keeping the focus on how sad Plaintiff is without her. That is not comforting; it is emotional pressure.

What Plaintiff does not want the Court to hear are the many other calls where:

- [redacted] says things like, “I know you want to talk more but I want to go,” and
- Plaintiff keeps her on, telling her how much she misses her, and speaking to her as if she is a baby, instead of letting her hang up.

This is exactly the kind of emotional manipulation that led the Court to give Defendant primary physical custody in the first place. Exploiting an eight-month-old, secretly recorded clip as “proof” of Defendant’s alleged misconduct, while ignoring dozens of calls where [redacted] asks to go and says goodbye happily, is not child-centered.

Defendant therefore asks the Court to:

- Reaffirm and enforce the no-recording orders;
- Admonish or hold Plaintiff in contempt for recording [redacted] calls; and
- Order that no further recordings be made of [redacted] calls without a specific court order.

V. SCHOOL EVENTS, FIELD DAY, AND THE TARDY FOR PLAINTIFF’S BIRTHDAY

Plaintiff portrays Defendant as trying to “ban” her from school events. The school’s own email explains what actually happened:

- When Defendant provided updated custody papers in January 2025, the school's legal department initially interpreted them to mean that parents could only attend events during their own custodial time.

- Defendant relayed that guidance to Plaintiff and requested that, for [redacted] sake, they alternate events, so each could attend some events alone and avoid conflict.

- Plaintiff objected, went above the school to challenge that interpretation, and the legal department later clarified that joint legal custody technically allows both parents to attend regardless of the day.

The email from the school clerk confirms:

- The school's initial understanding matched what Defendant told Plaintiff; and
- Defendant was not inventing a restriction—he was trying to follow the school's guidance and reduce conflict for [redacted]

At the "fun run," Plaintiff attended alone without Defendant, and Defendant did not interfere. At "field day," Defendant asked to do the same. Instead, Plaintiff appeared, walked directly to where Defendant's wife was standing (despite having an entire field to choose from), and attempted to intimidate her until she walked away to avoid conflict. Defendant left to keep [redacted] comfortable—something Plaintiff would never do.

As to the three hour tardy on Plaintiff's birthday:

- Defendant objects not because it was Plaintiff's birthday, but because she did not coordinate with the teacher to make sure [redacted] didn't miss anything important. [redacted] was also allowed to stay up very late playing Roblox, making her exhausted for school the next day

- When Defendant had [redacted] miss a half day for a flight to Mexico, he contacted the teacher over a week in advance to confirm nothing critical would be missed.

These are not “gotcha” complaints—they show a pattern where Defendant plans around school and contacts teachers, while Plaintiff often does not.

VI. DENTAL AND ORTHODONTIC CARE: PLAINTIFF’S MISSTATEMENTS VS. DEFENDANT’S CONSOLIDATED PLAN

A. Multiple Providers, Multiple X-Rays, and Omitted Cavities

In less than 6 months, Plaintiff has involved at least four offices:

- Truman Orthodontics;
- Culinary/Durango Dental;
- Mountain’s Edge Pediatrics;
- Elite Family Dental;

and then, after Defendant intervened, Adventure Smiles.

She scheduled overlapping and duplicative appointments and repeatedly arranged for new exam + new x-rays instead of consolidating care.

At the Culinary/Durango appointment on November 7, 2025:

- X-rays showed six cavities, not two;

- Plaintiff repeatedly told Defendant (and now the Court) there were only “two deep cavities;”
- She claimed “full mouth gingivitis” and “severe pain,” although the paperwork does not support that level of severity.

When [redacted] was seen at Adventure Smiles on December 4, 2025:

- The dentist confirmed that Culinary’s x-rays already showed six cavities;
- There was no diagnosis of full-mouth gingivitis—only that [redacted] gums were “a little mad” and needed better brushing; and
- [redacted] was not presenting with the “urgent” level of pain Plaintiff describes.

Plaintiff never told Defendant about the additional four cavities in TalkingParents. That omission is serious. It also allows Plaintiff to later claim that four “new” cavities are Defendant’s fault when, in reality, they were already present on films she had but chose not to disclose.

Defendant insisted that all six cavities be filled at Adventure Smiles on December 8, 2025, in one visit, in one in-network office, using existing x-rays and avoiding further radiation.

B. Elite and Mountain’s Edge: Appointments That Did Not Make Sense

Plaintiff now claims the November 24 Elite appointment was to “treat” cavities “sooner rather than later.” When Defendant called Elite, he was told:

- The November 24 appointment was another new-patient exam with new x-rays, not a filling visit;
- They would not honor the recent Culinary films.

Mountain's Edge Pediatrics told Defendant:

- They were not in network with Culinary; and
- They could not perform the fillings because of network limitations.

Despite this, Plaintiff pressed a plan that would have [redacted]

- Evaluated and x-rayed at Culinary/Durango;
- Cleaned at Mountain's Edge (out of network, no fillings);
- Evaluated and x-rayed again at Elite before any fillings were done.

Defendant reasonably refused to consent to a third full set of x-rays two weeks after the Culinary films without a written, medically-necessary reason, and canceled the Elite exam that Plaintiff would not cancel herself.

C. Defendant's Consolidated Plan at Adventure Smiles

Defendant then:

1. Found Adventure Smiles, an in-network office between both homes and two blocks from school;
2. Confirmed they would honor the existing Culinary x-rays (no repeat radiation);

3. Confirmed, several times, that they could do the cleaning and fillings in one visit;

4. Told Plaintiff clearly that he would schedule the appointment and get back to her.

Ignoring that, Plaintiff called Adventure Smiles, set an appointment on her custodial time, and then complained that Defendant was “delaying” care.

When Defendant found out, he emailed the office. Adventure Smiles called and apologized for not contacting him first, confirmed:

- They would use the existing x-rays;
- They could perform the cleaning and fillings on December 8, 2025.

After reading Plaintiffs recent reply claiming urgency, Defendant felt it necessary to set up a last minute December 1st consult at 8:00 a.m., at which point the dentist confirmed that:

- There were six cavities (not two);
- All six were scheduled to be fixed on December 8;
- [redacted] was not in emergent pain; and
- No new x-rays were needed at this time.

There has been no treatment delay caused by Defendant's plan. The only "delay" is relative to Plaintiff's confusing multi-office plan, which was neither medically nor financially logical.

D. Truman Orthodontics and the Non-Urgent Phase I Treatment

Plaintiff devotes an entire section to the June 9, 2025 Truman Orthodontics visit and claims:

- The appointment "went fine" and Defendant lied by saying otherwise; and
- Truman recommended urgent intervention.

Her own evidence undermines her.

1. The recording is secret and incomplete. Plaintiff did not warn Defendant or the clinic that she was recording—a pattern that mirrors her prior secret recordings at school that led to her being trespassed from [redacted] The audio she submitted omits the segment where the assistant and staff had a detailed clinical discussion—precisely where interruptions and disagreements occurred. Once again, she cherry-picks what supports her narrative.

2. Her behavior increased anxiety and overrode staff. Even in the portion she chose to file, the Court can hear:

    - At the end of his portion of the consult, Dr Joe was talking about the expander, and the general plan. Luba is heard telling [redacted] "we have to get

you an expander to make your jaw bigger." Dr Joe quickly says "that's easy-peazy though." He asked [redacted] if she had any questions for him. Luba then says to [redacted] "are you sure," "are you scared." Very quickly, Dr Joe says "are you excited?"

- When the assistant Jasmine asked [redacted] if she had questions and [redacted] asked “does it hurt?”, Jasmine began to explain. Plaintiff cut her off to answer for the provider (“probably just sore”), speaking over the professional instead of letting the clinic address [redacted] concerns.

3. Defendant never accused Plaintiff of “yelling” or making the provider “frustrated.” Plaintiff raises those strawmen herself. The concern has always been that she talks over staff, feeds fear, and then mischaracterizes the conversation to create litigation.

4. Truman’s own written response contradicts “urgent” claims. Because Plaintiff later told the Court that Truman said the situation was urgent and serious, Defendant emailed Truman’s office to clarify. The office responded that:

    - Phase I treatment for [redacted] is preventive;
    - Her teeth are not causing severe medical or dental issues yet; and
    - Waiting and monitoring through 6-month recall visits is a reasonable option.

Plaintiff’s characterization of urgent, severe need is not consistent with the provider’s own statement.

VII. LEGAL CUSTODY / MEDICAL TIE-BREAKING

Plaintiff asks the Court to modify legal custody mid-appeal and give her either sole medical/dental custody or tie-breaking authority. This request suffers from three problems:

1. Jurisdiction: As she admits, the January 2, 2025 FFCL is on appeal in 90570-COA. Under Mack-Manley, the Court should not enter a post-judgment order that substantively modifies the custody framework on appeal absent a limited remand. Plaintiff has not sought such remand or framed her request as a true emergency.

2. Facts: The actual record shows Defendant is the parent:

    - Who stopped unnecessary additional x-rays;
    - Who consolidated care with one in-network provider;
    - Who insisted all six cavities be filled promptly; and
    - Who provides complete information and contacts providers directly for clarification.

3. Plaintiff, by contrast, is the parent who:

    - Omitted four cavities from her TalkingParents updates;
    - Pushed multiple overlapping offices for exams and x-rays;

- Secretly recorded a medical appointment; and
- Misstated urgency even after Truman's office confirmed this is preventive.
- Makes up fake Doctors notes and misstates truth to Defendant.

4. Kelley factors: Under Kelley v. Kelley, if a medical tie-breaker is needed, the Court looks at the seriousness of harm from delay, the providers' recommendations, and which parent is more likely to follow those recommendations and tell the truth. On this record, that parent is Defendant, not Plaintiff.

Accordingly, Defendant respectfully requests that the Court:

- Deny Plaintiff's request for sole legal custody or tie-breaking authority; and
- If the Court determines some adjustment is necessary, grant limited medical/dental decision-making authority to Defendant, so that after good-faith consultation he may follow treating providers' recommendations without Plaintiff's obstruction and misrepresentation.

VIII. NO-RECORDING ORDERS, CONTEMPT, AND ENFORCEMENT

The Decree and the October 12, 2021 minute order are clear: the parties "shall not monitor or record the calls."

Despite that, Plaintiff:

- Secretly recorded the April 14, 2025 call with [redacted] and filed it as Exhibit 7;

- Secretly recorded the June 9, 2025 Truman appointment and filed edited audio as Exhibit 5;
- Previously recorded the principal without consent, leading to a trespass from the school; and
- Encouraged Defendant to stop recording calls in the past, only to record them herself for litigation.

These are not minor technical violations. They are:

- Direct violations of explicit court orders;
- Invasions of [redacted] and Defendant's privacy; and
- Part of a pattern of turning every interaction into potential evidence instead of focusing on [redacted] comfort and trust.

Defendant asks the Court to:

1. Find Plaintiff in contempt, or at minimum issue a strong written admonishment for violating the no-recording orders;
2. Order that no further recording or monitoring of [redacted] calls, medical appointments, or school interactions may occur without prior written consent of the other parent or specific court authorization; and
3. Direct that existing recordings be preserved only for purposes of this litigation and not otherwise disseminated.

IX. LITIGATION PATTERN AND MANAGEMENT

Plaintiff begins her motion by acknowledging that there have been “many filings.” That is an understatement. Since this case began, she has:

- Filed, withdrawn, and re-filed over and over, both in District Court and in appellate courts;
- Entered a 24-month “peace” stipulation in prior litigation in exchange for a monetary settlement, then broken that promise and resumed filings anyway; and
- Used litigation threats as a routine part of day-to-day TalkingParents messages
- This 34-page Opposition/Countermotion—triggered by a simple Winter Break clarification—tries to:
- Rewrite all holidays,
- Change legal custody,
- Alter the phone-call schedule, and
- Re-litigate years of perceived grievances.

Defendant is not asking the Court to decide a full vexatious-litigant designation in this motion. He is asking the Court to recognize the pattern and exercise its discretion to confine this proceeding to the issues legitimately before it, and to consider, in a separate proceeding, whether further protections (including vexatious-litigant remedies) are needed.

X. RELIEF REQUESTED

For all of the reasons above, Defendant respectfully requests that the Court:

1. Grant Defendant's Motion to Clarify Winter Break by clarifying that the second segment runs from December 26 at 12:00 p.m. through 9:00 a.m. on the first regular school day after Winter Break ends, at which time the Monday-based weekly schedule resumes;

2. Deny Plaintiff's Opposition and Countermotion to:

    - Revise all holiday provisions as she proposes;
    - Modify legal custody to give Plaintiff sole medical/dental authority or tie-breaking power; and
    - Move the phone-call schedule to Tuesdays/Thursdays;

3. Maintain the holiday schedule substantially status quo, without reducing Defendant's already-limited weekend and holiday time. If the Court determines that a new holiday schedule must be written, adopt Defendant's Proposed Holiday Schedule, which does not invade Defendant's only monthly weekend;

4. Deny Plaintiff's request to modify legal custody in her favor while the current custody order is on appeal. If the Court nonetheless concludes that it has authority and that some adjustment to medical decision-making is necessary, then, based on the evidence, deny Plaintiff's request for sole legal custody and instead grant Defendant limited medical/dental decision-making authority (tie-breaker) so he can follow treating providers' recommendations after good-faith

consultation;

5. Enforce the Court's no-recording orders by:

   - Finding Plaintiff in contempt or, at minimum, issuing a strong written admonishment;
   - Ordering Plaintiff to cease all recording or monitoring of [redacted] video calls, phone calls, and medical/school appointments without prior written consent or specific Court permission; and
   - Directing that existing recordings be preserved only for purposes of this litigation and not otherwise shared;

6. Enter such litigation-management orders as the Court deems appropriate, and consider in a separately-noticed hearing whether Plaintiff's pattern of filings, broken "peace" agreements, and serial re-litigation warrants a vexatious-litigant designation and pre-filing review procedures; and

7. Grant such other and further relief as the Court deems just and appropriate.

DATED this 7th day of December 2025.

/s/ Enrique Ivan Velazquez-Gonzalez
ENRIQUE IVAN VELAZQUEZ-GONZALEZ
Defendant, in Proper Person

Electronically Filed
12/12/2025 12:51 PM
Steven D. Grierson
CLERK OF THE COURT

ROPP
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

EIGHTH JUDICIAL 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 **HEARING REQUESTED: YES**

PLAINTIFF'S REPLY TO DEFENDANT'S OPPOSITION TO PLAINTIFF'S COUNTERMOTION; OPPOSITION TO DEFENDANT'S COUNTERMOTION FOR ENFORCEMENT OF "NO-RECORDING" ORDER AND MEDICAL DECISION-MAKING AUTHORITY; AND REQUEST TO DISREGARD UNTIMELY REPLY

COMES NOW Plaintiff, LUBA SNOW DACE ("Plaintiff" or "Luba"), appearing in proper person, and hereby submits this combined (1) Reply in support of her Countermotion to Revise all Holiday Provisions and to Modify Legal Custody (2) Opposition to Defendant's Countermotion for Enforcement of No-Recording Order and Medical Authority Decision, and (3) Request to Disregard Untimely Reply.

This combined Reply and Opposition are 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.

DATED this 12th day of December 2025.

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

Plaintiff, LUBA SNOW DACE, respectfully requests and moves the Court for an Order:

1. Modifying 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.
2. Entering revised, clear, and comprehensive holiday and video-call provisions that reduce opportunities for conflict;
3. Denying Defendant's Motion to Clarify Winter Break Holiday Provision in its entirety;
4. Denying Defendant's Countrmotion for enforcement of "No-Recording" Order and Medical Decision-Making Authority; and
5. Disregard Defendant's Reply in support of his Motion to Clarify as **untimely**

DATED this 12th day of December 2025.

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

MEMORANDUM OF POINTS AND AUTHORITIES

I. PROCEDURAL OBJECTIONS

A. Defendant's Reply Is Untimely

Under the applicable family division briefing rules, an Opposition is due **14 days** after service of a Motion and any Reply is due **7 days** after service of the Opposition, absent a different schedule ordered by the Court.[1]

Plaintiff filed and served her Opposition and Countermotion on **November 29, 2025**. Defendant's combined "Reply to Plaintiff's Opposition; Opposition to Plaintiff's Countermotion; and Countermotion for Enforcement of No-Recording Order and Medical Decision-Making Authority" was not electronically filed until **December 7, 2025, at 10:23 p.m**.

That filing is untimely by at least one day. The Court has discretion to disregard an untimely Reply, particularly where, as here, Defendant's Reply:

1. Raises new factual and legal theories not briefed in his original motion (vexatious-litigant designation, contempt and sanctions, new "medical tie-breaker" for Defendant, expanded "no-recording" limitations); and
2. Seeks affirmative relief far beyond the narrow Winter Break clarification originally noticed.

Under EDCR 5.501 and NRCP 7, a motion must state its grounds and the relief requested in the moving papers, with an opposition and then a reply. Nevada courts do not permit a party to raise **new factual theories or seek new affirmative relief for the first time in a reply brief**, because the opposing party has no opportunity to respond. Defendant's Reply violates that principle by, for the first time, seeking contempt, sanctions, medical tie-breaker authority in his

[1] EDCR 5.502(f) The party filing the initial motion may file a **reply** memorandum of points and authorities not later than **7 days** after service of the opposition. Absent leave or direction of the court, no reply to an opposition to a countermotion shall be filed.

favor, expanded "no-recording" limitations, and even suggesting a vexatious-litigant designation, all of which go far beyond the narrow Winter Break "clarification" noticed in his original motion.

Plaintiff respectfully asks the Court to:

- Disregard Defendant's Reply in support of his Motion to Clarify as untimely; or
- At minimum, disregard any new arguments, new factual allegations, or new requests for relief that were not raised in Defendant's original Motion, consistent with the general rule that new matter may not be raised for the first time in reply.

B. Scope: This Hearing Was Not Noticed as a Contempt, Sanctions, or Vexatious-Litigant Proceeding

Defendant's paper attempts to convert a narrow Winter Break Motion into:

- A contempt proceeding against Plaintiff;
- A request for sanctions;
- A request for medical/dental decision-making authority (tie-breaker) for Defendant; and
- A request that the Court "consider" whether Plaintiff should be declared a vexatious litigant.

Those serious remedies are not properly before the Court in this posture:

1. **Contempt** requires a clearly noticed contempt motion, citation to the order allegedly violated, sworn affidavit, and an opportunity to be heard with due process. Defendant has not filed an ex parte application for issuance of the OSC to the court, accompanied by a copy of the filed motion for OSC and a copy of the proposed OSC[2]. He has embedded contempt and sanctions requests inside an untimely reply.

//

[2] EDCR 5.509(b); EDCR 5.510(a); NRS 22.030(2)

2. A **vexatious-litigant designation** is an extraordinary remedy that must be sought by separate motion, with notice, clear standards, supported by a sworn declaration, evidentiary record, and specific findings affording the opposing party a fair opportunity to respond[3]. Dropping a reference to it in a reply is procedurally improper and does not satisfy due process.
3. A **material change in legal custody / tie-breaker authority** likewise must be noticed and adjudicated under the statutory "best interest" factors[4]. Defendant's original motion did not seek medical decision-making authority for himself; he is now trying to obtain that modification through a reply to a different motion.

C. Defendant's Countermotion Is Not Supported by Any Sworn Declaration

Defendant's Countermotion for enforcement, contempt, sanctions, and medical decision-making authority is also procedurally defective because it is not supported by any sworn declaration. Family Division practice, including EDCR 5.503(a) and related rules, requires that factual assertions in support of motions and countermotions be set forth in an accompanying affidavit or declaration based on personal knowledge. Here, Defendant's factual allegations are made only in argument form inside his brief, without a declaration attesting to the facts under penalty of perjury. His unauthenticated exhibits are likewise not tied to any sworn statement about when, where, or under what circumstances they were created. The Court should give little or no weight to unsupported factual allegations in an unsworn countermotion, particularly where they are contradicted by Plaintiff's sworn declarations and medical records.

//

//

[3] See NRCP 7(b) (motion must state with particularity the grounds and relief sought) and EDCR 5.501 (setting the briefing framework for motions in family cases).

[4] See NRS 125C.0035(4).

D. Defendant's Reply/Countermotion Is Also Defective for Lack of a Certificate of Service

In addition to being untimely, missing sworn declaration, and improperly expanding the scope of this hearing, Defendant's combined Reply/Opposition/Countermotion is procedurally defective because it contains **no Certificate of Service**. Nevada rules require that all motions, oppositions, and replies be accompanied by a certificate indicating **on whom, how, and when** the paper was served. Defendant's filing omits this entirely. As a result, there is no proof in the record that his new requests for enforcement, contempt, sanctions, and medical decision-making authority were properly served in compliance with the rules. In light of the untimeliness, no sworn Declaration, and lack of a Certificate of Service, Plaintiff respectfully submits that Defendant's Reply should be given little or no weight and that the Court should decline to consider his new requests for affirmative relief raised in that defective filing.

