IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
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LUBA SNOW DACE fka LUBA GONZALEZ

Appellant,

v.

ENRIQUE IVAN VELAZQUEZ-GONZALEZ,

Respondent.

Supreme Court No.: 92300 District Court No.: D-18-575860-D

DOCKETING STATEMENT CIVIL APPEALS

LUBA SNOW DACE
[redacted]

Pro Per

Docket 92300 Document 2026-16179

1. Judicial District: **Eighth** County: **Clark**

   Judge: **Heidi Almase** District Ct. Case No. **D-18-575860-D**

   Department: **X**

2. **Person filing this docketing statement:**

   Name: **Luba Snow Dace** *Pro Per*

   [redacted]

   Clients name(s) (if represented by counsel)

   If this is a joint statement by multiple appellants, add the names and addresses of the other appellants and, if applicable, the names of their counsel and have them sign the certification below.

   None.

3. **Nature of disposition below (check all that apply):**

   ☐ Judgment after Bench trial
   ☐ Judgment after Jury verdict
   ☐ Summary Judgment
   ☐ Default Judgment
   ☐ Grant/Denial of NRCP 60(b) relief
   ☐ Grant/Denial of injunction

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☐ Dismissal:

- ☐ Lack of Jurisdiction
- ☐ Failure to state a claim
- ☐ Failure to prosecute
- ☐ Other (Specify):

☒ Divorce Decree:

- ☐ Original
- ☒ Modification

☐ Grant/Denial of declaratory relief

☐ Review of agency determination

☒ Other disposition (specify): **Denial of motion to reconsider (in combined post-decree modification order)**

4. **Does this appeal raise issues concerning any of the following?**

☒ Child Custody
☐ Venue
☐ Termination of parental rights

5. **Pending any prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

84579, Gonzalez vs. Velazquez-Gonzalez

90570, Gonzalez vs. Velazquez-Gonzalez

6. **Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g. bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

   None.

7. **Nature of the action.** Briefly describe the nature of the action and the result below:

   Combined post-decree family-court order involving custody/visitation and legal-custody (medical decision-making) issues. The district court entered a February 17, 2026, order that (1) modified/shortened Winter Break and electronic visitation (including a 15-minute video-call limit), (2) denied Appellant's countermotion to revise/clarify holiday provisions and for medical decision-making relief, and (3) denied Appellant's reconsideration motion concerning the prior medical-decision ruling.

8. **Issues on Appeal:** State concisely the principal issues(s) in this appeal:

   1. **Whether the district court abused its discretion in violating due process by sua sponte imposing a 15-minute limit on video calls/electronic visitation without giving Appelant an opportunity to oppose or respond.**
   2. **Whether the district court abused its discretion by modifying Winter Break upon stipulation when no stipulation or agreement occurred on what was actually a contested issue.**
   3. **Whether the district court abused its discretion in denying Appellant's countermotion to revise and clarify all holiday provisions (not just Winter Break), given the holiday schedule was based on when Parties had joint-physical custody.**
   4. **Whether the district court erred by resolving holiday and medical decision-making disputes (including Appellant's countermotion and**

reconsideration-related medical issues) without an evidentiary hearing where material facts were disputed.

5. **Whether the district court applied the wrong legal standard to the medical decision-making disputes in the February 17, 2026, combined order, including by treating a present medical impasse as a custody-modification issue requiring a substantial-change/adequate-cause threshold.**
6. **Whether the district court lacked jurisdiction to modify overlapping custody/visitation terms (including Winter Break and electronic visitation restrictions) while a prior physical custody appeal was pending.**

9. **Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

   None.

10. **Constitutional issues:** Does this appeal challenge the constitutionality of a Nevada Statute or ordinance?

   ☒ No. Continue to #11

   ☐ Yes:

   a. Identify the Nevada Statute or ordinance being challenged:

   b. Is the State, any State agency, or a state office or employee a party to this appeal in an official capacity?

   ☐ Yes ☐ No

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11. Other issues.

a. Does this appeal involve any of the following issues?

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions.
- ☐ A ballot question

b. If so, explain:

12. Assignment to the Court of Appeals or retention in the Supreme Court.

Briefly set forth whether the matter is retained by the Supreme Court or presumptively assigned to the Court of Appeals under NRAP 17 and cite the subparagraph(s) of the rule under which the matter falls.

The matter is presumed to be assigned to the Court of Appeals under NRAP 17(b)(10) Cases involving family law matters other than termination of parental rights or NRS Chapter 432B proceedings.

13. Trial. If this action proceeded to trial, how many days did the trial last?

No trial; matters resolved by in-chambers motion decision

Was it a: ☐ bench trial ☐ jury trial

14. Judicial Disqualification. Do you intend to file a Motion to disqualify or have a justice/judge recuse him/herself from participation in this appeal? See NRAP 35. If so, which Justice/Judge?

☐Yes ☒ No

15. **Oral argument**. Would you object to submission of this appeal for disposition without oral argument?

☐ Yes ☒ No

TIMELINESS OF NOTICE OF APPEAL

16. Date the written judgement(s) or order(s) appealed from was/were filed in the district court:

February 17, 2026 (combined post-decree order).

If no written judgement or order has been filed in the district court, explain the basis for seeking appellate review:

17. Date written notice of entry of the judgment(s) or order(s) was/were served:

February 17, 2026.

Was served by:

☒ Electronic or personal delivery

☐ Mail

18. Were any motions seeking relief under NRCP 50(b), 52(b), or 60 or seeking rehearing or reconsideration filed in the district court either before or after the notice of appeal was filed? (attach a copy of the motion).

☐ No, continue to #19

☒ Yes:

a. Specify the type of Motion and the date the motion was filed in the district court (check all that apply)

☐ NRCP 50(b) Date filed:

☐ NRCP 52(b) Date filed:

☐ NRCP 59 Date filed:

☐ NRCP 60 Date filed:

☒ Rehearing/Reconsideration Date filed: September 16, 2025

b. Date the Motion was served: **September 16, 2025**

c. How was the Motion served: **Electronic**

d. Date the written order resolving the motion was filed: **February 17, 2026.**

e. Date written notice of entry of the order resolving the motion was served: **February 17, 2026.**

f. Was service by:

☒ Electronic or personal delivery

☐ Mail

19. Are there any motions other than those identified in #18 above still pending in the district court?

☐ Yes. Identify the motion and date it was filed in the district court:

☒ No.

20. Date the notice of appeal was filed in the district court:

March 9, 2026.

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the appeal:

N/A

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21. Specify the statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other:

NRAP 4(a).

SUBSTANTIVE APPEALABILITY

22. Specify the statute or other authority granting this court jurisdiction to review the judgement or order appealed from:

a.

☐ NRAP 3(A)(b)(1)	☐ NRAP 3(A)(b)(2)
☐ NRAP 3(A)(b)(3)	☐ NRAP 3(A)(b)(4)
☐ NRAP 3(A)(b)(5)	☐ NRAP 3(A)(b)(6)
☒ NRAP 3(A)(b)(7)	☒ NRAP 3(A)(b)(8)
☐ NRAP 3(A)(b)(9)	☐ NRAP 3(A)(b)(10)
☐ NRAP 3(A)(b)(11)	☐ NRAP 3(A)(b)(12)
☐ NRS 38.205	☐ NRS 233.B150
☐ NRS 703.376	☒ Other (specify): merger doctrine

b. Explain how each authority provides a basis for appeal from the judgment order:

NRAP 3A(b)(7) provides jurisdiction because the February 17, 2026 order is a **post-judgment family-court order** that **modifies/affects child custody or visitation-related provisions**, including Winter Break and electronic visitation/video-call terms.

NRAP 3A(b)(8) provides an additional basis because the February 17, 2026 order is a **special order entered after final judgment (the divorce decree)** and resolves post-decree motions/countermotions, including denial of reconsideration-related relief and other post-judgment requests.

Also appealed are interlocutory orders because Appellant appeals the February 17, 2026 combined written, final dispositive order, and the challenged rulings and procedural determinations resolved leading up to that order (including matters submitted for chambers decision on January 14 and January 28, 2026) are reviewable as merged into the appealed order. Appellant's issues include whether the district court misapplied Nevada's Rooney/Myers adequate-cause/prima-facie screening standard to deny an evidentiary hearing on disputed custody/visitation and medical issues, whether the order lacked required best-interest analysis (Arcella/Davis), whether the medical dispute was analyzed under the wrong framework (including joint-legal-custody medical impasse/tie-break principles), and whether the district court acted without remand while a related custody appeal was pending (Huneycutt/Mack-Manley).

23. List all parties involved in the action or consolidated actions in the district court:

a. Parties:

Luba Snow Dace

Enrique Ivan Velazquez-Gonzalez

b. If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

N/A.

24. Give a brief description (3 to 5 words) of each party's separate claims counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

- Enrique: Winter Break clarification (NRCP 60(a)/clerical error).

Disposed 02/17/2026 (granted in part).

- Luba: Opposition + countermotion (all holiday revisions / medical decision-making / video-call relief). Disposed 02/17/2026 (denied).

- Luba: Reconsideration of July medical ruling (tolling). Disposed 02/17/2026 (denied).

25. Did the judgment or order appealed from adjudicate ALL of the claims alleged below and the rights and liabilities of ALL of the parties to the action or consolidated actions below?

☒ **Yes** ☐ No

26. If you answered "No" to question 25, complete the following:

a. Specify the claims remaining pending below:

N/A

b. Specify the parties remaining below:

c. Did the district court certify the judgement or order appealed from as a final judgment pursuant to NRCP 54(b)? ☐ Yes ☐ No

d. Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment? ☐ Yes ☐ No

27. If you answered "No" to any part of question 26, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

N/A

28. Attach file stamp copies of the following documents:

· The latest-filed complaint, counterclaims, cross-claims, and third party claims.

· Any motion(s) identified in questions 18 and the order(s) resolving the motion(s).

- Any motions identified in question 19
- Orders or NRCP 41(a)(1) dismissals that formally resolve each claim, counterclaim, cross-claim and/or third-party claim asserted in the action or consolidated action below, even if not at issue on appeal.
- All orders that finally disposes of any parties in the action below, even if not at issue on appeal.
- Any other order challenged on appeal.
- Notices of entry for each attached order.

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information, and belief, and that I have attached all required documents to this docketing statement.

DATED this 8th day of April 2026.

/s/Luba Snow Dace
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

CERTIFICATE OF SERVICE

I certify that on this 8th day of April 2026, I served a copy of this **DOCKETING STATEMENT CIVIL APPEAL** upon all partied to the appeal as follows:

☒ By mailing it by first-class mail with sufficient postage prepaid to the following address:

Enrique Velazquez-Gonzalez
[redacted]

Dated this 8th day of April 2026.

/s/Luba Snow Dace
LUBA SNOW DACE
In Proper Person

Electronically Filed
7/9/2025 6:08 PM
Steven D. Grierson
CLERK OF THE COURT

MOT

Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
MCFARLING COHEN FIC & SQUIRES
[redacted]
Attorney for Plaintiff,
Luba Dace fka Luba Gonzalez

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, vs. ENRIQUE GONZALEZ, Defendant.	Case Number: D-18-575860-D Department: X Oral Argument Requested: ☒Yes ☐ No

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY

TO: Defendant, Enrique Gonzalez, and his attorney, Melvin Grimes, Esq.

NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS MOTION WITH THE CLERK OF THE COURT AND PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE

COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW Plaintiff, Luba Dace, fka Luba Gonzalez, by and through her attorney, Emily McFarling, Esq. and Summer Squires, Esq. of McFarling Cohen Fic & Squires, and hereby moves the Court for an Order:

1. Awarding Plaintiff temporary sole medical decision making authority for the minor child;
2. Enforcing the Parties Divorce Decree Paragraph 9.8;
3. Awarding Plaintiff attorney's fees and costs; and,
4. For any other relief this Court deems fair and appropriate.

This Motion is made and based on the Memorandum of Points and Authorities set forth below, the Declaration of Luba Dace, fka Luba Gonzalez attached hereto, all papers and pleadings on file herein, and evidence presented by counsel, if any, at the hearing.

DATED this 9th day of July, 2025.

MCFARLING COHEN FIC & SQUIRES
/s/ Summer Squires
Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
[redacted]
Attorney for Plaintiff,
Luba Dace, fka Luba Gonzalez

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MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

A. Parties' Background

Plaintiff, Luba Dace, (hereinafter "Luba") and Defendant, Enrique Gonzalez, (hereinafter "Enrique") divorced on December 8, 2021. The parties currently share joint legal custody, with Defendant maintaining primary physical custody of their minor child, [redacted]

Paragraph 9.8 of the parties' Martial Settlement Agreement provided clear guidelines and requirements regarding the parties' communication concerning [redacted]

> 9.8 Communication by Talking Parents. The parties agree they shall continue to utilize Talking Parents for all nonemergency communications, meaning that only in the event of a emergency involving the child shall they communicate by phone or text, and that routine communication shall be in written form via Talking Parents, unless the parties mutually agree otherwise. The parties shall check Talking Parents messages and open them, and respond **no later than within 24 hours of the message being sent[1].**

B. Doctor's Clear Recommendation and Referral

[redacted] urgently requires orthodontic treatment as documented by Dr. Joseph Dougherty of Truman Orthodontics in his diagnostic letter dated June 10, 2025[2]. During a routine dental check-up on May 12, 2025, [redacted] primary dentist identified

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[1] Page 13 of the Parties' Martial Settlement Agreement incorporated into the Parties' Stipulation Decree of Divorce.

[2] Exhibit 1, Recommendation letter on June 10, 2025.

significant dental crowding and issued a referral for evaluation by an orthodontic specialist[3].

Luba acted promptly by scheduling the earliest available appointment with Truman Orthodontics for further assessment and treatment planning. Dr. Dougherty at Truman Orthodontics, diagnosed significant orthodontic concerns, including a narrow upper arch form, excessive vertical overlap and overjet, and **high-risk mesioangulated teeth** (#6 and #11), explicitly recommending **immediate** intervention to prevent future invasive surgeries, complications, and lifelong dental issues."

Dr. Dougherty explicitly stated that delaying treatment increases the risk of permanent tooth damage, potential tooth loss, and future invasive dental procedures:

> *"**Timing is everything**, and it is **not recommended to wait** to begin Phase I. Failure to follow through with the recommended treatment could lead to several long-term consequences, including: ... continued misalignment; risk of impaction: ...leading to complex surgical intervention; jaw and bite issues; reduced functionality; increased difficulty in treatment: if crowding ... not addressed early with Phase I, later treatment is likely to be more difficult, take longer, and require more extensive interventions, ... tooth extractions or surgical procedures."* [4]

C. <u>Defendant's Inaction</u>

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[3] Exhibit 4, Referral to an Orthodontist on June 9, 2025.
[4] Exhibit 1, Recommendation letter on June 10, 2025.

Enrique, despite documented medical necessity, actively obstructs this treatment, misrepresents the urgency, feigns ignorance of explicitly outlined health risks, and on at least one occasion—June 10, 2025, attempted to cancel scheduled dentist appointment [5]. Enrique lacks professional expertise, yet he continues substituting his personal judgment over established medical advice, thereby placing the minor child at risk.

Defendant stated on Talking Parents (June 10, 2025):

> *"To be clear, the orthodontist did not say it was a necessary step and stated it was ok to monitor her growth… [redacted] is not having any functional issues… there's no medical need to intervene right now.[6]"*

This contradicts the explicit written recommendation provided by Dr. Dougherty, emphasizing immediate orthodontic intervention to prevent severe dental consequences.

Enrique further explicitly stated on June 9, 2025: "*I do not consent to any treatment at this time*." [7]

Additionally, Enrique ceased communication regarding this urgent issue following Plaintiff's message on June 12, 2025, for eighteen (18) days despite Paragraph 9.8 of the Divorce Decree dated December 8, 2021, explicitly mandates the responses to co-parenting communications within 24 hours.:

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[5] Exhibit 2, Talking Parents Messages between the Parties. Page 4.
[6] Exhibit 2, Talking Parents Messages between the Parties. Page 3.
[7] Exhibit 2, Talking Parents Messages between the Parties. Page 10.

> "*The referral we got on Monday from an orthodontist is for [redacted] dentist at Mt. Edge pediatrics, for extraction of her 2 baby teeth. A necessary procedure to start phase 1 of her treatment. My understanding is that you are not on board to extract the baby teeth. July 11 appointment is with Culinary dentist to get her in with in-network provider. Lmk if you have* ***changed your mind after reading recommendations letter*** *so we can start the treatment asap*." [8]

However, Enrique viewed and downloaded attached documentation on June 12, 2025, yet failed to respond so Luba sent a follow-up message on June 25, 2025, 18 days later way beyond the 24 hours requirement set forth in the parties' Martial Settlement Agreement:

> [redacted] *dentist called me today to schedule an appointment for the extraction of her 2 teeth (per orthodontist's referral). I'm still waiting on your answer about starting the treatment for* [redacted]

At the time of filing this motion, it has been a month since Dr. Joseph Dougherty's recommendation. The timeline of Luba's efforts to work with Enquire for the health and safety of the minor child as listed as follows:

June 9, 2025: Enrique explicitly refused consent.

June 10, 2025: Enrique misrepresented orthodontist's advice and requested cancellation of an upcoming appointment to get the child seen by an in-network dentist on July 11.

June 12, 2025: Enrique viewed critical documents but ceased all further communication.

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[8] Exhibit 2, Talking Parents Messages between the Parties. Page 5.
[9] Exhibit 2, Talking Parents Messages between the Parties. Page 5.

June 25, 2025: Follow-up message sent by Luba, again unanswered by Enrique.

June 30, 2025: Enrique delayed responding for 18 days, after which he unilaterally determined against explicit professional medical advice that the child does not currently require any orthodontic treatment, thereby continuing to ignore and contradict medical recommendations[10].

D. EDCR 5.501 Efforts

On July 3, 2025, Luba sent letter with exhibits to Enrique through counsels as the last effort to resolve this issue before seeking court intervention. There is no response provided by Enquire at the time of filing this Motion.

This motion follows.

II. LEGAL ARGUMENT

A. The Court Should Award Luba Temporary Sole Legal Authority to Make Medical Decisions for the Minor Child.

Pursuant to NRS 125C.0065, when joint custodians cannot agree on essential decisions regarding the child's welfare, the Court is explicitly authorized to intervene, ensuring the child's best interests and health are prioritized.

Immediate judicial intervention is crucial here to prevent significant and irreversible harm to [redacted] dental health. Nevada precedent explicitly supports court intervention in circumstances of medical neglect or obstruction of necessary healthcare (*Rivero v. Rivero*, 125 Nev. 410; *Mack v. Ashlock*, 112 Nev. 1062).

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[10] Exhibit 2, Talking Parents Messages between the Parties. Page 3-5, 10.

Defendant's repeated disregards of medical recommendations, his unilateral and unsupported medical decisions, and his ongoing breaches of explicit court orders regarding communication (Paragraph 9.8 of the Divorce Decree) necessitate immediate judicial intervention and modification of custody to grant Plaintiff sole or final decision-making authority as held appropriately in *Wallace v. Wallace*, 112 Nev. 1015.

This position is underscored by the Nevada Supreme Court in *Rivero v. Rivero*, 125 Nev. 410, 428 (2009), emphasizing the child's welfare as paramount, particularly in decisions involving essential medical or dental treatment. As further support, Nevada courts have consistently intervened where delays or obstruction of medically necessary procedures posed risks of long-term harm (*see, e.g.*, *Mack v. Ashlock*, 112 Nev. 1062, 1068 (1996)).

B. <u>The Court Should Award Luba Attorney's Fees and Costs.</u>

Luba requests attorney fees pursuant to NRS 18.010(2)(b), on grounds Enrique's actions in refusing necessary medical treatment and actively obstructing medically necessary orthodontic procedures were without reasonable grounds, causing unnecessary legal expenses. Enrique's conduct constitutes an unreasonable refusal to cooperate in essential matters affecting the child's welfare.

the Court should award reasonable attorney's fees and costs to Luba in the amount of $3,000 for seeking to enforce the orders. If necessary, Luba will submit

the appropriate Memorandum of Fees and Costs, outlining the appropriate factors under *Brunzell v. Golden Gate National Bank*[11], and will submit her redacted billing statements in accordance with *Love v. Love*[12].

III. CONCLUSION

BASED ON THE FOREGOING, Plaintiff, Luba Dace fka Luba Gonzales requests this Court issue an Order:

1. Awarding Plaintiff temporary sole medical decision making authority for the minor child;
2. Enforcing the Parties Divorce Decree Paragraph 9.8;
3. Awarding Plaintiff attorney's fees and costs; and,
4. For any other relief this Court deems fair and appropriate.

DATED this 9th day of July, 2025.

MCFARLING COHEN FIC & SQUIRES

/s/ Summer Squires
Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
[redacted]
Attorney for Plaintiff,
Luba Dace fka Luba Gonzales

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[11] *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969).
[12] *Love v. Love*, 114 Nev. 572, 959 P.2d 523 (1996).

DECLARATION OF LUBA DACE

1. I, Luba Dace, declare that I am competent to testify to the facts contained in the preceding Motion.
2. I have read the preceding Motion, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.
3. The factual averments contained in the preceding Motion are incorporated herein as if set forth in full.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 USC § 1746), that the foregoing is true and correct.

EXECUTED this 7/9/2025.

Luba Snow Dace
ID CyCNzHW9cMyAtCPxwqWyqNn7

Luba Dace

CERTIFICATE OF SERVICE

The undersigned, an employee of McFarling Cohen Fic & Squires, hereby certifies that on this 9th day of July, 2025, served a true and correct copy of Plaintiff's Notice of Motion and Motion for Temporary Sole Medical Decision Making Authority:

__X___ via mandatory electronic service by using the Eighth Judicial District Court's E-file and E-service System to the following:

MELVIN R. GRIMES, ESQ.
[redacted]
Attorney for Defendant

/s/ Marisol Hernandez
Marisol Hernandez

eSignature Details

Signer ID:	**CyCNzHW9cMyAtCPxwqWyqNn7**
Signed by:	Luba Snow Dace
[redacted]	
IP Address:	108.147.174.82
Signed at:	Jul 9 2025, 12:36 pm PDT

Electronically Filed
7/31/2025 4:34 PM
Steven D. Grierson
CLERK OF THE COURT

OPPC
Amanda M. Roberts, Esq.
State Bar of Nevada No. 9294
ROBERTS STOFFEL FAMILY LAW GROUP
[redacted]
Velazuez-Gonzalez

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA GONZALEZ kna DACE, Plaintiff, v. ENRIQUE VELAZUEZ-GONZALEZ, Defendant.	)	Case No: D-18-575860-D Dept No: X

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY; AND COUNTERMOTION FOR A RECALCULATION OF CHILD SUPPORT AND ATTORNEY FEES AND COSTS. DECLARATION OF ENRIQUE IVAN VELAZUEZ-GONZALEZ.

MEMORANDUM OF POINTS AND AUTHORITIES

I.
ISSUES

1. Luba's request for temporary sole medical decision making authority should be denied;
2. Luba's request to enforce the Parties Decree of Divorce at Paragraph 9.8 should be denied;

3. Luba's request for an award of attorney fees and costs should be denied;
4. Enrique's request for child support to be reset based upon a change in circumstance should be granted;
5. Enrique's request for attorney fees and costs should be granted; and
6. For any and all other relief the Court deems proper and just.

II.
IMPACT OF PENDING APPEAL

On April 24, 2025, Luba filed a Notice of Appeal and Case Appeal Statement. Pursuant to the Case Appeal Statement, Luba provides that the Appeal involves "a post-decree child custody modification action. The District Court awarded primary physical custody to Respondent [Enrique] after a bench trial." The Appeal involves physical custody whereas, the matter presently pending before the Court involves legal custody.

"Although, when an appeal is perfected, the district court is divested of jurisdiction to revisit issues that are pending before this court, the district court retains jurisdiction to enter orders on matters that are collateral to and independent from the appealed order, i.e., matters that in no way affect the appeal's merits." *Mack v. Manley* 122 Nev. 8946, 138 P.3d 525 (2006), *citing Kantor v. Kantor*, 116 Nev. 886, 895, 8 P.3d 825, 830 (2000) (*citing Bongiovi v. Bongiovi*, 94 Nev. 321, 579 P.2d 1246 (1978)). Enrique believes because the issues relate to legal verses physical custody, it may be appropriate for the District Court to rule on issues presented in Luba's Motion. If the Court disagrees with this position, Enrique asserts that the appropriate manner in which to handle the issues before the Court

would be for Luba to seek relief pursuant to *Huneycutt v. Huneycutt*, 94 Nev. 79, 575 P.2d 585 (1978).

III.
STATEMENT OF FACTS

The Parties, Luba Dace ("Luba") and Enrique Velazuez-Gonzalez ("Enrique"), were divorced pursuant to a Decree of Divorce filed on December 18, 2021. The Parties have one (1) minor child, to wit: [redacted] Gonzalez [redacted] born on [redacted] [redacted] is Nine (9) years old.

Relevant Procedural History:

On December 8, 2021, the Decree of Divorce was filed which incorporated a Marital Settlement Agreement granting the Parties joint legal custody and joint physical custody with the Parties exercising a week on, week off schedule with exchanges on Wednesdays (drop off at school or 9:00 a.m., if there is no school). The Marital Settlement Agreement contained language that the Parties would communicate through Talking Parents and all messages would be checked and opened within twenty-four (24) hours and if a message was required respond in that timeframe.

On January 2, 2025, the Court issued Finding of Fact, Conclusions of Law, and Orders (Post-Judgment). Therein, the Court awarded Enrique primary physical custody of [redacted] subject to Luba's right to visitation except in the third weekend

of the month from Friday after school or 3:00 p.m. if there is no school until Monday when school resumes or 9:00 a.m. if there is no school.

On January 21, 2025, Luba filed a Motion for Reconsideration.

On January 30, 2025, Enrique filed an Opposition to the Motion for Reconsideration and a Countermotion for Attorney Fees and Costs.

On April 11, 2025, the Court issued an Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et. al. Therein, the Court found that "Luba's plea for relief multiplied the costs of litigation without just cause and did so unreasonably and vexatiously."[1] Moreover the Court found that "Luba significantly misstated the Order of the Court in her motion."[2] Therein, the Court determined that Luba's gross monthly income was $1,904.44 including tips, but when calculated by the Court her income was $1,851.46 and set child support at $301.00 effective January 1, 2025.

On April 24, 2025, Luba filed a Notice of Appeal and Case Appeal Statement.

On July 9, 2025, Luba filed the pending Motion before the Court which is the subject of this Opposition. On July 10, 2025, she filed the Exhibits to said Motion and a Financial Disclosure Form.

[1] *See* page 21, lines 2 through 8.
[2] *Id.*

On July 11, 2025, the Court issued an Order Denying Movant's Ex Parte Request for Order.

On April 29, 2025, Enrique filed a Memorandum of Attorney's Fees and Costs. The Court Ordered granted Enrique until April 30, 2025 to file his Memorandum of Attorney Fees and Costs, therefore, this request was timely filed by Enrique. *A ruling on this request remains outstanding in this matter. {EMPHASIS ADDED}*

On May 13, 2025, Luba filed an Objection to Enrique's Memorandum of Attorney Fees and Costs.

Background History:

On or about June 7, 2205, Luba created an event through Talking Parents titled "Braces appointment" stating it was June 9, 2025 at 7:30 a.m. and in details listed [redacted] getting braces[.]"[3]

On or about June 9, 2025, Luba communicated through Talking Parents a desire to move forward with teeth extraction and treatment.[4]

On or about June 10, 2025, Enrique responded to the Talking Parents communication indicating that his opinion of the recommendation was different and

[3] A copy of the Talking Parents event is attached to the companion filing as **Exhibit "A"** and is fully incorporated herein by reference.

[4] A copy of the Talking Parents communication is attached to the companion filing as **Exhibit "B"** and is fully incorporated herein by reference.

raised issues regarding costs as the treatment was not "medically necessary." Luba responded the same day asking for Enrique to reconsider.

On July 10, 2025, Enrique received communication from Truman Orthodontics ("Truman") regarding his questions and concerns for treatment.[5] Therein, it was communicated that [redacted] teeth are "slightly crowded[.]" The communication goes on to stated that extraction of the baby teeth "could help create space for the adult teeth in front of them to come in – but it's important to note that this may not leave enough room for adult canines behind them, which could create other spacing challenges down the road." Most importantly, Truman indicated that the "Phase I treatment is considered "preventive," as [redacted] teeth are not causing any severe medical or dental issues yet. If you choose to wait, we can absolutely monitor her development…"

Enrique has confirmed that the treatment is not deemed "medically necessary" and Truman Orthodontic has indicated a six (6) month wait and see approach could be employed. As Truman Orthodontic is outside of network, Phase I of the plan will cost $8,000.00. As such, Enrique has contacted an in-network dentist through his insurance with culinary and [redacted] is scheduled for a second opinion through a referral from the insurance company.

[5] A copy of the referenced email is attached to the companion filing as **Exhibit "C"** and is fully incorporated herein by reference.

On June 12, 2025, Enrique sent the recommendation letter to Luba that he received as outlined herein above. Enrique asked that the upcoming appointment was with Dr. Hyer and not Truman. Luba responded "please refer to Dentist[.]" She then sent a follow up referring to prior Talking Parents chat. The Parties went back and forth on this issue through multiple Talking Parents communication. They left off with a request that Enrique review something obtained by Luba, and let her know if it changed his mind.

On June 24, 2025, Luba informed Enrique that she received communication from the dentists, not Truman, about extraction and asked for an update or answer.

On June 30, 2025, Enrique again reiterated his position regarding the treatment including obtaining a second opinion and looking for something in network as Truman is not covered by any insurance in place for [redacted]

On July 9, 2025, Enrique sent a message regarding a second opinion and obtaining a referral for an in-network provider.

On July 10, 2025, the Parties communicated through Talking Parents as the scheduled appointment the next day was not going to be covered by insurance. Enrique indicated he would communicate with the office to get a referral for a second opinion for an in network provider.

On July 11, 2025, the Parties went back and forth through Talking Parents regarding cancellation and finding an in network provider for [redacted]

Over the next couple of days, the parents have continued arguing regarding treatment for the minor child.

Financial Disclosure Form:

On July 10, 2025, Luba filed a Financial Disclosure Form which inaccurately states her income. According to her to paycheck through June 22, 2025, her year to date income not including all tips is $14,092.97. That is twenty-five (25) weeks into the year which means her gross income is $2,442.78 without reporting all of her tips. On the Financial Disclosure Form, she lists other income as $560.00 but is unclear the form of income. Based upon the actual gross monthly income plus her declared other income, Luba's gross monthly income is $3,002.78.

IV.
OPPOSITION

A. *Luba's request for temporary sole medical decision making authority should be denied.*

In this matter, the Parties are having a dispute regarding what medical treatment is necessary and appropriate for [redacted] Luba's response to that dispute, is to seek temporary sole legal custody so that she can make the decision. To be clear, this decision is treatment which has been deemed by the provided not to be "medically necessary" which it out of network with a price tag of $8,000.00. Enrique asserts that granting Luba temporary sole legal custody is not appropriate; rather, Enrique asserts that if the Court believes a *prima facia* case exists to consider the request that the Court is required to consider each parent's position and

"break the tie" regarding the issue. *Kelley v. Kelley*, 139 Nev. ___, 535 P.3d 1147 (Adv. Opn. No. 39, Sept. 28, 2023).

Pursuant to the holding in *Kelley*, the Court must consider the factors determined appropriate by the Nevada Supreme Court as follows:

> (1) the seriousness of the harm the child is suffering or the substantial likelihood that the child will suffer serious harm;
> (2) the evaluation or recommendation by a medical professional;
> (3) the risks involved in medically treating the child; and
> (4) if the child is of a sufficient age and capacity to form an intelligent preference, the expressed preference of the child.

Seriousness of Harm-

As Truman has indicated that the treatment is not "medically necessary" it is Enrique's position that the seriousness of harm to the minor child is low and the wait and see appropriate as proposed by Truman is the best option given the lack of in network coverage and cost. Moreover, given that Truman has indicated a six month wait and to see any appropriate options, Enrique should be given the opportunity to consult with an in network treatment provide for a second opinion and pricing.

Recommendation-

The Parties obtained two (2) different written documents from Truman's office. If they want to meet with them again for additional information and/or clarification, Truman wants to charge them $150.00. Truman's office has also

indicated that they do not get involved in child custody disputes, although it is unclear what that means related to [redacted] future treatment with the office.

Enrique asserts that the issue is dire as Truman's office has indicated it is not "medically necessary" for [redacted] Furthermore, Enrique is seeking a second opinion with a treatment provider covered by insurance.

Risk Involved-

Enrique has concerns about the proposed treatment based upon his communication with other regarding the necessity of additional treatment once the minor child's adult teeth are in place.

Child's Preference-

On January 2, 2025, the Court issued Finding of Fact, Conclusions of Law, and Orders (Post-Judgment) which was approximately seven (7) months ago. Therein, the Court made a finding, "The Court FINDS the minor child, [redacted] age (8), is of insufficient age and capacity to form an intelligent preference as to her physical custody."[6] As such, Enrique asserts that [redacted] preference should be given no consideration in this matter because she lacks capacity.

Enrique asserts that the issue is dire as Truman's office has indicated it is not "medically necessary" for [redacted] Furthermore, Enrique is seeking a second opinion with a treatment provider covered by insurance. Therefore, if the Court is

[6] *See* page 23, lines 19 through 23.

inclined to consider the matter, Enrique requests that the matter be set after the second opinion is set to take place on or about November 21, 2025.

B. *Luba's request to enforce the Parties Decree of Divorce at Paragraph 9.8 should be denied.*

EDCR § 5.503 (a) states in relevant part,

> Every motion, opposition, countermotion, and reply shall include points and authorities supporting each position asserted and an affidavit supporting all factual averments. Points and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule. The absence or deficiency of points and authorities may be construed as an admission that the filing is not meritorious, or as cause for denial of all positions not supported.

In this matter, Luba provides no legal authority for support of her position. A review of the communication through Talking Parents seems to indicate that both Luba and Enrique have not always responded within twenty-four (24) hours. There are times, when extensive communication occurs on the same day, Enrique acknowledges that he has failed to respond to all communication within twenty-four (24) hours. Therefore, he asserts to the Court that he will take every step possible to ensure that he responds to all communication through Talking Parents within twenty-four (24) hours.

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C. *Luba's request for an award of attorney fees and costs should be denied.*

In her Motion, Luba asserts that she should be awarded attorney fees pursuant to *NRS* § 18.010 (2)(b) as "Enrique's actions in refusing necessary medical treatment and actively obstructing medically necessary orthodontic procedures were without reasonable grounds, causing unnecessary legal expenses." The problem is that nothing in the information Luba obtained from Truman says it is medically necessary. In fact, Enrique clarified same in his Talking Parents communication to Luba on or about June 10, 2025, wherein he indicated that his opinion of the recommendation was different and raised issues regarding costs as the treatment was not "medically necessary." It is not unreasonable for Enrique to request a second opinion from an in network treatment provider when the procedures proposed by Truman cost $8,000.00.

V.
COUNTERMOTION

A. *Enrique's request for child support to be reset based upon a change in circumstance should be granted.*

NAC § 425.170 (1) once child support has been established future modifications must be based upon a change in circumstance. *NRS* § 145B.145 (4) provides that a change in circumstance is a twenty percent (20%) change in income. In this matter, Luba's prior income was determined to be $1,851.46 and her current

income is $3,002.78. As such, there has been a change in circumstances and child support should be reset effective August 1, 2025 as follows:

Income Information for Mom		
$3,002.78	$480.44	THIS IS UP TO $6k (16%)
$0.00	$0.00	THIS IS FROM $6K to $10k (8%)
$0.00	$0.00	THIS IS ABOVE $10k (4%)
Total	$480.44	

B. *Enrique's request for attorney fees and costs should be granted.*

NRS § 125C.250 states,

> Except as otherwise provided in NRS 125C.0689, in an action to determine legal custody, physical custody or visitation with respect to a child, the court may order reasonable fees of counsel and experts and other costs of the proceeding to be paid in proportions and at times determined by the court.

In this matter, Enrique alleges that there is substantial evidence which will establish that he has attempted to workout this issue with Luba without Court intervention. Enrique asserts that the Parties are having a difference of opinion and even when presented with information that the treatment was not "medically necessary" that Luba refused to withdraw her Motion.

When considering attorney fees, the Court must then consider the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). According to the Brunzell Factors are as follows:

1. The quality of advocacy;[7]
2. The character of the work to be done;[8]
3. The work actually performed by the lawyer;[9] and
4. The results obtained.

Quality of Advocacy

Enrique's Counsel has been practicing law since 2005 and focuses her practice area primarily in the area of family law, and she is licensed with the State Bar of Nevada. Enrique's Counsel participated in a weekly radio show geared at the Clark County community, focused on issues relative to family law.

Yearly, Enrique's Counsel attends continuing legal education classes to stay abreast of changes in the area of family law. Through a practice primarily in family law, Enrique's Counsel has drafted countless Motions, argued before the District Court and Hearing Master on issues related to domestic violence/custody/divorce/ adoption/termination of parental rights, brought and defended individuals at Trials and Evidentiary Hearings. Enrique's Counsel has sat pro tem for the Domestic

[7] When considering the quality of the advocacy the Court should look at the attorney's ability, training, education, professional standing, and skill.
[8] When considering the character of the work to be done the Court should look at the difficulty, intricacy, importance, time, skill required, the responsibility imposed, and the character of the Party when they have a relevancy to the litigation.
[9] When considering the work performed the Court should consider the skill, time, and attention given to the work.

Violence Hearing Master, has been appointed as a parenting coordinator by various Judges and acted as a guardian ad litem. Additionally, Enrique's Counsel has taken cases on Appeal to the Supreme Court of Nevada.

Character of Work Done

Due to the fact that Enrique's Counsel practices primarily in the area of family law, she has regularly dealt with issues involved in violations of terms of Family Court related Orders, custody disputes and relocation, child support enforcement, arrears, and wage assignments.

Work Performed

Enrique's Counsel maintains a billing system through a program called Pro Law. Counsel is prepared to file a Memorandum of Fees and costs. Counsel alleges that the fees are actually and necessarily incurred; moreover, the fees incurred herein are reasonable. The work done herein was straightforward and related to the Motion filed by Luba.

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VI.
CONCLUSION

1. Luba's request for temporary sole medical decision making authority should be denied;
2. Luba's request to enforce the Parties Decree of Divorce at Paragraph 9.8 should be denied;
3. Luba's request for an award of attorney fees and costs should be denied;
4. Enrique's request for attorney fees and costs should be granted; and
5. For any and all other relief the Court deems proper and just.

Dated this 31st day of July, 2025.

ROBERTS STOFFEL FAMILY LAW GROUP

By: /s/ Amanda M. Roberts, Esq.
Amanda M. Roberts, Esq.
State Bar of Nevada No. 9294
[redacted]
Ivan Velazuez-Gonzalez

DECLARATION OF ENRIQUE IVAN VELAZUEZ-GONZALEZ

I, Enrique Ivan Velazuez-Gonzalez, pursuant to *NRS* § 53.045, declare under penalty of perjury that the foregoing is true and correct.

1. I am the Defendant in the above-entitled action and am competent to testify to the matters contained herein. Declarant makes this declaration in support of the foregoing Opposition and Countermotion.

2. I have read the foregoing Opposition and Countermotion and can certify and attest that the facts contained therein are true of Declarant's own knowledge, except for those matter stated upon information and belief, and as to those matters, Declarant believes them to be true.

3. Declarant incorporates all the facts of the Opposition and Countermotion into this declaration as though fully set forth herein.

FURTHER DECLARANT SAYETH NAUGHT.

Dated this 31st day of July, 2025.

By: /s/ Enrique Velazuez-Gonzalez (see attached)
Enrique Ivan Velazuez-Gonzalez

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the 31st day of July, 2025, I served by and through Wiz-Net electronic service, pursuant Clark County District Court Administrative Order 14-2 for service of documents identified in Rule 9 of the N.E.F.C.R., the foregoing Defendant's Opposition To Plaintiff's Motion For Temporary Sole Medical Decision-Making Authority; And Countermotion For Attorney Fees And Costs. Declaration Of Enrique Ivan Velazuez-Gonzalez, to the following:

Emily McFarling, Esq.
[redacted]

By: /s/ Colleen O'Brien
An Employee of Roberts Stoffel Family Law Group

Colleen O'Brien

[redacted]

Sent: Thursday, July 31, 2025 4:23 PM
To: Colleen O'Brien
Cc: Salma Moreno; Amanda Roberts
Subject: Re: VELAZUEZ-GONZALEZ

Yes, please!

On Thu, Jul 31, 2025 at 4:20 PM Colleen O'Brien [redacted] wrote:

> I have made your requested revisions, do I have your approval to use your electronic signature and file it?

Colleen O'Brien

Paralegal to Amanda M. Roberts, Esq.

ROBERTS STOFFEL FAMILY LAW GROUP

[redacted]

(Office is located on a small side street, University)

[redacted]

[redacted]

[redacted]

WEB: lvfamilylaw.com

PLEASE REPLY ALL WHEN RESPONDING TO EMAILS

The contents of this email message are confidential in nature and intended solely for the individual as addressed. Should you receive this message in error, please delete and/or contact Roberts Stoffel Family Law Group at the number listed above.

Our office hours are Monday through Thursdays: 8:00 a.m. to 5:00 p.m. and Fridays: 8:00 a.m to 4:00 p.m.

MOFI

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Luba Gonzalez
Plaintiff/Petitioner

v.

Enrique Ivan Velazquez
Defendant/Respondent

Case No. D-18-575860-D

Dept. X

MOTION/OPPOSITION FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of $25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of $129 or $57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the $25 or $0 filing fee in the box below.

☑ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the $0, $129 or $57 filing fee in the box below.

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **$0** ☑ **$25** ☐ **$57** ☐ **$82** ☐ **$129** ☐ **$154**

Party filing Motion/Opposition: Defendant Date 07/31/25

Signature of Party or Preparer /s/ Colleen O'Brien

Electronically Filed
8/14/2025 5:41 PM
Steven D. Grierson
CLERK OF THE COURT

ROPP
Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
MCFARLING COHEN FIC & SQUIRES
[redacted]
Attorney for Plaintiff, Luba Dace.

EIGHTH JUDICIAL DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA DACE f/k/a LUBA GONZALEZ, Plaintiff, vs. ENRIQUE GONZALEZ, Defendant.	Case Number: D-18-575860-D Department: X Date of Hearing: August 27, 2025 Time of Hearing: 10:00 a.m.

PLAINTIFF'S REPLY TO THE DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION FOR TERMPORARY SOLE MEDICAL DECISION-MAKING AND OPPOSITION TO COUNTERMOTION FOR A RECALCULATION OF CHILD SUPPORT AND ATTORNEY'S FEES AND COSTS.

