

FILED
TIME 11:27 P M

DEC 22 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: [Signature] DEPUTY

1 Nancy Knight
2 1803 E. Lipan Cir.
3 Fort Mohave, AZ 86426
4 Telephone: (951) 837-1617
5 nancyknight@frontier.com

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
11 Plaintiff,

12 vs.

13 GLEN LUDWIG and PEARL LUDWIG,
14 Trustees of THE LUDWIG FAMILY
15 TRUST; FAIRWAY CONSTRUCTORS,
16 INC.; MEHDI AZARMI; JAMES B.
17 ROBERTS and DONNA M. ROBERTS,
18 husband and wife; JOHN DOES 1-10;
19 JANE DOES 1-10; ABC
20 CORPORATIONS 1-10; and XYZ
21 PARTNERSHIPS 1-10.
22
23 Defendants.

Case No.: CV 2018 04003

**MOTION FOR RECONSIDERATION
OF ATTORNEY FEES**

**Hon. Judge Nielson
Visiting Judge**

21 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, requesting this Court
22
23 reconsider his ruling for Plaintiff to pay Defendant's attorney fees.

MEMORANDUM OF POINTS AND AUTHORITES

Statement of Facts.

26 But for denial of the multiple attempts at dismissal by claiming plaintiff had no
27
28 Declaration of CC&Rs, the Defendants resorted to stop Injunctive Relief for their "build



1 to suit” advertising signs with a claim of protection by Statute §33-441 as “for sale”
2 signs. Plaintiff successfully proved to this court that the signs were neither “for sale” nor
3 “for lease” signs as determined by the Arizona Department of Real Estate (“ADRE”) who
4 the Defendants defamed in contempt for the determination. “Build to Suit” are signs
5 primarily used to attract parties seeking “for lease” buildings and the ADRE wanted to be
6 sure to fully respond to Plaintiff’s request for the investigation.
7
8

9 But for prosecution of this case as a matter of equity, there existed no financial
10 settlement that could have been reached for the claim of Injunctive Relief that extended
11 this case from June 2018 when Count One was dismissed to this court’s ruling for
12 dismissal on December 21, 2023.
13

14 But for the Defendant’s motive of profit at the expense of others, this case would
15 not have been filed.
16

17 But for Defendant Azarmi’s attempted and threatened attack on the Desert Lakes
18 Subdivision Tract 4076 approved twenty foot setbacks, Plaintiff would not have had to
19 sue for Injunctive Relief to stop any future attempts at violating Res. 93-122 that in turn
20 violates the Declaration of CC&Rs. Azarmi’s attempt was denied as a part of the record
21 in Exhibit 3 attached to Plaintiff’s action for the “Court to Take Judicial Notice”
22 submitted by mail on December 18, 2023.
23
24

25 But for Injunctive Relief to be stopped by the claim of abandonment Plaintiff
26 would not have had to raise the issues of Affidavit Fraud.
27

28 But for the former court denying Plaintiff’s Motion to dismiss the Defendants
Motion for Summary Judgment (“MSJ”) for the Defendant’s failing to follow Rule 19 to

1 join necessary and interested parties, this case would have ended in 2020.

2 But for the Defendants being unable to prove abandonment of the Declaration and
3 dismissal of the case with their MSJ in 2020, the Defendant's resorted to having the
4 former court and this Court violate case law where it has been established in over 35
5 cases citing *Sheets v Dillon* that the party who seeks abrogation of a contract or
6 restriction must join the Rule 19 Parties.
7

8
9 But for this Court claiming Plaintiff must sue the Rule 19 parties with his Order to
10 include a "Notice of Law Suit ..." in the Service Packet, Plaintiff could not have mailed
11 any claim of a law suit upon Rule 19 Parties when she had no grounds to do so.
12

13 But for the former court denying Plaintiff's attorney Coughlin's Motion for Leave
14 to Amend the Complaint for Breach of Contract defendants, Plaintiff would not have had
15 to file a separate case to enforce those setback violations.
16

17 But for denial of the Leave to Amend and the subsequent case filed in this court
18 that had a change of venue to Yavapai County Superior Court, Plaintiff would not have
19 been placed in a state jeopardy for contravention by the "Notice of Law Suit..." for suing
20 the same parties in two concurrent cases.
21

22 But for stopping Injunctive Relief, the Defendants enjoyed unfettered ill-gotten
23 profits at the expense of those who entered into a contract with Azarmi's Fairway
24 Constructors for new home construction. A larger building footprint equates
25 conservatively to \$45,000 in ill-gotten profit for every home built in violation of the
26 County approved Res. 93-122 that was supposed to be failsafe for the Declaration of
27 Covenants, Conditions and Restrictions ("CC&Rs"). The conservative estimate was
28

