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Christina Spurlock SupDrtClerk

Ta

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 v.

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

19 Defendants.

Case No.: B8015 CV 2018 04003

**REPLY TO DEFENDANT'S
RESPONSE TO
PLAINTIFF'S OBJECTIONS,
PLAINTIFF'S PROPOSED ORDERS,
PLAINTIFF'S NOTICE OF FILING
PROPOSED ORDERS,
ALL DATED OCTOBER 28**

Honorable Judge Jantzen

20 COMES NOW Plaintiff Pro Per, Nancy Knight, Replying to Defendant's
21 Response to three documents filed by the Plaintiff on October 28, 2022 regarding the
22 Notice to Indispensable Parties. Three documents are:
23

- 24 **(1) "Plaintiff's Objection to the Filing of Notice and Proposed Orders**
25 **Dated September 28, 2022 aka Blue Text document**
26 **(2) "Plaintiff's Proposed Orders For Service On Indispensable Parties."**
27 **(3) "Notice of Filing Plaintiff's Proposed Orders" (2 pages)**

28 The Blue Text document was sent to the Plaintiff by Marche Brook on October 26.

The Notice of filing the Blue Text document by Mr. Oehler was dated September 28.



1 Plaintiff's September 29 proposed Notice that was due by September 30 became
2 an obsolete document when Plaintiff learned, on October 25 during the Court's Status
3 Conference, that Mr. Oehler had a Blue Text document that was more recently prepared
4 and submitted to the Court for Plaintiff's use in preparing a Revised proposal for her
5 expenditures in joining the owners of about 244 Assessor Parcel Numbers. Plaintiff
6 explained to the Court that she did not know who the author was of the Draft Word
7 document that was sent to the Plaintiff by Mr. Coughlin's legal assistant while he was on
8 vacation. All Plaintiff knew was that she had only a few hours to copy and paste the Draft
9 text into a Word document and revise it as best she could before September 30.
10
11
12

13 Plaintiff made it clear to Mr. Oehler and the Court that the issues were financial in
14 nature. During the Status Conference, Plaintiff also made it clear that she could work
15 with Mr. Oehler for a revision to his Blue Text document but he was not interested and
16 appeared to be in a disgusted mood.
17

18 It was opposing Counsel's misunderstanding that the Plaintiff's September 29
19 document was the only Objections to be filed. It is the Plaintiff's money that is involved
20 in this massive undertaking and the Summons language is a critical part of the costs that
21 may be incurred.
22

23 Given Mr, Oehler's disgust, the Court led the Plaintiff to believe he would look
24 over Plaintiff's revision and make decisions on her proposals. To that end, Plaintiff
25 contacted Christina Spurlock for the language the Court uses on Summons. She was
26 unable to help and therefore Plaintiff took the WARNING that was on the Summons that
27 had been served on Defendants and added an additional WARNING regarding financial
28

1 consequences for not returning the Waiver of Service Form. Then Plaintiff proceeded to
2 compose 10 paragraphs of information to be provided to the indispensable parties below
3 the Warnings. Plaintiff did her best to create an informative Order for the Plaintiff to
4 follow and Summons for the Indispensable Parties that would be acceptable to the Court.

6 **Reply to Response A)** Plaintiff understands the two attorneys collaborated on
7 how the Plaintiff was going to follow their Orders for Service upon the Indispensable
8 Parties. Therein lies the problem. No one communicated with the Plaintiff on feasibility
9 of their armchair perspective. Plaintiff needs specifics to follow. Words like substantial
10 does not convey a specific target. And neither attorney gave any thought to the costs
11 involved in their armchair perspective Orders. Lack of communication is why Plaintiff
12 had to request that Mr. Coughlin Withdraw. A deadline was upon the Plaintiff to submit a
13 proposed revision by September 30. Plaintiff had a Draft that appeared to be a work in
14 progress. And she submitted a revision on September 29.

