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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, et. al.,

13 Defendants.

Case No.: **CV 2018 04003**

**REPLY TO DEFENDANTS’  
RESPONSE TO  
UNCLEAN HANDS MOTION**

**Hon. Judge Jantzen**

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19 Plaintiff Pro Per Nancy Knight (hereinafter “Plaintiff”) for good cause shown,  
20 Replies to the Defendant’s Response. The clean-hands doctrine is the principle that a  
21 party’s own inequitable misconduct precludes recovery based on equitable claims or  
22 defenses. The equitable claim in this matter is Injunctive Relief. The defendants asserted  
23 an affirmative defense and used fraud in claiming protection of their “build to suit” signs  
24 through Statute 33-441. They have admitted guilt and it has been proven that the signs are  
25 not “for sale” signs.  
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28 Defendants’ motive for submitting Fraudulent Affidavits was to provide evidence



1 to the Court for their affirmative defense of abandonment in order to negate their civil  
2 liability; however, those Affidavits have been found to not be credible nor supportive of  
3 the three tests on Abandonment nor supportive of the rule of law on “complete  
4 abandonment” when the Contract contains a non-waiver provision. Defendant Azarmi  
5 plus eight other affiants who were solicited to provide false testimony and/or  
6 misrepresentations on his behalf were submitted to the Court. That is a fact with the  
7 details of false claims or misrepresentations that has been revealed to this Court.  
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10 The unclean hands doctrine is a valid remedy for fraud in Contract law. The  
11 defendant’s breach of contract was allowed to continue in the nearly five years that this  
12 case has been ongoing. Multiple victims are now subject to breaches of contract and  
13 remedy. The defendants knowingly and willfully committed setback violations on homes  
14 they sold to unsuspecting buyers. This Court denied Plaintiff’s multiple attempts to  
15 Amend the Complaint for Breach of Contract setback violations.  
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18 It is a lie that enforcement has not occurred in thirty years. Plaintiff enforced  
19 provision 20 against Defendant Azarmi for his attempted setback violation. He attempted  
20 to use his influence as a Planning Commissioner to amend Res. 93-122 from twenty feet  
21 to fifteen (15) foot setbacks, front and rear. Plaintiff’s efforts caused Azarmi’s misdeed to  
22 be denied by the Board of Supervisors on October 3, 2016. Mr. Oehler is aware that CV  
23 2016 04026 was a Breach of Contract law suit and Plaintiff won the right in mediation for  
24 fence remedies on her real property and her adjacent neighbor’s real property.  
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27 Fraud has been committed by both the Defendants and opposing counsel. The  
28 Declaration was recorded in 1989 and enforcement began in 1991 with abandonment of a

1 non-existent multifamily zoning error on Plaintiff's land. As a Planning Commissioner,  
2 Azarmi is well aware of his lies in this matter. He has unclean hands.

3  
4 An equitable claim is one where no money is involved. Plaintiff seeks no money  
5 for her Injunctive Relief claim. The defendants have provided no valid justification for  
6 their affirmative defense based on abandonment. Fraudulent Affidavits were intended to  
7 provide the Court with justification for their misdeeds; however, ignorance of the law is  
8 no excuse - as they say. Lack of an Architectural Committee is not an excuse for  
9 violating the Contract. Nor do County permits govern over the Declaration.

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12 The unclean hands doctrine requires that a party act fairly in the matter for which  
13 they seek a remedy. Filing fraudulent Affidavits with the Court was not acting fairly in  
14 the Defendant's efforts to fool the Court with data for their claim of abandonment.

15  
16 The clean-hands doctrine is invoked when a party claiming a defense based in  
17 equity (no money involved) has themselves violated a duty of good faith or has acted  
18 unconscionably in connection with the same subject matter out of which they claim a  
19 right to relief.  
20

21 Equity is defined as fairness. Where is the fairness for the Defendants' deliberate  
22 violation of setbacks on homes they built and then want to use that data to claim  
23 abandonment of the CC&Rs? No jury would find this fact valid for a ruling of Complete  
24 Abandonment of covenant 6. The Court has denied every attempt to Amend the  
25 Complaint for Breach of Contract for the setback violations on homes built by the LFA  
26 defendants and their alleged family members (Jamnejad and Siavosh).  
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Generally, all Unclean Hands claims arise from Contracts and fraud is generally

1 grounds for the Unclean Hands claim.

