable and necessary parties. In review of  
25 the items Plaintiff sent to these future parties, it was barely a simple request for address  
26 confirmations, but rather a solicitation to join the Plaintiff as can be seen by the documents  
27 outlined:

- 28 (a) a document titled “Purpose of Your Ballot and Your Pending Summons to Join

1 You in a Law Suit”;

2 (b) a document titled “First Amended Declaration of Covenants, Conditions and  
3 Restrictions for Desert Lakes Golf Course & Estates 4076 Mohave County, Arizona”;

4 (c) a document titled “Ballot Signature Exhibit”;

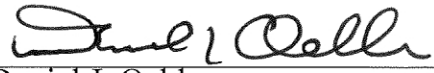
5 (d) a document titled “Official Ballot” (seeking the joinder of the lot owners in  
6 Plaintiff’s Unincorporated Association); and

7 (e) a document titled “Court has Ordered You to be Joined in a Law Suit Your  
8 Summons Needs to be Delivered to a Physical Address.” In this latter document, Plaintiff  
9 admits that she, Ms. Knight, is the Plaintiff and that the Defendants are Mr. Azarmi, Fairway  
10 Constructors, Inc., and the Glen Ludwig Trust. Plaintiff further admits in this document that  
11 she is seeking injunctive relief to stop the Defendants from violating the CC&Rs, and goes  
12 on to allege that this is a “POTENTIAL CLASS ACTION LAWSUIT”, and questions “Are  
13 you vulnerable to prosecution for setback violations on your home as caused by a  
14 Developer?”, and suggesting not that the Plaintiff in the cause of action is attempting to  
15 implement setback enforcement, but rather that a developer (in this case the only developer  
16 referenced is the Defendant Fairway) as the individual/entity who may be intending to  
17 enforce setbacks and litigation that makes the lot owners “vulnerable” as parties to the  
18 litigation, when in reality it is the Plaintiff that is the moving party.

19 Plaintiff’s cause of action should be dismissed as a result of Plaintiff’s own and  
20 obvious misconduct.

21 RESPECTFULLY SUBMITTED this 6<sup>th</sup> day of September, 2022.

22 LAW OFFICES OF DANIEL J. OEHLER

23   
24 Daniel J. Oehler,  
25 Attorney for Defendants  
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1 **COPY** of the foregoing emailed  
2 this 6<sup>th</sup> day of September, 2022, to:

3 Honorable Lee F. Jantzen  
4 Mohave County Superior Court  
5 Division 4  
6 401 E. Spring Street  
7 Kingman, Arizona 86401  
8 (928) 753-0785 Danielle  
9 [dlecher@courts.az.gov](mailto:dlecher@courts.az.gov)

10 Attorney for Plaintiff  
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18 By:   
19 Patricia L. Emond, Legal Assistant  
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