

FILED

TIME 8:38a M

SEP 21 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT

BY: MJ DEPUTY

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

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 vs.)

11 LUDWIG, et. al.)

12 Defendants.)

Case No.: **CV 2018 04003**

**PLAINTIFF'S RESPONSE TO
DEFENDANTS' SEPTEMBER 13, 2023
MOTION TO STRIKE PLAINTIFF'S
SEPTEMBER 9, 2023 RESPONSE
REGARDING SERVICE PACKET
DOCUMENTS**

Honorable Judge Nielson

17 _____
18 Comes now Plaintiff Pro Per Nancy Knight, respectfully Responding to
19 Defendant's Motion to Strike Plaintiff's September 9 Response to their "September 5"
20 Motion to Strike (footnote date in her September 9, 2023 mailed Response). Plaintiff
21 herein Responds to this second Motion to Strike Plaintiff's documents in the matter of the
22 Service Packet that is to be mailed to the Rule 19 Indispensable and or Necessary Parties
23 (hereinafter "Parties"). A Motion to Strike that is granted would be an abuse of discretion
24 of this Court and a violation of the Indispensable Parties rights to full disclosure in this
25 case. Plaintiff expects all of her documents to be posted on the High Profile case section
26 of the Mohave County website. In the interim of proceeding to Notice the Parties as this
27
28

1 Court has now decided for the language in the Notice to be sent to the Parties, Plaintiff
2 has set forth two issues before higher authorities in this case as was sent by email to Mr.
3 Oehler on this day of September 16, 2023.
4

5 **MEMORANDUM OF POINTS AND AUTHORITIES**

6 Plaintiff repeats that under Rule 12(f), a part of a pleading can be removed if it is
7 redundant, immaterial, impertinent, or scandalous. Property Owners have a right to full
8 disclosure in this matter of abandonment and history of this case. This Court has
9 obviously disagreed. This Court has also obviously decided to continue to violate
10 Plaintiff's Constitutional Right to Free Speech for her ability to act in the capacity of
11 President of the Desert Lakes Tract 4076 Unincorporated Association. To that end, and to
12 the abuse of discretion of the former now recused Court, for his biased decisions in this
13 matter, Plaintiff has offered Mr. Oehler an option for the First Mailing of the Service
14 Packet until a decision by higher authorities is settled for this Court and for the Plaintiff.
15
16
17

18 All of Plaintiff's Response arguments as provided to this Court in Plaintiff's
19 September 9, 2023 mailing that should have been filed by now, should not be stricken
20 and should be available on the High Profile case list of documents for public access.
21

22 The Defendant's scandalous Notice to Property Owners should have been stricken
23 voluntarily by the Court; instead this Court signed it as written. The most scandalous part
24 of the Defendant's Notice is the claim that Knight is suing the Parties. Knight is not suing
25 the Parties who are being mailed the Service Packet documents. It is a false and malicious
26 claim.
27
28

1 As conveyed to Defense Counsel Oehler on September 16, 2023 in response to his
2 letter dated one month prior, on August 16, Plaintiff wrote:

3 "Dear Mr. Oehler,

4 I am in substantial concurrence and I appreciate your efforts and
5 revision of the Waiver of Service Form and the information that
6 I will be able to recover costs of service if the Parties do not sign it.

7
8 I am still of the position that the Gag Order is a violation of my
9 Constitutional Rights in acting in the capacity of the President
10 of the UA and the Judge has now proven that he is not willing to lift
11 it and since you had the former Court impose it, you also will not
12 have the Court lift it. I need to go to a higher authority for a
13 determination in that matter and the matter of the abuse of discretion
14 by Judge Jantzen that violated the intent of Rule 19 a and existing
15 case law.

16 I could agree to proceed with the first mailing with a slight revision
17 of the Notice until the Higher Authorities provide me or the Court
18 with direction on these two matters.

19 If the higher authorities determine that Judge Jantzen erred, then
20 my costs for the First Mailing would be reimbursed by your clients.
21 If not, then we can revise the next step to be something that is similar
22 to the final steps where the Court would consider other means of
23 Service.