Plaintiff respectfully submits that:

- The only **properly noticed issues** for the January 14, 2026, decision are Defendant's Motion to "Clarify" Winter Break and Plaintiff's duly-filed **Countermotion** (holidays, phone calls, and legal custody relief); and
- Defendant's late-filed requests for contempt, sanctions, medical tie-breaker in his favor, and vexatious-litigant treatment should be **disregarded** or, at most, deferred to a separate, properly-noticed proceeding if the Court believes there is any merit (which Plaintiff denies).

Plaintiff does not waive her procedural objections. Defendant's Reply/Opposition/Countermotion is untimely, unsupported by any sworn declaration, and lacks a Certificate of Service. It also improperly raises new issues and requests for relief that were not noticed in Defendant's original motion.

Without waiving these objections, and in an abundance of caution, Plaintiff briefly addresses certain allegations below so that the record is not left one-sided if the Court elects to consider Defendant's defective filing.

The EDCR 5.501 briefing schedule contemplates a motion, an opposition (and any countermotion), and a reply, **no further briefing**, and does not authorize a party to expand the scope of the motion and seek new affirmative relief for the first time in reply.

II. REPLY REGARDING WINTER BREAK "CLARIFICATION"

A. Defendant's Request Is Not a Clerical "Clarification" but a Substantive Modification of an Unambiguous Provision

Defendant recasts his request as a narrow, mechanical "harmonization" of the Divorce Decree[5] with the later FFCL[6].

That characterization is legally inaccurate.

1. The Winter Break provision was drafted, litigated, and construed under the 2021 Divorce Decree. At trial on October 15, 2024, the Court expressly stated on the record that the Winter Break language is "not ambiguous, just inconvenient." The Court thus already decided the interpretive question.
2. Under Nevada law, including *McMonigle v. McMonigle, 110 Nev. 1407, 1408–09, 887 P.2d 742, 743–44 (1994)* and its successor cases, once the Court has interpreted an unambiguous custody/holiday provision, later attempts to recast that interpretation as a "clarification" under NRCP 60(a) are improper where they change the substantive rights of the parties rather than correct a clerical error.

//

[5] See *Divorce Decree*, filed December 8, 2021.
[6] See *FFCL* filed January 2nd, 2025.

3. Defendant's proposed language replacing "first Wednesday in January, the normal exchange day" with "9:00 a.m. on the first regular school day after Winter Break ends", does not merely correct a citation or typographical error. It reshapes the actual time at which Winter Break ends and, in practice, ensures that he retains Christmas for all years under the new FFCL custodial schedule. That is a modification, not a clerical clarification.

Defendant's own proposed holiday schedule further illustrates this imbalance. In his filing, he selects for himself **both Spring Break and Thanksgiving for the upcoming year**, even though he already has those same holidays for the current year (DEF Ex. 15). In other words, rather than proposing an alternating or neutral rotation, he attempts to stack consecutive years of major school breaks (Spring Break and Thanksgiving) in his favor. This is inconsistent with the spirit of the original Decree, which contemplated alternating holiday time so that both parents and [redacted] would share in major holidays over time. It also undermines Defendant's claim that he is merely seeking a "balanced" or "default" schedule; in practice, his proposal consolidates high-value holidays with the primary custodian and further reduces Plaintiff's already limited holiday time.

The fact that the later FFCL changed the "normal exchange day" from Wednesday to Monday does not magically convert a previously unambiguous clause (that the Court already refused to rewrite) into an ambiguity now subject to NRCP 60(a). If the new Monday-exchange framework creates an outcome that Defendant considers "inconvenient," the proper vehicle is a modification based on best interest and changed circumstances, not a 60(a) "clarification" years after entry.

//

//

B. Defendant's Reliance on "Continuing Jurisdiction" Is Overstated

Defendant invokes the Court's "continuing jurisdiction" to interpret its orders[7]. It is correct that the family court retains continuing jurisdiction over custody, visitation, and holiday issues. But that continuing jurisdiction is constrained:

- It must be exercised consistently with issue preclusion / law-of-the-case when the Court has already decided that a provision is unambiguous; and
- It must respect the substantive standards for modification, including NRS 125C.0035 and the relevant case law, rather than using NRCP 60(a) as a back door.

The Court may interpret its orders; it may not use "interpretation" to **do indirectly what the law does not allow directly**, rewrite a holiday provision after the fact without best-interest findings.

III. DEFENDANT'S ARGUMENT ABOUT PENDING APPEAL AND *MACK-MANLEY* IS LEGALLY INCONSISTENT

Defendant argues that, because the January 2, 2025, FFCL is on appeal, the Court should leave the holiday schedule "substantially status quo" and be "cautious" under *Mack-Manley*, suggesting that Plaintiff's requested modifications may be beyond the Court's authority[8]. There are several legal problems with that position:

1. Nevada district courts retain jurisdiction during a custody appeal to enter further orders affecting the child, so long as they do not directly undermine the appellate court's ability

[7] See *Defendant's RPLY to OPP to his MOT to Clarify Winter Break; OPP to CMOT to Revise Holiday Provisions and to Modify Legal Custody* filed 12.07.25, **pg. 6, line 5**.
[8] See *Defendant's RPLY to OPP to his MOT to Clarify Winter Break; OPP to CMOT to Revise Holiday Provisions and to Modify Legal Custody* filed 12.07.25, **pg. 9, lines 23-28**.

2. to review the judgment. Child-related issues are uniquely subject to continuing jurisdiction in light of the child's evolving best interests.[9]

3. Defendant himself asks this Court, during the same appeal, to:

    - Adopt his own Holiday Schedule;
    - Grant him new medical/dental tie-breaker authority;
    - Enforce and expand "no-recording" limitations; and
    - Potentially designate Plaintiff as a vexatious litigant in this family case.

4. Those are far more intrusive post-judgment modifications than Plaintiff's request to correct holiday imbalances and address current medical decision-making problems.

5. Defendant cannot simultaneously contend that the Court has no authority to grant Plaintiff's relief because of the appeal, yet does have authority to grant his own new medical tie-breaker and sanctions. The Court's jurisdiction does not depend on which party is asking.

Plaintiff's Countermotion is grounded squarely in post-FFCL conduct (school-access obstruction, cancellations of medical appointments, delayed treatment for diagnosed gingivitis and cavities, manipulation of holiday calendars such that Defendant always retains Christmas). Those are new facts and changed circumstances properly within the Court's continuing jurisdiction over [redacted] best interests.

//

//

//

[9] See *Mack–Manley v. Manley*, 122 Nev. 849, 856–58, 138 P.3d 525 (2006) (explaining that while a notice of appeal generally divests the district court of jurisdiction over the matters on appeal, **the court retains jurisdiction** to enter further orders affecting the child so long as those orders do not interfere with the Supreme Court's review of the judgment; child-related matters remain subject to the court's continuing jurisdiction in light of the child's evolving best interests).

IV. DEFENDANT'S COUNTERMOTION FOR CONTEMPT, SANCTIONS, AND VEXATIOUS-LITIGANT RELIEF IS LEGALLY DEFECTIVE

A. Contempt and Sanctions

Defendant asks for contempt and sanctions based on alleged violations of a "no-recording" order. The "no-recording" order on which Defendant relies states that **"the parent who has custody of the child during the call shall not monitor or record the calls.[10]"** Under the current call schedule, Defendant is the parent who has physical custody of [redacted] at the time the court-ordered calls are placed to Plaintiff. That language therefore primarily restricts **Defendant**, as the custodial parent during the calls, from monitoring or recording what occurs on his end. It does not bar Plaintiff, who is the non-custodial parent during those calls, from preserving brief recordings where she reasonably believes they are necessary to document [redacted] emotional state or statements for medical and legal purposes. Defendant's own filings also acknowledge that **he has recorded calls with [redacted] while she was in his physical custody**, while now asking the Court to hold Plaintiff in contempt under that same order. This shows a broader pattern in which Defendant engages in certain conduct himself and then seeks to attribute it to Plaintiff and punish her for it.

Contempt requires a clear, definite and specific order, willful non-compliance, and proper notice and an opportunity to be heard in a **noticed contempt proceeding**. Indirect contempt, for alleged violations outside the Court's presence, must be initiated by a separate, properly noticed proceeding under **NRS Chapter 22**, typically supported by a sworn affidavit and an order to show cause, not by a passing request embedded in a reply brief.

//

//

[10] See *Divorce Decree*, filed December 8, 2021, pg. 13 ¶ 9.6.

For these reasons, Plaintiff respectfully requests that the Court **deny** Defendant's contempt and sanctions requests and, if the Court believes additional guidance about future recordings is necessary, limit any order to **clear, prospective guidance** rather than punitive relief.

B. Vexatious-Litigant Relief

Defendant suggests that the Court "consider… whether Plaintiff should be deemed a vexatious litigant.[11]"

This suggestion is legally defective:

1. A vexatious-litigant designation is an **extraordinary remedy** that restricts access to the courts. Nevada law requires a **separate motion, notice, an evidentiary basis, and specific findings** that a party has engaged in a longstanding pattern of **frivolous, harassing, or meritless litigation[12]**.
2. Plaintiff's filings have been directed to central issues in this case: legal custody, holidays, medical decision-making, and school access, involving the parties' minor child. They are not frivolous; they are the only means Plaintiff has to address conduct she believes is harming [redacted] relationship with her and delaying necessary medical care.
3. Raising "vexatious litigant" as a rhetorical theme inside a reply is prejudicial and does not meet the procedural or substantive requirements for that remedy.

The Court should **disregard** Defendant's vexatious-litigant request entirely or, at minimum, state that any such relief would require a **separate, properly-noticed proceeding** that Plaintiff would strongly oppose.

//

[11] See *Defendant's RPLY to OPP to his MOT to Clarify Winter Break; OPP to CMOT to Revise Holiday Provisions and to Modify Legal Custody* filed 12.07.25, **pg. 26, lines 17-22**

[12] See NRCP 7(b) and EDCR 5.501

V. MEDICAL / DENTAL DECISION-MAKING: DEFENDANT'S REQUEST FOR HIS OWN TIE-BREAKER IS LEGALLY AND FACTUALLY UNSUPPORTED

Defendant asks the Court to deny any adjustment in Plaintiff's favor and instead grant limited medical/dental decision-making authority to Defendant[13].

This request suffers from both legal and factual defects:

1. Legally, a medical tie-breaker or shift in decision-making authority is a modification of legal custody. Under Nevada law (including *Kelley v. Kelley*), the Court must:

- Consider the seriousness of the risk from delay or inaction;
- Evaluate which parent has more consistently followed the treating providers' recommendations; and
- Determine which parent is more likely to provide complete, accurate information and act in the child's best interest.

2. Factually, Plaintiff's evidence and Defendant's own admissions show that:

- [redacted] was diagnosed on November 7, 2025, with full-mouth gingivitis and cavities; (PLNTF Ex. 4: 015-017)
- A long-scheduled six-month cleaning at Mountain's Edge (booked on May 12, 2025, for November 21, 2025) could have addressed the gingivitis without new x-rays, but that appointment was moved at Defendant's request to December 1, 2025, and then cancelled by him unilaterally, delaying care; (PLTF Ex.12:085)
- Defendant attached a photograph of [redacted] gums looking pink and "healthy" and suggests this contradicts Plaintiff's exhibit showing inflamed, bleeding gums. **The timing matters**. Plaintiff's photo of bleeding gums was taken on November 21, 2025 (PLNTF

[13] See *Defendant's RPLY to OPP to his MOT to Clarify Winter Break; OPP to CMOT to Revise Holiday Provisions and to Modify Legal Custody* filed 12.07.25, **pg. 24, lines 16-18**

Ex. 2A). Defendant's photo was taken on December 5, 2025, after the child was treated. (DEF Ex. 7). Using an after-treatment photo to imply that there was no earlier inflammation or bleeding is misleading and does not rebut the contemporaneous evidence of her condition prior to treatment or the written diagnosis of full-mouth gingivitis on November 7, 2025 (PLNTF Ex. 4). In other words, Defendant's own exhibit supports that [redacted] looks better **after** the very treatment he delayed from November 21 to December 4; it does not undermine the reality of her earlier symptoms or the need for timely care.

- Defendant repeatedly accuses Plaintiff of "unilaterally" setting up appointments and "dragging" [redacted] to multiple providers, but the written record shows the opposite. Plaintiff notifies Defendant of proposed dates and times, asks if they work for him, and adjusts when he requests changes. By contrast, Defendant has cancelled and rescheduled appointments previously agreed upon on Plaintiff's custodial time, with minimal notice and without her consent, and has scheduled his own "quick consult" appointments without prior coordination (PLTF Ex.12:087). His projection of unilateral behavior onto Plaintiff is not supported by the TalkingParents messages or the appointment history and should not be credited as a basis for granting him medical decision-making authority.
- At the December 4, 2025, "last-minute" appointment, the treating dentist explained that she needed her own x-rays to make a full diagnosis and that the radiation dose was "less than what you would get from going outside"; Defendant refused the x-rays and signed a refusal form, forcing the dentist to treat all six cavities acknowledging that [redacted] "**could have decay that is not visible without an x-ray.**" Defendant was "**aware that Dr. Noura Rezapour cannot make a full diagnosis as she cannot see what's going on between the teeth**." (PLNTF Ex. 11).

Defendant was thus expressly informed that declining X-rays would prevent the dentist from accurately assessing the extent of decay. These are not the actions of a parent who should be rewarded with unilateral decision-making power. If anything, they underscore Plaintiff's concern that Defendant is using "in-network" and "duplicate x-ray" arguments to micro-manage and obstruct the very providers charged with caring for [redacted]

Furthermore, Defendant's suggestion that Plaintiff "misled" him by referring to "two deep cavities" is not supported by the record. He concedes that the November 7, 2025, Culinary/Durango x-rays showed six cavities, not two, and that Adventure Smiles agreed to rely on those existing films. Plaintiff provided him the Culinary/Durango paperwork and Defendant admits that he personally contacted Culinary/Durango office and obtained x-rays. He then personally communicated with Elite, Mountain's Edge, and Adventure Smiles to discuss [redacted] treatment and network status. His own Reply further quotes Plaintiff as explaining that the Elite appointment was scheduled so the deep cavities could be treated "sooner rather than later."

Under these circumstances, Defendant cannot plausibly claim that he was unaware of the full scope of the diagnosis or that Plaintiff concealed four cavities from him; at most, he is attacking Plaintiff's shorthand description in TalkingParents while ignoring the written diagnostic records and his own direct communications with each provider. Any alleged "omission" in a casual message is immaterial where Defendant had the same films, the same written diagnosis, and independently confirmed with providers that all six cavities were scheduled to be filled on December 8.

Defendant further asserts that in 2021 Plaintiff "makes up fake doctors notes and misstates truth to Defendant," citing a mask-accommodation note from a provider who is a chiropractor working within a family-medicine practice (DEF Ex. 9). That accusation is both inflammatory and unsupported. The note at issue is a genuine provider note, issued on practice

letterhead, recommending that the minor child be permitted to wear a face shield in lieu of a mask. Plaintiff did not fabricate that document, and Defendant identifies no evidence that it is anything other than what it appears to be: a real accommodation note from a licensed treating provider.

To the extent Defendant now disagrees with the provider's credentials or with the substance of the school-mask accommodation, that disagreement does not convert a legitimate medical note into a "fake" document or a "misstatement." Plaintiff provided the note and underlying paperwork to Defendant at the time. This kind of rhetoric, labeling valid medical documentation as "fake" simply because it does not advance Defendant's litigation position, illustrates the same pattern seen elsewhere in the record: when Plaintiff follows provider recommendations that he later decides he dislikes, he responds by attacking her honesty rather than acknowledging the actual medical records.

The combination of delaying a long-scheduled cleaning, cancelling and rescheduling appointments on Plaintiff's time without agreement, refusing updated X-rays despite the dentist's written warning that she could not accurately assess the decay without them, and then relying on a post-treatment photo to suggest there was no real problem, reinforces Plaintiff's concern that Defendant is managing these issues in a way that obscures rather than clarifies [redacted] true medical needs.

At a minimum, the record does not support Defendant's claim that he is the parent who better follows providers' recommendations, communicates fully and accurately, or avoids delay. The Court should deny his request for medical/dental tie-breaker authority.

//

//

//

VI. "PRIMARY PHYSICAL CUSTODIAN" STATUS DOES NOT CHANGE JOINT LEGAL CUSTODY

Throughout his Reply, Defendant repeatedly invokes his status as "primary residential" or "primary physical custodian" as if that status grants him greater legal authority to:

- Cancel appointments on Plaintiff's time;
- Dictate whether Plaintiff may attend school functions or be at [redacted] school; or
- Override Plaintiff's medical and dental decisions whenever he disagrees.

Under Nevada law, however:

- **Physical custody** addresses where the child lives and the timeshare;
- **Legal custody** addresses who makes major decisions about health, education, and welfare.

The Court awarded **joint legal custody**, not sole legal custody to Defendant. His "primary physical custodian" status does not grant him a unilateral veto over Plaintiff's participation in school events, medical and dental appointments, or decision-making. The pattern of demanding "written permission" for school attendance and cancelling medical appointments on Plaintiff's custodial days, without her consent, is inconsistent with joint legal custody and is precisely why Plaintiff has sought relief.

Defendant's own exhibit also shows that he has been involving school staff in an effort to limit or control Plaintiff's presence at [redacted] school. In the email he submitted, the school clerk expressly states: "Moving forward **I again ask that you please consult your legal counsel** with any questions that you may have regarding your custody **as school personnel do not get involved in custody disputes.** Our job is to follow the custody orders exactly as they are written." (DEF Ex. 5). Despite this clear instruction, Defendant has continued to frame Plaintiff's attendance at school events as something requiring his "permission" or written authorization,

even though the orders grant **joint legal custody** and do not restrict Plaintiff from attending school functions. This supports Plaintiff's concern that Defendant is using his primary physical status to overreach into legal-custody issues and to enlist third parties in a way that undermines Plaintiff's relationship with [redacted] rather than supporting cooperative co-parenting.

Defendant also repeatedly accuses Plaintiff of "not following protocol" when [redacted] is excused from school for a short period on special occasions, such as her birthday or Mother's Day. However, the attendance records he relies on show that those brief absences were **excused by the school**, not truancy or unapproved removals. At the same time, Defendant acknowledges keeping [redacted] out of school for comparable or longer periods for his own purposes while asserting that only he is "following protocol" when he makes that choice. This double standard does not reflect a genuine concern for [redacted] education; it reflects an effort to control and criticize Plaintiff's time with [redacted] even where the school itself has excused the absences.

Defendant's reliance on his "primary" status is also inconsistent with his contempt theory. The same orders he cites specify that **the parent with physical custody during the call** is the one prohibited from monitoring or recording; under the call schedule, that is Defendant, not Plaintiff.

Taken together, Defendant's admitted recording of calls while [redacted] is in his custody under a no-recording order, his unilateral cancellation and rescheduling of medical appointments on Plaintiff's time while accusing Plaintiff of doing so, and his refusal to follow the treating dentist's X-ray recommendations, these facts reflect a pattern of projection and gatekeeping, not a basis to award Defendant greater legal or medical decision-making authority.

VII. CONCLUSION

In sum, under the current orders Defendant would (a) retain **Christmas every year** because of how Winter Break now interacts with his third-weekend designation, and (b) his own

proposed schedule hold **back-to-back years of major school breaks** such as **Thanksgiving and Spring Break**, despite already having those holidays this year. When combined with his pattern of cancelling medical appointments on Plaintiff's time, refusing provider-recommended X-rays, restricting school access, and minimizing [redacted] telephone contact with her mother, this holiday structure further tips the balance of [redacted] time and important events sharply toward one parent.

Moreover, his own exhibit from the school clerk confirms that school staff have had to remind him that they "do not get involved in custody disputes" and simply follow the orders as written, yet he continues to treat Plaintiff's school attendance as something he can control or restrict, which is inconsistent with joint legal custody and [redacted] best interests. His pattern of involving school staff to question Plaintiff's presence on [redacted] insisting she needs his "permission" to attend school functions, and criticizing excused time out of school on Plaintiff's days while justifying longer absences on his own days further illustrates that these disputes are about control, not about [redacted] education or best interests.

Plaintiff respectfully submits that these circumstances warrant correction of the holiday schedule and careful reconsideration of legal custody and decision-making in [redacted] best interests.

//

//

//

//

//

//

//

//

VIII. REQUESTED RELIEF

For all the foregoing reasons, Plaintiff respectfully requests that the Court:

1. **Disregard** Defendant's untimely Reply or, at minimum, disregard any **new arguments and new requests for relief** raised for the first time in that Reply;
2. **Deny** Defendant's efforts to use NRCP 60(a) and "continuing jurisdiction" to substantively rewrite an unambiguous Winter Break provision that the Court has already construed as "not ambiguous, just inconvenient";
3. **Reject** Defendant's misapplication of the appellate-jurisdiction principles and recognize that, if the Court can entertain his post-judgment requests (tie-breaker, sanctions), it can also entertain Plaintiff's properly-noticed Countermotion based on **new facts and changed circumstances**;
4. **Deny** Defendant's Countermotion for contempt, sanctions, medical/dental decision-making authority in his favor, and any vexatious-litigant relief as procedurally improper and legally unsupported; and
5. Consider Plaintiff's Countermotion, including her requested holiday revisions, phone-call schedule adjustments, and legal-custody relief, on the merits, based on the actual evidence of post-FFCL conduct affecting [redacted] best interests.