18 Plaintiff understands the Blue Text document was Mr. Oehler's revision that was
19 filed along with a yellow highlighted earlier version on September 28. Mr. Coughlin's
20 legal assistant apparently did not have the Blue Text document to send to the Plaintiff on
21 September 29 at 11:46 am. She had converted the Yellow Highlighted text from a PDF
22 and sent it to the Plaintiff as a Word document for copying and pasting into Plaintiff's
23 software.
24

26 That revision that was filed on September 29 at 4 pm became obsolete on October
27 25 during the Status Conference Hearing when Plaintiff learned of the Blue Text
28 document. As it turned out, the Blue Text document that was dated September 28 still

1 had no thought included for the feasibility of following those Orders. Nor does Mr.
2 Oehler's "clean copy" of his Final Form Order that was filed/mailed on November 11,
3 2022.
4

5 Regarding Line 14, Page 3 of Mr. Oehler's Response, he apparently has no
6 recollection of his claiming that it was the Assessor's website that has accurate
7 information. Now he claims it is the Recorder's office. Actually, Plaintiff has
8 "substantial" experience with Excel Spreadsheets and compiling mailing lists for every
9 property owner in Desert Lakes. It takes both sources from time to time for accurate
10 information and at times neither will have accurate information because not all purchases
11 get filed with the Recorder's office. The following are the headers for columns A-G
12 (APN – Zip Code) that Plaintiff describes in her Proposed Orders.
13
14

APN	Property Description		
226-13-002A	DESERT LAKES GOLF COURSE & ESTATES TRACT 4076B BLK F LOT 11 CONT 7000 SQ FT		
Current Owner		Mailing Address - number and street	
ROVNO MICHAEL H & JUDITH M		5867 S DESERT LAKES DR	
City	State	zip code	
FORT MOHAVE	AZ	86426	

15
16
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19
20 Regarding line 7 on page 3 of the Response and Plaintiff defining substantial as
21 85% of the property owners having been served with the first mailing before the Caption
22 will be changed, Plaintiff's experience with the controversial UA mailing in June 2022
23 resulted in 13 envelopes out of 244 APNs being returned undeliverable. 85% of 244 is
24 207 APNs and some owners have multiple APNs. Plaintiff believes the first mailing will
25 easily meet the 85% mark and if the property owner is encouraged to send the Waiver
26 back rather than suffer financial consequences, as the Plaintiff has suggested, there will
27
28

1 be a high likelihood that the Court will have a substantial number of confirmed Plaintiffs
2 and Defendants for the Caption. The Court can decide, however.

3
4 Regarding overlays of CC&Rs, Plaintiff has no idea what these are. And Mr.
5 Oehler's November 11 Proposed Order does not cite overlays of the CC&Rs. If
6 Plaintiff's November 14 Proposed Order is changed for overlay then Mr. Oehler can
7 provide them to the Plaintiff as PDF documents. Plaintiff purchased some of the CC&Rs
8 for Desert Lakes Tracts from the County Recorder's office and none were called
9 overlays. Plaintiff has a right to object if these overlays create additional weight for the
10 mailing over and above Plaintiff's proposed 13 copy maximum for the two Declarations
11 defined in her proposed Orders.
12

13
14 Because most of the September 29 document is obsolete, Plaintiff considers any
15 other explanations moot points. For example, Trial was a typo and was corrected in the
16 October 28 Proposed Order to be Tribal Land ...excluded. The Court is expected to take
17 Mr. Oehler's criticisms under advisement and make appropriate changes to Plaintiff's
18 newest "Proposed" Order dated November 14, 2022 that will be a combination of Mr.
19 Oehler's November 11 Proposed Order and Plaintiff's October 28 Proposed Order.
20
21

22 **Reply to Response B)** Interesting comment about being elected to an
23 Unincorporated Association. Nancy Knight formed the Unincorporated Association and
24 appointed herself President. Just as someone who forms a Corporation appoints
25 themselves President. Plaintiff took the initiative and suffered the costs of recording the
26 document and paid for the PO Box and paid for all of the mailings for a Ballot to amend
27 the Tract 4076-B Declaration. Obviously, no one else would have gone to so much
28

1 trouble to help protect this Subdivision from people like Mr. Oehler's current and past
2 self-serving clients. Plaintiff gave Mr. Azarmi what he cried about not having! A
3
4 Committee to go to for a legal variance. The County does not have jurisdiction over legal
5 variances for Desert Lakes.