COMES NOW Plaintiff, Luba Dace, by and through her attorneys, Emily McFarling, Esq. and Summer Squires, Esq. of McFarling Cohen Fic &

Squires, and hereby submits the following reply to Defendant's Opposition and opposes Defendant's Countermotion requesting the Court issue an Order:

1. To Deny Enrique's Countermotion for recalculation of child support;
2. To Deny Enrique's request for attorney's fees and costs;
3. To Award Plaintiff temporary sole medical decision-making authority for the minor child;
4. To enforce the Parties Divorce Decree Paragraph 9.8;
5. To award Plaintiff attorney's fees and costs, and
6. For any other relief this Court deems fair and appropriate.

This Reply and Opposition is made and based on the Memorandum of Points and Authorities set forth below, the Declaration of Plaintiff attached hereto, all papers and pleadings on file herein, and evidence presented by counsel, if any, at the hearing.

DATED this 14th day of August, 2025.

MCFARLING COHEN FIC & SQUIRES

/s/ Summer Squires
Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
[redacted]
Attorney for Plaintiff, Luba Dace.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

A complete statement of the relevant facts is set forth in Luba's underlying Motion and Exhibits. In the interest of brevity, Luba only responds to new or different facts raised by Enrique.

II. STATEMENT OF FACTS

A. Dental Recommendation

On July 28, 2025, upon Enrique's request through counsel, the dentist's office sent a clarification email to Enrique's counsel directly copying the parties. Despite Enrique's Opposition and Countermotion being filed two days after said clarification email on July 31, 2025, he intentionally omitted said email to this Court.

In the July 28, 2025 email[1], the dentist office was very clear "**though we do not recommend delaying treatment**, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary." (emphasis added).

It is common sense that most dental work for children is not strictly medically necessary; however, it often serves an important cosmetic and developmental function, particularly for a pre-teen girl during formative social years. While Enrique

[1] Exhibit 5: Email from Dentist Office dated July 28, 2025.

focuses solely on the current $8,000 expense, he disregards the potential long-term consequences of delaying such treatment. Should the child's bottom teeth become increasingly crowded, the necessity for braces or other orthodontic intervention later in life will likely result in a significantly higher overall cost.

Moreover, Enrique refuses to contribute to the minor child's medical expenses including her health insurance premium. His outstanding unreimbursed medical expenses and premium for the minor child exceeded $2,500 in August of 2024[2]. His stated concern regarding the cost of treatment for the minor child is very disingenuous.

B. Luba's Income

Based on Luba's General Financial Disclosure Form filed on July 10, 2025, her average gross monthly income is $1,935. The current child support was determined based on her gross monthly income of $1,851.46. The change is less than 5%.

III. LEGAL ARGUMENT

A. This Court Has Jurisdiction to Award Luba Temporary Decision Making Authority.

Pursuant to *Huneycutt v. Huneycutt*, the District Court has limited jurisdiction to review a motion on **issues** for a case that is currently on appeal. *Huneycutt v.*

[2] Exhibit 6: see Parties' Talking Parents Messages.

Honeycutt, 94 Nev. 79, 575 P.2d 585 (1978) (emphasis added). However, Luba's Request is regarding the parties' joint legal custody concerning the minor child, which is not currently on appeal. The same reasoning applies to Enrique's request for a review of child support, even though the case is currently on appeal but there is clear that child support is not an issue on appeal.

In the event that this Court only inclines to grant Luba's request, she will file Notice to the Appellate Court and follow the procedure under NRCP 62.1.

Pursuant to *Huneycutt v. Huneycutt*, the district court has limited jurisdiction to review a motion on issues for a case that is currently on appeal.[3] The district court can hear such motions, and if the district court is inclined to grant the requested relief, the district court may certify its intent to do so. The moving party could then file a Motion with the Nevada Supreme Court seeking a remand to the district court for entry of the requested relief.

The Nevada Legislature codified the *Huneycutt* Procedure through NRCP 62.1. NRCP 62.1 provides:

> (a) **Relief Pending Appeal.** If a timely motion is made for relief that the court lacks authority to grant because of an appeal that has been docketed and is pending, the court may:
>
> (1) defer considering the motion;
>
> (2) deny the motion; or

[3] *Huneycutt v. Honeycutt*, 94 Nev. 79, 575 P.2d 585 (1978).

(3) state either that it would grant the motion if the appellate court remands for that purpose or that the motion raises a substantial issue.

(b) **Notice to the Appellate Court.** The movant must promptly notify the clerk of the supreme court under NRAP 12A if the district court states that it would grant the motion or that the motion raises a substantial issue.

(c) **Remand.** The district court may decide the motion if the appellate court remands for that purpose.

Here, should the Court state that it would grant Luba's request, Luba will promptly notify the clerk of the Supreme Court.

B. <u>Luba Should be Granted Temporary Sole Decision-Making Authority Regarding the Minor Child's Dental Issue.</u>

The seriousness of harm and risk involved of delaying treatment is clearly set forth in Luba's Exhibit 1 in her underlying Motion: **continued misalignment, risk of impacting leading to complex surgical intervention in the future, jaw and bite issues, reduced functionality, and increased difficulty in treatment[4].** (emphasis added.)

The dentist recommendation was also clear in the July 28, 2025 email, the dentist office was very clear "**though we do not recommend delaying treatment**, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary." (emphasis

[4] *See* Exhibit 1: Recommendation Letter on June 10, 2025.

added). It is important for the Court to note that despite Enrique's Opposition and Countermotion being filed two days after said clarification email on July 31, 2025, he intentionally omitted said email.

Luba agrees that the minor child is too young to give consideration of her preference, however, she has expressed pain and discomfort of her teeth to Luba.

All factors listed in *Kelley v. Kelley*[5] favor for the minor child to have two baby teeth extracted without further delay. Enrique's request to seek second opinion is essentially to delay the process as he could seek a second opinion from early June of 2025.

C. <u>The Court Should Deny Enrique's Request to Review Child Support.</u>

A child support order *may* be reviewed at any time based on changed circumstances.[6] A change in twenty percent (20%) or more in the gross monthly income of a person subject to a child support order shall be deemed changed circumstances *requiring* a review for modification of the order for the support of a child.[7]

In this case, there is no changed circumstances as Luba's income change is less than 5%. Therefore, Enrique's baseless request must be denied.

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[5] *See Kelley v. Kelley*, 139 Nev. ___, 535 P.3d 1147 (Adv. Opn. No. 39, Sept. 28, 2023).
[6] NRS 125B.145(4).
[7] NRS 125B.145(4).

D. <u>The Court Should Grant Luba's Request for Attorney's Fees and Costs and Deny Enrique's Request for Attorney's Fees and Costs.</u>

Enrique is seeking attorney fees under NRS 18.010(2)(b) as he considers Luba's motion is "without reasonable ground or to harass the prevailing party." However, Enrique is the one denying simple common sense that most dental work for children is not strictly medically necessary; however, it often serves an important cosmetic and developmental function, particularly for a pre-teen girl during formative social years.

At the same time, Enrique requests review of Luba's child support without any EDCR5.501 effort and any evidence besides baseless allegations should be consider as "without reasonable ground or to harass the prevailing party" under NRS 18.010(2)(b).

Therefore, the Court should grant Luba's request for attorney's fees and costs and deny Enrique's request for attorney's fees and costs.

IV. CONCLUSION

BASED ON THE FOREGOING, Luba Dace requests this Court issue an Order:

1. To Deny Enrique's Countermotion for recalculation of child support;
2. To Deny Enrique's request for attorney's fees and costs;
3. To Award Plaintiff temporary sole medical decision-making authority for the minor child;

4. To enforce the Parties Divorce Decree Paragraph 9.8;

5. To award Plaintiff attorney's fees and costs, and

6. For any other relief this Court deems fair and appropriate.

DATED this 14th day of August, 2025.

MCFARLING COHEN FIC & SQUIRES

/s/ Summer Squires

Emily McFarling, Esq.
Nevada Bar Number 8567
Summer Squires, Esq.
Nevada Bar Number 16453
[redacted]
Attorney for Plaintiff, Luba Dace.

DECLARATION OF LUBA DACE

1. I, Luba Dave, declare that I am competent to testify to the facts contained in the preceding Reply and Opposition.
2. I have read the preceding Reply and Opposition, and I have personal knowledge of the facts contained therein, unless stated otherwise. Further, the factual averments contained therein are true and correct to the best of my knowledge, except those matters based on information and belief, and as to those matters, I believe them to be true.
3. The factual averments contained in the preceding Reply and Opposition are incorporated herein as if set forth in full.

I declare under penalty of perjury, under the laws of the State of Nevada and the United States (NRS 53.045 and 28 USC § 1746), that the foregoing is true and correct.

EXECUTED this 8/14/2025.

ID fKPEJ7rguFUvGhYgfBhs3xC5

Luba Dace

CERTIFICATE OF SERVICE

The undersigned, an employee of McFarling Law Group, hereby certifies that on this 14th day of August, 2025, served a true and correct copy of Plaintiff's Reply to the Defendant's Opposition to Plaintiff's Motion for Temporary Sole Medical Decision-Making authority and Opposition to Countermotion for a recalculation of child support and attorney's fees and costs.

☒ via mandatory electronic service using the Eighth Judicial District Court's E-file and E-service System to the following:

Amanda M. Roberts, Esq.
[redacted]

/s/ Rebeca Renderos
Rebeca Renderos

eSignature Details

Signer ID: **fKPEJ7rguFUvGhYgfBhs3xC5**
Signed by: Luba Snow Dace
[redacted]
IP Address: 108.147.174.8
Signed at: Aug 14 2025, 5:09 pm PDT

Electronically Filed
08/29/2025 12:08 PM
CLERK OF THE COURT

ORDR

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, vs. ENRIQUE IVAN VELZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept. No: X

ORDER DENYING PLAINTIFF'S JULY 9, 2025 MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY;
AND
***PRELIMINARILY* GRANTING DEFENDANT'S COUNTERMOTION**
AND
RESOLVING MATTERS SCHEDULED FOR AUGUST 27, 2025 HEARING

This matter was scheduled for August 27, 2025 hearing on Plaintiff Luba (Luba) Gonzalez's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority; Defendant's Enrique (Enrique) Velazquez-Gonzalez's July 31, 2025 Opposition and Countermotion for Recalcuation of Child Support and Attorney Fees and Costs; and Luba's August 14, 2025 Reply. Luba is represented by her attorney of record, Emily McFarling; Enrique is represented by his attorney of record, Amanda Roberts.

This Court exercises authority granted it pursuant to NRCP 1 and EDCR 1.10 which provide district court dockets shall be administered to secure speedy, efficient and inexpensive determinations in every action. This Court exercises discretion granted it pursuant to EDCR 5.702(b) to decide this matter at any time and without oral argument. Accordingly, the Court

considers this written order RESOLVES and VACATES the August 27, 2025 hearing (with prior notice to counsels of record).

This is a post-judgment divorce proceeding involving one (1) minor child: [redacted] Gonzalez, born [redacted] (9 years old). The parties currently share JOINT LEGAL CUSTODY.[1] Enrique was awarded PRIMARY PHYSICAL CUSTODY with Luba's regular visitation the first, second, fourth, and fifth weekends of each month from Friday after school or, 3:00 PM if no school, to Monday to school or, 9:00 AM if no school.[2] The parties previously agreed to each parent having up to seven (7) days of specified vacation with the child per year with no less than thirty (30) days advance written notice.[3] The parties further stipulated to receipt of a written itinerary for travel with the child outside of Nevada to be provided to the other parent no later than fourteen (14) days prior to the trip.[4] An appropriate itinerary was stipulated to state all flights the child would take, the address where the child would stay each night of the trip, including hotel name if applicable and an emergency phone number for the child.[5] If border crossings took place on foot, the itinerary was ordered to include the dates of

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[1] See Stipulated Decree of Divorce at Exhibit 1, pp.8-9, Articles 9.1, 9.2, and 9.3 (Marital Settlement Agreement) (filed December 8, 2021).

[2] See Findings of Fact, Conclusions of Law, and Orders (Order) (Post-Judgment) at p.37, ll.7-13 (filed January 2, 2025). This Order is currently on appeal in *Gonzalez v. Velazquez-Gonzalez*, docket number 90570.

[3] See Stipulated Decree of Divorce at p.12, Article 9.5.

[4] Id. at pp. 12-13, Article 9.5.1.

[5] Id.

the border crossings.[6]

Luba's child support obligation was ordered $301 per month effective January 1, 2025 based on her gross monthly income of $1,851.46.[7] Enrique was granted leave to claim the child for federal tax purposes each year beginning 2025.[8] The Court declined Enrique's request to refer this matter for prosecution for parental abduction.[9]

The Court found Luba in contempt and sanctioned her $500 for each of the two (2) counts for a total of $1,000 with a purge clause providing that if Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court shall purge the $1,000 sanction.[10]

On January 21, 2025, Luba requested the Court reconsider several findings and orders related to the January 2, 2025 order modifying physical custody, child support, contempt, and attorney fees, all of which were denied.[11]

On April 24, 2025, Luba filed a Notice of Appeal related to the January 2, 2025 Findings of Fact, Conclusions of Law and Order; and April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion

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[6] Id.

[7] See Findings of Fact, Conclusions of Law, and Orders (Post-Judgment) at p. 32, ll.3-6 (GMI calculation) and p.37, ll.17-18 (filed January 2, 2025).

[8] Id. at p.37, ll.19-20.

[9] Id. at p.37, ll.22-23.

[10] Id. at p.38, ll.7-14.

[11] See April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et al. at p.21, ll. 11 (filed April 11, 2025).

et al. As noted herein, this matter is currently pending before the Nevada Supreme Court: *Gonzalez v. Velazquez-Gonzalez*, docket number 90570.

Luba's Request for Temporary Sole Legal Authority to Make Medical Decisions for the Child[12]

Luba requested the Court award her temporary sole legal authority to make medical decisions for the child on the basis the child urgently requires orthodontic treatment pursuant to a June 10, 2025 diagnostic report from Dr. Joseph Dougherty at Truman Orthodontics. Luba stated Enrique informed her on June 9, 2025 he did not consent to treatment at this time refused to agree to the child receiving treatment despite the "documented medical necessity".[13] Luba stated she informed Enrique in a Talking Parents message the orthodontist recommended beginning Phase I of orthodontic treatment.[14] Luba stated Enrique informed her on June 9, 2025 he did not consent to the child receiving treatment.[15] On June 10, 2025 Enrique informed Luba

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[12] The parties concede the issue of legal custody is not pending on appeal at this time, but in an abundance of caution offered to proceed with *Huneycutt* motions if the Court believes it is divested of jurisdiction. The Court FINDS it has jurisdiction over the issue of legal custody because the issue is not pending on appeal. See *Huneycutt v. Huneycutt*, 94 Nev. 79, 575 P.2d 585 (1978), *disapproved on other grounds by Foster v. Dingwall*, 126 Nev. 49, 228 P.3d 453 (2010).

[13] See Plaintiff's Motion for Temporary Sole Medical Decision-Making Authority at p.6, ll.1 (filed July 9, 2025).

[14] See Plaintiff's Exhibit Appendix at Exhibit 2, p 3 of 817 (filed July 10, 2025).

[15] Id. at page 10 of 817. The Court NOTES Enrique's June 9, 2025 10:16 AM message stated, "I do not consent to any treatment at this time. I will be there shortly to discuss the options with the orthodontist and will be what is necessary once I am there. Thank you." Enrique's message was in response to Luba's June 8, 2025 11:53 PM message, "Hi Enrique, Just following up regarding [redacted] upcoming orthodontist appointment. If the orthodontist recommends braces, they will be placed the same day. Please confirm if you plan to attend. If you choose not to come, I'll send you an update after the appointment, including the treatment details and cost. A quick response would be appreciate so I can plan accordingly. Thank you, Luba"

the orthodontist told him it was not medically necessary and okay to monitor the child's growth as the child was not having functional issues; Enrique requested Luba cancel the child's July 11, 2025 appointment with an in-network orthodontist.[16] On June 12, 2025, Enrique viewed Luba's repeated requests to agree to the child beginning orthodontic treatment, but did not respond until July 30, 2025, at which time he reiterated his decision to wait until the child's baby teeth fall out naturally until starting treatment because he did not view the treatment as necessary.[17]

Enrique requested the Court defer ruling on the matter, if inclined to rule at all, until after the child's second opinion with an in-network orthodontist occurred on a November 21, 2025 scheduled appointment. However, Enrique also opposed Luba's request on the basis she did not meet the *Kelley*[18] standard. Specifically, Enrique stated there is a low seriousness of harm, as Dr. Dougherty stated treatment is not medically necessary at this time, as a wait-and-see approach for at least six (6) months is the best option in light of the in-network option and cost. Enrique further asserted the parties have two (2) recommendations from Dr. Dougherty's office and he charges $150 for an additional meeting. Enrique contended he is seeking a second opinion with in in-network treatment provider. Enrique stated he has concerns about the risks involved with treatment, particularly the need for the child to have treatment on both her baby teeth and adult teeth if she starts treatment immediately rather than waiting. Enrique argued the child's preference should not be considered because she will be nine (9) years of age on August 27,

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[16] Id. at Exhibit 1 (filed July 10, 2025).

[17] Id. at Exhibit 2, p.5.

[18] *Kelley v. Kelley*, 139 Nev. 359, 366, 535 P.3d 1147, 1154 (2023).

2025 and she has recently been found to be of insufficient age and capacity to form an intelligent preference as to her physical custody.[19]

In her Reply, Luba stated the child told her she has pain in her teeth.

LEGAL ANALYSIS

In order to modify custody, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[20] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to modify custody.[21] In *Myers v. Haskins*, the Nevada Court of Appeals concluded as follows:

> "[W]hen a district court seeks to determine if the movant has demonstrated a prima facie case for modification under Rooney, it must generally consider only the properly alleged fact in the movant's verified pleadings, affidavits, or declarations. It must not consider the alleged facts or offers of proof the nonmovant provides.
>
> "Despite this general rule, we also announce an exception. We hold that a district court may look to the nonmovant's evidentiary support when it "conclusively establishes" the falsity of the movant's allegations. The rules we announce today will help align current practice with *Rooney*'s central purposes: discouraging challenges to temporary custody orders and preventing repeated and insubstantial motions to modify custody."[22]

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[19] See Findings of Fact, Conclusions of Law and Orders (Post-Judgment) at p.23, ll.19-23 (filed January 2, 2025).

[20] See *Romano v. Romano*, 138 Nev. 1, 2, 501 P.3d 980, 983 (2022).

[21] See *Rooney v. Rooney*, 109 Nev. 540, 542-3, 853 P.2d 123, 124-25 (1993).

[22] *Myers v. Haskins*, 138 Nev. Adv. Op 51, [redacted] App. 2022).

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[23] This Court further has authority to modify temporary orders in the best interest of the child.[24] In evaluating whether an evidentiary hearing is warranted on a motion to modify custody, the district court may not consider the moving parties' factual allegations and exhibits unless they are "supported by verified pleadings, declarations, or affidavits."[25]

The Court FINDS Luba, the moving party, did not allege or demonstrate a substantial change of circumstances affecting the welfare of the child. As has been widely documented throughout the history of this case, the parties have a long history of disagreeing over the child's medical and dental treatment. Luba does not claim, and the Court does not find, the current disagreement is significantly different from the parties' prior disagreements related to allergies. In fact, the Court FINDS, based on the parties' Talking Parents communications, it appears Luba has been more communicative and Enrique has been more actively engaged than in the past, which is a positive co-parenting step. The Court FINDS Luba did not allege or demonstrate modification is the child's best interest. Because Luba did not make any allegations regarding a substantial change of circumstances or the child's best interest, the Court FINDS Luba failed to establish a prima facie case to modify legal custody and adequate cause for an evidentiary

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[23] *Arcella v. Arcella*, 133 Nev. at 872, 407 P.3d at 346 (citing *Sims*, 109 Nev. at 1148, 865 P.2d at 330; *Rivero v. Rivero*, 125 Nev. 410, 430, 216 P.3d 213, 227 (2009); and *Davis v. Ewalefo*, 131 Nev. 445, 352 P.3d 1139, 1143 (2015)).

[24] See NRS 125C.0045(1)(a)(during the pendency of an action, at the final hearing or at any time thereafter during the minority of the child, a court may make sure order for the custody, care, education, maintenance and support of the minor child as appear in his/her best interest).

[25] *Myers v. Haskins*, 138 Nev. Adv. Op. 51, 513 P.3d 527, 534 (Ct. App. 2022).

hearing.

Luba's Request for Temporary Medical Decision-Making Authority

When parents with court-ordered joint legal custody of a minor child disagree on medical decisions regarding that child, the district court breaks the tie by determining which course of action is in the best interest of the child. "In determining which medical decision is in the child's best interest, the district court should consider: (1) the seriousness of the harm the child is suffering or the substantial likelihood that the child will suffer serious harm; (2) the evaluation or recommendation by a medical professional; (3) the risks involved in medically treating the child; and (4) if the child is of a sufficient age and capacity to form an intelligent preference, the expressed preference of the child."[26] The appellate court emphasized the medical professional's opinion is not conclusive, but rather must be considered in the context of the individual circumstances of each case.[27]

1. **The seriousness of the harm the child is suffering or the substantial likelihood that the child will suffer serious harm.**

   On July 10, 2025, Dr. Dougherty's office communicated to Enrique,

   > While self-correction can occasionally occur, it is not likely in [redacted] case due to her current crowding and angulation. That said, each child is unique, and growth can sometimes give us flexibility- which is why a monitoring option is absolutely reasonable if you prefer to wait…. At this time, Phase I treatment is considered "preventative", as [redacted] teeth are not causing any severe medical or dental issues, yet. If you choose to wait, we can absolutely monitor her development through our complimentary 6-month recall program…."[28]

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[26] *Kelley v. Kelley*, 139 Nev. 359, 366, 535 P.3d 1147, 1154 (2023).

[27] *Id*.

[28] See Defendant's Exhibit Appendix at Exhibit C Def000011 at fourth (4th) bullet point – DEF000012 first (1st) bullet point (filed August 1, 2025).

On July 28, 2025, Dr. Dougherty's office communicated in writing, "Though we do not recommend delaying treatment, to avoid the consequences outlined in this letter, this treatment (Phase I) is still only considered preventative as *it is not considered medically necessary*."[29]

The Court FINDS Luba failed to demonstrate the child is suffering serious harm if she does not receive immediate orthodontic treatment as recommended by Dr. Dougherty. The Court FINDS Luba did not demonstrate a substantial likelihood the child will suffer serious harm if the parties wait and monitor the child's oral development until more of her baby teeth fall out naturally and then have the child re-evaluated for orthodontic care.

The Court FINDS it is relevant Dr. Dougherty is not an in-network healthcare provider, and the Phase I cost estimate was $8,000, which is no small sum. On July 9, 2025, Enrique communicated with Luba about scheduling an appointment with an in-network provider; Luba preferred to pursue a second opinion on July 10, 2025 with a *second out-of-network provider* without providing an explanation why she did not seek a second opinion with an in-network provider. The Court FINDS this factor favors Enrique.

2. The evaluation or recommendation by a medical professional.

The Court FINDS, in his June 10, 2025 Treatment Recommendations addressed to Luba, Dr. Dougherty recommended not waiting to begin Phase I of orthodontic treatment to avoid possible long-term consequences. Phase I treatment consisted of a palatal expander to widen the child's upper jaw, upper and lower metal braces for approximately twelve (12) to fifteen (15)

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[29] See Plaintiff's Exhibit Appendix at Exhibit 5, email from Jazmine Rios to Amanda M. Roberts at second full paragraph (filed August 19, 2025)(emphasis added).

months, and the extraction of the child's primary canine teeth.[30] The Court FINDS Dr. Dougherty's recommendation is tempered by the Treatment Coordinator's statement to Enrique "a monitoring option is absolutely reasonable if you prefer to wait" because the child was not suffering any severe medical or dental issues.[31] Further, the Dr. Dougherty's office stated Phase I is not "medically necessary".[32] The Court FINDS this factor favors Enrique.

3. The risks involved in medically treating the child.

Enrique stated he is concerned the child will require additional orthodontic treatment once the child's adult teeth grow in based on Dr. Dougherty's report if they proceed with Phase I. The Court FINDS neither party provided evidence of risks involved with medically treating the child. The Court FINDS this factor minimally favors Enrique.

4. If the child is of a sufficient age and capacity to form an intelligent preference, the expressed preference of the child.

The Court FINDS the minor child, [redacted] age (9), is of insufficient age and capacity to form an intelligent preference. The Court FINDS this factor does not favor either party.

The Court is concerned by Luba's July 8, 2025 Talking Parents communication to Enrique in which she *informed* him the child would have braces applied at the initial appointment with Dr. Dougherty and only told Enrique about the treatment plan and cost after the fact. Luba then complained Enrique responded the next morning. did not consent to treatment but intended to attend the appointment. In light of the treatment plan recommending

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[30] Plaintiff's Exhibit Appendix at Exhibit 1 (filed July 10, 2025).

[31] See Defendant's Exhibit Appendix at Exhibit C Def000011 at fourth (4th) bullet point – DEF000012 first (1st) bullet point (filed August 1, 2025).

[32] Plaintiff's Exhibit Appendix at Exhibit 5, email from Jazmine Rios to Amanda M. Roberts at second full paragraph (filed August 19, 2025).

the child have two (2) teeth pulled and cost $8,000, the Court FINDS Enrique's more cautious approach to finding an in-treatment orthodontic provider to be reasonable and in the child's best interest.

Based on the foregoing, the Court DENIES Luba's request to temporarily modify legal custody to award her sole legal custody for the purpose of sole medical decision-making authority because she did not establish a *prima facie* case.

Enrique's Request to Modify Child Support

Enrique requested review of Luba's child support obligation on the basis Luba's income increased by more than twenty-percent (20%) or more since January 2, 2025 order. Specifically, Enrique alleged Luba's income increased from $1,851.46 at the time of the last order to $3,002.78 at the present time.

Luba conceded this Court has jurisdiction of modify child support on the basis child support is not one of the issues on appeal. However, Luba opposed review of child her child support obligation on the basis her income changed by less than five percent (5%).

Child support may be reviewed for any reason three (3) years from the most recent child support order or at any time on the basis of changed circumstances.[33] Changed circumstances requiring child support review is a change of twenty-percent (20%) or more in the gross monthly income of a person who is subject to an order for the support of a child.[34] The district court must review a child support order where the obligor can demonstrate a change in income of twenty-percent or more; otherwise, the decision to review a child support order based on changed

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[33] See NRS 125B.145(1) and (4).

[34] *Id*. and see also NAC 425.170.

circumstances lies within the district court's discretion.[35] "[A] court cannot modify a child support order if the predicate facts upon which the court issued the order are substantially unchanged."[36] The foregoing requirements prevent parties "from filing immediate, repetitive, serial motions until the right circumstances or the right judge allows them to achieve a different result, based on essentially the same facts."[37]

A party who has primary physical custody of a child is the obligee and the other party is deemed to be the obligor, and the child support obligation of the obligor must be determined.[38] Child support is calculated pursuant to NAC 425.140 when one parent is awarded primary physical custody.[39]

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[35] NRS 125B.145(4); *Rivero v. Rivero*, 125 Nev. 410, 431-32, 216 P.3d 213, 228 (2009) (recognizing that outside of a change in the obligor's income of 20 percent or more, district courts may review support orders but are not required to do so), overruled on other grounds by *Romano v. Romano*, 138 Nev. 1, 7-8, 501 P.3d 980, 985-86 (2022), abrogated, in part on other grounds by *Killebrew v. State ex rel. Donohue*, 139 Nev., Adv. Op. 43, 535 P.3d 1167, 1171 (2023).

[36] *Rivero*, 125 Nev. at 431, 216 P.3d at 228.

[37] Id. (alterations omitted).

[38] NAC 425.115(2).

[39] **NAC 425.140 Schedule for determining base child support obligation based on number of children and monthly gross income of obligor. (**NRS 425.620**)** Except as otherwise provided in NAC 425.145, the base child support obligation of an obligor must be determined according to the following schedule:

1. For one child, the sum of:

(a) For the first $6,000 of an obligor's monthly gross income, 16 percent of such income;

(b) For any portion of an obligor's monthly gross income that is greater than $6,000 and equal to or less than $10,000, 8 percent of such a portion; and

(c) For any portion of an obligor's monthly gross income that is greater than $10,000, 4 percent of such a portion.

The Court FINDS, pursuant to Luba's March 14, 2024 Financial Disclosure Form (FDF) wherein she indicated she was employed by Aria Casino as a cocktail server earning $1,904.44 per month including tip income and a March 3, 2024 paystub listing $4,699.86 year to date income, Luba's calculated gross monthly income is $1,851.46 ($4,699.86 year to date income / 11 weeks into 2024 = $427.26 per week X 52 weeks in a year = $22,217.52 annual income / 12 months in a year = $1,851.46 calculated gross monthly income)..

The Court FINDS the twenty-percent (20%) range for modification of child support pursuant to NRS 125C.145(4) is $370.29 ($1,851.46 prior calculated gross monthly income X .20 = $370.29). Therefore, the Court FINDS the twenty-percent range for modification of child support is $2,221.75 ($1,851 + $370.29 = $2,221.75).

The Court FINDS, on July 10, 2025, Luba filed her most recent FDF. The Court FINDS Luba's calculated gross monthly income is $2,237 rounded to the nearest dollar based on an attached June 9, 2025 paystub ($13,423.97 year to date income / 26 weeks in the pay period year = $516.30 weekly income X 52 weeks in a year = $28,491.69 annual income / 12 months in a year = $2,237.32 calculated gross monthly income or $2,237 rounded to the nearest dollar). Accordingly, the Court FINDS Luba has experienced a twenty percent (20%) or more change in financial circumstances warranting child support modification pursuant to NRS 125B.145(4).

The Court FINDS that applying the formula set forth in NAC 425.140(1)(a) results in Luba's child support obligation being $357.92 per month or $358 rounded to the nearest dollar.

Respondent's Gross Monthly Income: $2,237.00
Number of Children: 1

Tier 1 ($2,237.00 * 16.00% = $357.92)
Obligation amount is $357.92 or $358 rounded to the nearest dollar.

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Accordingly, the Court GRANTS Enrique's request for child support review and ORDERS Luba SHALL pay child support in the amount of $358 per month effective August 1, 2025.

Luba's Request to Enforce the Decree of Divorce at Paragraph 9.8

In her prayer for relief and conclusion,[40] Luba requested the Court enforce the Decree of Divorce at paragraph 9.8. Enrique responded the parties are both guilty of failing to respond to one another's Talking Parents messages within twenty-four (24) hours as ordered, but he will endeavor to be responsive.

EDCR 5.503(a) requires that every motion shall include points and authorities supporting each position asserted, and the absence of such may be construed as an admission the filing lacks merit and as cause for denial; "[p]oints and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule."

The Court FINDS Luba did not provide points and authorities in support of her request. The Court FINDS Luba provided no basis in law or fact for the relief she requested. Accordingly, the Court DENIES Luba's request for enforcement of the Decree.

Attorney's Fees and Costs

Luba requested award for attorney fees and costs pursuant to NRS 18.010(2)(b). Enrique requested attorney fees and costs pursuant to NRS 125C.250 on the basis he attempted to resolve

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[40] Luba's Motion at p.ii, ll.7-8 (prayer for relief) and chronological p.10, ll.9 (conclusion) (filed July 9, 2025)(motion is not page numbered and the Court refers to the pages by chronological order). Luba's twelve-page Reply similarly contains only a general claim for relief on this ground at the prayer for relief and conclusion. See Luba's Reply at p.ii, ll.7 (prayer for relief) and p.7, ll.1 (filed August 14, 2025).

the matter with Luba without litigation to no avail, including requesting she withdraw her motion.

EDCR 5.503(a) requires that every motion shall include points and authorities supporting each position asserted, and the absence of such may be construed as an admission the filing lacks merit and as cause for denial; "[p]oints and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule." The Court FINDS Luba failed to provide points and authorities in support of her request. The Court FINDS Luba provided no basis in law or fact for the relief she requested. Accordingly, the Court DENIES Luba's request for attorney fees.

The Court FINDS Luba's motion lacked legal basis and also significantly misstated the evidence by claiming there is "documented medical necessity" for the child's orthodontic treatment, that Enrique has obstructed the child's treatment, or misrepresented the urgency of the need for the child to obtain orthodontic care. In fact, in Luba's own exhibit, the provider's office specifically stated in writing the treatment was not medically necessary, but rather is preventative.[41]

Accordingly, the Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. The Court ORDERS Enrique shall file and serve a Memorandum of Fees and Costs to include redacted attorney-client fee invoices to include *Brunzell* and *Wilfong* analyses not later than SEPTEMBER 27, 2025. The Court ORDERS Luba shall have from date of service of the Memorandum of Fees and Costs to file an Objection. The Court will not consider any new requests for relief in the Memorandum of Fees and Costs or Objection, if filed. The failure to

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[41] See Plaintiff's Exhibit Appendix, Exhibit 5 (filed August 19, 2025).

timely file and serve the ordered Memorandum of Fees and Costs SHALL be deemed a waiver of the request for attorney fees and costs. Decision on award for attorney fees and costs SHALL be scheduled for OCTOBER 22, 2025 at 3AM (Chambers/ NO appearances).

ACCORDINGLY, the Court ORDERS as follows:

1. The Court FINDS it has jurisdiction over the issue of legal custody. The issue of legal custody was not adjudicated in the January 2, 2025 Findings of Fact, Conclusions of Law and Order; and April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et al. Therefore, legal custody is not currently an issue pending before the Nevada Supreme Court: Gonzalez v. Velazquez-Gonzalez, docket number 90570.
2. The Court DENIES Luba's request to temporarily modify legal custody to award her sole legal custody or to award her sole medical decision-making authority because she did not establish a *prima facie* case.
3. The Court DENIES Luba's request to enforce the Decree of Divorce.
4. The Court FINDS Luba's GMI increased more than twenty percent (20%) from $1,851.46 to $2,237. Accordingly, the Court ORDERS Luba SHALL pay child support in the amount of $358 per month effective August 1, 2025.
5. The Court DENIES Luba's request for an award of attorney fees and costs.
6. The Court *preliminarily* GRANTS Enrique's request for an award of attorney fees. The Court ORDERS Enrique shall file and serve a Memorandum of Fees and Costs to include redacted attorney-client fee invoices to include *Brunzell* and *Wilfong* analyses not later than SEPTEMBER 27, 2025. The Court ORDERS Luba shall have from date of service of the Memorandum of Fees and Costs to file an Objection. The Court will not consider

any new requests for relief in the Memorandum of Fees and Costs or Objection, if filed. The failure to timely file and serve the ordered Memorandum of Fees and Costs SHALL be deemed a waiver of the request for attorney fees and costs. Decision on award for attorney fees and costs SHALL be scheduled for OCTOBER 22, 2025 at 3AM (Chambers/ NO appearances).

Dated this 29th day of August, 2025

HEIDI ALMASE
District Court Judge

E1F ED3 FF0E BF4D
Heidi Almase
District Court Judge

CSERV

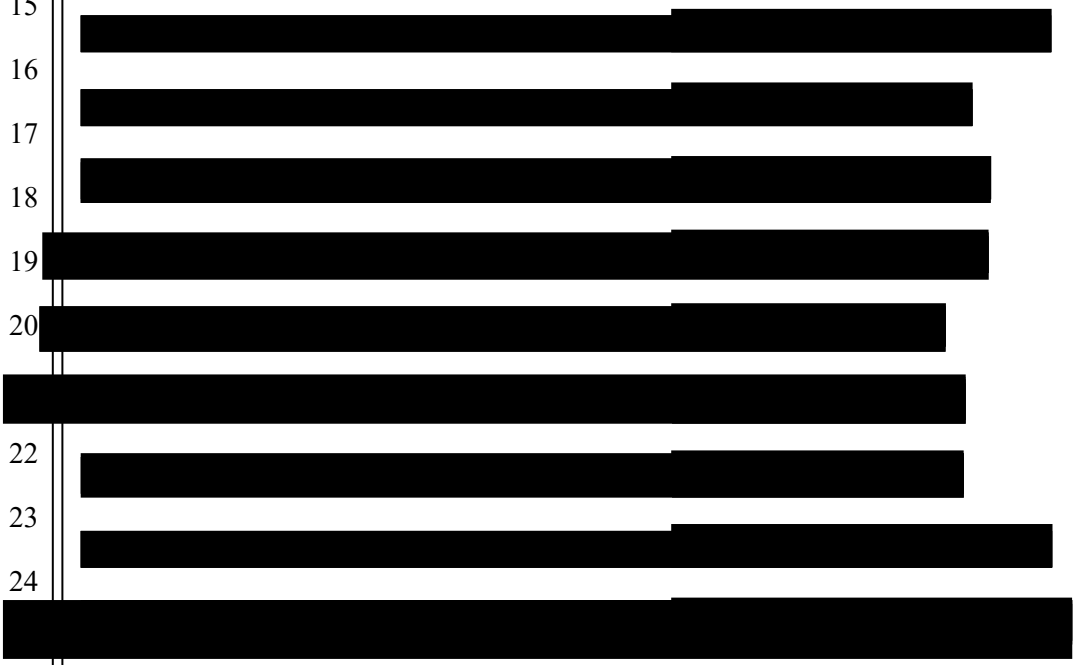
DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Dace, Plaintiff vs. Enrique Ivan Velazquez-Gonzalez, Defendant.	CASE NO: D-18-575860-D DEPT. NO. Department X

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/29/2025



If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 9/2/2025

John Muije

John W. Muije & Associates
Attn: John W. Muije, Esq
[redacted]
North Las Vegas, NV, 89031

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CLERK OF THE COURT

NEO

DISTRICT COURT
CLARK COUNTY, NEVADA
****

Luba Dace, Plaintiff vs. Enrique Ivan Velazquez-Gonzalez, Defendant.	Case No.: D-18-575860-D Department X

NOTICE OF ENTRY OF ORDER

TO ALL INTERESTED PARTIES:

PLEASE TAKE NOTICE that an Order was entered in the above-entitled matter on August 29, 2025, a true and correct copy of which is attached hereto.

Dated this 2nd day of September, 2025.

/s/ Natalie Castro
Natalie Castro
Judicial Executive Assistant to the
HONORABLE HEIDI ALMASE

CERTIFICATE OF SERVICE

I hereby certify that on the above file stamped date:

☒ E-Served pursuant to NEFCR 9 on September 02, 2025, or placed in the folder(s) located in the Clerk's Office of, the following attorneys:

Emily M McFarling, ESQ
Amanda M Roberts, ESQ
Melvin Grimes

☐ I mailed, via first-class mail, postage fully prepaid, the foregoing NOTICE OF ENTRY OF ORDER to:

/s/ Natalie Castro
Natalie Castro
Judicial Executive Assistant to the
HONORABLE HEIDI ALMASE

HEIDI ALMASE
DISTRICT JUDGE

Electronically Filed
08/29/2025 12:08 PM
CLERK OF THE COURT

ORDR

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, vs. ENRIQUE IVAN VELZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept. No: X

ORDER DENYING PLAINTIFF'S JULY 9, 2025 MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY;
AND
***PRELIMINARILY* GRANTING DEFENDANT'S COUNTERMOTION**
AND
RESOLVING MATTERS SCHEDULED FOR AUGUST 27, 2025 HEARING

This matter was scheduled for August 27, 2025 hearing on Plaintiff Luba (Luba) Gonzalez's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority; Defendant's Enrique (Enrique) Velazquez-Gonzalez's July 31, 2025 Opposition and Countermotion for Recalcuation of Child Support and Attorney Fees and Costs; and Luba's August 14, 2025 Reply. Luba is represented by her attorney of record, Emily McFarling; Enrique is represented by his attorney of record, Amanda Roberts.

This Court exercises authority granted it pursuant to NRCP 1 and EDCR 1.10 which provide district court dockets shall be administered to secure speedy, efficient and inexpensive determinations in every action. This Court exercises discretion granted it pursuant to EDCR 5.702(b) to decide this matter at any time and without oral argument. Accordingly, the Court

considers this written order RESOLVES and VACATES the August 27, 2025 hearing (with prior notice to counsels of record).

This is a post-judgment divorce proceeding involving one (1) minor child: [redacted] Gonzalez, born [redacted] (9 years old). The parties currently share JOINT LEGAL CUSTODY.[1] Enrique was awarded PRIMARY PHYSICAL CUSTODY with Luba's regular visitation the first, second, fourth, and fifth weekends of each month from Friday after school or, 3:00 PM if no school, to Monday to school or, 9:00 AM if no school.[2] The parties previously agreed to each parent having up to seven (7) days of specified vacation with the child per year with no less than thirty (30) days advance written notice.[3] The parties further stipulated to receipt of a written itinerary for travel with the child outside of Nevada to be provided to the other parent no later than fourteen (14) days prior to the trip.[4] An appropriate itinerary was stipulated to state all flights the child would take, the address where the child would stay each night of the trip, including hotel name if applicable and an emergency phone number for the child.[5] If border crossings took place on foot, the itinerary was ordered to include the dates of

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[1] See Stipulated Decree of Divorce at Exhibit 1, pp.8-9, Articles 9.1, 9.2, and 9.3 (Marital Settlement Agreement) (filed December 8, 2021).

[2] See Findings of Fact, Conclusions of Law, and Orders (Order) (Post-Judgment) at p.37, ll.7-13 (filed January 2, 2025). This Order is currently on appeal in *Gonzalez v. Velazquez-Gonzalez*, docket number 90570.

[3] See Stipulated Decree of Divorce at p.12, Article 9.5.

[4] Id. at pp. 12-13, Article 9.5.1.

[5] Id.

the border crossings.[6]

Luba's child support obligation was ordered $301 per month effective January 1, 2025 based on her gross monthly income of $1,851.46.[7] Enrique was granted leave to claim the child for federal tax purposes each year beginning 2025.[8] The Court declined Enrique's request to refer this matter for prosecution for parental abduction.[9]

The Court found Luba in contempt and sanctioned her $500 for each of the two (2) counts for a total of $1,000 with a purge clause providing that if Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court shall purge the $1,000 sanction.[10]

On January 21, 2025, Luba requested the Court reconsider several findings and orders related to the January 2, 2025 order modifying physical custody, child support, contempt, and attorney fees, all of which were denied.[11]

On April 24, 2025, Luba filed a Notice of Appeal related to the January 2, 2025 Findings of Fact, Conclusions of Law and Order; and April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion

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[6] Id.

[7] See Findings of Fact, Conclusions of Law, and Orders (Post-Judgment) at p. 32, ll.3-6 (GMI calculation) and p.37, ll.17-18 (filed January 2, 2025).

[8] Id. at p.37, ll.19-20.

[9] Id. at p.37, ll.22-23.

[10] Id. at p.38, ll.7-14.

