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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 and

12 GLEN LUDWIG and PEARL LUDWIG,
13 Trustees of THE LUDWIG FAMILY TRUST;
14 FAIRWAY CONSTRUCTORS, INC.;
15 MEHDI AZARMI; ~~JAMES B. ROBERTS and~~
16 ~~DONNA M. ROBERTS, husband and wife;~~
17 MICHAEL and JUDY ROVNO, husband
18 and wife; SIAVOSH SANAYE; PARVIN
19 JAMNEJAD; SUNIL KUKREJA;
20 LUDWIG ENGINEERING
ASSOCIATES, INC; MOHAVE
21 COUNTY; JOHN DOES 1-10 6; JANE
22 DOES 1-10 9; ABC CORPORATIONS 1-10
23 8; and XYZ PARTNERSHIPS 1-10.

24 Defendants.

Case No.: CV 2018 04003

FIRST AMENDED COMPLAINT

Breach of Contract –
Violations of Sections 4, 5 (v) and B (1) of
the Tract 4076-B Covenants, Conditions
and Restrictions

Violation of Zoning and Setback
Resolutions

Violation of Arizona Property Rights
Protection Act

25 COMES NOW Plaintiff Pro Per, NANCY KNIGHT for her complaint against the
26 Defendants, hereby alleges as follows:

27 **PARTIES AND JURISDICTION**
28

1 1. Plaintiff, NANCY KNIGHT, (hereinafter “Plaintiff”), ~~is a resident of Fort~~
2 ~~Mohave, Mohave County, Arizona~~ and is a property owner within Desert Lakes Golf Course and
3 Estates Subdivision Tract 4076-B situated in Fort Mohave, Mohave County, Arizona.

4
5 2. Defendants, Glen Ludwig Surviving Spouse and Pearl Ludwig Deceased as
6 Trustees of THE LUDWIG FAMILY TRUST (hereinafter Ludwig”) own properties in Desert
7 Lakes Golf Course and Estates in Fort Mohave, Mohave County, Arizona.

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9 3. Glen Ludwig is President of Defendant FAIRWAY CONSTRUCTORS, INC., an
10 Arizona Corporation, which ~~owns~~ owned properties within Desert Lakes Golf Course and
11 Estates in Fort Mohave, Mohave County, Arizona when this case was filed. Fairway
12 Constructors, Inc. is a residential developing corporation doing business in Fort Mohave,
13 Mohave County, Arizona since at least 1991 and builds homes in violation of Res. 93-122 and
14 the CC&Rs. Fairway Constructors, Inc. violated the signage restriction at Section 12 in the Tract
15 4076-B Declaration and in multiple violations of Mohave County Zoning Ordinance Section J at
16 pages 198-202 for off-premises advertising.

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18 4. Glen Ludwig is President of Defendant LUDWIG ENGINEERING
19 ASSOCIATES, INC. who caused Plaintiff’s Tract 4163 to be subdivided into 32 small lot sizes
20 with ten foot rear yard setbacks in violation of Res. 93-122. Ludwig Engineering Associates, Inc.
21 is a California Corporation doing business in Fort Mohave, Mohave County, Arizona.

22
23 5. Defendant, MEHDI AZARMI (hereinafter “Azarmi”) is, or was at the time of the
24 violations of the Desert Lakes Golf Course and Estates Covenants, Conditions and Restrictions,
25 Vice President and Developer Representative of Fairway Constructors, Inc., and Vice President
26 of the Arizona office of Ludwig Engineering Associates, Inc. located in Fort Mohave, Mohave
27 County, Arizona. Defendant Azarmi, is further a property owner within Desert Lakes Golf
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1 Course and Estates Tract 4076-B and resides in Fort Mohave, Mohave County, Arizona.

2 Defendant Azarmi was a Planning Commissioner with Mohave County for over ten years ending
3 in 2018. He is the singular proponent of Res. 2016-125 for reduced setbacks in Desert Lakes and
4 he is a part of the approval of the companion Res. 2016-04 that became Mohave County
5 Ordinance 37.C.4. for reduced setbacks in Mohave County, Arizona.

7 ~~6. Defendants JAMES B. ROBERTS and DONNA M. ROBERTS (hereinafter~~
8 ~~“Roberts”) are residents of Fort Mohave, Mohave County, Arizona and property owners within~~
9 ~~Desert Lakes Golf Course and Estates.~~

11 7. Defendant MOHAVE COUNTY is a legal entity and corporation of a special sort.
12 It can buy and hold property, sue and be sued, and enter into contracts. Mohave County governs
13 the unincorporated area of Fort Mohave, Mohave County, Arizona. Mohave County violates Res.
14 93-122 and violates Prop 207 that was codified as the Arizona Property Rights Protection Act
15 that is contributing to the cause of abandonment of Section 6 of the Declaration. Consolidation of
16 this case into CV 2022 00177 where Mohave County is a Defendant for Plaintiff’s side yard and
17 rear yard setback violations has been denied. Amending the Complaint in CV 2022 00177 has
18 been denied. Justice requires an Amendment in this case.

21 8. Defendant SIAVOSH SANAYE is a resident of Scottsdale, Arizona according to
22 the New Home Construction Permit Application for the home he built in violation of front and
23 rear setbacks and sold to Ronald and Shirley Miller in Desert Lakes Tract 4076-B in Fort
24 Mohave, Mohave County, Arizona. Amending the Complaint for the Miller’s violation of
25 CC&Rs was denied in this case. That setback violation is being tried in CV 2022 00177. Sanaye
26 is being sued in this case for cause of contributing to a claim of abandonment for setbacks.
27 Fairway built the home and Azarmi was the representative.

1 9. Defendant PARVIN JAMNEJAD owns lots in Desert Lakes, Fort Mohave,
2 Mohave County, Arizona and is a resident of Bloomfield Hills, Michigan. Jamnejad is a relative
3 of Defendant Azarmi. Jamnejad built the home that is in violation of the rear yard setback that
4 was sold to Peter and Antoinette Choate in Desert Lakes Tract 4076-B, Fort Mohave, Mohave
5 County, Arizona. Amending the Complaint for the Choat's violation of CC&Rs was denied in
6 this case. That violation is being tried in CV 2022 00177. Jamnejad is being sued in this case for
7 cause of a claim of abandonment for her misdeed. Fairway built the home and Azarmi was the
8 representative.