Respectfully submitted,

DATED this 12th day of December 2025

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

SUPPLEMENTAL DECLARATION OF LUBA SNOW DACE IN SUPPORT OF PLAINTIFF'S REPLY AND OPPOSITION

I, Luba Snow Dace, declare under penalty of perjury pursuant to NRS 53.045 and 28 U.S.C. § 1746:

1. I am the Plaintiff in this matter. I have personal knowledge of the facts stated in this Declaration and, if called as a witness, could and would testify competently thereto.
2. I submit this Supplemental Declaration in support of (a) my Reply to Defendant's Opposition to Plaintiff's Countermotion, and (b) my Opposition to Defendant's Countermotion for Enforcement of "No-Recording" Order and Medical Decision-Making Authority set forth in Defendant's combined Reply/Opposition/Countermotion filed December 7, 2025.
3. On November 29, 2025, I filed and served my Opposition and Countermotion. According to the Court's e-filing system, Defendant's combined Reply/Opposition/Countermotion was not filed until December 7, 2025, at approximately 10:23 p.m., more than 7 days after my Opposition was filed.
4. Defendant's December 7, 2025, filing does not include any sworn declaration or affidavit supporting his factual allegations, and it does not contain a certificate of service indicating on whom, how, and when his filing was served.
5. **Long-scheduled Mountain's Edge cleaning.** At [redacted] May 12, 2025, check-up at Mountain's Edge Pediatrics, the office scheduled her routine six-month cleaning for November 21, 2025. A true and correct copy of the TalkingParents messages confirming appointment is attached as **Plaintiff's Exhibit 9, bate stamp: 033, 038**.
6. After that appointment was set, Defendant asked that the cleaning be moved to my custodial time and to an earlier hour so [redacted] would not miss school. At his request, I

rescheduled the cleaning to December 1, 2025, at 7:30 a.m., still at Mountain's Edge. A true and correct copy of the TalkingParents messages reflecting his request and my adjustment is attached as **Plaintiff's Exhibit 9, bate stamp: 036**.

7. Without my agreement, Defendant later cancelled the December 1, 2025, Mountain's Edge cleaning and unilaterally moved it to December 4, 2025, providing less than 11 hours' notice of the change. A true and correct copy of the TalkingParents messages showing his cancellation and rescheduling is attached as **Plaintiff's Exhibit 12 bate stamp: 085.**
8. On November 7, 2025, [redacted] was seen at the Durango/Culinary clinic. She was diagnosed in writing with full-mouth gingivitis and cavities. The paperwork states that she had cavities and generalized gingivitis. A true and correct copy of the November 7, 2025, Durango/Culinary records is attached as **Plaintiff's Exhibit 4**.
9. After the November 7 visit, I provided Defendant with the Durango/Culinary paperwork same day. On information and belief, Defendant also obtained the x-rays and records directly from Culinary/Durango. In his own filings, he acknowledges speaking directly with Culinary/Durango, Elite, Mountain's Edge, and Adventure Smiles about [redacted] treatment and network status.
10. When I picked [redacted] up on November 21, 2025, after 12 consecutive days in Defendant's care, her gums were visibly inflamed and bleeding on both the upper and lower gums. I took photographs that evening documenting her condition. A true and correct copy of those photographs are attached as **Plaintiff's Exhibit 2A**.
11. Defendant has submitted a photograph of [redacted] healthy gums that was taken on December 5, 2025, at 7:18 AM. **Defendant's Exhibit 7**.

12. [redacted] received cleaning treatment for gingivitis on December 4, 2025, at 8 AM at Adventure Smiles. His photo therefore shows her gums after treatment, not before. **Plaintiff's Exhibit 12 bate stamp: 086, 087.**
13. At the December 4, 2025, appointment, the treating dentist explained that she needed updated x-rays to assess how deep each cavity was and that the radiation dose was extremely small, less than what a person receives from being outside. She stated in writing that without updated x-rays she could not make a full diagnosis and that there could be decay not visible without an x-ray. Defendant declined to permit new x-rays and signed a written refusal form acknowledging that the dentist could not see what was going on between the teeth. A true and correct copy of the X-ray refusal form is attached as **Plaintiff's Exhibit 11**.
14. The additional cavities now discussed were not "newly created" by any subsequent dentist. They were visible on the original November 7 Durango/Culinary films. The dentist at Adventure Smiles explained that the copies of those films she received were blurry and that, from her standpoint, she would prefer to take her own x-rays to accurately assess depth, but Defendant declined.
15. In TalkingParents messages, I sometimes described [redacted] as having "two deep cavities" needing treatment sooner rather than later. That shorthand description was based on the Durango/Culinary paperwork and was never intended to conceal the total number of cavities shown on the films. Defendant had the same written diagnosis and x-rays that I had, and he independently contacted the offices involved.
16. I do not schedule overlapping or unnecessary appointments. When I arrange medical or dental visits, I inform Defendant of the date and time through TalkingParents, ask whether it works for him, and, if he requests changes, I adjust the appointment.

17. By contrast, Defendant has cancelled or rescheduled appointments set on my custodial time, such as the December 1 Mountain's Edge cleaning, without my agreement and with minimal notice, and has scheduled last-minute appointment without prior consultation.
18. Divorce Decree, pg. 13 ¶ 9.6. states that the parent who has custody of the child during the call shall not monitor or record the calls. Under the Court-ordered schedule, Defendant has physical custody of [redacted] at the time he initiates the calls to me. In his filings and communications, Defendant has acknowledged recording calls while [redacted] was in his custody. Any brief recordings I have made were for the purpose of documenting [redacted] emotional state and statements in the context of serious medical and legal concerns, not for harassment or dissemination.
19. Defendant has contacted school staff multiple times questioning my presence at [redacted] school and asserting that I am not following "protocol" when [redacted] is excused from school for short periods on special occasions such as my birthday or Mother's Day. The school's written responses show that (a) the absences were excused, and (b) the school clerk has reminded Defendant that school staff do not get involved in custody disputes and simply follow the custody orders as written. Copy of this communication is submitted by Defendant as **Defendant's Exhibit 5.**
20. In his proposed holiday schedule, Defendant selects for himself both Spring Break and Thanksgiving for the next year, in addition to the year in which he already has those holidays, effectively stacking major school breaks back-to-back in his favor.
21. Based on the foregoing, I am concerned that Defendant's pattern of cancelling appointments on my custodial days, refusing provider-recommended x-rays, seeking to control my attendance at school events, minimizing [redacted] telephone contact with me,

and consolidating holidays in his favor is not in [redacted] best interests and is inconsistent with the spirit of joint legal custody.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 12th day of December 2025, in Las Vegas, Nevada.

Respectfully submitted,

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

CERTIFICATE OF SERVICE

The undersigned, Luba Snow Dace, hereby certifies that on this 12th day of December 2025, I served a true and correct copy of the foregoing **Plaintiff's Reply to Defendant's Opposition to Plaintiff's Countermotion; Opposition to Defendant's Countermotion for Enforcement of 'No-Recording' Order and Medical Decision-Making Authority; and Request to Disregard Untimely Reply** 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)

DATED this 12th day of December 2025.

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

Electronically Filed
12/12/2025 6:45 PM
Steven D. Grierson
CLERK OF THE COURT

ENRIQUE IVAN VELAZQUEZ-GONZALEZ
[redacted]

DISTRICT COURT
CLARK COUNTY, NEVADA
FAMILY DIVISION

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

DEFENDANT'S OBJECTION TO PLAINTIFF'S "REPLY TO DEFENDANT'S OPPOSITION"
AND, IN THE ALTERNATIVE, LIMITED SUR-REPLY

Defendant, ENRIQUE IVAN VELAZQUEZ-GONZALEZ ("Defendant"), appearing in proper person, hereby objects to Plaintiff's "Reply to Defendant's Opposition to Plaintiff's Countermotion" ("Plaintiff's Reply") and, only in the alternative if the Court elects to consider it, submits this limited Sur-Reply.

I. OBJECTION TO PLAINTIFF'S REPLY

1. No further reply was authorized, and Plaintiff herself invoked a 14-day reply period.

   Plaintiff's November 28, 2025 Opposition/Countermotion expressly stated that Defendant "has 14 days to file a reply." Defendant relied on that representation and filed his combined Reply and Countermotion on December 7, 2025—nine (9) days after service, and well within the 14-day period Plaintiff herself told the Court applied.

   Having invited a 14-day reply timeline in her own Opposition, Plaintiff now argues that EDCR 5.501 provides only seven (7) days and urges the Court to disregard Defendant's December 7 reply as "untimely." Defendant respectfully submits that Plaintiff should not be allowed to benefit from her own inconsistent positions. Defendant's reply was filed within the very timeframe Plaintiff represented to the Court.

2. The rules do not contemplate a reply to a reply.

   EDCR 5.501 and the related briefing provisions address motions, oppositions, and replies. They do not authorize a further "reply" to an opposing party's reply brief. Plaintiff has now filed exactly that: a second round of briefing raising new factual assertions and new arguments about dental care, joint legal custody, and school events.

   Defendant therefore respectfully requests that the Court:

   - Strike Plaintiff's Reply as unauthorized; or
   - In the alternative, disregard any new factual allegations and legal arguments raised for the first time in Plaintiff's Reply, and decide the motion based on the original Motion, Opposition/Countermotion, and Defendant's December 7, 2025 Reply.

3. If the Court considers Plaintiff's Reply, fairness requires allowing a limited Sur-Reply.

   Plaintiff's Reply raises new factual claims that go well beyond the issues joined in the original motion and opposition, including:

   - A new, detailed dental timeline blaming Defendant for "delays" in treating alleged full-mouth gingivitis and "deep cavities;"
   - A new characterization of Adventure Smiles' x-ray recommendations and the impact of Defendant's refusal of repeat x-rays; and
   - New arguments regarding joint legal custody and school-event attendance.

   To the extent the Court considers those new issues, Defendant respectfully asks leave to submit the following limited Sur-Reply so that the record is not one-sided.

II. LIMITED SUR-REPLY (IF COURT CONSIDERS PLAINTIFF'S REPLY)

Without waiving his objection, and only if the Court considers Plaintiff's Reply, Defendant offers the following clarifications.

A. Mountain's Edge, Durango/Culinary, Elite, and Adventure Smiles

Plaintiff continues to present a narrative that Defendant "pushed out" care and caused additional gingivitis, when the written records and actual sequence show the opposite.

1. Mountain's Edge was out of network and could not fill the cavities.

The December 1, 2025 Mountain's Edge visit was a cleaning-only appointment at an out-of-network office. When Defendant called, staff confirmed that Mountain's Edge:

- Could not perform the fillings because of network limitations; and
- Would only be doing a cleaning there, not treating any cavities.

Under Plaintiff's plan, [redacted] would have been:

- Examined, scaled, and x-rayed at Culinary/Durango on November 7;
- Cleaned at Mountain's Edge (out of network, no fillings); and
- Examined and x-rayed again at Elite as a third "new patient" before any fillings would actually be done.

That is three offices, multiple redundant services, and no definite date for when all cavities would be treated.

2. Defendant consolidated care to one in-network office, which is exactly what happened.

Once Defendant learned Mountain's Edge could not treat the cavities and that Elite intended yet another new-patient exam and x-ray set only two weeks after Culinary, he changed course for [redacted] benefit. He:

- Identified Adventure Smiles, an in-network provider between the parties' homes and two blocks from [redacted] school;
- Confirmed they would accept the existing November 7 Culinary/Durango x-rays instead of immediately repeating imaging; and
- Confirmed they could do both the cleaning and the fillings in one office instead of sending [redacted] to three different practices.

The brief December 4 Adventure Smiles consultation—which Plaintiff now characterizes as "last-minute" and "disruptive"—was scheduled because Plaintiff was again claiming "urgency" to the Court and providers. At that consult:

- The dentist reviewed the Culinary films and confirmed there were six cavities, not the "two deep cavities" Plaintiff repeatedly mentioned in TalkingParents;
- The parties agreed that all six would be filled on December 8; and
- The dentist agreed to proceed using the Culinary films rather than taking another full set of x-rays at that moment.

All six cavities were filled at Adventure Smiles on December 8, 2025. There is no gap where [redacted] was left untreated for months because of Defendant's actions. The only "delay" is measured against Plaintiff's inefficient three-office plan, which was neither medically necessary nor financially sensible.

3. Plaintiff omitted four cavities from her TalkingParents updates and then left out Defendant's full response in her exhibit.

The Culinary/Durango x-rays showed six carious lesions. Plaintiff repeatedly told Defendant (and now tells the Court) there were only "two deep cavities." She never disclosed the other four cavities in TalkingParents, and she did not include Defendant's full, detailed December 8, 2025 reply in her exhibit.

Defendant's omitted message (filed herewith as Exhibit 1__) explains, among other things:

- That he learned at Adventure Smiles there were six cavities on the November 7 films, not just the two she had mentioned;
- That he insisted all six be filled at the December 8 appointment;
- That Adventure Smiles did not diagnose "full-mouth gingivitis" but described [redacted] gums as "a little mad" and in need of better brushing; and
- That his goal has been to keep [redacted] in-network, minimize duplicate radiation, and make sure *all* known cavities were treated, not just the two Plaintiff emphasized.

Plaintiff's selective quotation of that exchange leaves the Court with an incomplete and misleading picture of the dental timeline and of Defendant's decision-making.

4. The "bleeding gums" photo was taken late at night after an aggressive scaling, not as a neutral snapshot of 12 days with Father.

Plaintiff continues to rely on a photograph of [redacted] mouth as proof of "severe gingivitis" after time with Defendant. The timestamp on the image shows it was taken at approximately 10:00 p.m., after an aggressive scaling and clean-up at Culinary/Durango—exactly the kind of treatment that can temporarily cause redness and bleeding even in otherwise healthy gums.

By contrast, photos and the December 4 Adventure Smiles notes show significantly improved gums once [redacted] care was consolidated and she had a proper cleaning and filling plan. Characterizing the post-procedure image as proof of what 12 days with Father allegedly did to [redacted] mouth is inaccurate and unfair.

B. X-Rays and the December 4 Refusal Form

At Adventure Smiles, the dentist explained that, given the recent Culinary films:

- She could either proceed by treating based on the six lesions already visible on those November 7 images; or
- Take a new full set of x-rays if the parties did *not* want to fill all six at once.

Defendant elected to:

- Proceed with fillings on all six cavities based on the existing Culinary films; and
- Decline an immediate extra full set of x-rays so soon after Culinary and in the context of Plaintiff's prior plan for yet another new-patient x-ray set at Elite.

That is why Defendant signed the refusal form. It was not a refusal to treat, but a refusal to expose [redacted] to additional radiation when the existing films were adequate to proceed with filling all six cavities. The suggestion that this somehow made treatment "more invasive than necessary" is backwards: filling all six known cavities now, based on recent x-rays, avoids more drilling and imaging later.

C. Joint Legal Custody and School Events

Defendant has never claimed that being primary physical custodian gives him "sole" legal custody. He agrees that the parties share joint legal custody and that they must both be informed and participate in major decisions.

Where they differ is in what joint legal custody permits:

- Defendant believes it does not allow one parent to schedule overlapping exams and x-rays at multiple offices, selectively report only part of a diagnosis, and then accuse the other parent of violating joint legal custody when he consolidates care at a single in-network provider.

- Regarding school events, Defendant did not "demand written permission" for Plaintiff to be on [redacted] He relayed the school's initial guidance from its legal department at the time and proposed alternating some events to reduce conflict and anxiety for [redacted] The later email from the clerk clarified the school's interpretation; Defendant accepted that clarification. His goal has been to minimize tension at events in front of [redacted] not to bar Plaintiff from the [redacted]

III. CONCLUSION

For the reasons above, Defendant respectfully requests that the Court:

1. Sustain his objection and strike or disregard Plaintiff's unauthorized Reply;
2. In the alternative, if the Court considers Plaintiff's Reply, also consider this limited Sur-Reply so the record is complete; and
3. Grant such other and further relief as the Court deems just and appropriate.

DATED this _12th__ day of December, 2025

/s/ ENRIQUE IVAN VELAZQUEZ-GONZALEZ
ENRIQUE IVAN VELAZQUEZ-GONZALEZ
[redacted]
Las Vegas, Nv, 89143
[redacted]

[redacted]
Defendant, in Proper Person

Electronically Filed
12/14/2025 7:15 PM
Steven D. Grierson
CLERK OF THE COURT

NOTC
LUBA SNOW DACE
[redacted]
Las Vegas NV, 89178
[redacted]

EIGHTH JUDICIAL 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

PLAINTIFF'S NOTICE REGARDING EDCR 5.502(f) AND PARTIAL WITHDRAWAL OF REPLY SECTION

COMES NOW Plaintiff, LUBA SNOW DACE ("Plaintiff" or "Luba"), appearing in proper person, respectfully submits this limited notice regarding her "Plaintiff's Reply in Support of Her Countermotion to Revise Holiday Schedule and Modify Legal Custody; Opposition to Defendant's Countermotion; and Request to Disregard Untimely Reply" filed December 12, 2025.

//

//

//

//

1. Plaintiff understands that **EDCR 5.502(f)** provides that, while the party filing the initial motion may file a reply within 7 days after service of the opposition, "absent leave or direction of the court, **no reply to an opposition to a countermotion shall be filed**."
2. Plaintiff's December 12, 2025 filing had three purposes: **(a) to reply to Defendant's opposition to Plaintiff's Countermotion**; (b) to oppose Defendant's newly asserted Countermotion for enforcement, contempt, and medical decision-making authority raised for the first time in his December 7, 2025 filing; and (c) to present supporting evidence and procedural objections (including untimeliness, lack of declaration, and lack of certificate of service in Defendant's filings).
3. To the extent the Court views **Section II** of Plaintiff's December 12, 2025, filing (titled "Reply in Support of Plaintiff's Countermotion") as a reply to an opposition to a countermotion within the meaning of EDCR 5.502(f), Plaintiff hereby **withdraws that section**, and does not request that the Court consider it as a separate reply brief on the countermotion.
4. Plaintiff respectfully requests, however, that the Court still:

   (a) Treat the December 12, 2025, filing as a proper Opposition to Defendant's Countermotion and as presenting Plaintiff's procedural objections to Defendant's untimely and unsupported reply; and

   (b) Consider the Supplemental Declaration of Luba Snow Dace and attached exhibits filed on December 12, 2025, as part of the evidentiary record relevant to the issues properly before the Court, including the Winter Break holiday structure, telephone-contact provisions, medical decision-making, and legal custody.
5. Plaintiff does not seek additional briefing or to delay the Court's in-chambers decision. She files this notice solely out of **respect for EDCR 5.502(f)** and to clarify that she does

not insist on a separate reply brief beyond what the rules permit, while still preserving her opposition to Defendant's newly asserted requests for enforcement, contempt, and expanded medical decision-making authority.

6. Plaintiff is mindful that there have been numerous filings in this case and is attempting to narrow, not expand, the issues before the Court; this limited notice is filed only to correct the procedural concern raised under EDCR 5.502(f).

Respectfully submitted,

DATED this 14th day of December 2025.

/s/Luba Snow Dace
LUBA SNOW DACE
[redacted]

T: [redacted]

CERTIFICATE OF SERVICE

The undersigned, Luba Snow Dace, hereby certifies that on this 14th day of December 2025, I served a true and correct copy of the foregoing **Plaintiff's Notice Regarding EDCR 5.502(f) and Partial Withdrawal of Reply Section** 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)

DATED this 14th day of December 2025.

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

D-18-575860-D Luba Dace, Plaintiff
vs.
Enrique Ivan Velazquez-Gonzalez, Defendant.

Department X

February 12, 2026 09:00 AM Minute Order

HEARD BY: Almase, Heidi **COURTROOM:** Chambers

COURT CLERK: Johnson, Jocyelyn

PARTIES PRESENT:

Luba Dace, Counter Defendant, Plaintiff, Not Present — **Pro Se**

Enrique Ivan Velazquez-Gonzalez, Counter Claimant, Defendant, Not Present — **Pro Se**

[redacted] **Gonzalez, Subject Minor, Not Present**

Dawm M Lozano, ESQ, Claimant, Not Present — **John W. Muije, Attorney, Not Present**

JOURNAL ENTRIES

MINUTE ORDER-NO HEARING HELD

NRCP 1 and EDCR 1.10 state the procedure in district courts shall be administered to secure the just, speedy, and inexpensive determinations in every action.

