

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

FILED 2023MAY1 AM9:14 BY

Christina Spurlock SupDrtClerk

5 Plaintiff Pro Per

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

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

8 NANCY KNIGHT,

9 Plaintiff,

10 vs.

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

17 Defendants.

CASE NO.: CV 2018-04003

**OBJECTION TO A FEBRUARY 17,
2023 COURT ORDER AND
SUBSEQUENT AFFIDAVIT
FOR ATTORNEY FEES
FILED ON APRIL 28, 2023**

18
19 COMES NOW Nancy Knight, Plaintiff Pro Per, objecting to the oral request for
20 attorney fees and court order for an affidavit of fees that was orchestrated during a Status
21 Conference held on February 17, 2023. There exists no justification for punishing the
22 Plaintiff with attorney fees for filing the three Motions listed nor for following the
23 Court's instructions to submit her Proposed Order for service on indispensable parties as
24 the fourth item listed for punishment.

25
26 Pursuant to Statute §12-349, Plaintiff requests that opposing counsel pay damages
27 for fraud and delay in this civil action.

28 OBJECTION TO ATTORNEY FEES_ 1 MAY 2023- 1



B8015CV201804003

1 Attorney Oehler has a pattern of behavior of consistently making requests for
2 attorney fees that are inappropriately timed. The time for attorney fees is when the case
3 has been resolved and generally must be made by Motion pursuant to Rule 54.
4

5 Attorney Oehler requested the Status Conference. Plaintiff objected to the Status
6 Conference as there existed no need. The only outcome from the time spent and
7 Plaintiff's lost wages for the day in order to attend the hearing was for the capricious and
8 arbitrary ongoing harassment of the Plaintiff by the Court in support of the defendants.
9 Capricious means doing something according to one's will that is an abuse of the Court's
10 possession of power. The judge has no grounds for awarding attorney fees and therefore
11 his Order for an Affidavit of Fees was arbitrary and an abuse of discretion.
12
13

14 Due to the Court's lack of specificity on why he felt her documents should result
15 in punishment, Plaintiff is left with assumption in her arguments for reversal of the Court
16 Order and denial of attorney fees. The now recused Court has caused this case to drag on
17 far too long. A memorandum of points and authorities is attached herein. A Proposed
18 Order and Order for damages to be paid to the Plaintiff is attached herein.
19
20

21 **RESPECTFULLY SUBMITTED this 1st day of May, 2023**

22
23 
24 _____
25 **Nancy Knight, Plaintiff Pro Per**

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **Statement of Facts**

3
4 **A.** On June 11, 2018, the second judge in this matter, Hon. Judge Carlisle, DENIED
5 the contemporaneously filed application for attorney fees and supporting affidavit filed
6 by Attorney Oehler. The denial was supported by the following language:

7
8 **1.** The Court finds that the defendants would generally be entitled to
9 attorney’s fees since the CCR’s are a contract. However, one of the factors the Court has
10 to consider is whether the successful party prevailed on all relief sought.

11 *Associated Indemnity Corp. v. Warner*, 143 Ariz. 567, 570 (1985).

12
13 **2.** The second count has not been resolved, so the Court cannot
14 determine whether the defendants have prevailed on all the counts. The issue of attorney
15 fees should be resolved when all of the counts have been resolved. *See, e.g.*, Rule
16 54(g)(3)(B) of the Arizona Rules of Civil Procedure (“ARCP”)

17
18 **3.** “If a decision or judgment adjudicates fewer than all claims and
19 liabilities of a party, a motion for fees must be filed no later than 20 days after any
20 decision is filed that adjudicates all remaining claims in the action.”.

21
22 **4.** The proper time to determine attorney’s fees is when the case has
23 been resolved.

24 **B.** Based on the specifics in the Status Conference Minutes, the Court directed
25 attorney Oehler to file an Affidavit of Attorney Fees for three motions and for Plaintiff’s
26 Objection to language in Mr. Oehler’s Notice to Indispensable Parties and Proposed
27

1 Order together with the Plaintiff's Proposed Order that followed law more closely in the
2 interest of limiting costs of service. The specific documents listed were filed between the
3
4 period from September 29, 2022 until that present day of February 17, 2023. All of
5 Plaintiff's four documents were necessary and filed in good faith in the interest of justice.