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11 10. Defendant SUNIL KUKREJA is a property owner in Desert Lakes Tract 4076-B,
12 situated in Fort Mohave, Mohave County, Arizona with multiple lots held in trust by Pioneer
13 Title Agency TR 9051. Sunil Kukreja is a land investor doing business under many different
14 entity names including Kukreja Investors, Desert Greens, and Desert Lakes and Golf Course in
15 Mohave County, Arizona. At the time of his misdeeds in Tract 4163 he was doing business as
16 1043 Arizona Properties using an undeliverable address, according to the Arizona Corporation
17 Commission. That address was traced to belonging to the Los Lagos Clubhouse in Fort Mohave,
18 Mohave County, Arizona. Kukreja is being sued for cause of a claim of abandonment for his
19 misdeeds. Kukreja is suspect of operating a Real Estate Shell Game with a partner operating
20 from an off-shore entity in the Bahamas.

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23 11. Defendants MICHAEL AND JUDY ROVNO are residents of Desert Lakes Tract
24 4076-B in Fort Mohave, Mohave County, Arizona with a second detached dwelling unit that
25 does not conform to Mohave County regulation for an accessory structure and the Casita is in
26 violation of the Declaration at Section 4 for livable space, in violation of Section 5 (v) for
27 lacking a closed 20 foot garage and B(1). The Rovnos have a setback violation for their primary
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1 residence that is being tried in CV 2022 00177. The second dwelling unit was built after CV
2 2022 00177 was originally filed in 2021. That 2021 case was granted a change of venue in 2022.
3 Consolidation of this case into the 2022 case has been denied. Rovno is being sued in this case
4 for judicial economy so a third concurrent CC&R case in not required.

6 12. All parties named herein are residents and/or relevant business owners, and/or
7 property owners of Mohave County, Arizona and, all actions that gave rise to this proceeding
8 occurred in Mohave County, Arizona.

10 13. The Mohave County Superior Court has the jurisdiction over the Defendants and
11 the subject matter of this litigation. Venue of this action is proper in Mohave County, Arizona as
12 the Plaintiff and Defendants reside and/or own subject property, and/or do business in Mohave
13 County, Arizona. In addition, Defendants have caused events and/or transactions to occur in the
14 County of Mohave in the State of Arizona in which this action arises and, consequently, both
15 jurisdiction and venue is appropriate in the Mohave County Superior Court in accordance with
16 SS 12-401, et seq., Arizona Revised Statutes, as amended.

18 14. Plaintiff is currently unaware of the true names and capacities of the Defendants
19 sued herein as the balance of DOES 1 through 10, inclusive and therefore, sues each Defendant
20 by such fictitious name. Plaintiff is informed and believes and based thereon allege that each
21 such Defendant is in some fashion responsible for, and a proximate cause of the damages
22 suffered by Plaintiff as are alleged herein. Plaintiff will seek leave of the Court to amend this
23 Complaint to set forth the true names and capacities of such balance of DOE Defendants when
24 the same have been ascertained.

26 15. Plaintiff is informed and believes and based thereon allege that at all times herein
27 mentioned the majority of Defendants, including those named herein as DOES 1 through 10,
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1 inclusive, in addition to acting for himself, herself, or itself, on his, her or its own behalf
2 individually, is now and was at all times material hereto acting in concert with at least one of the
3 other Defendants and in doing the things hereinafter alleged, was acting within the course and
4 scope of such relationship as an agent, principal, employee, purchaser, servant or representative
5 and with the permission, consent and ratification of each and every other of such Defendants.
6

7 ALLEGATIONS COMMON TO ALL COUNTS

8 16. For each count included in this Complaint, Plaintiff incorporates all other
9 allegations and averments contained in this Complaint as though fully included and restated
10 herein.
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12 17. Plaintiff and Defendants Azarmi, Ludwig, Jamnejad, Kukreja, Sanaye and Rovno
13 are or were all real property owners in Desert Lakes Golf Course and Estates (hereinafter
14 referred to as "Desert Lakes"). Defendant Mohave County is the governing body for Desert
15 Lakes in Fort Mohave, Arizona.
16

17 18. Desert Lakes established Covenants, Conditions, and Restrictions for Desert
18 Lakes Golf Course and Estates 4076-B (hereinafter referred to as "CC&Rs"), and recorded the
19 CC&Rs with the Mohave County Recorder on December 18, 1989 at Fee No. 89-67669 – Book
20 1641, Page 895. ~~Traet 4076-A and all tracts subsequently adjoined to Desert Lakes are subject to~~
21 ~~the original CC&Rs as evidenced by the Arizona Department of Real Estate Reports and Title~~
22 ~~Insurance Policies citing the location of the CC&Rs as Recorded in Book 1641, page 895.~~ The
23 CC&Rs represent binding restrictions on the use and development of all properties within Desert
24 Lakes and all property owners are required to fully comply with all rules, regulations and other
25 requirements established by the CC&Rs governing the use of their property. Mohave County
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1 Resolution 89-116 was approved for twenty foot setbacks, front and rear, pursuant to the
2 CC&Rs. Res. 93-122 “clarified” the twenty foot setbacks, front and rear, in 1993.

3 **19.** The CC&Rs clearly define that buildings and projections shall be constructed not
4 less than twenty feet (20’) back from the front and rear property lines at Article II – Land Use
5 (Book 1641 page 897), Paragraph 6 aka Section 6:

6 Paragraph 6: “All buildings and projections thereof on lots not adjacent to the golf
7 course shall be constructed not less than twenty feet (20’) back from the front and
8 rear property lines... All buildings and projections thereof on all other lots being
9 those lots adjacent to the golf course shall be constructed not less than twenty feet
10 (20’) from the front and rear property lines...”