2 As explained in *Kendall-Jackson Winery v. Superior Court*, 76 Cal.App.4th 970  
3 (*Cal. Ct. App. 1999*), the party asserting the unclean hands must prove that the  
4 misconduct relates directly to the subject matter concerning which a particular claim is  
5 made. The E. & J. Gallo Winery, as the party in interest, was charged with unclean hands  
6 and unfair business practices much the same as Plaintiff alleges in this matter of “build to  
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suit” advertising signs. The trial court’s ruling that no relevant evidence existed that  
Gallo acted with unclean hands was overturned on Appeal.

Plaintiff suffers the direct relationship of injury for stalling Injunctive Relief and  
the misconduct of filing Affidavits that are rife with fraud in an attempt to fool the Court  
into dismissal of the entire case with their Motion for Summary Judgment. The court has  
been provided ample evidence for review in order to effect a fair result in this litigation.

Plaintiff’s claim of unclean hands is her defense of a malicious claim of  
abandonment that is intended to harass the Plaintiff. In the case of *Kendall-Jackson  
Winery v. Superior Court*, the question arose as to whether the relevant misconduct was  
limited. The Court held that it was not. “Misconduct in the particular transaction or  
connected to the subject matter of the litigation that affects the equitable relations  
between the litigants is sufficient to trigger the defense.”

The Supreme Court explained in *Precision Instrument Mfg. Co. v. Automotive  
Maintenance Machinery Co.* (324 U.S. 806 (1945)): “This maxim is far more than a mere  
banality. It is a self-imposed ordinance that closes the doors of a court of equity to one  
tainted with inequity or bad faith relative to the matter in which he seeks relief,

1 however improper may have been the behavior of the defendant. That doctrine is rooted  
2 in the historical concept of the court of equity as a vehicle for affirmatively enforcing the  
3 requirements of conscience and good faith." Plaintiff pleads for this court of equity to  
4 slam the door shut on the Defendants claim of abandonment and bring finality to the  
5 Injunctive Relief sought by the Plaintiff.  
6

7  
8 The far-reaching social and economic consequences of a claim of abandonment of  
9 the Declaration should be free from fraud or other inequitable conduct. The social and  
10 economic consequences of the claim of abandonment will affect over 700 properties in  
11 the 300+ acres of Desert Lakes Golf Course & Estates Subdivision Tract 4076.  
12

13 The unclean hands doctrine is an equitable defense that bars relief to a party who  
14 has engaged in inequitable behavior including fraud, deceit, unconscionability or bad  
15 faith. All of these inequitable behaviors apply to the defendants. They should be barred  
16 from seeking dismissal of equitable Injunctive Relief based on their affirmative defense  
17 of abandonment that was rife with Fraud.  
18

19 Defendants are bound by their Contract to not violate the Desert Lakes Golf  
20 Course & Estates CC&Rs in law and in equity. Plaintiff seeks no money; therefore, the  
21 only provisions of the current law suit is for equity pursuant to Count Two – Injunctive  
22 Relief. The defendants do not want to follow rules of law and they do not care who gets  
23 harmed in their zeal for profits at other people's expense.  
24

25 Plaintiff seeks no money in the claim of fraud and the fraudulent scheme;  
26 therefore, this is an equitable claim for dismissal of the claim of abandonment based on  
27 unclean hands.  
28

1 Defendants Motion for Summary Judgment for dismissal of this case based on  
2 Abandonment of the CC&Rs was inappropriate. The Court could not decide the issue of  
3 abandonment. And yet, Defendants have failed to file an appropriate Motion on the issue  
4 of Complete Abandonment and have violated ARCP 7.1 whereby the defendants have  
5 failed to state with particularity the grounds for abandonment of the CC&Rs. The  
6 Declaration is comprised of seventeen covenants. What particular covenants are the  
7 Defendants claiming were abandoned? Where is the evidence that the Declaration has  
8 been so thoroughly disregarded as to result in such a change in the area as to destroy the  
9 effectiveness of the restrictions and defeated the purposes for which they were imposed?  
10 What particular violation has no remedy? Pursuant to paragraph 19 of the Declaration,  
11 “Invalidation of any of the restrictions, covenants or conditions above by judgment or  
12 court order shall in no way affect any of the other provisions hereof, which shall remain  
13 in full force and effect.”