1 derived by calculating a ten foot setback increase by a 45 feet wide home by a fee of
2 \$100 per sq. ft. per home. Real profits could be double the \$45,000 conservative estimate.
3

4 But for Defendant Azarmi's "Planning Commissioner" influence upon
5 Development Services personnel for approved permits in violation of Res. 93-122,
6 Mohave County would not be a Defendant in the case that was granted a change of venue
7 to Yavapai County.
8

9 But for the Defendant's claim that Plaintiff be subjected to a Gag Order, Plaintiff's
10 attorney Coughlin would not have had to respond with the defense that she was acting in
11 the capacity of President of the Desert Lakes Subdivision Tract 4076 Unincorporated
12 Association for the mailing of the Ballot for Amendments to the Declaration. Based on
13 the Defendant's claim that 116 homes had setback violations, President Knight included
14 with the Ballot materials, that parties affected by setback violations caused by a
15 developer may need information on a class action law suit.
16
17

18 But for Defendant Azarmi's Fairway Constructors not being the only Developer
19 building homes in Plaintiff's subdivision, President Knight did nothing wrong in
20 providing information to the property owners regarding a class action for an unknown
21 developer. Given that not even one property owner responded to the issue of a class
22 action and multiple property owners responded with a signed Ballot including
23 contributions to President Knight's costs in creating the UA and mailing the Ballot, it is
24 highly likely that the Defendant's claim of 116 homes in violation of setbacks was a
25 mistake, for lack of a better term.
26
27
28

But for this Court being in violation of due process and violation of free speech for

1 the Gag Order imposed on the Plaintiff, when she was acting in the capacity of President
2 of the UA, Plaintiff would not have cause to claim violations of the Constitution.

3
4 But for this Court being in violation of case law for the Plaintiff who files a
5 Complaint to join Rule 19 parties, Plaintiff would not have a claim of “abuse of
6 discretion” against this court.

7
8 But for the claim of “abuse of discretion”, this court would not be charged with
9 setting a precedent that will chill any future attempts at enforcing a Declaration of
10 CC&Rs. This is a serious issue of public policy in the entire state of Arizona.

11
12 There exists so many “But For” this and that in this case, that it will be very
13 complicated for this Court to award attorney fees that cannot be attributed directly to the
14 Defendants and therefore unjustly awarded by the Court against the Plaintiff.

15
16 But for this Court denying Plaintiff’s request for her attorney fees and costs
17 expended in this case, this court is abusing his power to award attorney fees unilaterally
18 to the Defendants.

19
20 But for unfairness, this court is subject to a claim of bias supported by the
21 impropriety of Judge Moss in assigning this case to any judge.

22
23 But for Judge Moss, as former Supervisor in Mohave County with close ties to
24 Defendant Azarmi and Azarmi’s campaign contributions in support of elections of
25 Supervisor Moss, and his being subject to becoming a party in the Yavapai County case,
26 Moss has cause for recusing himself from this case.


27
28 But for the implication of undue influence by Judge Moss in assigning this case to
a judge who has denied every motion by the Plaintiff, has issued orders that violates the

1 Arizona and U.S. Constitution, has caused an issue of entrapment for the Plaintiff to sue
2 parties whereby this court cannot or will not address what grounds he expects the
3 Plaintiff to be able to sue the parties for as motioned on December 11, 2023 for this court
4 to end the controversy.
5

6 In the interest of fairness, Plaintiff respectfully requests reversal of the award of
7 \$6,230.25 in attorney fees and costs for three motions filed by the Plaintiff in March 2023
8 and June 2023. As stated in the Plaintiff's "Court to Take Judicial Notice", Where is the
9 signed Contract with the hourly rate that the defendants are being charged and are
10 supposed to pay attorney Oehler? Where is the evidence that the clients were billed and
11 are paying the costs associated with the March and June Motions. Where is the logic that
12 the defendants agreed to pay their attorney for over five years of litigation in a case of
13 equity where the Plaintiff as a pro per litigant was not allowed any financial
14 compensation from the Injunctive Relief sought. Where is the Affidavit of Fees
15 and Costs for the \$6,230.25? Why did the Court grant "greater than" prime plus one
16 percent interest until paid?
17
18
19
20

21 In the interest of fairness, Plaintiff respectfully requests reconsideration of this
22 Court's ruling that Plaintiff pay Defendant's attorney fees and costs in this case.

23 **RESPECTFULLY SUBMITTED** this 21st day of December, 2023.

24
25 
26 NANCY KNIGHT
27 Plaintiff Pro Per
28

1 **COPY** of the foregoing was e-mailed on this day to:
2 **djlaw10@gmail.com Daniel Oehler, Attorney for the Defendants**
3
4 **kalerma@courts.az.gov Judicial Assistant to Hon. Judge Nielson**

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28