6 1. Motion to Amend the Complaint for Affidavit Fraud was filed on
7
8 September 29, 2022 in response to Mohave County Attorney Smith who had informed
9 the Plaintiff that law enforcement investigates issues of fraud. Several departments at the
10 Police Department determined it was a civil matter. The Defendants filed fraudulent
11 Affidavits that was intended to support a Motion for Summary Judgment ("MSJ") on
12 abandonment. Oral Arguments were held and the Defendants failed to prove their
13 position on abandonment. The Motion should have been denied. Instead, the Court
14 allowed the travesty to continue for over three years to date. The Plaintiff's Motion for
15 Leave to Amend the Complaint for Affidavit Fraud was therefore justified to prove to the
16 Court that he had been misled, if that was the reason for his allowing the MSJ to remain
17 pending jury trial. The Plaintiff had good cause to file her Motion. Attorney fees for her
18 motion is inappropriate.

19
20
21 2. Motion for Injunctive Relief was filed on October 24, 2022 and was
22 necessary in the interest of public safety. See the Exhibits and page 3, lines 11-13. The
23 Court supported Fraud Upon the Plaintiff for years with the fraudulent claim that the
24 "build to suit" advertising signs were protected by Statute §33-441 as "for sale" signs.
25 See page 2, lines 12-13. That claim stalled Injunctive Relief and the Court continued to
26
27
28

1 allow the Defendants to pose a risk of harm to persons and property and continued to
2 support unfair competition. Plaintiff's Motion for Reconsideration of Injunctive Relief
3 was therefore justified. Plaintiff had good cause to file for the granting of Injunctive
4 Relief to permanently stop the Defendants from posing a risk of harm and practicing
5 unfair competition in her subdivision where the Defendants deliberately build homes in
6 violation of the CC&Rs and pass those homes onto unsuspecting buyers who are then
7 subject to Breach of Contract law suits. Granting Injunctive Relief would have brought
8 closure to the one remaining Count in the Complaint. Attorney fees are inappropriate.

11 **3.** Motion to Dismiss the Abandonment Claim for Unclean Hands was filed
12 on Nov. 2, 2022. The Motion to dismiss the MSJ for Unclean Hands was justified. The
13 Affidavits that may have caused the Court to allow the travesty of a claim of
14 abandonment to continue are rife with Fraud.

17 Affidavit Fraud is the basis of Unclean Hands. According to Westlaw, the Unclean
18 Hands Doctrine is "An equitable defense that bars relief to a party who has engaged in
19 inequitable behavior (including fraud, deceit, unconscionability or bad faith) related to
20 the subject matter of that party's claim". Plaintiff is defending her Declaration of CC&Rs.
21 Neither abandonment of the non-waiver clause nor "complete abandonment" of the
22 Declaration of CC&Rs exists. Mr. Oehler and his clients engaged in inequitable behavior.
23 Attorney fees for Plaintiff's motion to seek justice for Unclean Hands is inappropriate
24 and should not be granted.

27 **4.** Any Objection to the Proposed Order for Service on Indispensable Parties
28

1 was due by September 30, 2022. Plaintiff received a copy of Mr. Coughlin's Draft from
2 his Legal Assistant, Ms. Brasil, on September 29, 2022 about noon. Plaintiff had no idea
3 that her attorney ignored her need for limited financial expense in joining the parties as is
4 the intent of Rule 4.1. Coughlin's unacceptable yellow highlighted Draft needed revision
5 pursuant to law and Plaintiff did her best based on her limited time to Object and to
6 compose her own Proposed Order that was filed on September 29, 2022 about 4 pm. The
7 Court held Plaintiff's Proposed changes in abeyance until her attorney could return from
8 vacation and officially Withdraw. On October 25, 2022 the Court held a Status
9 Conference and the Court allowed the Plaintiff to revise her Objections and Proposed
10 Order for his evaluation since Attorney Oehler expressed disgust and refused to work
11 with the Plaintiff on the revision. The September 29 document then became obsolete.

12
13
14
15 Plaintiff received Mr. Oehler's "blue text" document on October 26, 2022 from a
16 Court employee, Marche Brooks. The Plaintiff's Objection and Proposed Order was
17 updated and filed on October 28, 2022 as was allowed by the Court. It makes no sense for
18 the Court to now expect Plaintiff to pay attorney fees for her efforts that the Court
19 allowed.