[11] See April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et al. at p.21, ll. 11 (filed April 11, 2025).

et al. As noted herein, this matter is currently pending before the Nevada Supreme Court: *Gonzalez v. Velazquez-Gonzalez*, docket number 90570.

Luba's Request for Temporary Sole Legal Authority to Make Medical Decisions for the Child[12]

Luba requested the Court award her temporary sole legal authority to make medical decisions for the child on the basis the child urgently requires orthodontic treatment pursuant to a June 10, 2025 diagnostic report from Dr. Joseph Dougherty at Truman Orthodontics. Luba stated Enrique informed her on June 9, 2025 he did not consent to treatment at this time refused to agree to the child receiving treatment despite the "documented medical necessity".[13] Luba stated she informed Enrique in a Talking Parents message the orthodontist recommended beginning Phase I of orthodontic treatment.[14] Luba stated Enrique informed her on June 9, 2025 he did not consent to the child receiving treatment.[15] On June 10, 2025 Enrique informed Luba

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[12] The parties concede the issue of legal custody is not pending on appeal at this time, but in an abundance of caution offered to proceed with *Huneycutt* motions if the Court believes it is divested of jurisdiction. The Court FINDS it has jurisdiction over the issue of legal custody because the issue is not pending on appeal. See *Huneycutt v. Huneycutt*, 94 Nev. 79, 575 P.2d 585 (1978), *disapproved on other grounds by Foster v. Dingwall*, 126 Nev. 49, 228 P.3d 453 (2010).

[13] See Plaintiff's Motion for Temporary Sole Medical Decision-Making Authority at p.6, ll.1 (filed July 9, 2025).

[14] See Plaintiff's Exhibit Appendix at Exhibit 2, p 3 of 817 (filed July 10, 2025).

[15] Id. at page 10 of 817. The Court NOTES Enrique's June 9, 2025 10:16 AM message stated, "I do not consent to any treatment at this time. I will be there shortly to discuss the options with the orthodontist and will be what is necessary once I am there. Thank you." Enrique's message was in response to Luba's June 8, 2025 11:53 PM message, "Hi Enrique, Just following up regarding [redacted] upcoming orthodontist appointment. If the orthodontist recommends braces, they will be placed the same day. Please confirm if you plan to attend. If you choose not to come, I'll send you an update after the appointment, including the treatment details and cost. A quick response would be appreciate so I can plan accordingly. Thank you, Luba"

the orthodontist told him it was not medically necessary and okay to monitor the child's growth as the child was not having functional issues; Enrique requested Luba cancel the child's July 11, 2025 appointment with an in-network orthodontist.[16] On June 12, 2025, Enrique viewed Luba's repeated requests to agree to the child beginning orthodontic treatment, but did not respond until July 30, 2025, at which time he reiterated his decision to wait until the child's baby teeth fall out naturally until starting treatment because he did not view the treatment as necessary.[17]

Enrique requested the Court defer ruling on the matter, if inclined to rule at all, until after the child's second opinion with an in-network orthodontist occurred on a November 21, 2025 scheduled appointment. However, Enrique also opposed Luba's request on the basis she did not meet the *Kelley*[18] standard. Specifically, Enrique stated there is a low seriousness of harm, as Dr. Dougherty stated treatment is not medically necessary at this time, as a wait-and-see approach for at least six (6) months is the best option in light of the in-network option and cost. Enrique further asserted the parties have two (2) recommendations from Dr. Dougherty's office and he charges $150 for an additional meeting. Enrique contended he is seeking a second opinion with in in-network treatment provider. Enrique stated he has concerns about the risks involved with treatment, particularly the need for the child to have treatment on both her baby teeth and adult teeth if she starts treatment immediately rather than waiting. Enrique argued the child's preference should not be considered because she will be nine (9) years of age on August 27,

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[16] Id. at Exhibit 1 (filed July 10, 2025).

[17] Id. at Exhibit 2, p.5.

[18] *Kelley v. Kelley*, 139 Nev. 359, 366, 535 P.3d 1147, 1154 (2023).

2025 and she has recently been found to be of insufficient age and capacity to form an intelligent preference as to her physical custody.[19]

In her Reply, Luba stated the child told her she has pain in her teeth.

LEGAL ANALYSIS

In order to modify custody, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[20] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to modify custody.[21] In *Myers v. Haskins*, the Nevada Court of Appeals concluded as follows:

> "[W]hen a district court seeks to determine if the movant has demonstrated a prima facie case for modification under Rooney, it must generally consider only the properly alleged fact in the movant's verified pleadings, affidavits, or declarations. It must not consider the alleged facts or offers of proof the nonmovant provides.
>
> "Despite this general rule, we also announce an exception. We hold that a district court may look to the nonmovant's evidentiary support when it "conclusively establishes" the falsity of the movant's allegations. The rules we announce today will help align current practice with *Rooney*'s central purposes: discouraging challenges to temporary custody orders and preventing repeated and insubstantial motions to modify custody."[22]

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[19] See Findings of Fact, Conclusions of Law and Orders (Post-Judgment) at p.23, ll.19-23 (filed January 2, 2025).

[20] See *Romano v. Romano*, 138 Nev. 1, 2, 501 P.3d 980, 983 (2022).

[21] See *Rooney v. Rooney*, 109 Nev. 540, 542-3, 853 P.2d 123, 124-25 (1993).

[22] *Myers v. Haskins*, 138 Nev. Adv. Op 51, [redacted] App. 2022).

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[23] This Court further has authority to modify temporary orders in the best interest of the child.[24] In evaluating whether an evidentiary hearing is warranted on a motion to modify custody, the district court may not consider the moving parties' factual allegations and exhibits unless they are "supported by verified pleadings, declarations, or affidavits."[25]

The Court FINDS Luba, the moving party, did not allege or demonstrate a substantial change of circumstances affecting the welfare of the child. As has been widely documented throughout the history of this case, the parties have a long history of disagreeing over the child's medical and dental treatment. Luba does not claim, and the Court does not find, the current disagreement is significantly different from the parties' prior disagreements related to allergies. In fact, the Court FINDS, based on the parties' Talking Parents communications, it appears Luba has been more communicative and Enrique has been more actively engaged than in the past, which is a positive co-parenting step. The Court FINDS Luba did not allege or demonstrate modification is the child's best interest. Because Luba did not make any allegations regarding a substantial change of circumstances or the child's best interest, the Court FINDS Luba failed to establish a prima facie case to modify legal custody and adequate cause for an evidentiary

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[23] *Arcella v. Arcella*, 133 Nev. at 872, 407 P.3d at 346 (citing *Sims*, 109 Nev. at 1148, 865 P.2d at 330; *Rivero v. Rivero*, 125 Nev. 410, 430, 216 P.3d 213, 227 (2009); and *Davis v. Ewalefo*, 131 Nev. 445, 352 P.3d 1139, 1143 (2015)).

[24] See NRS 125C.0045(1)(a)(during the pendency of an action, at the final hearing or at any time thereafter during the minority of the child, a court may make sure order for the custody, care, education, maintenance and support of the minor child as appear in his/her best interest).

[25] *Myers v. Haskins*, 138 Nev. Adv. Op. 51, 513 P.3d 527, 534 (Ct. App. 2022).

hearing.

Luba's Request for Temporary Medical Decision-Making Authority

When parents with court-ordered joint legal custody of a minor child disagree on medical decisions regarding that child, the district court breaks the tie by determining which course of action is in the best interest of the child. "In determining which medical decision is in the child's best interest, the district court should consider: (1) the seriousness of the harm the child is suffering or the substantial likelihood that the child will suffer serious harm; (2) the evaluation or recommendation by a medical professional; (3) the risks involved in medically treating the child; and (4) if the child is of a sufficient age and capacity to form an intelligent preference, the expressed preference of the child."[26] The appellate court emphasized the medical professional's opinion is not conclusive, but rather must be considered in the context of the individual circumstances of each case.[27]

1. **The seriousness of the harm the child is suffering or the substantial likelihood that the child will suffer serious harm.**

   On July 10, 2025, Dr. Dougherty's office communicated to Enrique,

   > While self-correction can occasionally occur, it is not likely in [redacted] case due to her current crowding and angulation. That said, each child is unique, and growth can sometimes give us flexibility- which is why a monitoring option is absolutely reasonable if you prefer to wait…. At this time, Phase I treatment is considered "preventative", as [redacted] teeth are not causing any severe medical or dental issues, yet. If you choose to wait, we can absolutely monitor her development through our complimentary 6-month recall program…."[28]

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[26] *Kelley v. Kelley*, 139 Nev. 359, 366, 535 P.3d 1147, 1154 (2023).

[27] *Id*.

[28] See Defendant's Exhibit Appendix at Exhibit C Def000011 at fourth (4th) bullet point – DEF000012 first (1st) bullet point (filed August 1, 2025).

On July 28, 2025, Dr. Dougherty's office communicated in writing, "Though we do not recommend delaying treatment, to avoid the consequences outlined in this letter, this treatment (Phase I) is still only considered preventative as *it is not considered medically necessary*."[29]

The Court FINDS Luba failed to demonstrate the child is suffering serious harm if she does not receive immediate orthodontic treatment as recommended by Dr. Dougherty. The Court FINDS Luba did not demonstrate a substantial likelihood the child will suffer serious harm if the parties wait and monitor the child's oral development until more of her baby teeth fall out naturally and then have the child re-evaluated for orthodontic care.

The Court FINDS it is relevant Dr. Dougherty is not an in-network healthcare provider, and the Phase I cost estimate was $8,000, which is no small sum. On July 9, 2025, Enrique communicated with Luba about scheduling an appointment with an in-network provider; Luba preferred to pursue a second opinion on July 10, 2025 with a *second out-of-network provider* without providing an explanation why she did not seek a second opinion with an in-network provider. The Court FINDS this factor favors Enrique.

2. The evaluation or recommendation by a medical professional.

The Court FINDS, in his June 10, 2025 Treatment Recommendations addressed to Luba, Dr. Dougherty recommended not waiting to begin Phase I of orthodontic treatment to avoid possible long-term consequences. Phase I treatment consisted of a palatal expander to widen the child's upper jaw, upper and lower metal braces for approximately twelve (12) to fifteen (15)

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[29] See Plaintiff's Exhibit Appendix at Exhibit 5, email from Jazmine Rios to Amanda M. Roberts at second full paragraph (filed August 19, 2025)(emphasis added).

months, and the extraction of the child's primary canine teeth.[30] The Court FINDS Dr. Dougherty's recommendation is tempered by the Treatment Coordinator's statement to Enrique "a monitoring option is absolutely reasonable if you prefer to wait" because the child was not suffering any severe medical or dental issues.[31] Further, the Dr. Dougherty's office stated Phase I is not "medically necessary".[32] The Court FINDS this factor favors Enrique.

3. The risks involved in medically treating the child.

Enrique stated he is concerned the child will require additional orthodontic treatment once the child's adult teeth grow in based on Dr. Dougherty's report if they proceed with Phase I. The Court FINDS neither party provided evidence of risks involved with medically treating the child. The Court FINDS this factor minimally favors Enrique.

4. If the child is of a sufficient age and capacity to form an intelligent preference, the expressed preference of the child.

The Court FINDS the minor child, [redacted] age (9), is of insufficient age and capacity to form an intelligent preference. The Court FINDS this factor does not favor either party.

The Court is concerned by Luba's July 8, 2025 Talking Parents communication to Enrique in which she *informed* him the child would have braces applied at the initial appointment with Dr. Dougherty and only told Enrique about the treatment plan and cost after the fact. Luba then complained Enrique responded the next morning. did not consent to treatment but intended to attend the appointment. In light of the treatment plan recommending

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[30] Plaintiff's Exhibit Appendix at Exhibit 1 (filed July 10, 2025).

[31] See Defendant's Exhibit Appendix at Exhibit C Def000011 at fourth (4th) bullet point – DEF000012 first (1st) bullet point (filed August 1, 2025).

[32] Plaintiff's Exhibit Appendix at Exhibit 5, email from Jazmine Rios to Amanda M. Roberts at second full paragraph (filed August 19, 2025).

the child have two (2) teeth pulled and cost $8,000, the Court FINDS Enrique's more cautious approach to finding an in-treatment orthodontic provider to be reasonable and in the child's best interest.

Based on the foregoing, the Court DENIES Luba's request to temporarily modify legal custody to award her sole legal custody for the purpose of sole medical decision-making authority because she did not establish a *prima facie* case.

Enrique's Request to Modify Child Support

Enrique requested review of Luba's child support obligation on the basis Luba's income increased by more than twenty-percent (20%) or more since January 2, 2025 order. Specifically, Enrique alleged Luba's income increased from $1,851.46 at the time of the last order to $3,002.78 at the present time.

Luba conceded this Court has jurisdiction of modify child support on the basis child support is not one of the issues on appeal. However, Luba opposed review of child her child support obligation on the basis her income changed by less than five percent (5%).

Child support may be reviewed for any reason three (3) years from the most recent child support order or at any time on the basis of changed circumstances.[33] Changed circumstances requiring child support review is a change of twenty-percent (20%) or more in the gross monthly income of a person who is subject to an order for the support of a child.[34] The district court must review a child support order where the obligor can demonstrate a change in income of twenty-percent or more; otherwise, the decision to review a child support order based on changed

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[33] See NRS 125B.145(1) and (4).

[34] *Id*. and see also NAC 425.170.

circumstances lies within the district court's discretion.[35] "[A] court cannot modify a child support order if the predicate facts upon which the court issued the order are substantially unchanged."[36] The foregoing requirements prevent parties "from filing immediate, repetitive, serial motions until the right circumstances or the right judge allows them to achieve a different result, based on essentially the same facts."[37]

A party who has primary physical custody of a child is the obligee and the other party is deemed to be the obligor, and the child support obligation of the obligor must be determined.[38] Child support is calculated pursuant to NAC 425.140 when one parent is awarded primary physical custody.[39]

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[35] NRS 125B.145(4); *Rivero v. Rivero*, 125 Nev. 410, 431-32, 216 P.3d 213, 228 (2009) (recognizing that outside of a change in the obligor's income of 20 percent or more, district courts may review support orders but are not required to do so), overruled on other grounds by *Romano v. Romano*, 138 Nev. 1, 7-8, 501 P.3d 980, 985-86 (2022), abrogated, in part on other grounds by *Killebrew v. State ex rel. Donohue*, 139 Nev., Adv. Op. 43, 535 P.3d 1167, 1171 (2023).

[36] *Rivero*, 125 Nev. at 431, 216 P.3d at 228.

[37] Id. (alterations omitted).

[38] NAC 425.115(2).

[39] **NAC 425.140 Schedule for determining base child support obligation based on number of children and monthly gross income of obligor. (**NRS 425.620**)** Except as otherwise provided in NAC 425.145, the base child support obligation of an obligor must be determined according to the following schedule:

1. For one child, the sum of:

(a) For the first $6,000 of an obligor's monthly gross income, 16 percent of such income;

(b) For any portion of an obligor's monthly gross income that is greater than $6,000 and equal to or less than $10,000, 8 percent of such a portion; and

(c) For any portion of an obligor's monthly gross income that is greater than $10,000, 4 percent of such a portion.

The Court FINDS, pursuant to Luba's March 14, 2024 Financial Disclosure Form (FDF) wherein she indicated she was employed by Aria Casino as a cocktail server earning $1,904.44 per month including tip income and a March 3, 2024 paystub listing $4,699.86 year to date income, Luba's calculated gross monthly income is $1,851.46 ($4,699.86 year to date income / 11 weeks into 2024 = $427.26 per week X 52 weeks in a year = $22,217.52 annual income / 12 months in a year = $1,851.46 calculated gross monthly income)..

The Court FINDS the twenty-percent (20%) range for modification of child support pursuant to NRS 125C.145(4) is $370.29 ($1,851.46 prior calculated gross monthly income X .20 = $370.29). Therefore, the Court FINDS the twenty-percent range for modification of child support is $2,221.75 ($1,851 + $370.29 = $2,221.75).

The Court FINDS, on July 10, 2025, Luba filed her most recent FDF. The Court FINDS Luba's calculated gross monthly income is $2,237 rounded to the nearest dollar based on an attached June 9, 2025 paystub ($13,423.97 year to date income / 26 weeks in the pay period year = $516.30 weekly income X 52 weeks in a year = $28,491.69 annual income / 12 months in a year = $2,237.32 calculated gross monthly income or $2,237 rounded to the nearest dollar). Accordingly, the Court FINDS Luba has experienced a twenty percent (20%) or more change in financial circumstances warranting child support modification pursuant to NRS 125B.145(4).

The Court FINDS that applying the formula set forth in NAC 425.140(1)(a) results in Luba's child support obligation being $357.92 per month or $358 rounded to the nearest dollar.

Respondent's Gross Monthly Income: $2,237.00
Number of Children: 1

Tier 1 ($2,237.00 * 16.00% = $357.92)
Obligation amount is $357.92 or $358 rounded to the nearest dollar.

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Accordingly, the Court GRANTS Enrique's request for child support review and ORDERS Luba SHALL pay child support in the amount of $358 per month effective August 1, 2025.

Luba's Request to Enforce the Decree of Divorce at Paragraph 9.8

In her prayer for relief and conclusion,[40] Luba requested the Court enforce the Decree of Divorce at paragraph 9.8. Enrique responded the parties are both guilty of failing to respond to one another's Talking Parents messages within twenty-four (24) hours as ordered, but he will endeavor to be responsive.

EDCR 5.503(a) requires that every motion shall include points and authorities supporting each position asserted, and the absence of such may be construed as an admission the filing lacks merit and as cause for denial; "[p]oints and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule."

The Court FINDS Luba did not provide points and authorities in support of her request. The Court FINDS Luba provided no basis in law or fact for the relief she requested. Accordingly, the Court DENIES Luba's request for enforcement of the Decree.

Attorney's Fees and Costs

Luba requested award for attorney fees and costs pursuant to NRS 18.010(2)(b). Enrique requested attorney fees and costs pursuant to NRS 125C.250 on the basis he attempted to resolve

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[40] Luba's Motion at p.ii, ll.7-8 (prayer for relief) and chronological p.10, ll.9 (conclusion) (filed July 9, 2025)(motion is not page numbered and the Court refers to the pages by chronological order). Luba's twelve-page Reply similarly contains only a general claim for relief on this ground at the prayer for relief and conclusion. See Luba's Reply at p.ii, ll.7 (prayer for relief) and p.7, ll.1 (filed August 14, 2025).

the matter with Luba without litigation to no avail, including requesting she withdraw her motion.

EDCR 5.503(a) requires that every motion shall include points and authorities supporting each position asserted, and the absence of such may be construed as an admission the filing lacks merit and as cause for denial; "[p]oints and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule." The Court FINDS Luba failed to provide points and authorities in support of her request. The Court FINDS Luba provided no basis in law or fact for the relief she requested. Accordingly, the Court DENIES Luba's request for attorney fees.

The Court FINDS Luba's motion lacked legal basis and also significantly misstated the evidence by claiming there is "documented medical necessity" for the child's orthodontic treatment, that Enrique has obstructed the child's treatment, or misrepresented the urgency of the need for the child to obtain orthodontic care. In fact, in Luba's own exhibit, the provider's office specifically stated in writing the treatment was not medically necessary, but rather is preventative.[41]

Accordingly, the Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. The Court ORDERS Enrique shall file and serve a Memorandum of Fees and Costs to include redacted attorney-client fee invoices to include *Brunzell* and *Wilfong* analyses not later than SEPTEMBER 27, 2025. The Court ORDERS Luba shall have from date of service of the Memorandum of Fees and Costs to file an Objection. The Court will not consider any new requests for relief in the Memorandum of Fees and Costs or Objection, if filed. The failure to

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[41] See Plaintiff's Exhibit Appendix, Exhibit 5 (filed August 19, 2025).

timely file and serve the ordered Memorandum of Fees and Costs SHALL be deemed a waiver of the request for attorney fees and costs. Decision on award for attorney fees and costs SHALL be scheduled for OCTOBER 22, 2025 at 3AM (Chambers/ NO appearances).

ACCORDINGLY, the Court ORDERS as follows:

1. The Court FINDS it has jurisdiction over the issue of legal custody. The issue of legal custody was not adjudicated in the January 2, 2025 Findings of Fact, Conclusions of Law and Order; and April 11, 2025 Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et al. Therefore, legal custody is not currently an issue pending before the Nevada Supreme Court: Gonzalez v. Velazquez-Gonzalez, docket number 90570.
2. The Court DENIES Luba's request to temporarily modify legal custody to award her sole legal custody or to award her sole medical decision-making authority because she did not establish a *prima facie* case.
3. The Court DENIES Luba's request to enforce the Decree of Divorce.
4. The Court FINDS Luba's GMI increased more than twenty percent (20%) from $1,851.46 to $2,237. Accordingly, the Court ORDERS Luba SHALL pay child support in the amount of $358 per month effective August 1, 2025.
5. The Court DENIES Luba's request for an award of attorney fees and costs.
6. The Court *preliminarily* GRANTS Enrique's request for an award of attorney fees. The Court ORDERS Enrique shall file and serve a Memorandum of Fees and Costs to include redacted attorney-client fee invoices to include *Brunzell* and *Wilfong* analyses not later than SEPTEMBER 27, 2025. The Court ORDERS Luba shall have from date of service of the Memorandum of Fees and Costs to file an Objection. The Court will not consider

any new requests for relief in the Memorandum of Fees and Costs or Objection, if filed. The failure to timely file and serve the ordered Memorandum of Fees and Costs SHALL be deemed a waiver of the request for attorney fees and costs. Decision on award for attorney fees and costs SHALL be scheduled for OCTOBER 22, 2025 at 3AM (Chambers/ NO appearances).

Dated this 29th day of August, 2025

HEIDI ALMASE
District Court Judge

E1F ED3 FF0E BF4D
Heidi Almase
District Court Judge

CSERV

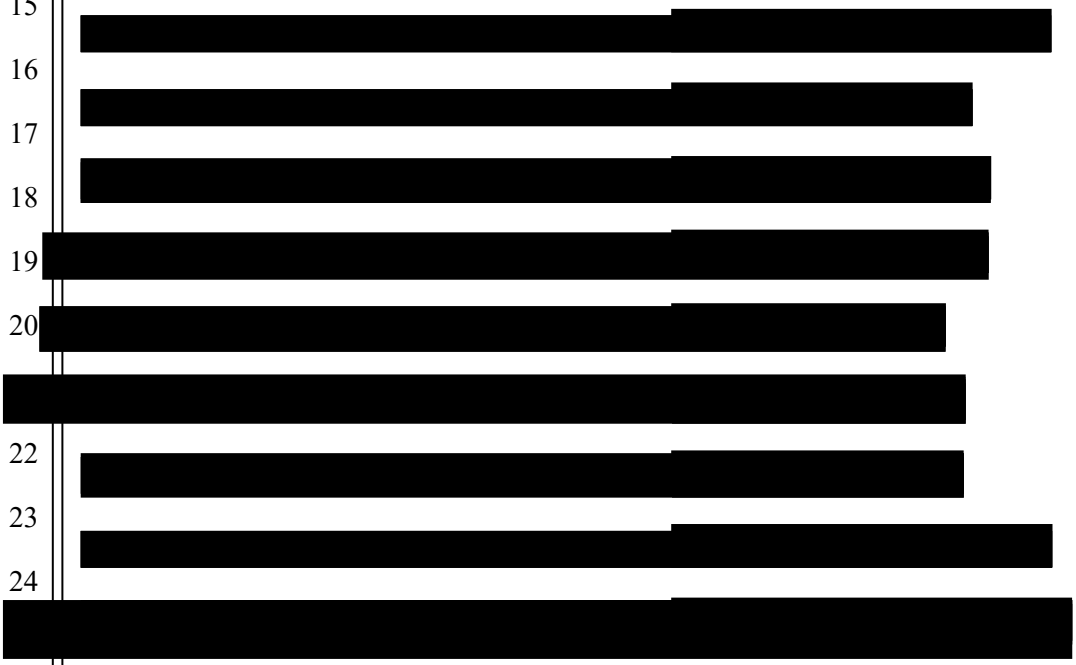
DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Dace, Plaintiff vs. Enrique Ivan Velazquez-Gonzalez, Defendant.	CASE NO: D-18-575860-D DEPT. NO. Department X

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 8/29/2025



If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 9/2/2025

John Muije

John W. Muije & Associates
Attn: John W. Muije, Esq
[redacted]
North Las Vegas, NV, 89031

Electronically Filed
9/16/2025 8:30 PM
Steven D. Grierson
CLERK OF THE COURT

LUBA DACE
[redacted]
Pro Per

DISTRICT COURT, FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA DACE fka LUBA GONZALEZ aka LUBA SNOW, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No.: D-18-575860-D Dept. No.: X **PLAINTIFF'S OBJECTION TO AUGUST 29, 2025, ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY; PRELIMINARILY GRANTING DEFENDANT'S COUNTERMOTION; MODIFYING CHILD SUPPORT; AND VACATING THE AUGUST 27, 2025 HEARING**

COMES NOW, Plaintiff, LUBA DACE ("Luba"), in her proper person, and hereby objects to the Court's August 29, 2025 Order that (1) denied Luba's Motion for Temporary Sole Medical Decision-Making Authority; (2) vacated the noticed August 27, 2025 hearing and decided the matter without oral argument; (3) modified child support to $358/month effective August 1, 2025; and (4) preliminarily granted Defendant's request for attorney's fees and costs, with a fee memorandum procedure set by the Court.

This Objection is made and based on the Memorandum of Points and Authorities set forth below, the Declaration of Luba Dace attached hereto, the papers and pleadings on file, and any argument or evidence the Court may permit.

DATED this 16th day of September, 2025.

/s/*Luba Dace*

LUBA DACE, in propria persona

MEMORANDUM OF POINTS AND AUTHORITIES

I. STATEMENT OF FACTS

On August 29, 2025, the Court issued an order: (a) exercising EDCR 5.702(b) to decide the parties' filings without oral argument and vacating the noticed August 27, 2025 hearing; (b) denying Luba's request for temporary sole legal/medical decision-making; (c) modifying Luba's child support to $358/month effective August 1, 2025; and (d) preliminarily granting Enrique's request for attorney's fees, setting a fee-memorandum schedule (memorandum due September 27, 2025; decision set October 22, 2025 at 3:00 a.m. in chambers). (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025*)

The Order states Luba did not establish a prima facie case to modify legal custody; recites the *Kelley* tie-breaker factors; quotes *Myers v. Haskins* regarding use of the non-movant's evidence only when it conclusively establishes falsity; and concludes (among other findings) that the treating office's communications characterized Phase I treatment as "preventative" and "not medically necessary" at this time.

Finally, the Order found a ≥20% change in GMI using Luba's July 10, 2025 FDF and an attached June 9, 2025 paystub, and applied NAC 425.140 to compute $357.92 ≈ $358 monthly support. (Ex. 8)

II. LEGAL ARGUMENT

A. The Court Applied the Wrong Threshold: A *Kelley* Medical Tie-Breaker Within Joint Legal Custody Is Not a "Modification of Legal Custody."

Luba did not move to modify legal custody. She asked for a narrow medical tie-breaker under the parties' existing joint legal-custody framework. Filtering that request through the modification prima-facie gate (substantial change + best interest) was legal error. The *Kelley* medical-decision factors (seriousness/likelihood of harm; medical evaluations/recommendations; risks of treatment; child preference if of sufficient age) govern this discrete tie-break and can be resolved on focused evidence specific to the treatment decision. Because the Court denied relief for failure to establish a modification prima facie showing, Luba respectfully requests reconsideration and decision under *Kelley*, not the modification standard. In the alternative, the Court should set a brief evidentiary hearing tailored to the *Kelley* factors.

B. The Record Is Internally Mixed; Under the Prima-Facie Screen, Non-Movant Evidence Does Not "Conclude the Matter."

What the provider wrote:	**What the provider also wrote:**
"Monitoring is absolutely reasonable" and "Phase I is 'preventative' and not 'medically necessary' at this time." (Ex. C, DEF 000011)	"We **do not recommend delaying** treatment, to avoid the consequences outlined." (Ex. 5:0021)

Because the same communications both (a) allow monitoring and (b) warn not to delay, they do not "conclusively establish" that Luba's showing is false. On such a contradictory paper record, credibility and medical nuance cannot be resolved without testimony. A limited evidentiary hearing is required.

Requested relief (limited hearing): 45 minutes total, two witnesses (treating orthodontist or records custodian by remote appearance + Luba), limited to *Kelley* factors (1)–(3).

C. Deciding Without Oral Argument and Vacating the Noticed Hearing Was Improper on a Disputed, Fact-Intensive Record

Even if decisions on the papers are permitted in general, exercising that discretion here—where the Court weighed conflicting medical statements, inferred clinical meaning from insurance-coding language ("preventative"), and discounted sworn pain reports—constituted fact-finding not suited to a paper screening. The Court should vacate the paper denial and set the narrowly-tailored hearing requested above. (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025*)

The Court invoked EDCR 5.702(b) to decide "at any time and without oral argument," and then vacated the August 27, 2025 hearing. But the filings raised material factual disputes—including (1) whether the child presently experiences pain and functional impacts; (2) the nature of the provider's recommendations; and (3) the risks of immediate intervention versus delay—that required live testimony or, at minimum, an evidentiary hearing to resolve credibility and to weigh conflicting medical communications.

The Order itself quotes *Myers v. Haskins*: the court may consider the non-movant's evidence only when it "conclusively establishes" the falsity of the movant's allegations. Here, the communications the Court relied on do not conclusively refute Luba's showing; rather, they present mixed language—including "monitoring is reasonable" but also "do not wait" to avoid long-term consequences—precisely the sort of conflicting proof that should not be resolved on papers alone. The Court's use of those communications to reject Luba's claims (and to fault her framing as "documented medical necessity") crossed into fact-finding and credibility weighing that *Myers* cautions against at the prima facie stage. An evidentiary hearing is required.

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D. The Order Misapplies *Kelley's* Medical Tie-Breaker and Fails to Adequately Tie Best-Interest Findings to the Record

Under *Kelley*, the court should consider: (1) seriousness/likelihood of harm; (2) medical evaluation/recommendation; (3) risks of treatment; and (4) child preference if of sufficient age. The Order acknowledges these factors but rejects relief by treating "preventative" as synonymous with "no medical need," and by discounting (i) the doctor's own written recommendation to not wait to begin Phase I to avoid long-term consequences, and (ii) Luba's sworn assertion that the child has pain. At minimum, the first two *Kelley* factors weigh for timely care or, at least, require an evidentiary hearing to resolve competing inferences; the third factor (risks) also demanded live testimony, which the Court found lacking precisely because the hearing was vacated.

The Order further states the child is of insufficient age/capacity for preference (factor four), which Luba does not contest; regardless, the remaining three factors support setting an evidentiary hearing and re-evaluating the tie-break.

E. The Child-Support Modification Was Entered on an Incomplete and Unreliable Income Record and Should Be Reconsidered After a Proper Evidentiary Basis

The Order finds a ≥20% change in GMI using a single mid-year paystub for a tipped hospitality worker and a line-item calculation. (Cite order) That snapshot does not reliably reflect Luba's actual gross monthly income given tip variability, seasonality, and overtime fluctuations. On this incomplete record—created in part by deciding the matter without a hearing—the Court should reconsider and set an evidentiary hearing to take multiple months of paystubs and, if appropriate, employer records, to calculate GMI fairly before modifying support.

F. The Preliminary Fee Ruling Should Be Denied or, at Minimum, Deferred

The Order preliminarily grants fees and sets a fee-memorandum schedule (due September 27, 2025; decision October 22, 2025 at 3:00 a.m.). Luba's motion—seeking a medical tie-break

for orthodontic care—was good-faith litigation about the child's well-being, not a vexatious or harassing filing. On July 16, 2025, in an effort to reduce conflict and expedite appropriate care, Luba offered to withdraw her motion conditioned on Enrique obtaining a second opinion and implementing the recommendations; Enrique opposed this and proposed deferring the second opinion until November, about four months later. Fee-shifting here would function as a punitive measure for a parent raising a bona fide medical concern, contrary to the family-law preference that financial sanctions not be used to impose hardship in parenting disputes. (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025*) The Court should deny fees outright or defer any determination until after a proper evidentiary hearing on both (i) medical tie-breaking and (ii) income/GMI.

III. Narrow Alternative Relief (If Immediate Appliances Are Not Ordered).

If the Court remains disinclined to order Phase I treatment immediately, Luba requests the following guarded deferral:

1. Second Opinion: The parties shall keep the in-network second-opinion appointment currently calendared for November 7, 2025; both parents shall attend.
2. Provider Letter: Within 7 days after that visit, the provider shall issue a brief letter addressing: (a) risks of delaying vs. starting Phase I now; (b) whether "preventative/not medically necessary" reflects insurance coding versus clinical best interest; and (c) whether pain reports are consistent with the findings.
3. Status Check: Set a status hearing 10–14 days after the letter (remote appearance permitted).
4. Tie-Breaker: The Court will make the *Kelley* tie-break at that status hearing on the expanded record.

IV. CONCLUSION

For the foregoing reasons, Luba respectfully requests that the Court:

1. Vacate the portions of the August 29, 2025 Order that (a) denied Luba's medical tie-break request on the papers and (b) vacated the noticed hearing; and set an evidentiary hearing on the *Kelley* factors;
2. Reconsider and defer any child-support modification until GMI is determined on a complete evidentiary record;
3. Deny or defer any fee award pending the evidentiary hearing and a full record; and
4. Grant such other and further relief as the Court deems just and proper.

DATED this 16th day of September, 2025.

Respectfully submitted,

/s/Luba Dace

LUBA DACE, in propria persona

DECLARATION OF LUBA DACE

I, Luba Dace, declare:

1. I am the Plaintiff. I have personal knowledge of the facts stated herein.
2. Between May–August 2025, [redacted] reported toothache to me on at least five **(5)** occasions after meals and at bedtime, including July 9, 2025 during a call.
3. My July 9, 2025 motion sought a temporary tie-break for orthodontic care based on a provider evaluation and my child's reports of pain.
4. I did not intend to mislead the Court. I understood the provider's communications to recommend not waiting to begin Phase I care to avoid long-term consequences.
5. I expected to present testimony and supporting records at the August 27, 2025 hearing and was prejudiced when the hearing was vacated and the matter decided on the papers.
6. My income as a tipped worker fluctuates materially month-to-month. One mid-year paystub is not a reliable measure of my true gross monthly income. I can provide several months of paystubs and employer documentation for an accurate calculation.
7. I brought my motion in good faith for my child's best interests, not to harass Enrique.
8. I respectfully request an evidentiary hearing on the medical issue and a fair opportunity to present income evidence before any support modification or fee award.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045; 28 U.S.C. § 1746) that the foregoing is true and correct.

Executed this 16th day of September, 2025.

/s/*Luba Dace*

Luba Dace

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 16th day of September, 2025, a true and correct copy of the foregoing Plaintiff's Objection to Order was served via mandatory electronic service using the Eighth Judicial District Court's e-filing and e-service system to all registered recipients in this case.

/s/*Luba Dace*

Luba Dace

Exhibit List

- **Exhibit 1** – June 10, 2025 Orthodontist Recommendation Letter
  (Dr. Dougherty warns delay may cause impaction, surgery, misalignment, long-term harm)
- **Exhibit 2** – Talking Parents Messages between the parties
  (Shows Defendant's long delays in response; supports enforcement of Decree ¶ 9.8 and good faith by Plaintiff)
- **Exhibit 3** – Referral to an Orthodontist on June 9, 2025
  (Demonstrates formal referral; rebuts claim Plaintiff acted unilaterally)
- **Exhibit 4** – Jennifer Gonzalez Salary
  (Shows discrepancy in her income filed in Enrique's FDF)
- **Exhibit 5** – Email from Dentist Office dated July 28, 2025
- **Exhibit 6** – See Parties "Talking Parents" Messages
  (Shows Enrique's refusal to pay his portion on Insurance Premiums)

EXHIBIT 1

TRUMAN
ORTHODONTICS

June 10, 2025



Mrs. Luba Snow
[redacted]

Re: [redacted] **Gonzalez**

Dear Luba,

It was a pleasure to meet you and [redacted] to discuss your orthodontic concerns. Listed below are Dr. Joseph Dougherty's findings with his treatment plan to address those concerns.

DIAGNOSTIC FINDINGS

- Narrow upper arch form- The space in the upper jaw is too small to accommodate all the permanent teeth
- The upper front teeth vertically overlap the lower front teeth too far resulting in excessive tooth wear
- The upper front teeth are too far in front of the lower front teeth causing excessive overjet
- Mesioangulated teeth #'s: 6 and 11 with risk of impaction

TREATMENT RECOMMENDATIONS

To address the orthodontic issues, a two-phased treatment plan is recommended.

- **Phase I:** The first phase will consist of a palatal expander to widen the upper jaw, followed by upper and lower metal braces of the mixed dentition for approximately 12-15 months. The first phase will also require extraction of the primary canines to remove any obstacles and encourage eruption of the permanent canines. Phase I is a focused treatment that can only be accomplished at this stage of dental development. It aims to correct the narrow upper jaw and create sufficient room for future eruption of the remaining 12 permanent teeth. Doing so now will prevent the need for invasive surgeries to widen the jaw and forced eruption with chain ligation of impacted permanent teeth.

- **Phase II**: After phase I, we will closely monitor growth and eruption. Further orthodontic treatment will be required to finalize the alignment of all the permanent teeth and correct any remaining bite discrepancies. The specific details of phase II will be determined based on the progress of the erupting teeth.

CONSEQUENCES IF LEFT UNTREATED

Timing is everything, and it is not recommended to wait to begin Phase I. Failure to follow through with the recommended treatment could lead to several long-term consequences, including:

- **Continued Misalignment**: Without expansion and proper orthodontic intervention, the misalignment of teeth will likely worsen, leading to increased crowding, overlapping, and rotation of the teeth. This can affect the aesthetic appearance, dental health, and function of the teeth.
- **Risk of Impaction:** Due to the lack of space, the upper canines are at higher risk of impaction. If left untreated, they may fail to properly erupt into the mouth, leading to complex surgical intervention in the future.
- **Jaw and Bite Issues**: The narrow upper jaw could lead to bite issues, such as malocclusion, which may cause difficulty in chewing, speaking, and even lead to temporomandibular joint (TMJ) disorders over time.
- **Reduced Functionality**: Properly aligned teeth are crucial for effective chewing and speech. Prolonged misalignment may hinder these functions and lead to increased wear of the teeth and eventual tooth loss.
- **Increased Difficulty in Treatment:** If the crowding issue is not addressed early with Phase I, later treatment is likely to be more difficult, take longer, and require more extensive interventions, such as tooth extractions or surgical procedures

We look forward to making this experience rewarding an pleasant for you and [redacted] Thanks for giving us the privilege to be part of her treatment.

Best regards,

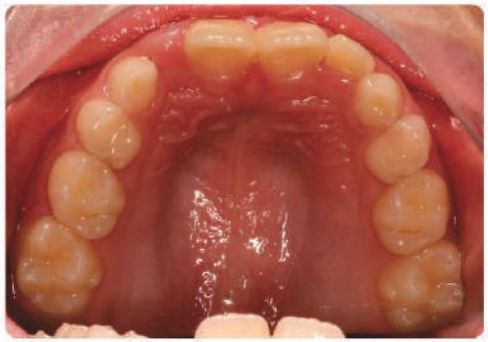


Joseph Dougherty DMD









TRUMAN

ORTHODONTICS

Summerlin & Centennial locations
702.360.9000
www.trumanorthodontics.com

Isabella Gonzalez
Image Date: 6/9/2025
Age 8yrs Birthdate: 8/27/2016









[redacted]

EXHIBIT 2

COMPLETE MESSAGE RECORD

LUBA SNOW AND ENRIQUE GONZALEZ

All times presented in Eastern Standard Time

Record Requested by Luba Snow

Record Generated By TalkingParents
on 6/30/2025 at 3:25:43 PM

Unique Authentication Code:
P67V-SWQJ-YSWL-Q3PB

TALKINGPARENTS CERTIFIES this record was created by TalkingParents and is a true and correct compilation of original data stored on our secure servers at the time it was collected or provided by the parents at issue. The information in this Record was logged at the time of the occurrence of the matters set forth by it and the creation of such Records is a regular part of our business operations.



Digital Signature

When our system generates a Record, the PDF file is signed electronically. This digital signature can be viewed and verified by opening the PDF file with Adobe Acrobat or Adobe Reader. The presence of this electronic signature not only verifies that the file came from us, but that it has not been digitally modified in any way. If the file has been modified in any way, then the signature will no longer appear as valid. The document is jointly signed by TalkingParents (Monitored Communications, LLC) and by Entrust Timestamp Authority™ authenticated by the Adobe Approved Trust List.



Unique Authentication Code

Our system assigns a unique 16-digit code for every record that is generated. The original file is permanently archived to allow document authentication if necessary. The Unique Authentication Code is located at the bottom of every page of the record.



From our Servers to the Courtroom

When a parent requests a copy of their TalkingParents record, our system compiles the information from our secure servers. Parents can obtain a PDF or printed version of their records. Access to a PDF version accompanies each printed record; the PDF version is identical to the printed copy. To access the PDF version, scan the QR code in the top right corner of this page, enter the access code, and download the PDF. The access code is in the record request confirmation email sent to the recipient. You must have the access code to download the PDF record.

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Case Information

Parents

Luba Snow

Signed up on 12/18/2018 at 5:56:01 PM and provided the following:

Other Parent's Name: Enrique velazquez-gonzalez

Enrique Gonzalez

Signed up on 12/18/2018 at 6:00:31 PM and provided the following:

Other Parent's Name:

Date and Time Zone Information

***All times presented in Eastern Standard Time**

*TalkingParents documents and maintains all time information in Coordinated Universal Time (UTC). This is done to ensure accuracy and reliability of all records regardless of a parent's location. As a matter of convenience, parents have the option of viewing all time information, including the times shown on this complete message record, in the time zone of their choice.

All dates presented in M/D/YYYY format.

Parents can select the date format options in their account settings. The default format is M/DD/YYYY.

New Message Notifications

Our service sends an automatic email notice every time a parent has a new message to view at TalkingParents. These notices are sent as a courtesy and we cannot verify if they are actually received or viewed. Parents can turn these email notices off (or back on) anytime. Our iPhone and Android apps include built-in new message notifications.

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Messages

All messages are grouped into subjects by the parent who created them.

Subjects are presented in their entirety with no messages left out and arranged chronologically based on most recent activity

All messages within a subject are arranged chronologically, top to bottom, starting with the first message

Subjects are outlined in solid black.

Luba Snow's messages are outlined in dots.

Enrique Gonzalez's messages are outlined in dashes.

Follow-Up on [redacted] Orthodontic Treatment

Created by: Luba Snow on 6/9/2025 at 8:36:28 PM

Luba Snow on 6/9/2025 at 8:36:28 PM said:

Hi Enrique,

I wanted to follow up regarding today's orthodontic evaluation and the necessary treatment plan that was discussed.