The Court FINDS this matter was scheduled for January 14, 2026 hearing (chambers/ no appearances) hearing on Defendant Enrique (Enrique) Velazquez-Gonzalez s November 15, 2025 Motion to Clarify Winter Break Holiday Provision and for Related Orders [593]; Plaintiff Luba (Luba) Dace s November 28, 2025 Opposition and Countermotion to Revise All Holiday Provisions and to Modify Legal Custody; and Limited Opposition to Defendant s OST and Request for Hearing; and [602]; and Enrique s December 7, 2025 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 [607].

The Court FINDS, on December 12, 2025 Luba filed Plaintiff s Reply to Defendant s Opposition to Plaintiff s Countermotion; Opposition to Defendant s Countermotion for Enforcement of No-Recording Order and Medical Decision-Making Authority; and Request to Disregard Untimely Reply [609].

EDCR 5.502(f), states: The party filing the initial motion may file a reply memorandum of points and authorities not later than 7 days after service of the opposition. Absent leave or direction of the court, no reply to an opposition to a countermotion shall be filed.

The Court FINDS Luba did not seek or receive permission to file a reply to an opposition to a countermotion. The Court FINDS the December 12, 2025 Plaintiff s Reply to Defendant s Opposition to Plaintiff s Countermotion; Opposition to Defendant s Countermotion et al. [609] is filed

Notice: Journal Entries are prepared by the courtroom clerk and are not the official record of the Court.

in violation of EDCR 5.503(f). Accordingly, the Court ORDERS the December 12, 2025 Plaintiff s Reply to Defendant s Opposition to Plaintiff s Countermotion; Opposition to Defendant s Countermotion et al. [609] SHALL be STRICKEN.

The Court FINDS Enrique requested new relief in his December 7, 2025 Reply. To prevent prejudice against Luba, the Court DECLINES to consider Enrique s new requests for relief in his December 7, 2025 Reply.

A copy of this minute order SHALL be served on the parties or their attorneys.

CLERK'S NOTE: The courtroom clerk emailed a copy of the minute order to the address on file or served via U.S. Mail to the last known address for both Parties and/or Counsel. (2/12/26 jj)

INTERIM CONDITIONS:

FUTURE HEARINGS:

Notice: Journal Entries are prepared by the courtroom clerk and are not the official record of the Court.

ELECTRONICALLY SERVED
2/17/2026 11:39 AM

Electronically Filed
02/17/2026 11:38 AM
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 SEPTEMBER 16, 2025 MOTION TO RECONSIDER ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY ET AL. [578];
AND
DENYING DEFENDANT'S SEPTEMBER 30, 2025 COUNTERMOTION [582];
AND
GRANTING *IN PART* DEFENDANT'S NOVEMBER 15, 2025 MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION AND RELATED ORDERS [593];
AND
DENYING PLAINTIFF'S NOVEMBER 28, 2025 COUNTERMOTION [602];
AND
VACATING THE JANUARY 14, 2026 AND JANUARY 28, 2026 HEARINGS

This matter was scheduled for January 28, 2026 (Chambers/ NO appearances) hearing on Plaintiff Luba (Luba) Dace's September 16, 2025 Motion to Reconsider Order Denying Plaintiff's Motion for Temporary Sole Medical Decision-Making Authority [578]; Defendant Enrique (Enrique) Velazquez-Gonzalez's September 30, 2025 Opposition and Countermotion for Attorney Fees and Costs [582]; and Luba's October 14, 2025 Reply [583].

This matter was further scheduled for January 14, 2026 hearing (Chambers/ NO appearances) hearing on Enrique's November 15, 2025 Motion to Clarify Winter Break Holiday

Provision and for Related Orders [593]; Luba's November 28, 2025 Opposition and Countermotion [602]; and Enrique's December 7, 2025 Reply [607].

Both parties represent themselves in proper person. However, Enrique was represented by his attorney of record, Amanda Roberts, in this in his September 30, 2025 Opposition and Countermotion.

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. Accordingly, this written order RESOLVES and VACATES the Chamber matters scheduled for January 14, 2026 and January 28, 2026.

Procedural History

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 stipulated to split Winter Break into two parts with the first part from the last day of school to December 26 at 12:00 PM and the second part from December 26 at 12:00 PM to the first Wednesday in January, the normal exchange day beginning 2022.[3] The parties further agreed, beginning 2022,

---

[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 (Post-Judgment) at p.37, ll.7-13 (filed January 2, 2025).

[3] See Stipulated Decree of Divorce at p.11-12, Article 9.4.7.

the parent having the child for the day of school before the Winter break would have the first segment of Winter Break; the other parent would have the second segment.[4] The parties stipulated Luba have Zoom video calls with the child during Enrique's custody time, including holiday and vacation, each Monday and Friday at 7:15 PM.[5]

Luba's child support obligation was ordered $301 per month effective January 1, 2025 based on her gross monthly income of $1,851.46.[6] Enrique was granted leave to claim the child for federal tax purposes each year beginning 2025.[7]

The Court declined Enrique's request to refer this matter for prosecution for parental abduction.[8] 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 abided by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court would purge the $1,000 sanction.[9]

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

---

[4] Id.

[5] Id. at p.13, Article 9.6.

[6] 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).

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

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

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

attorney fees, all of which were denied.[10]

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 et al. The matter is currently pending before the Nevada Supreme Court: Gonzalez v. Velazquez-Gonzalez, case number 90570.

On July 9, 2025 Luba, through counsel, filed a motion for an award of temporary sole legal custody for medical decision-making pursuant to *Rivero v. Rivero*[11] and *Wallace v. Wallace.*[12] Enrique timely opposed Luba's request on the basis she did not meet the *Kelley v. Kelley*[13] standard and asked the Court to defer ruling on the child's orthodontics until November, 2025 to allow the child to grow. After analysis pursuant *Myers v. Haskins*[14] and *Kelley v. Kelley*[15], the Court denied Luba's motion to modify temporary legal custody and request to set an evidentiary hearing on the basis she failed to establish adequate cause.[16] The

---

[10] 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).

[11] *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

[12] *Wallace v. Wallace*, 112 Nev. 1015, 922 P.2d 541 (1996).

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

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

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

[16] See Order Denying Plaintiff's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority et al. at p.7, ll.8- p.8, ll.1 (filed August 29, 2025).

Court further denied Luba's request to modify temporary legal custody to award her sole legal custody for the purpose of sole medical decision-making authority due to her failure to establish a *prima facie* case pursuant to *Kelley v. Kelley*.[17] Enrique's request to modify child support was granted upon a showing Luba's gross monthly income (GMI) increased more than twenty percent (20%), ordering Luba's child support obligation at $358 per month effective August 1, 2025.[18] Enrique was preliminarily awarded attorney fees upon the Court finding Luba's motion lacked legal points and authorities and significantly misstated the evidence and urgency of the matter.[19]

STANDARD OF REVIEW: TIMELINESS OF MOTION FOR RECONSIDERATION

On September 16, 2025, Luba filed her Motion for Reconsideration fourteen (14) days from service of the September 2, 2025 Notice of Entry of Order Denying Plaintiff's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority et al. EDCR 5.516(a) requires a motion for reconsideration be filed "within 14 calendar days after service of notice of entry of order". In this case, the Court FINDS Luba timely filed her September 16, 2025 Motion for Reconsideration.

STANDARD OF REVIEW: SUBSTANTIVE MERITS

Motions for reconsideration are not procedural vehicles to express discontent or to obtain a 'second bite at the apple'. Though, often without consideration for the standard of review for which motions for reconsideration are based, such motions are, with increasing

---

[17] Id. at p.11, ll.5-7.

[18] Id at p.16, ll.18-20.

[19] Id. at p.15, ll.8-20.

frequency, filed.

Motions for reconsideration must request a substantive alteration of a judgment and "not merely the correction of a clerical error, or relief of a type wholly collateral to the judgment," and may include newly discovered or previously unavailable evidence.[20] "A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[21] The Nevada Supreme Court has concluded a decision is "clearly erroneous" where: 1) there exist material errors in the proceedings or a mistake in law; 2) the judicial order is unsupported by any substantial evidence; or 3) the judicial order is against the clear weight of evidence.[22] In addition, *United States v. United States Gypsum Co.*,[23] states: "A finding is 'clearly erroneous' when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed."

To meet the "substantially different evidence" prong, it is insufficient to merely raise additional facts or law; rather, the new facts or law must "support[ ] a ruling contrary to the

---

[20] See *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 585-89, 245 P.3d 1190, 1195-97 (2010) and *Saticoy Bay, LLC, Series 34 Innisbrook v. Thornburg Mortgage Securities Trust 2007-3*, 138 Nev. 335, 343-44, 510 P.3d 139, 146 (2022).

[21] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997); see also *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976)("Only in very instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted.").

[22] *Russell v. Thompson*, 96 Nev. 830, 834, 619 P.2d 537, 539 (1980). See also 9 Wright and Miller, *Federal Practice and Procedures*; Civil Sec. 2605, and cases cited therein.

[23] 333 U.S. 364, 395, 68 S.Ct. 525, 542 (1948).

ruling already reached."[24] To meet the "clearly erroneous" prong, the district court must be "left with [a] definite and firm conviction that a mistake has been committed."[25]

ARGUMENT

In her motion for reconsideration, Luba requested the Court reconsider and vacate the August 29, 2025 order on the basis the Court applied the wrong legal standard in denying Luba's request for temporary sole medical decision-making authority. Luba alleged the Court is biased against her by ruling in Enrique's favor. Luba requested Court grant her initial requests and set the matter for evidentiary hearing. Luba further requested the Court reconsider the child support modification on the basis the Court did not consider Luba's income is variable nor did the Court consider Enrique's wife's income in the calculation. Luba also requested the new relief by requesting Enrique submit his wife's paystubs and proof of Enrique's insurance premium contributions.

In his opposition, Enrique first opposed reconsideration, arguing Luba argued her request for legal custody pursuant to *Rivero v. Rivero*[26], never addressing the *Kelley v. Kelley* factors. The Court, however, made an analysis pursuant to *Kelley* and denied Luba's request on the merits. Enrique also opposed Luba's statement the Court had to consider all of the best interest factors pursuant to NRS 125C.0035(4) because the factors set forth in *Kelley* are the relevant factors to Luba's request for temporary sole legal decision-making. Enrique opposed

---

[24] *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976).

[25] *Unionamerica Mortg. & Equity Tr. v. McDonald*, 97 Nev. 210, 211-12, 626 P.2d 1272, 1273 (1981) (quoting United States v. Gypsum Co., 333 U.S. 364, 395 (1948)).

[26] 125 Nev. 410, 430, 216 P.3d 213, 227 (2009).

Luba's request to enforce the communication provisions of the Decree of Divorce. Enrique additionally opposed Luba's request to consider his income in calculating child support, as Enrique is the primary custodial parent. Enrique further opposed Luba's request to use her hourly wage and hours she says she works rather than her paystubs to calculate her GMI. Enrique requested attorney fees pursuant to NRS 125C.250 due to Luba's refusal to withdraw her motion.

In her Reply, Luba reiterated her arguments. Luba stated she does not intend for her statements claiming the Court is biased against her to be construed as a motion for disqualification or recusal. Luba clarified she made her allegations the Court is biased against her or appears to be biased against her solely as one basis for reconsideration under NRCP 59(e) to demonstrate clear error or manifest injustice.[27]

ANALYSIS AND ORDER

1. Luba's Request for Reconsideration: Misapplied Legal Standard

Luba requested reconsideration of the denial of temporary sole legal custody on the basis the Court did not apply the *Kelley* standard. Luba stated the Court denied her request according to *Rooney v. Rooney*[28] and *Myers v. Haskins*[29] by requiring her to demonstrate a substantial change of circumstances and best interest of the child as though she sought to modify custody. Luba stated the misapplication of the law to a higher standard is an abuse of discretion warranting reconsideration or an evidentiary hearing to apply the *Kelley* factors.

---

[27] See Plaintiff's Reply to Defendant's Opposition et al. at p.8, ll.5-8 (filed October 14, 2025).

[28] 109 Nev. 540, 542, 853 P.2d 123, 124 (1993).

[29] 138 Nev. Adv. Op. 51, 513 P.3d 527, 534 (Ct. App. 2022).

In his Opposition, Enrique opposed Luba's request on the basis Luba argued her request for legal custody pursuant to *Rivero v. Rivero*[30], never addressing the *Kelley* factors. The Court, however, made an analysis pursuant to *Kelley* and denied Luba's request on the merits. Enrique also opposed Luba's statement the Court had to consider all of the best interest factors pursuant to NRS 125C.0035(4) because the factors set forth in *Kelley* are the relevant factors to Luba's request for temporary sole legal decision-making.

In her Reply, Luba stated she "framed the dispute under *Kelley* from the outset; [t]he motion specifically cited *Kelley* and the non-exhaustive factors the DISTRICT COURT must weigh…."[31]

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[32] The Court FINDS, in her thirteen-page July 9, 2025 motion,[33] Luba requested temporary modification of legal custody, which had no references to *Kelley* and did not address the Kelley factors in any manner. The time for Luba to first address and analyze the *Kelley* factors was in her initial

---

[30] 125 Nev. 410, 430, 216 P.3d 213, 227 (2009).

[31] See Plaintiff's Reply to Defendant's Opposition et al. at p.9, ll.4-8.

[32] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[33] The Court FINDS Luba referenced the *Kelley* decision in her Reply at p.5, ll.6-7 and fn.5 (citation)(filed August 14, 2025)(stating, without any analyses of the factors, "All factors in *Kelley v. Kelley* favor for the minor child to have two baby teeth extracted without further delay."). The nominal citation and conclusory statement appear in reference to Enrique's analyses of the *Kelley* factors in his July 31, 2025 Opposition. See Enrique's Opposition at pp.9-11 (filed July 31, 2025).

motion, not in a motion for reconsideration. The Court FURTHER FINDS the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. contains specific findings pursuant on each of the *Kelley* factors, which is the best interest of the child analysis.[34] The FINDS Luba's request for temporary sole legal custody pursuant solely to the *Kelley* factors was denied due to her failure to establish a *prima facie* case.[35] The Court further found Luba failed to establish adequate cause to set an evidentiary hearing for modification of temporary legal custody by establishing a substantial change of circumstances affecting the welfare of the child or that modification was in the child's best interest.[36]

Therefore, the Court FINDS Luba failed demonstrate findings are clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

The Court FINDS Luba did not demonstrate she discovered new facts or law that would support a ruling contrary to the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al.. The Court further FINDS Luba did not provide newly discovered evidence to support her request for reconsideration.[37] The Court also FINDS Luba failed to demonstrate the August 29,

---

[34] See Order Denying Plaintiff's July 9, 2025 Motion et al. at p.8, ll.15 – p.11, ll.3 (filed August 29, 2025).

[35] Id. at p.11, 5-7.

[36] Id. at p.7, ll.8 – p.8, ll.1.

[37] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

2. Luba's Request for Reconsideration for Modification of Custody: Preventive Treatment

Luba requested reconsideration of the Court's order on the basis she believed the July 28, 2025 email from her preferred orthodontic provider, Dr. Dougherty, was material evidence the Court did not properly consider. Enrique opposed Luba's request for reconsideration. Luba reiterated her argument in her Reply.

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[38] The Court FINDS the Court specifically considered Dr. Dougherty's July 28, 2025 letter.[39] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

---

[38] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[39] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9, ll.1-3 (filed August 29, 2025).

3. Luba's Request for Reconsideration for Modification of Custody: Mischaracterization of Preventive Treatment

Next, Luba requested reconsideration of this Court's order on the basis the Court did not give preventive orthodontic treatment the same weight as necessary treatment. Enrique opposed Luba's request for reconsideration. Luba did not address this issue in her Reply.

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[40] The Court FINDS there is a specific finding neither party provided evidence of risks involved with medically treating the child.[41] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

4. Luba's Request for Reconsideration of Modification of Custody: Best Interest Findings

Luba requested reconsideration of the Court's order on the basis the Court did not make specific findings regarding whether delaying treatment posed risk of harm to the child's dental health Enrique opposed Luba's request for reconsideration. Luba generally addressed this issue in her Reply.

---

[40] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[41] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.10 ll.22-27 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[42] The Court FINDS the Court specifically FOUND Luba did not demonstrate the child suffered harm if she did not receive immediate orthodontic treatment as recommended, and Luba did not demonstrate a substantial likelihood of serious harm if the parties wait and monitor the child's oral development with a re-evaluation.[43] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

5. Luba's Request for Reconsideration of Modification of Custody: Misstatement Regarding In-Network Appointment

Luba requested reconsideration of order on the basis the Court erroneously credited Enrique with being prudent in pursuing in-network treatment and faulting Luba for being uncooperative. Enrique opposed Luba's request for reconsideration. Luba generally reargued her position in her Reply.

//

//

---

[42] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[43] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9 ll.5-10 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[44] The Court FINDS it considered Luba's request for Dr. Dougherty's out-of-network cost of $8,000, Enrique's request for not one but two lower cost in-network treatment providers as a means to resolve the issue between the parties[45]. Therefore, the Court FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

6. Luba's Request for Reconsideration of Modification of Custody: Judicial Bias and Constitutional Rights Violations

Luba requested reconsideration of the Court's order on the basis there is a pattern or appearance of judicial bias against her in this case that create constitutional and due process concerns. Enrique opposed Luba's request on the basis a request for a ruling on judicial bias and impartiality must be raised in the district court pursuant to NRS 1.234(1) with a request for disqualification and noting Luba had not followed the statutory requirements.

In her Reply, Luba clarified she did not raise this issue for the purpose of disqualification or recusal of the Court, but rather to demonstrate the Court is biased against her or appears to be biased against her solely as one basis for reconsideration under NRCP 59(e) to

---

[44] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[45] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9 ll.10-17 (filed August 29, 2025).

demonstrate clear error or manifest injustice.[46]

To that end, Luba alleged the Court showed bias against her in the July 11, 2025 Order Denying Order Shortening Time by stating it "appears Luba may have once again unilaterally made a medical or dental appointment without adequate consultation."[47] Luba stated the Court showed bias when it gave weight and credibility to selected parts of Enrique's exhibits but dismissed or failed to address material parts of hers. Luba asserted the Court showed bias by holding her to the *Rooney* and *Myer* standards to modify custody while Enrique was credited with an unstated lower threshold. Luba contended the Court demonstrated bias against her by emphasizing Enrique's concerns about the costs of out-of-network coverage over the child's dental needs. Luba also alleged the Court showed bias against her by finding: "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,"[48] because the finding mischaracterizes the record.

The allegation of bias is serious and this Court does not take it lightly. The Court denies any bias or prejudice for or against either party. If Luba believes the Court is biased against her, the appropriate action is to file an Affidavit for Disqualification pursuant to NRS 1.234(1) and allow her request to be heard by the Chief Judge of the Eighth Judicial District Court.

//

---

[46] See Plaintiff's Reply to Defendant's Opposition et al. at p.8, ll.5-8 (filed October 14, 2025).

[47] See Plaintiff's Motion to Reconsider at p.7, ll.9-12, citing Order Denying Movant's Ex Parte Request for Order [at p.2, ll.7-8] (filed July 11, 2025) [557].

[48] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.7 ll.14-17 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[49] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

7. Luba's Request for Reconsideration: Modification of Child Support

Last, Luba requested reconsideration of the Court's order modifying child support on the basis the Court miscalculated her GMI; to wit: if the Court would consider Luba's hourly wage as while as stated hours worked while also failing to consider Enrique's wife's income as a factor. Enrique opposed Luba's request on the basis the Court's calculation of Luba's GMI was accurate based on Luba's paystubs.

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."

//

//

//

---

[49] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[50]

The Court FINDS Luba did not demonstrate a legal basis to demonstrate her paystubs do not show her accurate GMI. The Court FINDS Luba did not provide a legal basis to demonstrate the income of Enrique's wife is relevant to Luba's, the obligor's, child support calculation.

The Court further FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

Luba's Request for Enrique to Produce Verification of Insurance Premium Contributions

In her motion for reconsideration, Luba requested new relief: that Enrique provide verification of health insurance premium contributions. Enrique did not oppose this request.

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."

//

---

[50] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

The Court FINDS Luba did not provide legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba has the initial burden to demonstrate Enrique a periodic payment as ordered by moving for relief and filing a schedule of arrears pursuant to EDCR 5.508. The Court FINDS Luba has not filed a request for arrears or enforcement nor has she filed a schedule of arrears. Accordingly, the Court DENIES Luba's request for findings related to health insurance premium contributions. However, nothing in this Court's order precludes the parties from exchanging this information pursuant to this Court's order for the parties to share joint legal custody.

Luba's Request for Enrique to Produce His Wife's Paystubs

Also in her motion for reconsideration, Luba requested an additional form of new relief: that Enrique produce his wife's recent six (6) months of paystubs. Enrique opposed Luba's request on the basis his wife's income is not relevant to Luba's child support calculation. In her Reply, Luba asserted it is relevant to Enrique's claim he is in financial hardship.

