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FILED 2023 MAR 15 am 9:10 BY  
Christina Spurlock SupCrtClerk  
AM

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 and

12 GLEN LUDWIG Trustee of THE LUDWIG  
13 FAMILY TRUST; FAIRWAY  
14 CONSTRUCTORS, INC.; MEHDI AZARMI;  
15 JOHN DOES 1-10; JANE DOES 1-10; ABC  
16 CORPORATIONS 1-10; and XYZ  
17 PARTNERSHIPS 1-10.

18 Defendants.

Case No.: CV 2018-04003

**PLAINTIFF'S RESPONSE TO  
DEFENDANT'S MOTION TO STRIKE  
PLAINTIFF'S REPLY FILED MARCH 9**

Under Reassignment From Judge Jantzen  
By Hon. Judge Lambert

19 Plaintiff Pro Per Nancy Knight ("Plaintiff") filed her Reply on March 9 to clarify  
20 the misinformation that Mr. Oehler discussed with her in his Good Faith phone consult  
21 expecting her to withdraw her Motion. The misinformation inflamed the Plaintiff who  
22 has constantly been fed misinformation by Defense Counsel in three cases to date that  
23 includes Fraud Upon the Court.  
24

25 **MEMORANDUM OF POINTS AND AUTHORITES**

26 The Hon. Judge Lambert has been temporarily assigned to the matter of  
27 reassignment of a judge and he Shall reassign the case. The case Shall be taken from the  
28



B8015CV201804003

1 Hon. Judge Jantzen, as was taken, as a matter of law. The Hon. Judge Moss temporarily  
2 assigned the Hon. Judge Lambert to the matter of reassignment.

3  
4 The matter of reassignment needs to be transferred out of Mohave County for the  
5 reasons specified in Plaintiff's Reply dated March 9, 2023. Additionally, due to the High  
6 Profile Case Website, the Gag Order imposed by the Hon. Judge Jantzen that is  
7 prohibitive for Knight's defense against posters displayed on mail boxes that defame the  
8 Plaintiff and the defamatory letter mailed by a Defendant in CV 2021 00177 to all  
9 property owners in Tract 4076-B, Plaintiff believes she cannot get a fair trial in Mohave  
10 County.  
11

12  
13 As has been the case with Mr. Oehler in three civil actions to date, he cannot be  
14 trusted. He uses false claims constantly in his efforts to defend clients of wrongdoing. In  
15 this matter, he is using frequency data in an effort to defend these clients with an  
16 abandonment claim when he told the Plaintiff on the phone in the Good Faith Consult  
17 that he knew of "complete abandonment" when he filed his MSJ in 2019. Given that he  
18 knew it and did not follow the Rule of Procedure for stating a claim of "complete  
19 abandonment" with particularity of a servitude or servitudes that have caused such a  
20 change in the area and defeated the purpose for which it or they were intended, he again  
21 committed Fraud Upon the Court and upon the Plaintiff.  
22  
23

24  
25 The MSJ based on frequency data was his deliberate effort to defend his clients of  
26 the wrongdoing for their dilapidated signage that posed a risk of harm to persons and  
27 property and he deliberately committed Fraud Upon the Court and upon the Plaintiff by  
28 claiming Statute §33-144 protected those "build to suit" suit signs as "for sale" signs.

1 Knight had to hire an attorney as we approached trial who recognized the Fraud  
2 Upon the Court for that defense of Fairway Constructors' off-premises business  
3 advertising signs on residential lots in Desert Lakes Tract 4076 and specifically in  
4 Knight's adjudicated standing to prosecute Fairway Constructors et al. for their signs in  
5 Tract 4076-B.  
6

7  
8 His clients have been proven to deliberately build homes in violation of the  
9 setback restriction in Desert Lakes and passing those violations off onto unsuspecting  
10 buyers of homes who then become the victims of Breach of Contract for his client's  
11 wrongdoing. It is the current owners of homes that get sued for Breach of Contract.  
12

13 Mr. Oehler then again violated his professional responsibility to assure any claims  
14 he made were honest and instead had Fraudulent Affidavits submitted with the MSJ to  
15 support frequency data. Knight had to file Requests for Public Information from Mohave  
16 County on the APNs for the Stephan Affidavit's armchair GIS map data that he claimed  
17 had setback violations. Plaintiff found that two of those homes were built by another  
18 affiant and the two homes were not built with setback violations as the GIS map had led  
19 this armchair surveyor to claim.  
20  
21

22 Mr. McKee was then found to have submitted a Fraudulent Affidavit. He not only  
23 did not build homes in violation of Desert Lakes Tract 4076-B CC&Rs when he claimed  
24 they were built generally within a ten foot rear yard setback but built homes in complete  
25 compliance with the CC&Rs for those two homes built in 2015 that exceeded the 20 foot  
26 setback with twenty-five foot setbacks.  
27  
28