11 ~~**20.** Defendant LUDWIG was the property owner of the lot where a home was built~~
12 ~~with setbacks in violation of the CC&Rs. The address of the home is 5732 S. Club House Dr. in~~
13 ~~the Desert Lakes Golf Course and Estates subdivision. Fairway Constructors, Inc., was the~~
14 ~~Applicant for the New Construction permit.~~

15 **21.** Defendant AZARMI, acting on behalf of the Defendants Ludwig and Fairway
16 Constructors, Inc., and acting on behalf of Ludwig Engineering Associates, Siavosh Sanaye, and
17 Parvin Jamnejad, ~~was denied reduced setbacks by Mohave County Planning and Zoning and~~
18 ~~subsequently challenged Planning and Zoning with a series of egregious acts in direct conflict~~
19 ~~with the CC&Rs. caused multiple violations of the Declaration for which Azarmi now seeks an~~
20 ~~abandonment ruling with unclean hands.~~

21 ~~**21.** The first egregious act was to apply for a setback variance from the Mohave~~
22 ~~County Board of Adjustment (hereinafter “BOA”). The BOA meeting was held on May 18,~~
23 ~~2016. The approved variance was less restrictive than the CC&Rs.~~

24 **22.** Azarmi filed a New Home construction application with Mohave County
25 Development Services for multiple homes with reduced setbacks that violated the CC&Rs and
26

1 violated Res. 93-122. The permit's Revised drawing dated as received on May 19, 2016 displays
2 the front setback as Plot Plans show violations ranging from a front yard setback of fifteen feet
3 (15') and the many rear yard setbacks of less than twenty feet. setback as ten feet (10'). As
4 previously indicated, CC&Rs cite the setbacks as twenty feet (20') front and twenty feet (20')
5 rear. Azarmi attempted to reduce the front and rear yard setbacks in Desert Lakes Subdivision
6 Tract 4076 with his Res. 2016-125 and Res. 2016-126 that failed to get Board of Supervisor
7 approval on October 3, 2016. Azarmi's companion Ord.37.C.4 is fraudulently being used for
8 permit approvals in violation of Res. 93-122. Res. 2016-04 created Ord. 37.C.4. that is known as
9 the 50% Rule for reduced rear yard setbacks that is contributing to Azarmi's claim of
10 abandonment of Section 6 of the Declaration. Mohave County is being sued in the collusion with
11 multiple defendants and for violating Section 12-1134 of the Arizona Private Property Protection
12 Act with Ord. 37.C.4.

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16 **23.** Azarmi, Ludwig, and Fairway Constructors, in the course of running their
17 development business in Desert Lakes for many years, have been well aware of the CC&Rs, the
18 SD/R zoning and Res. 93-122 for twenty foot setbacks, front and rear. The Mohave County
19 Development Services Division (DSD) of the Arizona Department of Real Estate, regulates the
20 sale of Subdivided Lands, and clearly cites a developer must obtain a Disclosure Report (public
21 report) prior to making offers for sale". Most recently, and for the subject parcel, Ludwig and
22 Fairway Constructors, Inc, were provided a Subdivision Disclosure Report on June 11, 2014
23 citing on page 10 the "Recorded Declaration Covenants, Conditions, and Restrictions." denied
24 Azarmi a new home construction permit on or about late 2015 for setbacks that violated
25 Res. 93-122. That denial is a part of the Board of Adjustment hearing for a variance held on May
26 18, 2016. Planner Holtry stated that because the department believed that the request did not
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1 comply with Section 41.F of the Mohave County Zoning Ordinance the department could not
2 recommend approval.

3 **24.** The State of Arizona Corporation Commission’s “Corporation Annual Report and
4 Certificate of Disclosure” for 2017 cites Mehdi Azarmi as the Vice President of Fairway
5 Constructors, Inc. having taken office on August 16, 1991 and is a shareholder holding more
6 than 20% of issued shares of the corporation or more than 20% beneficial interest in the
7 corporation. A preponderance of evidence exists to conclude that profit motives for a larger
8 building footprint drives Azarmi’s intent for reduced setbacks and violating Res. 93-122 drives
9 the abandonment threat for competition with Desert Lakes that has no HOA Fees. Desert Lakes,
10 without an HOA, is “more valuable in the marketplace” pursuant to an Affidavit by Ann Pettit at
11 paragraph 18 dated October 30, 2019. ~~The two documents cited above, Subdivision Disclosure~~
12 ~~Report and Corporation Annual Report, taken together are evidence that Azarmi was well~~
13 ~~informed of the CC&Rs and was motivated by profit at the expense of the Desert Lakes~~
14 ~~Community when he refused to accept denial for reduced setbacks from Mohave County~~
15 ~~Planning and Zoning for a home he was planning to build at 5732 S. Club House Drive, in Fort~~
16 ~~Mohave, AZ.~~

17 **25.** Further, Fairway Constructors, Inc., together with ~~their listing real estate broker,~~
18 US Southwest Real Estate, violate the CC&R restriction for signage on unimproved lots
19 (paragraph 12, page 898) and long-term exposure to the elements caused dilapidation that
20 became a risk of hazard to persons and property. ~~This illegal act by Fairway Constructors has~~
21 ~~caused other real estate agencies to falsely assume the CC&Rs do not restrict this behavior and~~
22 ~~has resulted in additional illegal signage to be posted on unimproved lots.~~

23 Paragraph 12: “No sign, advertisement...shall be erected or allowed on any of
24 the unimproved lots... and no signs shall be erected or allowed to remain on any
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1 lots, improved or otherwise, provided however, that an owner may place on his
2 improved lot “For Sale” signs, “For Lease” signs, or “For Rent” signs so long as
3 they are of reasonable dimensions.

4 **26.** Mohave County Development Services is not a party to the CC&Rs and therefore,
5 according to Christine Ballard of Mohave County Planning and Zoning (hereinafter “Ballard”),
6 “the County is not bound by the document nor can they enforce them”. However, Mohave
7 County Planning and Zoning generally does abide in the Zoning Specifications ~~ited for the~~
8 ~~subject parcel~~ which is Special Development Residential with setbacks at twenty fet in front and
9 back, and five feet on the sides. ~~County Planning and Zoning denied Azarmi’s setback reduction~~
10 ~~request due to the Desert Lakes Zoning. Azarmi’s behavior to challenge the Mohave County~~
11 ~~Planner’s denial of reduced setbacks with a BOA variance was deliberate with full knowledge of~~
12 ~~the violation of the CC&R setback restrictions. Azarmi also enlisted the help of Mr. Roberts, the~~
13 ~~future owner of the home, to attend the meeting and make claims in support of the variance.~~
14 ~~Examples of inaccuracies cited at the BOA meeting: 1) The property owner was not Jim Roberts.~~
15 ~~The building permit clearly identifies the property owner as the Ludwig Family Trust. 2) Azarmi~~
16 ~~misrepresented the parcel as a small lot when in fact it is 8,034 square feet. This large lot size~~
17 ~~supported Mohave County Planning staff’s feeling that “there were sufficient undeveloped~~
18 ~~portions of the property that could be utilized so that the structure could meet the setback~~
19 ~~requirements”. 3) Azarmi falsely claimed that “if the Roberts could not move into their house~~
20 ~~and enjoy what they wanted, then the department was basically taking that right away from these~~
21 ~~people. In truth, Defendants Mr. and Mrs. Roberts’ did not own the house yet nor had the home~~
22 ~~been built yet. 4) Azarmi falsely inferred that “there was already a hardship” for Mr. Roberts.~~
23 ~~Any hardship on May 18, 2016 was a hardship for Azarmi. The home permit was applied for on~~
24 ~~April 8, 2016 and denied due to the setbacks. Azarmi’s hardship was his desperation for a sale~~