20
21
22 Mr. Oehler's "blue text" did not comply with the need for Statute WARNINGS for
23 Waiver of Service Forms. See pages 7 and 8 (October 28) for the "Warnings" that
24 Plaintiff expected to be included in the Summons that would limit Plaintiff's costs for
25 only one mailing as proposed in her revised Order and if the Waiver was not signed, then
26 the Indispensable Party would suffer costs of additional attempts at service.
27

1 Mr. Oehler has the intent to bankrupt the Plaintiff where over 400 parties need to
2 be served. On Nov. 9, 2022, Mr. Oehler submitted his “blue text” final form and it still
3 ignored Rule 4.1 for the Waiver of Service financial limitations expected by the
4 Legislature and needed by the Plaintiff. On Nov. 14, 2022, Plaintiff filed her Reply to
5 Defendant’s Response regarding the three documents filed by the Plaintiff on October 28.
6 (1) Objection to the Blue Text document. (2) Plaintiff’s Proposed Orders for Service on
7 Indispensable Parties. (3) Notice of Filing Plaintiff’s Proposed Orders.
8

9 All three documents were approved for submission during the Status Conference.
10 In over five months from the October Status Conference, the Court has failed to do as
11 promised to take Plaintiff’s language for the Court’s composition of the Summons and
12 Service Packet to fit the Proposed Order. Plaintiff had a right to submit her Proposed
13 Order on November 14, 2022 along with the updated proposed language for the Service
14 Packet. She made it clear to the Court, during the Status Conference on February 17, that
15 costs were a factor in her duty to serve the summons on the Indispensable Parties.
16
17

18 Mr. Oehler’s Proposed Order expanded costs and was signed by the Court in
19 defiance of the intent of the A.R.S. for Waiver of Service. In pertinent part “DUTY TO
20 AVOID UNNECESSARY COSTS OF SERVICE OF SUMMONS. Rule 4.1 and Rule
21 4.2 of the Arizona Rules of Civil Procedure requires certain parties to cooperate in saving
22 unnecessary costs of service of the summons and a pleading. When a party is asked by a
23 Plaintiff to waive service of a summons, they will be required to bear the cost of such
24 service unless good cause be shown for its failure to sign and return the waiver. A party
25
26
27
28

1 who waives service of the summons retains all defenses and objections (except any
2 relating to the summons or to the service of the summons), and may later object to the
3 jurisdiction of the court or to the place where the action has been brought.”
4

5 Rule 20 is affected if the Indispensable Parties are not provided with full
6 disclosure for making a decision to be joined or for making a decision to join as a
7 Plaintiff or Defendant. For this reason, Plaintiff’s Proposed Order and language of the
8 Summons and Service Packet are necessary. Any Attorney fees for Plaintiff’s Proposed
9 Order and language for the Service Packet and Summons is inappropriate.
10

11 Mr. Oehler’s messy document was signed by the Court on February 17. The
12 Plaintiff did not receive a copy of the slovenly, hand written, Order with changes to the
13 blue text document until March 17, 2023. Plaintiff still does not have a copy of the
14 Court’s Summons and Service Packet for distribution nor how the Court is going to make
15 the intent of the law on Waiver of Service fit Mr. Oehler’s signed Order.
16
17

18 Extensive work and research went into the Plaintiff’s submission. Plaintiff should
19 not be subjected to multiple expensive attempts to serve indispensable parties. The
20 reassigned Court is requested to reevaluate the blue text document signed by the former
21 Court and compare it to Plaintiff’s proposal and language for the Summons.
22

23 Attorney fees should not be granted.

24 **C. Recusal of the Court.** Plaintiff further objects to the attorney fees pursuant to the
25 judge disqualifying himself on April 27, 2023 for all matters in this case. The judge’s
26 pattern of partiality in this matter for over four years when he took the case from the Hon.
27

1 Judge Gordon is despicable. Plaintiff's Affidavit of Court Bias and Rule 42.2 reasons A –
2 H with multiple subheadings was filed on March 29, 2023. All Orders signed by the
3 Court should be remanded and all Denials of Plaintiff's Motions should be remanded.
4

5 **D. Conclusions**

6 1. Attorney fees should not apply to a Court's contempt for public safety,
7 support of Affidavit Fraud, support of unfair competition where only Mr. Oehler's clients
8 post custom home advertising signage on residential lots, for the Court's abuse of
9 discretion for Rule 19 (a) together with an extreme financial burden for cost of service in
10 following his Order and violation of the Constitution on making decisions within 60 days
11 where delay caused a statute of limitation to run for Affidavit Fraud.
12
13

14 2. Plaintiff further objects to attorney fees due to the subsequent Complaint
15 mailed on April 27, 2023 to the Commission on Judicial Conduct. A PDF of the three (3)
16 page Complaint was emailed to Attorney Oehler on April 27, 2023. He filed his Affidavit
17 on April 28, 2023 after the Court recused himself. The scheme to bankrupt the Plaintiff
18 should be clear to the reassigned Court for setting aside or striking the biased Court's
19 Order for attorney fees.
20
21

22 3. Cause for the Complaint was due to the Court's interference in the role of
23 the Hon. Judge Lambert. Lambert's role encompassed evaluation of Plaintiff's Affidavit
24 of Court Bias together with her attempt to follow Rule 42.2 with her First Corrected
25 Motion for Reconsideration that had not yet complied with procedure for the Statement
26 of Facts. Plaintiff believes her First Corrected Motion with reasons for her claim of bias
27
28

1 in her Statement of Facts and in the separate paragraphs with Arguments and Other
2 Authorities met compliance to Rule 42.2. but she is uncertain.