The orthodontist explained that [redacted] adult teeth are coming in sideways, and without timely intervention, there is a real risk that they could impact or attach to the roots of neighboring permanent teeth, potentially causing permanent damage or tooth loss. [redacted] also has a developing overbite, which increases the risk of chipping her front teeth.

To prevent these issues, the doctor strongly recommended that we move forward with treatment now rather than waiting. One of the first steps involves extracting two of [redacted] baby teeth to create space for the adult teeth to come in properly. The orthodontist made it clear that this step is necessary, not optional, to avoid more serious problems later.

I need to go ahead and schedule the appointment for the extractions, and I want to check whether you are okay with proceeding as the doctor advised. I can also forward you a referral to the dentist for the extraction of her two baby teeth if you didn't get one today before you left.

Let me know your thoughts so we can move forward in [redacted] best interest.

Enrique Gonzalez viewed this subject on 6/10/2025 at 10:56:29 AM

Enrique Gonzalez on 6/10/2025 at 11:12:49 AM said:

To be clear the orthodontist did not say it was a necessary step and stated that it was ok to monitor her growth. After reviewing all the options, I've decided to wait before starting any treatment. Specifically, I'm going to hold off until more of her baby teeth have naturally fallen out.
At this point, [redacted] is not having any functional issues—she's eating, speaking, and developing normally. Based on both professional guidance and current research, there's no medical need to intervene right now by putting her under anesthesia to extract teeth or by placing a spacer. These kinds of early treatments are

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generally reserved for specific, urgent dental issues, which she does not have.
Research shows that early orthodontic treatment (often called Phase 1) is often unnecessary unless there are clear developmental or functional concerns. In most cases, waiting until more permanent teeth are in allows for a single, more effective phase of treatment during adolescence. The American Association of Orthodontists supports this approach in the absence of specific problems like crossbites or jaw growth issues.
As an aside, [redacted] insurance won't cover orthodontic work at this early age without medical necessity, which further confirms that waiting is the best course of action.
Of course, we will continue to monitor her progress, and if anything changes or concerns come up, we can revisit it then. Right now, there's just no reason to put her through unnecessary procedures. Please let me know if you need me to cancel the July 11th appointment or if you will be doing it.
Thank you

Luba Snow viewed this subject on 6/10/2025 at 11:24:41 AM

Luba Snow on 6/10/2025 at 11:31:21 AM said:

Your interpretation of the orthodontist's recommendation does not align with the information we received yesterday. Please do not cancel the July appointment. It's important that she sees an in-network dental provider, not only for coverage purposes but also to obtain a second opinion regarding her dental issue. Once we have that evaluation, we can determine the next steps together.

Luba Snow on 6/10/2025 at 10:30:03 PM said:

Here is the paperwork from orthodontist. Will you reconsider allowing [redacted] the treatment?

Attached File(s): Recommendation letter.pdf (426.32 KB)

Enrique Gonzalez viewed this subject on 6/11/2025 at 3:19:41 PM

Enrique Gonzalez downloaded [Recommendation letter.pdf] on 6/12/2025 at 11:46:19 AM

Enrique Gonzalez on 6/12/2025 at 12:33:04 PM said:

I will be addressing the office in regards to the letter they sent you and go from there.

Please verify that the dentist you made the July 11 appointment with is Dr Hyer. If this is incorrect please add the providers name, addresss and phone number here. Thank you.

Luba Snow viewed this subject on 6/12/2025 at 12:57:18 PM

Luba Snow on 6/12/2025 at 1:09:45 PM said:

I already sent you all information, please refer to Dentist

Luba Snow on 6/12/2025 at 1:11:27 PM said:

I already sent you ALL information about July 11 appointment in "Dentist" chat. Please refer to that

Enrique Gonzalez viewed this subject on 6/12/2025 at 1:55:49 PM

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Enrique Gonzalez on 6/12/2025 at 1:59:12 PM said:

That referral was not a dentist. Saxe is an orthodontist. Please let me know what dentist she has an appointment with here and add the contact information to the calendar. If you are referring to Saxe please indicate that as well. Thank you.

Luba Snow viewed this subject on 6/12/2025 at 2:02:01 PM

Luba Snow on 6/12/2025 at 2:27:45 PM said:

1. The referral we got on Monday from an orthodontist is for [redacted] dentist at Mt. Edge pediatrics, for extraction of her 2 baby teeth. A necessary procedure to start phase 1 of her treatment. My understanding is that you are not on board to extract the baby teeth.

2. July 11 appointment is with Cullinary dentist to get her in with in network provider.

Lmk if you have changed your mind after reading recommendations letter so we can start the treatment asap.

Attached File(s): IMG_6176.png (1.71 MB)

Enrique Gonzalez viewed this subject on 6/12/2025 at 3:20:05 PM

Enrique Gonzalez downloaded [IMG_6176.png] on 6/12/2025 at 3:20:46 PM

Luba Snow on 6/25/2025 at 12:44:27 AM said:

[redacted] dentist called me today to schedule an appointment for the extraction of her 2 teeth (per orthodontist's referral). Im still waiting on your answer about starting the treatment for [redacted]

Enrique Gonzalez viewed this subject on 6/28/2025 at 1:19:08 PM

Enrique Gonzalez on 6/30/2025 at 11:01:59 AM said:

As stated above and to reiterate, I've decided to wait before starting any treatment. Specifically, I'm going to hold off until more of her baby teeth have naturally fallen out.
At this point, [redacted] is not having any functional issues—she's eating, speaking, and developing normally. Based on both professional guidance and current research, there's no medical need to intervene right now by putting her under anesthesia to extract teeth or by placing a spacer. These kinds of early treatments are generally reserved for specific, urgent dental issues, which she does not have.
Research shows that early orthodontic treatment (often called Phase 1) is often unnecessary unless there are clear developmental or functional concerns. In most cases, waiting until more permanent teeth are in allows for a single, more effective phase of treatment during adolescence. The American Association of Orthodontists supports this approach in the absence of specific problems like crossbites or jaw growth issues.
As an aside, [redacted] insurance won't cover orthodontic work at this early age without medical necessity, which further confirms that waiting is the best course of action at this time.
Of course, we will continue to monitor her progress, and if anything changes or concerns come up, we can revisit it then. Right now, there's just no reason to put her through unnecessary procedures. Thank you

Luba Snow viewed this subject on 6/30/2025 at 11:07:20 AM

Child Support Payments

Created by: Enrique Gonzalez on 1/3/2025 at 6:16:58 PM

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Enrique Gonzalez on 1/3/2025 at 6:16:58 PM said:

Per our court order your first child support payment was due January 1. Please let me know how you'd like to arrange to make those payments.

Luba Snow viewed this subject on 1/3/2025 at 6:17:23 PM

Luba Snow on 1/3/2025 at 6:18:02 PM said:

Send me your Venmo information

Enrique Gonzalez viewed this subject on 1/3/2025 at 8:32:23 PM

Enrique Gonzalez on 1/3/2025 at 8:40:12 PM said:

https://venmo.com/code?user_id=2738171515240448924&created=1735954740

Luba Snow viewed this subject on 1/3/2025 at 8:40:48 PM

Luba Snow on 1/8/2025 at 3:45:14 PM said:

January 2025

Attached File(s): IMG_4780.jpeg (418.56 KB)

Enrique Gonzalez viewed this subject on 1/8/2025 at 7:12:34 PM

Enrique Gonzalez on 3/6/2025 at 7:29:17 PM said:

Please let me know when you plan to pay this months child support.

Luba Snow viewed this subject on 3/7/2025 at 12:47:02 PM

Luba Snow downloaded [IMG_4780.jpeg] on 3/10/2025 at 6:17:06 PM

Enrique Gonzalez on 5/1/2025 at 1:52:46 PM said:

Please let me know when you plan to pay this months child support. I send you a venmo request for $241. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 1:57:47 PM

Luba Snow on 5/3/2025 at 5:19:07 PM said:

May child support -$65 for co-pays per agreement

Attached File(s): IMG_5777.png (407.27 KB)

Enrique Gonzalez viewed this subject on 5/4/2025 at 10:42:16 PM

Enrique Gonzalez on 6/2/2025 at 5:16:23 PM said:

Please let me know when you plan to pay this months child support

Luba Snow viewed this subject on 6/2/2025 at 5:34:14 PM

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Enrique Gonzalez on 6/7/2025 at 12:27:20 PM said:

I still haven't received your child support payment which was due a week ago. Please let me know if I need to involve outside agencies. If I don't hear from you by Monday I will go ahead and file a claim with Child Support Enforcement. Thank you.

Luba Snow viewed this subject on 6/9/2025 at 12:23:04 PM

Luba Snow on 6/9/2025 at 12:23:41 PM said:

June child support

Attached File(s): IMG_6153.png (185.81 KB)

Enrique Gonzalez viewed this subject on 6/9/2025 at 2:38:45 PM

Enrique Gonzalez on 6/9/2025 at 2:40:34 PM said:

I received $50 of the $301 owed. When are you planning on paying the rest? I'd really like to avoid outside agencies. Thank you.

Luba Snow viewed this subject on 6/9/2025 at 5:57:20 PM

Luba Snow on 6/9/2025 at 5:58:20 PM said:

I will try to make it up next month.

Enrique Gonzalez viewed this subject on 6/10/2025 at 10:56:07 AM

Enrique Gonzalez on 6/11/2025 at 3:25:17 PM said:

I wanted to address your recent claim about being unable to pay child support. It's confusing and concerning, given that you were willing to pay several hundred dollars out-of-pocket for out-of-network dental treatment for [redacted] that, as we've discussed, was not medically necessary.
In addition, you're currently investing thousands of dollars in appealing the court's custody decision, which makes it even harder to understand how you can assert financial hardship when it comes to contributing to [redacted] everyday needs.
If you're able to fund elective expenses and legal proceedings, then claiming you're unable to meet your child support obligations doesn't reflect your actual financial situation—it reflects a choice. Thank you.

Luba Snow viewed this subject on 6/11/2025 at 3:31:32 PM

DENTIST

Created by: Luba Snow on 9/14/2022 at 7:54:13 PM

Luba Snow on 9/14/2022 at 7:54:13 PM said:

[redacted] dentist appointment went well today. They cleaned her teeth and took X-Rays. Dentist said she is developing cavities on her left side, in the back. He said we need to help her floss and snack less during the day, especially sugar.

Her next appointment is March 21 at 3:30.

Enrique Gonzalez viewed this subject on 9/14/2022 at 8:01:23 PM

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Luba Snow on 4/18/2024 at 6:23:44 PM said:

Just a reminder [redacted] has dentist appointment on April 25 at 4 pm

Enrique Gonzalez viewed this subject on 4/19/2024 at 12:02:35 AM

Enrique Gonzalez on 4/19/2024 at 12:03:22 AM said:

Ok

Luba Snow viewed this subject on 4/19/2024 at 12:03:31 AM

Luba Snow on 4/25/2024 at 9:09:50 PM said:

[redacted] dentist appointment went good. I'll let you know tomorrow when is her next appointment.

Luba Snow on 4/26/2024 at 1:58:55 PM said:

[redacted] next dentist appointment is November 7 at 4 pm. Lmk if that works for you. Thank you.

Enrique Gonzalez viewed this subject on 4/26/2024 at 10:51:24 PM

Enrique Gonzalez on 4/27/2024 at 11:58:00 AM said:

I am fine with appointments after school since she can't be brought back after morning ones. Thank you.

Luba Snow viewed this subject on 4/27/2024 at 11:58:19 AM

Luba Snow on 4/27/2024 at 12:40:43 PM said:

The doctor released [redacted] from school on Wednesday April 24, I provided you a copy. I picked her up after your week with itchy bumps all over her body and a cough.

Enrique Gonzalez viewed this subject on 4/28/2024 at 1:46:39 PM

Enrique Gonzalez on 4/28/2024 at 1:49:13 PM said:

And went swimming at red rock. FYI [redacted] speaks the truth quite well and your lies don't work anymore. Make appointments for after school from now on. Thank you.

Luba Snow viewed this subject on 4/28/2024 at 2:14:02 PM

Luba Snow on 4/28/2024 at 2:17:28 PM said:

As I stated above doctor released [redacted] from school that day. Nowhere in my messages am I accusing anyone of lying.

Enrique Gonzalez viewed this subject on 5/1/2024 at 11:40:47 PM

Luba Snow on 1/27/2025 at 1:18:14 PM said:

[redacted] next dentist check up is on May 9 at 7:30 am. Lmk if this works for you. It's also on the calendar in this app.

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Enrique Gonzalez viewed this subject on 1/28/2025 at 8:07:52 PM

Enrique Gonzalez on 1/28/2025 at 8:23:41 PM said:

No that doesn't work for me. Please make it on your Monday at 7:30 am if you'd like to keep in on your time. Thank you.

Luba Snow viewed this subject on 1/28/2025 at 8:24:50 PM

Luba Snow on 1/29/2025 at 1:38:33 PM said:

No problem. I rescheduled it for May 12 at 7:30. It's on the calendar too.

Enrique Gonzalez viewed this subject on 1/30/2025 at 6:56:26 PM

Enrique Gonzalez on 5/12/2025 at 5:08:45 PM said:

What time was [redacted] checked out from today's appointment? Please send any updates and discharge paperwork. Thank you.

Luba Snow viewed this subject on 5/12/2025 at 5:10:25 PM

Luba Snow on 5/12/2025 at 5:22:58 PM said:

Hi Enrique,

[redacted] dentist appointment was quick and went well. The dentist mentioned that her teeth are crowded and provided a referral to an orthodontist (attached).

That said, I'll need to schedule another dental visit with a provider in my network to obtain a new referral. I've already contacted a few offices and am waiting to hear back. I'll share the full details with you once the new appointment is confirmed.

FYI
[redacted] next cleaning appointment is scheduled for November 21 at 8 am.

Let me know if you have any other questions.

Thanks,
Luba

Attached File(s): E312A6A3-6635-4E7C-9BE3-DB5F5A8F933A.jpeg (6.31 MB)

Enrique Gonzalez viewed this subject on 5/13/2025 at 12:44:35 AM

Enrique Gonzalez downloaded [E312A6A3-6635-4E7C-9BE3-DB5F5A8F933A.jpeg] on 5/13/2025 at 12:45:44 AM

Luba Snow on 5/21/2025 at 4:09:06 PM said:

[redacted] has a dentist appointment to get a referral for an orthodontist on July 11 at 4 pm. See attached. Lmk if you have any questions.

Attached File(s): IMG_5997.png (373.9 KB)

Enrique Gonzalez viewed this subject on 5/21/2025 at 8:08:12 PM

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Enrique Gonzalez on 5/21/2025 at 9:43:23 PM said:

If the appointment was at 7:30 AM and went quickly, I don't understand why [redacted] wasn't dropped off at school until noon. November 21st is a Friday morning. Since this is your chosen dentist and they offer 7:30 AM Monday appointments—which fall on your custodial time—please schedule future visits then. That way, it doesn't interfere with [redacted] school attendance or my parenting time.
If you choose to keep using that provider, make sure she is taken directly to school after the appointment, unlike what happened last week. Thank you.

Luba Snow viewed this subject on 5/21/2025 at 9:55:11 PM

Luba Snow on 6/2/2025 at 12:07:15 PM said:

I was able to get [redacted] in sooner at this orthodontist. She has an appointment for her braces June 9 at 7:30 am. See attached.

Let me know if you have any questions and if you will be coming to the appointment.

Attached File(s): IMG_6084.png (811.05 KB)

Enrique Gonzalez viewed this subject on 6/3/2025 at 8:53:33 PM

Enrique Gonzalez downloaded [IMG_6084.png] on 6/3/2025 at 8:57:19 PM

Luba Snow on 6/8/2025 at 11:53:04 PM said:

Hi Enrique,
Just following up regarding [redacted] upcoming orthodontist appointment. If the orthodontist recommends braces, they will be placed the same day.
Please confirm if you plan to attend. If you choose not to come, I'll send you an update after the appointment, including the treatment details and cost.
A quick response would be appreciated so I can plan accordingly.
Thank you,
Luba

Enrique Gonzalez viewed this subject on 6/9/2025 at 10:10:53 AM

Enrique Gonzalez on 6/9/2025 at 10:16:15 AM said:

I do not consent to any treatment at this time. I will be there shortly to discuss the options with the orthodontist and will do what is necessary once I am there. Thank you.

Enrique Gonzalez downloaded [IMG_6084.png] on 6/9/2025 at 10:26:23 AM

Luba Snow viewed this subject on 6/9/2025 at 10:47:21 AM

Luba Snow downloaded [IMG_5997.png] on 6/12/2025 at 1:06:34 PM

Passport card and passport book

Created by: Luba Snow on 1/4/2025 at 12:26:43 AM

Luba Snow on 1/4/2025 at 12:26:43 AM said:

Hi Enrique,

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EXHIBIT 3

ORTHOBAR®

Brady Petersen, DMD, MS
BOARD-CERTIFIED ORTHODONTIST

Kory Grahl, DMD, MS, FAGD
BOARD-CERTIFIED ORTHODONTIST

Patient Name Isabella Gonzalez Date 05/12/2025

Patient Phone (702) 354-0201

Referred by Dr. Saxe

Areas of Concern:

- [x] Crowding
- [ ] Spacing
- [ ] Overjet
- [ ] Overbite
- [ ] Openbite
- [ ] Crossbite
- [ ] Missing Teeth
- [ ] Impacted Teeth
- [ ] Pre-prosthetics
- [ ] Orthognathic surgery
- [ ] Early or Interceptive Treatment
- [ ] Space Maintenance
- [ ] Other _____

Dental History:

- [x] Date of last cleaning and checkup 05/12/2025
- [ ] Panoramic radiograph is available
- [ ] Restorative work needed



[redacted]

EXHIBIT 4

Search within these records:

Jennifer Terrana | 2022 | Search

Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Total benefits	Total pay & benefits
Jennifer Terrana	RBG3 LEARNING STR Clark County School District, 2022	$65,770.00	$0.00	$4,457.00	$70,227.00	$29,592.00	$99,819.00
Jennifer Terrana	RBG3 LEARNING STR Clark County School District, 2021	$64,119.00	$0.00	$2,457.00	$66,576.00	$28,505.00	$95,081.00
Jennifer Terrana	GRADE 2 Clark County School District, 2018	$58,796.70	$0.00	$1,065.16	$59,861.86	$24,807.61	$84,669.47
Jennifer Terrana	GRADE 2 Clark County School District, 2017	$58,458.96	$0.00	$1,212.00	$59,670.96	$24,447.21	$84,118.17
Jennifer Terrana	LEARN STRAT, ELEM Clark County School District, 2020	$53,283.94	$0.00	$791.92	$54,075.86	$24,621.29	$78,697.15
ADVERTISEMENT							
Jennifer Terrana	Grade 2 Clark County School District, 2015	$53,146.64	$0.00	$910.51	$54,057.15	$21,924.33	$75,981.48
Jennifer Terrana	GRADE 2 Clark County School District, 2014	$51,872.64	$0.00	$614.68	$52,487.32	$20,905.51	$73,392.83
Jennifer Terrana	GRADE 2 Clark County School District, 2019	$51,360.00	$0.00	$1,461.00	$52,821.00	$23,295.00	$76,116.00
TERRANA, JENNIFER	GRADE 3 Clark County School District, 2013	$17,102.00	$0.00	$0.00	$17,102.00	$0.00	$17,102.00

« Previous

Search web & PC

EXHIBIT 5

Outlook

Fw: [redacted] Gonzalez

[redacted]

Date Mon 7/28/2025 9:21 PM

[redacted]

---------- Forwarded message ---------

[redacted]

Date: Mon, Jul 28, 2025 at 16:59

Subject: RE: [redacted] Gonzalez

[redacted]

Dear Amanda M. Roberts,

Thank you for your fax. I understand that Mrs. Luba Snow and Mr. Enrique Gonzalez would like to schedule a telephone conference regarding [redacted] Gonzalez's Phase I treatment.

Please note that all of the documents you have reflect Dr. Joe's complete diagnosis, recommendations, and the potential consequences of not proceeding with treatment at this time. Though we do not recommend delaying treatment, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary.

We're always here to help if there are any treatment-related questions or if any additional information is needed. However, please note that our office does not get involved in child custody matters. If there is an absolute need for Dr. Joe to speak directly with a third party, please be aware there is a fee of $150 for any such conference.

Please let us know how you'd like to proceed.

Thank you for your understanding.

Best regards,



Jazmine Rios
Treatment Coordinator
Truman Orthodontics
[redacted]
w: www.trumanorthodontics.com

[redacted]

EXHIBIT 6

I also want to clarify that I did not check [redacted] out early during your custodial time. My time begins at 3:00 p.m., and school ends at 3:10 p.m. I was at the office at 3:00 p.m. and checked her out just ten minutes early, within my designated time.

Enrique Gonzalez viewed this subject on 5/1/2025 at 11:19:03 PM

Enrique Gonzalez on 5/1/2025 at 11:35:14 PM said:

Please be advised that CCSD's legal team has confirmed the following conditions of the new court order.
* you are not permitted to visit the school or volunteer during school hours on the father's custodial days (Monday through Friday).
* you are not allowed to pick up [redacted] before 3:11 p.m.
I've also been informed that we are no longer to exchange personal documents in the office nor are we to use the office as a drop off pick up space. Please use [redacted] take home folder to exchange the passport form that I still need, and utilize her outside dot for pick up and drop off. Your cooperation is expected and necessary to support what is in [redacted] best interests. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 11:35:25 PM

Luba Snow on 5/2/2025 at 5:26:08 PM said:

Would it be ok if I checked [redacted] out right after the field day is over (about 10 minutes early?) as it is an option for all parents.

Enrique Gonzalez viewed this subject on 5/4/2025 at 10:42:01 PM

Insurance payments/co-pays

Created by: Luba Snow on 8/5/2024 at 6:59:50 PM

Luba Snow on 8/5/2024 at 6:59:50 PM said:

Can you please send me the money for co-pays for [redacted] appointments, your portion is $65.

Please see attached all the payments for [redacted] health insurance. Your portion is $2243 as of today. Thank you.

Attached File(s): 30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg (3.75 MB)

Enrique Gonzalez viewed this subject on 8/5/2024 at 8:53:12 PM

Enrique Gonzalez on 8/5/2024 at 9:01:57 PM said:

Yes I will send the $65 but I am not responsible for her insurance payments. Per the decree you are. Thank you.

Per the decree: 10.5. Medical Insurance. Wife shall each provide insurance coverage for the child if available through work at a reasonable rate, or if available through a spouse's work if Wife remarries. Any of the minor child's unreimbursed medical expenses will be divided equally between the parties, other than copays or out of pocket expenses for the minor child's counseling, which Wife has agreed to alone bear, as set forth above.

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Please direct any further questions regarding this to your attorney Alex.

Please also let me know how you'd like to pay the 14+k you owe me in attorneys fees. That has been owed for well over a year. Thank you.

Luba Snow viewed this subject on 8/5/2024 at 9:02:24 PM

Luba Snow on 8/5/2024 at 9:18:58 PM said:

This message is about unreimbursed medical expenses not attorney fees.

I prefer we work it out ourselves but if you want we can go through attorneys then.

Enrique Gonzalez viewed this subject on 8/6/2024 at 10:35:57 AM

Enrique Gonzalez on 8/6/2024 at 10:38:44 AM said:

There is nothing to work out. The decree is clear on you covering [redacted] insurance costs.
As far as the attorneys fees go, I see the garnishment has finally started so no need to discuss further. Thank you.

Luba Snow viewed this subject on 8/6/2024 at 10:49:03 AM

Luba Snow on 8/12/2024 at 9:34:29 PM said:

Please see attached.
Your total for insurance is $343.27, which brings the total to $2586.27

Luba Snow on 8/12/2024 at 9:34:46 PM said:

Premium

Attached File(s): 91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg (888.67 KB)

Enrique Gonzalez viewed this subject on 8/14/2024 at 9:34:45 PM

Enrique Gonzalez on 8/14/2024 at 9:35:41 PM said:

As I've told you several times, per the divorce decree, you are responsible for insurance. Please have your attorney reach out to mine if there is any confusion on your part. Thank you.

Luba Snow viewed this subject on 8/14/2024 at 9:40:13 PM

Luba Snow on 8/15/2024 at 1:26:50 AM said:

This is an insurance premium I provide through my husband's work at a reasonable price. They bill two months at a time, so $343.37 is for 2 months. That's pretty good. We are both responsible for medical expenses. I prefer we just work it out instead of paying attorneys.

Enrique Gonzalez viewed this subject on 8/19/2024 at 7:38:06 PM

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Enrique Gonzalez on 8/19/2024 at 7:38:36 PM said:

As I've told you several times, per the divorce decree, you are responsible for insurance. Please have your attorney reach out to mine if there is any confusion on your part. Thank you.

Luba Snow viewed this subject on 8/19/2024 at 8:20:31 PM

Luba Snow on 8/23/2024 at 12:22:33 AM said:

I got this bill today

Attached File(s): E713C826-7185-4D95-920C-85205C2EA86F.jpeg (4.52 MB)

Enrique Gonzalez viewed this subject on 8/26/2024 at 8:53:51 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 9/26/2024 at 6:36:08 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 9/26/2024 at 6:36:24 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 9/26/2024 at 6:44:40 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 9/26/2024 at 6:45:09 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 9/26/2024 at 6:45:31 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 10/7/2024 at 9:03:02 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 10/7/2024 at 9:05:04 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/7/2024 at 9:07:18 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/7/2024 at 9:09:55 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 10/14/2024 at 5:34:48 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 10/14/2024 at 5:38:19 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/14/2024 at 5:40:08 PM

Luba Snow on 1/8/2025 at 8:49:13 PM said:

Here is [redacted] new insurance card

Attached File(s): AA3D6DDD-A7F6-43F3-82D0-E24EE4CD7496.jpeg (7.07 MB)

Enrique Gonzalez viewed this subject on 1/9/2025 at 7:04:39 PM

Enrique Gonzalez downloaded [AA3D6DDD-A7F6-43F3-82D0-E24EE4CD7496.jpeg] on 1/10/2025 at 12:24:33 AM

Luba Snow on 4/28/2025 at 3:20:08 PM said:

Here is a copy of health insurance premium for [redacted] Your part is $131.15

Attached File(s): IMG_5687.jpeg (3.48 MB)

Enrique Gonzalez viewed this subject on 4/29/2025 at 8:57:36 PM

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Enrique Gonzalez on 4/29/2025 at 9:03:51 PM said:

As discussed before, and already dealt with in one of your past frivolous motions, our decree clearly states you are responsible for [redacted] insurance. I do believe I still owe you around $60 for some old copays last year though. Did you want me to deduct that amount from mays child support or the attorneys fees you owe? Just let me know. Thank you.

Luba Snow viewed this subject on 4/30/2025 at 1:04:40 PM

Luba Snow on 4/30/2025 at 1:07:24 PM said:

Im fine with deducting any unreimbursed medical expenses from child support. Thank you.

Enrique Gonzalez viewed this subject on 4/30/2025 at 10:56:52 PM

Enrique Gonzalez on 4/30/2025 at 10:58:06 PM said:

That would be the $60. Please be advised that CS will be $241 for May. I will request it tomorrow. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 1:33:47 PM

[redacted] missing school 4.16.25

Created by: Luba Snow on 4/16/2025 at 1:38:18 PM

Luba Snow on 4/16/2025 at 1:38:18 PM said:

[redacted] is missing school today. Can you tell me what is going on?

Luba Snow on 4/16/2025 at 1:44:56 PM said:

Is [redacted] ok?

Enrique Gonzalez viewed this subject on 4/16/2025 at 2:04:23 PM

Enrique Gonzalez on 4/16/2025 at 2:04:50 PM said:

Bell threw up this morning so I had to keep her home today. She seems to be doing better now and will take the remainder of her test next week on a makeup day. She's on track for heading back to school tomorrow. I will let you know if that changes. Thank you for checking in.

Luba Snow viewed this subject on 4/16/2025 at 2:04:55 PM

Luba Snow on 4/16/2025 at 2:07:10 PM said:

Next time please let me know when she is sick right away. I'd like check on her and talk to her today.

Can you please confirm you will facilitate the call today?

Enrique Gonzalez viewed this subject on 4/16/2025 at 4:38:09 PM

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Electronically Filed
9/16/2025 8:30 PM
Steven D. Grierson
CLERK OF THE COURT

LUBA DACE
[redacted]
Las Vegas NV, 89178
[redacted]
Pro Per

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA DACE fka LUBA GONZALEZ aka LUBA SNOW,

Plaintiff,

v.

ENRIQUE IVAN VELAZQUEZ-GONZALEZ,

Defendant.

Case No.: D-18-575860-D
Dept. No.: X

Oral Argument Requested: ☒Yes ☐ No

PLAINTIFF'S MOTION TO RECONSIDER ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY AND PRELIMINARILY GRANTING DEFENDANT'S COUNTERMOTION

NOTICE OF MOTION

TO: Nonmoving Party

YOU AND EACH OF YOU will take notice that on the_____day of_____, 2____, at the hour of___o'clock __m., of said day, the above motion will be heard in

NOTICE:

YOU ARE REQUIRED TO FILE WITH THE COURT AND SERVE ON THE MOVING PARTY A WRITTEN "OPPOSITION" TO THIS MOTION WITHIN 10 JUDICIAL DAYS. YOUR FAILURE TO FILE AND SERVE A WRITTEN OPPOSITION MAY BE UNDERSTOOD AS AN ADMISSION THAT THE MOTION IS VALID, AND

MAY RESULT IN THE COURT GRANTING THE RELIEF REQUESTED IN THE MOTION AGAINST YOU.

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

Plaintiff, Luba Snow Dace ("Luba"), in Proper Persona, respectfully moves this Court to reconsider its August 29, 2025 Order denying her Motion for Temporary Sole Medical Decision-Making Authority and preliminarily granting Defendant's Countermotion for child support modification and attorney's fees. (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025*)

This Motion is brought pursuant to NRCP 59(e) and EDCR 2.24, on the grounds that the Court committed manifest errors of law and fact, overlooked material evidence, failed to apply the controlling standard under *Kelley v. Kelley*, 139 Nev. 359, 535 P.3d 1147 (2023), and issued findings unsupported by the record. Reconsideration, or at minimum an evidentiary hearing, is necessary to prevent manifest injustice and to protect the child's best interest.

Pursuant to NRAP 4(a)(4)(C), this Motion is a tolling motion that suspends the time to file any notice of appeal until its disposition. See *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 589, 245 P.3d 1190, 1197 (2010) (noting that timely NRCP 59(e) motions toll the appeal period).

STANDARD FOR RECONSIDERATION

Reconsideration is appropriate where the Court:

1. Has made a clear error of law or fact;
2. Overlooked or misapprehended material evidence; or
3. Where reconsideration is necessary to prevent manifest injustice.
   See *Masonry & Tile Contractors Ass'n v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997); EDCR 2.24.

ARGUMENT

I. The Court Misapplied the Legal Standard by Requiring a "Substantial Change of Circumstances."

The Order required Plaintiff to demonstrate a "substantial change of circumstances" and "best interest" as if seeking modification of custody under *Rooney v. Rooney*, 109 Nev. 540 (1993), and *Myers v. Haskins*, 138 Nev. Adv. Op. 51 (Ct. App. 2022). This was error. Plaintiff did not seek to modify custody, but to resolve a legal custody impasse under *Kelley v. Kelley*, 139 Nev. 359, 535 P.3d 1147 (2023). *Kelley* instructs that when joint custodians disagree, the Court must "break the tie" by weighing:

1. The seriousness of potential harm;
2. Medical professional's recommendation;
3. Risks of treatment; and
4. Child's age/capacity for preference.

Requiring "substantial change" improperly elevated the standard and denied Plaintiff relief on grounds irrelevant to tie-breaking authority. By applying *Rooney/Myers* instead of *Kelley*, the Court held Plaintiff to an elevated "substantial change" standard that has no application in joint-custody impasse cases. This misapplication of law is itself an abuse of discretion and warrants reconsideration or, at minimum, an evidentiary hearing to apply the correct *Kelley* tie-breaking factors.

II. The Court Ignored Material Evidence, Including the July 28, 2025 Dentist Clarification Email.

Plaintiff's Reply included a July 28, 2025 email from Dr. Dougherty's office stating: "Though we do not recommend delaying treatment, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary." (Ex. 5:0021)

The Court's failure to address this July 28 clarification is outcome-determinative. It deprived Plaintiff of fair consideration of the most current medical guidance, which explicitly discouraged delay. Ignoring this material evidence amounts to legal error and a denial of due process. See *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 876 (2009) (due process requires impartial consideration of the record).

III. The Court Mischaracterized "Preventive" Treatment as Unnecessary.

The Order equated "not medically necessary" with absence of harm. This misconstrues the evidence and *Kelley's* seriousness-of-harm prong. Dr. Dougherty's June 10 letter warned of risks if treatment is delayed: impaction, surgical intervention, misalignment, and reduced functionality. (Ex.1:0003) Preventive treatment exists precisely to avoid "serious harm." Preventive treatment is designed to avoid foreseeable harm—impaction, surgical intervention, and misalignment—which Dr. Dougherty expressly warned against. Under *Kelley,* these risks must be weighed as "seriousness of harm." The Court erred in dismissing treatment as unnecessary merely because it was preventive.

IV. The Court Failed to Make Specific Best-Interest Findings.

Nevada law requires "specific findings that tie the child's best interest to the ultimate custody determination." *Arcella v. Arcella,* 133 Nev. 868, 872, 407 P.3d 324, 346 (2017); *Davis v. Ewalefo,* 131 Nev. 445, 352 P.3d 1139 (2015). The August 29 Order emphasized insurance networks and cost, but never analyzed whether delaying treatment risked long-term harm to the child's dental health. Health outcomes are at the core of the child's welfare. Without explicit findings weighing medical risks against financial concerns, the Order is legally deficient and cannot stand.

//

V. Misstatement Regarding the July 11 In-Network Appointment and Insurance Coverage

The Court's Order erroneously credits Enrique with prudence in pursuing an in-network option while faulting Luba for not cooperating. The record proves the opposite.

First, Enrique was the one who canceled the July 11, 2025 in-network appointment. Plaintiff's Motion documented that on June 10, 2025 Enrique "requested cancellation of an upcoming appointment to get the child seen by an in-network dentist on July 11." (Ex. 2:0009,) Enrique's own Opposition admits that "on July 11, 2025, the Parties went back and forth through Talking Parents regarding cancellation and finding an in-network provider for [redacted] Thus, it was Enrique—not Luba—who canceled and obstructed the July 11 second-opinion appointment.

Second, Enrique's Opposition further reveals that by cancelling the July 11 date, he pushed the "second opinion" out until November 21, 2025. Yet the Court's Order recast these facts, finding that "on July 9, 2025, Enrique communicated with Luba about scheduling an appointment with an in-network provider" and that Luba "preferred to pursue a second opinion…out-of-network…without providing an explanation." This is contradicted by the pleadings and exhibits. Enrique himself canceled July 11, then unilaterally delayed the matter for over four months. The Court's conclusion that "this factor favors Enrique" is a manifest factual error.

Third, the Court overlooked the undisputed fact that the Culinary insurance plan is Plaintiff's coverage, not Defendant's**.** Enrique provides no insurance for the child and refuses to pay his share of the premiums. (Ex. 6:0024-0025); Enrique's opposition framed the July 11 appointment as though it were under his coverage, when in fact he has never provided insurance. The record shows Enrique's refusal to pay for half of [redacted] premiums, with arrears exceeding $2,500 as of August 2024.

Taken together, these misstatements and omissions materially altered the Court's analysis. Instead of recognizing that Enrique obstructed the July 11 appointment, canceled the child's access to timely in-network care under Plaintiff's coverage, and delayed treatment for months, the Order credited him with caution and shifted blame to Luba. This is a manifest error of fact warranting reconsideration under NRCP 59(e).

VI. The Court Erred in Denying Enforcement of Paragraph 9.8 of the Decree.

The Court denied enforcement of the communication provision because Plaintiff "provided no points and authorities". A stipulated divorce decree is a binding court order enforceable by motion for contempt or enforcement. *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009). Plaintiff's request cited the Decree itself, which suffices as authority. (*Divorce Decree filed December 8, 2021*) The Court's refusal to enforce Paragraph 9.8 for lack of additional citations is legal error.

VII. The Court Abused Its Discretion in Preliminarily Awarding Attorney's Fees Against Plaintiff.

The Order states Plaintiff "significantly misstated the evidence" and therefore lacked legal basis. This finding is unsupported: Plaintiff attached the actual orthodontist letter and certified Talking Parents records. A good-faith reliance on treating provider's recommendation cannot be deemed frivolous. Under *Brunzell v. Golden Gate Nat'l Bank*, 85 Nev. 345, 455 P.2d 31 (1969), and NRS 18.010(2)(b), sanctions are inappropriate where the motion raises legitimate issues of child welfare.

Evenhanded application of standards is required. Plaintiff's reliance on treating-provider documentation cannot reasonably be deemed a "misstatement," particularly when Defendant himself submitted an inaccurate sworn FDF understating household income by nearly 50%.

Selectively penalizing Plaintiff while overlooking Defendant's misstatements is inconsistent with due process and the appearance of neutrality.

VIII. Judicial Bias and Appearance of Partiality Require Reconsideration

Beyond the substantive errors discussed above, the record demonstrates a pattern of judicial bias or, at minimum, the appearance of partiality that undermines confidence in the fairness of these proceedings.

A. Presumption of Plaintiff's Wrongdoing

In the July 11, 2025 Order Denying OST, the Court stated it "appears Luba may have once again unilaterally made a medical/dental appointment without adequate consultation". (*ORDER DENYING MOVANT'S EX PARTE REQUEST FOR ORDER filed July 11, 2025*) That statement is not supported by the exhibits submitted, which included Talking Parents logs and a formal referral, nor did Enrique allege this. (Ex. 2:0008-0015 and Ex. 3:0017) By invoking prior contempt findings rather than weighing the present evidence, the Court effectively presumed Plaintiff's misconduct and recycled past sanctions into a new dispute. Such predisposition violates the duty of neutrality.

B. Selective Crediting of Defendant's Narrative

Both the July 11 and August 29 Orders adopt Defendant's position that treatment was "not medically necessary" while minimizing or disregarding Plaintiff's verified exhibits. The July 28, 2025 clarification email from Truman Orthodontics explicitly cautioned *"we do not recommend delaying treatment"*, yet the Court's August 29 Order failed to address this material evidence, concluding instead that Plaintiff had "significantly misstated the evidence". Labeling verified submissions as "misstatements" unfairly discredits Plaintiff while crediting Defendant's selective narrative.

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C. **Imposition of Unequal Burdens**

The Court held Plaintiff to a 'substantial change in circumstances' standard under *Rooney/Myers*, which governs custody modification, not tie-breaking authority under *Kelley v. Kelley*. Defendant's objections, by contrast, were credited without such heightened thresholds, even where his filings omitted the July 28 dentist email. This unequal treatment reflects partiality, especially given that the Court vacated the duly noticed August 27, 2025 hearing (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025*) and decided the matter solely on the papers.

D. Improper Reliance on Cost Over Best Interest

Both orders elevate Defendant's concerns about out-of-network costs and insurance coverage above the child's dental health. Nevada law requires specific findings tied to the child's best interest (*Arcella v. Arcella*; *Davis v. Ewalefo*). By centering insurance issues while discounting medical recommendations, the Court demonstrated bias toward the custodial parent's financial convenience.

E. The Court's "Positive Co-Parenting" Finding Is Unsupported by Talking Parents Evidence

The Court found that "based on the parties' Talking Parents communications, it appears Luba has been more communicative and Enrique has been more actively engaged than in the past, which is a positive co-parenting step." (*Order Denying July 9, 2025 Motion for Temp Sole Medical Decision... filed on August 29, 2025 at 7:14-16*). That finding mischaracterizes the record.

The certified Talking Parents logs show:

- On June 9, 2025, Enrique refused consent: *"I do not consent to any treatment at this time."* (Ex. 2:0015)
- On June 10, 2025, Enrique misstated the orthodontist's recommendation and requested cancellation of the July 11 in-network appointment: *"The orthodontist did*

not say it was necessary… it is ok to monitor. There's no medical need to intervene right now." (Ex. 2:0008)

- On June 12, 2025, Enrique downloaded the orthodontist's recommendation letter that Luba sent on Jun 10, 2025, but Enrique went silent for 18 days, violating the Decree's 24-hour response requirement (Ex. 2:0008). He did not reply until June 30, when he reiterated his refusal.
- On June 25, 2025, Luba again followed up: [redacted] *dentist called me today to schedule… I'm still waiting on your answer."* Enrique again failed to respond for several more days. (Ex. 2:0010).
- On July 11, 2025, Enrique himself acknowledged through his Opposition that the parties "went back and forth regarding cancellation" of the in-network appointment.

This record shows not "positive co-parenting," but rather:

- Refusal of consent,
- Cancellation of an in-network appointment,
- Prolonged silence in violation of court orders, and
- Delays pushing care out to November 2025.

The Court's contrary finding disregards these facts and selectively credited Enrique's narrative while ignoring clear documentary evidence.

F. **Constitutional and Due Process Concerns**

Due process guarantees an impartial tribunal. *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868, 876 (2009). Even the appearance of bias requires correction. Here, the Court's (1) reliance on past contempt findings unrelated to the present dispute, (2) failure to consider Plaintiff's verified exhibits, (3) heightened burden applied only to Plaintiff, and (4) crediting of Defendant's narrative while overlooking his financial misstatements, collectively create an appearance of partiality. Nevada courts require strict neutrality in custody matters. See *Rivero*, 125 Nev. at 430. These cumulative factors independently warrant reconsideration.

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IX. Defendant's Misstatement of Spouse's Income Undermines His Child Support Countermotion and Credibility

Defendant's July 2025 Financial Disclosure Form materially understated his spouse's income by nearly fifty percent. This discrepancy is significant for two reasons:

1. **Credibility and Selective Scrutiny.**

   The Court's August 29, 2025 Order accused Plaintiff of 'significantly misstating the evidence', despite her reliance on verified orthodontic documentation. Yet Defendant himself submitted a sworn FDF with income figures that were demonstrably inaccurate (*Defendant's FDF filed August 1, 2025*). Enrique wife's income is 50% more than what is declared in Enrique's FDF. (Ex. 4:0019) By contrast, Plaintiff's own FDF (*Plaintiff's FDF filed July 10, 2025*) and paystub, along with additional paystubs covering multiple months, show less than a 5% change in income and reflect the variability of tipped wages

2. **Child Support and Financial Hardship Claims.**

   While child support under NAC 425.140 is calculated on a parent's gross monthly income, accurate disclosure of household income is mandated by EDCR 5.32 and NRCP 16.2. Defendant premised his opposition to [redacted] treatment and his request for recalculated child support on alleged financial hardship and the high cost of out-of-network care. Misrepresenting spousal income undermines the credibility of those claims. Courts may consider household resources when evaluating deviations or attorney's fee requests. See NAC 425.150 (permitting deviation based on relative resources of parents).