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18 If the Court denies dismissal of the Defendant’s claim of abandonment based on  
19 unclean hands, then, the Court is expected to Order the Defendants to provide the  
20 Plaintiff with a properly executed document with the particularities of what she is  
21 supposed to be defending against and with the details of how each particularity claimed  
22 has caused such a change in the area as to destroy the effectiveness of the restrictions and  
23 defeated the purposes for which they were imposed and which cannot be remedied  
24 pursuant to the law of cases where the financial impact is a non-issue. These are matters  
25 of law for which this Court can rule.  
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Refer to *Burke v. Voicestream Wireless Corp.*, 87 P.3d 81 (Ariz. Ct. App. 2004)

1 that closely parallels this case. In that matter, Voicestream claimed particularity of  
2 abandonment of section 4. The Court ruled, “The violations of section 4 described by  
3 Voicestream have not destroyed the fundamental character of the neighborhood. We  
4 conclude, as a matter of law on the record before us, that the non-waiver provision of the  
5 Restrictions remains enforceable and the subdivision property owners have not waived or  
6 abandoned enforcement of section 4 even though they or their predecessors have  
7 acquiesced in several prior violations of its provisions.” Voicestream suffered \$300,000  
8 to remedy their violation in Burkes’ subdivision.  
9  
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11  
12 Now the Plaintiff is faced with the matter of facts for the Jury and she does not  
13 have sufficient detail to present her defense of whatever particular covenants, conditions  
14 or restrictions that the Defendants claim have been thoroughly violated.  
15

16 Not all builders violated the setbacks; therefore, Complete Abandonment of  
17 restriction 6 has not occurred. Affiant McKee committed fraud in 2019 by claiming “all  
18 homes built by your affiant have included covered patios/projections into the rear yard  
19 setback of 20 feet generally to a distance of 10 feet”. Plaintiff has proven to the Court that  
20 in 2015 McKee built two homes in Desert Lakes Tract 4076-B with setbacks in  
21 compliance with the CC&Rs (APN 226-13-188 with a 26 foot setback to the rear patio  
22 cover and APN 226-13-180 with a 25.56 foot setback to the rear patio cover).  
23  
24

25 McKee included in his Affidavit a confession of violating condition 4 for livable  
26 space. Both of these two homes have remedy for the livable space shortfall by holding the  
27 builder responsible for the less than 100 sq. ft. of livable space needed for compliance.  
28 Plus, livable space cannot be visually observed from outside the home; therefore, if these

1 violations exist they do not result in such a change in the area as to destroy the  
2 effectiveness of the restrictions and defeat the purposes for which they were imposed.

3  
4 A.R.S. §39-161 states, "Presentment of false instrument for filing; classification:  
5 A person who acknowledges, certifies, notarizes, procures or offers to be filed, registered  
6 or recorded in a public office in this state an instrument he knows to be false or forged,  
7 which, if genuine, could be filed, registered or recorded under any law of this state or the  
8 United States, or in compliance with established procedure is guilty of a class 6 felony.  
9 As used in this section 'instrument' includes a written instrument as defined in section  
10 13-2001." Forged instrument" means a written instrument that has been falsely made,  
11 completed or altered.  
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13  
14 Azarmi is guilty of a class 6 felony. He and his attorney have caused Affidavits to  
15 be filed that are false and the Affidavit of Sunil Kukreja forged the date of the notary's  
16 signature. Mr. Oehler is guilty of filing a forged Affidavit.  
17

18 No party who causes damages should then be absolved of prosecution, in equity,  
19 by claiming their own actions caused abandonment of the CC&Rs. Injunctive Relief is  
20 intended to stop the continuing unconscionable behavior of the Defendants.  
21

22 Attorney Oehler has continually violated Rule 42 (4). "I will advise my client  
23 against pursuing litigation (or any other course of action) that is without merit and I will  
24 not engage in tactics that are intended to delay the resolution of a matter or to harass or  
25 drain the financial resources of the opposing party."  
26

27 This case should never have dragged on for nearly five years. But for the dilatory  
28 practices and fraudulent claims made by attorney Oehler, this case should have been



1 resolved by January 2019 with Injunctive Relief for the Defendant's advertising signs and  
2 to stop continuing violations of any of the other paragraphs in the Declaration. It was Mr.  
3 Oehler who delayed the case by claiming Statute 33-441 applied to Fairway's "build to  
4 suit" signs. It was Mr. Oehler who filed a Motion for Summary Judgment for dismissal of  
5 the Injunctive Relief based on Abandonment when Complete Abandonment has not  
6 occurred. It was Mr. Oehler who is forcing the Plaintiff to expend thousands of dollars in  
7 costs to join indispensable parties when it is his client that seeks abandonment and is the  
8 party pursuant to the law of cases (*Sheets v. Dillon*) is supposed to suffer those costs.  
9 Plaintiff is the Defendant in the matter of abandonment and protection of her rights to  
10 enforcement of the CC&Rs. As a Defendant, she should not have been held responsible  
11 by this Court to suffer the costs of joining all of the indispensable parties who own 244  
12 Assessor Parcel Numbers in Tract 4076-B.

