

1 **LAW OFFICES**
2 **DANIEL J. OEHLER**
3 **2001 Highway 95, Suite 15**
4 **Bullhead City, Arizona 86442**
5 **(928) 758-3988**
6 **(928) 763-3227 (fax)**
7 djolaw@frontiernet.net
8 Daniel J. Oehler, Arizona State Bar No.: 002739
9 Attorney for Defendants

10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
11 **IN AND FOR THE COUNTY OF MOHAVE**

12 NANCY KNIGHT,

13 Plaintiff,

14 vs.

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

22 Defendants.

NO.: CV-2018-04003

**RESPONSE TO PLAINTIFF'S
OBJECTIONS FOR THE
NOTICE TO INDISPENSABLE
PARTIES AND PROPOSED
ORDER**

23 COME NOW, the Defendants, by and through their attorney, the undersigned, and file
24 Defendants' Response to Plaintiff's Objections for the Notice to Indispensable Parties and
25 Proposed Order filed on or about September 29, 2022, and in accord with this Court's Status
26 Conference Order entered October 26, 2022, p. 2.

27 It is Defendants' counsel's understanding the Court, pursuant to this Court's October
28 22, 2022 Order, was/is desirous of the undersigned responding to Plaintiff's September 29,
2022 Objections which were the only Objections then filed or to be filed.

Plaintiff Pro Per has filed additional pleadings and proposed drafts of the notice to
"necessary and indispensable parties" and proposed orders, with Plaintiff's first filing
occurring on September 29, 2022, and two additional filings on October 28, 2022, as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- A) 09/29/2022 Plaintiff's Objections for the Notice to Indispensable Parties and Proposed Order;
- B) 10/28/2022 Plaintiff's Objection to the Filing of Notice and Proposed Orders Dated September 28, 2022; and
- C) 10/28/2022 Plaintiff's Proposed Orders for Service on Indispensable Parties.

With regard to Plaintiff's expanded filings which are believed to be the subject matter of this Court's October 26, 2022, ruling, the Defendants submit the following:

A) 09/29/2022 Plaintiff's Objections for the Notice to Indispensable Parties and Proposed Order

Defendants' counsel filed proposed orders that had been the subject matter of this Court's previous orders to Plaintiff's former attorney and Defendants' attorney. Both attorney's most recent versions were collectively filed by Defendants' counsel with this Court on September 28, 2022. Defendants' attorney's proposed orders were for all intents and purposes substantially similar to those of Plaintiff's attorney, although internally reorganized for the sake of readability. It should be noted that Plaintiff's then attorney had completed his (Attorney J. Jeffrey Coughlin's) revisions in yellow to earlier revision proposals submitted by Defendants' Attorney Oehler. Those revisions in yellow were then the subject matter of either strikeouts and/or insertion of new language in Coughlin's proposed order by Defendants' counsel printed in blue.

In response to the proposed draft order, that was revised and that was originally prepared as Plaintiff's Attorney Jeff Coughlin's second proposed order, the Law Offices of Daniel J. Oehler, utilizing Attorney Coughlin's proposals, made suggested changes deleting some language via visible strikeouts and inserting substitute language in blue print. It is the current belief of Defendants that Plaintiff's September 29 objections and the two October 28 objections are in reference to the combined and last Plaintiff's attorney's proposal prior to his removal from representation and Defendants' revisions to Plaintiff's attorney's work product.

1 Plaintiff now appears to be objecting to both attorneys' work products on page 1 of
2 the Plaintiff's September 29 filing. Plaintiff now proposes that she be given 210 days to
3 complete service of process if she has served 100 of the approximate 500 to 550 parties
4 withing the first 150 days. Plaintiff's request is unreasonable.

5 Next, Plaintiff is objecting to the limitation of amending the caption by the Court
6 which is key to "substantial service" on all the land owners and suggests that the term
7 "substantial" be defined by 85%. Again, this is an unreasonable request and is an issue that
8 should be left to the Court and the Court alone to determine at the 150 day mark whether the
9 Plaintiff has substantially completed and complied with the Court's order requiring the
10 Plaintiff to serve the lot owners. It is only for the Court to decide whether Plaintiff has or
11 has not within the suggested 150 day time limit completed "substantial" service.