6 No member would do anything wrong to be sued over. They have the Declaration
7 that is their rule book. Plaintiff hopes this Court recognizes what Mr. Oehler is doing
8 with this threatening jargon. He is looking to incite trouble against the Plaintiff. He
9 knows the Court is posting his documents online and is preventing Plaintiff's documents
10 from being posted. This Court has been used!
11
12

13 Plaintiff wants equal treatment of the gag order upon Mr. Oehler, Mr. Azarmi and
14 herself to not have any contact, directly or indirectly, for any discussion about this case.
15 However, Plaintiff expects the Court to allow Plaintiff to function in the capacity of
16 President of the UA where this case will not be discussed - with the exception that
17 Plaintiff can say "The Court has Ordered all defendants, their attorney and herself from
18 discussing it."
19
20

21 The language in a Summons for Indispensable Parties will differ substantially
22 from the Summons served upon Defendants in a Complaint. The standard summons
23 begins "A law suit has been filed against you... If you do not want a judgment or order
24 taken against you..." Someone in the Court system must be writing these Summons
25 documents. Plaintiff had to take the initiative to draft her proposed Summons. These
26 people are not being sued.
27
28

1 **Reply to Response C:** There is no contradiction involved in Plaintiff's October 28
2 Proposed Order. Plaintiff was following the Defendant's (actually, Mr. Oehler's) Blue
3 Text document that was dated September 24, 2022 as referenced in paragraph 1 of
4 Plaintiff's Proposed Orders.
5

6 All Plaintiff added to Mr. Oehler's first paragraph is the 85% definition of
7 substantial. 85% of 244 APNs is substantial. The court may think 50% is substantial. The
8 Court's choice. Plaintiff would like a number to know when we have reached our
9 substantial goal.
10

11 Paragraph 2 is essentially the same as Mr. Oehler's with slight rearrangement of
12 phrases and of course the Excel Spreadsheet design because it is already "substantially"
13 prepared with columns A-G as described above.
14

15 Plaintiff followed Mr. Oehler's Blue Text document for the CC&Rs and now
16 Plaintiff is confused about overlays as his November 11 Proposed Orders does not cite
17 overlays. As stated above he can send Plaintiff the overlays.
18

19 Plaintiff prefers the Waiver of Service over the Acceptance of Service form
20 because the Waiver of Service complies with the Statute for the "Duty to Avoid
21 Unnecessary Costs of Service of Summons".
22

23 Plaintiff would like the Court to accept the portions of Plaintiff's October 28
24 Proposed Orders that will be incorporated into her Final November 14 Proposed Orders
25 along with a few of Mr. Oehler's preferences. Plaintiff should have priority on Orders
26 since she has to follow them.
27
28

1 As far as interest on fees due to the Plaintiff, it is expected to be less than 40 cents
2 per month. 2% per month is just an incentive to send the form back. Plaintiff does not
3 think it is illegal since the Court makes the Plaintiff pay substantially more in interest
4 when he awards attorney fees to Mr. Oehler.
5

6 Plaintiff's paragraph for exchanges of email addresses is 2 weeks longer than Mr.
7 Oehler's (Feb 15, 2023 v. Jan 31, 2023).
8

9
10 **RESPECTFULLY SUBMITTED** this 14th day of November, 2022.

11
12 
13 NANCY KNIGHT
14 Plaintiff Pro Per

15
16 COPY of the foregoing emailed on this day to:

17 djolaw@frontiernet.net

18 Attorney for Defendants

19 Daniel J. Oehler, Esq.
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