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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 vs.

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

21 Defendants.

Case No.: CV 2018 04003

**MOTION FOR RECONSIDERATION
OF FINAL ORDERS
FOR SERVICE ON
INDISPENDABLE PARTIES
DATED FEB. 17, 2023 FOR
INAPPROPRIATE CONTENT AND
FAILURE OF THE COURT TO
PROVIDE THE SUMMONS AND
WAIVER OF SERVICE FORM**

Assigned to visiting Hon. Judge Nielson

22 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby requests

23 Reconsideration of a Court Order signed on February 17, 2023 by the now recused Court
24 with no Summons nor Waiver of Service Form having been provided to the Plaintiff for
25 the Service Packet to be distributed to Indispensable Parties. The signed Order was not
26 well thought out as this court will see in the explanations provided for specific
27 paragraphs. Reconsideration is in the interest of fairness and clarity since it is the Plaintiff
28

FILED
TIME 9:16 A M

MAY 15 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: [Signature] DEPUTY



1 who is required to follow the Final Order and the “interested parties” could also be
2 financially impacted as written for TurboCourt costs that should be allowed to be avoided
3 for filing pro per documents. This request for reconsideration awaited the Hon. Judge
4 Moss’s reassignment of the case to this visiting Court on May 4, 2023.
5

6 Note the scribbled changes to the top of the Court Order signed on February 17,
7 2023 claiming Plaintiff’s Proposed Order was considered and yet he let months pass
8 without giving Plaintiff the Summons even when she provided him with Summons
9 language needed for insertion in November 2022.
10

11 The recused Court often issued memorandum style decisions with no rationale and
12 violated the Constitution by exceeding 60 days for decisions. For this reason, many
13 Reconsiderations are pending in this case and a Motion for a Change of Venue dated
14 March 29, 2023 is fast approaching a 60 day deadline.
15
16

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 Pursuant to Rule 7.1(e) (1) Generally, A party seeking reconsideration of a court
19 order or ruling may file a motion for reconsideration.
20

21 Plaintiff incorporates herein rationale for differences from Atty. Oehler’s language
22 in the Final Order signed by the Court on February 17, 2023. Most vivid is Plaintiff’s 150
23 day deadline from Feb. 17 that has dwindled down to 60 days due to delay of the biased
24 Court in fulfilling his duty to provide documents to the Plaintiff to be included in the
25 Service Packet. Plaintiff has not failed a duty and she needs the full 150 days from when
26 all Service Packet materials, including an appropriate Final Order, are provided by the
27
28

1 75% of the APNs subject to being Indispensable Parties.

2 Plaintiff has delivered to the Bullhead City Courthouse a Final Order with
3 emboldened language needed for the Clerk of the Court and this Court to include in the
4 Summons and Waiver of Service Form.
5

6 **See the Final Order submitted today to understand the following information.**

7 **Paragraph 1:** One additional sentence was added to Oehler's Order because
8 Plaintiff needed to understand what "substantial" meant and with specificity. Substantial
9 being 85% of the said property owners having been served pursuant to the first mailing.
10

11 **Paragraph 2:** The language of the second paragraph deviated too substantially for
12 a simple underscore or striking. Mr. Oehler's paragraph was composed with a lack of
13 experience or knowledge of those APNs not subject to the CC&Rs such as those that
14 were not residential lots as owned by the water company and Mojave Tribe. Also, the
15 row and column designations he proposed did not fit Plaintiff's experience and existing
16 Excel Spreadsheet that was created for the Desert Lakes Unincorporated Association.
17 Plaintiff's version is more specific for her to follow since paragraph three relied on the
18 language in paragraph 2.
19
20
21

22 **Paragraph 3:** No change

23 **Paragraph 4:** Plaintiff understood that she was to serve a Service Packet of
24 specific "contents"; Content item (5) requires only a Waiver of Service Form and
25 Plaintiff omitted an Acceptance of Service Form. Every unnecessary added or duplicative
26 piece of paper adds to the postal costs. Atty. Oehler already has Plaintiff including two
27 sets of CC&Rs when one would suffice for the majority of property owners subject to the
28