12 Plaintiff's next proposal deals with the preparation of the Excel spreadsheet
13 referencing and categorizing each of the indispensable and necessary parties. Here, Plaintiff
14 on p. 2, lines 10-21, is suggesting that this Court allow the Plaintiff to use Mohave County
15 Assessor records rather than the Recorder's actual records. The Assessor's legal descriptions
16 may or may not be correct. You do not legally describe a parcel of land or a lot via an APN
17 number. The current deeding documents are the documents and information that are used
18 by every title company in every deed and never were the Assessor's records meant nor
19 intended to be the accurate, full legal description nor assessed lot ownership reference.
20 Plaintiff goes on to suggest that "the Plaintiff's best guess of the names of the current owners
21 be ruled as adequate service and proposes that Plaintiff's best guess can be "based on either
22 the information from the Mohave County Assessor's website or the Mohave County
23 Recorder's online search for most recent sale of the said APN" that may or may not provide
24 an accurate owner name, street number, post office box number or other mailing address of
25 the current owner. This criteria is certain to be subject to multiple errors and it is not, once
26 again, the Mohave County Assessor's obligation to insure the accuracy of the current owner
27 information. Property ownership is found solely within the records of the Mohave County
28 Recorder's Office and the information there on file and Plaintiff's accurately securing that

1 information. Plaintiff's request in this respect should be denied.

2 Plaintiff next wishes to remove the overlay aspect of the Tract 4076-B Codes
3 Covenant and Restrictions in Tract 4076-D that was in fact a subpart of Tract 4076-B prior
4 to the creation of Tract 4076-D. Tract 4076-B covenants overlay Tract 4076-D which also
5 has separate covenants recorded over those set forth in Tract 4076-B, although both are
6 substantially similar. Plaintiff's request to strike language at p. 3, lines 2.5-3.5 is incorrect.
7 The subject language set forth in Defendants' proposal and in substantial accord with
8 Plaintiff's former attorney's proposal, is correct as set forth on page 6, lines 1-4.

9 Plaintiff's next proposal is to add language to Defendants' and Plaintiff's prior
10 attorney's paragraph 2, p. 6, lines 5.5-8, that was changed slightly by Defendants' attorney
11 but substantially agreed upon by both attorneys. Plaintiff is providing a legal opinion that
12 the covenants set forth and recorded for Tract 4076-B included application to Parcel VV.
13 This is a factual dispute and should not be included in this Court's initial order. Plaintiff also
14 attempts to incorporate and reference a 1988 Preliminary Plat, a document of no legal
15 efficacy, yet Plaintiff attempts to utilize the term "Tract 4076" which is not a tract that has
16 any legal existence. A preliminary plat is a working tool used by the project developer and
17 the County Planning Department. Plaintiff's suggestion should be denied.

18 At that point, i.e., p. 3, commencing on line 11.5 Plaintiff is significantly changing the
19 work product of her own attorney prior to his dismissal or resignation, as well as Defendants'
20 attorney, and suggesting service be required based on Assessor records as opposed to
21 Recorder records, by adding significant and substantial verbiage which is unnecessary,
22 uncalled for, inappropriate and unwarranted. Plaintiff seeks to change standard service of
23 process rules by serving one copy of the Complaint to joint owners despite the fact that the
24 joint owners may live in multiple separate locations and are not necessarily husbands and
25 wives. Each party must be served in accordance with the laws of the State of Arizona and
26 Rule 4 ARCP. Effectively, it would appear that Plaintiff is trying to save copy expense in
27 completing service of process and to do so seeks to eliminate the statutory requirements that
28 each "necessary and indispensable party" be served. Plaintiff suggests that some documents

1 be shared with joint owners, and some documents not be shared with joint owners, but that
2 one Complaint be sufficient for all joint owners regardless of the fact that joint owners may
3 reside thousands of miles apart. Plaintiff is also suggesting that “Trial land and water
4 company APNs excluded.” Defendants are not aware of what “Trial” land is or if Plaintiff
5 is referring to, perhaps lands owned by other sovereign nations, the Plaintiff was perhaps
6 referring to “Tribal” lands? All lot owners must be served.

7 Plaintiff on p. 4, lines 5-8, of the proposed summons packet makes specific statements
8 that may or may not be accurate depending upon the position and circumstances of individual
9 lot owners. These types of statements should not be utilized and included by the Court.
10 Again, these issues, literally the entirety of lines 1-8 on p. 4 of Plaintiff’s proposal, should
11 be denied and should not be part of the conditions, provisions and proposed notice and
12 orders. They are improper. The language set forth in Defendants’ proposed order regarding
13 service of process and ARCP Rule 4 should be utilized by the Court.