Under the Nevada Public Records Act (NRS Chapter 239), public books and records are presumptively open for inspection unless they are made confidential by statute. In *Public Employees' Retirement System v. Nevada Policy Research Institute, Inc.*, 134 Nev. ___, No. 72274, 2018, the Nevada Supreme Court held that PERS was required to disclose employment

and pension payment information for government retirees that was held in its database. This confirms that compensation information for public employees may be subject to disclosure. Because Jennifer is a government employee, and her publicly available salary data appears to be about 50% higher than what Enrique reported on his Financial Disclosure Form. Defendant should be ordered to verify Jennifer's true income via paystubs or employer-provided official documentation.

Because Defendant's financial disclosures are materially inaccurate, his countermotion for recalculation of support should be denied, and his credibility weighed accordingly in any further proceedings.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court:

1. Vacate its August 29, 2025 Order denying Plaintiff's Motion;

2. Grant Plaintiff temporary sole medical decision-making authority to proceed with the minor child's recommended treatment; or, in the alternative,

3. Set an evidentiary hearing under *Kelley v. Kelley* and *Myers v. Haskins* to resolve disputed factual issues regarding orthodontic necessity and best interests;

4. Deny Defendant's Countermotion for child support modification because:

   a. Plaintiff's verified July 10, 2025 Financial Disclosure Form and June 9, 2025 paystub (Ex. 9), together with additional paystubs reflecting income variability, show less than a 5% change in her income (below the 20% threshold in NRS 125B.145(4)); and

   b. Defendant's July 2025 Financial Disclosure Form materially understated his spouse's income by nearly 50%, undermining his credibility and his financial hardship claims;

5. Deny Defendant's request for attorney's fees and costs;

6. Enforce Paragraph 9.8 of the Decree of Divorce requiring responses to Talking Parents within 24 hours; and

7. Order Defendant to produce verification of his contributions (if any) toward the child's insurance premiums, and Jennifer's recent 6 months of paystubs; and

8. Grant such other and further relief as this Court deems just and proper.

As this Motion is brought under NRCP 59(e), it tolls the deadline to file any notice of appeal pursuant to NRAP 4(a)(4). Plaintiff expressly preserves her appellate rights pending resolution of this Motion.

DATED this 16th day of September, 2025.

Respectfully submitted,

/s/Luba Dace

LUBA DACE, in propria persona

DECLARATION OF LUBA DACE

I, **Luba Dace**, declare as follows:

1. I am the Plaintiff in this action. I make this Declaration in support of my Motion to Reconsider the Court's August 29, 2025 Order.

2. I have personal knowledge of the facts set forth herein, and if called to testify, I could and would do so competently.

3. On July 9, 2025, I filed a Motion for Temporary Sole Medical Decision-Making Authority, attaching certified Talking Parents records and the June 10, 2025 recommendation letter from Dr. Joseph Dougherty of Truman Orthodontics. That letter warned that delay in treatment could result in impaction, complex surgery, and long-term functional harm.

4. On July 28, 2025, Dr. Dougherty's office sent a clarification email (copied to both parties and counsel) stating: *"Though we do not recommend delaying treatment, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary."* I filed that email as Exhibit 5 to my Reply of August 14, 2025. The Court's Order did not address this clarification.

5. Defendant Enrique Velazquez-Gonzalez repeatedly failed to respond to urgent Talking Parents messages regarding [redacted] dental treatment, sometimes delaying 18 days or more, despite Paragraph 9.8 of the Divorce Decree requiring responses within 24 hours. (*Divorce Decree filed December 8, 2021*)

6. I filed my motion in good faith based on medical evidence and to protect my daughter's health. I did not misstate or falsify evidence. My exhibits were direct provider documentation and certified Talking Parents logs.

7. The Court's finding that I "significantly misstated the evidence" is not accurate. I respectfully request reconsideration to correct factual and legal errors and to ensure a fair evaluation of the medical evidence in [redacted] best interest.

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Executed this 16th day of September, 2025, at Las Vegas, Nevada.

/s/*Luba Dace*

Luba Dace

CERTIFICATE OF SERVICE

The undersigned, Luba Dace, hereby certifies that on this 16th day of September, 2025, I served a true and correct copy of the foregoing **PLAINTIFF'S MOTION TO RECONSIDER ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY AND PRELIMINARILY GRANTING DEFENDANT'S COUNTERMOTION**, together with the Declaration of Luba Dace, as follows:

☒ By mandatory electronic service using the Eighth Judicial District Court's E-File and E-Service System to:

- Amanda Roberts, Esq.
  Roberts Stoffel Family Law Group
  [redacted]
  Attorney for Defendant Enrique Velazquez-Gonzalez

☒ By e-service to all other counsel and registered parties of record.

DATED this 16th day of September, 2025.

/s/*Luba Dace*

LUBA DACE

Exhibits

- **Exhibit 1** – June 10, 2025 Orthodontist Recommendation Letter
  (Dr. Dougherty warns delay may cause impaction, surgery, misalignment, long-term harm)
- **Exhibit 2** – Talking Parents Messages between the parties
  (Shows Defendant's long delays in response; supports enforcement of Decree ¶ 9.8 and good faith by Plaintiff)
- **Exhibit 3** – Referral to an Orthodontist on June 9, 2025
  (Demonstrates formal referral; rebuts claim Plaintiff acted unilaterally)
- **Exhibit 4** – Jennifer Gonzalez Salary
  (Shows discrepancy in her income filed in Enrique's FDF)
- **Exhibit 5** – Email from Dentist Office dated July 28, 2025
- **Exhibit 6** – See Parties "Talking Parents" Messages
  (Shows Enrique's refusal to pay his portion on Insurance Premiums)

EXHIBIT 1

TRUMAN
ORTHODONTICS

June 10, 2025



Mrs. Luba Snow
[redacted]

Re: [redacted] **Gonzalez**

Dear Luba,

It was a pleasure to meet you and [redacted] to discuss your orthodontic concerns. Listed below are Dr. Joseph Dougherty's findings with his treatment plan to address those concerns.

DIAGNOSTIC FINDINGS

- Narrow upper arch form- The space in the upper jaw is too small to accommodate all the permanent teeth
- The upper front teeth vertically overlap the lower front teeth too far resulting in excessive tooth wear
- The upper front teeth are too far in front of the lower front teeth causing excessive overjet
- Mesioangulated teeth #'s: 6 and 11 with risk of impaction

TREATMENT RECOMMENDATIONS

To address the orthodontic issues, a two-phased treatment plan is recommended.

- **Phase I:** The first phase will consist of a palatal expander to widen the upper jaw, followed by upper and lower metal braces of the mixed dentition for approximately 12-15 months. The first phase will also require extraction of the primary canines to remove any obstacles and encourage eruption of the permanent canines. Phase I is a focused treatment that can only be accomplished at this stage of dental development. It aims to correct the narrow upper jaw and create sufficient room for future eruption of the remaining 12 permanent teeth. Doing so now will prevent the need for invasive surgeries to widen the jaw and forced eruption with chain ligation of impacted permanent teeth.

- **Phase II**: After phase I, we will closely monitor growth and eruption. Further orthodontic treatment will be required to finalize the alignment of all the permanent teeth and correct any remaining bite discrepancies. The specific details of phase II will be determined based on the progress of the erupting teeth.

CONSEQUENCES IF LEFT UNTREATED

Timing is everything, and it is not recommended to wait to begin Phase I. Failure to follow through with the recommended treatment could lead to several long-term consequences, including:

- **Continued Misalignment**: Without expansion and proper orthodontic intervention, the misalignment of teeth will likely worsen, leading to increased crowding, overlapping, and rotation of the teeth. This can affect the aesthetic appearance, dental health, and function of the teeth.
- **Risk of Impaction:** Due to the lack of space, the upper canines are at higher risk of impaction. If left untreated, they may fail to properly erupt into the mouth, leading to complex surgical intervention in the future.
- **Jaw and Bite Issues**: The narrow upper jaw could lead to bite issues, such as malocclusion, which may cause difficulty in chewing, speaking, and even lead to temporomandibular joint (TMJ) disorders over time.
- **Reduced Functionality**: Properly aligned teeth are crucial for effective chewing and speech. Prolonged misalignment may hinder these functions and lead to increased wear of the teeth and eventual tooth loss.
- **Increased Difficulty in Treatment:** If the crowding issue is not addressed early with Phase I, later treatment is likely to be more difficult, take longer, and require more extensive interventions, such as tooth extractions or surgical procedures

We look forward to making this experience rewarding an pleasant for you and [redacted] Thanks for giving us the privilege to be part of her treatment.

Best regards,

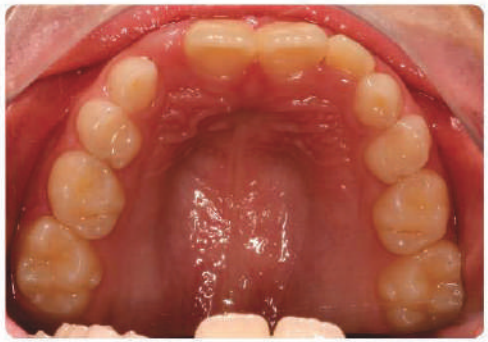


Joseph Dougherty DMD









TRUMAN

ORTHODONTICS

Summerlin & Centennial locations
702.360.9000
www.trumanorthodontics.com

Isabella Gonzalez
Image Date: 6/9/2025
Age 8yrs Birthdate: 8/27/2016









[redacted]

EXHIBIT 2

COMPLETE MESSAGE RECORD

LUBA SNOW AND ENRIQUE GONZALEZ

All times presented in Eastern Standard Time

Record Requested by Luba Snow

Record Generated By TalkingParents
on 6/30/2025 at 3:25:43 PM

Unique Authentication Code:
P67V-SWQJ-YSWL-Q3PB

TALKINGPARENTS CERTIFIES this record was created by TalkingParents and is a true and correct compilation of original data stored on our secure servers at the time it was collected or provided by the parents at issue. The information in this Record was logged at the time of the occurrence of the matters set forth by it and the creation of such Records is a regular part of our business operations.



Digital Signature

When our system generates a Record, the PDF file is signed electronically. This digital signature can be viewed and verified by opening the PDF file with Adobe Acrobat or Adobe Reader. The presence of this electronic signature not only verifies that the file came from us, but that it has not been digitally modified in any way. If the file has been modified in any way, then the signature will no longer appear as valid. The document is jointly signed by TalkingParents (Monitored Communications, LLC) and by Entrust Timestamp Authority™ authenticated by the Adobe Approved Trust List.



Unique Authentication Code

Our system assigns a unique 16-digit code for every record that is generated. The original file is permanently archived to allow document authentication if necessary. The Unique Authentication Code is located at the bottom of every page of the record.



From our Servers to the Courtroom

When a parent requests a copy of their TalkingParents record, our system compiles the information from our secure servers. Parents can obtain a PDF or printed version of their records. Access to a PDF version accompanies each printed record; the PDF version is identical to the printed copy. To access the PDF version, scan the QR code in the top right corner of this page, enter the access code, and download the PDF. The access code is in the record request confirmation email sent to the recipient. You must have the access code to download the PDF record.

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Case Information

Parents

Luba Snow

Signed up on 12/18/2018 at 5:56:01 PM and provided the following:

Other Parent's Name: Enrique velazquez-gonzalez

Enrique Gonzalez

Signed up on 12/18/2018 at 6:00:31 PM and provided the following:

Other Parent's Name:

Date and Time Zone Information

***All times presented in Eastern Standard Time**

*TalkingParents documents and maintains all time information in Coordinated Universal Time (UTC). This is done to ensure accuracy and reliability of all records regardless of a parent's location. As a matter of convenience, parents have the option of viewing all time information, including the times shown on this complete message record, in the time zone of their choice.

All dates presented in M/D/YYYY format.

Parents can select the date format options in their account settings. The default format is M/DD/YYYY.

New Message Notifications

Our service sends an automatic email notice every time a parent has a new message to view at TalkingParents. These notices are sent as a courtesy and we cannot verify if they are actually received or viewed. Parents can turn these email notices off (or back on) anytime. Our iPhone and Android apps include built-in new message notifications.

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Messages

All messages are grouped into subjects by the parent who created them.

Subjects are presented in their entirety with no messages left out and arranged chronologically based on most recent activity

All messages within a subject are arranged chronologically, top to bottom, starting with the first message

Subjects are outlined in solid black.

Luba Snow's messages are outlined in dots.

Enrique Gonzalez's messages are outlined in dashes.

Follow-Up on [redacted] Orthodontic Treatment

Created by: Luba Snow on 6/9/2025 at 8:36:28 PM

Luba Snow on 6/9/2025 at 8:36:28 PM said:

Hi Enrique,

I wanted to follow up regarding today's orthodontic evaluation and the necessary treatment plan that was discussed.

The orthodontist explained that [redacted] adult teeth are coming in sideways, and without timely intervention, there is a real risk that they could impact or attach to the roots of neighboring permanent teeth, potentially causing permanent damage or tooth loss. [redacted] also has a developing overbite, which increases the risk of chipping her front teeth.

To prevent these issues, the doctor strongly recommended that we move forward with treatment now rather than waiting. One of the first steps involves extracting two of [redacted] baby teeth to create space for the adult teeth to come in properly. The orthodontist made it clear that this step is necessary, not optional, to avoid more serious problems later.

I need to go ahead and schedule the appointment for the extractions, and I want to check whether you are okay with proceeding as the doctor advised. I can also forward you a referral to the dentist for the extraction of her two baby teeth if you didn't get one today before you left.

Let me know your thoughts so we can move forward in [redacted] best interest.

Enrique Gonzalez viewed this subject on 6/10/2025 at 10:56:29 AM

Enrique Gonzalez on 6/10/2025 at 11:12:49 AM said:

To be clear the orthodontist did not say it was a necessary step and stated that it was ok to monitor her growth. After reviewing all the options, I've decided to wait before starting any treatment. Specifically, I'm going to hold off until more of her baby teeth have naturally fallen out.
At this point, [redacted] is not having any functional issues—she's eating, speaking, and developing normally. Based on both professional guidance and current research, there's no medical need to intervene right now by putting her under anesthesia to extract teeth or by placing a spacer. These kinds of early treatments are

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generally reserved for specific, urgent dental issues, which she does not have.
Research shows that early orthodontic treatment (often called Phase 1) is often unnecessary unless there are clear developmental or functional concerns. In most cases, waiting until more permanent teeth are in allows for a single, more effective phase of treatment during adolescence. The American Association of Orthodontists supports this approach in the absence of specific problems like crossbites or jaw growth issues.
As an aside, [redacted] insurance won't cover orthodontic work at this early age without medical necessity, which further confirms that waiting is the best course of action.
Of course, we will continue to monitor her progress, and if anything changes or concerns come up, we can revisit it then. Right now, there's just no reason to put her through unnecessary procedures. Please let me know if you need me to cancel the July 11th appointment or if you will be doing it.
Thank you

Luba Snow viewed this subject on 6/10/2025 at 11:24:41 AM

Luba Snow on 6/10/2025 at 11:31:21 AM said:

Your interpretation of the orthodontist's recommendation does not align with the information we received yesterday. Please do not cancel the July appointment. It's important that she sees an in-network dental provider, not only for coverage purposes but also to obtain a second opinion regarding her dental issue. Once we have that evaluation, we can determine the next steps together.

Luba Snow on 6/10/2025 at 10:30:03 PM said:

Here is the paperwork from orthodontist. Will you reconsider allowing [redacted] the treatment?

Attached File(s): Recommendation letter.pdf (426.32 KB)

Enrique Gonzalez viewed this subject on 6/11/2025 at 3:19:41 PM

Enrique Gonzalez downloaded [Recommendation letter.pdf] on 6/12/2025 at 11:46:19 AM

Enrique Gonzalez on 6/12/2025 at 12:33:04 PM said:

I will be addressing the office in regards to the letter they sent you and go from there.

Please verify that the dentist you made the July 11 appointment with is Dr Hyer. If this is incorrect please add the providers name, addresss and phone number here. Thank you.

Luba Snow viewed this subject on 6/12/2025 at 12:57:18 PM

Luba Snow on 6/12/2025 at 1:09:45 PM said:

I already sent you all information, please refer to Dentist

Luba Snow on 6/12/2025 at 1:11:27 PM said:

I already sent you ALL information about July 11 appointment in "Dentist" chat. Please refer to that

Enrique Gonzalez viewed this subject on 6/12/2025 at 1:55:49 PM

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Enrique Gonzalez on 6/12/2025 at 1:59:12 PM said:

That referral was not a dentist. Saxe is an orthodontist. Please let me know what dentist she has an appointment with here and add the contact information to the calendar. If you are referring to Saxe please indicate that as well. Thank you.

Luba Snow viewed this subject on 6/12/2025 at 2:02:01 PM

Luba Snow on 6/12/2025 at 2:27:45 PM said:

1. The referral we got on Monday from an orthodontist is for [redacted] dentist at Mt. Edge pediatrics, for extraction of her 2 baby teeth. A necessary procedure to start phase 1 of her treatment. My understanding is that you are not on board to extract the baby teeth.

2. July 11 appointment is with Cullinary dentist to get her in with in network provider.

Lmk if you have changed your mind after reading recommendations letter so we can start the treatment asap.

Attached File(s): IMG_6176.png (1.71 MB)

Enrique Gonzalez viewed this subject on 6/12/2025 at 3:20:05 PM

Enrique Gonzalez downloaded [IMG_6176.png] on 6/12/2025 at 3:20:46 PM

Luba Snow on 6/25/2025 at 12:44:27 AM said:

[redacted] dentist called me today to schedule an appointment for the extraction of her 2 teeth (per orthodontist's referral). Im still waiting on your answer about starting the treatment for [redacted]

Enrique Gonzalez viewed this subject on 6/28/2025 at 1:19:08 PM

Enrique Gonzalez on 6/30/2025 at 11:01:59 AM said:

As stated above and to reiterate, I've decided to wait before starting any treatment. Specifically, I'm going to hold off until more of her baby teeth have naturally fallen out.
At this point, [redacted] is not having any functional issues—she's eating, speaking, and developing normally. Based on both professional guidance and current research, there's no medical need to intervene right now by putting her under anesthesia to extract teeth or by placing a spacer. These kinds of early treatments are generally reserved for specific, urgent dental issues, which she does not have.
Research shows that early orthodontic treatment (often called Phase 1) is often unnecessary unless there are clear developmental or functional concerns. In most cases, waiting until more permanent teeth are in allows for a single, more effective phase of treatment during adolescence. The American Association of Orthodontists supports this approach in the absence of specific problems like crossbites or jaw growth issues.
As an aside, [redacted] insurance won't cover orthodontic work at this early age without medical necessity, which further confirms that waiting is the best course of action at this time.
Of course, we will continue to monitor her progress, and if anything changes or concerns come up, we can revisit it then. Right now, there's just no reason to put her through unnecessary procedures. Thank you

Luba Snow viewed this subject on 6/30/2025 at 11:07:20 AM

Child Support Payments

Created by: Enrique Gonzalez on 1/3/2025 at 6:16:58 PM

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Enrique Gonzalez on 1/3/2025 at 6:16:58 PM said:

Per our court order your first child support payment was due January 1. Please let me know how you'd like to arrange to make those payments.

Luba Snow viewed this subject on 1/3/2025 at 6:17:23 PM

Luba Snow on 1/3/2025 at 6:18:02 PM said:

Send me your Venmo information

Enrique Gonzalez viewed this subject on 1/3/2025 at 8:32:23 PM

Enrique Gonzalez on 1/3/2025 at 8:40:12 PM said:

https://venmo.com/code?user_id=2738171515240448924&created=1735954740

Luba Snow viewed this subject on 1/3/2025 at 8:40:48 PM

Luba Snow on 1/8/2025 at 3:45:14 PM said:

January 2025

Attached File(s): IMG_4780.jpeg (418.56 KB)

Enrique Gonzalez viewed this subject on 1/8/2025 at 7:12:34 PM

Enrique Gonzalez on 3/6/2025 at 7:29:17 PM said:

Please let me know when you plan to pay this months child support.

Luba Snow viewed this subject on 3/7/2025 at 12:47:02 PM

Luba Snow downloaded [IMG_4780.jpeg] on 3/10/2025 at 6:17:06 PM

Enrique Gonzalez on 5/1/2025 at 1:52:46 PM said:

Please let me know when you plan to pay this months child support. I send you a venmo request for $241. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 1:57:47 PM

Luba Snow on 5/3/2025 at 5:19:07 PM said:

May child support -$65 for co-pays per agreement

Attached File(s): IMG_5777.png (407.27 KB)

Enrique Gonzalez viewed this subject on 5/4/2025 at 10:42:16 PM

Enrique Gonzalez on 6/2/2025 at 5:16:23 PM said:

Please let me know when you plan to pay this months child support

Luba Snow viewed this subject on 6/2/2025 at 5:34:14 PM

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Enrique Gonzalez on 6/7/2025 at 12:27:20 PM said:

I still haven't received your child support payment which was due a week ago. Please let me know if I need to involve outside agencies. If I don't hear from you by Monday I will go ahead and file a claim with Child Support Enforcement. Thank you.

Luba Snow viewed this subject on 6/9/2025 at 12:23:04 PM

Luba Snow on 6/9/2025 at 12:23:41 PM said:

June child support

Attached File(s): IMG_6153.png (185.81 KB)

Enrique Gonzalez viewed this subject on 6/9/2025 at 2:38:45 PM

Enrique Gonzalez on 6/9/2025 at 2:40:34 PM said:

I received $50 of the $301 owed. When are you planning on paying the rest? I'd really like to avoid outside agencies. Thank you.

Luba Snow viewed this subject on 6/9/2025 at 5:57:20 PM

Luba Snow on 6/9/2025 at 5:58:20 PM said:

I will try to make it up next month.

Enrique Gonzalez viewed this subject on 6/10/2025 at 10:56:07 AM

Enrique Gonzalez on 6/11/2025 at 3:25:17 PM said:

I wanted to address your recent claim about being unable to pay child support. It's confusing and concerning, given that you were willing to pay several hundred dollars out-of-pocket for out-of-network dental treatment for [redacted] that, as we've discussed, was not medically necessary.
In addition, you're currently investing thousands of dollars in appealing the court's custody decision, which makes it even harder to understand how you can assert financial hardship when it comes to contributing to [redacted] everyday needs.
If you're able to fund elective expenses and legal proceedings, then claiming you're unable to meet your child support obligations doesn't reflect your actual financial situation—it reflects a choice. Thank you.

Luba Snow viewed this subject on 6/11/2025 at 3:31:32 PM

DENTIST

Created by: Luba Snow on 9/14/2022 at 7:54:13 PM

Luba Snow on 9/14/2022 at 7:54:13 PM said:

[redacted] dentist appointment went well today. They cleaned her teeth and took X-Rays. Dentist said she is developing cavities on her left side, in the back. He said we need to help her floss and snack less during the day, especially sugar.

Her next appointment is March 21 at 3:30.

Enrique Gonzalez viewed this subject on 9/14/2022 at 8:01:23 PM

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Luba Snow on 4/18/2024 at 6:23:44 PM said:

Just a reminder [redacted] has dentist appointment on April 25 at 4 pm

Enrique Gonzalez viewed this subject on 4/19/2024 at 12:02:35 AM

Enrique Gonzalez on 4/19/2024 at 12:03:22 AM said:

Ok

Luba Snow viewed this subject on 4/19/2024 at 12:03:31 AM

Luba Snow on 4/25/2024 at 9:09:50 PM said:

[redacted] dentist appointment went good. I'll let you know tomorrow when is her next appointment.

Luba Snow on 4/26/2024 at 1:58:55 PM said:

[redacted] next dentist appointment is November 7 at 4 pm. Lmk if that works for you. Thank you.

Enrique Gonzalez viewed this subject on 4/26/2024 at 10:51:24 PM

Enrique Gonzalez on 4/27/2024 at 11:58:00 AM said:

I am fine with appointments after school since she can't be brought back after morning ones. Thank you.

Luba Snow viewed this subject on 4/27/2024 at 11:58:19 AM

Luba Snow on 4/27/2024 at 12:40:43 PM said:

The doctor released [redacted] from school on Wednesday April 24, I provided you a copy. I picked her up after your week with itchy bumps all over her body and a cough.

Enrique Gonzalez viewed this subject on 4/28/2024 at 1:46:39 PM

Enrique Gonzalez on 4/28/2024 at 1:49:13 PM said:

And went swimming at red rock. FYI [redacted] speaks the truth quite well and your lies don't work anymore. Make appointments for after school from now on. Thank you.

Luba Snow viewed this subject on 4/28/2024 at 2:14:02 PM

Luba Snow on 4/28/2024 at 2:17:28 PM said:

As I stated above doctor released [redacted] from school that day. Nowhere in my messages am I accusing anyone of lying.

Enrique Gonzalez viewed this subject on 5/1/2024 at 11:40:47 PM

Luba Snow on 1/27/2025 at 1:18:14 PM said:

[redacted] next dentist check up is on May 9 at 7:30 am. Lmk if this works for you. It's also on the calendar in this app.

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Enrique Gonzalez viewed this subject on 1/28/2025 at 8:07:52 PM

Enrique Gonzalez on 1/28/2025 at 8:23:41 PM said:

No that doesn't work for me. Please make it on your Monday at 7:30 am if you'd like to keep in on your time. Thank you.

Luba Snow viewed this subject on 1/28/2025 at 8:24:50 PM

Luba Snow on 1/29/2025 at 1:38:33 PM said:

No problem. I rescheduled it for May 12 at 7:30. It's on the calendar too.

Enrique Gonzalez viewed this subject on 1/30/2025 at 6:56:26 PM

Enrique Gonzalez on 5/12/2025 at 5:08:45 PM said:

What time was [redacted] checked out from today's appointment? Please send any updates and discharge paperwork. Thank you.

Luba Snow viewed this subject on 5/12/2025 at 5:10:25 PM

Luba Snow on 5/12/2025 at 5:22:58 PM said:

Hi Enrique,

[redacted] dentist appointment was quick and went well. The dentist mentioned that her teeth are crowded and provided a referral to an orthodontist (attached).

That said, I'll need to schedule another dental visit with a provider in my network to obtain a new referral. I've already contacted a few offices and am waiting to hear back. I'll share the full details with you once the new appointment is confirmed.

FYI
[redacted] next cleaning appointment is scheduled for November 21 at 8 am.

Let me know if you have any other questions.

Thanks,
Luba

Attached File(s): E312A6A3-6635-4E7C-9BE3-DB5F5A8F933A.jpeg (6.31 MB)

Enrique Gonzalez viewed this subject on 5/13/2025 at 12:44:35 AM

Enrique Gonzalez downloaded [E312A6A3-6635-4E7C-9BE3-DB5F5A8F933A.jpeg] on 5/13/2025 at 12:45:44 AM

Luba Snow on 5/21/2025 at 4:09:06 PM said:

[redacted] has a dentist appointment to get a referral for an orthodontist on July 11 at 4 pm. See attached. Lmk if you have any questions.

Attached File(s): IMG_5997.png (373.9 KB)

Enrique Gonzalez viewed this subject on 5/21/2025 at 8:08:12 PM

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Enrique Gonzalez on 5/21/2025 at 9:43:23 PM said:

If the appointment was at 7:30 AM and went quickly, I don't understand why [redacted] wasn't dropped off at school until noon. November 21st is a Friday morning. Since this is your chosen dentist and they offer 7:30 AM Monday appointments—which fall on your custodial time—please schedule future visits then. That way, it doesn't interfere with [redacted] school attendance or my parenting time.
If you choose to keep using that provider, make sure she is taken directly to school after the appointment, unlike what happened last week. Thank you.

Luba Snow viewed this subject on 5/21/2025 at 9:55:11 PM

Luba Snow on 6/2/2025 at 12:07:15 PM said:

I was able to get [redacted] in sooner at this orthodontist. She has an appointment for her braces June 9 at 7:30 am. See attached.

Let me know if you have any questions and if you will be coming to the appointment.

Attached File(s): IMG_6084.png (811.05 KB)

Enrique Gonzalez viewed this subject on 6/3/2025 at 8:53:33 PM

Enrique Gonzalez downloaded [IMG_6084.png] on 6/3/2025 at 8:57:19 PM

Luba Snow on 6/8/2025 at 11:53:04 PM said:

Hi Enrique,
Just following up regarding [redacted] upcoming orthodontist appointment. If the orthodontist recommends braces, they will be placed the same day.
Please confirm if you plan to attend. If you choose not to come, I'll send you an update after the appointment, including the treatment details and cost.
A quick response would be appreciated so I can plan accordingly.
Thank you,
Luba

Enrique Gonzalez viewed this subject on 6/9/2025 at 10:10:53 AM

Enrique Gonzalez on 6/9/2025 at 10:16:15 AM said:

I do not consent to any treatment at this time. I will be there shortly to discuss the options with the orthodontist and will do what is necessary once I am there. Thank you.

Enrique Gonzalez downloaded [IMG_6084.png] on 6/9/2025 at 10:26:23 AM

Luba Snow viewed this subject on 6/9/2025 at 10:47:21 AM

Luba Snow downloaded [IMG_5997.png] on 6/12/2025 at 1:06:34 PM

Passport card and passport book

Created by: Luba Snow on 1/4/2025 at 12:26:43 AM

Luba Snow on 1/4/2025 at 12:26:43 AM said:

Hi Enrique,

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EXHIBIT 3

ORTHOBAR®

Brady Petersen, DMD, MS
BOARD-CERTIFIED ORTHODONTIST

Kory Grahl, DMD, MS, FAGD
BOARD-CERTIFIED ORTHODONTIST

Patient Name Isabella Gonzalez Date 05/12/2025

Patient Phone (702) 354-0201

Referred by Dr. Saxe

Areas of Concern:

- [x] Crowding
- [ ] Spacing
- [ ] Overjet
- [ ] Overbite
- [ ] Openbite
- [ ] Crossbite
- [ ] Missing Teeth
- [ ] Impacted Teeth
- [ ] Pre-prosthetics
- [ ] Orthognathic surgery
- [ ] Early or Interceptive Treatment
- [ ] Space Maintenance
- [ ] Other _____

Dental History:

- [x] Date of last cleaning and checkup 05/12/2025
- [ ] Panoramic radiograph is available
- [ ] Restorative work needed



[redacted]

EXHIBIT 4

Search within these records:

Jennifer Terrana | 2022 | Search

Name	Job title	Regular pay	Overtime pay	Other pay	Total pay	Total benefits	Total pay & benefits
Jennifer Terrana	RBG3 LEARNING STR Clark County School District, 2022	$65,770.00	$0.00	$4,457.00	$70,227.00	$29,592.00	$99,819.00
Jennifer Terrana	RBG3 LEARNING STR Clark County School District, 2021	$64,119.00	$0.00	$2,457.00	$66,576.00	$28,505.00	$95,081.00
Jennifer Terrana	GRADE 2 Clark County School District, 2018	$58,796.70	$0.00	$1,065.16	$59,861.86	$24,807.61	$84,669.47
Jennifer Terrana	GRADE 2 Clark County School District, 2017	$58,458.96	$0.00	$1,212.00	$59,670.96	$24,447.21	$84,118.17
Jennifer Terrana	LEARN STRAT, ELEM Clark County School District, 2020	$53,283.94	$0.00	$791.92	$54,075.86	$24,621.29	$78,697.15
ADVERTISEMENT							
Jennifer Terrana	Grade 2 Clark County School District, 2015	$53,146.64	$0.00	$910.51	$54,057.15	$21,924.33	$75,981.48
Jennifer Terrana	GRADE 2 Clark County School District, 2014	$51,872.64	$0.00	$614.68	$52,487.32	$20,905.51	$73,392.83
Jennifer Terrana	GRADE 2 Clark County School District, 2019	$51,360.00	$0.00	$1,461.00	$52,821.00	$23,295.00	$76,116.00
TERRANA, JENNIFER	GRADE 3 Clark County School District, 2013	$17,102.00	$0.00	$0.00	$17,102.00	$0.00	$17,102.00

« Previous

Search web & PC

EXHIBIT 5

Outlook

Fw: [redacted] Gonzalez

[redacted]

Date Mon 7/28/2025 9:21 PM

[redacted]

---------- Forwarded message ---------

[redacted]

Date: Mon, Jul 28, 2025 at 16:59

Subject: RE: [redacted] Gonzalez

[redacted]

Dear Amanda M. Roberts,

Thank you for your fax. I understand that Mrs. Luba Snow and Mr. Enrique Gonzalez would like to schedule a telephone conference regarding [redacted] Gonzalez's Phase I treatment.

Please note that all of the documents you have reflect Dr. Joe's complete diagnosis, recommendations, and the potential consequences of not proceeding with treatment at this time. Though we do not recommend delaying treatment, to avoid the consequences outlined in the letter, this treatment (Phase I) is still only considered preventative as it is not considered medically necessary.

We're always here to help if there are any treatment-related questions or if any additional information is needed. However, please note that our office does not get involved in child custody matters. If there is an absolute need for Dr. Joe to speak directly with a third party, please be aware there is a fee of $150 for any such conference.

Please let us know how you'd like to proceed.

Thank you for your understanding.

Best regards,



Jazmine Rios
Treatment Coordinator
Truman Orthodontics
[redacted]
w: www.trumanorthodontics.com

[redacted]

EXHIBIT 6

I also want to clarify that I did not check [redacted] out early during your custodial time. My time begins at 3:00 p.m., and school ends at 3:10 p.m. I was at the office at 3:00 p.m. and checked her out just ten minutes early, within my designated time.

Enrique Gonzalez viewed this subject on 5/1/2025 at 11:19:03 PM

Enrique Gonzalez on 5/1/2025 at 11:35:14 PM said:

Please be advised that CCSD's legal team has confirmed the following conditions of the new court order.
* you are not permitted to visit the school or volunteer during school hours on the father's custodial days (Monday through Friday).
* you are not allowed to pick up [redacted] before 3:11 p.m.
I've also been informed that we are no longer to exchange personal documents in the office nor are we to use the office as a drop off pick up space. Please use [redacted] take home folder to exchange the passport form that I still need, and utilize her outside dot for pick up and drop off. Your cooperation is expected and necessary to support what is in [redacted] best interests. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 11:35:25 PM

Luba Snow on 5/2/2025 at 5:26:08 PM said:

Would it be ok if I checked [redacted] out right after the field day is over (about 10 minutes early?) as it is an option for all parents.

Enrique Gonzalez viewed this subject on 5/4/2025 at 10:42:01 PM

Insurance payments/co-pays

Created by: Luba Snow on 8/5/2024 at 6:59:50 PM

Luba Snow on 8/5/2024 at 6:59:50 PM said:

Can you please send me the money for co-pays for [redacted] appointments, your portion is $65.

Please see attached all the payments for [redacted] health insurance. Your portion is $2243 as of today. Thank you.

Attached File(s): 30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg (3.75 MB)

Enrique Gonzalez viewed this subject on 8/5/2024 at 8:53:12 PM

Enrique Gonzalez on 8/5/2024 at 9:01:57 PM said:

Yes I will send the $65 but I am not responsible for her insurance payments. Per the decree you are. Thank you.

Per the decree: 10.5. Medical Insurance. Wife shall each provide insurance coverage for the child if available through work at a reasonable rate, or if available through a spouse's work if Wife remarries. Any of the minor child's unreimbursed medical expenses will be divided equally between the parties, other than copays or out of pocket expenses for the minor child's counseling, which Wife has agreed to alone bear, as set forth above.

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Please direct any further questions regarding this to your attorney Alex.

Please also let me know how you'd like to pay the 14+k you owe me in attorneys fees. That has been owed for well over a year. Thank you.

Luba Snow viewed this subject on 8/5/2024 at 9:02:24 PM

Luba Snow on 8/5/2024 at 9:18:58 PM said:

This message is about unreimbursed medical expenses not attorney fees.

I prefer we work it out ourselves but if you want we can go through attorneys then.

Enrique Gonzalez viewed this subject on 8/6/2024 at 10:35:57 AM

Enrique Gonzalez on 8/6/2024 at 10:38:44 AM said:

There is nothing to work out. The decree is clear on you covering [redacted] insurance costs.
As far as the attorneys fees go, I see the garnishment has finally started so no need to discuss further. Thank you.

Luba Snow viewed this subject on 8/6/2024 at 10:49:03 AM

Luba Snow on 8/12/2024 at 9:34:29 PM said:

Please see attached.
Your total for insurance is $343.27, which brings the total to $2586.27

Luba Snow on 8/12/2024 at 9:34:46 PM said:

Premium

Attached File(s): 91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg (888.67 KB)

Enrique Gonzalez viewed this subject on 8/14/2024 at 9:34:45 PM

Enrique Gonzalez on 8/14/2024 at 9:35:41 PM said:

As I've told you several times, per the divorce decree, you are responsible for insurance. Please have your attorney reach out to mine if there is any confusion on your part. Thank you.

Luba Snow viewed this subject on 8/14/2024 at 9:40:13 PM

Luba Snow on 8/15/2024 at 1:26:50 AM said:

This is an insurance premium I provide through my husband's work at a reasonable price. They bill two months at a time, so $343.37 is for 2 months. That's pretty good. We are both responsible for medical expenses. I prefer we just work it out instead of paying attorneys.

Enrique Gonzalez viewed this subject on 8/19/2024 at 7:38:06 PM

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Enrique Gonzalez on 8/19/2024 at 7:38:36 PM said:

As I've told you several times, per the divorce decree, you are responsible for insurance. Please have your attorney reach out to mine if there is any confusion on your part. Thank you.

Luba Snow viewed this subject on 8/19/2024 at 8:20:31 PM

Luba Snow on 8/23/2024 at 12:22:33 AM said:

I got this bill today

Attached File(s): E713C826-7185-4D95-920C-85205C2EA86F.jpeg (4.52 MB)

Enrique Gonzalez viewed this subject on 8/26/2024 at 8:53:51 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 9/26/2024 at 6:36:08 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 9/26/2024 at 6:36:24 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 9/26/2024 at 6:44:40 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 9/26/2024 at 6:45:09 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 9/26/2024 at 6:45:31 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 10/7/2024 at 9:03:02 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 10/7/2024 at 9:05:04 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/7/2024 at 9:07:18 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/7/2024 at 9:09:55 PM

Luba Snow downloaded [30F9C2DE-24A8-4E19-8641-F5E70B864EF8.jpeg] on 10/14/2024 at 5:34:48 PM

Luba Snow downloaded [91A6389B-23C8-44DB-AC95-A0E83914B135.jpeg] on 10/14/2024 at 5:38:19 PM

Luba Snow downloaded [E713C826-7185-4D95-920C-85205C2EA86F.jpeg] on 10/14/2024 at 5:40:08 PM

Luba Snow on 1/8/2025 at 8:49:13 PM said:

Here is [redacted] new insurance card

Attached File(s): AA3D6DDD-A7F6-43F3-82D0-E24EE4CD7496.jpeg (7.07 MB)

Enrique Gonzalez viewed this subject on 1/9/2025 at 7:04:39 PM

Enrique Gonzalez downloaded [AA3D6DDD-A7F6-43F3-82D0-E24EE4CD7496.jpeg] on 1/10/2025 at 12:24:33 AM

Luba Snow on 4/28/2025 at 3:20:08 PM said:

Here is a copy of health insurance premium for [redacted] Your part is $131.15

Attached File(s): IMG_5687.jpeg (3.48 MB)

Enrique Gonzalez viewed this subject on 4/29/2025 at 8:57:36 PM

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Enrique Gonzalez on 4/29/2025 at 9:03:51 PM said:

As discussed before, and already dealt with in one of your past frivolous motions, our decree clearly states you are responsible for [redacted] insurance. I do believe I still owe you around $60 for some old copays last year though. Did you want me to deduct that amount from mays child support or the attorneys fees you owe? Just let me know. Thank you.

Luba Snow viewed this subject on 4/30/2025 at 1:04:40 PM

Luba Snow on 4/30/2025 at 1:07:24 PM said:

Im fine with deducting any unreimbursed medical expenses from child support. Thank you.

Enrique Gonzalez viewed this subject on 4/30/2025 at 10:56:52 PM

Enrique Gonzalez on 4/30/2025 at 10:58:06 PM said:

That would be the $60. Please be advised that CS will be $241 for May. I will request it tomorrow. Thank you.

Luba Snow viewed this subject on 5/1/2025 at 1:33:47 PM

[redacted] missing school 4.16.25

Created by: Luba Snow on 4/16/2025 at 1:38:18 PM

Luba Snow on 4/16/2025 at 1:38:18 PM said:

[redacted] is missing school today. Can you tell me what is going on?

Luba Snow on 4/16/2025 at 1:44:56 PM said:

Is [redacted] ok?

Enrique Gonzalez viewed this subject on 4/16/2025 at 2:04:23 PM

Enrique Gonzalez on 4/16/2025 at 2:04:50 PM said:

Bell threw up this morning so I had to keep her home today. She seems to be doing better now and will take the remainder of her test next week on a makeup day. She's on track for heading back to school tomorrow. I will let you know if that changes. Thank you for checking in.

Luba Snow viewed this subject on 4/16/2025 at 2:04:55 PM

Luba Snow on 4/16/2025 at 2:07:10 PM said:

Next time please let me know when she is sick right away. I'd like check on her and talk to her today.

Can you please confirm you will facilitate the call today?

Enrique Gonzalez viewed this subject on 4/16/2025 at 4:38:09 PM

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Electronically Filed
9/30/2025 6:32 PM
Steven D. Grierson
CLERK OF THE COURT

OPPC
Amanda M. Roberts, Esq.
State Bar of Nevada No. 9294
[redacted]EL FAMILY LAW GROUP
[redacted]
Velazuez-Gonzalez

DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

LUBA GONZALEZ kna DACE, Plaintiff, v. ENRIQUE VELAZUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept No: X Date of Hearing: December 10, 2025 Time of Hearing: 10:00 a.m. **Oral Argument- No**

DEFENDANT'S OPPOSITION TO PLAINTIFFS MOTION TO RECONSIDER ORDER DENYING PLAINTIFFS MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY AND PRELIMINARILY GRANTING DEFENDANTS COUNTERMOTION; AND COUNTERMOTION FOR ATTORNEY FEES AND COSTS.

MEMORANDUM OF POINTS AND AUTHORITIES

I.
ISSUES

1. Luba's request to reconsider should be denied;
2. Luba's request to grant her temporary sole medical decision-making should be denied;

3. Luba's request to set an Evidentiary Hearing should be denied;
4. Luba's request to force Enrique to modify his Financial Disclosure Form to include all of his spouse's income or force disclosure of his spouse's records should be denied;
5. Luba's request to enforce paragraph 9.8 of the Decree of Divorce should be denied;
6. Luba's request to deny the prior preliminary attorney fees should be denied;
7. Luba's request for the Court to be removed for judicial bias or impartiality should be denied;
8. Enrique's request for attorney fees and costs should be granted; and
9. For any and all other relief the Court deems proper and just.