3
4 Plaintiff is in a position of uncertainty as how to proceed if her First Corrected
5 Motion still fails to be compliant. The recused Court wrote, "Furthermore, the Plaintiff is
6 not to file anymore pleadings and send them directly to Judge Lambert. Judge Lambert
7 had one role in this case, and he is no longer assigned to perform any duties in this case."

8
9 Plaintiff believes the Hon. Judge Lambert had not been dismissed from his role of
10 evaluation and reassignment of the case to a different judge. Plaintiff's First Corrected
11 Motion was filed for delivery to the Hon. Judge Lambert and was accepted by his Judicial
12 Assistant on March 29, 2023 with no indication that he was no longer assigned to the
13 matter.
14

15 Plaintiff requests that the First Corrected Motion be responded to. Plaintiff found
16 no sample document to follow for Rule 42.2. She is uncertain as to whether she needs to
17 hire an attorney for a Second Corrected Motion before her pleading for this case to be
18 consolidated into the Yavapai County case which will make Plaintiff's Motion for
19 Change of Venue a moot point now that the Court recused himself.
20
21

22 4. For the above reasons, and pursuant to the Court Order that provides an
23 opportunity for the Plaintiff to respond to the Affidavit of Attorney Fees, as stated in the
24 February 17, Status Conference minutes, Plaintiff hereby objects to any award of attorney
25 fees to Mr. Oehler's Trust account for the listed sum total of \$13,422.14 plus interest
26 from the time an Order is signed by an unknown reassigned judge. Any part of the listed
27
28

1 amount is inappropriate and would be a miscarriage of justice in the Plaintiff's opinion.

2 5. All documents filed by the Plaintiff that were denied or pending a decision,
3 especially regarding the Gag Order, are requested to be reevaluated and granted if
4 determined to be in the interest of justice by the reassigned Court.
5

6 6. On April 27, 2023, the recused Court inappropriately assigned the Hon.
7 Judge Moss to further proceedings; however, Moss had already recused himself from this
8 matter which is why the Hon. Judge Lambert was assigned by Moss. Who removed Judge
9 Lambert from evaluation of Plaintiff's compliance to Rule 42.2 procedure?
10

11 7. Plaintiff is entitled to the maximum award of \$5,000 from attorney Oehler,
12 at the discretion of the reassigned Court, pursuant to violations of §12-349 (A) whereby
13 in any civil action, the court **shall** assess, at the court's discretion, double damages not to
14 exceed five thousand dollars against an attorney, if the attorney does any of the
15 following:
16
17

18 a. Brings or defends a claim without substantial justification (meaning that the
19 claim or defense is groundless and is not made in good faith).


20 b. Brings or defends a claim solely or primarily for delay or harassment.

21 c. Unreasonably expands or delays the proceeding.
22

23 A review of this case history, especially Plaintiff's Motions, Responses and
24 Replies, will show that Mr. Oehler is subject to full punishment of \$5,000. He has
25 committed fraud upon the plaintiff with Statute §33-441 and caused his clients to profit
26 from ongoing delays for permanent Injunctive Relief. He filed multiple motions to
27

1 dismiss with no basis of fact and filed his MSJ on abandonment solely or primarily for
2 delay and or harassment. He knew case law on “complete abandonment” of the
3 Declaration of CC&Rs did not exist in Desert Lakes and resorted to file Affidavits for
4 frequency data claims to support abandonment of the non-waiver clause. The Affidavits
5 have been found to have fraudulent claims. Remedy exists for all claims of violations just
6 as it did in the case of *Burke v. Voicestream* and he knew it. This case should not have
7 dragged on for over five years for the one existing Count in the Complaint for Injunctive
8 Relief. Delay in the past five years has caused multiple victims to be at risk of Breach of
9 Contract for his client’s wrongdoing in building homes in violation of setbacks for a
10 larger building footprint that translates into higher profits for his clients. A Proposed
11 Order and Order for signature are also being filed today.

12
13
14
15 **RESPECTFULLY SUBMITTED this 1st day of May, 2023**

16
17 
18 _____

19 **Nancy Knight, Plaintiff Pro Per**

20
21 Copy of the above emailed on this day to:
22 Djolaw10@gmail.com Defense Counsel Oehler