14 There is no basis for the relief sought on p. 4, lines 16-24 of Plaintiff’s proposal where
15 in Plaintiff seeks and suggests that it is appropriate and proper for the Court to take action
16 on a motion hypothetically filed by the Plaintiff for payment of process service fees on a
17 defendant prior to the defendant having been appropriately or properly served and suggesting
18 that the Court has the authority to issue some sort of general order awarding Plaintiff process
19 server fees and costs prior to the Plaintiff successfully serving a defendant and further that
20 the Court enter a “notice of contempt” if the defendant fails to pay Plaintiff certain fees or
21 costs on an ex parte basis should the Plaintiff merely request the Court to do so for whatever
22 amount Plaintiff might decide to be an alleged unnecessary delay of process service. See,
23 p. 4, lines 21-24, of Plaintiff’s proposal. This is improper and illegal.

24 On page 5, lines 4-8, once again, Plaintiff requests from the Court that the subject
25 notice “includes the details of payment of service as described above” (apparently referring
26 to Plaintiff’s request for ex parte orders from the Court to be imposed against parties who
27 have not been served or accepted service as set forth by Plaintiff at p. 4, lines 10-24).

28 Plaintiff proposes that property owners who fail to sign an acceptance or waiver of

1 service, that Plaintiff be permitted to transmit a second mailing of a summons packet to those
2 individual lot owners and this would satisfy service requirements whether received by the lot
3 owners or not. Plaintiff seeks in advance an order from the Court that the subject defendants
4 by some sort of automatic general Court order be assessed with 2% simple interest per month
5 (24% annual interest) for what Plaintiff alleges to be Plaintiff's costs incurred. See, p. 4,
6 lines 24.5-26. Plaintiff requests an order from the Court that "any subsequent costs beyond
7 the first mailing" be automatically assessed against those defendants again by general ex
8 parte Court order. See, p.4, lines 24.5-27. Plaintiff requests that the Court include in its
9 notice "that if payment is not made to Plaintiff that the defendants relinquish their rights to
10 be joined." Such demands might be within the blissful thoughts of the Plaintiff, but are well
11 beyond the jurisdiction of the Court.

12 Plaintiff's obligations to complete service of process by publication may be required
13 in some instances. The Plaintiff proposes, again on an ex parte basis, that if the Plaintiff fails
14 to obtain service of process as required and directed by the Court, that any defendants served
15 by publication would automatically be subject to the entry of a judgment against each such
16 defendant and for the benefit of the Plaintiff for any costs Plaintiff claims she has incurred
17 in completing service by publication. This request must and should be denied.

18 The Defendants must touch upon the two conclusionary requests for orders set forth
19 on pages 7 and 8 of Plaintiff's objection. It would appear on lines 22-26 and the proposed
20 order therein set forth, that the Plaintiff for some unknown reason wants only part of the
21 pleadings be made available electronically to the "necessary and indispensable" parties and
22 for that matter the public through the High Profile Cases link with the Mohave County
23 Superior Court. It is noteworthy that Plaintiff proposes that pleadings "filed prior to the first
24 mailing of the summons packet" not be included and available. Plaintiff suggests that the
25 "necessary and indispensable" parties apparently should not be allowed access to all the
26 pleadings filed in the case that has brought them before the Court.

27 Exemplary of Plaintiff's attitude, is the paragraph that commences on p. 7 and that
28 reads "The Court will provide Plaintiff pro per, Nancy Knight, the final draft Notice that he

1 ~~has will cause to be prepared and attached to this Ruling a draft of a Notice~~ to be served upon
2 all landowners together with a Summons and Plaintiff's Complaint to be provided to the
3 Plaintiff by email. ..." noting the exclusion of the Defendants' language. This portion of the
4 order would and should read: "IT IS ORDERED counsel shall be given an opportunity for
5 input into the form of notice for a period of 20 days after the Court's proposed form is
6 electronically delivered to Plaintiff's counsel *or to Plaintiff if Pro Per* and Defendants'
7 counsel." See, Defendants' September 28, 2022 proposed order (in blue ink), p. 6, lines 15-
8 18.5 (new text added here is underlined/italics).