II.
STATEMENT OF FACTS

The Parties, Luba Dace ("Luba") and Enrique Velazuez-Gonzalez ("Enrique"), were divorced pursuant to a Decree of Divorce filed on December 18, 2021. The Parties have one (1) minor child, to wit: [redacted] Gonzalez [redacted] born on [redacted] is Nine (9) years old.

Relevant Procedural History:

On December 8, 2021, the Decree of Divorce was filed which incorporated a Marital Settlement Agreement granting the Parties joint legal custody and joint physical custody with the Parties exercising a week on, week off schedule with exchanges on Wednesdays (drop off at school or 9:00 a.m., if there is no school). The Marital Settlement Agreement contained language that the Parties would communicate through Talking Parents and all messages would be checked and opened within twenty-four (24) hours and if a message was required respond in that timeframe.

On January 2, 2025, the Court issued Finding of Fact, Conclusions of Law, and Orders (Post-Judgment). Therein, the Court awarded Enrique primary physical custody of [redacted] subject to Luba's right to visitation except in the third weekend of the month from Friday after school or 3:00 p.m. if there is no school until Monday when school resumes or 9:00 a.m. if there is no school.

On January 21, 2025, Luba filed a Motion for Reconsideration.

On January 30, 2025, Enrique filed an Opposition to the Motion for Reconsideration and a Countermotion for Attorney Fees and Costs.

On April 11, 2025, the Court issued an Order Denying Plaintiff's January 21, 2025 Motion for Reconsideration and Granting Defendant's January 30, 2025 Countermotion et. al. Therein, the Court found that "Luba's plea for relief multiplied the costs of litigation without just cause and did so unreasonably and vexatiously."[1] Moreover the Court found that "Luba significantly misstated the Order of the Court in her motion."[2] Therein, the Court determined that Luba's gross monthly income was $1,904.44 including tips, but when calculated by the Court her income was $1,851.46 and set child support at $301.00 effective January 1, 2025.

On April 24, 2025, Luba filed a Notice of Appeal and Case Appeal Statement.

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[1] *See* page 21, lines 2 through 8.
[2] *Id.*

On April 29, 2025, Enrique filed a Memorandum of Attorney's Fees and Costs. The Court Ordered granted Enrique until April 30, 2025 to file his Memorandum of Attorney Fees and Costs, therefore, this request was timely filed by Enrique. *A ruling on this request remains outstanding in this matter. {EMPHASIS ADDED}*

On May 13, 2025, Luba filed an Objection to Enrique's Memorandum of Attorney Fees and Costs.

On July 9, 2025, Luba filed a Motion for Temporary Sole Medical Decision-Making Authority, et. al. On July 10, 2025, she filed the Exhibits to said Motion and a Financial Disclosure Form. Luba's Financial Disclosure Form alleged she was working eighteen (18) hours per week at $17.63 per hour as a cocktail server. Luba alleged that her gross monthly income was $1,375.14 then in the "Other Sources of Income" she left everything blank except for the "Total Average Other Income Received" which she placed $560.00. Thereby, she asserts that he gross monthly income was $1,935.00 per month.

On July 31, 2025, Enrique filed an Opposition to the Motion For Temporary Sole Medical Decision-Making Authority; And Countermotion For A Recalculation Of Child Support And Attorney Fees And Costs. Declaration Of Enrique Ivan Velazuez-Gonzalez.

On August 1, 2025, Enrique filed Exhibits to said Opposition and Countermotion; and a Financial Disclosure Form.

On August 14, 2025, Luba filed a Reply to the Opposition and Countermotion, with an accompanying Exhibit Appendix.

On August 29, 2025, the Court issued an Order Denying Plaintiff's July 9, 2025 Motion for Temporary Sole Legal and Sole Medical Decision-making Authority et al. (Notice of Entry was filed on September 2, 2025).

On September 12, 2025, Enrique filed his Memorandum of Fees and Costs, with an accompanying Exhibit Appendix.

On September 16, 2025, Luba filed the current Motion for Reconsideration in proper person; along with an Objection which is a rouge filing.

Background History:

On or about June 7, 2205, Luba created an event through Talking Parents titled "Braces appointment" stating it was June 9, 2025 at 7:30 a.m. and in details listed [redacted] getting braces[.]"

On or about June 9, 2025, Luba communicated through Talking Parents a desire to move forward with teeth extraction and treatment.

On or about June 10, 2025, Enrique responded to the Talking Parents communication indicating that his opinion of the recommendation was different and raised issues regarding costs as the treatment was not "medically necessary." Luba responded the same day asking for Enrique to reconsider.

On July 10, 2025, Enrique received communication from Truman Orthodontics ("Truman") regarding his questions and concerns for treatment.

Therein, it was communicated that [redacted] teeth are "slightly crowded[.]" The communication goes on to stated that extraction of the baby teeth "could help create space for the adult teeth in front of them to come in – but it's important to note that this may not leave enough room for adult canines behind them, which could create other spacing challenges down the road." Most importantly, Truman indicated that the "Phase I treatment is considered "preventive," as [redacted] teeth are not causing any severe medical or dental issues yet. If you choose to wait, we can absolutely monitor her development…"

Enrique has confirmed that the treatment is not deemed "medically necessary" and Truman Orthodontic has indicated a six (6) month wait and see approach could be employed. As Truman Orthodontic is outside of network, Phase I of the plan will cost $8,000.00. As such, Enrique has contacted an in-network dentist through his insurance with culinary and [redacted] is scheduled for a second opinion through a referral from the insurance company.

On June 12, 2025, Enrique sent the recommendation letter to Luba that he received as outlined herein above. Enrique asked that the upcoming appointment was with Dr. Hyer and not Truman. Luba responded "please refer to Dentist[.]" She then sent a follow up referring to prior Talking Parents chat. The Parties went back and forth on this issue through multiple Talking Parents communication. They left off with a request that Enrique review something obtained by Luba, and let her know if it changed his mind.

On June 24, 2025, Luba informed Enrique that she received communication from the dentists, not Truman, about extraction and asked for an update or answer.

On June 30, 2025, Enrique again reiterated his position regarding the treatment including obtaining a second opinion and looking for something in network as Truman is not covered by any insurance in place for [redacted]

On July 9, 2025, Enrique sent a message regarding a second opinion and obtaining a referral for an in-network provider.

On July 10, 2025, the Parties communicated through Talking Parents as the scheduled appointment the next day was not going to be covered by insurance. Enrique indicated he would communicate with the office to get a referral for a second opinion for an in network provider.

On July 11, 2025, the Parties went back and forth through Talking Parents regarding cancellation and finding an in network provider for [redacted]

Over the next couple of days, the parents have continued arguing regarding treatment for the minor child.

Luba's Financial Disclosure Form:

On July 10, 2025, Luba filed a Financial Disclosure Form which inaccurately states her income. According to her to paycheck through June 22, 2025, her year to date income not including all tips is $14,092.97. That is twenty-five (25) weeks into the year which means her gross income is $2,442.78 without reporting all of her tips. On the Financial Disclosure Form, she lists other income as $560.00 but is

unclear the form of income. Based upon the actual gross monthly income plus her declared other income, Luba's gross monthly income is $3,002.78.

In her pending Motion, Luba acknowledged she signed the referenced Financial Disclosure Form under penalty of perjury (*see* page 11, lines 20 through 25). Luba asserts that her numbers contained in the Financial Disclosure Form using eighteen (18) hours per week at $17.63 per hour as a cocktail server, accurately reflects her gross monthly income; however, the paycheck stubs she attached consistently show that she is working more than eighteen (18) hours. The three (3) paycheck stubs over six (6) weeks show that she worked 24.97 hours per week.

Date	**Hours**
4/28/25 to 5/11/25	44.22
	0.10
5/26/25 to 6/8/2025	57.05
	0.07
	8.00
6/9/25 to 6/22/25	40.37
	0.02
Total	149.83
Averaged Over Six (6) Weeks	24.97

Moreover, a portion of her hours are at rates higher than $17.63 because of overtime ($26.4461) and holiday pay ($35.2614).

Enrique's Financial Disclosure Form:

As an Exhibit to her Motion, Luba attaches a Transparent Nevada breakdown showing the income of Enrique's spouse and alleges that Enrique incorrectly completed his Financial Disclosure Form filed on August 1, 2025. Presumably, Luba is alleging that section "C" of the "Household Information" page was completed incorrectly. That section states,

> C. Fill in the table below with the names, ages, and the amount of money contributed by all persons living in the home over the age of eighteen. If more than 4 adult household members attached a separate sheet.

Name	Age	Person's Relationship to You (i.e. sister, friend, cousin, etc…)	Monthly Contribution
Jennifer Gonzalez	45	Wife	$ 3,000.00

The specific language of the Financial Disclosure Form states, "amount of money contributed by all persons living in the home over the age of eighteen." The language does not require that the salary information of the person be provided. Therefore, Enrique asserts that the Financial Disclosure Form was completed correctly.

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III.
OPPOSITION

A. *Luba's request to vacate the Order filed August 29, 2025 should be denied.*

Luba argues that the Court improperly applied the law because the Court found that Luba's request required a substantial change in circumstance (page 6). Luba asserts that is not the legal standard because was not requesting a modification of legal custody, but for the Court to resolve a dispute regarding treatment for the minor child pursuant to *Kelley v. Kelley*, 139 Nev. ___, 535 P.3d 1147 (Adv. Opn. No. 39, Sept. 28, 2023).[3] However, Luba's original Motion failed to even address the holding in *Kelley* and instead argued under *Rivero v. Rivero*, 125 Nev. 410, 428 (2009) that the Court can intervene to avoid "risks of long-term harm".[4]

However, even if Luba's position is true, the Court did an analysis of the decision in *Kelley* and denied Luba's request (page 8 through 11); and Luba has failed to establish any substantially different evidence that would support her request herein. Specifically, Luba points to the correspondence from Dr. Dougherty dated July 28, 2025 which specifically states that the medical procedure that is being proposed is "is still only considered preventative as it is not considered medically necessary." Luba alleges the Court failed to take this communication into consideration when apply the factors in *Kelley.* However, the Court's Order specifically states, "In fact, in Luba's own exhibit, the provider's office specifically

[3] *See* Motion for Reconsideration at page 3, lines 4 through 21.
[4] *See* Motion at page 9, lines 7 through 12.

stated in writing the treatment was not medically necessary, but rather is preventative."[5]

Luba argues that the Court mischaracterized preventative treatment and medically necessary in its Order. However, the Court specifically addresses the issue in its Order (page 15, lines 12 through 18) which states,

> The Court FINDS Luba's motion lacked legal basis and also significantly misstated the evidence by claiming there is "documented medical necessity" for the child's orthodontic treatment, that Enrique has obstructed the child's treatment, or misrepresented the urgency of the need for the child to obtain orthodontic care. In fact, in Luba's own exhibit, the provider's office specifically stated in writing the treatment was not medically necessary, but rather is preventative.

In the original Motion, Luba argued it was a medical necessary that the procedure occur which Enrique refuted by providing documents from the medical provider as outlined herein. Moreover, Dr. Dougherty specifically indicated that adopting a wait and see approach was a viable option.

Luba next argues that the Court failed to consider the best interest factors in issuing its decision. This is incorrect because the best interest factors under *NRS* § 125C.0035 are not what are applied, but the factors as set forth in the holding in *Kelley.* When issuing that decision, the Nevada Supreme Court stated in relevant part, "Because district courts lack guidance on how to apply the best-interest-of-

[5] *See* page 15, lines 15 through 18; the section references Luba's Exhibit filed on August 19, 2025 which is Exhibit "5".

the-child standard in this context, we adopt non exhaustive factors for district courts to consider[.]" *Kelley v. Kelley*, 139 Nev. ___, 535 P.3d 1147 (Adv. Opn. No. 39, Sept. 28, 2023). As set forth herein, the Court applied those factors in its decision (page 8 through 11) and this argument should hold no weight with the Court.

There is no basis for the Court to set an Evidentiary Hearing. Luba has failed to establish substantially different evidence which would warrant the Court reconsidering its Order. *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976).

B. *Luba's request to enforce the Parties Decree of Divorce at Paragraph 9.8 should be denied.*

EDCR § 5.503 (a) states in relevant part,

> Every motion, opposition, countermotion, and reply shall include points and authorities supporting each position asserted and an affidavit supporting all factual averments. Points and authorities lacking citation to relevant authority, or consisting of bare citations to statutes, rules, or case authority, do not comply with this rule. The absence or deficiency of points and authorities may be construed as an admission that the filing is not meritorious, or as cause for denial of all positions not supported.

In this matter, Luba provides no legal authority for support of her position. A review of the communication through Talking Parents seems to indicate that both Luba and Enrique have not always responded within twenty-four (24) hours. There are times, when extensive communication occurs on the same day, Enrique acknowledges that he has failed to respond to all communication within twenty-four

(24) hours. Therefore, he asserts to the Court that he will take every step possible to ensure that he responds to all communication through Talking Parents within twenty-four (24) hours.

C. *Luba's request for a ruling on Judicial bias and impartiality should be denied.*

NRS § 1.234 (1) provides that when seeking to disqualify a Judge other than a Supreme Court or Court of Appeals, "must file an affidavit specifying the facts upon which the disqualification is sought." In this matter, Luba failed to comply with the statutory requirements to seek removal of the District Court Judge assigned in this matter or seek a ruling on the issue of bias. A judge is presumed to be impartial, and the burden is on the party asserting the challenge to establish sufficient factual grounds warranting disqualification. *Ybarra v. State*, 127 Nev. 47, 51, 247 P.3d 269, 270 (2011). As Luba has failed to follow the requirements of *NRS* § 1.234 (1), Luba's request should be denied.

D. *Luba's request related to financial relief including Enrique's Financial Disclosure Form, resetting child support and attorney fees and costs should be denied.*

Enrique's Financial Disclosure Form-

In her Motion, Luba asserts that the Court should consider Enrique's household income when setting child support, pursuant to *NAC* § 425.140. The problem is that this schedule of the statute is related to "determining base child support" and does not discuss adjustments. Rather, *NAC* § 425.150 (1)(f) is the

applicable rule and Enrique argues that Luba's argument is misguided because before the Court would be required to consider adjustment factors, the Court would have to determine that "the specific needs of the child and the economic circumstances of the parties" warrant adjustment. In this matter, no such argument was made by Luba in her Reply. Rather, Luba argued her Financial Disclosure Form was accurate and there was no basis for the Court to modify child support. This is rebutted by attached paycheck stubs attached to the Financial Disclosure Form. As set forth herein, Luba completed page 2 of her Financial Disclosure Form incorrectly because she included less hours than she was actually working and did not include increased rates for overtime and holidays.

Child Support Modification-

NAC § 425.170 (1) once child support has been established future modifications must be based upon a change in circumstance. *NRS* § 145B.145 (4) provides that a change in circumstance is a twenty percent (20%) change in income. In this matter, Luba's prior income was determined to be $1,851.46 and her current income is $3,002.78.

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Luba asserts that her numbers contained in the Financial Disclosure Form using eighteen (18) hours per week at $17.63 per hour as a cocktail server, accurately reflects her gross monthly income; however, the paycheck stubs she attached consistently show that she is working more than eighteen (18) hours. The three (3) paycheck stubs over six (6) weeks show that she worked 24.97 hours per week.

Date	Hours
4/28/25 to 5/11/25	44.22
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	0.07
	8.00
6/9/25 to 6/22/25	40.37
	0.02
Total	149.83
Averaged Over Six (6) Weeks	24.97

Moreover, a portion of her hours are at rates higher than $17.63 because of overtime ($26.4461) and holiday pay ($35.2614). To determine Luba's actual gross monthly income, we took her year to date income from her paycheck stubs which was $14,092.97 through June 22, 2025. That is twenty-five (25) weeks into 2025. That number is then divided to get an average weekly income of $563.72 and then multiplied by fifty-two (52) weeks to get $29,313.44 then divided by twelve (12) months to receive her gross monthly income without tips of $2,442.77. Thereafter,

Luba's other income is added to calculate her gross monthly income to be $3,002.78.

As such, there has been a change in circumstances and child support should be reset effective August 1, 2025 as follows:

Income Information for Mom		
$3,002.78	$480.44	THIS IS UP TO $6k (16%)
$0.00	$0.00	THIS IS FROM $6K to $10k (8%)
$0.00	$0.00	THIS IS ABOVE $10k (4%)
Total	$480.44	

In this matter, the Court properly calculated Luba's income and reset child support according to Nevada law; therefore, Luba's request should be denied.

Enrique's Request for Attorney Fees and Costs-

In her Motion, Luba argues that the Court improperly granted attorney fees as a sanction under *NRS* § 18.010 (2)(b); however, that was the basis for Luba's fees not Enrique's which was *NRS* § 125C.250 (*see* Order at pages 14 and 16, starting at line 20 through 4). Therefore, arguments that the attorney fees were a sanction is inaccurate.

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VI.
COUNTERMOTION

A. *Enrique's request for attorney fees and costs should be granted.*

NRS § 125C.250 states,

> Except as otherwise provided in NRS 125C.0689, in an action to determine legal custody, physical custody or visitation with respect to a child, the court may order reasonable fees of counsel and experts and other costs of the proceeding to be paid in proportions and at times determined by the court.

In this matter, Enrique alleges that there is substantial evidence which will establish that he has attempted to workout this issue with Luba without Court intervention. Enrique asserts that the Parties are having a difference of opinion and even when presented with information that the treatment was not "medically necessary" that Luba refused to withdraw her Motion.

When considering attorney fees, the Court must then consider the factors set forth in *Brunzell v. Golden Gate National Bank*, 85 Nev. 345, 455 P.2d 31 (1969). According to the Brunzell Factors are as follows:

1. The quality of advocacy;[6]
2. The character of the work to be done;[7]
3. The work actually performed by the lawyer;[8] and

[6] When considering the quality of the advocacy the Court should look at the attorney's ability, training, education, professional standing, and skill.

[7] When considering the character of the work to be done the Court should look at the difficulty, intricacy, importance, time, skill required, the responsibility imposed, and the character of the Party when they have a relevancy to the litigation.

4. The results obtained.

Quality of Advocacy

Enrique's Counsel has been practicing law since 2005 and focuses her practice area primarily in the area of family law, and she is licensed with the State Bar of Nevada. Enrique's Counsel participated in a weekly radio show geared at the Clark County community, focused on issues relative to family law.

Yearly, Enrique's Counsel attends continuing legal education classes to stay abreast of changes in the area of family law. Through a practice primarily in family law, Enrique's Counsel has drafted countless Motions, argued before the District Court and Hearing Master on issues related to domestic violence/custody/divorce/ adoption/termination of parental rights, brought and defended individuals at Trials and Evidentiary Hearings. Enrique's Counsel has sat pro tem for the Domestic Violence Hearing Master, has been appointed as a parenting coordinator by various Judges and acted as a guardian ad litem. Additionally, Enrique's Counsel has taken cases on Appeal to the Supreme Court of Nevada.

Character of Work Done

Due to the fact that Enrique's Counsel practices primarily in the area of family law, she has regularly dealt with issues involved in violations of terms of Family Court related Orders, custody disputes and relocation, child support enforcement, arrears, and wage assignments.

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[8] When considering the work performed the Court should consider the skill, time, and attention given to the work.

Work Performed

Enrique's Counsel maintains a billing system through a program called Pro Law. Counsel is prepared to file a Memorandum of Fees and costs. Counsel alleges that the fees are actually and necessarily incurred; moreover, the fees incurred herein are reasonable. The work done herein was straightforward and related to the Motion filed by Luba.

V.
CONCLUSION

Based upon the foregoing, Enrique requests the Court take the following action regarding the pending Motions:

1. Luba's request to reconsider should be denied;
2. Luba's request to grant her temporary sole medical decision-making should be denied;
3. Luba's request to set an Evidentiary Hearing should be denied;
4. Luba's request to force Enrique to modify his Financial Disclosure Form to include all of his spouse's income or force disclosure of his spouse's records should be denied;
5. Luba's request to enforce paragraph 9.8 of the Decree of Divorce should be denied;
6. Luba's request to deny the prior preliminary attorney fees should be denied;

7. Luba's request for the Court to be removed for judicial bias or impartiality should be denied;

8. Enrique's request for attorney fees and costs should be granted; and

9. For any and all other relief the Court deems proper and just.

Dated this 30th day of September, 2025.

ROBERTS STOFFEL FAMILY LAW GROUP

By: /s/ Amanda M. Roberts, Esq.
Amanda M. Roberts, Esq.
9294
[redacted]
van
Velazuez-Gonzalez

DECLARATION OF ENRIQUE IVAN VELAZUEZ-GONZALEZ

I, Enrique Ivan Velazuez-Gonzalez, pursuant to *NRS* § 53.045, declare under penalty of perjury that the foregoing is true and correct.

1. I am the Defendant in the above-entitled action and am competent to testify to the matters contained herein. Declarant makes this declaration in support of the foregoing Opposition and Countermotion.

2. I have read the foregoing Opposition and Countermotion and can certify and attest that the facts contained therein are true of Declarant's own knowledge, except for those matter stated upon information and belief, and as to those matters, Declarant believes them to be true.

3. Declarant incorporates all the facts of the Opposition and Countermotion into this declaration as though fully set forth herein.

FURTHER DECLARANT SAYETH NAUGHT.

Dated this 30th day of September, 2025.

By: /s/ Enrique Velazuez-Gonzalez (see attached)
Enrique Ivan Velazuez-Gonzalez

From: Enrique Gonzalez
To: Amanda Roberts
Cc: Colleen O"Brien; Salma Moreno
Subject: Re: Gonzalez
Date: Tuesday, September 30, 2025 6:05:46 PM

Please sign. Thank you.

On Tue, Sep 30, 2025 at 5:57 PM Amanda Roberts <amanda@lvfamilylaw.com> wrote:

> I've attached the Motion. Can you look at it quick, and email me permission to use your electronic signature?
>
> Thank you,
>
> Amanda M. Roberts, Esq.
>
> **Roberts Stoffel Family Law Group**
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> [redacted]
>
> This communication is meant for the intended recipient and may contain confidential information. If you received this communication in error, please notify the sender and delete the communication.
>
> **Our hours are as follows:**
>
> **Mondays through Thursdays: 8:00 a.m. to 5:00 p.m., and Fridays: 8:00 a.m. to 4:00 p.m.**

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the 30th day of September, 2025, I served by and through Wiz-Net electronic service, pursuant Clark County District Court Administrative Order 14-2 for service of documents identified in Rule 9 of the N.E.F.C.R., the foregoing Defendant's Opposition To Plaintiffs Motion To Reconsider Order Denying Plaintiffs Motion For Temporary Sole Medical Decision-Making Authority And Preliminarily Granting Defendants Countermotion; And Countermotion For Attorney Fees And Costs, to the following:

[redacted]

By: /s/ Colleen O'Brien
An Employee of Roberts Stoffel Family Law Group

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DISTRICT COURT
FAMILY DIVISION
CLARK COUNTY, NEVADA

Luba Gonzalez
Plaintiff/Petitioner

v.

Enrique Ivan Velazquez
Defendant/Respondent

Case No. D-18-575860-D

Dept. X

MOTION/OPPOSITION FEE INFORMATION SHEET

Notice: Motions and Oppositions filed after entry of a final order issued pursuant to NRS 125, 125B or 125C are subject to the reopen filing fee of $25, unless specifically excluded by NRS 19.0312. Additionally, Motions and Oppositions filed in cases initiated by joint petition may be subject to an additional filing fee of $129 or $57 in accordance with Senate Bill 388 of the 2015 Legislative Session.

Step 1. Select either the $25 or $0 filing fee in the box below.

☑ **$25** The Motion/Opposition being filed with this form is subject to the $25 reopen fee.

-OR-

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $25 reopen fee because:

- ☐ The Motion/Opposition is being filed before a Divorce/Custody Decree has been entered.
- ☐ The Motion/Opposition is being filed solely to adjust the amount of child support established in a final order.
- ☐ The Motion/Opposition is for reconsideration or for a new trial, and is being filed within 10 days after a final judgment or decree was entered. The final order was entered on _____.
- ☐ Other Excluded Motion (must specify) _____.

Step 2. Select the $0, $129 or $57 filing fee in the box below.

☐ **$0** The Motion/Opposition being filed with this form is not subject to the $129 or the $57 fee because:

- ☐ The Motion/Opposition is being filed in a case that was not initiated by joint petition.
- ☐ The party filing the Motion/Opposition previously paid a fee of $129 or $57.

-OR-

☐ **$129** The Motion being filed with this form is subject to the $129 fee because it is a motion to modify, adjust or enforce a final order.

-OR-

☐ **$57** The Motion/Opposition being filing with this form is subject to the $57 fee because it is an opposition to a motion to modify, adjust or enforce a final order, or it is a motion and the opposing party has already paid a fee of $129.

Step 3. Add the filing fees from Step 1 and Step 2.

The total filing fee for the motion/opposition I am filing with this form is:

☐ **$0** ☑ **$25** ☐ **$57** ☐ **$82** ☐ **$129** ☐ **$154**

Party filing Motion/Opposition: Defendant Date 09/30/2025

Signature of Party or Preparer /s/ Colleen O'Brien

Electronically Filed
10/14/2025 8:52 AM
Steven D. Grierson
CLERK OF THE COURT

ROPP
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]
Pro Per

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA SNOW DACE fka LUBA GONZALEZ Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No.: D-18-575860-D Dept. No.: X Date of Hearing: December 10, 2025 Time of Hearing: 10:00 a.m. **ORAL ARGUMENT REQUESTED: YES**

PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER
AND
PLAINTIFF'S OPPOSITION TO DEFENDANT'S COUNTERMOTION FOR AN AWARD OF ATTORNEY'S FEES

COMES NOW Plaintiff, LUBA SNOW DACE, in proper person, and hereby submits this combined (1) *Reply in support of her Motion to Reconsider*, and (2) *Opposition to Defendant ENRIQUE IVAN VELAZQUEZ-GONZALEZ's Countermotion*. This filing is supported by the following Points and Authorities, the pleadings and papers on file, and any argument the Court permits.

Plaintiff, LUBA SNOW DACE, respectfully requests and moves the Court for an Order:

1. Granting reconsideration of the August 29, 2025, Order;
2. Awarding Plaintiff temporary sole medical decision-making authority for the minor child (on a limited basis) under *Kelley*;
3. Alternatively, order the same Phase-I protocol with an in-network provider within 21 days, with default authority to schedule if no timely agreement;.
4. Enforcing the Parties' Divorce Decree Paragraph 9.8;
5. Enforcing the Parties' Divorce Decree Paragraph 10.5;
6. Making a finding that the child has, at all relevant times, been insured under Plaintiff's plan and that Defendant has never provided medical or dental insurance;
7. Awarding Plaintiff attorney's fees and costs;
8. Amending Enrique's Financial Disclosure Form stating the actual monthly amount contributed by his spouse, with simple proof (NRCP 16.2);
9. Disregard/strike any support-reset request as un-noticed affirmative relief.
10. Denying Defendant's countermotion for fees and costs; and
11. For any other relief this Court deems fair and appropriate.

This Reply and Opposition is made and based on the Memorandum of Points and Authorities set forth below, the Declaration of Plaintiff attached hereto, all papers and pleadings on file herein, and evidence presented by counsel, if any, at the hearing.

DATED this 14th day of October 2025.

/s/ Luba Snow Dace
LUBA SNOW DACE

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Reconsideration is warranted under NRCP 59(e) and EDCR 5.513, and this briefing complies with EDCR 5.503(a). August 29, 2025, Order rests on clear factual and legal errors and overlooked material evidence; reconsideration is necessary to prevent manifest injustice to the minor child. Plaintiff's ("Luba") request did not seek a permanent custody modification; it asked the Court to break a joint-legal impasse about time-sensitive orthodontic care under *Kelley v. Kelley*, 139 Nev. Adv. Op. 39 (2023) (four-factor best-interest test for medical impasses). Defendant's ("Enrique") Opposition ("OPPC") (1) misstates the record on Talking Parents responsiveness, (2) minimizes the treating providers' recommendation by recasting necessary preventive treatment as "not medically necessary," (3) obscures that Enrique has never provided medical or dental insurance—Luba's insurance has always covered the child—and that Luba is the parent who schedules and takes the child to appointments, and (4) relies on a Financial Disclosure Form that fails to accurately disclose his spouse Jennifer Gonzalez's income/household contributions, skewing any ability-to-pay and support arguments.

II. RELEVANT FACTS (CLARIFIED)

1. Talking Parents communications and July 11 appointment.

The Divorce Decree ¶9.8 and ¶10.5 already requires both parents to cooperate on the child's medical/dental care (share information, timely respond to scheduling, and divide equally any unreimbursed medical expenses. Luba seeks enforcement of ¶9.8 and ¶10.5 as written, not any modification.

Luba carries/provides the child's medical/dental insurance, schedules and attends appointments, and uses Talking Parents to provide dates, referrals, and receipts.

Enrique acknowledges he has not "always"[1] responded within 24 hours (Ex. 2, 0010) and refused to reimburse medical expenses within the Decree's timeframe (Ex. 6, 0024). These are compliance gaps, not disputed interpretations—hence the need for a short, clarifying enforcement order.[2]

Certified Talking Parents (Ex. 2, 0009, 0010) logs show Luba timely initiating, following up, scheduling a second opinion with in-network provider (July 11, 2025, appointment), and providing orthodontist documentation. Enrique repeatedly refused consent, pressed for "in-network" alternatives, then cancelled an in-network appointment on July 11, 2025, and pushed a second opinion out to November 2025. (Ex. 7; 0031, 0032, 0033)

Given these facts, the Opposition's Point B (p. 12) fails: EDCR 5.503(a) is satisfied by this Reply, and enforcement of ¶9.8 and ¶10.5 is properly ordered under NRCP 70. See Section IV.B.[3]

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[1] OPPC pg.12, lines 23-27

[2] Any perceived EDCR 5.503(a) deficiency is now cured; this Reply supplies authority (NRCP 70) and a narrow enforcement protocol. The rule's "may be construed" language is discretionary, not an automatic bar.

[3] Plaintiff notes additional instances of interference with legal/physical custody since January 2, 2025, order (e.g., involving school staff to restrict mother's access to events, consistently refusing additional time to accommodate travel or see grandparents. Because those issues are outside the scope of this Kelley medical dispute and ¶9.8 enforcement, Plaintiff reserves them for a separate motion and does not brief them here. By way of example, on Mother's Day 2025 Plaintiff exercised her custodial time and returned the child to school once the holiday concluded; Enrique nevertheless threatened contempt over a brief same-morning drop-off. By contrast, he routinely checks the child out early for travel—requests Plaintiff has accommodated without objection—an uneven approach that supports a clarifying enforcement order. (Ex. 7, at 0034–0038.)

2. Provider recommendations and the "preventive" label.

The treating orthodontist recommended Phase-I intervention with space creation (including targeted extractions) to avoid impaction/misalignment and spacing failure. That the care is described as "preventive" does not make it unnecessary—preventive care exists to avoid foreseeable harm if delayed.

Enrique asserts in his Opposition that extractions alone may not leave room for the canines.[4] That is precisely why Dr. Dougherty (Truman Orthodontics) recommended **Phase I**—a palatal expander to widen the upper jaw and create the necessary space—supporting proceeding now to avoid other spacing challenges rather than waiting. (Ex. 1, Recommendation Letter June 10, 2025)

3. Defendant falsely claims "Culinary insurance" and a referral through "his" plan.

In his Opposition, Enrique asserts: "As such, Enrique has contacted an in-network dentist through his insurance with Culinary and [redacted] is scheduled for a second opinion through a referral from the insurance company**."**[5] Defendant signed a declaration **under penalty of perjury** attesting that the Opposition's factual statements are true to his best knowledge.[6] That assertion is **false**. Enrique DOES NOT carry medical or dental insurance for the child; the child has at all relevant times been covered under Plaintiff's plan. Any "Culinary" network or referral invoked in the Opposition necessarily refers to Luba's coverage, not Enrique's. Moreover, it is Luba not Enrique who **scheduled for a second opinion through a referral from the insurance company.** (Exhibit 7; 0035, 0039) The Court should disregard the misstatement and weigh it against Defendant's credibility.

[4] OPPC pg.6, lines 3-6
[5] OPPC pg. 6, lines 15-18
[6] OPPC pg. 21, lines 9-13

At all relevant times since the child was born in 2016, the child has been covered under Luba's medical and dental insurance. Enrique has never provided medical or dental insurance for the child. Consistent with that, Luba has been the parent who schedules the child's medical and dental appointments, notices Enrique in Talking Parents App, per parallel parenting plan adopted by the parties, reschedules at Enrique's requests for adjustments and attends appointments with the child. This Court FOUND Enrique fails to follow through with his joint legal custody rights, abdicating them to Luba or abandoning an issue, but then complaining he does not like what Luba does or how she does it.[7]

4. FDF accuracy and household contribution

A. Enrique's FDF does not accurately disclose his spouse's household contribution. NRCP 16.2 requires disclosure of "the amount of money contributed by all persons living in the home over the age of eighteen." Enrique lists only a flat **$3,000** from his spouse, Jennifer Gonzalez, and provides no supporting proof. Using Enrique's own numbers, the FDF still produces a monthly **deficit**: wages **$2,020.20** + bi-weekly tips **$84.73** (≈ **$183.58** /month) + spouse contribution **$3,000** + child support **$301** (≈ **$5,504.78)** total inflow. Against stated monthly expenses **$5,670** plus payroll deductions **$391.42** = ≈**$6,061**. The self-reported net is approximately **–556.64 per month**. That either means expenses are overstated or the spouse's contribution is understated; either way, the FDF is unreliable and should be corrected.

Why it matters, Nevada does not count a new spouse's **income** directly toward guideline support, but courts may consider **spousal contributions** insofar as they affect relative means and support deviations (see *Lewis v. Hicks,* 108 Nev. 1107, 1111–13 (1992)). For fees, courts must weigh the **Brunzell** factors, including the parties' financial circumstances (*Brunzell v. Golden*

[7] FFCL filed on January 2, 2025, pg. 26, lines 16-18

Gate Nat'l Bank, 85 Nev. 345 (1969)). Thus, an accurate monthly **contribution** figure (with simple proof) is material before the Court entertains any support deviation or fee request.

Requested relief:

Order Enrique to file, within 14 days, an amended FDF that (a) states the **actual monthly amount contributed** by Jennifer Gonzalez and (b) attaches simple proof (e.g., last three months of bank transfers/bill-pay records reflecting that contribution). In the alternative, require a short sworn declaration from Ms. Gonzalez stating her average monthly contribution and attaching two pay stubs sufficient to substantiate the contribution.

B. Luba's Financial Disclosure Form (pg. 7)

Enrique's criticism of Luba's 'other income' is misplaced. The June 30, 2025 FDF listed a one-time 'other income' figure of **$560** reflecting her monthly tips and a short-term eBay sales of used clothing to help cover attorney's fees; eBay sales activity has ceased. The October 14, 2025, FDF clarifies her income: hourly wages totaling **$1,814.42** gross per month plus disclosed tips of **$280** per month, for a total gross monthly income of **$2,094.42**—with no continuing 'eBay' stream. Any **holiday pay or overtime is already captured** in her payroll-reported gross monthly income; there is no separate category to add. And because Luba's hours **fluctuate with business demand**, her earnings vary from check to check—for example, her most recent paycheck (attached to 10.14.25 FDF) reflects only **24 hours** worked in two week pay period. Plaintiff's FDFs filed July 10, 2025 and an updated FDF filed October 14, 2025, along with additional paystubs covering multiple months, show less than a 5% change in income and reflect the variability of tipped wages.

5. Luba did not request for the Court to be removed for judicial bias or impartiality

No disqualification motion is before the Court; NRS 1.234 is inapposite.

Defendant's Section C[8] misstates Plaintiff's request. Plaintiff did not move to disqualify the assigned judge and does not seek the judge's removal in this filing. Rather, Plaintiff identified bias/appearance concerns solely as one basis for reconsideration under NRCP 59(e) (clear error/manifest injustice). Plaintiff's requested relief in this Reply does not include judicial recusal or reassignment. In her Motion to Reconsider, Luba framed the "judicial bias/appearance of partiality" discussion expressly as grounds supporting reconsideration—not a separate disqualification request. Because no disqualification motion is pending, NRS 1.234's affidavit requirement does not apply and Enrique's Section C is non-responsive. To the extent the Opposition reads Plaintiff's reconsideration arguments as a recusal request, Luba clarifies that no such request is made here; alternatively, Luba withdraws any such implication without prejudice to filing a separate, properly supported motion under NRS 1.234 at a later time. Accordingly, the Court should disregard Section C as immaterial to the questions presented on reconsideration.

III. STANDARD FOR RECONSIDERATION

A Rule 59(e) motion is proper to correct manifest errors of law or fact, to consider newly presented material evidence, or to prevent manifest injustice. Here, the August 29, 2025 Order (i) applied the wrong standard (custody-modification) to a joint-legal tie-break question, (ii) misapprehended who cancelled/obstructed the July 11 appointment, and (iii) discounted treating-provider evidence by equating "preventive" with "unnecessary." Each error materially affected the outcome.

[8] OPPC pg. 13, section C

IV. ARGUMENT

A. Enrique's Opposition Misstatement About *Kelley v. Kelley*

Enrique asserts "Luba's original Motion failed to even address the holding in *Kelley* and instead argued under *Rivero v. Rivero.*[9] **Not so**. Luba framed the dispute under *Kelley* from the outset and asked the Court to correct its misapplication of the *Kelley* tie-breaker. The motion specifically cited *Kelley* and listed the non-exhaustive factors the DISTRICT COURT must weigh to "break the tie" in a joint-legal impasse (seriousness of harm; provider recommendation; risks; child's age/capacity).[10] The Court should disregard Enrique's contrary assertion.

***Kelley* governs:**

This is a joint-legal tie-break, not a custody modification. When joint legal custodians disagree on a medical decision, the Court breaks the tie based on best interest, considering: (1) seriousness of potential harm if untreated; (2) provider recommendation; (3) risks of treatment; and (4) child's age/capacity for preference. Defendant's Opposition largely ignores *Kelley* and relies on "not medically necessary/insurance" rhetoric. That is the wrong test. As in *Kelley*, 'not medically necessary' is the wrong lens; the **best-interest** analysis controls a medical tie-breaker. The Nevada Supreme Court rejected "not medically necessary/insurance" arguments, stating that the best interest standard had applied to educational disputes within Nevada and medical disputes in other jurisdiction. The Supreme Court found **no justifiable reason to override a doctor's advice.**

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[9] OPPC pg. 10, lines 8-10

[10] See Plaintiff's MRCN Order denying Plaintiff's MOT for temp. sole medical decision filed on September 9, 2025, pg. pg. 2, lines 12-18

• Factor 1 — seriousness of potential harm. The orthodontist identified foreseeable harms (impaction, misalignment, spacing failure) absent Phase-I intervention. Preventive care exists precisely to avert serious downstream harm.

This factor should favor Luba.

• Factor 2 — provider recommendation. The treating orthodontist recommended proceeding now. Enrique has produced no contrary medical opinion; he simply prefers to wait.

This factor should favor Luba.

• Factor 3 — risks of treatment. Routine pediatric Phase-I orthodontics/extractions are low-risk and standard of care. By contrast, delayed care risks more invasive interventions later.

This factor should favor Luba.

• Factor 4 — child preference. Neutral (age 9). The objective medical interest carries the weight.

This factor is neutral.

Accordingly, on this record, Kelley favors authorizing Phase-I care. Alternatively, order the same Phase-I protocol with an in-network provider within 21 days, with default authority to schedule if no timely agreement.

Insurance/cost cannot justify withholding recommended care—especially where Defendant provides none. Defendant repeatedly invoked "in-network" concerns while conceding he carries no insurance for the child. The "network" he invokes is Plaintiff's plan. Cost-sharing preferences under a plan Plaintiff alone provides cannot override the child's best interest or a treating specialist's recommendation.

Further, Enrique's Opposition **falsely asserts** he acted "through his insurance with Culinary." As shown above, Enrique carries **no coverage for the child**; the child is insured **only** under Luba's plan. Credibility matters in a *Kelley* tie-break; the Court should **disregard** Defendant's insurance claim, treat it as a **material misrepresentation**, and give it **negative weight** when assessing his position on delaying care.

B. <u>Request to enforce the Parties Decree of Divorce at Paragraph 9.8 and 10.5</u>

Enrique argues that Luba's request to enforce the Parties Decree of Divorce at Paragraph 9.8 should be denied because she did not provide legal authority for support of her position.[11] A stipulated divorce decree is a binding court order. **NRCP 70** authorizes enforcement when a party fails to perform a specific act ordered by the court, and **NRS 22.010** provides contempt power for willful noncompliance. Plaintiff's request cites the Decree itself[12]; this Reply supplies the rules authority. The Court's refusal to enforce Paragraph 9.8 for lack of additional citations is legal error.

Furthermore, EDCR 5.503(a) is not a mandatory-denial rule; it states a deficiency in points-and-authorities may be construed against a position. Any perceived deficiency is now cured: this Reply provides authority and a narrow enforcement remedy. Courts retain continuing power to enforce their own judgments, and NRCP 70 authorizes enforcement when a party "fails to perform a specific act" ordered by the court. Paragraphs 9.8 and 10.5 already impose cooperation, information-sharing, and reimbursement duties; Luba seeks enforcement, not modification. Enrique's own admission that he has "not always" responded within 24 hours on Talking Parents does not bar enforcement—if anything, it demonstrates why an enforcing order (clarifying reply windows and reimbursement timing) is warranted. The Court should enforce

[11] OPPC pg. 12, B
[12] Stipulated Divorce Decree filed December 8, 2021

¶9.8 and ¶10.5 as written and make a finding that Enrique **has not** been checking and responding within **24 hours** and **has failed to reimburse** unpaid medical expenses under ¶10.5.

The record refutes the claim that Luba is non-responsive on Talking Parents; enforcement of Decree ¶9.8 is warranted. The Decree requires both parents to check TP within 24 hours and respond within 24 hours when a response is required. Luba does so. Enrique's own papers admit he has not always complied and only now promises to do better. Luba, as the sole insurance parent and the parent who actually schedules/attends appointments, necessarily coordinates care and communicates promptly. The Court should reaffirm and enforce ¶9.8 and ¶10.5 against the non-complying party.

C. <u>The August 29 findings rest on misapprehended facts and should be corrected.</u>

The evidence shows the July 11 appointment did not proceed because Enrique refused consent and insisted on finding "in-network," even though it was an "in-network," provider appointment, resulting in months of delay (from July to November) (Ex. 7 at 0031–0033). Reconsideration should correct that factual premise and re-weigh Kelley accordingly.