Mohave County is now being prosecuted for Mr. Oehler's client's wrongdoing on

1 multiple issues including the fraudulent Ordinance 37.C.4. that would have made ten foot  
2 setbacks binding upon over 700 lots in Desert Lakes but for Mr. Azarmi's companion  
3  
4 Res. 2016-125 that was intended to amend Res. 93-122. But for the BOS Denial to amend  
5 Res. 93-122, Azarmi, as a Planning Commissioner with self-serving motives, would have  
6 legal grounds for claiming "complete abandonment" over time as is his intent to compete  
7  
8 with Desert Lakes that has CC&R protections but no association or related Fees.

9       The County has not revised the language of Ordinance 37.C.4. and has approved a  
10 minimum of 35 homes to be built in violation of Res. 93-122 since that fraudulent  
11 ordinance was approved in 2016 causing 35 property owners to be at risk of a law suit for  
12 Breach of Contract for continuing setback violations.  
13

14       Dilatory practices have stalled Injunctive Relief for that fraudulent ordinance just  
15 as dilatory practices have stalled Injunctive Relief in this case.  
16

17       Res. 93-122 was approved in 1993 and was intended as a failsafe measure to  
18 conform to the Desert Lakes CC&Rs and to protect property owners from Breach of  
19 Contract law suits. Collusion in fraud has violated that intent.  
20

21       The evidence is clear that Mr. Oehler has deliberately not followed Rule 12 for  
22 stating a claim of "complete abandonment" of any Covenant, Condition or Restriction  
23 with the particularity necessary for Plaintiff's defense of her CC&Rs and for the specific  
24 purpose of Rule 20 where any indispensable party will be making decisions on whether to  
25 be joined in CV 2018 04003, and if so, whether to be joined as a Plaintiff or Defendant.  
26

27       Mr. Oehler is living up to the reputation of unscrupulous attorneys or has become  
28 incompetent as a result of years of winning cases based on fraud as he did to Knight in

1 CV 2016 04026 and as he has done in this case. Imagine claiming attorney fees that were  
2 unsupported by evidence and when Plaintiff Knight filed a Subpoena for the Invoices  
3 showing his client was actually being billed and paid for those services, he redacted the  
4 Statements claiming attorney-client privilege. Imagine claiming his clients suffered  
5 \$65,000 in medical damages caused by Knight and ignoring those claims during  
6 settlement since the fraudulent threat didn't work for dismissal of his clients.  
7  
8

9 Plaintiff, respectfully requests that this Hon. Court speedily reassigns the case to  
10 another Judge in another County for Plaintiff's Motion to Strike the Defendant's MSJ to  
11 proceed.  
12

13 Pursuant to Rule 7.1 (f), Plaintiff has a right to file her Motion to Strike the  
14 Defendant's MSJ. Their MSJ is prohibited by Statute and Rule. They have not followed  
15 Rule 12. They have committed a violation of Statute §12-543(3) in their MSJ and with  
16 evidence to support the MSJ.  
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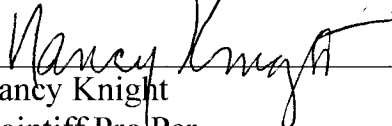
18 Plaintiff believes the issue of the Defendant's not following Rule 12 for stating a  
19 claim of "complete abandonment" needs to be resolved by another Judge in another  
20 County soon. This case has been delayed far too long due to false claims and games  
21 played by the Defense Counsel.  
22

23 Plaintiff pleads for this Court to deny Defendant's attorney fees and costs, if it is  
24 even within his jurisdiction, as a temporary judge intended to only reassign the case. Else,  
25 this claim of attorney fees posed to the Hon. Judge Lambert is yet another game being  
26 played by Defense Counsel. This court, likewise, may not be authorized by law to deny  
27 the Plaintiff's Motion to Strike the Defendants' MSJ or to Strike her Reply as the  
28

1 Defense Counsel is requesting.

2 As Plaintiff explained to Mr. Oehler during our Good Faith Consult, the footnote  
3 date was inaccurate and the filing date is what he is supposed to follow. Instead he made  
4 an issue of the two dates in his current Motion. When does it end?  
5

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7 **RESPECTFULLY SUBMITTED** this 15<sup>th</sup> day of March, 2023

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9 \_\_\_\_\_  
10 Nancy Knight  
11 Plaintiff Pro Per

11 Copy of the foregoing was emailed on March 15, 2023 to [djolaw10@gmail.com](mailto:djolaw10@gmail.com)  
12 Attorney Daniel Oehler, Counsel for the Defendants  
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