1 and for profits at the expense of the Desert Lakes Community. 5) Azarmi falsely claimed that “if
2 Mr. Roberts had to park his boat out in the open space it would cause a headache for him and for
3 the sheriff....” The CC&Rs specifically sets forth that no watercraft may be parked in front of
4 any residence in the open. Inferring a public safety risk for Sheriff calls was an apparent ruse to
5 influence those who serve on the BOA. 6) Azarmi claimed he was unaware that the zoning was
6 not Single Family Residential (R-1).
7

8 **27.** The CC&Rs clearly cite on page 900 that the zoning is Special Development
9 Residential (SD-R). SD/R zoning was approved in 1989 with Res. 89-116 and the County
10 approved a setback reduction to twenty feet front and rear for Desert Lakes. The setbacks were
11 “clarified” in 1993 with Res. 93-122.

12
13 **28.** Mohave County fraudulently changed the SD/R zoning from Agricultural to
14 SD/RO in 1998 for Tract 4163 with approval for ten foot rear yard setbacks. Collusion in the
15 fraud are Defendants Kukreja and Azarmi. Azarmi is the voice of Ludwig Engineering
16 Associates, Inc. that created the 32 lot plat with ten foot rear yard setbacks for Tract 4163.
17 Azarmi now claims 100% of Tract 4163 lots have setback violations and is claiming
18 abandonment that he caused.
19

20 **29.** Kukreja is being sued for zoning Fraud in CV 2022 00177 that led to Plaintiff’s
21 ten foot rear yard setback damage. Kukreja is being sued in this case for his part in support of the
22 abandonment claim for 100% of Tract 4163 having ten foot setbacks and including Kukreja’s
23 2019 Affidavit with suspect tampering of the notary’s date.
24

25 **30.** The reason for the 20 foot front and rear setbacks in Desert Lakes is for views,
26 especially for fairway views. Evidence of this fact is found in the CC&Rs whereby fairway lots
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1 are restricted from privacy fencing and must install wrought iron fencing on all back yard lots
2 adjacent to fairways and for fifteen feet along the side yards (paragraph 8).

3 ...on all lots adjacent to fairway lots the rear fences shall be of wrought iron
4 construction for a total fence height of 5 feet ... which shall continue along the
5 side lot line for a distance of 15 feet.

6 **31.** A ten foot back yard setback that is adjacent to an existing structure that was built
7 with a twenty foot setback or is adjacent to an undeveloped lot on the subject parcel that is
8 adjacent to a fairway amounts to a taking of views and related property value from an adjacent
9 property owner. This is where self-serving motives of one builder can result in the harm of others
10 and which is why CC&Rs are written to protect the property values of everyone in the
11 subdivision.

12
13 **32.** ~~Another issue with the adjacent lot that is now impacted by the home built by~~
14 ~~Fairway Constructors, Inc. is that~~ Real Estate law does not require s full-disclosure of setback
15 violations by the seller. According to the Arizona Department of Real Estate the Sellers Property
16 Disclosure Statement (SPDS) is recommended but not required. ~~There exists no means of~~
17 ~~assurance that a buyer of the an adjacent lot will be informed of the reduced value of his~~
18 ~~purchase due to his lost views from the self serving motives of the Defendants and therefore~~
19 ~~exists just cause for the requested remedy that the adjacent lot be traded or purchased by Fairway~~
20 ~~Constructors and maintained as a green belt.~~

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23 **33.** Defendants have caused multiple victims for setback violations in Desert Lakes
24 Tract 4076-B and Tract 4076-D as built by Fairway Constructors for Azarmi's family and
25 associates. Now Azarmi wants to claim abandonment of the setback servitude. Multiple
26 Defendants have unclean hands in collusion with Azarmi.

27
28 **34.** ~~The Revised plan drawing associated with the construction permit application~~
~~submitted by Azarmi on the day after the BOA meeting, shows the side yard is over twenty feet~~

1 ~~(20') wide and forty feet (40') deep. As such, Mr. Roberts could park his boat in the side yard~~
2 ~~behind fencing as is a customary practice by homeowners with recreational vehicles who abide~~
3 ~~in the CC&Rs. There is no valid reason as to why these Defendants should receive special~~
4 ~~considerations concerning storage of their watercraft as compared to others already living within~~
5 ~~the community who are in compliance with the CC&Rs.~~

7 35. If Fairway Constructors, Inc. is allowed to continue the practice of violating the
8 CC&Rs, there will be no end to the battle to protect the property values of the entire Desert
9 Lakes Community. In time, blight is the result of self-serving behavior of renters or property
10 owners who decide to do as they please within the subdivision.

12 36. ~~At the BOA meeting,~~ Azarmi admits he has built over 700 homes in the area in
13 the past 26 years and then states there are setback violations in the whole project. Azarmi has
14 been well-aware of the CC&Rs and as a major developer in the Desert Lakes Community there is
15 a high level of concern that he did indeed violate the CC&Rs on other homes in Desert Lakes
16 and sold those homes to unsuspecting buyers without full disclosure of his deliberate CC&R
17 violations.