24 But for the Gag Order by the former court, the Parties may have been
25 able to affect resolution of violations through the Ballot that I mailed
26 in 2022 that is still available to them. When they get the First Mailing
27 they may decide this is the best option for them. In fact, in the interest
28 of fairness to all of these parties, you could agree to include the Ballot
in the Service Packet.

Further, I would be able to proceed in finding two members to serve
with me on the Committee for exceptions to even most of the setback
issues.

1
2 You effectively stopped any law suit protection for these property
3 owners.

4 I am not suing them and the language in the First Notice to Parties
5 should be clear that this law suit is due to the Defendants' claim of
6 abandonment that affects their property rights. I am not seeking for
7 every property owner to bring their home into compliance at this
8 time nor do I believe other avenues of resolution of violations are not
9 available to them.

10 I need to get my Complaints filed with higher authorities by Monday
11 if I do not have all of the Exhibits copied for mailing today. A
12 response from these higher authorities is needed before I can agree
13 to your proposal for the Second mailing and to agree that the judge's
14 "Notice" accurately describes our positions.

15 Respectfully,
16 Nancy"

17 It has become abundantly clear to the Plaintiff that Judge Moss selected this Court
18 deliberately for the purpose of assisting his major campaign contributor, Azarmi, rather
19 than recusing himself as he had to do for the companion case that was Transferred to
20 Yavapai County by Judge McCoy. Whether this Court recognizes he is being used as a
21 shill in this case or has agreed to collusion with Judge Moss, it would be highly
22 appropriate for this Court to now grant a Change of Venue as the Plaintiff has requested.
23 Any reasonable person would be as suspicious of motives by this court in this case as has
24 become clear to the Plaintiff who was supposed to have rulings on her pending motions
25 by September 4, 2023. Refer to the Court's agreement to take Plaintiff's written
26 arguments when time ran out during our Oral Argument hearing. None of Plaintiff's
27
28

1 pending motions have been decided timely by this court who promised he always
2 provides rationale for his decisions that was not the case with the former recused court.
3

4 The movant in the Motion for Summary Judgment (MSJ) on Abandonment is
5 Azarmi, Ludwig et. al. Knight recognizes Azarmi as the main culprit in this matter since
6 Ludwig is an out-of-state partner who has not been directly involved in the misdeeds of
7 Azarmi.
8

9 A movant is always the party making a motion or request to the court as Azarmi
10 et. al. did with their Motion for Summary Judgment on Abandonment that had oral
11 arguments about three years ago. Azarmi et. al. are the movants (Plaintiffs) in the MSJ.
12 Knight is therefore the Defendant on the issue of Abandonment as all indispensable
13 parties should be until they make a decision otherwise.
14

15 The former Court did not grant summary judgment on Abandonment of the
16 Declaration in 2020. Plaintiff Knight still awaits a Rule 12 (b)(6) claim on what Deed
17 Restrictions that she is supposed to defend at trial and before the Service Packet is mailed
18 to the Parties on the issue of Abandonment.
19
20

21 When Summary Judgment was neither granted nor denied, the Court believed that
22 no Indispensable Parties were necessary in the matter as we proceeded in this case for
23 Injunctive Relief. However, the Defendants continued to claim abandonment, albeit
24 without following Rule 12 (b)(6) for stating a claim for which relief can be granted.
25

26 If abandonment of deed restrictions is now the matter before the jury, then Rule 19
27 did apply and pursuant to case law the party who seeks abandonment must join Parties.
28 The former Court ruled otherwise, and chose to have the Plaintiff who filed the law suit

1 suffer the costs of the Service Packet and mailings to the Parties. This is a serious issue
2 for the Plaintiff's Complaint to Higher Authorities. The abuse of discretion and violation
3 of case law by Judge Jantzen who Ordered the Plaintiff who filed a Breach of Contract
4 Complaint to Serve Indispensable Parties is a precedent setting matter that will chill any
5 future attempts at enforcement of CC&Rs in Arizona. The entire state is at risk in this
6 precedent setting matter.
7
8

9 Azarmi is the primary Plaintiff on the issue of abandonment. Plaintiff Azarmi has
10 the burden of proof of abandonment. The Defendants attempted to prove abandonment of
11 the Declaration with frequency data collected by Affiant Weisz and they filed Affidavits
12 with multiple false claims. This case has been mismanaged by a Judge who was
13 apparently unqualified in Real Property litigation that involves Covenants, Conditions
14 and Restrictions.
15
16