9 All of Plaintiff's modified, changed or requested additional proposals should be
10 denied.

11 **B) 10/28/2022 Plaintiff's Objection to the Filing of Notice and Proposed**
12 **Orders Dated September 28, 2022**

13 Plaintiff's objection in this pleading appears on page 1 to be focused upon the fact that
14 Plaintiff prepared a document which Plaintiff refers to as the "Desert Lakes UA," and based
15 upon Plaintiff's prior filings, the letters "UA" refer to an "Original Resolution Forming the
16 Desert Lakes Subdivision Tract 4076 Unincorporated Association" formed by the Plaintiff,
17 recorded January 25, 2021. Plaintiff appears to have elected herself president of the entity.
18 Plaintiff then circulated amongst the potential parties in this pending lawsuit a request that
19 lot owners join the Plaintiff and become a member of the Plaintiff's Unincorporated
20 Association. What Plaintiff does not talk about is that each and every person that consents
21 to and becomes a member of the Unincorporated Association ultimately becomes responsible
22 and liable, jointly and severally, for any and all actions taken by Plaintiff's Unincorporated
23 Association, including responsibility of each member to personally pay any and all judgments
24 which may be issued against the Unincorporated Association and other debts and obligations
25 of this entity led by Plaintiff. Legally, Plaintiff's Unincorporated Association is treated at
26 law as a partnership and each member of a partnership (each lot owner that is a member) is
27 in fact jointly and severally liable for the actions, conduct, liabilities, judgments, debts, etc.,
28 entered against or incurred by the Unincorporated Association.

1 Plaintiff is complaining that the Defendants’ proposed order will have the effect of
2 “preventing the Plaintiff from fulfilling her duties in her capacity as president of the Desert
3 Lakes UA that would not involve any discussions related to this case.” See, p. 1, lines 25.5-
4 27.

5 Plaintiff’s next objection set forth on lines 1-7.5 appears simply to be a reiteration by
6 the Plaintiff that she is proposing a “revised version of defense counsel Oehler’s orders.”
7 See, p. 2, line 2, of Plaintiff’s October 28, 2022 pleading. Plaintiff does not indicate in this
8 area of her October 28 pleading what the issue is or may be regarding Defendants’ counsel’s
9 proposed form of order which substantially mirrors Plaintiff’s own former attorney’s
10 proposed order. Rather, Plaintiff simply advises the Court that Plaintiff has “significant
11 experience” (p. 2, line 3.5) with mailing packets to property owners, and that her objection
12 “is based on that experience” that she objects to some of the restrictions and conditions that
13 legal counsel’s proposals place on the Plaintiff. (See, p. 2, lines 5-7.5.)

14 Plaintiff appears to be complaining that the Clerk of the Court has been unable to
15 provide the language of the summons for the “necessary and indispensable” parties. Plaintiff
16 states “It is my understanding that the language will be provided by the Court” and asks the
17 Court to incorporate therein specific language within the summons and for the delivery to the
18 “necessary and indispensable” parties in the service packet. (See, p. 2, lines 9-14.) The
19 Clerk has no obligation, duty nor jurisdiction to provide language other than standard
20 summons language. The Clerk is not in a position to prepare or otherwise create action-
21 specific summonses for the “necessary and indispensable” parties or any parties in any type
22 of matter. It is this Court and this Court alone that has the authority to prepare an order and
23 notice that accompanies the standard summons that must be delivered to each “necessary and
24 indispensable” party within the service packet. Plaintiff, simply stated, is not in a position
25 to create a separate summons for delivery to the “necessary and indispensable” parties.
26 Plaintiff’s October 28, 2022 Objection should be denied.

27 ///

28 ///

1 **C) 10/28/2022 Plaintiff's Proposed Orders for Service on Indispensable**
2 **Parties**

3 Plaintiff's third document that conceivably requires a response was filed two days
4 subsequent to the Orders at the status conference entered on October 26, 2022, by the Court.
5 Plaintiff's third proposed order contradicts in several parts Plaintiff's requests and motions
6 filed on September 29. It is assumed that the subject October 28, 2022 pleading that appears
7 to be somewhat different, perhaps substantially different, necessitates at least a brief
8 objection by the existing Defendants.