19 37. The Special Development Residential zone cannot be arbitrarily changed to R-1
20 for Azarmi's intended purpose of changing the setbacks in the entire Desert Lakes Community to
21 15 feet (15') ~~as he tried to propose to Planners at the BOA hearing.~~ Azarmi's alternative plan for
22 reduced setbacks in the entire Desert Lakes Community was to propose that all of the properties
23 be bundled together for the purpose of an Amendment to a former Board of Supervisors
24 (hereinafter "BOS") Resolution (Res. 93-122). ~~Ms. Ballard raised the issue of the CC&Rs for~~
25 ~~other projects in Mohave County including South Mohave Valley, Los Lagos, and Desert Lakes~~
26 ~~Golf Course and Estates. This raised awareness for Mr. Roberts of the existence of the CC&Rs~~

1 as he was in attendance at the BOA meeting. The amendment was denied by the BOS on October
2 3, 2016 and yet some employees of Mohave County continue to issue permits under the cover of
3 Ord. 37.C.4. The denial of Res. 2016-125 is clear that Res. 93-122 continues to govern setbacks
4 in Desert Lakes. Denial of Res. 2016-125 on page 2 at paragraph 2 states:

6 “Whereas, as of December 2, 2015 revisions to the Mohave County Zoning Ordinance
7 took effect including Section 35.B Setbacks and Area Requirements. This section of
8 the zoning ordinance was revised per Mohave County Ordinance 2015-07. The revisions
9 reduced the front yard setback from 20 feet to fifteen feet and reduced the rear yard
10 setback from 25 feet to 15 feet on residentially zoned properties. However, the new
11 setbacks did not apply to properties located in the Desert Lakes Subdivision because the
12 setbacks within the subdivision were set by BOS Resolution No. 93-122. In order to
13 change the setbacks within the Desert Lakes Subdivision, an amendment would have to
14 be made to the resolution, and...”

15 The denial goes on to disclose that Azarmi’s proposal for Res. 2016-125 for the
16 amendment to Res. 93-122 was mailed to owners of 792 parcels in Desert Lakes and discloses
17 how Azarmi’s fellow Planning Commissioners unanimously recommended APPROVAL on
18 September 14, 2016. Plaintiff Knight was among the 792 property owners but she did not receive
19 notice of the Planning Commission hearing. Knight attended the BOS hearing on October 3,
20 2016 and achieved a three to two vote to deny. Azarmi’s close ally, Supervisor Moss, now Judge
21 Moss, argued for a vote to Approve.

22 **38. It was the responsibility of Azarmi, as seller, to disclose to Mr. Roberts that the**
23 **less restrictive setback variance did not take precedence over the more restrictive CC&Rs.**
24 **Further it was the responsibility of Mr. Roberts to do his due diligence to read a copy of the**
25 **CC&Rs to understand his risk in this matter. As already stated, the professional opinion of**
26 **Development Services Planner Holtry, was to not approve the setback reduction. Defendants are**
27 **responsible for remedying this matter.**

1 **39.** All of the apparent deception that had occurred to secure a BOA variance took
2 place before the Plaintiff had become aware of what was happening to circumvent the Desert
3 Lakes Golf Course and Estates CC&R protections. Had it not been for the plan to try to reduce
4 setbacks in the entire Desert Lakes Community, Azarmi and Ludwig would most likely have
5 gone about their business of violating the CC&Rs one home at a time. However, the County
6 decided to accommodate Azarmi's alternative idea for reduced setbacks and the information
7 stream that followed revealed an attack specifically on the Desert Lakes CC&Rs. This attack was
8 not subject to CC&Rs in Los Lagos or South Mohave Valley. It was specifically directed at
9 Desert Lakes where Plaintiff's research found the Azarmi and Ludwig families owned over
10 twenty (20) unimproved lots.
11

12 **40.** A postmark of June 16, 2016 shows that after the May 18, 2016 BOA meeting
13 where Azarmi had raised the issue of bundling the Desert Lakes properties for a The BOS
14 Resolution Amendment, the County began the was a very expensive process of petitioning every
15 property owner in Desert Lakes asking for a signed Waiver to release the County of any liability
16 for diminished property values as a result of requesting setback reductions for their parcel.
17 Waivers were received for approximately one hundred eighty (180) parcels, developed and
18 undeveloped, for reduced setbacks in the Desert Lakes Community.
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21 **41.** Those one hundred eighty (180) parcel numbers were published, signage was
22 posted at each lot, and scheduling began for public hearings before the County Planning
23 Commission. The final vote before the BOS was scheduled for October 3, 2016. Azarmi paid no
24 fees for his proposal according to Director Hont in response to the question posed by Supervisor
25 Johnson on October 3, 2016. According to the new Director Walsh, the cost to the taxpayers of
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1 Mohave County is estimated to be \$12,500 for all of the labor and materials as paid from the
2 General Fund.

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4 42. ~~The Plaintiff noticed that one such lot with the posted signage had already begun~~
5 ~~construction with a reduced setback even before the BOS vote was taken. There was no address~~
6 ~~posted yet on the home that was under construction but there was signage displaying “Future~~
7 ~~Home of Mr. and Mrs. Roberts”. Based on a best guess of the parcel number, Ballard was able to~~
8 ~~identify the lot as one that got the variance from the BOA for a setback reduction. The BOA~~
9 ~~minutes were emailed to the Plaintiff on September 20, 2016.~~

10
11 43. ~~Glen and Pearl Ludwig, as trustees for the Ludwig Family Trust, and Fairway~~
12 ~~Constructors, Inc. were fully aware of the Desert Lakes Golf Course and Estates CC&Rs for the~~
13 ~~lot where the CC&R violation occurred. The “lot description” is cited in both their 2014 Arizona~~
14 ~~Department of Real Estate Public Report on page 5 and confirmed in their Tax Assessor’s Report~~
15 ~~as being Lot 2, Block H Desert Lakes Golf Course and Estates, Phase 1, Tract 4076 A.~~

16
17 44. ~~Plaintiff, having witnessed the Defendants continuing to build the home at 5732~~
18 ~~Club House Dr. with the less than twenty foot (20’) setback for the garage, sent an email to~~
19 ~~Developer Representative Azarmi on September 27, 2016, sent a copy of the Azarmi email in a~~
20 ~~Certified Letter to Glen Ludwig on September 30, 2016, and on November 1, 2016 sent an email~~
21 ~~to Ludwig Engineering Executives; these communications informed everyone of the CC&R~~
22 ~~violation of the setbacks and requested that they remedy the setbacks before the home was~~
23 ~~completed to avoid a legal action to enforce the CC&Rs. The Certified Mail was sent to Glen~~
24 ~~Ludwig at the Corporate office branch located at 109 E. Third Street in San Bernardino,~~
25 ~~California. A signed Delivery Receipt was sent from the U.S. Post Office to Plaintiff as proof of~~