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 legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba did not provide evidence to support her request for this findings or a basis to demonstrate why the finding is relevant to a specific order, i.e., for Enrique to have primary physical custody rendering Luba the sole obligor for child support purposes. Accordingly, the Court DENIES

Luba's request for Enrique to produce his wife's pay stubs.

Luba's Request for Findings Related to Health Insurance

In her Reply, Luba requested also requested new relief: that the Court make findings related to health insurance coverage for the child. Enrique did address Luba's new request for relief.

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 legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba did not provide evidence to support her request for this findings or a basis to demonstrate why the finding is relevant to a specific order. Accordingly, the Court DENIES Luba's request for findings related to health insurance coverage for the child.

Enrique's Countermotion for Award for Attorney Fees and Costs

Enrique requested Luba pay his attorney fees pursuant to NRS 125C.250. Luba opposed Enrique's request.

All motions and oppositions involving payment of money by a party must be supported by a Financial Disclosure Form (FDF) or an assertion in the motion or opposition there is no material change to the FDF filed within the prior 6 months.[51] Failure to file a timely, complete,

and accurate supporting FDF may be construed as an admission the positions asserted are not meritorious and grounds for adverse rulings and basis for sanctions pursuant to EDCR 5.507(g).

Notwithstanding the Court's denial of Luba's requests for reconsideration and the fact award for attorney fees and costs would be warranted, the Court FINDS Enrique did not file a FDF in support of his request. The Court FINDS the last FDF Enrique filed in this case was on August 1, 2025 [565] and there was no statement in his countermotion there were no material changes to that FDF. Accordingly, the Court DENIES Enrique's request for attorney fees as legally deficient pursuant to EDCR 5.507(g).

Enrique's Request to Clarify Winter Break Holiday Provision and Luba's Countermotion

In his November 15, 2025 motion, Enrique requested to clarify the Winter Break holiday provision pursuant to NRCP 60(a) on the basis the current custody orders make the current order confusing or unworkable. Enrique stated the *Court* intended for the break be split into two segments and for the child to return to the parent consistent with the normal exchange schedule at the end of the break. Enrique asserted the current Winter Break order concludes on the first Wednesday in January, the normal exchange day even though the normal weekly exchange day is now Monday. Enrique contended the current language creates confusion and conflict over the start and end dates. However, Enrique opposed changing current period rotation despite Luba having the past three (3) consecutive Christmases because he would receive more consecutive Christmases.

//

//

---

[51] See EDCR 5.507(d) and EDCR 5.507(f)

At great length, Luba opposed Enrique's request to modify the Winter Break schedule on the basis there is no clerical error in the current Winter Break order warranting correcting pursuant to NRCP 60(a). Luba asserted Enrique's request was also barred by collateral estoppel because his to modify the schedule at the October 14, 2024 hearing was verbally denied. Finally, Luba argued Enrique did not demonstrate a substantial change of circumstances affecting the welfare of the child and the modification is in the child's best interest to permit modification of any visitation.

However, in her Countermotion, Luba requested the Court revise and clarify the entire holiday and vacation schedule, agreeing the current present schedule causes recurring disputes because it is insufficiently clear. Luba stated the current Winter Break schedule is inherently unfair to Enrique because it guarantees he will never have Christmas Day with the child, which is not what the parties intended when they entered the agreement. Luba asserted she will agree to the Department X Standard Holiday or her proposed schedule (at her exhibit 8) because they are the most fair and clear holiday and vacation schedules in her opinion.

In his Reply, Enrique reiterated he only wished to modify the termination of the Winter Break to end on a Monday in January when school resumes.

> "Parties in family law matters are free to contract regarding child custody and such agreements are generally "enforceable if they are not unconscionable, illegal, or in violation of public policy." *Rivero,* 125 Nev. at 429, 216 P.3d at 227. Indeed, even beyond the idea that parents are free to enter into such agreements, the Nevada Supreme Court has gone further and explained that public policy favors parenting agreements. *See Bluestein,* 131 Nev. at ——, 345 P.3d at 1047; *see also St. Mary v. Damon,* 129 Nev. ——, ——, 309 P.3d 1027, 1035–36 (2013) (recognizing a presumption "that fit parents act in the best interest of their children" and that public policy favors those parents entering into custody agreements). Thus, parents are encouraged to reach such agreements, and the court "will generally recognize the preclusive effect of such agreements if they are deemed final." *See Rennels v. Rennels,* 127 Nev. 564, 569, 257 P.3d 396, 399 (2011). Moreover, when parties enter into a parenting agreement, the terms of that agreement will control unless and until a party moves to modify those terms. *Rivero,* 125 Nev. at 429, 216 P.3d at 226; *see also Harrison v. Harrison,* 132

Nev. ——, ——, 376 P.3d 173, —— (2016) (explaining that the appellate court will not rewrite a contract to include terms not agreed to by the parties)."[52]

The Court FINDS Enrique's proposed Winter Break schedule stated: Winter Break will have two (2) segments. The first begins the day after school releases and ends December 26 at noon; the second begins December 26 at noon and ends at 9:00 AM on the first regular school day after Winter Break ends.

The Court FINDS Luba's proposed Winter Break schedule stated: Winter Break will have two (2) segments. The first segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break.

The Court FINDS the parties AGREE on the terms defining Winter Break and modifying the same. The Court FINDS the parties agree the current schedule is confusing regarding start and end dates. The Court FINDS that it is in the best interest of the child to reduce conflict between the parties by providing alternating years that prevent either party from monopolizing one period. To that end, the Court FINDS it is in the best interest of the child for the parties to alternate periods each year pursuant to the Department X Standard Holiday Schedule.

Accordingly, based on the foregoing, the Court GRANTS the STIPULATION of the parties and ORDERS Winter Break SHALL be modified as follows: The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first

---

[52] *Mizrachi v. Mizrachi*, 132 Nev. 666, 671, 385 P.3d 982, 985–86 (Nev. App. 2016)(internal footnotes omitted).

segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break. The regular timeshare SHALL immediately begin when school resumes on the first day after Winter Break.

	Even Year	ODD YEAR
First Segment/Christmas	DAD	MOM
Second Segment/New Year's	MOM	DAD

Luba's Request to Modify All Holiday and Vacation Orders

Luba requested to modify all holiday and vacation orders. Luba stated the current holiday and vacation schedule awards Enrique most of the holidays by default, which is unfair. Likewise, the way the Winter Break schedule is drafted resulted in Luba receiving the past three (3) Christmases in a row, which is unfair to Enrique. Luba stated she wants a balanced and fair schedule that does not result in either parent receiving the same major holiday each year.

Enrique opposed Luba's proposed holiday schedule on the basis it narrows his holiday time with the child, particularly over Father's Day weekend, by including Juneteenth. Enrique also opposed Luba's proposals for three-day weekends, combining Easter and Spring Break, and Summer Vacation language.

In order to modify visitation, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[53] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to

---

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

modify custody.[54] 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."[55]

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[56] This Court further has authority to modify temporary orders in the best interest of the child.[57] 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."[58]

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

---

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

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

[56] *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)).

[57] 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).

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

throughout the history of this case, the parties have a long history of disagreeing over holiday visitation. Luba does not claim, and the Court does not find, the current disagreements are significantly different from the parties' prior disagreements related holiday and vacation schedule . 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 hearing.

Accordingly, the Court DENIES Luba's request to modify all holiday and vacation orders; only the Winter Break provision SHALL BE MODIFIED as ordered above pursuant to the STIPULATION of the parties.

Luba's Request to Modify Legal Custody Medical Decision-Making Authority

Luba requested sole legal custody for the purpose of medical and dental decision-making. Luba stated the substantial change of circumstances since the last order is the child was diagnosed with two (2) deep cavities and gingivitis for which she had scheduled dental appointments, but Enrique disagreed with the timing and providers, causing the child's treatment to be delayed. Luba alleged Enrique also refuses to cooperate with obtaining timely covered dental and orthodontic appointments despite Luba's good-faith scheduling efforts.[59] Luba also asserted Enrique demanded Luba obtain his written permission to attend school events and refuses to allow her to have extra video visitation with the child.

In particular, Luba argued the child has two deep cavities and a mouth full of gingivitis that requires prompt treatment. Luba stated she acted promptly to notify Enrique of the cavities

and the child's November 21, 2025 scheduled appointment, reasonably, and in accordance with provider and insurance constraints. Luba stated Enrique's obstruction and insistence on excluding her from the child's treatment resulted in the child not receiving treatment for the cavities and gingivitis from November 7, 2025 until at least early December 2025, and there is a risk of further delay in treatment.[60] Luba alleged Enrique made false allegations about her conduct at medical appointments to justify excluding her from future appointments. Luba stated Enrique demanded Luba obtain his written permission to attend school events, which demonstrates joint legal custody is unworkable and not in the child's best interest.[61]

Enrique opposed Luba's request. Enrique stated the child really had six (6) cavities, not two (2), and mild gingivitis. Enrique asserted Luba had not informed him the child had four (4) prior cavities until Luba disclosed the additional two (2) cavities on November 7, 2025. Enrique argued he requested Luba schedule the child's dental appointments on her own time, and he would schedule the child's dental appointments on his own time, so they could each attend separately and without the other's interference.[62] Enrique alleged Luba booked the child at four (4) different dental offices over six (6) months, scheduling overlapping appointments and duplicative care including x-rays, including with providers who were not covered by Culinary dental insurance.[63] Enrique stated he scheduled the child with Adventure Smiles, who

---

[60] Id. at p.035-047.

[61] Id. at p.074, November 7, 2025 7:28:31 PM message.

[62] See Defendant's December 7, 2025 Exhibit Appendix at Exhibit 6, p.7 of 880, November 8, 2025 7:19:03 PM message.

[63] Id. at Exhibit 6, p.

accepted Culinary insurance and the child's current x-rays. Enrique asserted the child had all six (6) cavities filled and her regular dental cleaning performed on December 3, 3025 at Adventure Smiles.[64] Enrique stated Luba caused the delay, which was neither medically nor financially logical.

In order to modify visitation, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[65] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to modify custody.[66] 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."[67]

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[68] This Court further has authority to modify

---

[64] Id. at Exhibit 8, Proposed Treatment Plan, Adventure Smiles.

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

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

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

[68] *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)).

temporary orders in the best interest of the child.[69] 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."[70]

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."[71] The 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.[72]

//

//

//

---

[69] 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).

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

[71] *Kelley v. Kelley*,

[72] *Id*.

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

The Court FINDS the child received the necessary dental work required in what appears to be a reasonably timely manner. The Court FINDS neither party provided evidence the child is suffering or substantial likelihood the child will suffer serious harm. The Court FINDS this factor does not favor either party.

2. **The evaluation or recommendation by a medical professional.**

The Court FINDS neither party provided an evaluation or recommendation by a medical professional. The Court FINDS the December 3, 2025 treatment plan from Adventure Smiles appears to show the child would be treated for six (6) cavities and have a dental cleaning.[73] The Court FINDS the parties stipulate to the fact the child had at least two (2) cavities that needed to be filled and required a dental cleaning as recommended by a dental health professional. The Court FINDS this factor does not favor either party.

3. **The risks involved in medically treating the child.**

The Court FINDS Enrique expressed concerns regarding the child receiving unnecessary radiation exposure due to multiple oral ex-rays. The Court FINDS neither party addressed any risks involved in 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

---

[73] See Defendant's Exhibit Appendix at Exhibit 8, Proposed Treatment Plan, Adventure Smiles (filed December 7, 2025).

form an intelligent preference. The Court FINDS this factor does not favor either party.

Based on the foregoing factors, the Court FINDS Luba did not establish it is in the best interest of the child to award her temporary sole legal custody for the purpose of sole medical decision-making authority. Accordingly, the Court DENIES WITHOUT PREJUDICE Luba's request to award her sole legal custody for the purpose of sole medical decision-making authority.

The Court FURTHER FINDS Luba did not establish a substantial change of circumstances affecting the welfare of the child to establish adequate cause for an evidentiary hearing. Specifically, Luba cited the ongoing conflict between the parties over medical appointments and school events as grounds for modification of legal custody. The Court FINDS the parties have an extended history of litigation over these same issues. The Court FINDS Luba did not establish modification is in the child's best interest as set forth above.

Based on the foregoing, the Court DENIES WITHOUT PREJUDICE Luba's request to set an evidentiary hearing to 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.

Luba's Request to Modify Electronic Visitation

Luba requested the modification of her electronic visitation to occur each Tuesday and Thursday at 7:15 PM. Luba stated the current electronic visitation schedule occurs on her exchange days, Mondays and Fridays, so it is no longer reasonable because it occurs on her visitation days. Enrique opposed Luba's request on the basis Luba would not agree to a different arrangement without litigation, it does not harm the child to go for a few days without talking to Luba and Luba tries to keep the child on the phone too long, which upsets the child.

NRS 125C.0045 states in relevant part:

> 1. In any action for determining the custody of a minor child, the court may, except as otherwise provided in this section and NRS 125C.0601 to 125C.0693, inclusive, and chapter 130 of NRS:
>
> (a) During the pendency of the action, at the final hearing or at any time thereafter during the minority of the child, make such an order for the custody, care, education, maintenance and support of the minor child as appears in his or her best interest; and
>
> (b) At any time modify or vacate its order, even if custody was determined pursuant to an action for divorce and the divorce was obtained by default without an appearance in the action by one of the parties.
>
> Ê The party seeking such an order shall submit to the jurisdiction of the court for the purposes of this subsection. The court may make such an order upon the application of one of the parties or the legal guardian of the minor.

The Court FINDS the current electronic visitation schedule is not practicable in light of Luba's current visitation schedule. The Court FINDS Luba demonstrated electronic visitation with the child each Tuesday and Thursday at 7:15 PM is reasonable and in the best interest of the child to foster and facilitate the child's relationship with her mother. Accordingly, the Court ORDERS Luba's visitation SHALL occur each Tuesday and Thursday at 7:15 PM by Zoom, Facetime, or telephone for a period not to exceed fifteen (15) minutes. Luba shall place the call; Enrique SHALL make the child available and ensure the child has reasonable privacy. The parties are prohibited from discussing litigation with the child or recording the child's visitation with either parent for the purpose of litigation.

ACCORDINGLY, the Court ORDERS as follows:

1. The Court DENIES Luba's request to reconsider in its entirety. Luba's renewed requests for relief are further denied.
2. The Court DENIES Luba's request for new relief to order Enrique to produce his wife's income.

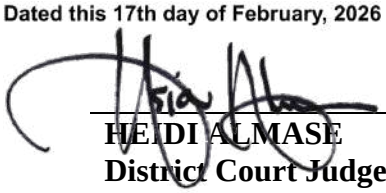
3. The Court DENIES Luba's request for new relief Luba's request for findings related to health insurance coverage for the child.
4. The Court DENIES the Court DENIES Enrique's request for attorney fees as legally deficient pursuant to EDCR 5.507(g).
5. The Court the Court GRANTS the stipulation of the parties and ORDERS Winter Break SHALL be modified as follows: The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break. The regular timeshare SHALL immediately begin when school resumes on the first day after Winter Break.

	Even Year	ODD YEAR
First Segment/Christmas	DAD	MOM
Second Segment/New Year's	MOM	DAD

6. The Court the Court DENIES Luba's request to modify all holiday and vacation orders; only the Winter Break provision SHALL BE MODIFIED as ordered above pursuant to the STIPULATION of the parties.
7. The Court DENIES WITHOUT PREJUDICE Luba's request to award her sole legal custody for the purpose of sole medical decision-making authority.
8. The Court DENIES WITHOUT PREJUDICE Luba's request to set an evidentiary hearing to 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.
9. The Court the Court ORDERS Luba's visitation SHALL occur each Tuesday and Thursday at 7:15 PM by Zoom, Facetime, or telephone for a period not to exceed fifteen

(15) minutes. Luba shall place the call; Enrique SHALL make the child available and ensure the child has privacy. The parties are prohibited from discussing litigation with the child or recording the child's visitation with either parent for the purpose of litigation.

Dated this 17th day of February, 2026



HEIDI ALMASE
District Court Judge

F9F 810 DC0A D344
Heidi Almase
District Court Judge

CSERV

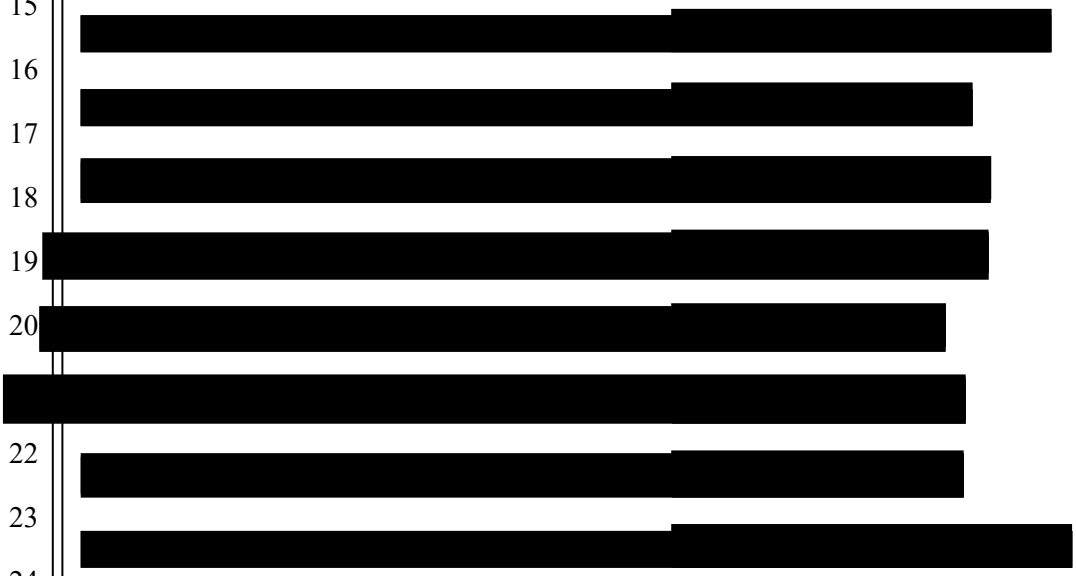
DISTRICT COURT
CLARK COUNTY, NEVADA

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: 2/17/2026



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 2/18/2026

John Muije

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

Electronically Filed
2/17/2026 1:14 PM
Steven D. Grierson
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 February 17, 2026, a true and correct copy of which is attached hereto.

Dated this 17th day of February, 2026.

/s/ Omynisha Green
Omynisha Green
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 February 17, 2026.

Luba Gonzalez
Enrique Ivan Velazquez-Gonzalez
John W. Muije

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

/s/ Omynisha Green
Omynisha Green
Judicial Executive Assistant to the
HONORABLE HEIDI ALMASE

HEIDI ALMASE
DISTRICT JUDGE
FAMILY DIVISION, DEPT. X
LAS VEGAS, NV 89101-2408

Electronically Filed
02/17/2026 11:38 AM
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 SEPTEMBER 16, 2025 MOTION TO RECONSIDER ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY SOLE MEDICAL DECISION-MAKING AUTHORITY ET AL. [578];
AND
DENYING DEFENDANT'S SEPTEMBER 30, 2025 COUNTERMOTION [582];
AND
GRANTING *IN PART* DEFENDANT'S NOVEMBER 15, 2025 MOTION TO CLARIFY WINTER BREAK HOLIDAY PROVISION AND RELATED ORDERS [593];
AND
DENYING PLAINTIFF'S NOVEMBER 28, 2025 COUNTERMOTION [602];
AND
VACATING THE JANUARY 14, 2026 AND JANUARY 28, 2026 HEARINGS

This matter was scheduled for January 28, 2026 (Chambers/ NO appearances) hearing on Plaintiff Luba (Luba) Dace's September 16, 2025 Motion to Reconsider Order Denying Plaintiff's Motion for Temporary Sole Medical Decision-Making Authority [578]; Defendant Enrique (Enrique) Velazquez-Gonzalez's September 30, 2025 Opposition and Countermotion for Attorney Fees and Costs [582]; and Luba's October 14, 2025 Reply [583].

This matter was further scheduled for January 14, 2026 hearing (Chambers/ NO appearances) hearing on Enrique's November 15, 2025 Motion to Clarify Winter Break Holiday

Provision and for Related Orders [593]; Luba's November 28, 2025 Opposition and Countermotion [602]; and Enrique's December 7, 2025 Reply [607].

Both parties represent themselves in proper person. However, Enrique was represented by his attorney of record, Amanda Roberts, in this in his September 30, 2025 Opposition and Countermotion.

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. Accordingly, this written order RESOLVES and VACATES the Chamber matters scheduled for January 14, 2026 and January 28, 2026.

Procedural History

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 stipulated to split Winter Break into two parts with the first part from the last day of school to December 26 at 12:00 PM and the second part from December 26 at 12:00 PM to the first Wednesday in January, the normal exchange day beginning 2022.[3] The parties further agreed, beginning 2022,

---

[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 (Post-Judgment) at p.37, ll.7-13 (filed January 2, 2025).