Compounding the delay, Enrique certified under penalty of perjury that he proceeded "through his insurance with Culinary" to obtain an in-network second opinion. That sworn assertion is **untrue**. Where the record shows a party's sworn factual premise is false, the Court may (and should) (i) **strike** the offending portion of the filing, (ii) **disregard** it for purposes of weighing best interest, and (iii) issue **remedial instructions** to prevent recurrence.

D. <u>Fees:</u>

Defendant's countermotion should be denied. Fee-shifting in custody disputes is discretionary (NRS 125C.250) and inappropriate where a parent reasonably seeks court guidance on a child's health issue backed by provider recommendations. Luba's filings were made in good

faith to protect the child's welfare. No basis exists for sanctions or a *Brunzell* award to Defendant on this motion practice.

Furthermore, Luba repeatedly tried to resolve this without court time. She expressly offered to withdraw the motion if Enrique would (1) obtain a prompt (July 11, 2025) **second opinion** and (2) proceed with recommended **Phase I** treatment, if recommended again. (Ex. 7; 0036, 0037) That settlement posture weighs heavily **against** shifting fees to Luba and, if anything, supports denying Enrique's fee request. Under *Brunzell*, the court weighs the character/difficulty of the work, the work performed, the skill required, and the **results** achieved—including whether a party tried to **minimize litigation**. Luba's offer shows substantial justification and reasonable litigation conduct. See also **NRS 18.010(2)(b)** (fees against a party only if the claim/defense was brought or maintained without reasonable ground) and **NRS 125C.250** (court may award fees in custody matters—guided by *Brunzell*—considering parties' relative means and conduct). Given Luba's documented willingness to resolve (and Enrique's refusal), the Court should **deny** Enrique's fee request (or reserve/consolidate with his pending fee memo) and, at minimum, find that Luba's position was **substantially justified**.

To the extent Defendant's Opposition seeks to 'reset' support, that is **affirmative relief** outside the noticed countermotion and should be **disregarded** absent a noticed motion with updated FDFs.

To the extent Defendant's declaration purports to 'incorporate' his brief,[13] Plaintiff moves to **strike** those portions; argument cannot be converted into evidence by incorporation, and declarations must be based on personal knowledge.[14]

[13] OPPC pg. 21, point 3
[14] see, e.g., NRCP 43

E. <u>Financial Disclosure Forms</u>

FDF accuracy bears directly on fees. Enrique's FDF lists only a flat **$3,000** "spousal contribution" (no proof) and, using his own figures, still shows a monthly **deficit**: **$2,020.20** wages + bi-weekly tips **$84.73** (≈ **$183.58**/mo) + spouse contribution **$3,000** + child support **$301** = ≈**$5,504.78** inflow vs. expenses **$5,670** + deductions **$391.42** = ≈**$6,061**, yielding ≈ **negative $556.64/mo**. That suggests either **overstated expenses** or an **understated spousal contribution**, making the FDF unreliable. Nevada doesn't count a new spouse's income directly for guidelines, but courts may consider **spousal contributions** when evaluating relative means and deviations (*Lewis v. Hicks*, 108 Nev. 1107, 1111–13 (1992)) and must weigh financial circumstances under *Brunzell* (85 Nev. 345 (1969)). Before entertaining any fee award or deviation, the Court should require an **amended FDF** stating the **actual monthly contribution** with simple proof (e.g., 3 months of transfers/bill-pay), or a short sworn declaration from Ms. Gonzalez with two pay stubs.

Luba's FDF is clarified. The **$560** "other income" on **6/30/25** reflected **eBay** sales of her old clothes in combination with her monthly tips to cover attorney's fees. Luba has ceased **eBay** sales. The **10/14/25** FDF shows **$1,814.42** wages + **$280** tips = **$2,094.42** gross/month; holiday pay or overtime is already included in payroll gross, and her hours fluctuate with business demand (most recent check: **24 hours worked** in the two-week pay period). Adding up all hours worked in the last three pay periods (66.48 + 33.87 + 24.07 = 124.42 / 6 weeks = average 20.73 hours worked per week.

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V. REQUESTED RELIEF

Plaintiff respectfully asks the Court to:

1. Grant reconsideration of the August 29, 2025, Order to correct misapplication within the *Kelley* best-interest analysis for the orthodontic decision;
2. Award Plaintiff temporary sole medical decision-making authority for the minor child (on a limited basis) to proceed with the child's Phase-I orthodontic treatment, including necessary extractions and appliances, without further consent from Defendant (a narrow tie-break consistent with Kelley);
3. Alternatively, order the same Phase-I protocol with an in-network provider within 21 days, with default authority to schedule if no timely agreement;
4. Enforce the Parties Divorce Decree Paragraph ¶9.8 (communication/cooperation) (authority supplied; NRCP 70; EDCR 5.503 satisfied) with a short protocol: daily TP checks and responses within 24 hours when a response is required. Non-response within 24 hours authorizes the responding parent to proceed consistent with ¶9.8.
5. Enforce Decree ¶10.5 (medical insurance & uninsured expenses): require compliance with the Decree as written: Wife shall provide insurance coverage for the child if available through work **at a reasonable rate** (or through a spouse's work if she remarries); unreimbursed medical expenses are split **equally**, except counseling copays/out-of-pocket expenses, which Wife bears; the paying party has **30 days** to provide receipts; the reimbursing party has **30 days** to pay; failure to provide receipts within 30 days may waive the expense; failure to reimburse within 30 days may result in **contempt**.

6. Make a finding that the child has, at all relevant times, been insured under Plaintiff's plan and that Defendant has never provided medical or dental insurance;
7. Award Plaintiff attorney's fees and costs;
8. Order Defendant to amend his FDF to state the actual monthly amount contributed by his spouse, with simple proof (e.g., three months of transfers/bill-pay).
9. Disregard/strike any support-reset request as un-noticed affirmative relief.
10. Deny Defendant's countermotion for fees and costs; and
11. Grant any other relief this Court deems fair and appropriate.

DATED this 14th day of October 2025.

Respectfully submitted,

/s/ Luba Snow Dace
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
T: [redacted]
In Proper Person

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VI. DECLARATION OF LUBA DACE

I, Luba Snow Dace, declare under penalty of perjury pursuant to NRS 53.045 and 28 U.S.C. § 1746:

1. At all relevant times since entry of the Decree, the minor child's medical and dental insurance has been provided through my insurance plan.
2. Defendant has never provided medical or dental insurance for the child.
3. I have consistently scheduled the child's medical and dental appointments and transported/attended with the child.
4. I check Talking Parents within 24 hours and respond within 24 hours whenever a response is required, consistent with the Decree.
5. I further declare that **Defendant does not carry medical or dental insurance for the minor child**; on information and belief any references to "Culinary" in Enrique's filing refers to Plaintiff's coverage, as the child is insured only under Plaintiff's plan. Any suggestion that Defendant acted "through his insurance with Culinary" is **false**.
6. On information and belief, any reference in Defendant's filing to 'Culinary' coverage pertains to my plan, as the child is insured only under my plan."

I declare under penalty of perjury under the laws of the State of Nevada and the United States (NRS 53.045 and 28 U.S.C. § 1746) that the foregoing is true and correct.

Executed this 14th day of October 2025, in Las Vegas, Nevada.

Respectfully submitted,

/s/ Luba Snow Dace
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

CERTIFICATE OF SERVICE

The undersigned, Luba Snow Dace, hereby certifies that on this 14th day of October 2025, I served a true and correct copy of the foregoing **PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO RECONSIDER AND PLAINTIFF'S OPPOSITION TO DEFENDANT'S COUNTERMOTION FOR AN AWARD OF ATTORNEY'S FEES**, together with the Declaration of Luba Snow Dace, as follows:

☒ By mandatory electronic service using the Eighth Judicial District Court's E-File and E-Service System to:

- Amanda Roberts, Esq.
  Roberts Stoffel Family Law Group
  [redacted]
  Attorney for Defendant Enrique Velazquez-Gonzalez

☒ By e-service to all other counsel and registered parties of record.

DATED this 14th day of October 2025.

/s/*Luba Snow Dace*
LUBA SNOW DACE

Electronically Filed
11/15/2025 8:21 AM
Steven D. Grierson
CLERK OF THE COURT

FILING CODE: MOT
ENRIQUE IVAN VELAZQUEZ-GONZALEZ
[redacted]
Self-Represented (Pro se)

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA DACE, formerly known as LUBA GONZALEZ

Plaintiff,
vs.

ENRIQUE IVAN VELAZQUEZ-GONZALEZ

CASE NO.: D-18-575860-D
DEPT: X

MOTION FOR DEFENDANT'S MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION AND FOR RELATED ORDERS

NOTICE OF MOTION

Would you like to have a hearing with the judge?

Yes. Hearing Date: _____ Hearing Time: _____ at:

Family Courts & Services Center, [redacted] **courtroom ____**

Regional Justice Center, [redacted] **courtroom ___**

The hearing may be available online; if it is the court will send login information separately.

X **No.** The judge will write a decision after reviewing the request in chambers on:

_____

TO: Luba Dace

NOTICE: You may file a written response to this motion with the Clerk of the Court and provide the undersigned with a copy of your response within 14 days of receiving this motion. Failure to file a written response with the Clerk

of Court within 14 days of your receipt may result in the requested relief being granted by the Court without a hearing prior to the scheduled hearing date.

Submitted By: ENRIQUE IVAN VELAZQUEZ-GONZALEZ

❑ Plaintiff / **X** Defendant

MOTION

X I tried to resolve this issue with the other party before filing this motion.

= I did not try to resolve this issue with the other party before filing this motion. Any attempt to resolve the issue would have been useless or impractical because

Financial Disclosure Form ("FDF") Certification.

(*check one*)

X This motion does not have anything to do with money or financial relief.

❑ I understand that I must file my FDF within 3 days of filing this motion to support my request for financial relief. Failure to file a timely, complete, and accurate FDF may result in the court ruling against me and/or imposing sanctions.

❑ I filed a FDF in the last 6 months and have no material changes to report.

DEFENDANT'S MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION AND FOR RELATED ORDERS

Defendant, **Enrique Ivan Velazquez-Gonzalez** ("Enrique"), appearing in proper person, respectfully moves this Court for an order clarifying the Winter Break/Christmas holiday provisions in the existing Decree and post-judgment Findings of Fact, Conclusions of Law, and Orders (Post-Judgment), and issuing related orders to prevent further conflict regarding the upcoming [redacted] **Winter Break** and future years.

This Motion is based on the following Memorandum of Points and Authorities, the prior orders of this Court, the case docket, any exhibits submitted herewith, and any oral argument the Court may permit.

NOTICE OF MOTION

PLEASE TAKE NOTICE that on the **15th day of November 2025**, at ***:*** **__.m.**, or as soon thereafter as counsel and the parties may be heard, in Department X of the above-entitled Court, located at [redacted] Defendant **Enrique Ivan Velazquez-Gonzalez** will bring on for hearing this **Motion to Clarify Winter Break Holiday Provision and for Related Orders.**

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Motion is narrowly focused: Enrique is asking the Court to **clarify the existing Winter Break/Christmas provision** so it is consistent with:

1. The original Decree's intent that Winter Break be divided into **two segments**; and
2. The Court's **post-judgment order changing the regular exchange day from Wednesday to Monday**.

Mother, **Luba Dace ("Luba")**, has taken the position—again—that she may keep the minor child, [redacted] through **Wednesday, January 7, 2026**, as though the regular exchange day were still Wednesday. This directly conflicts with the Court's more recent order establishing a **Friday-to-Monday** weekend pattern and Monday exchange day, and it ignores that Winter Break is **not** meant to be extended beyond the first school week in January.

Last Winter Break, Luba also refused to honor the Decree's clear division of Winter Break into two parts and demanded [redacted] be returned to her on **January 1**, even though school did not resume for several more days. That dispute required significant communication and unnecessary conflict in Talking Parents.

Enrique is asking the Court to:

- **Clarify** that:
    - Winter Break still consists of **two segments**, and
    - The **second segment now runs from December 26 at 12:00 p.m. through the first Monday after the end of the school's Winter Break, when school resumes and the normal weekly exchange schedule restarts**;
- **Confirm** that for the [redacted] **Winter Break**, the child returns to Enrique on the first Monday after Winter Break ends (the first day the normal Monday exchange resumes), not Wednesday, January 7, 2026; and
- **Confirm on the record** that this clarification is consistent with the Decree, the current post-judgment custody order, and the Court's goal of reducing conflict and preventing unilateral manipulation of the schedule by either parent.

This is not a modification of custodial time; it is a **clarification of ambiguous language** made outdated by the Court's own later order changing the regular weekly exchange day.

II. RELEVANT ORDERS AND PROCEDURAL BACKGROUND

1. **Decree of Divorce and Winter Break Provision**

The Decree of Divorce entered on or about **December 8, 2021**, includes the original Winter Break/Christmas provision at **§ 9.4.7**, which states in relevant part:

"Beginning in 2022, Winter Break with the Child shall consist of two parts. The first part starts on the last day of the child's school and runs through December 26 at 12:00 p.m. The second part runs from December 26 at 12:00 p.m. and runs through the first Wednesday in January, the normal exchange day. Beginning 2022 whichever parent would have the child for the day of school before the Winter break will also have the first segment of the Winter break with the child through December 26 at 12:00 p.m., and the other parent shall have the minor child from December 26 through the first [Wednesday] in January, at which time the child will then go to the other parent, starting the normal weekly custody schedule."

At the time this provision was drafted, the parties' **regular exchange day was Wednesday**, so "first Wednesday in January" functioned as a proxy for the first school week/exchange of the new year.

2. **Post-Judgment Findings Changing Exchange Day to Monday**

In the **Findings of Fact, Conclusions of Law and Orders (Post-Judgment)** filed **January 2, 2025**, the Court modified custody and specifically ordered a **new weekend rotation and exchange schedule**, stating in substance that:

- Luba shall have specified visitation from **Friday after school (or 3:00 p.m. if no school) to Monday to school (or 9:00 a.m. if no school)**,
- **Except the third weekend of each month**, which is Enrique's weekend; and
- The parties' prior holiday/vacation timeshare shall remain **status quo**.

Under this order, the **regular weekly exchange day** for returning from weekend timeshare is now **Monday**, not Wednesday.

3. **Prior Winter Break Conflict (January 1 Exchange Dispute)**

During the [redacted] **Winter Break** (and/or prior Winter Breaks under the same language), Luba insisted that Enrique return [redacted] to her on **January 1**, even though:

- The Decree clearly divides Winter Break into **two segments**, and
- School did not resume until approximately **five days later**.

Messages from **Talking Parents** show that Luba refused to acknowledge that Winter Break was intended to be split into two parts and attempted to shorten Enrique's portion of the break by demanding an early January 1 return, rather than allowing the second segment to run through the first week of school / normal exchange.

This created unnecessary conflict and is part of the pattern of Luba manipulating schedules and language in orders to minimize Enrique's time.

4. **Current Winter Break Dispute for [redacted]**

For the upcoming [redacted] **Winter Break**, Luba is again claiming that she may keep [redacted] through **Wednesday, January 7, 2026**, as though the regular exchange day were still Wednesday. This position directly conflicts with:

- The Court's post-judgment order establishing Mondays as the regular exchange day; and
- The original intent of § 9.4.7 to have Winter Break **end and then roll immediately into the normal weekly custody schedule**, not to allow one parent to extend Winter Break into a mid-week date that no longer matches the current exchange pattern.

Because **2029** has **January 1 on a Monday** while Winter Break would still continue for another week, the current "first Wednesday in January" language has become even more confusing and potentially unfair if read literally, rather than in context with the updated Monday exchange.

5. **Christmas Rotation**

As a practical matter, Luba has had **Christmas Day/Christmas morning** with the child for the past **three years** under the combined effect of the original Decree and subsequent orders. Clarifying that the second segment of Winter Break now runs through the **first Monday after Winter Break ends when school resumes** will naturally allow Enrique to have **Christmas for the next three years**, and then, beginning in **2028**, the rotation will **naturally swing back** to Luba as the calendar shifts and the two-part structure continues.

This clarification therefore **does not "take away" Christmas from Luba indefinitely**, but simply corrects the outdated "Wednesday" placeholder and ensures the parties continue to alternate Christmas over time in a fair and predictable way.

III. ARGUMENT

A. The Court Has Authority to Clarify Ambiguous or Outdated Language in Its Orders

Nevada law allows a district court to **clarify, interpret, and correct** its own prior orders when ambiguities arise or when later orders (such as a change in exchange day) make earlier language confusing or unworkable.

- Under **NRCP 60(a)**, courts may correct "clerical mistakes" or errors arising from oversight or omission so that the written order accurately reflects the Court's intent.
- The family court also has broad, continuing jurisdiction over **custody and visitation orders** under **NRS 125C**, including to clarify holiday provisions to reduce conflict and protect the child's best interest.

Here, the Court plainly intended that:

1. **Winter Break is split into two segments**, and
2. After Winter Break, the child returns to the parent consistent with the **normal weekly exchange schedule**.

The only thing that has changed is that the Court later ordered the weekly exchange day to be **Monday** rather than Wednesday. The Winter Break language was never updated to match. This is classic "oversight or omission" that warrants clarification.

B. The Phrase "First Wednesday in January" Was Tied to the Old Exchange Schedule and Should Now Be Read as "First Monday After Winter Break Ends"

The original phrase:

"through the first Wednesday in January, the normal exchange day"

clearly ties "first Wednesday" to the concept of the "normal exchange day." It is **not a stand-alone entitlement** for a parent to keep the child through a particular calendar date regardless of when Winter Break ends or what the current exchange day is.

Since the Court has now made **Monday** the regular exchange day, a literal reading of "first Wednesday in January" is no longer consistent with:

- The Court's current custody orders;
- The structure of the two-part Winter Break; and
- The goal of reducing conflict and preventing schedule manipulation.

To preserve the Court's intent, the Winter Break provision should now be **clarified** as follows (proposed language):

"Beginning in 2022, Winter Break with the Child shall consist of two parts. The first part starts on the last day of the child's school before Winter Break and runs through December

26 at 12:00 p.m. The second part runs from December 26 at 12:00 p.m. and continues through 9:00 a.m. on the first Monday that falls after the end of the school's Winter Break when school resumes and the parties' normal weekly Monday exchange schedule restarts. In each year, whichever parent would have the child for the last day of school before Winter Break will also have the first segment of Winter Break with the child through December 26 at 12:00 p.m., and the other parent shall have the child from December 26 at 12:00 p.m. through 9:00 a.m. on the first Monday after Winter Break ends when school resumes, at which time the child will then go to the other parent, starting the normal weekly custody schedule."

This language makes clear that:

- **We are not tied to a specific calendar date (e.g., January 1 or the first Wednesday)**;
- The second part of Winter Break ends when **Winter Break is actually over**; and
- The child rolls immediately into the **normal Monday exchange** after school resumes, regardless of how the January calendar falls in a particular year (including years like **2029**, when January 1 is a Monday but school continues to be on break).

C. Clarification Will Reduce Conflict and Protect [redacted] from Being Caught in the Middle

Last Winter Break, Luba's insistence that [redacted] be returned on **January 1**—effectively collapsing the two parts of Winter Break and cutting into Enrique's time—created tension and arguments in Talking Parents. The current dispute over **January 7, 2026** repeats the same conflict pattern.

[redacted] should not be exposed to:

- Repeated parental disputes about start and end dates;
- Conflicting messages about which parent is "right"; or
- Last-minute changes and threats about travel or exchanges.

A short clarifying order from the Court will:

- Give both parents a **clear, neutral rule** tied to the **school's official Winter Break calendar** and the existing **Monday exchange schedule**;
- Prevent either parent from gaming the calendar by cherry-picking dates (e.g., insisting on January 1, or insisting on a Wednesday that no longer matches the exchange schedule); and
- Allow the Christmas/Winter Break rotation to **naturally equalize over time** (i.e., Luba has had the last three Christmases, Enrique will have the next few, and then it will rotate again as the calendar shifts).

This is squarely in [redacted] best interest.

D. This Motion Seeks Clarification, Not a Substantive Change in Holiday Allocation

Enrique is **not** asking the Court to:

- Change which parent has the **first** or **second** segment;
- Add or subtract days beyond what the two-part structure already provides; or
- Give him permanent control over Christmas or any single holiday.

He is only asking the Court to:

1. Update the outdated “first Wednesday in January” language so it is consistent with the **current Monday exchange schedule**; and
2. Confirm for [redacted] (and future years) that the second segment of Winter Break ends on the **first Monday after Winter Break ends when school resumes**, not some unrelated calendar Wednesday.

This type of clarification is well within the Court’s authority and does not alter the fundamental holiday allocation originally ordered by the Court.

IV. REQUESTED RELIEF

Enrique respectfully requests that the Court enter an order:

1. **Clarifying Winter Break Language**

   Clarifying the Winter Break/Christmas provision previously entered by the Court, to replace the obsolete “first Wednesday in January, the normal exchange day” language with the following:

   > **“Beginning in 2022, Winter Break with the child shall consist of two parts. The first part starts on the last day of the child’s school before Winter Break and runs through December 26 at 12:00 p.m. The second part runs from December 26 at 12:00 p.m. and continues through 9:00 a.m. on the first Monday that falls after the end of the school’s Winter Break when school resumes and the parties’ normal weekly Monday exchange schedule restarts.**

In each year, whichever parent would have the child for the last day of school before Winter Break will also have the first segment of Winter Break with the child through December 26 at 12:00 p.m., and the other parent shall have the child from December 26 at 12:00 p.m. through 9:00 a.m. on the first Monday after Winter Break ends when school resumes, at which time the child will then go to the other parent, starting the normal weekly custody schedule."

2. **Clarifying the [redacted] Winter Break in Particular**

Ordering that for the [redacted] **Winter Break**, [redacted] second Winter Break segment ends when school's Winter Break ends and school resumes, and she is returned to Enrique at **9:00 a.m. on the first Monday after Winter Break ends** in accordance with the normal exchange schedule, not on Wednesday, January 7, 2026.

3. **Finding that the Clarification Is Consistent with the Court's Prior Orders**

Finding that this clarification:

- Is consistent with the intent of § 9.4.7;
- Is consistent with the Court's post-judgment order changing the regular exchange day to Monday; and
- Is in [redacted] best interest because it removes ambiguity, reduces conflict, and preserves a fair rotation of Christmas over the coming years.

4. **Any Further Relief the Court Deems Just and Proper**

Granting any further relief the Court deems just and proper to prevent further holiday-related disputes and to protect [redacted] from being caught in parental conflict over scheduling.

V. CONCLUSION

Because the "first Wednesday in January" language is now outdated and inconsistent with the current Monday exchange schedule, and because Luba has already used that ambiguity to create conflict around the Winter Break end date, Enrique respectfully asks this Court to issue the clarifying relief described above so that future Winter Breaks, including **2025–2026**, proceed smoothly and predictably for [redacted]

DATED this 15th day of November 2025.

***/s/* ENRIQUE IVAN VELAZQUEZ-GONZALEZ**

DECLARATION IN SUPPORT OF MOTION

I declare, under penalty of perjury:

a. I have read the foregoing motion, and the factual averments it contains are true and correct to the best of my knowledge, except as to those matters based on information and belief, and as to those matters, I believe them to be true. Those factual averments contained in the referenced filing are incorporated here as if set forth in full.

b. Any Exhibit(s) in support of this Motion will be filed separately in an Exhibit Appendix.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED November 2025.

Submitted By: /s/ **ENRIQUE IVAN VELAZQUEZ-GONZALEZ**

Electronically Filed
11/28/2025 5:21 PM
Steven D. Grierson
CLERK OF THE COURT

OPPC
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA SNOW DACE fka LUBA GONZALEZ Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No.: D-18-575860-D Dept. No.: X **Oral Argument Requested: Yes**

PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION; COUNTERMOTION TO REVISE ALL HOLIDAY PROVISIONS AND TO MODIFY LEGAL CUSTODY; AND LIMITED OPPOSITION TO DEFENDANT'S OST AND REQUEST FOR HEARING

TO: ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant;

NOTICE: YOU MAY FILE A WRITTEN RESPONSE TO THIS OPPOSITION, COUNTERMOTION AND MOTION WITH THE CLERK OF THE COURT AND PROVIDE THE UNDERSIGNED WITH A COPY OF YOUR RESPONSE WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION. FAILURE TO FILE A WRITTEN RESPONSE WITH THE CLERK OF THE COURT WITHIN 14 DAYS OF YOUR RECEIPT OF THIS MOTION MAY RESULT IN THE REQUESTED RELIEF BEING GRANTED BY THE COURT WITHOUT HEARING PRIOR TO THE SCHEDULED HEARING DATE.

COMES NOW Plaintiff, LUBA SNOW DACE ("Plaintiff" or "Luba"), appearing in proper person, and hereby (1) opposes Defendant's "Motion to Clarify Winter Break Holiday Provision and for Related Orders" ("Defendant's Motion"), (2) files this Countermotion to revise and clarify all holiday and video-call provisions in a manner that reduces conflict and ensures predictability for the child, and (3) moves to modify legal custody to protect [redacted] medical and dental care and to ensure that joint legal custody is exercised in good faith.

This combined Opposition and Countermotion to revise all holiday and video-call provisions and to Modify Legal Custody is based upon the following Memorandum of Points and Authorities, the Declaration of Luba Snow Dace filed concurrently herewith, any exhibits submitted with this filing (including certified TalkingParents records, dental/orthodontic records, and video evidence), the pleadings and papers on file, and any argument the Court may allow at hearing.

Plaintiff respectfully requests that this Honorable Court will grant the relief as outlined in the Opposition and Countermotion, specifically she asks this court to enter the following orders:

1. Deny the Defendant's Motion in its entirety;
2. Enter a revised, clear, and comprehensive holiday and video – call provisions that reduces opportunities for conflict;
3. Modify legal custody to grant Plaintiff sole legal custody as to [redacted] medical and dental care or, at minimum, tie-breaking authority under Kelley v. Kelley, 139 Nev. Adv. Op. 39 (2023) together with any additional legal-custody modifications the Court deems necessary to protect [redacted] best interests.

DATED this 28th day of November 2025.

/s/Luba Snow Dace
LUBA SNOW DACE
In Proper Person

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff acknowledges that there have been many filings in this case and that the volume of motion practice is not ideal for anyone, least of all for the child [redacted] Plaintiff's goal is to de-escalate conflict and to resolve day-to-day issues directly with Defendant whenever possible, consistent with the Court's expectations and [redacted] best interests. However, because Defendant has declined to adjust the Holiday Schedule and chosen to file the instant Motion to Clarify Winter Break and to raise new allegations in support of his request, there are issues that must now be addressed on the record so that the existing orders are applied in a workable, child-focused manner.

Defendant asks this Court to do two things Nevada law does not permit. First, he seeks to revisit and effectively overturn the Court's prior ruling from the October 15, 2024, non-jury trial, where the Court stated on the record that the Winter Break language is "**not ambiguous, just inconvenient**."; "**My orders, you guys, will abide by the orders, even if it's inconvenient.**" (Ex. 1: 003-005). Second, he attempts to use NRCP 60(a)'s narrow clerical-correction authority to substantively rewrite an unambiguous holiday provision years after entry, without alleging any change in circumstances or addressing the statutory best-interest factors.

Defendant's Motion is not a genuine request to correct a clerical mistake or clarify an unclear order. It is a second attempt to secure the same substantive change the Court already declined to make, re-labeled as a "clarification" and supported only by NRCP 60(a) and generic references to "continuing jurisdiction." Defendant cites no authority allowing the Court to rewrite an unambiguous, previously construed holiday provision under these circumstances. Nevada law instead requires a post-order change in circumstances and forbids serial re-litigation of issues the

court has already decided. *McMonigle v. McMonigle*, 110 Nev. 1407, 1408–09, 887 P.2d 742, 743–44 (1994); *Castle v. Simmons*, 120 Nev. 98, 105, 86 P.3d 1042, 1047 (2004).

Defendant further attempts to justify his request by accusing Plaintiff of "manipulating" schedules and claiming that [redacted] is "caught in the middle." Those assertions are unsupported and contrary to the actual custody arrangement and the record. Defendant already has approximately twenty-three (23) custodial days each month; Plaintiff has roughly seven (7). Plaintiff does not discuss this litigation, or technical calendar questions, with [redacted] By contrast, Defendant has refused to schedule needed medical and dental care on his custodial time even when Plaintiff has provided multiple dates that fall entirely within his custodial periods, has attempted to exclude Plaintiff from [redacted] dental/medical appointments, has attempted to restrict Plaintiff's exercise of joint legal custody at child's school, and has denied any additional time or accommodation for travel and family visits. Certified TalkingParents records show that Defendant repeatedly denies [redacted] and Plaintiff's child-focused requests for brief extra time, additional video-calls, or visits with maternal grandparents (Ex. 9: 033-047, 048-067, 072-074).

Since the Court's most recent orders, new material facts have emerged showing that Defendant is using his status as primary residential parent and joint legal custodian to gatekeep access to [redacted] school, to obstruct timely dental treatment, to reduce video-call communication, and to deny reasonable requests for additional time made for or at [redacted] request. He has even threatened Plaintiff with the loss of the "little custody [she] still has" when she attempts to secure routine, medically recommended care (Ex. 9: 038). These developments constitute a substantial change in circumstances affecting [redacted] welfare and demonstrate that the existing joint legal

custody framework is not functioning as contemplated by Nevada law. Legal custody rights come with legal custody responsibilities.[1]

Plaintiff notes that the Court's most recent physical custody orders are currently on appeal, and she does not seek any modification of the weekly physical custody schedule or designation of primary physical custody in this countermotion. The relief requested is limited to (1) denial of Defendant's NRCP 60(a) "clarification" request, (2) revision of holiday and video-call provisions to reduce conflict, and (3) modification of legal custody as to medical and dental decision-making based on new facts arising after the appealed order. This Court thus retains jurisdiction over these unappealed issues.

II. FACTUAL BACKGROUND

A. Winter Break Provision and Subsequent Orders

The *Divorce Decree*[2] contains a Winter Break/Christmas provision that divides Winter Break into **two segments** and provides that "…the **first part** starts on the last day of child's school and runs through December 26th … [and] the **second segment** runs from December 26th … **through the first Wednesday in January**, the normal exchange day … [and] **whichever parent would have the child for the day of school before the Winter break will also have the first segment**… (*Divorce Decree,* pgs. 11-12, ¶ 9.4.7). The Decree further provides that "[T]he Parties agree that [the] custodial **schedule is** …, **except where superseded by holiday, vacation**…" (*Divorce Decree*, pg. 9, ¶ 9.3).

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[1] See *Rivero v. Rivero*, 125 Nev. 410, 428, 216 P.3d 213, 226 (2009) (joint custody requires parents to cooperate, communicate, and compromise in the child's best interest).

[2] *Divorce Decree*, filed December 8, 2021.

After entry of the Decree, the Court entered post-judgment *Findings of Fact, Conclusions of Law, and Orders*[3] ("*FFCL*") changing the regular weekly exchange day from Wednesday to Monday, while leaving the Winter Break language intact. Under the Court's most recent *FFCL*, Defendant has every third weekend. Because Winter Break always begins on the third weekend in December, the parent who has the child on the third weekend will always have Christmas. Under the current structure, this means Defendant has custody of [redacted] every Christmas, while Plaintiff has no opportunity to exercise Christmas parenting time at all. When the parties shared joint-physical custody, this was not necessary, but now that Movant has visitation rights only, it has become necessary to implement a holiday schedule.

Additionally, under the prior alternating week-on/week-off schedule, the parties had the opportunity to enjoy Winter Break and other major holidays in an alternating fashion. Under the current *FFCL*, Defendant now has the majority of major holidays each year. This was not the original week-on/week-off framework under which the Decree was drafted, and these developments are among the reasons Plaintiff is asking the Court to revisit and revise the holiday provisions on a proper best-interest showing, rather than through an NRCP 60(a) "clarification."

B. October 2024 Hearing – Issue Already Decided

At the October 15, 2024, non-jury trial, the Court and counsel addressed this same Winter Break issue on the record. Defendant's counsel explained that "if you take [the Decree] by its specific language, it creates a problem this year. And the first Wednesday of the year is the 1st," referring to the Decree's language awarding Winter Break "through the first Wednesday in January, the normal exchange day." The Court immediately understood the issue and responded, "Because in 2025, it's the 1st?" to which Defendant's counsel answered, "Yes." *Id*. The Court

[3] *FFCL* filed January 2nd, 2025.

then made clear that this circumstance does not render the order unclear: "It's not ambiguity. It's inconvenience…. It's inconvenient. It's not ambiguous." (Ex. 1: 003 - 005).

Thus, the transcript confirms that (1) the Decree's reference to "the first Wednesday in January, the normal exchange day" is understood by both counsel and the Court to mean that the first Wednesday of the year (January 1, 2025) is the end of second part of Christmas break, and (2) the Court has already ruled that any resulting difficulty is "inconvenient," not ambiguous. Under these circumstances, Defendant's renewed attempt to obtain a different Winter Break end-date is a request to change the substance of the order, not to "clarify" it.

C. Defendant's Current Motion

Defendant now brings a written "Motion to Clarify," again asserting that the Winter Break provision is "ambiguous" and "outdated" and asking the Court to replace the "first Wednesday in January, the normal exchange day" language with a new rule ending Winter Break at 9:00 a.m. on the first Monday after school resumes. The proposed language would materially alter the length and allocation of Winter Break in many years and is therefore a substantive modification, not a clerical correction.

D. Pattern of Accusatory Communication and Exclusion in TalkingParents

In TalkingParents, Defendant frequently adopts an argumentative and accusatory tone, characterizing routine scheduling communications as "manipulation" and alleging that Plaintiff is attempting to reduce his time, even though he already enjoys the clear majority of custodial days. He has refused to schedule necessary medical and dental appointments during his custodial periods despite Plaintiff providing multiple available dates, and he has attempted to restrict Plaintiff's access to medical/dental appointment and [redacted] school by involving school personnel in limiting Plaintiff's participation. (Ex.9: 033-047; 048-067, 072-074; Ex. 3: 010, 011). He also routinely refuses Plaintiff's and [redacted] requests for brief additional parenting time,

extra video-calls, or flexibility for travel and family visits, even where those requests would not alter his number of overnights, contrary to the best-interest factors in NRS 125C.0035(4), and then portraying Mother's attempts to accommodate [redacted] wishes as inappropriate or destabilizing.

By way of example, Defendant has demanded that Plaintiff obtain his written permission before attending school functions "… **you are not permitted to be present at school events** or on school grounds during my parenting time…", "Please refrain from attending field Day or any other school-related events during my time **without written permission from me**.", accused her of withholding the child during Plaintiff's Mother's Day time-block, "… unless you have **my explicit written consent**, you are expected to drop [redacted] off …" (Ex. 9: 80, 83; Ex. 3: 010, 011). Scolded Plaintiff, "**there is nothing I can do to prevent your decision**…" for spending extra three (3) hours with [redacted] during Plaintiff's custody before dropping the child at school, while taking [redacted] out of school himself when it suits him (Ex. 9: 066). Taken together, emails with school personnel and TalkingParents communications corroborate this pattern including messages in which Defendant denies [redacted] child-driven requests for brief extra time with Mother, denies contact with maternal grandparents during their visits, and refuses to allow Mother even a short visit with [redacted] at school before classes start (Ex. 9: 073). This conduct reflects a pattern of using his primary custody status and legal processes to diminish Plaintiff's role, rather than to cooperate in [redacted] best interests.

E. New Facts Regarding Dental and Orthodontic Care

Since filing Plaintiff's Motion to Reconsider regarding temporary medical decision-making, new material facts have arisen concerning [redacted] dental and orthodontic care, as detailed in the accompanying Declaration of Luba Snow Dace and Exhibits:

1. **Deep cavities and gingivitis diagnosed on November 7, 2025**

[redacted] Culinary dentist identified two deep cavities and gingivitis (full mouth) on November 7, 2025, requiring timely treatment. [redacted] gums were inflamed and bleeding, and she reported that her teeth hurt**.** Plaintiff provided Defendant with the Culinary paperwork and promptly attempted to schedule covered, timely treatment. (Ex. 4: 016; Ex. 2: 007, 008)

2. **Defendant's refusal to cooperate with timely treatment**

When Plaintiff attempted to secure treatment "sooner rather than later," Defendant responded in TalkingParents by:

- Insisting that appointments be limited to narrow windows on Plaintiff's custodial time (only Mondays at 7:30 a.m. or Fridays after 3:15 p.m.), instead of using his own custodial days to move care forward. (Ex. 9: 032, 036.)
- Unilaterally canceling the November 24, 2025, Elite appointment that Plaintiff scheduled on her custodial day to treat the cavities, even though Elite **could** see [redacted] sooner than Adventure Smiles and is an in-network provider. In TalkingParents Enrique wrote that, because mom would not cancel, he "went ahead and canceled that duplicative appointment," and that he would instead schedule at Adventure Smiles. (Ex. 9: 042)
- Stating that he would cancel the long-scheduled December 1 cleaning at Mountain's Edge [redacted] regular dentist), which had been booked approximately six months in advance and which Defendant had previously agreed to and requested be moved to 7:30 a.m. so [redacted] would not miss school. Mountain's Edge does not require repeat X-rays for the cleaning, so there was no medical reason to cancel that appointment. (Ex. 9: 041)
- Insisting that [redacted] wait until December 8, 2025, at Adventure Smiles for "Her cleaning and cavities will be handled in one visit at one office, as they have already indicated they

can **likely** [not guarantee] do". Similarly, Adventure Smiles communicated to mom that they could not guarantee the cleaning and fillings would be completed in a single visit and had no earlier morning time than 8:00 a.m., which risked [redacted] being late to school. (Ex. 9: 045, 047)

- Threatening to seek "clear medical decision-making authority" if Plaintiff continued to schedule timely care, telling her that he would ask the Court for authority because she was allegedly creating "overlapping or duplicative appointments" instead of following **his** preferred plan. (Ex. 9: 044.)

From [redacted] perspective, Defendant's cancellations and insistence on his preferred provider pushed her treatment back from a November 24 cavity appointment and a December 1 cleaning to at least December 8, 2025, and possibly later if Adventure Smiles does not complete the initial exam, cleaning and fillings in one visit, leaving her to live with deep cavities and gingivitis for a month or more after diagnosis. Even Culinary set three (3) different appointments to treat the child after diagnosis with no availability till at least January 2026 (Ex. 4: 016).

3. **Orthodontic scheduling and obstruction**

   There is no in-network orthodontic availability on Plaintiff's limited custodial time until January 6, 2026. To avoid delay, Plaintiff provided Defendant with a comprehensive list of November and December dates during Defendant's custodial time when [redacted] could be seen for timely orthodontic care. Defendant refused to select any date, stating he would schedule independently while also asserting that Plaintiff should not attend. (Ex. .9: 036, 037)

4. **False characterization of the June 9, 2025 Truman Orthodontics visit**

   On November 10, 2025, Defendant claimed in writing that the June 9, 2025 joint appointment at Truman Orthodontics "did not go well," alleging that Plaintiff "repeatedly

interrupted the doctor, inserted [her] own opinions, and misquoted his statements." (Exh.9: 036)

Plaintiff has submitted as Exhibit 5 a full-length video of that visit. The recording shows a calm, routine appointment in which:

- Plaintiff does not interrupt the provider;
- Plaintiff asks only appropriate clarifying questions;
- The provider responds without frustration; and
- There is no raised voice, argument, or conduct resembling Defendant's description.

Defendant's written description is false. He relies on this false narrative to argue that Plaintiff should be excluded from future appointments, thereby using mischaracterizations of Plaintiff's conduct to justify gatekeeping and the functional exclusion of Plaintiff from medical decision-making.

Defendant's TalkingParents message about April 14, 2025 video-call also mirrors his broader pattern of misrepresenting Plaintiff's conduct to justify restricting her role (Ex. 9: 052, 053). The video of the call shows Plaintiff responding appropriately and encouragingly to [redacted] spontaneous statements that she misses her mother (Ex. 7). Defendant's written characterization, that Plaintiff spends the calls "expressing how sad [she is] without her" and causing "anxiety", is not borne out by the recording. This dynamic is consistent with Defendant's false description of the Truman Orthodontics visit and supports Plaintiff's request that the Court view his allegations about Plaintiff "putting [redacted] in the middle" or "manufacturing conflict" with caution, and that it implement a clear, enforceable video-call schedule so [redacted] has regular, low-conflict contact with both parents.

F. Effect on Joint Legal Custody

Defendant's position is that medical and dental appointments must occur only on his custodial time and that Plaintiff should not attend those appointments has the practical effect of preventing Plaintiff from participating in joint legal custody. Plaintiff, by contrast, continues to provide neutral updates, give advance notice of appointments, convey Defendant's treatment objections to providers, and ensure that appointments are documented and calendared in TalkingParents.

These new facts emerged after prior motions were filed and demonstrate a substantial change in circumstances affecting [redacted] welfare and the parties' ability to exercise joint legal custody in good faith.

G. Telephone Contact Schedule No Longer Functions as Intended After Custody Reconfiguration.

The existing Decree and post-judgment orders include a provision requiring Defendant to initiate telephone calls to Plaintiff on Mondays and Fridays so that [redacted] may speak with her mother. That telephone schedule was ordered at a time when the parties shared custody on a week-on / week-off basis with Wednesday as the regular exchange day. Under that prior framework, Monday and Friday calls fell during the middle of custodial week and functioned as consistent contact.

After the Court changed the custodial framework and designated Defendant as primary residential parent, the weekly schedule now provides that Plaintiff picks [redacted] up from school on Fridays at 3:00 p.m. and returns her to school on Mondays at 9:00 a.m., and that Defendant has [redacted] for the remainder of the month, including every third weekend. In practice, this means Defendant has [redacted] approximately twenty-three (23) days each month and Plaintiff has approximately seven (7). When Defendant's third-weekend time is added to his regular weekly

custodial blocks, there are periods when Plaintiff does not see [redacted] in person for up to twelve (12) consecutive days. During those extended stretches, Defendant permits only three telephone calls, rejects Plaintiff's offers to visit [redacted] briefly at school before classes start, and denies all requests for reasonable additional time (Ex. 9: 033-047, 048-067, 072-074).

The former "mid-week" calls on Mondays and Fridays now fall on the exchange days rather than in the middle of Defendant's custodial weeks. As a result, the Monday and Friday call requirement no longer serves its original purpose of ensuring regular, predictable telephone contact between [redacted] and her mother during Defendant's custodial time. Defendant otherwise does not permit additional telephone contact on his days, whereas Plaintiff does not limit [redacted] contact with her father when [redacted] is in her care. Against this backdrop, Defendant's accusation that Plaintiff is "attempting to limit his time" by adhering to the existing Winter Break language, while he simultaneously holds [redacted] for up to twelve days without in-person contact with mom, allows only three calls during those twelve days, and refuses even brief school contact, rings hollow.

