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CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: VA DEPUTY

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**

**PLAINTIFF'S RESPONSE TO
DEFENDANT'S NOVEMBER 6, 2023
MOTION TO STRIKE PLAINTIFF'S
PLEADING TO FOLLOW LAW FOR
THE DEFENDANTS TO JOIN
INDISPENSABLE PARTIES**

**Hon. Judge Nielson
Visiting Judge**

22 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby submitting her
23 Response to Defendant's yet another Motion to Strike, this one dated November 6, 2023
24 for Plaintiff's October 14, 2023 Motion for the Court to Follow Law for the Defendants
25 to Join Rule 19 Parties. It is in the interest of justice and judicial economy that this Court
26 follow the law of cases for the party who seeks abrogation to join parties. It is in the
27 interest of justice that a dangerous precedent be recognized by this Court that he has the
28



1 authority to correct. It is in the interest of judicial economy that Plaintiff not have to
2 Notice this Court of a Special Action Appeal on this issue. The entire state of Arizona is
3 at risk from Mr. Oehler's trickery in authoring the Order signed by the now recused
4 Judge Jantzen that a party who seeks enforcement of a Contract be subjected to Rule 19
5 joining of parties just because the party who seeks to avoid following the Contract claims
6 abandonment.
7
8

9 It is abuse of discretion. It defies common sense. It was deliberately written to
10 prevent Appeal with a Rule 54 (b) Final Judgment when no parties or claims were
11 dismissed with the Order.
12

13 The Plaintiff's Motion that requests the Court to follow the law of cases is not
14 immaterial. The Motion has a bearing on matters that can be legally considered by this
15 Court. Nothing in the Motion is wholly irrelevant to the matter of Rule 19 joining of
16 parties. The language in the Motion is not redundant - it is reuttered for emphasis. The
17 Motion itself has no influence on this Court's decision. The law of cases should be the
18 only things that could influence this Court's decision. Rule 12(f) does not apply to
19 Plaintiff's motion.
20
21

22 Attorney Oehler is of course concerned about losing this case. He is desperate. He
23 has been desperate since taking this case in 2019. He has three failed attempts at
24 dismissal. Everything he cited on pages 2-5 are misinterpreted as disdain for the Court
25 system.
26

27 Plaintiff has no disdain for the Court system. Plaintiff holds many Courts in high
28 regards where Mr. Oehler did not have a hand in influencing those Courts. In the 2016

1 case, Mr. Oehler's client attempted to run her over in the street because he thought she
2 had called for an inspection of the damage he had done to her fence. A competent and
3 honorable judge granted a restraining order on the Defendant.
4

5 The Plaintiff was competently treated in this case by the Hon. Judge Gordon.
6 Attorney Oehler did not like Judge Gordon, fought his election and supported a write-in
7 candidate. For no apparent reason, Judge Gordon was taken off the case and replaced
8 with Judge Jantzen.
9

10 This Court was competent on reviewing the file to determine that Judge Jantzen
11 had failed to provide the Plaintiff with a Notice to Property Owners for insertion in the
12 Service Packet. But for attorney Oehler submitting the Order that included a Gag Order
13 and for supplying the Court with a version of the Notice to Property Owners claiming
14 Plaintiff was suing them, this Court would most likely followed the Constitution and
15 omitted the Gag Order or at least provided the Plaintiff with his reasons for imposing the
16 Gag Order on the Plaintiff so it could be argued if in error. Likewise, this Court, in the
17 absence of attorney Oehler's claim that the Plaintiff is suing the parties would not have
18 included such language in the Notice. Trial courts err. Trial courts can reverse their errors
19 on their own. Void Judgments by Judge Jantzen are void and need not continue to
20 influence this Court.
21
22
23
24

25 It is not redundant to reutter law. It is in the interest of Public Policy that this court
26 consider the law of cases in his decision on whether it is the Defendants who must join
27 the Rule 19 parties.
28