[3] See Stipulated Decree of Divorce at p.11-12, Article 9.4.7.

the parent having the child for the day of school before the Winter break would have the first segment of Winter Break; the other parent would have the second segment.[4] The parties stipulated Luba have Zoom video calls with the child during Enrique's custody time, including holiday and vacation, each Monday and Friday at 7:15 PM.[5]

Luba's child support obligation was ordered $301 per month effective January 1, 2025 based on her gross monthly income of $1,851.46.[6] Enrique was granted leave to claim the child for federal tax purposes each year beginning 2025.[7]

The Court declined Enrique's request to refer this matter for prosecution for parental abduction.[8] 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 abided by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court would purge the $1,000 sanction.[9]

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

---

[4] Id.

[5] Id. at p.13, Article 9.6.

[6] 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).

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

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

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

attorney fees, all of which were denied.[10]

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 et al. The matter is currently pending before the Nevada Supreme Court: Gonzalez v. Velazquez-Gonzalez, case number 90570.

On July 9, 2025 Luba, through counsel, filed a motion for an award of temporary sole legal custody for medical decision-making pursuant to *Rivero v. Rivero*[11] and *Wallace v. Wallace.*[12] Enrique timely opposed Luba's request on the basis she did not meet the *Kelley v. Kelley*[13] standard and asked the Court to defer ruling on the child's orthodontics until November, 2025 to allow the child to grow. After analysis pursuant *Myers v. Haskins*[14] and *Kelley v. Kelley*[15], the Court denied Luba's motion to modify temporary legal custody and request to set an evidentiary hearing on the basis she failed to establish adequate cause.[16] The

---

[10] 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).

[11] *Rivero v. Rivero*, 125 Nev. 410, 216 P.3d 213 (2009).

[12] *Wallace v. Wallace*, 112 Nev. 1015, 922 P.2d 541 (1996).

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

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

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

[16] See Order Denying Plaintiff's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority et al. at p.7, ll.8- p.8, ll.1 (filed August 29, 2025).

Court further denied Luba's request to modify temporary legal custody to award her sole legal custody for the purpose of sole medical decision-making authority due to her failure to establish a *prima facie* case pursuant to *Kelley v. Kelley*.[17] Enrique's request to modify child support was granted upon a showing Luba's gross monthly income (GMI) increased more than twenty percent (20%), ordering Luba's child support obligation at $358 per month effective August 1, 2025.[18] Enrique was preliminarily awarded attorney fees upon the Court finding Luba's motion lacked legal points and authorities and significantly misstated the evidence and urgency of the matter.[19]

STANDARD OF REVIEW: TIMELINESS OF MOTION FOR RECONSIDERATION

On September 16, 2025, Luba filed her Motion for Reconsideration fourteen (14) days from service of the September 2, 2025 Notice of Entry of Order Denying Plaintiff's July 9, 2025 Motion for Temporary Sole Medical Decision-Making Authority et al. EDCR 5.516(a) requires a motion for reconsideration be filed "within 14 calendar days after service of notice of entry of order". In this case, the Court FINDS Luba timely filed her September 16, 2025 Motion for Reconsideration.

STANDARD OF REVIEW: SUBSTANTIVE MERITS

Motions for reconsideration are not procedural vehicles to express discontent or to obtain a 'second bite at the apple'. Though, often without consideration for the standard of review for which motions for reconsideration are based, such motions are, with increasing

---

[17] Id. at p.11, ll.5-7.

[18] Id at p.16, ll.18-20.

[19] Id. at p.15, ll.8-20.

frequency, filed.

Motions for reconsideration must request a substantive alteration of a judgment and "not merely the correction of a clerical error, or relief of a type wholly collateral to the judgment," and may include newly discovered or previously unavailable evidence.[20] "A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[21] The Nevada Supreme Court has concluded a decision is "clearly erroneous" where: 1) there exist material errors in the proceedings or a mistake in law; 2) the judicial order is unsupported by any substantial evidence; or 3) the judicial order is against the clear weight of evidence.[22] In addition, *United States v. United States Gypsum Co.*,[23] states: "A finding is 'clearly erroneous' when although there is evidence to support it, the reviewing court on the entire evidence is left with the definite and firm conviction that a mistake has been committed."

To meet the "substantially different evidence" prong, it is insufficient to merely raise additional facts or law; rather, the new facts or law must "support[ ] a ruling contrary to the

---

[20] See *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 585-89, 245 P.3d 1190, 1195-97 (2010) and *Saticoy Bay, LLC, Series 34 Innisbrook v. Thornburg Mortgage Securities Trust 2007-3*, 138 Nev. 335, 343-44, 510 P.3d 139, 146 (2022).

[21] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997); see also *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976)("Only in very instances in which new issues of fact or law are raised supporting a ruling contrary to the ruling already reached should a motion for rehearing be granted.").

[22] *Russell v. Thompson*, 96 Nev. 830, 834, 619 P.2d 537, 539 (1980). See also 9 Wright and Miller, *Federal Practice and Procedures*; Civil Sec. 2605, and cases cited therein.

[23] 333 U.S. 364, 395, 68 S.Ct. 525, 542 (1948).

ruling already reached."[24] To meet the "clearly erroneous" prong, the district court must be "left with [a] definite and firm conviction that a mistake has been committed."[25]

ARGUMENT

In her motion for reconsideration, Luba requested the Court reconsider and vacate the August 29, 2025 order on the basis the Court applied the wrong legal standard in denying Luba's request for temporary sole medical decision-making authority. Luba alleged the Court is biased against her by ruling in Enrique's favor. Luba requested Court grant her initial requests and set the matter for evidentiary hearing. Luba further requested the Court reconsider the child support modification on the basis the Court did not consider Luba's income is variable nor did the Court consider Enrique's wife's income in the calculation. Luba also requested the new relief by requesting Enrique submit his wife's paystubs and proof of Enrique's insurance premium contributions.

In his opposition, Enrique first opposed reconsideration, arguing Luba argued her request for legal custody pursuant to *Rivero v. Rivero*[26], never addressing the *Kelley v. Kelley* factors. The Court, however, made an analysis pursuant to *Kelley* and denied Luba's request on the merits. Enrique also opposed Luba's statement the Court had to consider all of the best interest factors pursuant to NRS 125C.0035(4) because the factors set forth in *Kelley* are the relevant factors to Luba's request for temporary sole legal decision-making. Enrique opposed

---

[24] *Moore v. City of Las Vegas*, 92 Nev. 402, 405, 551 P.2d 244, 246 (1976).

[25] *Unionamerica Mortg. & Equity Tr. v. McDonald*, 97 Nev. 210, 211-12, 626 P.2d 1272, 1273 (1981) (quoting United States v. Gypsum Co., 333 U.S. 364, 395 (1948)).

[26] 125 Nev. 410, 430, 216 P.3d 213, 227 (2009).

Luba's request to enforce the communication provisions of the Decree of Divorce. Enrique additionally opposed Luba's request to consider his income in calculating child support, as Enrique is the primary custodial parent. Enrique further opposed Luba's request to use her hourly wage and hours she says she works rather than her paystubs to calculate her GMI. Enrique requested attorney fees pursuant to NRS 125C.250 due to Luba's refusal to withdraw her motion.

In her Reply, Luba reiterated her arguments. Luba stated she does not intend for her statements claiming the Court is biased against her to be construed as a motion for disqualification or recusal. Luba clarified she made her allegations the Court is biased against her or appears to be biased against her solely as one basis for reconsideration under NRCP 59(e) to demonstrate clear error or manifest injustice.[27]

ANALYSIS AND ORDER

1. Luba's Request for Reconsideration: Misapplied Legal Standard

Luba requested reconsideration of the denial of temporary sole legal custody on the basis the Court did not apply the *Kelley* standard. Luba stated the Court denied her request according to *Rooney v. Rooney*[28] and *Myers v. Haskins*[29] by requiring her to demonstrate a substantial change of circumstances and best interest of the child as though she sought to modify custody. Luba stated the misapplication of the law to a higher standard is an abuse of discretion warranting reconsideration or an evidentiary hearing to apply the *Kelley* factors.

---

[27] See Plaintiff's Reply to Defendant's Opposition et al. at p.8, ll.5-8 (filed October 14, 2025).

[28] 109 Nev. 540, 542, 853 P.2d 123, 124 (1993).

[29] 138 Nev. Adv. Op. 51, 513 P.3d 527, 534 (Ct. App. 2022).

In his Opposition, Enrique opposed Luba's request on the basis Luba argued her request for legal custody pursuant to *Rivero v. Rivero*[30], never addressing the *Kelley* factors. The Court, however, made an analysis pursuant to *Kelley* and denied Luba's request on the merits. Enrique also opposed Luba's statement the Court had to consider all of the best interest factors pursuant to NRS 125C.0035(4) because the factors set forth in *Kelley* are the relevant factors to Luba's request for temporary sole legal decision-making.

In her Reply, Luba stated she "framed the dispute under *Kelley* from the outset; [t]he motion specifically cited *Kelley* and the non-exhaustive factors the DISTRICT COURT must weigh...."[31]

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[32] The Court FINDS, in her thirteen-page July 9, 2025 motion,[33] Luba requested temporary modification of legal custody, which had no references to *Kelley* and did not address the Kelley factors in any manner. The time for Luba to first address and analyze the *Kelley* factors was in her initial

---

[30] 125 Nev. 410, 430, 216 P.3d 213, 227 (2009).

[31] See Plaintiff's Reply to Defendant's Opposition et al. at p.9, ll.4-8.

[32] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[33] The Court FINDS Luba referenced the *Kelley* decision in her Reply at p.5, ll.6-7 and fn.5 (citation)(filed August 14, 2025)(stating, without any analyses of the factors, "All factors in *Kelley v. Kelley* favor for the minor child to have two baby teeth extracted without further delay."). The nominal citation and conclusory statement appear in reference to Enrique's analyses of the *Kelley* factors in his July 31, 2025 Opposition. See Enrique's Opposition at pp.9-11 (filed July 31, 2025).

motion, not in a motion for reconsideration. The Court FURTHER FINDS the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. contains specific findings pursuant on each of the *Kelley* factors, which is the best interest of the child analysis.[34] The FINDS Luba's request for temporary sole legal custody pursuant solely to the *Kelley* factors was denied due to her failure to establish a *prima facie* case.[35] The Court further found Luba failed to establish adequate cause to set an evidentiary hearing for modification of temporary legal custody by establishing a substantial change of circumstances affecting the welfare of the child or that modification was in the child's best interest.[36]

Therefore, the Court FINDS Luba failed demonstrate findings are clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

The Court FINDS Luba did not demonstrate she discovered new facts or law that would support a ruling contrary to the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al.. The Court further FINDS Luba did not provide newly discovered evidence to support her request for reconsideration.[37] The Court also FINDS Luba failed to demonstrate the August 29,

---

[34] See Order Denying Plaintiff's July 9, 2025 Motion et al. at p.8, ll.15 – p.11, ll.3 (filed August 29, 2025).

[35] Id. at p.11, 5-7.

[36] Id. at p.7, ll.8 – p.8, ll.1.

[37] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

2. Luba's Request for Reconsideration for Modification of Custody: Preventive Treatment

Luba requested reconsideration of the Court's order on the basis she believed the July 28, 2025 email from her preferred orthodontic provider, Dr. Dougherty, was material evidence the Court did not properly consider. Enrique opposed Luba's request for reconsideration. Luba reiterated her argument in her Reply.

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[38] The Court FINDS the Court specifically considered Dr. Dougherty's July 28, 2025 letter.[39] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

---

[38] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[39] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9, ll.1-3 (filed August 29, 2025).

3. Luba's Request for Reconsideration for Modification of Custody: Mischaracterization of Preventive Treatment

Next, Luba requested reconsideration of this Court's order on the basis the Court did not give preventive orthodontic treatment the same weight as necessary treatment. Enrique opposed Luba's request for reconsideration. Luba did not address this issue in her Reply.

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[40] The Court FINDS there is a specific finding neither party provided evidence of risks involved with medically treating the child.[41] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

4. Luba's Request for Reconsideration of Modification of Custody: Best Interest Findings

Luba requested reconsideration of the Court's order on the basis the Court did not make specific findings regarding whether delaying treatment posed risk of harm to the child's dental health Enrique opposed Luba's request for reconsideration. Luba generally addressed this issue in her Reply.

---

[40] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[41] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.10 ll.22-27 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[42] The Court FINDS the Court specifically FOUND Luba did not demonstrate the child suffered harm if she did not receive immediate orthodontic treatment as recommended, and Luba did not demonstrate a substantial likelihood of serious harm if the parties wait and monitor the child's oral development with a re-evaluation.[43] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

5. Luba's Request for Reconsideration of Modification of Custody: Misstatement Regarding In-Network Appointment

Luba requested reconsideration of order on the basis the Court erroneously credited Enrique with being prudent in pursuing in-network treatment and faulting Luba for being uncooperative. Enrique opposed Luba's request for reconsideration. Luba generally reargued her position in her Reply.

//

//

---

[42] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[43] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9 ll.5-10 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[44] The Court FINDS it considered Luba's request for Dr. Dougherty's out-of-network cost of $8,000, Enrique's request for not one but two lower cost in-network treatment providers as a means to resolve the issue between the parties[45]. Therefore, the Court FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

6. Luba's Request for Reconsideration of Modification of Custody: Judicial Bias and Constitutional Rights Violations

Luba requested reconsideration of the Court's order on the basis there is a pattern or appearance of judicial bias against her in this case that create constitutional and due process concerns. Enrique opposed Luba's request on the basis a request for a ruling on judicial bias and impartiality must be raised in the district court pursuant to NRS 1.234(1) with a request for disqualification and noting Luba had not followed the statutory requirements.

In her Reply, Luba clarified she did not raise this issue for the purpose of disqualification or recusal of the Court, but rather to demonstrate the Court is biased against her or appears to be biased against her solely as one basis for reconsideration under NRCP 59(e) to

---

[44] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

[45] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.9 ll.10-17 (filed August 29, 2025).

demonstrate clear error or manifest injustice.[46]

To that end, Luba alleged the Court showed bias against her in the July 11, 2025 Order Denying Order Shortening Time by stating it "appears Luba may have once again unilaterally made a medical or dental appointment without adequate consultation."[47] Luba stated the Court showed bias when it gave weight and credibility to selected parts of Enrique's exhibits but dismissed or failed to address material parts of hers. Luba asserted the Court showed bias by holding her to the *Rooney* and *Myer* standards to modify custody while Enrique was credited with an unstated lower threshold. Luba contended the Court demonstrated bias against her by emphasizing Enrique's concerns about the costs of out-of-network coverage over the child's dental needs. Luba also alleged the Court showed bias against her by finding: "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,"[48] because the finding mischaracterizes the record.

The allegation of bias is serious and this Court does not take it lightly. The Court denies any bias or prejudice for or against either party. If Luba believes the Court is biased against her, the appropriate action is to file an Affidavit for Disqualification pursuant to NRS 1.234(1) and allow her request to be heard by the Chief Judge of the Eighth Judicial District Court.

//

---

[46] See Plaintiff's Reply to Defendant's Opposition et al. at p.8, ll.5-8 (filed October 14, 2025).

[47] See Plaintiff's Motion to Reconsider at p.7, ll.9-12, citing Order Denying Movant's Ex Parte Request for Order [at p.2, ll.7-8] (filed July 11, 2025) [557].

[48] See August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. at p.7 ll.14-17 (filed August 29, 2025).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[49] The Court also FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

7. Luba's Request for Reconsideration: Modification of Child Support

Last, Luba requested reconsideration of the Court's order modifying child support on the basis the Court miscalculated her GMI; to wit: if the Court would consider Luba's hourly wage as while as stated hours worked while also failing to consider Enrique's wife's income as a factor. Enrique opposed Luba's request on the basis the Court's calculation of Luba's GMI was accurate based on Luba's paystubs.

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."

//

//

//

---

[49] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

"A district court may reconsider a previously decided issue if substantially different evidence is subsequently introduced or the decision is clearly erroneous."[50]

The Court FINDS Luba did not demonstrate a legal basis to demonstrate her paystubs do not show her accurate GMI. The Court FINDS Luba did not provide a legal basis to demonstrate the income of Enrique's wife is relevant to Luba's, the obligor's, child support calculation.

The Court further FINDS Luba failed to demonstrate the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is clearly erroneous, that material errors exist in the proceedings or a mistake in law exists or that the August 29, 2025 Order Denying Plaintiff's July 9, 2025 Motion et al. is unsupported by any substantial evidence or against the clear weight of evidence. For the foregoing reasons, the Court DENIES Luba's request for reconsideration on this ground.

Luba's Request for Enrique to Produce Verification of Insurance Premium Contributions

In her motion for reconsideration, Luba requested new relief: that Enrique provide verification of health insurance premium contributions. Enrique did not oppose this request.

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."

//

---

[50] *Masonry & Tile Contractors Ass'n of S. Nev. v. Jolley, Urga & Wirth Ltd.*, 113 Nev. 737, 741, 941 P.2d 486, 489 (1997).

The Court FINDS Luba did not provide legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba has the initial burden to demonstrate Enrique a periodic payment as ordered by moving for relief and filing a schedule of arrears pursuant to EDCR 5.508. The Court FINDS Luba has not filed a request for arrears or enforcement nor has she filed a schedule of arrears. Accordingly, the Court DENIES Luba's request for findings related to health insurance premium contributions. However, nothing in this Court's order precludes the parties from exchanging this information pursuant to this Court's order for the parties to share joint legal custody.

Luba's Request for Enrique to Produce His Wife's Paystubs

Also in her motion for reconsideration, Luba requested an additional form of new relief: that Enrique produce his wife's recent six (6) months of paystubs. Enrique opposed Luba's request on the basis his wife's income is not relevant to Luba's child support calculation. In her Reply, Luba asserted it is relevant to Enrique's claim he is in financial hardship.

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 legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba did not provide evidence to support her request for this findings or a basis to demonstrate why the finding is relevant to a specific order, i.e., for Enrique to have primary physical custody rendering Luba the sole obligor for child support purposes. Accordingly, the Court DENIES

Luba's request for Enrique to produce his wife's pay stubs.

Luba's Request for Findings Related to Health Insurance

In her Reply, Luba requested also requested new relief: that the Court make findings related to health insurance coverage for the child. Enrique did address Luba's new request for relief.

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 legal points and authorities in support of her request. The Court FINDS *even if* Luba had provided points and authorities, Luba did not provide evidence to support her request for this findings or a basis to demonstrate why the finding is relevant to a specific order. Accordingly, the Court DENIES Luba's request for findings related to health insurance coverage for the child.

Enrique's Countermotion for Award for Attorney Fees and Costs

Enrique requested Luba pay his attorney fees pursuant to NRS 125C.250. Luba opposed Enrique's request.

All motions and oppositions involving payment of money by a party must be supported by a Financial Disclosure Form (FDF) or an assertion in the motion or opposition there is no material change to the FDF filed within the prior 6 months.[51] Failure to file a timely, complete,

and accurate supporting FDF may be construed as an admission the positions asserted are not meritorious and grounds for adverse rulings and basis for sanctions pursuant to EDCR 5.507(g).

Notwithstanding the Court's denial of Luba's requests for reconsideration and the fact award for attorney fees and costs would be warranted, the Court FINDS Enrique did not file a FDF in support of his request. The Court FINDS the last FDF Enrique filed in this case was on August 1, 2025 [565] and there was no statement in his countermotion there were no material changes to that FDF. Accordingly, the Court DENIES Enrique's request for attorney fees as legally deficient pursuant to EDCR 5.507(g).

Enrique's Request to Clarify Winter Break Holiday Provision and Luba's Countermotion

In his November 15, 2025 motion, Enrique requested to clarify the Winter Break holiday provision pursuant to NRCP 60(a) on the basis the current custody orders make the current order confusing or unworkable. Enrique stated the *Court* intended for the break be split into two segments and for the child to return to the parent consistent with the normal exchange schedule at the end of the break. Enrique asserted the current Winter Break order concludes on the first Wednesday in January, the normal exchange day even though the normal weekly exchange day is now Monday. Enrique contended the current language creates confusion and conflict over the start and end dates. However, Enrique opposed changing current period rotation despite Luba having the past three (3) consecutive Christmases because he would receive more consecutive Christmases.

//

//

---

[51] See EDCR 5.507(d) and EDCR 5.507(f)

At great length, Luba opposed Enrique's request to modify the Winter Break schedule on the basis there is no clerical error in the current Winter Break order warranting correcting pursuant to NRCP 60(a). Luba asserted Enrique's request was also barred by collateral estoppel because his to modify the schedule at the October 14, 2024 hearing was verbally denied. Finally, Luba argued Enrique did not demonstrate a substantial change of circumstances affecting the welfare of the child and the modification is in the child's best interest to permit modification of any visitation.