Recognizing the practical problem created by the change from a Wednesday exchange to a Monday exchange, Plaintiff requested in TalkingParents that the telephone contact schedule be adjusted so that calls would occur on Tuesdays and Thursdays, when [redacted] is with Defendant for the full day and a brief call with mom would not interfere with exchanges or school. Defendant refused this simple request and currently allows only one telephone call per week on his custodial time, and that call now occurs on an exchange day rather than in the middle of his custodial week (Ex. 9: 064). In practice, this further reduces [redacted] telephone contact with her mother during Defendant's custodial periods and undermines the intent of the original telephone-contact provision, which was to support [redacted] relationship with both parents.

A video-call on April 14, 2025, illustrates how Defendant uses control over telephone contact to reframe [redacted] normal feelings of missing her mother as a problem with Plaintiff. During the court-ordered Monday evening call, [redacted] became tearful, told Plaintiff that she missed her, asked to talk to her on Wednesday, and asked to see her. Plaintiff responded in a calm, reassuring, age-appropriate way, telling [redacted] she loved her, missed her, thought of her often, and encouraging her that they would see each other soon. Plaintiff has preserved a video of this portion of the call, which shows Plaintiff speaking in an upbeat, supportive tone and attempting to comfort [redacted] rather than making her feel worse (Ex. 7: at 00:07:45 – 00:11:30). The next day, Plaintiff requested a brief Wednesday check-in call because [redacted] had been so upset on Monday and asked to speak to mom on Wednesday (Ex. 7 at 00:15:50). Defendant responded in TalkingParents by accusing Plaintiff of "making [redacted] feel bad," asserting that Plaintiff had spent "over 20 minutes" saying how sad she was without [redacted] and claiming that "constant reminders of that nature cause [redacted] anxiety and make her feel pressure to call again when she may not want to." This description is inconsistent with the recorded call and is part of the larger pattern in which Defendant mischaracterizes Plaintiff's conduct to justify further limiting [redacted] contact with her mother (Ex. 9: 052, 053).

Plaintiff's request that the calls be moved to Tuesdays and Thursdays is narrowly tailored to restore the original intent of the telephone-contact provision—regular, predictable communication with the non-custodial parent—within the reality of the current custody framework. This adjustment promotes [redacted] best interests under NRS 125C.0035(4) by supporting a meaningful, ongoing relationship with both parents and reducing avoidable conflict over basic communication. Defendant's refusal to agree to any adjustment, coupled with his practice of allowing only a single call on his time rather than the two calls the Court originally

ordered, effectively shrinks [redacted] contact with her mother during Defendant's custodial periods.

Under these circumstances, a modest court-ordered adjustment of the schedule is appropriate. Plaintiff therefore respectfully requests that the Court order that, when [redacted] is in Defendant's physical custody, Defendant shall ensure that [redacted] has an opportunity to speak with Plaintiff by video-call through the TalkingParents App on Tuesdays and Thursdays at approximately 7:15 p.m., absent emergency or mutual written agreement to reschedule.

III. LEGAL STANDARDS

A. NRCP 60(a): Limited to Clerical Mistakes, Not Substantive Changes

NRCP 60(a) permits the Court to correct "a clerical mistake or a mistake arising from oversight or omission whenever one is found in a judgment, order, or other part of the record," so that the written order accurately reflects what the Court actually decided. It does not authorize the Court to change its mind or to rewrite the substance of an order years later. It "contemplates the correction of clerical errors, not the alteration of the substantive rights of the parties." *Nevada Indus. Dev., Inc. v. Benedetti*, 103 Nev. 360, 363, 741 P.2d 802, 804 (1987).

B. Res Judicata Principles Preclude Re-Litigation

The October 15, 2024, transcript shows that the Court expressly acknowledged that, under the existing Decree, "the first Wednesday of the year is the 1st" in 2025 and nonetheless reiterated that this is "inconvenient" rather than ambiguous (Ex. 1: 003-005).

Under Nevada's issue-preclusion (collateral estoppel) doctrine, a party may not relitigate an issue that was previously decided when: (1) the issue decided in the prior litigation is identical to the issue presented in the current action; (2) the initial ruling was on the merits and final; (3) the party against whom the judgment is asserted was a party or in privity; and (4) the issue was

actually and necessarily litigated. *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054–55, 194 P.3d 709, 713 (2008). Here, the meaning and application of the Winter Break provision were squarely litigated and decided at the October 15, 2024, hearing; Defendant may not re-label the same request as a "clarification" and seek a different result on the same issue.

C. Modifications of Custody, Legal Custody, and Holiday Schedules

Custody and holiday schedules are governed by NRS Chapter 125C. In any custody determination, "the sole consideration of the court is the best interest of the child." NRS 125C.0035(1). The Court must consider and make findings on the statutory best-interest factors set forth at NRS 125C.0035(4).

To modify an existing custody or visitation order, Nevada courts require proof that:

1. There has been a substantial change in circumstances affecting the child's welfare since entry of the last order; and
2. The proposed modification is in the child's best interest.

This standard applies to both physical custody and joint legal custody arrangements, and a party may not avoid the standard by relabeling a substantive change in holiday allocation or legal decision-making as a mere "clarification."

D. Joint Legal Custody and Medical Tie-Breaking

Nevada law presumes that joint legal custody is in a child's best interest in most cases, but joint legal custody requires that parents be able to "cooperate, communicate, and compromise" in the child's best interests, including in decisions about medical and dental care. A parent who uses their position to block the other parent from information, to refuse to schedule medically necessary treatment, or to exclude the other parent from appointments is not exercising joint legal custody in good faith.

In *Kelley v. Kelley*, 139 Nev. Adv. Op. 39 (2023), the Nevada Supreme Court addressed medical "tie-breaker" situations and directed district courts to consider, among other factors:

- The seriousness of potential harm if treatment is delayed;
- The treating provider's recommendation;
- The risks of treatment; and
- The child's age and ability to express a preference.

Where one parent consistently obstructs timely medical care, misrepresents the other parent's conduct, and uses joint legal custody as leverage rather than as a cooperative framework, a modification of legal custody or the appointment of a tie-breaker is appropriate to protect the child's welfare.

E. Jurisdiction During Appeal

On May 5, 2025, Plaintiff filed a Notice of Appeal from the Court's most recent order, *FFCL*, concerning physical custody and the weekly custodial schedule. That appeal is currently pending before the Nevada Court of Appeals in Docket No. 90570-COA.

When a perfected appeal is pending and the **custody issue is before the Nevada Court of Appeals**, the district court lacks jurisdiction to enter a post-judgment order that **modifies the child custody arrangement that is on appeal**, absent a remand under *Huneycutt v. Huneycutt*, 94 Nev. 79, 575 P.2d 585 (1978). *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529–30 (2006) (district court "has no authority to rule on a post-judgment motion to modify a child custody arrangement while an appeal is pending and the custody issue is squarely before this court on appeal").

At the same time, the district court retains jurisdiction to enforce existing orders, to address issues that are collateral to and independent from the issues on appeal, and to make short-term, temporary adjustments on an emergency basis to protect a child's welfare. *Id.*; see

also Willick, **Appeals, Stays, and Liens** (discussing *Mack-Manley* and the district court's continuing jurisdiction to enforce and clarify existing orders, including by contempt or fee awards).

Here, Plaintiff is **not** asking this Court to modify the weekly physical custody schedule or to change the designation of primary physical custody that is currently on appeal. Rather, she seeks:

1. Denial of Defendant's request to "clarify" Winter Break under NRCP 60(a), which would substantively change holiday time;
2. A revised, clarified holiday schedule that reduces conflict while preserving the existing overall physical-custody structure;
3. A minor adjustment to the telephone contact schedule so it functions under the current Monday exchange that reduces conflict while preserving the existing overall physical-custody structure; and
4. Modification of **legal custody** as to medical and dental decision-making, or designation of Plaintiff as the medical tie-breaker under *Kelley v. Kelley*, based on **new facts** that arose after entry of the appealed order.

These requests concern the functioning of joint legal custody and the clarity of holiday and phone call provisions in light of new developments. They do not seek to relitigate the physical custody determinations currently before the Nevada Court of Appeals. To the extent the Court concludes that any portion of the requested relief would materially alter the physical custody arrangement that is on appeal, Plaintiff respectfully requests that the Court indicate on the record whether it would be inclined to grant such relief, so that Plaintiff may promptly seek an appropriate limited remand under the *Huneycutt* procedure described in *Mack-Manley*.

IV. ARGUMENT

A. The Winter Break Issue Has Already Been Decided; Issue Preclusion Controls

At the October 15, 2024, hearing, the Court addressed the precise Winter Break question raised again now, whether the language in the Decree is ambiguous or requires modification after the weekly exchange moved to Monday. The Court expressly stated on the record that the Winter Break provision is "not ambiguous, just inconvenient," and declined to alter it.

Defendant's Motion does not identify:

- Any new fact concerning Winter Break that did not exist or could not have been raised at the October 2024 hearing;
- Any intervening change in the law governing holiday provisions; or
- Any basis to conclude the Court's prior ruling was clearly erroneous or would result in manifest injustice.

Instead, Defendant repeats the same arguments and asks the Court to reach a different conclusion on the same interpretive question. Under res judicata principles, the Court should defer to its prior determination that the Winter Break provision is not ambiguous and deny Defendant's request to relitigate that issue.

B. NRCP 60(a) Does Not Permit the Substantive Rewrite Defendant Seeks

Defendant's principal procedural vehicle is NRCP 60(a). But as set forth above, NRCP 60(a) is narrow and limited to clerical or typographical mistakes where the written order fails to capture what the Court actually decided.

Here:

1. The Court has already determined that the Winter Break provision is not ambiguous. There is no clerical error to correct.

2. Defendant does not contend that the written Decree fails to reflect what the Court actually ordered; rather, he asks the Court to adopt a new rule years later.
3. The proposed "first Monday at 9:00 a.m." language is not a correction of a scrivener's error but a new substantive framework that would shorten or alter one parent's holiday time in many years.

Because NRCP 60(a) does not authorize substantive changes to the parties' rights, Defendant's Motion fails as a matter of law and should be denied.

The transcript confirms that the Court has already considered and rejected the argument that the "first Wednesday in January" language is unclear, stating on the record that the Winter Break provision is "not ambiguous," only "inconvenient," when counsel noted that "the first Wednesday of the year is the 1st" in 2025 (Ex. 1: 003-005).

C. Even If Treated as a Motion to Modify Holiday Time, Defendant Has Not Met the Modification Standard

Even if the Court were to treat Defendant's filing as a motion to modify holiday time under NRS 125C, the Motion must still be denied because Defendant:

- Does not allege a substantial change in circumstances affecting [redacted] welfare since the last order;
- Does not discuss or analyze any of the statutory best-interest factors;
- Presents no evidence that the existing Winter Break arrangement is harmful to [redacted] or unworkable; and
- Frames his request solely in terms of his personal disagreement with the Decree's existing language.

A party cannot avoid the statutory modification framework by calling a requested re-allocation of holiday time a "clarification." Without the required change-in-circumstances and best-interest showings, the Court has no legal basis to grant the relief Defendant seeks.

D. Any "Conflict" in TalkingParents Stems from Defendant's Own Communications, Not Ambiguity in the Orders

Defendant argues that the Winter Break language causes "unnecessary conflict" in TalkingParents and places [redacted] "in the middle." The evidence does not support this. The Court has already recognized that the Winter Break provision is "not ambiguous, just inconvenient." Any conflict in TalkingParents arises from Defendant's own tone and choices, including:

- Characterizing routine scheduling efforts as "manipulation";
- Threatening contempt rather than problem-solving;
- Refusing to agree to medically necessary appointments on his custodial time; and
- Telling Plaintiff she is "at risk of losing the little custody [she] still has" when she schedules timely treatment.
- Refusing child-focused requests for brief extra time, extra video-calls, and contact with grandparents, and then portraying Mother's attempts to accommodate [redacted] wishes as inappropriate or destabilizing, contrary to the best-interest factors in NRS 125C.0035(4). (Ex. 9: 033-047, 048-067, 072-074).
- Reframing [redacted] normal sadness and missing her mother during a call as Luba "making [redacted] feel bad," and using that claim to restrict additional calls, despite a video of the call showing Plaintiff speaking calmly and reassuringly. (Ex. 9: 052, 053)

Plaintiff does not discuss this litigation or technical calendar questions with [redacted] If [redacted] is aware of conflict over dates, that necessarily results from Defendant's communications with or around the child, not from Plaintiff or from any ambiguity in the written orders.

//

E. Defendant's Conduct Demonstrates a Substantial Change in Circumstances Justifying Modification of Legal Custody

While Defendant has not met the standard to modify Winter Break in his favor, the new facts regarding gatekeeping access to school and obstruction of dental care do meet the standard for modifying legal custody in [redacted] best interest.

1. Substantial change in circumstances

Since the Court's prior orders, the following new circumstances have arisen:

- After [redacted] November 7, 2025, diagnosis of two deep cavities and gingivitis, Plaintiff already had a routine six-month checkup/cleaning scheduled at Mountain's Edge for November 21, 2025, which had been booked at [redacted] May 12, 2025, visit. At Defendant's insistence that the appointment be moved to Plaintiff's custodial time, Plaintiff rescheduled that cleaning to the earliest available spot on December 1, 2025, and also secured a November 24, 2025 appointment at Elite to treat the cavities. These appointments would have allowed [redacted] inflamed, bleeding gums and cavities to be addressed as early as November 21–24, 2025. Defendant canceled the November 24 Elite appointment in TalkingParents and threatened to cancel the Mountain's Edge cleaning, insisting that [redacted] instead wait until a December 8, 2025 appointment at Adventure Smiles that may not include cleaning and fillings in a single visit. (Ex. 9: 041, 042);
- Defendant's repeated refusal to cooperate with obtaining timely, covered dental and orthodontic care despite Plaintiff's good-faith efforts to schedule on both parents' custodial time;
- Defendant's use of narrow conditions (e.g., only certain days/times) and simultaneous demands that Plaintiff not attend, making it practically impossible for Plaintiff to participate in joint decision-making;

- Defendant's false written representation of the June 9, 2025, Truman Orthodontics visit, which is directly contradicted by the full-length video and witnesses.
- Defendant's demand for a written permission from him for Luba to attend any school functions (Ex. 9: 074).
- Defendant's repeated denial of [redacted] and Plaintiff's reasonable requests for brief additional time, extra video-calls, and grandparent contact. (Ex. 9: 033-047, 048-067, 072-074).
- Defendant's use of [redacted] emotional expressions during calls, such as a Monday call where [redacted] cried and said she missed Mom as a basis to accuse Plaintiff of causing "anxiety" and to resist even a brief additional Wednesday check-in, despite video evidence that Luba was comforting and reassuring. (Ex. 9: 052, 053)

These developments did not exist at the time earlier orders were entered and reflect a material change in how joint legal custody is functioning in practice. Rather than facilitating cooperative decision-making, the current framework has allowed Defendant to use legal custody as a tool of control and exclusion, to the detriment of [redacted] timely medical care and relationship with mom.

2. Best interests of the child under NRS 125C.0035 and Kelley

The evidence shows that:

- [redacted] has current dental needs, two deep cavities and gingivitis (full mouth), that require prompt treatment;
- Plaintiff has acted promptly, reasonably, and in accordance with provider recommendations and insurance constraints;
- Defendant's obstruction and insistence on conditions that effectively exclude Plaintiff have already resulted in [redacted] gingivitis and deep cavities going untreated from

November 7, 2025, until at least early December 2025, and increase the risk of further delay or foregone treatment (Ex. 9: 033, 044; Ex. 4: 016, 017)

- Defendant has made demonstrably false allegations about Plaintiff's conduct at medical appointments to justify excluding her going forward; and
- Defendant demands mom needs his written permission to participate in school events.

Under *Kelley*, the seriousness of harm from delay, the treating providers' recommendations, and the parents' willingness and ability to follow those recommendations are central to any medical tie-breaker or legal-custody analysis. Here, Defendant's obstruction of medical care is compounded by his attempts to exclude Mother from school functions, further showing that the current joint legal custody arrangement is unworkable and not in the child's best interest. Accordingly, Plaintiff respectfully requests that the Court:

- Modify legal custody by granting Plaintiff sole legal custody as to medical and dental decision-making for [redacted] or, in the alternative,
- Designate Plaintiff as the medical tie-breaker under *Kelley* such that, after good-faith consultation, Plaintiff has final authority to follow the recommendations of [redacted] treating providers where Defendant withholds consent or obstructs treatment.

F. Countermotion to Revise and Clarify All Holiday Provisions

When the *FFCL* was entered awarding Defendant primary physical custody, it also awarded him by default most of the holidays. Plaintiff attempted to work it out with Defendant but he declined and stated [redacted] needs 'stability,' and he refused each of Mother's proposals for an additional day to see grandparents, to accommodate travel, divide the child's spring break or even a few extra hours (Ex. 9: 050; Ex. 10: 076). On November 25, 2025, after Plaintiff sent the proposed Holiday and Vacation Schedule attached as Exhibit 8, Defendant responded by email that he did "not agree to stipulate to it," asserted that the proposal "materially reduces [his]

already-limited weekend time," claimed that holidays are "already… heavily weighted in [Mother's] favor" because she allegedly had "the last three Christmases," and stated that he would "object to any holiday/vacation schedule that reduces [his] time with [redacted] or conflicts with [his] primary custodial status." (Ex. 10: 076). Defendant's written response confirms that he will not agree to any balanced holiday schedule that modestly adjusts major holidays so that [redacted] can share Christmas and other significant days with both parents; he treats any such adjustment as a threat to his "status," rather than a child-focused compromise. Essentially, he takes the position that it is not 'stable' for the child to see her mother or maternal family beyond the bare minimum ordered. Furthermore, given the recurring disputes over Winter Break and Defendant's use of holiday language as another point of leverage in TalkingParents, Plaintiff also respectfully requests that the Court revise and clarify all holiday provisions in the Decree and subsequent orders to:

1. Provide clear, uniform definitions for the start and end of each holiday period (e.g., specific times and dates tied to the school calendar where applicable); and
2. Ensure that extended holidays are allocated in a way that does not further marginalize Plaintiff's already limited custodial time.

Plaintiff is willing to accept the Court's standard holiday schedule or her "Revised Holiday and Vacation Schedule" submitted as Exhibit 8 which is very close to the Court's standard holiday schedule. The goal of this Countermotion is not to create new conflict, but to reduce it by establishing clear, predictable rules that both parties can follow without repeated motion practice.

A concrete example of why revision is necessary is Christmas. Under the current combination of the Decree's Winter Break language and the new *FFCL* establishing Defendant's primary schedule, Defendant will have [redacted] for Christmas every year, and Plaintiff will never have Christmas parenting time unless the holiday schedule is revised. That outcome is

inconsistent with the spirit of the original week-on / week-off framework and with the best-interest principle that a child should, over time, have meaningful holiday time with both parents. Plaintiff's Countermotion therefore seeks a balanced, clearly-defined holiday schedule that avoids one parent permanently holding the same major holiday while the other parent is entirely excluded.

G. Plaintiff's Limited Opposition to Defendant's OST and Request for Hearing

After Defendant filed his Motion to Clarify Winter Break, and before Plaintiff's Opposition and Countermotion were due, the Court set the Motion for decision in chambers on January 14, 2026. At that time, the Court did not yet have the benefit of Plaintiff's Opposition, Countermotion to revise the holiday schedule and Modify Legal Custody.

Thereafter, Defendant filed an Ex Parte Application for Order Shortening Time ("OST") asking the Court to change its own scheduling order and issue a ruling on his Motion before Winter Break. Plaintiff respectfully opposes any request to shorten time or to disturb the Court's existing order, particularly where the in-chambers setting was made without the benefit of Plaintiff's written response and evidence.

The Winter Break provision has been in place since the December 8, 2021, Decree and was addressed by the Court at the October 15, 2024 non-jury trial, when the Court stated on the record that the language is "not ambiguous, just inconvenient." Defendant has not shown any emergency or irreparable harm that would justify ex parte relief or an accelerated ruling in his favor. By contrast, Plaintiff's Opposition and Countermotion place before the Court new, material facts regarding the interaction between the Winter Break language and the new *FFCL*, the resulting loss of all Christmas parenting time, the telephone-contact schedule, and Defendant's conduct in delaying [redacted] medical and dental care.

In light of these disputed factual issues and the best-interest analysis required under NRS 125C.0035, Plaintiff respectfully requests that the Court set this matter for an in-person hearing, or at minimum oral argument, on both Defendant's Motion and Plaintiff's Countermotion, rather than deciding the issues on the papers alone or on shortened time based solely on Defendant's submissions.

V. CONCLUSION AND REQUEST FOR RELIEF

For the foregoing reasons, Plaintiff respectfully requests that the Court:

1. **Deny Defendant's Motion** to Clarify Winter Break Holiday Provision and for Related Orders in its entirety;
2. **Reaffirm** that the existing Winter Break provision is not ambiguous and remains in full force and effect unless and until the Court revises all holiday provisions on a proper showing and in the child's best interests;
3. **Grant Plaintiff's Countermotion** to revise all holiday provisions by adopting a clear, comprehensive holiday schedule aligned with the current Monday exchange framework, either through the Court's standard holiday schedule or such Revised Schedule as the Court finds appropriate (Ex. 8);
4. **Grant Plaintiff's Countermotion** to adjust the telephone contact schedule so that, in light of the current Monday-exchange framework, [redacted] has regular, predictable telephone contact with both parents, including by moving the currently-ordered Monday and Friday calls at 7:15 p.m.to Tuesdays and Thursdays at 7:15 p.m. while [redacted] is in Defendant's care, or such similar schedule as the Court finds appropriate
5. **Grant Plaintiff's Countermotion to Modify Legal Custody** by:

- Awarding Plaintiff sole legal custody as to [redacted] medical and dental care; or, at minimum,
- Designating Plaintiff as the medical tie-breaker under *Kelley v. Kelley* so that, after good-faith consultation, Plaintiff has final authority to follow [redacted] treating providers' recommendations where Defendant withholds consent or obstructs care;

6. **Set an in-person hearing** (or, in the alternative, oral argument) on Defendant's Motion to Clarify Winter Break and Plaintiff's Countermotion, so the Court may consider the parties' testimony, the transcript, the TalkingParents record, and the medical and dental evidence in determining [redacted] best interests, and

7. Grant such other and further relief as the Court deems just and appropriate under the circumstances.

DATED this 28th day of November 2025

/s/Luba Snow Dace
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

DECLARATION OF LUBA SNOW DACE

I, Luba Snow Dace, declare under penalty of perjury pursuant to NRS 53.045 and 28 U.S.C. § 1746:

1. I am the mother of the minor child, [redacted] in this case. I make this Declaration in support of my Opposition to Defendant's Motion to Clarify Winter Break Holiday Provision and for Related Orders, and my Countermotion to revise all holiday provisions and to Modify Legal Custody.

2. Since the last order *FFCL*, a new pattern has emerged in which Defendant obstructs or conditions [redacted] medical and dental care, refuses to cooperate with scheduling unless appointments occur exclusively on his custodial days, and simultaneously demands that I not attend those appointments, effectively blocking my participation in joint legal custody.

3. On November 7, 2025, [redacted] Culinary dentist identified two deep cavities requiring timely treatment. A true and correct copy of the Culinary paperwork from that appointment is submitted as an Exhibit 4 with this filing (Ex. 4: 015-017).

4. A true and correct copy of the TalkingParents Record is submitted as an Exhibit 9 with this filing.

5. When I attempted to promptly schedule treatment consistent with the provider's recommendations and our insurance coverage, Defendant:

    a. Insisted that appointments occur only at narrow times on my custodial days;

    b. Repeatedly stated that he would take [redacted] "on his own" and directed me not to attend if the appointment fell on his custodial time; and

c. Instructed me to cancel previously scheduled appointments without any medical basis;

d. Threatened contempt and accused me of "manufacturing conflict" when I attempted to schedule routine, timely treatment.

6. On November 10, 2025, to obtain an earlier orthodontic evaluation than January 6, 2026, I offered Defendant a list of all available orthodontic appointments in November and December that fell entirely on his custodial days and asked which he preferred. Defendant did not select any date and instead stated he would schedule independently, again asserting that I should not attend.

7. Defendant's position, that all appointments must occur on his days but that I may not attend on those days, has the practical effect of preventing me from participating in joint legal custody and from hearing and understanding the providers' explanations and recommendations directly.

8. In contrast, I have provided neutral, factual updates, given advance notice of every appointment, conveyed Defendant's objections (including his objection to silver fluoride) to the providers, and ensured that all appointments and communications are documented in TalkingParents.

9. On November 10, 2025, Defendant also claimed in writing that the June 9, 2025, appointment at Truman Orthodontics "did not go well," alleging that I "repeatedly interrupted the doctor, inserted [my] own opinions, and misquoted his statements."

10. I have submitted as an Exhibit 5, a full-length video of the June 9, 2025 Truman Orthodontics visit. That video shows a calm, routine medical appointment during which I do not interrupt the provider, ask only appropriate clarifying questions, and do not argue

or raise my voice. The provider responds fully and without frustration. There is no conflict and nothing remotely resembling Defendant's written description of the visit.

11. Defendant has used this false narrative about the Truman Orthodontics appointment to argue that I should be excluded from future medical and dental appointments, and to support his accusations that I "manufacture conflict."

12. On May 1, 2025, Defendant demanded in writing that I obtain his written permission before attending any of our daughter's school events (Ex. 9: 074).

13. Since entry of January 2, 2025, *FFCL* order Defendant denied all additional time at child's or for the child requests, accommodation for travel, and seeing grandparents when they visit.

14. True and correct copies of Defendant's written responses denying these requests, including refusals of [redacted] requests for additional time with Mother, refusals to allow visits with maternal grandparents during their trips to Las Vegas, and refusals to allow brief school contact before class, are contained in the certified TalkingParents record submitted as Exhibit 9.

15. Since entry of January 2, 2025, *FFCL* order Defendant reduced two (2) court ordered phone calls per week to one (1), which occurs on mom's drop off day only.

16. The same record shows Defendant's refusal to move the calls to Tuesdays and Thursdays to fit the new Monday-exchange schedule, and his insistence on reducing [redacted] calls with me to a single weekly call on an exchange day (Ex. 9: 064).

17. In several of these TalkingParents exchanges, Defendant couples his refusals with threats to seek contempt or to further reduce my parenting time if I continue to request additional

contact or attempt to attend school or medical events. True and correct copies of these messages are included in Exhibit 9.

18. On November 25, 2025, I sent Enrique the proposed Holiday and Vacation Schedule attached as Exhibit 8 and asked if he would stipulate. He wrote that he did not agree to stipulate, that my proposal "materially reduces [his] already-limited weekend time," that holidays are already "heavily weighted" in my favor because I allegedly had "the last three Christmases," and that he would object to any schedule that "reduces [his] time with [redacted] or conflicts with [his] primary custodial status." A true and correct copy is submitted as Ex. 10.

19. These events demonstrate a pattern of:

    a. Gatekeeping, by limiting my access to [redacted] medical/dental care, the child's school, and reasonable communication;

    b. Interference with joint legal custody;

    c. Obstruction of timely medically recommended treatment; and

    d. Escalation and threats (including threats that I am "at risk of losing the little custody [I] still have") instead of cooperation and problem-solving.

20. These facts did not exist and could not have been presented in their current form at the time the Court entered its prior orders. They directly bear on [redacted] welfare, the best-interest analysis under NRS 125C.0035, and the feasibility of continuing joint legal custody as to medical/dental decision-making.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 28th day of November 2025, in Las Vegas, Nevada.

Respectfully submitted,

/s/Luba Snow Dace
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
T: [redacted]
[redacted]
In Proper Person

CERTIFICATE OF SERVICE

The undersigned, Luba Snow Dace, hereby certifies that on this 28th day of November 2025, I served a true and correct copy of the **PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION AND FOR RELATED ORDERS; AND COUNTERMOTION TO REVISE ALL HOLIDAY PROVISIONS AND TO MODIFY LEGAL CUSTODY; AND LIMITED OPPOSITION TO DEFENDANT'S OST AND REQUEST FOR HEARING** together **DECLARATION OF LUBA SNOW DACE** and all accompanying exhibits as follows:

☒ By mandatory electronic service using the Eighth Judicial District Court's E-File and E-Service System to:

- Enrique Velazquez-Gonzalez [redacted] this case)

☒ **Exhibits 5 and 7** via flash drive through USPS to:

- Enrique Velazquez-Gonzalez [redacted]

DATED this 28th day of November 2025.

/s/*Luba Snow Dace*
LUBA SNOW DACE

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Steven D. Grierson
CLERK OF THE COURT

UEZ-GONZALEZ

[redacted]

DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

LUBA SNOW DACE fka LUBA GONZALEZ, Plaintiff, vs. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant	Case No.: D-18-575860-D Dept. No.: X

DEFENDANT'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION; OPPOSITION TO PLAINTIFF'S COUNTERMOTION TO REVISE HOLIDAY PROVISIONS AND TO MODIFY LEGAL CUSTODY; AND COUNTERMOTION FOR ENFORCEMENT OF NO-RECORDING ORDER AND MEDICAL DECISION-MAKING AUTHORITY

TO: PLAINTIFF, LUBA SNOW DACE:

PLEASE TAKE NOTICE that Defendant, ENRIQUE IVAN VELAZQUEZ-GONZALEZ ("Enrique" or "Defendant"), appearing in proper person, hereby:

1. Replies to Plaintiff's "Opposition to Defendant's Motion to Clarify Winter Break Holiday Provision; Countermotion to Revise All Holiday Provisions and to Modify

Legal Custody; and Limited Opposition to Defendant's OST" ("Plaintiff's Opposition/Countermotion")

2. Opposes Plaintiff's countermotion in its entirety; and

3. Brings this limited Countermotion for:

a. Enforcement of the Court's existing no-recording orders and appropriate sanctions; and

b. Narrowly tailored medical and dental decision-making authority to allow necessary care without Plaintiff's obstruction and misrepresentation,

c. Such litigation-management relief as the Court deems appropriate, including consideration of whether Plaintiff should be deemed a vexatious litigant.

This Reply and Countermotion are based upon the following Points and Authorities, the pleadings and papers on file, the exhibits submitted by both parties (including certified Talking Parents records, school records, dental/orthodontic records, and photos), and any argument the Court may allow.

I. INTRODUCTION

Defendant's original motion was narrow. It asked the Court to clarify how the Winter Break provision—drafted in 2021 when Wednesday was the regular exchange day and custody was week-on/week-off—should work now that the Court's January 2, 2025 Findings of Fact, Conclusions of Law, and Orders ("FFCL") changed the regular exchange day to Monday and significantly reconfigured physical custody.

Rather than focus on that limited, mechanical question, Plaintiff responded with a 34-page omnibus Opposition/Countermotion that:

- Tries to rewrite almost every holiday in a way that cuts into the one weekend per month that Defendant still has;
- Seeks sole legal custody or medical tie-breaking authority for herself even while the main custody order is on appeal;
- Tries to move the phone-call schedule off the decree and onto her preferred days; and
- Relies heavily on secret recordings of the minor child and of a medical appointment, despite clear orders that calls with [redacted] "shall not be monitored or recorded" and a long history of Plaintiff making unauthorized recordings (including of the school principal, resulting in her being trespassed from [redacted]

At the same time, Plaintiff accuses Defendant of "re-litigating" issues, "manufacturing conflict," and "blocking care," while her own evidence omits key facts (such as four additional cavities shown on the x-rays that she never disclosed) and selectively presents a single phone call out of 60 to fit her narrative.

Defendant is asking the Court to do three concrete things:

1. Grant the narrow Winter Break clarification originally requested, so the two-segment Winter Break language functions with the current Monday-based exchange schedule, instead of allowing calendar quirks to give Plaintiff back-to-back holiday strings;

2. Deny Plaintiff's broad Countermotion to re-write all holidays, change legal custody, and move call days—keeping the holiday structure substantially status quo unless and until the Court affirmatively decides a different holiday schedule is needed; and, if the Court does reach holidays, adopt Defendant's Proposed Holiday Schedule that does not cut into his single monthly weekend;

3. Enforce the no-recording orders and protect [redacted] medical care by:

    - Admonishing or holding Plaintiff in contempt for secretly recording [redacted] calls and the Truman medical appointment;
    - Clarifying that no further recording of the child's calls or medical visits may occur without Court permission or written consent; and
    - Granting limited medical/dental decision-making authority to Defendant so he can make and take [redacted] to necessary appointments without Plaintiff's games and misstatements.

II. REPLY REGARDING WINTER BREAK CLARIFICATION

A. Plaintiff Misstates What This Motion Actually Seeks

Plaintiff repeatedly relies on a snippet from the October 15, 2024 trial where the Court said the Winter Break language was "not ambiguous, just inconvenient." She ignores the timeline:

1. The Winter Break language was drafted in the December 8, 2021 Decree assuming a Wednesday exchange and week-on/week-off custody.

2. The October 15, 2024 discussion occurred under that framework.

3. On January 2, 2025, the Court entered new FFCL that:

    - Made Defendant the primary residential parent, and
    - Changed the "normal exchange day" to Monday, while leaving the Winter Break language—which still refers to "the first Wednesday in January, the normal exchange day"—unchanged.

In other words, Plaintiff's repeated quote ("not ambiguous, just inconvenient") is from before the Court changed the exchange day. Defendant is not asking the Court to overturn that comment or re-argue that hearing. He is asking the Court to harmonize its own later FFCL with the earlier Winter Break paragraph, so that:

1. The "second segment" truly ends where the Monday-based custodial schedule can resume; and

2. The parties are not back in court every time the calendar makes “the first Wednesday in January” land in a way that gives Plaintiff an extended run at the end of winter break.

This is exactly the sort of clarification family courts routinely make under their continuing jurisdiction to interpret and enforce their own orders.

B. The Requested Clarification Is Narrow and Child-Focused

Defendant’s requested language is:

> “Beginning in 2022, Winter Break with the child shall consist of two parts. The first part starts on the last day of the child’s school and runs through December 26 at 12:00 p.m. The second part runs from December 26 at 12:00 p.m. and runs through 9:00 a.m. on the first regular school day after Winter Break ends.”

This:

1. Does not change which parent has the first or second segment;

2. Does not change the total number of Winter Break overnights each parent should have in a true two-segment plan; and

3. Does not alter the Court’s findings about primary physical custody.

It simply answers: when school resumes on a Monday in January, who brings [redacted] to school and who picks her up, consistent with the current Monday exchange.

Plaintiff's reading lets her:

- Use the "first Wednesday in January" phrase—written for a Wednesday exchange schedule—to stretch Winter Break and keep [redacted] longer, even though she already has all but one weekend per month; and

- Turn what should be two segments into three whenever the calendar favors her, as she already did do in 2024.

Defendant is not asking for "more" winter break than the two-segment concept allows. He is asking that both segments be applied consistently with the current Monday-exchange FFCL.

III. OPPOSITION TO PLAINTIFF'S COUNTERMOTION TO REVISE ALL HOLIDAY PROVISIONS

A. Plaintiff's Holiday Accounting Is Incomplete and Misleading

Plaintiff claims Defendant "now has the majority of holidays" and that her proposal just "balances" things. That is not accurate once the actual calendar and history are considered.

Christmas:

- Under the Decree, Christmas 2021 was supposed to be Defendant's, but he stipulated to let Plaintiff have it.

- 2022: Defendant had Christmas.
- 2023: Plaintiff had Christmas.
- 2024: Plaintiff had Christmas and refused to honor Winter Break as two segments, effectively turning it into three and trying to keep two of them.
- 2025: But for the custody modification, Plaintiff would again have had Christmas (and she was unwilling to swap even when that meant three Christmases in a row for her).

Other holidays:

Even with Defendant as primary, Plaintiff either has had or will have:

- The next two Halloweens;
- Every Labor Day;
- Every Easter;
- Every Memorial Day;
- The next two Fourth of Julys;
- The next three New Year's Eves;
- Every other Thanksgiving; and
- The next two Valentine's Days.

Meanwhile, Defendant's regular custodial time has been reduced to weekdays plus one weekend per month (the third weekend), plus whatever holiday time survives Plaintiff's ongoing attempts to carve into it.

Plaintiff's proposed holiday schedule:

- Uses Juneteenth, MLK and Presidents Day Weekend to cut into Defendant's Father's Day weekend and several other of his third weekends each month;
- Attempts to combine Easter and Spring Break, even though CCSD treats them as separate, and
- Adds overly restrictive and confusing summer-vacation language that makes it harder for Defendant to plan his limited vacation time in a clean way.

This is not a neutral "clarification." It is another attempt to shrink Defendant's meaningful weekend and holiday time while preserving or expanding Plaintiff's.

B. Status Quo Is Preferable While the Appeal Is Pending

The January 2, 2025 FFCL is currently on appeal in Docket No. 90570-COA. That appeal squarely involves the physical-custody framework and the designation of primary.

Under Mack-Manley, the district court must be cautious about issuing post-judgment orders that effectively alter the custody arrangement on appeal. Plaintiff's request to rewrite the entire holiday schedule—while simultaneously arguing that Defendant's narrow Winter Break clarification is an impermissible "modification"—is internally inconsistent.

Given:

- The pending appeal,
- The one-sided nature of Plaintiff's holiday proposal, and
- The fact that Plaintiff is trying to use holidays (like Juneteenth, Presidents Day and MLK Day) primarily to chip away at Defendant's only weekend,

Defendant respectfully submits that the Court should:

1. Deny Plaintiff's holiday Countermotion and leave the holiday provisions substantially status quo while the appeal is pending; and

2. If, and only if, the Court decides a new written holiday schedule is necessary to prevent future conflict, adopt Defendant's Proposed Holiday Schedule, which:

    - Does not reduce Plaintiff's existing time; and
    - Does not invade Defendant's single monthly weekend.

C. Defendant Has Consistently Offered Fair, Even Exchanges to Accommodate Plaintiff's Travel and Grandparent Visits

Plaintiff repeatedly claims Defendant "refuses to accommodate" travel and grandparent time. The certified TalkingParents record shows the opposite: Defendant has consistently offered reasonable, compensated adjustments, while Plaintiff has demanded one-sided extra time with no exchange.

On May 16, 2025, Plaintiff requested an early travel day for a Washington trip so [redacted] could visit her grandparents:

> "Hi Enrique, I hope you're doing well. I'm writing to respectfully request June 26 as an additional day so I can take [redacted] to visit my parents in Washington. There's a flight on June 26 at 9:24 AM that would allow [redacted] to spend three full days with them. Although my parenting time begins on June 27, traveling the day before would make the trip smoother and more meaningful for [redacted] I understand this falls outside the scheduled time and appreciate your consideration. Please let me know if you're willing to approve this adjustment. Best regards, Luba"

Defendant responded with a fair, child-centered proposal that both allowed the trip and preserved his own time with [redacted]

> "Thanks for your message. I understand the importance of [redacted] spending time with your parents, and I'm willing to work together on a fair solution. In exchange for allowing [redacted] to leave early for her trip, I'm open to dropping her off at 8:00 PM on June 25—43 hours before her scheduled drop-off time. In return, I would take the second weekend of June. This would be an even exchange of time, since I'll already be picking [redacted] up that Sunday morning for Father's Day. To clarify: I would keep [redacted] on June 13, and instead of returning her that weekend, I would bring her to you at 8:00 PM on June 25 so she can make her flight the following morning."

This is exactly what cooperation looks like: Defendant offered an even exchange so [redacted] could travel early *and* the overall timeshare stayed balanced.

Plaintiff refused, writing:

> "I appreciate your offer, but I'm not able to agree to an exchange that would require me to give up one of my few weekends with [redacted] I'm only requesting one additional day to accommodate travel, not to increase my parenting time."

The same pattern repeated on July 12, 2025, when Plaintiff asked Defendant to drop [redacted] off a day early so [redacted] could see visiting grandparents. Defendant again stated he was willing to accommodate with a fair exchange; Plaintiff again replied she was "asking for additional time not an exchange."

These messages show that:

- Defendant did not block [redacted] time with maternal grandparents;
- Defendant offered practical, compensated solutions that would have allowed early travel and extra time with grandparents; and
- It was Plaintiff who insisted on one-sided additions to her time and rejected the very exchanges she now claims he would not provide.

Under these circumstances, Plaintiff's accusation that Defendant "refuses to accommodate travel" is not supported by the written record. The record shows Defendant willing to compromise and Plaintiff insisting that "co-parenting" means Defendant should give up time for free while she gives up nothing in return.

IV. PHONE-CALL SCHEDULE AND SECRET RECORDINGS

A. Who Asked for Which Call Days

The Decree provides:

> "Wife shall continue to have the right to have Zoom video calls with the child … on Mondays and Fridays … at 7:15 p.m. The parties agree to give the child (and the other parent) privacy during these calls, and these calls shall not be monitored or recorded by the parent with custody of the child at the time of the call."

An October 12, 2021 minute order stating:

> "The non-custodial parent shall have video communication with the Minor Child on Mondays and Fridays at 7:15 pm. The parties shall not monitor or record the calls."

After the January 2, 2025 FFCL moved exchanges to Monday, Defendant offered a compromise to move one of the calls to Wednesday so there would be a contact point mid-week. Plaintiff agreed informally for several months—until she suddenly began threatening litigation and accusing Defendant of violating the orders.

At that point, Defendant did exactly what the law expects: he returned to the actual written order (Mondays and Fridays at 7:15 p.m.) because Plaintiff has repeatedly shown that she does not honor informal agreements (for example, the 24-month "peace stipulation" she signed and then broke almost immediately).

Now Plaintiff asks to move calls to Tuesdays and Thursdays, claiming that Monday/Friday is no longer workable. This ignores:

- That she is the one who now wants a second change after attacking the first compromise;

- That [redacted] only goes 2-3 days without seeing or speaking with the Plaintiff, and those periods are not harming her; and
- That many of [redacted] calls now consist of [redacted] saying she wants to hang up, while Plaintiff keeps her on the line to talk about how much she misses her.

There is no evidence that adding more calls or moving them to new days will help [redacted] There is significant evidence that these calls are becoming a source of anxiety for [redacted] when Plaintiff refuses to respect [redacted] signals that she is done.

B. Secret Recording and Exploitation of [redacted] Emotions

Plaintiff submitted an 18-minute audio from an April 14, 2025 call where [redacted] was emotional and said she missed her. That clip is:

- One call out of dozens (60+ by now);
- Secretly recorded, in direct violation of both the Decree and the October 12, 2021 minute order; and
- Clearly cherry-picked for litigation.

If Plaintiff recorded one call, it is almost certain that she recorded all of them, contrary to the Court's no-recording orders and contrary to her own prior insistence that Defendant stop recording.

On that call, [redacted] emotion was real, but toward the end Plaintiff is heard encouraging and fostering the sadness—repeating that [redacted] is "crying" when she clearly is not, and