1 ~~delivery on October 3, 2016. All communications went unanswered including the request for the~~
2 ~~address of Jim Roberts so he could have full disclosure before finalizing purchase of the home.~~

3 ~~45. Despite the Plaintiff's communications with Azarmi, Fairway Constructors~~
4 ~~Executives, and a letter addressed to Glen Ludwig, construction of the home was completed~~
5 ~~without remedy and built with the less restrictive setbacks. Eventually ownership title was~~
6 ~~transferred to Mr. and Mrs. Roberts.~~

7
8 **46.** Plaintiff, in an effort to protect her own property value, and all property owner's
9 values in the Desert Lakes Golf Course and Estates subdivision from a change in setback
10 restrictions, suffered time and expenses of investigation of the proposed BOS Resolution
11 Amendment. Upon a clear understanding of the impact the BOS Resolution would have on
12 property values and views for adjacent lots, plus the lack of full-disclosure of the legal risk for
13 property owners who unknowingly took advantage of the setback reduction, the Plaintiff
14 composed a letter to the BOS and read it to the BOS in Kingman on October 3, 2016.

15
16
17 **47.** The Plaintiff had spent hours of research time at the Mohave County Assessor's
18 website to identify the owners of the 180 lots that had returned the signed Waiver. Based on
19 Supervisor Moss's arguments in favor of passing the Resolution Amendment, it became clear
20 that politics was playing a role for Azarmi's benefit and a Senator in the audience, Senator
21 Donahue, approached the Plaintiff after the meeting thanking her for her research and exposure
22 of the issues with the proposed BOS Resolution Amendment. Thankfully three Honorable
23 Supervisors voted to DENY the BOS Resolution.

24
25 **48.** Although denied, the County refused to send letters to the affected lot owners.
26 This matter of our CC&Rs needs to be resolved in a Court of Law. Misinformation is spreading
27 by word-of-mouth throughout the Desert Lakes Community including a report by phone from a
28

1 potential witness in this case that Azarmi's wife, Azar Jamnejad, claims they won the setback
2 reduction.

3 **49.** ~~The Plaintiff, in her efforts to seek CC&R enforcement, met with attorney Keith~~
4 ~~Knochel on October 17, 2016. Knochel reviewed the CC&Rs, stated there was time to raise~~
5 ~~legal defense funds due to the Contract Law statute of limitations of six years, and that his~~
6 ~~retainer fee to take the case would be \$10,000.~~ The Plaintiff subsequently found a relatively
7 inexpensive method to do a mass mailing of a letter to residents of the Desert Lakes Community.
8 The letter was printed and mailed by "Every Door Direct Mail" to 617 addresses in Desert Lakes
9 on or about April 1, 2017. There has never been a Homeowner Association for enforcement.
10 Residents were pleased to learn they had recourse for what was feared of becoming a blighted
11 community.

12 **50.** A highly credible positive response to the mass mailer was received from a Real
13 Estate professional dated April 6, 2017. It read in part: "We have lived in Desert Lakes for about
14 14 years. We do not want an HOA but would like to see the CC&Rs enforced. Thank you for
15 your efforts." This professional real estate opinion provided the Plaintiff with confidence that
16 there was a need and that her efforts in filing the Complaint at her own expense would hopefully
17 achieve a Court ruling on CC&R enforcement that is intended to benefit the entire Desert Lakes
18 Community for years to come.

19 **51.** In Discovery and Disclosure, plaintiff will be seeking permit drawings for all
20 homes that were built by Defendants in order to identify the extent to which the Defendants have
21 violated or caused to violate the CC&Rs.

22 **52.** The CC&Rs were established in 1989 for Phase I, Tract 4076-A and was applied
23 with substantially identical language to all subsequent alphanumeric tracts that were added in
24

1 1989 for said Tract 4076-B and in later years. Title companies cite the CC&Rs, the Arizona
2 Department of Real Estate informs subsequent subdividers/developers of the existence of the
3 CC&Rs, and Mohave County Development Services sends copies of the CC&Rs to property
4 owners on request. The CC&Rs run with the land and have never been revoked or amended. The
5 CC&R contract cites in Paragraph 18 Book 1641 Page 899:

7 18. These covenants, restrictions, reservations and conditions run with the
8 land and shall be binding upon all parties and all persons claiming under
9 them for a period of twenty-five (25) years from the date hereof.
10 Thereafter, they shall be deemed to have been renewed for successive
11 terms of ten (10) years, unless revoked or amended by an instrument
12 in writing, executed and acknowledged by the then owners of not less
13 than seventy-five percent (75%) of the lots on all of the property then
14 subject to these conditions....

14 **53.** The Desert Lakes Golf Course and Estates Declarant did not authorize the
15 creation of a Homeowner Association. Enforcement of the CC&Rs was left to the discretion of
16 the individual property owners. (CC&Rs paragraph 20)

18 "If there shall be a violation or threatened or attempted violation of any
19 of the foregoing covenants, conditions or restrictions it shall be lawful
20 for Declarant, its successors or assigns, the corporation whose members
21 are the lot owners or any person or persons owning real property located
22 within the subdivision to prosecute proceedings at law or in equity against
23 all persons violating or attempting to or threatening to violate any such
24 covenants, restrictions or conditions and prevent such violating party from
25 so doing or to recover damages or other dues for such violations. In addition
26 to any other relief obtained from a court of competent jurisdiction, the
27 prevailing party may recover a reasonable attorney fee as by the court.

26 **54.** For the most part a courtesy letter, as was sent by Plaintiff to Defendants Azarmi
27 and Glen Ludwig, should be sufficient to remedy violations. However, when ignored, the person
28 has no recourse except to remedy the violation in a Court of Law. Failure on the part of persons

1 who prefer conflict avoidance with a neighbor does not preclude the existence of the ability of
2 another party to seek CC&R enforcement in a Court of Law. Below is the non-waiver clause.
3 Plaintiff Knight is not required to sue every property owner in Desert Lakes who has a violation.
4 Plaintiff is not prosecuting the Indispensable Parties in this case.