Plaintiff's ongoing research found that there also exists the possibility that no

1 parties need to be joined as was the first opinion of Judge Jantzen when he Denied
2 Plaintiff's Motion that the Defendants' MSJ be dismissed because the Defendants had not
3 followed Rule 19. So why are we here arguing joinder? Plaintiff's former and dismissed
4 attorney fell for Mr. Oehler's trickery and strategy to force the Plaintiff into joining the
5 parties.
6

7 MEMORANDUM OF POINTS AND AUTHORITIES

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9 Other property owners in Desert Lakes are not necessary parties for the court to
10 determine whether the sign restriction has been violated. Rule 19 would not apply and
11 this Court can grant permanent injunctive relief without any property owners being joined
12 in the action. There exists no evidence of abandonment of section 12 therefore this Deed
13 Restriction does not need a jury trial. The Defendants are being prosecuted in equity.
14
15

16 Injunctive Relief to prevent any further violations of the Declaration is also being
17 prosecuted in equity. There exists no real evidence of abandonment of any restriction that
18 has no remedy. Rule 19 would not apply and this Court can grant preliminary and
19 permanent injunctive relief without any property owners being joined in the action.
20

21 As an alternative, the law of cases referred to in over thirty precedent cases is the
22 case of *Sheets v. Dillon* 221 N.C. at 432, 20 S.E.2d at 348 where the party seeking
23 abrogation of a restriction must join parties. The Defendants in this case seek abrogation.
24

25 In *Sheets v. Dillon*, the plaintiff property owner, Sheets, sought to annul restrictive
26 covenants. The defendant, Dillon, sought relief from his purchase contract due to his
27 intent to build a business on the property and the land was found to be restricted to only
28

1 residential use. On Appeal, it was stated that under such circumstances, equity will not
2 require defendant to comply with his contract and “If plaintiff desires to have this
3 covenant invalidated and stricken from the deed of the original grantee, he must bring in
4 the interested parties and give them a day in court.”

5
6 In the present case, the interest of Desert Lakes property owners is fully
7 represented by the present parties. They do not need to be joined regarding Injunctive
8 Relief to stop the Defendants permanently from posting advertising signs on residential
9 lots or to stop them from continuing to create victims by building homes in violation of
10 setbacks. The interest of property owners regarding Injunctive Relief to stop the
11 Defendants from any other violation of the Declaration is fully represented by the present
12 parties.

13
14
15 Once the Defendants state a Rule 12(b)(6) claim of abandonment of any other
16 restriction, other property owners in Desert Lakes will not be necessary unless the
17 Defendants can prove the violation has no remedy and therefore the covenant should be
18 annulled. That is when other parties will become necessary. The burden of proof for any
19 claim of abandonment of a specific Deed Restriction has yet to be claimed by the
20 Defendants.

21
22
23 At this time, the joinder of each individual property owner is not necessary for the
24 action of Injunctive Relief to proceed.

25
26 There would be no abuse of discretion by the trial court in its denial of the motion
27 for joinder of all property owners in Desert Lakes in the present action of Injunctive
28 Relief. It is a matter of equity.

1 If a violation ceases due to remedy or injunction, the covenant will once again
2 become effective without question. Any other result would, in effect, seriously impair the
3 usefulness and value of restrictive covenants.
4

5 **CONCLUSION**
6

7 The Motion to Strike should be denied.
8

9 The Court can bring resolution to this case that has burdened the judicial system
10 far too long.

11 Plaintiff continues to research case law and has offered the Court a viable
12 alternative to joinder of Desert Lakes property owners.
13

14 This case needs to be settled without a jury trial or Special Action Appeal.
15

16 **RESPECTFULLY SUBMITTED** this 8th day of November, 2023.

17 
18 NANCY KNIGHT
19 Plaintiff Pro Per

20 **COPY** of the foregoing was e-mailed on November 8, 2023 to:

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

22 kalerma@courts.az.gov Judicial Assistant to Hon. Judge Nielson
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