1 Tract 4076-B CC&Rs. Additional language is based on clarity for the joint owners of
2 APNs and a necessary reduction in the related cost factor for the Plaintiff. Content (6)
3 was added for the consequences to be clearly made to the parties for failure to return a
4 signed Waiver of Service Form. The consequence statement is included in Bold for the
5 Summons.
6

7
8 **Paragraph 5:** This paragraph describes how Plaintiff will serve the parties and
9 limits Plaintiff's costs substantially from what Mr. Oehler intended. Much of this
10 language is due to Plaintiff's experience with service of Complaints and mailings to the
11 property owners for Ballot Amendments. Again, the document to be returned is the
12 Waiver of Service Form and not the Acceptance of Service Form.
13

14 **Paragraph 6:** This paragraph conforms to Mr. Oehler's language for "other forms
15 of alternative service".
16

17 **Paragraph 7:** The signed Order had stricken the date and inserted May 30.
18 Plaintiff wishes it to be July 15 since this Court has up to 60 days to grant this motion for
19 Reconsideration. Much of the language in Oehler's paragraph has nothing to do with the
20 Plaintiff's Orders. It was intended as instructions for the indispensable parties and any
21 motion they might file. It needed to be in the Summons.
22

23 **Paragraph 8.** No change
24

25 **Paragraph 9.** Pro per plaintiffs and defendants are not required to suffer the
26 costs of electronic filing (TurboCourt costs) therefore those of us in Desert Lakes take
27 our paper documents to Trane Street in Bullhead City. The filed documents list the names
28 of the other parties' email addresses. There is potential for 400 or more email addresses

1 to be listed on each filing if all parties respond as a plaintiff or defendant.

2 **Paragraph 10:** This paragraph is the reason for another item to be included in the
3
4 Summons else how would the Indispensable Parties know of their responsibility to update
5 their email address or be responsible for costs of postal mailing.

6 **Paragraph 11:** No change

7
8 **Paragraph 12:** This paragraph revision was necessary for fairness on both sides
9 of the litigation and to prevent an ongoing violation of Plaintiff's Constitutional right to
10 free speech in the memorandum style Gag Order imposed on the Plaintiff because he
11 "thinks" she did something wrong.

12
13 **Paragraph 13.** Again, "substantial" needed specificity. In hindsight, the version
14 Plaintiff proposed last November was expected to have a Summons delivered to her when
15 the Order was signed. Plaintiff is revising this paragraph to be based on the date all three
16 parts of the Court's duties are completed and sent to the Plaintiff.

17 18 **Pending Duties of the Court and Clerk of Superior Court**

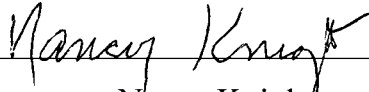
19
20 The duty of the Court in conjunction with Christine Spurlock, Clerk of the Court,
21 is to compose the language for a Notice to the Parties (aka Summons - I assume), and
22 language for the Waiver of Service Form.

23 Boilerplates do not conform to the needs of this complex Rule 19 process.

24
25 Plaintiff has created a Summons and Waiver of Service sample for the Court. The
26 Court may find additional statements to add to these documents for the Indispensable
27 Parties.
28

1 **Note to the Court and Clerk of the Court:** Please see two separate documents left with
2 the Deputy Clerk in Bullhead City when this Motion was filed. “Final Order” and
3 “Summons and Waiver of Service Language”.
4

5
6 **RESPECTFULLY SUBMITTED** this 15th day of May 2023.

7 

8 Nancy Knight
9 Plaintiff Pro Per

10 **COPY** of the foregoing was emailed this day to:

11 djolaw10@gmail.com
12 Daniel Oehler, Attorney for the Defendants

13 cspurlock@courts.az.gov

14 courtesy copy email is unavailable to date or the Court

15 Postal Delivery To:

16 Hon. Dale Nielson

17 100 E. Code Talkers Dr.

18 South Hwy. 77

19 Holbrook, AZ 86025
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