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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.

FILED
TIME 10:27 AM

NOV 16 2023

CHRISTINA SPURLOCK
CLERK SUPERIOR COURT
BY: VA DEPUTY

Case No.: **CV 2018 04003**

**PLAINTIFF'S REPLY TO
DEFENDANT'S NOVEMBER 3, 2023
RESPONSE TO PLAINTIFF'S
MOTION FOR RELIEF FROM
DEFENDANT'S ATTORNEY FEES**

**Hon. Judge Nielson
Visiting Judge**

21 COMES NOW, Plaintiff Pro Per, NANCY KNIGHT, hereby Responding to the
22 Objections raised by the Defendants on November 3, 2023 for Plaintiff's pleading for
23 Relief from this Court's October 17, 2023 Order and Award of Attorney Fees in the
24 amount of \$6,230.25 for three specific motions filed by the Plaintiff. Courts have far
25 more experience in recognizing how Rules apply to misdeeds than a Plaintiff Pro Per.
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27 The Plaintiff should not have to spell out how Rule 60 applied to these matters. With
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1 specificity, Rule 60 (b)(6) is applicable for justifying relief from attorney fees where
2 justice is not served by rewarding Defendant's misdeeds and punishing the Plaintiff for
3 seeking justice. Motions should never be made a tool to deter justice.
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5 **MEMORANDUM OF POINTS AND AUTHORITES**

6 1) Plaintiff's Motion to Strike the Defendant's 2019 Motion for Summary

7 Judgment (MSJ) was necessary due to the settled matter that "complete abandonment" of
8 the Declaration of CC&Rs was denied and no longer applied to this case. The MSJ did
9 not result in dismissal of the case. The MSJ did not result in loss of the non-waiver
10 clause. Affidavit Fraud, a Rule 60 condition for relief whenever it occurs and especially
11 for an attorney's use in seeking abrogation of a contract, has been proven with real
12 evidence. Rule 60(b)(3) is applicable. Complete abandonment based on the Defendant's
13 frequency claims in support of the MSJ was denied or we would not still be litigating this
14 case – it would have been dismissed in 2020. The MSJ is no longer at issue in this case.
15 Striking it would serve justice. The Contract was a matter of law. The Contract remained
16 in full force and effect and we were to prepare for trial based on material facts in the case
17 that could not be ruled upon by the Court and needed a jury trial. Plaintiff is not even sure
18 what material facts the former court believes are applicable for trial. Attorney fees should
19 not be granted for Plaintiff's March 1, 2023 attempt to clear the waters of the Defendant's
20 claim that the Declaration was pending a jury decision on "complete abandonment" and
21 the Defendant's argued against following Rule 12 (b)(6) for a claim of Deed Restrictions
22 that they perceive as abandoned. But for the Contract being held valid, Dismissal would
23 have been granted in 2020.
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1 Pursuant to the Contract at section 19, invalidation of any provisions shall in no
2 way affect any other provisions. The Court could not grant “complete abandonment” of
3 the Contract based on a few claims made by the Defendants.
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5 Rule 60(b)(3) provides for reversal of a judgment for attorney fees for the
6 misrepresentation, misconduct of the opposing party or Fraud (Affidavit Fraud) that
7 failed to support the complete abandonment claim. Rule 60(b)(3) provides for reversal of
8 the judgment for misrepresentation that exists in the Defendant’s ongoing claim that the
9 entire Declaration is still being litigated in this case. Judge Jantzen has had a pattern of
10 making memorandum style decisions that provides litigants with no reasons for his
11 rulings. Whether Judge Jantzen failed his duty to be clear on Denying Dismissal with his
12 reasons and whether this court considers Judge Jantzen as having committed mistakes,
13 inadvertence or excusable neglect pursuant to Rule 60 (b)(1) is irrelevant. What is
14 relevant is that this Court has a multitude of Rule 60 sections on which to base his
15 decision for reversal of his judgment for attorney fees. Attorney fees used as a deterrent
16 to Motions is adverse to justice and the integrity of the court system pursuant to Rule 60
17 (b)(6). Attorney fees for the March 1, 2023 Motion should be reversed.
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22 2) Plaintiff has been provided no reasons as to why this Court nor the former
23 Court granted attorney Oehler a Gag Order to be imposed on the Plaintiff. Plaintiff has
24 been provided no reason as to why this Court refuses a fair application of the Gag Order
25 on the Defendants and their attorney. A Motion seeking fairness in the interest of justice
26 should not be punished with attorney fees pursuant to Rule 60(b)(6). For this Court to
27 become a participant in a one-sided violation of the First Amendment to the Constitution
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1 and then deny Plaintiff fair treatment by not imposing the same on the opposing party is
2 applicable for Rule 60(b)(6). Either lift the Gag Order or apply it to all parties. This
3 attorney is behaving like an ambulance chaser seeking an opportunity to retain hundreds
4 of clients and lining his pockets with more fees with no restraint on what he intends to
5 tell these Indispensable Party clients. This Motion was made upon this Court. But for this
6 Court's claim that you must follow Judge Jantzen's order for the Plaintiff's Gag Order is
7 the only reason Plaintiff had to resort to this Motion to seek justice and fairness. This
8 Court's duty to provide Plaintiff with a ruling on her Motion with a reason violated this
9 Court's Constitutional duty to rule within 60 days. The entire "proceeding" on the matter
10 of the Gag Order defies justice and Rule 60(b)(1) applies for mistake, inadvertence, or
11 excusable neglect on this Court's part and the part of the former court. Rule 60(b)(2)
12 applies to the newly discovered evidence of Void Judgments. Seeking fairness via the
13 Court system with a Motion should not be deterred. Attorney fees for the June 9, 2023
14 Motion should be reversed.