5
6 Paragraph 20 of the CC&Rs sets forth:

7 "No failure of the Trustee or any other person or party to enforce any of the
8 restrictions, covenants or conditions contained herein shall, in any event, be
9 construed or held to be a waiver thereof or consent to any further or succeeding
10 breach or violation thereof."

11 **COUNT ONE**
VIOLATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

12 ~~55. — Violations of the CC&Rs occurs when a party, such as Defendants, decide to~~
13 ~~circumvent or ignore the provisions cited in the CC&Rs.~~

14 ~~56. — Defendants intentionally violated the CC&Rs as they were fully aware of the~~
15 ~~existence of the CC&Rs and circumvented the setback restrictions through a BOA variance.~~

16 ~~57. — Over one hundred property owners signed up with the County for setback~~
17 ~~reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA~~
18 ~~meeting. The County refused to send letters to the parcel owners who signed up for the setback~~
19 ~~reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks~~
20 ~~were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and~~
21 ~~remedies that will rectify, visually or financially, any false impressions that have been spread by~~
22 ~~word of mouth in the community.~~

23 ~~58. — It is the responsibility of the builder to comply with the CC&Rs and, in the~~
24 ~~absence of an HOA, enforcement proceedings in a Court of Law is left to the discretion of any~~
25 ~~property owner.~~

1 **59.** — Since the CC&Rs are more restrictive than the approved BOA variance, Azarmi,
2 Ludwig, and Fairway Constructors, Inc, accepted the risk of violating the CC&Rs as did Mr.
3 Roberts who attended the BOA meeting and was informed at that meeting of the existence of
4 CC&Rs in the Desert Lakes Community.
5

6 **60.** — As a result of Defendants CC&R setback violations, Plaintiff is entitled to
7 injunctive relief, compensation for her expenses in this matter, and for any costs as a result of
8 retaliation from Defendants or their political allies in bringing forth this Complaint. Azarmi's
9 egregious acts caused substantial emotional and physical distress to the Plaintiff who found
10 herself having to spend hours of sleepless nights conducting research, writing letters and emails,
11 and making a presentation before the Mohave County Board of Supervisors in Kingman, Arizona
12 in her efforts to protect all Desert Lakes property owners from individuals who had self-serving
13 interests and intended to take away the CC&R protections that assure everyone in the community
14 with equal property rights and protection of property values.
15
16

17 **61.** — Plaintiff also requests a financial remedy from Fairway Constructors to all
18 property owners who are impacted by Fairway Constructors and Mehdi Azarmi's violating
19 CC&R setbacks. Profits for larger building footprints were an ill-gotten gain at the expense of
20 rear yard views of fairways and front yard views of oncoming traffic for the innocent and
21 uninformed property owners in the Desert Lakes Community. Plaintiff requests Fairway
22 Constructors mail a letter to all property owners in the Desert Lakes Community to inform them
23 of the Court Order that may have affected their property and to also take an ad in the Mohave
24 Daily News announcing the financial remedy that affected property owners can apply for at the
25 address of Fairway Constructors, Inc. located at 5890 S. Highway 95, Fort Mohave, AZ.
26
27
28

1 **68.** Defendants Rovno are owner/builders of a second dwelling unit (casita) on their
2 APN 226-13-002A comprised of Lots 10 and 11 in Block F of Tract 4076-B. The land is one-
3 third acre in size and not adjacent to the golf course.

4
5 **69.** It is the responsibility of the lot owner to comply with the CC&Rs.

6 **70.** In the absence of an HOA, enforcement proceedings in a Court of Law is left to
7 the discretion of any property owner within a said tract. Plaintiff Knight is such a property owner
8 in said Tract 4076-B.

9
10 **71.** Pursuant to Section 3, “no lot shall be conveyed or subdivided smaller than that
11 shown or delineated upon the original plat map, but nothing herein contained shall be so
12 construed as to prevent the use of one lot and all or a fraction of an adjoining lot as one building
13 site, after which time such whole lot and adjacent part of the other lot shall be considered as one
14 lot for the purposes of these restrictions.” Rovno’s lots 10 and 11 in Block F are to be considered
15 one lot for the purposes of these restrictions.

16
17 **72.** Pursuant to Section 4, “All buildings on lots not adjacent to the golf course being
18 lots shall have a minimum of one thousand four hundred (1,400) square feet of living space,
19 exclusive of garages, porches, patios, and basements....” Rovno’s lots 10 and 11 in Block F are
20 not adjacent to the golf course as described below and the Casita has only 918 Sq. Ft of livable
21 space.

22
23 **73.** Pursuant to Section 6, “All buildings and projections thereof on lots not adjacent
24 to the golf course being Lots... Block F, Lots 1,2,3,4,...10, 11,... 21, and 22...shall be
25 constructed not less than twenty feet (20’) back from the front and rear property lines and five
26 feet (5’) from side property lines...”

1
2 **78.** Over one hundred property owners signed up with the County for setback
3 reductions through a proposed BOS Resolution Amendment as raised by Azarmi at the BOA
4 meeting. The County refused to send letters to the parcel owners who signed up for the setback
5 reduction to inform them that the BOS Resolution was Denied. Misinformation that setbacks
6 were reduced needs to be refuted in a Court of Law with CC&R enforcement proceedings and
7 remedies that will rectify, visually or financially, any false impressions that have been spread by
8 word-of-mouth in the community.

9
10
11 **79.** A fraudulent zoning change was applied for and approved for Tract 4163 that has
12 resulted in Plaintiff Knight's damages. The proponent was Defendant Kukreja acting in the
13 capacity of an owner of 1043 Arizona Properties, LLC in 1998 and in collusion with Mohave
14 County by claiming the land was zoned Agricultural Residential. In truth, the land had been
15 zoned Special Development Residential for eleven years prior to 1998 pursuant to Res. 89-116.
16 Parcel VV was a part of Phase II delineated on the 1988 Preliminary Plat that created the 300+
17 acre Desert Lakes Golf Course & Estates Subdivision Tract 4076.

18
19 **80.** The fraudulent zoning change resulted in approval of a Final Plat for Tract 4163
20 as created by Ludwig Engineering Associates, Inc. for 32 small lot sizes carved out of
21 approximately five acres of land with ten foot rear yard setbacks in violation of Res. 93-122.