However, in her Countermotion, Luba requested the Court revise and clarify the entire holiday and vacation schedule, agreeing the current present schedule causes recurring disputes because it is insufficiently clear. Luba stated the current Winter Break schedule is inherently unfair to Enrique because it guarantees he will never have Christmas Day with the child, which is not what the parties intended when they entered the agreement. Luba asserted she will agree to the Department X Standard Holiday or her proposed schedule (at her exhibit 8) because they are the most fair and clear holiday and vacation schedules in her opinion.

In his Reply, Enrique reiterated he only wished to modify the termination of the Winter Break to end on a Monday in January when school resumes.

> "Parties in family law matters are free to contract regarding child custody and such agreements are generally "enforceable if they are not unconscionable, illegal, or in violation of public policy." *Rivero,* 125 Nev. at 429, 216 P.3d at 227. Indeed, even beyond the idea that parents are free to enter into such agreements, the Nevada Supreme Court has gone further and explained that public policy favors parenting agreements. *See Bluestein,* 131 Nev. at ——, 345 P.3d at 1047; *see also St. Mary v. Damon,* 129 Nev. ——, ——, 309 P.3d 1027, 1035–36 (2013) (recognizing a presumption "that fit parents act in the best interest of their children" and that public policy favors those parents entering into custody agreements). Thus, parents are encouraged to reach such agreements, and the court "will generally recognize the preclusive effect of such agreements if they are deemed final." *See Rennels v. Rennels,* 127 Nev. 564, 569, 257 P.3d 396, 399 (2011). Moreover, when parties enter into a parenting agreement, the terms of that agreement will control unless and until a party moves to modify those terms. *Rivero,* 125 Nev. at 429, 216 P.3d at 226; *see also Harrison v. Harrison*, 132

Nev. ——, ——, 376 P.3d 173, —— (2016) (explaining that the appellate court will not rewrite a contract to include terms not agreed to by the parties)."[52]

The Court FINDS Enrique's proposed Winter Break schedule stated: Winter Break will have two (2) segments. The first begins the day after school releases and ends December 26 at noon; the second begins December 26 at noon and ends at 9:00 AM on the first regular school day after Winter Break ends.

The Court FINDS Luba's proposed Winter Break schedule stated: Winter Break will have two (2) segments. The first segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break.

The Court FINDS the parties AGREE on the terms defining Winter Break and modifying the same. The Court FINDS the parties agree the current schedule is confusing regarding start and end dates. The Court FINDS that it is in the best interest of the child to reduce conflict between the parties by providing alternating years that prevent either party from monopolizing one period. To that end, the Court FINDS it is in the best interest of the child for the parties to alternate periods each year pursuant to the Department X Standard Holiday Schedule.

Accordingly, based on the foregoing, the Court GRANTS the STIPULATION of the parties and ORDERS Winter Break SHALL be modified as follows: The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first

---

[52] *Mizrachi v. Mizrachi*, 132 Nev. 666, 671, 385 P.3d 982, 985–86 (Nev. App. 2016)(internal footnotes omitted).

segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break. The regular timeshare SHALL immediately begin when school resumes on the first day after Winter Break.

	Even Year	ODD YEAR
First Segment/Christmas	DAD	MOM
Second Segment/New Year's	MOM	DAD

Luba's Request to Modify All Holiday and Vacation Orders

Luba requested to modify all holiday and vacation orders. Luba stated the current holiday and vacation schedule awards Enrique most of the holidays by default, which is unfair. Likewise, the way the Winter Break schedule is drafted resulted in Luba receiving the past three (3) Christmases in a row, which is unfair to Enrique. Luba stated she wants a balanced and fair schedule that does not result in either parent receiving the same major holiday each year.

Enrique opposed Luba's proposed holiday schedule on the basis it narrows his holiday time with the child, particularly over Father's Day weekend, by including Juneteenth. Enrique also opposed Luba's proposals for three-day weekends, combining Easter and Spring Break, and Summer Vacation language.

In order to modify visitation, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[53] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to

---

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

modify custody.[54] 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."[55]

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[56] This Court further has authority to modify temporary orders in the best interest of the child.[57] 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."[58]

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

---

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

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

[56] *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)).

[57] 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).

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

throughout the history of this case, the parties have a long history of disagreeing over holiday visitation. Luba does not claim, and the Court does not find, the current disagreements are significantly different from the parties' prior disagreements related holiday and vacation schedule . 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 hearing.

Accordingly, the Court DENIES Luba's request to modify all holiday and vacation orders; only the Winter Break provision SHALL BE MODIFIED as ordered above pursuant to the STIPULATION of the parties.

Luba's Request to Modify Legal Custody Medical Decision-Making Authority

Luba requested sole legal custody for the purpose of medical and dental decision-making. Luba stated the substantial change of circumstances since the last order is the child was diagnosed with two (2) deep cavities and gingivitis for which she had scheduled dental appointments, but Enrique disagreed with the timing and providers, causing the child's treatment to be delayed. Luba alleged Enrique also refuses to cooperate with obtaining timely covered dental and orthodontic appointments despite Luba's good-faith scheduling efforts.[59] Luba also asserted Enrique demanded Luba obtain his written permission to attend school events and refuses to allow her to have extra video visitation with the child.

In particular, Luba argued the child has two deep cavities and a mouth full of gingivitis that requires prompt treatment. Luba stated she acted promptly to notify Enrique of the cavities

and the child's November 21, 2025 scheduled appointment, reasonably, and in accordance with provider and insurance constraints. Luba stated Enrique's obstruction and insistence on excluding her from the child's treatment resulted in the child not receiving treatment for the cavities and gingivitis from November 7, 2025 until at least early December 2025, and there is a risk of further delay in treatment.[60] Luba alleged Enrique made false allegations about her conduct at medical appointments to justify excluding her from future appointments. Luba stated Enrique demanded Luba obtain his written permission to attend school events, which demonstrates joint legal custody is unworkable and not in the child's best interest.[61]

Enrique opposed Luba's request. Enrique stated the child really had six (6) cavities, not two (2), and mild gingivitis. Enrique asserted Luba had not informed him the child had four (4) prior cavities until Luba disclosed the additional two (2) cavities on November 7, 2025. Enrique argued he requested Luba schedule the child's dental appointments on her own time, and he would schedule the child's dental appointments on his own time, so they could each attend separately and without the other's interference.[62] Enrique alleged Luba booked the child at four (4) different dental offices over six (6) months, scheduling overlapping appointments and duplicative care including x-rays, including with providers who were not covered by Culinary dental insurance.[63] Enrique stated he scheduled the child with Adventure Smiles, who

---

[60] Id. at p.035-047.

[61] Id. at p.074, November 7, 2025 7:28:31 PM message.

[62] See Defendant's December 7, 2025 Exhibit Appendix at Exhibit 6, p.7 of 880, November 8, 2025 7:19:03 PM message.

[63] Id. at Exhibit 6, p.

accepted Culinary insurance and the child's current x-rays. Enrique asserted the child had all six (6) cavities filled and her regular dental cleaning performed on December 3, 3025 at Adventure Smiles.[64] Enrique stated Luba caused the delay, which was neither medically nor financially logical.

In order to modify visitation, the movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[65] Further, the movant is required to demonstrate adequate cause for an evidentiary hearing on the request to modify custody.[66] 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."[67]

A district court's order must be supported with specific findings which tie the child's best interest to the ultimate custody determination.[68] This Court further has authority to modify

---

[64] Id. at Exhibit 8, Proposed Treatment Plan, Adventure Smiles.

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

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

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

[68] *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)).

temporary orders in the best interest of the child.[69] 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."[70]

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."[71] The 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.[72]

//

//

//

---

[69] 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).

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

[71] *Kelley v. Kelley*,

[72] *Id.*

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

The Court FINDS the child received the necessary dental work required in what appears to be a reasonably timely manner. The Court FINDS neither party provided evidence the child is suffering or substantial likelihood the child will suffer serious harm. The Court FINDS this factor does not favor either party.

2. **The evaluation or recommendation by a medical professional.**

The Court FINDS neither party provided an evaluation or recommendation by a medical professional. The Court FINDS the December 3, 2025 treatment plan from Adventure Smiles appears to show the child would be treated for six (6) cavities and have a dental cleaning.[73] The Court FINDS the parties stipulate to the fact the child had at least two (2) cavities that needed to be filled and required a dental cleaning as recommended by a dental health professional. The Court FINDS this factor does not favor either party.

3. **The risks involved in medically treating the child.**

The Court FINDS Enrique expressed concerns regarding the child receiving unnecessary radiation exposure due to multiple oral ex-rays. The Court FINDS neither party addressed any risks involved in 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

---

[73] See Defendant's Exhibit Appendix at Exhibit 8, Proposed Treatment Plan, Adventure Smiles (filed December 7, 2025).

form an intelligent preference. The Court FINDS this factor does not favor either party.

Based on the foregoing factors, the Court FINDS Luba did not establish it is in the best interest of the child to award her temporary sole legal custody for the purpose of sole medical decision-making authority. Accordingly, the Court DENIES WITHOUT PREJUDICE Luba's request to award her sole legal custody for the purpose of sole medical decision-making authority.

The Court FURTHER FINDS Luba did not establish a substantial change of circumstances affecting the welfare of the child to establish adequate cause for an evidentiary hearing. Specifically, Luba cited the ongoing conflict between the parties over medical appointments and school events as grounds for modification of legal custody. The Court FINDS the parties have an extended history of litigation over these same issues. The Court FINDS Luba did not establish modification is in the child's best interest as set forth above.

Based on the foregoing, the Court DENIES WITHOUT PREJUDICE Luba's request to set an evidentiary hearing to 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.

Luba's Request to Modify Electronic Visitation

Luba requested the modification of her electronic visitation to occur each Tuesday and Thursday at 7:15 PM. Luba stated the current electronic visitation schedule occurs on her exchange days, Mondays and Fridays, so it is no longer reasonable because it occurs on her visitation days. Enrique opposed Luba's request on the basis Luba would not agree to a different arrangement without litigation, it does not harm the child to go for a few days without talking to Luba and Luba tries to keep the child on the phone too long, which upsets the child.

NRS 125C.0045 states in relevant part:

> 1. In any action for determining the custody of a minor child, the court may, except as otherwise provided in this section and NRS 125C.0601 to 125C.0693, inclusive, and chapter 130 of NRS:
>
> (a) During the pendency of the action, at the final hearing or at any time thereafter during the minority of the child, make such an order for the custody, care, education, maintenance and support of the minor child as appears in his or her best interest; and
>
> (b) At any time modify or vacate its order, even if custody was determined pursuant to an action for divorce and the divorce was obtained by default without an appearance in the action by one of the parties.
>
> Ê The party seeking such an order shall submit to the jurisdiction of the court for the purposes of this subsection. The court may make such an order upon the application of one of the parties or the legal guardian of the minor.

The Court FINDS the current electronic visitation schedule is not practicable in light of Luba's current visitation schedule. The Court FINDS Luba demonstrated electronic visitation with the child each Tuesday and Thursday at 7:15 PM is reasonable and in the best interest of the child to foster and facilitate the child's relationship with her mother. Accordingly, the Court ORDERS Luba's visitation SHALL occur each Tuesday and Thursday at 7:15 PM by Zoom, Facetime, or telephone for a period not to exceed fifteen (15) minutes. Luba shall place the call; Enrique SHALL make the child available and ensure the child has reasonable privacy. The parties are prohibited from discussing litigation with the child or recording the child's visitation with either parent for the purpose of litigation.

ACCORDINGLY, the Court ORDERS as follows:

1. The Court DENIES Luba's request to reconsider in its entirety. Luba's renewed requests for relief are further denied.
2. The Court DENIES Luba's request for new relief to order Enrique to produce his wife's income.

3. The Court DENIES Luba's request for new relief Luba's request for findings related to health insurance coverage for the child.

4. The Court DENIES the Court DENIES Enrique's request for attorney fees as legally deficient pursuant to EDCR 5.507(g).

5. The Court the Court GRANTS the stipulation of the parties and ORDERS Winter Break SHALL be modified as follows: The Winter Break holiday period will be divided into two segments based on the school calendar. Specifically, the first segment will begin on the day the school calendar releases for the break and shall continue until December 26th at 12:00 p.m. (noon), when the other parent's timeshare shall begin, to continue until school resumes following the Winter Break. The regular timeshare SHALL immediately begin when school resumes on the first day after Winter Break.

	Even Year	ODD YEAR
First Segment/Christmas	DAD	MOM
Second Segment/New Year's	MOM	DAD

6. The Court the Court DENIES Luba's request to modify all holiday and vacation orders; only the Winter Break provision SHALL BE MODIFIED as ordered above pursuant to the STIPULATION of the parties.

7. The Court DENIES WITHOUT PREJUDICE Luba's request to award her sole legal custody for the purpose of sole medical decision-making authority.

8. The Court DENIES WITHOUT PREJUDICE Luba's request to set an evidentiary hearing to 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.

9. The Court the Court ORDERS Luba's visitation SHALL occur each Tuesday and Thursday at 7:15 PM by Zoom, Facetime, or telephone for a period not to exceed fifteen

(15) minutes. Luba shall place the call; Enrique SHALL make the child available and ensure the child has privacy. The parties are prohibited from discussing litigation with the child or recording the child's visitation with either parent for the purpose of litigation.

Dated this 17th day of February, 2026

HEIDI ALMASE
District Court Judge

F9F 810 DC0A D344
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: 2/17/2026

[redacted]

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 2/18/2026

John Muije

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

Electronically Filed
12/08/2021 9:59 AM
CLERK OF THE COURT

DECD
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
KELLEHER & KELLEHER, LLC
[redacted]
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, [redacted]	CASE NO.: D-18-575860-D DEPT. NO.: P

LAW OFFICES
KELLEHER & KELL[redacted]

STIPULATED DECREE OF DIVORCE

COMES NOW Plaintiff LUBA GONZALEZ, now known as LUBA SNOW, being represented by R. Nathan Gibbs, Esq., of the law firm Kelleher & Kelleher, LLC., and the Defendant, ENRIQUE IVAN VELAZQUEZ-GONZALEZ being represented by Melvin Grimes, Esq of Roberts Stoffel Family Law Group, having reached a full settlement and agreement of all issues before the Court, which were placed on the record in open court on October 11 and October 12, 2021, which is more fully set forth in their marital settlement agreement, a copy of which is attached hereto, the Court Finds as follows:

1. That this Court has complete jurisdiction in the premises, both as to the subject matter thereof as well as the parties hereto. Plaintiff, LUBA GONZALEZ, now known as LUBA SNOW is now and for more than six weeks preceding the commencement of this action has been, an actual, bona fide resident of the County of Clark, State of Nevada, and during all said period of time has been actually, physically and corporeally present, residing and domiciled in Clark County, State of Nevada.

Statistically closed: USJR-FAM-Judgment Reached (Bench Trial) (Close Case) (UJR)

2. The parties were married on on March 30, 2013 in Las Vegas, Nevada, and have ever since been, and still are, husband and wife.

3. The parties are incompatible in marriage and there is no possibility of reconciliation.

4. The parties have one minor child born the issue of this marriage to wit [redacted] Gonzalez born [redacted] Plaintiff is currently not pregnant and there are no adopted minor children.

WHEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the parties are hereby wholly dissolved, set aside and forever held for naught, and an absolute decree of divorce is hereby granted to the parties, and each of them, are hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement Agreement signed by the parties is hereby incorporated and merged into this Decree by reference, attached hereto and marked as Exhibit 1, and addresses division of assets and debts. The Marital Settlement Agreement was executed and acknowledged pursuant to NRS 123.270.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all matters regarding community property and debt, and alimony are addressed in the parties' Marital Settlement Agreement attached hereto as Exhibit 1.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce, including the incorporated and merged Marital Settlement Agreement, constitute a full and final settlement between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has during the pendency of this action legally changed her name to LUBA SNOW, and hereafter shall be known as LUBA SNOW.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall do each and every act required by and comply fully with each and every provision set forth in this Decree, in its entirety. If either party fails to comply with this Decree, such party, among other things, shall be subject to this Court's power to impose penalties of contempt upon him or her, and the one failing to comply with this Decree shall be assessed with all attorney's fees and costs of the other party.

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
[redacted]

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim, action or proceeding is brought seeking to hold a party liable on account of any debt, obligation or liability assumed by the other party, the party who has assumed the debt, obligation or liability will, at his or her sole expense, defend the other against any such claim or demand, and he or she will indemnify, defend and hold harmless the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall execute any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer necessary to effectuate this Decree. Shall either party fail to execute any of said documents to transfer interest to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the other, as herein provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party contract any debts, charges or liabilities whatsoever for which the other's property or estate shall or may become liable and shall hold the other party harmless and indemnify therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce shall constitute a release of any and all claims, whether civil or otherwise, that may have been filed by either party against the other through and including the date of this Decree that any motions pending with the court are hereby vacated. The parties both agreed to settle and not proceeding with litigation and/or trial.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties agree to waive their right to written notice of entry, appeal, findings of fact and conclusions of law, and/or the right to seek Rule 60(b) relief or other post-judgment relief from this Court, except motions to compel compliance with this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties shall confidentially file their Social Security numbers with the court clerk pursuant to NRS 125.130.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRCP 70 the court clerk may sign any and all documents necessary to effectuate the terms of this divorce if either party is unwilling or unable to do so after the decree of divorce is entered.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have agreed that the provisions in this Decree of Divorce are fair and reasonable, and voluntarily agree to be bound by all its terms.

Dated this 8th day of December, 2021

188 434 5A7E 9EA3
Mary Perry
District Court Judge

Submitted by:

KELLEHER & KELLEHER, LLC

R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
40 S. [redacted]

Attorney for Plaintiff

Approved as to form and content:

ROBERTS STOFFEL FAMILY LAW

MELVIN GRIMES, ESQ.
Nevada Bar No. 12972

Attorney for Defendant

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. [redacted]

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

EXHIBIT 1

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made on this 7th day of December, 2021, by and between ENRIQUE IVAN VELAZQUEZ-GONZALEZ, hereinafter referred to as Husband, and LUBA SNOW, formerly known as LUBA GONZALEZ, hereinafter referred to as Wife (or jointly referred to as "the parties"), with reference to the following facts:

A. The parties were married on March 30, 2013 in Las Vegas, Nevada.

B. [redacted]

C. Irreconcilable differences and incompatibility arose between Husband and Wife.

D. The parties have a pending divorce action in the Eighth Judicial District Court, Clark County Nevada, Family Division in case number D-18-575860-D.

E. The parties intend that this Agreement will be incorporated and merged into and become a part of their final Decree of Divorce.

F. Husband was born on [redacted] Wife was born on [redacted]

G. Wife has been represented by R. Nathan Gibbs, Esq. from December 18, 2019 through October 15, 2020, and from February 9, 2021 to present. Husband has been represented by Melvin R. Grimes Esq. since March 18, 2019.

ARTICLE 1

PURPOSES OF AGREEMENT

1.1. Final Settlement. To make a final and complete settlement of all property rights and debt obligations between the parties, as well as all issues relating to child custody and visitation, other than the issue of the child's schooling.

EG LS

1.2. Support. To resolve, finally, the support rights and obligations, including spousal support and child support between the parties; and

1.3. Claims. To relinquish any and all past, present, or future claims that each may have against the property or estate of the other, or of his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.

WHEREFORE, the parties agree to the following:

ARTICLE 2

EFFECTIVE DATE

2.1. Effective Upon Execution. This Agreement will be effective as of October 12, 2021, when these agreements were placed on the record in open court, and the parties were divorced by the Court.

ARTICLE 3

SPOUSAL SUPPORT

3.1. Waiver of Spousal Support. Husband and Wife each forever waive the right to receive any spousal support from the other. Husband and Wife each acknowledge that they have been advised that the waiver of spousal support is permanent, and nonmodifiable. Each understands that even if this agreement works a financial hardship on either party in the future, they cannot hereafter seek spousal support nonetheless. With full knowledge of the foregoing, each party enters into this waiver spousal support freely and knowingly.

EG

ARTICLE 4

DIVISION OF ASSETS

4.1. Assets and Obligations Listed. The parties agree that the separate and community property will be divided as follows:

4.1.1 Marital Home:

The marital home at [redacted] shall be listed for sale under the following protocol: Husband's attorney shall provide to Wife's attorney the names of three (3) realtors as possible candidates to represent Husband and Wife as the sellers of this home. Wife shall select one of those three names to be the realtor to list the home for sale on behalf of Husband and Wife. Husband and Wife shall follow the realtor's recommendations with respect to the listing price, sales price, and sales terms of the marital residence. If for some reason, the realtor chosen does not meet the parties' expectations, a different realtor may be selected to sell the home after the contract with that realtor expires.

The parties shall obtain contact information and documentation of up to date balances owed for all creditors which are deemed joint obligations under subsection 5.1.1 below, and provide the same to their counsel, such that both counsel shall have this documentation and information. Husband's counsel and/or Wife's counsel shall contact the creditors of the joint obligations and shall endeavor to obtain agreements for payoffs at reduced balances .