9 Plaintiff continues to suggest to the Court that the Court change or amend multiple
10 provisions of the Arizona Rules of Civil Procedure that deal with service of process and,
11 further, requests that the Court on a fully ex parte basis and outside the presence of potential
12 but unknown lot owners that are the subject of the Court's existing order requiring service,
13 potentially have judgments entered against the various lot owners awarding Plaintiff her costs
14 and fees, as well as amending service obligations that are clearly required in ARCP Rule 4
15 apparently for the purpose of minimizing Plaintiff's postage costs and effectively entering
16 judgments against those defendants without any kind of procedural compliance. Plaintiff
17 goes so far as to suggest that if the Plaintiff does not secure a second mailed response from
18 a lot owner that the Court then would simply consider the party served because they have not
19 responded. See, p. 4, lines 6-17.

20 The Plaintiff requests once again that the Court arbitrarily make certain service
21 exceptions for joint tenancy type of ownership or trust type of ownership in regard to how
22 Plaintiff is to serve lot owners that fall within these categories, all of which are completely
23 contrary to the service of process requirements set forth in Arizona's Rules of Civil
24 Procedure. See p. 4, Plaintiff's October 28 proposal.

25 Plaintiff continues to suggest that this Court should apparently direct the Clerk of the
26 Mohave County Superior Court to prepare specialized summonses that include language to
27 the apparent "liking of the Plaintiff."

28 Plaintiff proposes that she prepare "An Affidavit of additional costs for the second

1 mailing...” (see, p. 4, lines 18-19, Plaintiff’s October 28 proposed order), and that Plaintiff
2 will simply submit these expenses to the Court and expects the Court to enter judgment
3 against a non-responding party in favor of the Plaintiff for Plaintiff’s alleged mailing costs.
4 All of this is inappropriate, improper, beyond the authority of the Court, and should
5 summarily be denied.

6 On p. 6 of Plaintiff’s October 28 proposed order, lines 8-22, the Plaintiff is stating that
7 the Court should recognize the “Plaintiff, in her capacity as President of the Desert Lakes
8 Tract 4076 Unincorporated Association...” See, p. 6, lines 11.5-13. This, once again, is an
9 apparent unincorporated association that Plaintiff herself has created, named herself as its
10 president, and is soliciting lot owners to join the entity without advising the lot owners that
11 their joining will make each and every member of Plaintiff’s association severally and jointly
12 liable individually for all attorney’s fees and costs or other damages and claims against
13 Plaintiff’s association. The matters before this Court are not the Unincorporated Association
14 issues and should not be included.

15 Interestingly, Plaintiff includes orders for the Court dealing with filing date mandates.
16 Plaintiff seems to be confused and thinking Plaintiff is the Judge in this matter and has
17 authority to actually issue orders to Defendants and Defendants’ attorney. See, p. 6, lines 23-
18 25.

19 Plaintiff graphically sets forth Plaintiff’s new version of summonses that she proposes
20 be issued by the Clerk of the Mohave County Superior Court, including warnings and other
21 statements within the proposed summons, all as set forth on pp. 7-8. Such a document
22 incorporating Plaintiff’s language is inappropriate and should never be adopted.

23 Defendants object literally to the entirety and propriety of each of Plaintiff’s proposed
24 orders as presented September 29, 2022 and October 28, 2022.

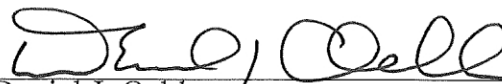
25 CONCLUSION

26 In conclusion, the document that was originally penned by Plaintiff’s former attorney
27 and thereafter revised in part by Defendants’ counsel should be utilized by the Court in
28 regard to the “notice” and the Court’s proposed orders.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESPECTFULLY SUBMITTED this 11 day of November, 2022.

LAW OFFICES OF DANIEL J. OEHLER



Daniel J. Oehler,
Attorney for Defendants

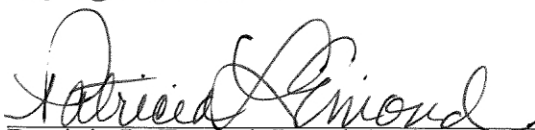
COPY of the foregoing emailed
this 11th day of November, 2022, to:

Honorable Lee F. Jantzen
Mohave County Superior Court
Division 4
401 E. Spring Street
Kingman, Arizona 86401
(928) 753-0785 Danielle
dlecher@courts.az.gov

Plaintiff

Nancy Knight
1803 E. Lipan Circle
Fort Mohave, Arizona 86426
(928) 768-1537
nancyknight@frontier.com

By:


Patricia L. Emond, Legal Assistant