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19 3) Plaintiff has a right to know what she is expected to defend at trial. Rule
20 12(b)(6) needs to be followed by the Defendants and they need to state their claims based
21 on real evidence and not on fraudulent affidavits. Rule 60(b)(3) applies. If it is still the
22 position of the Defendants that specific covenants have not been enforced in 30-plus
23 years, then they must state a claim pursuant to Rule 12 (b)(6) of what Deed Restrictions
24 they are now claiming have been "completely abandoned". Plaintiff should not be
25 subjected to inferring what sections of the Declaration that the Defendants are now
26 claiming for which she is expected to defend at trial. Ongoing delays caused by attorney
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1 Oehler includes delaying Injunctive Relief based on Fraud (“for sale” signs), delaying
2 Rule 19 for the Defendant’s to join parties dates back to 2020 and then this attorney uses
3 a court to abuse discretion for Rule 19 and authors the Order for the party who files a
4 Complaint to join the parties when common sense and the rule of law on cases is for the
5 party who seeks abrogation to join parties. He deliberately authored the Order with a
6 Rule 54 (b) Final Judgment so it would be unappealable. All of these issues are subject to
7 Rule 60(b)(6). For Plaintiff’s former attorney to not know Rule 54(b) was unappealable
8 and to charge the Plaintiff with attorney fees and filing fees for his Appeal was
9 incompetent. What appears to have been collusion between that former attorney and
10 attorney Oehler for the Order for Plaintiff to join the parties with no restraint on the cost
11 involved as Plaintiff had requested of her attorney and then not communicating what he
12 was agreeing to was further incompetence. This Court competently sought and found the
13 missing link of the lack of a Notice that was the responsibility of the former Court and
14 responsibility of attorney Oehler who knew full well that the Service Packet required that
15 Notice to Property Owners. Oehler kept it a secret from the Plaintiff who had to keep
16 filing documents that changed the language of the Summons and Waiver of Service
17 forms in her effort to prevent the fraudulent claim that she was suing over 400
18 Indispensable Parties among the 221 Assessor Parcel Numbers. This Court now expects
19 the Plaintiff to mail his signed Notice to Property Owners that makes the same mistake
20 (Rule 60 (b)(1)). Plaintiff has no grounds for suing these parties. Attorney Oehler appears
21 to be intent on causing Plaintiff harm from a disgruntled Indispensable Party or death
22 from stress as occurred in Plaintiff’s husband’s death in three (3) cases to date with
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1 collusion among other attorneys including the County Attorney and other defense
2 counsels to help him win at all costs. That is his modus operandi. Many Rule 60
3 paragraphs are fit for these actions in reversing the attorney fees for the defendants.
4 Attorney fees for the June 12, 2023 Motion for the Defendants to follow Rule 12(b)(6)
5 should be reversed.
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8 **CONCLUSION**


9 In closing, all attorney fees from these defendants and double damages from
10 attorney Oehler are justified for their actions in this matter of punishing the Plaintiff for
11 Motions seeking justice. This Plaintiff may have authored her motions, affidavits,
12 applications, orders, replies and responses unartfully but it does not rise to a level of
13 dishonesty as every misdeed managed by the courts has allowed to occur under attorney
14 Oehler's schemes.
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17 The time has come for permanent Injunctive Relief to be Granted by this Court.

18 The time has come for Granting Plaintiff's Motion for Leave to Amend the
19 Complaint and bring in all of the parties known to date who are subject to violating the
20 CC&Rs and for violating County resolutions that were to be the failsafe measure for the
21 Contract on setbacks.
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23 The weight of evidence to reverse attorney fees is clearly in favor of the
24 Plaintiff.
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26 **RESPECTFULLY SUBMITTED** this 6th day of November, 2023.

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NANCY KNIGHT
Plaintiff Pro Per

1 **COPY** of the foregoing was e-mailed on November 6, 2023 to:
2 **djolaw10@gmail.com Daniel Oehler, Attorney for the Defendants**
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4 **kalerma@courts.az.gov Judicial Assistant to Judge Nielson**

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