22
23 **81.** All parties responsible for Plaintiff Knight's damages due to the fraud include
24 Mohave County, Kukreja, and Azarmi as the voice and Vice President of Ludwig Engineering
25 Associates, Inc. operating from their office on Highway 95, in Fort Mohave, AZ.

26
27 **COUNT FIVE**

28 **VIOLATION OF ARIZONA PROPERTY RIGHTS PROTECTION ACT**

1 **82.** Arizona Private Property Rights Protection Act provisions and language applies to
2 this case for setback damages, for fence damages and for Ordinance 37.C.4. damages.

3 **83.** Setback violation damage applies to Statute §12-1134 for a reduced ability to sell,
4 if at all, or for a reduction in value of market price due to the high cost of remediation where a
5 portion of her home must be cut away to conform to Res. 93-122 setbacks.
6

7 **84.** Knight also has an existing reduction in value for costs applied to the home's
8 basis in Knight's efforts to protect her property with a survey and attorney fees and costs in two
9 civil cases (CV 2016 04026 and CV 2018 04003).
10

11 **85.** Compensation for Knight's Fence damages is in two parts: Failure to disclose
12 "assured for" design (Phase I) with failure to hold the adjacent neighbor responsible for remedy.
13 Statute §12-550 has a four (4) year statute of limitation from March 2018 for fraudulent
14 concealment of the "assured for" design; Partial regulatory taking (Phase II) where private
15 property was taken from Knight and given to her adjacent neighbor for his personal use that is a
16 violation of the Arizona Constitution Article 2 Section 17. Statute §12-1134 is applicable for loss
17 of possession due to the County issuing a permit and refusing to revoke the permit with several
18 land use regulations applicable after Knight purchased her home.
19

20 **86.** Statute §12-1134 is applicable for Injunctive Relief for Ordinance 37.C.4. with a
21 reduction in the value and nature of Knight's subdivision as the County continues to issue
22 permits in violation of Res. 93-122 and in an apparent collusion attempt to support Azarmi's goal
23 for a ruling of abandonment of the Desert Lakes CC&Rs.
24

25 **87.** An appropriate sum certain value is based on the number of APNs that were
26 issued permits as known to date from Plot Plans acquired by the Plaintiff through Requests for
27 Public Information. The sum certain value is conservatively requested to be \$540 per home
28

1 permit issued in Tracts 4076-B and 4076-D for Jamnejad, Grice, Sanaye, Rovno, Messer,
2 Alestra, Ndeche, Glen Ludwig, Colorado River Signature Homes, Accurate Home, Abbe, plus
3 \$140 for Accurate Construction of a detached garage, and \$140 for Gauthier's Arizona Sun
4 Room. The total sum certain value is \$6,220 to be revised at time of trial for additional permits
5 issued after November 2022.
6

7 **88.** Statute §12-1134 is applicable for loss of possession of real property due to
8 Mohave County issuing a permit to trespass and refusing to revoke the permit with several land
9 use regulations placed in effect after Knight purchased her home. The sum certain value of loss
10 from the trespass permit is the cost of a survey to prove Knight's ownership that is \$1,400.
11

12 **89.** Statute §12-1134 is applicable for Injunctive Relief for Ordinance 37.C.4. with a
13 reduction in the value and nature of Knight's subdivision as the County continues to issue
14 permits in violation of Res. 93-122 and in an apparent collusion attempt to support Azarmi's goal
15 of a ruling of abandonment of the Desert Lakes CC&Rs. The sum certain value of \$60,000 for a
16 reduction in the value and nature of Knight's home if abandonment is granted to the Defendants.
17 This sum certain value is conservatively requested to be 10% of the home's market value of
18 \$600,000 that has a comp from the sale of the Grice home by Unipan for \$500,000 on a small
19 single lot with a small swimming pool and no RV hookup.
20
21

22 **90.** Knight needs to Amend the Complaint for a sum certain value of \$1,400 for her
23 survey to prove a taking of her property for the private use of her adjacent neighbor.

24 **91.** Our Arizona Constitution and the U.S. Constitution protects private property from
25 takings given to another private person that does not need to be an eminent domain taking. The
26 permit to trespass by an adjacent neighbor for his private use was an abuse of our Constitution by
27
28

1 Mohave County. The excuse that they cannot deny a permit is fraud, in the opinion of the
2 Plaintiff.

3 **WHEREFORE**, Plaintiff demands Judgment against the Defendants as follows:

4 **92.** Finding that Defendant Rovno violated the Tract 4076-B Declaration of
5 Covenants, Conditions and Restrictions for Desert Lakes Golf Course & Estates with remedy to
6 be determined by the Court or Jury at Trial.

7 **93.** For just compensation from Mohave County as set forth above to be determined
8 at time of Trial pursuant to the Jury's decisions for violations of Res. 93-122 in conjunction with
9 violating Statute 12-1134 for Ord. 37.C.4. that was approved in 2016 after Plaintiff purchased
10 her home in 2010.

11 **94.** For an injunction immediately and permanently removing all Fairway
12 Constructors signage on unimproved lots that is in violation of Desert Lakes Golf Course and
13 Estates Tract 4076-B CC&Rs.

14 **95.** For lost value and nature of Plaintiff's real property in the event abandonment is
15 granted by the jury to be paid by all parties who caused or participated in the abandonment claim
16 including but not limited to Mohave County, Rovno, Ludwig, Sanaye, Azarmi, and Jamnejad up
17 to \$60,000 in lost protective value.

18 **96.** Plaintiff's projected setback remedy costs in an amount of \$150,000 for cutting
19 away areas of her home to become compliant with Res. 93-122 to be compensated by Kukreja,
20 Azarmi as Vice President of Ludwig Engineering Associates, and Mohave County for the
21 fraudulent zoning change that precipitated approval of ten foot setbacks and the Final Plat
22 approval for Tract 4163.

23 **97.** For recovery of Plaintiff's attorney fees and costs incurred to date from this action
24 being contested by three original defendants plus future costs from additional and existing
25 defendants for attorney fees and costs, appeal fees and costs, and double damages from defense
26 attorneys, in the event this amended action is contested, pursuant to law and A.R.S. § 12-349.
27 that includes double damages from defense attorneys.
28