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17 It was Mr. Oehler that wrote the wrong license number for affiant Weisz. A  
18 Realtor knows their license number. It appears that affiant Weisz did not read her  
19 Affidavit before signing it. Mr. Oehler had to file the Scrivener's Error. As an attorney he  
20 had a duty to only cite violations of the Declaration. He knew, or should have known,  
21 that the FCC made antennas legal and that covenant 21 states that all parts of the  
22 Declaration "are inserted conditionally on their being held valid in law" and if later found  
23 to be invalid in law it should be construed as if it "had not been inserted". And yet he  
24 showed up at the Oral Argument hearing with a bar graph displaying the high number of  
25 Dish antennas that Ms. Weisz counted on her tour of the subdivision.  
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1 It is time for the Court to close this matter. Contrary to Mr. Oehler's additional  
2 lies, Plaintiff has provided proof that the claims in the Affidavits are fraudulent. Unclean  
3 hands is not used exclusively by a defendant. Kendall-Jackson Winery was the Plaintiff  
4 in that matter cited above. Mr. Oehler is in violation of his duty to be honest.

### 6 CONCLUSION

7  
8 Nine affidavits submitted to the court was a fraudulent scheme intended to deceive  
9 the Plaintiff and the Court into dismissing Injunctive Relief of this law suit. Their intent  
10 was to win and claim attorney fees that would bankrupt the Plaintiff. They delayed the  
11 case with Fraud upon the Plaintiff using Statute 33-441 as protection for their  
12 unconscionable advertising signs (Injunctive Relief) and the dilapidation of their signs  
13 posed a risk of harm to persons and property. This case would have ended with Injunctive  
14 Relief for those signs but for their claim of abandonment that delayed the case further.

15  
16 Legal damages for this case as paid to date is \$26,658.91 and does not include  
17 billing past May 17, 2022 when the indispensable party element of this case began. Those  
18 additional attorney fees are over \$4,000 to date. Costs for copies, print toner and the  
19 opportunity cost of lost days of work is substantial. The physical harm from stress to  
20 herself and attributed to the wrongful death of Plaintiff's husband are additional losses  
21 that the Plaintiff continues to suffer. Legal claims are pursued when a defendant's actions  
22 have caused the plaintiff to suffer an economic loss. The intent of legal claims is for the  
23 plaintiff to be awarded monetary damages in order to make him or her whole.

24  
25 Fraud for an abandonment claim cannot be fixed by money. It has to be the  
26 equitable claims for dismissal of their claim of abandonment and for an injunction that  
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1 they will never attempt to do it again. No party, who causes violations, as Glen Ludwig,  
2 Fairway Constructors and Mehdi Azarmi have done to a multitude of victims, should then  
3 be granted a claim of abandonment. Nine affidavits with fraudulent claims is a fraudulent  
4 scheme and is prosecutable for dismissal under the Clean Hands Doctrine.  
5

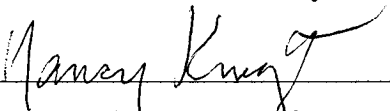
6 Plaintiff pleads for dismissal of their Abandonment claim that was a part of their  
7 Motion for Summary Judgment for dismissal of Count Two dated December 6, 2019.  
8

9 Should the Court find legal argument against dismissing the abandonment claim  
10 for unclean hands, for fraudulent affidavits, or for any other matter of law, then Plaintiff  
11 demands that this Court Order the Defendants to follow Rules of law and provide the  
12 Plaintiff with the particularity necessary to defend whatever covenant, condition or  
13 restriction she is supposed to defend at trial by jury.  
14

15 Nowhere in unclean hands cases was a jury required to rule based on fact. Unclean  
16 hands is a matter of law to be decided by the Court. Plaintiff demands a Final Judgment  
17 either by Rule 54 (b ) for Injunctive Relief or Rule 54 (c ) for all claims of equity.  
18

19 Plaintiff demands attorney fees and costs for having to suffer irreparable harm  
20 caused by the defendants and their counsel in an amount determined by law.  
21

22  
23 **RESPECTFULLY SUBMITTED** this 21<sup>st</sup> day of November, 2022

24   
25 \_\_\_\_\_  
26 Nancy Knight, Plaintiff Pro Per  
27

28 Copy delivered by Email to Defendants' Attorney on Nov. 21, 2022:  
Daniel Oehler: [djolaw@frontiernet.net](mailto:djolaw@frontiernet.net)