17 It is redundant to keep referring to Knight as the Plaintiff suing the Parties. It is
18 erroneous and malicious. But for abandonment, the Parties would not be needed.
19

20 Plaintiff Knight could not find any examples of a Notice to Property Owners who
21 are to be served as indispensable parties. Knight's second attempt (as referred to by Mr.
22 Oehler) was not filed by the Clerk of the Court who returned it to the Plaintiff for lack of
23 a signature by the Plaintiff. It is now clear that it is the Court who revises, if necessary,
24 and signs the Notice.
25

26 On August 25, 2023, the Court was provided Notice that Knight had filed a
27 revised "Notice to Property Owners" for the Service Packet. It was mailed timely for
28 filing on August 25, 2023 pursuant to the Court's instructions for a deadline of August

1 31, 2023. As an informational Letter from the Court, the Court has an obligation to assure
2 accuracy and should have corrected Mr. Oehler's version of the Notice before signing it
3
4 on September 13, 2023.

5 It should be clear to this Court, that but for the issue of abandonment, that is
6 intended to be a taking of Knight's right to sue Azarmi, the other Parties would not need
7 to be Noticed and mailed a Service Packet. The Defendant's counsel refused agreement
8 on a Stipulation for the language to be used and this court became complicit in the intent
9 to incite Parties against the Plaintiff as Azarmi has been doing since 2016 when Azarmi's
10 Res. 2016-125, that Judge Moss (then Supervisor Moss) failed to have passed on October
11
12 3, 2016, thanks to Knight.

14 Knight does not have the burden of proof on abandonment of any of the Deed
15 Restrictions. This case is intended to take Knight's substantive property rights and/or
16 preclude her from the financial consequences for Azarmi and his family members'
17 misdeeds that is being litigated in CV 2022 00177 in Yavapai County.

19 The Defendant's Motion to Strike should be denied.

21 The Court's Notice to Property Owners for the First Mailing should be revised for
22 accuracy that the Parties rights are challenged in this case by the Defendant's claim of
23 abandonment of specific sections of the Declaration known as the Deed Restrictions or
24 this Court needs to Grant the Defendant's 2020 Motion for Summary Judgment that the
25 entire Declaration has been abandoned and provide the Plaintiff with a Rule 54 (c) Final
26 Judgment that is Appealable along with the dismissal of Injunctive Relief sought.
27

28 The Golf Course is no longer owned by the original developers of Subdivision

1 Tract 4076 and the marketing name of the Desert Lakes Golf Course was changed to the
2 Huukan Golf Club prior to Knight filing the Resolutions for the UA with the County
3 Recorder; however, the Mohave County Subdivision Index name remains Desert Lakes
4 Subdivision Tract 4076. Knight has done nothing wrong and seeks justice in this case.
5

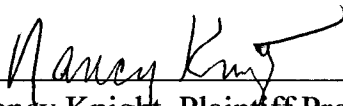
6 Plaintiff pleads with this Court to deny attorney fees.
7

8 Plaintiff pleads that if this Court decides to grant a change of venue, that this case
9 be consolidated into the case pending in Yavapai County (CV 2022 00177). Two of the
10 defendants in this case are already defendants in the case in Yavapai County.
11

12 The Appeal was denied because Judge Napper erred in his Rule 54 Final
13 Judgment. Judge Napper is taking the matter under advisement for the dismissal as a Rule
14 54 (b) Final Judgment and the dismissal of the Plaintiff's Appeal due to the error of
15 claiming Rule 54 (c) applied to the case.
16

17 Arizona lower courts appear to be totally incompetent.
18

19 **RESPECTFULLY SUBMITTED** this 16th day of September, 2023.

20 
21 _____
Nancy Knight, Plaintiff Pro Per

22 Copy of the foregoing emailed on September 16, 2023 to:

23 djolaw10@gmail.com
24 Daniel Oehler, Attorney for Azarmi, Ludwig, Fairway

25 kalerma@courts.az.gov
26 Judicial Assistant to the Hon. Judge Nielson

27 Copy to be mailed to multiple higher authorities with Exhibits that includes this
28 Response.