Upon sale of the home, the mortgage and other voluntary encumbrances, including any government assistance programs, shall be paid, and the joint obligations as defined in subsection 5.1.1 shall be paid off at the reduced balances negotiated by the attorney(s), or if the creditors will not reduce the balances, paid off. To accomplish this, the proceeds from the sale shall be deposited

EG

into the trust account of Roberts Stoffel Law Group, and held there until the joint debt is negotiated and paid. Any payments to any creditors or parties from the trust account shall only be made upon by a written stipulation executed by both the attorneys and both the parties, or if either party represents themselves hereafter, by that party in proper person and the other represented party and their counsel. The balance of the proceeds shall be equally divided and paid to the parties from the trust account.

4.1.2. Assets to Husband. Husband shall receive as his sole and separate property the following items:

A. Any and all bank accounts in his name;

B. His share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in his possession and any other assets titled in his individual name will remain his sole and separate property.

4.1.3. Assets to Wife. Wife shall receive as her sole and separate property the following items:

A. Any and all bank accounts in her name;

B. Her share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in her possession and any other assets titled in her individual name will remain her sole and separate property.

EG

4.2. Retirement accounts . The parties confirm that there are no retirement accounts to be adjudicated by the court.

4.3. Taxes. The parties shall file any and all state or federal income tax returns individually. beginning in the 2020 tax year.

ARTICLE 5

DIVISION OF DEBTS

5.1. Assets and Obligations Listed. The parties agree that the debts shall be allocated as follows:

5.1.1 Joint Obligations:

Pursuant to the decision by the court at the divorce trial, the following debts shall be deemed joint obligations that both parties shall be responsible for:

A. The Wells Fargo Joint Credit Card, including any liability for suit;

B. The Capitol One Credit Card, including any liability for suit;

C. The Babies R Us debt;

D. The Target/TD Bank Debt, including any liability for suit;

E. The Macy's card Debt/Cavalry debt, including any liability for suit;

F. The Chase Bank/Mazda debt; and

G. The Home Depot debt.

5.1.2 Obligations to Husband. Husband shall assume as his sole and separate debt, and shall forever indemnify and hold Wife harmless from the following :

EG

A. His ½ share of the debts identified in Subsection 5.1.1 above;

B. The American Express Card in Husband's Name;

C. Any credit cards in his own name and all other debts held solely in his name.

5.1.3 Obligations to Wife. Wife shall assume as her sole and separate debt, and shall forever indemnify and hold Husband harmless from the following:

A. Her ½ share of the debts identified in Subsection 5.1.1 above;

B. The RC Willey/Richland Holdings Debt;

C. The Commity/Victoria's Secret Debt;

D. The American Gem debt;

E. The Floor and Decor/Synchrony Bank Debt;

F. The Holly Sheets debt

G. Any other credit cards in her own name and all other debts in her own name.

5.2. Credit Card Accounts. Within thirty (30) days of the signing of this Agreement, each party will remove the other from any credit cards or other accounts upon which the other's name appears, if any, for any credit accounts that are under his or her control. Each of the parties will be solely responsible and forever hold the other harmless from any debts incurred on any credit card or other accounts maintained by him or her from the date of execution of this Agreement.

ARTICLE 6

CREDITORS' REMEDIES

6.1. Creditor's Remedies. The parties acknowledge and understand that even though a debt or obligation may be assigned to one party as part of the division of property and debts, that assignment does not restrict creditors' rights to seek payment from the other party. In the event of

any creditor's action against the party who is not responsible for that debt under the terms of this Agreement, the debtor party will hold the other free and harmless from and fully indemnify the other for any such payment and any court costs and attorney fees incurred in defending against any creditor's claim.

ARTICLE 7

WARRANTIES, COVENANTS, AND RELEASES

7.1. Disclosure of Assets. The parties warrant to each other that neither party owns any community property of any kind, other than the property listed in this Agreement. The parties acknowledge that each of them has conscientiously endeavored to fulfill the duty of full disclosure.

7.2 Unauthorized Gifts. Each party warrants to the other that the warrantor has not made, without the warrantee's knowledge and consent, any gift or disposition of community property other than dispositions in exchange for adequate consideration to the community.

ARTICLE 8

INHERITANCE RIGHTS

8.1. Mutual Waiver of Inheritance Rights. Each party waives and renounces any and all rights to inherit the estate of the other at the other's death or to receive any property of the other under a will executed before the effective dated of this Agreement or to claim any (a) family allowance, (b) probate homestead, © rights or claims of dower, curtesy, or any statutory substitute now or hereafter provided under the laws of any state in which the parties may die domiciled or in which they may own real property, or to act as executor or other personal representative under a will

EG

of the other executed before the effective date of this Agreement, or to act as administrator, or as administrator with the will annexed, of the other's estate under any circumstances.

ARTICLE 9

CHILD CUSTODY AND VISITATION

9.1. Legal Custody. The parties agree that they shall share joint legal custody of the minor child, [redacted] Gonzalez. Joint legal custody shall be defined as follows:

> The parents shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the children's best interests, and not to promote the personal desires of either party.
>
> The parents shall confer with each other on all matters regarding the children's health care, including but not limited to, medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health condition of the children except in emergency situations when prior consultations are not possible.
>
> The parents shall confer with each other on all matters pertaining to the religious training and upbringing of the children.
>
> The parents shall confer with each other regarding decisions pertaining to the education and school curriculum of the children.
>
> Each parent shall share with the other parent information concerning the well-being of the children, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the children; samples of school work; order forms for school pictures; and all communications from health care providers, childcare providers, and educators.
>
> The parents shall confer with each other regarding the extracurricular activities which are available to or contemplated for the children either through the regular school curriculum or outside of the school curriculum, and shall inform the other parent of the times and places of athletic events and extracurricular events of the children so that the other parent shall also have the opportunity to participate in such activities.
>
> Both parents shall be allowed free access to any and all records pertaining to their children. Both parents shall be allowed to confer independently with any and

EG

all professionals involved with their children.

Each parent shall keep the other parent informed of his or her respective address, home and work telephone numbers, and shall notify the other parent of any change thereto within twenty-four (24) hours of any change.

Each parent shall be entitled to reasonable telephone communication with the children. Each parent is restrained from unreasonably interfering with the children's right to privacy during such telephone conversations with the other parent.

In the event that either parent shall take the children out of state on vacation, that parent shall specifically notify the other parent of the plans in advance and provide a telephone number and itinerary to the other parent.

9.2. Physical Custody. The parties agree that they will share joint physical custody of [redacted] Gonzalez, born [redacted] subject to the visitation schedule as set forth below.

9.3. Regular Visitation. The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial shall take place as follows: The parties shall exercise a week on, week off scheduled with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m., when school commences until the following Wednesday at 9:00 a.m., except where superceded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that same day, on Wednesday.

Except where superceded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 a.m. at the Chevron Gas Station located at [redacted] Las Vegas, [redacted] This shall also be the exchange point whenever a custody exchange is to be made someplace other than the child's school. When a custody exchange is made at the Chevron Gas

EG

Station located at [redacted] the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely, and leave.

In the event that the child falls ill after she is delivered to school by the sending parent, or is sent home by the school for some reason before the end of the school day, the receiving parent shall have the right and the responsibility to get the child from school, as once the child is delivered to the school, the custody time of the receiving parent commences.

Additionally, whereas Husband travels outside of the country, and Wife may also travel, the parties agree that in the event either parent is away from the child during the commencement of his or her custody time, and will not be with the child for more than 24 hours after the time his or her custody time should begin, the child will remain with the other parent until the away parent does return, at which time the away parent's custody time shall commence, and shall continue until the same time it would have ended if it commenced at 9:00 a.m. on Wednesday.

9.4. Holiday/Vacation Visitation. The parties have been advised that with an alternating weekly schedule such as this, they will likely each have the opportunity to enjoy major holiday times in an alternating yearly fashion. Nonetheless, the parties have agreed to the following specifics items with respect to holidays.

9.4.1 Wife's Birthday. Each year the minor child shall be with Wife on her birthday, which is November 9th, from 10:00 a.m. on November 9th through 12:00 p.m. on November 10th.

9.4.2 Husband's birthday. Each year the minor child shall be with Husband on

EG

his birthday, which is August 22n, from 10:00 a.m. on August 22nd through 12:00 p.m. on August 23rd.

9.4.3 Mother's Day. Each year the minor child shall reside with Wife from 10:00 a.m. on Mother's Day through 12:00 p.m. on the day following Mother's Day.

9.4.4 Father's Day. Each year the minor child shall reside with Husband from 10:00 a.m. on Father's Day through 12:00 p.m. on the day following Father's Day.

9.4.5 Thanksgiving 2021/2022: Husband shall have the minor child for the Thanksgiving holiday in 2021 from 10:00 a.m. to 8:00 p.m. Wife shall have the minor child on Thanksgiving Day in 2022 from 10:00 a.m. to 8:00 p.m. The parties shall alternate Thanksgiving each year thereafter such that Husband has the child for Thanksgiving Day in odd numbered years and Wife has the child for Thanksgiving Day in even numbered years.

9.4.6 Halloween Holiday 2021/2022: Husband shall have the minor child for the Halloween holiday in 2021 from 12:00 p.m. until 7:00 p.m. and Wife shall have the minor child for the Halloween holiday in 2022 from 12:00 p.m. until 7:00 p.m. Thereafter whichever party has the child on October 31, 2021 shall be entitled to observe the holiday with the child during his or her time.

9.4.7 Christmas Holiday/Winter Break: Wife shall have the minor child from December 17, 2021 through December 26, 2021 at 12:00 p.m. in 2021. Husband shall have the minor child from December 26, 2021 at 12:00 p.m. through January 5, 2022, at 12:00 p.m.

Beginning in 2022, Winter Break with the Child shall consist of two parts. The first part stars

EG

on the last day of the child's school and runs through December 26th 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 26th at 12:00 p.m., and the other parent shall have the minor child from December 26th through the first day in January 2022, at which time the child will then go to the other parent, starting the normal weekly custody schedule.

9.5 Vacation Time with the Child. Husband and Wife each have the right to take up to 7 days of vacation time per year with the child, which must be taken in one block of no more than 7 days per year. If in a given year Husband or Wife chooses to exercise a vacation block of time lasting less than 7 days duration, he or she will forfeit the balance of their vacation days for that year. The vacation period may be added to normal custody time such that Husband or Wife may, by exercising vacation time have the child for up to three weeks total by taking the child for his or her normal one week of custody time, plus a vacation week, then continuing to have the child during the following week, which would otherwise be the vacating parent's custody time anyway. Each party is required to give no less than 30 days' written notice of the planned vacation, and in the event of a dispute wherein both parties want the same dates or overlapping dates for a vacation with the child, the party who first gave written notice shall be entitled to take the vacation block he or she provided in written notice to the other.

There is no requirement that a vacation be spent outside of Nevada or outside of Las Vegas.

9.5.1 Itinerary. Whenever a party travels outside of Nevada with the minor child, that party shall provide a written itinerary to the other parent as soon as is practicable,

EG

and no later than 14 days prior to the trip. The itinerary shall set forth all flights the minor child will take, and for each night of the trip, the address where the child will be staying each night she is away from Las Vegas, (and if applicable the name of the hotel where the child will be staying), and a number at which the child may be reached in the event of an emergency. If the border crossing will be by car or on foot, the parent taking the child out of the country will also provide the dates of the border crossings as part of the itinerary.

9.5.2 No Interference with Child's Schooling: Vacations and trips out of Las Vegas may not be taken in a manner which interferes with the child's schooling.

9.6 *Zoom Video Conferencing* with the Minor Child: Wife shall continue to have the right to have Zoom video calls with the child while she is in the custody of the other parent on Mondays and Fridays. These shall take place 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. This right shall also apply during vacation or holiday times.

9.7. Modifications. Unless there is an emergency, any modifications to either the Regular Visitation or the Holiday/Vacation Visitation Schedules must be agreed upon in advance by both parties.

9.8. Communications 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 communications 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. Neither party shall use Talking Parents to harass the other, and both parties shall endeavor to use professional, polite, and respectful language in the Talking Parents communications, and refrain from name-calling or foul language directed at the other party.

9.9. Counselor. The parties agree that the minor child may go to see a counselor. Wife may select the counselor and will be responsible to pay all co-pays for the same. The counseling will take place only during Wife's custody time, unless an agreement is reached otherwise hereafter. Husband and wife understand and agree that the counselor is not to be used as a tool to develop court testimony for a custody battle, unless there is a mandatory reporting issue that arises involving the counselor, but that the counseling shall be solely for the purpose of assisting the child with any difficulty she has relative to the divorce, or other life circumstances. Both parties shall participate in counseling as needed.

ARTICLE 10

CHILD SUPPORT

10.1. Monthly Child Support/Waiver of Arrears. Effective October 12, 2021 the parties agree that whereas neither party is currently working, the amount of child support due to the other pursuant to NAC 425.140 is $0.00. The parties further agree that neither party will seek child support from the other, nor have a right to look into the earnings of the other party until 18 months have elapsed since the October 12, [redacted] date. After 18 months have elapsed, the parties shall exchange financial information to determine whether either party should pay child support to the other.

EG

There is currently a child support order in effect whereby Husband was ordered to pay child support to Wife. Husband and Wife agree that any monies due under that order, including any and all unpaid arrears, interest or penalties are hereby waived by Wife. Wife certifies that she has not received any welfare monies, and this waiver will not cause her to be on government welfare assistance. Husband and Wife further agree that any and all child support arrears which could potentially could become due prior to October 12, 2021 by either party to the other are hereby waived, and neither party shall owe the other party any child support for any period prior to October 12, 2021.

10.2. Other Expenses. The parties agree to evenly divide the costs of all mutually agreed-upon extracurricular activities for the child. If the parties do not agree on an activity for the children, the parent wanting to enroll the child in that activity will bear the full cost associated with the activity.

10.3. Wage Assignment. That parties are hereby put on notice that, pursuant to NRS 125.450, a parent responsible for paying child support is subject to NRS 31A.020 to 31A.240, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes regarding the withholding of wages and commissions for the delinquent payment of child support. These statutes and provisions require that, if a parent is responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay, then that person's wages or commissions shall immediately be subject to wage assignment, pursuant to the provisions to the above-cited statutes.

10.4. Review. The parties are also put on notice that NRS 125B.145 and NRS 125.230 allow the court to review a child support order every three years to determine whether child support

EG

can be modified to align with the statutory formula set out in NRS 125B.070; the parties must request a review, it is not an automatic function of the court. The parties have however stipulated to an 18 month review voluntarily, as a condition of this agreement.

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. The paying party will have thirty (30) days to provide a receipt for medical services rendered, and the reimbursing party will have thirty (30) days in which to reimburse his or her half of the bill. If the paying party does not provide the receipt within thirty (30) days, the expense may be considered waived. If the reimbursing party does not remit payment within thirty (30) days, he or she may be held in contempt of court.

10.6. Tax Benefit. The parties shall alternate the child tax credits each year with Husband claiming the minor children beginning in odd numbered tax years and Wife claiming the minor children in even numbered tax years.

10.7 Passport. The parties agree that the minor child's passport shall be renewed. Wife has executed the documents requested to accomplish the renewal, and agrees that she shall execute any other documents necessary for the minor child to renew her passport, and Husband will also execute whatever documents are needed for the minor child to have her passport renewed.

In the summer months when the minor child is not in school, the passport shall be exchanged by the parents with the child such that it is always with the custodial parent. During the rest of the year in 2021 and in even numbered years thereafter, Husband shall have the passport whenever it is

EG

not needed by Wife for her international travel, and in odd numbered years during the rest of the year other than summer, Wife shall have the passport whenever it is not needed by Husband for his international travel. Both parties have a duty to provide an itinerary prior to travel with the minor child, as elsewhere provided herein, and both parties have a duty to ensure that the party who will need the minor child's passport for traveling with the minor child at the last custody exchange to the traveling parent immediately prior to the planned international travel with the minor child.

ARTICLE 11

RESIDENCE OF THE MINOR CHILDREN AND NOTICES

11.1. Pursuant to NRS 125C.100, the minor children's habitual residence is Nevada.

11.2. Notice is hereby given of the following provision of NRS 125C.200:

> 1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to move relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent must, as soon as possible and before the planned move, attempt shall, before relocating:
>
> (a) Attempt to obtain the written consent of the noncustodial parent to move relocate with the child from this State. If ; and
>
> (b) If the noncustodial parent refuses to give that consent, the custodial parent shall, before leaving this State with the child, petition the court for permission to move relocate with the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent.
>
> 2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:
>
> (a) Without having reasonable grounds for such refusal; or
>
> (b) For the purpose of harassing the custodial parent.
>
> 3. A parent who relocates with a child pursuant to this section without

TG

the written consent of the noncustodial parent or the permission of the court is subject to the provisions of NRS 200.359.

11.3. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(6), which became effective on October 1, 2015, the parties are hereby placed on notice of the following:

> PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

11.4. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(7) and (8), which became effective on October 1, 2015, the parties are hereby placed on notice that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

ARTICLE 12

ATTORNEY FEES

12.1. Attorney Fees and Costs. Husband agrees to be responsible for his own attorney's fees and costs incurred in the divorce litigation and in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement. Wife agrees to be

EG

responsible for her own attorney's fees and costs incurred in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement.

ARTICLE 13

GENERAL PROVISIONS

13.1. Entire Agreement; Settlement and Release. The parties intend this Agreement to be a final and complete settlement of all of their rights and obligations arising out of the marriage and acknowledge that it contains the entire agreement on the matters it covers and it supersedes any previous Agreement between the parties. Except as otherwise provided in this Agreement, each party releases the other from any and all debts, obligations, and liabilities owing to the other, whether incurred before or after the effective date of this Agreement. Each party releases and discharges the other from any right to claim any interest in the property of the other, except as provided in this Agreement. Each party releases the other from any claims of reimbursement because of conduct of either party during the marriage or with respect to any asset during the pendente lite period up to the date upon which this Agreement is last executed.

13.2. Execution of Other Documents. Each party agrees that he or she will, upon request, execute, acknowledge, and deliver to the other party or to the other party's executor or representative any and all documents, deeds, contracts, releases, bills of sale, promissory notes, or other instruments necessary to effectuate the terms of this Agreement. Either party who fails to comply with this paragraph will reimburse the other for any expenses, including attorney fees and court costs, that, as a result of this failure, become reasonably necessary for carrying out this Agreement.

EG

13.3. Mutual Release from Interspousal Obligations. Except as otherwise provided in this Agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage. The parties have considered and provided for such claims in this Agreement.

13.4. Amendment. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. However, those provisions of this Agreement that are specifically modifiable may be modified either by the written consent of both parties or by an order of a court of competent jurisdiction. Each party waives the right to claim, contend, or assert in the future that this Agreement was modified, canceled, superseded, or changed by oral agreement, course of conduct, or estoppel.

13.5. Binding Effect. This Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successor in interest of each party.

13.6. Effect of Reconciliation. Any reconciliation between the parties will not cancel, terminate, or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both parties.

13.7. Severability. This is an integrated agreement entered into by the parties because of the overall settlement. Therefore, if any term, provision, or condition of this Agreement is altered or held by a court of proper jurisdiction to be invalid, void, or unenforceable, and should enforcement of the remaining provisions then result in a substantial injustice to one party, the parties request and agree that the Court retain jurisdiction to modify the remainder of the Agreement to the

EG

extent necessary to cure the injustice. Otherwise, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

13.8. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the State of Nevada, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties.

13.9. Continuing Jurisdiction. The parties agree that the Court will have continuing jurisdiction to enforce the executory provisions of this Agreement.

13.10. Headings. The parties agree that section headings as used in this Agreement are for convenience and reference only and will not influence the interpretation of any of the terms or provisions of this Agreement. The parties intend paragraph numbers, as used in the body of this Agreement, to be read as including the paragraph listed and all of its sub-parts.

13.11. Incorporation into Judgment. This Agreement will be submitted to the Court in the parties' dissolution action and be incorporated into the judgment of dissolution. The parties by the terms of said judgment will be ordered to comply with the terms of this Agreement. However, the parties intend and agree that the terms of this Agreement will bind them regardless of its incorporation into any judgment of dissolution of marriage. This Agreement does not depend on approval of the Court for it to be binding upon the parties.

13. 12. Drafter. Neither party shall be deemed to be drafter of this Agreement. In the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. Husband and Wife hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

EG

13.13. Agreement Voluntary and Clearly Understood. In affixing their signatures to this Agreement, each of the parties is acknowledging that he or she has read the Agreement and discussed it with his or her attorneys, that each understands all of its terms, and agrees to be bound by its provisions. The parties have not entered into the terms of this settlement under duress or coercion, but upon due reflection.

Dated this 07 day of December, 2021.

Enrique Ivan Velazquez-Gonzalez, Husband

Dated this ____ day of December, 2021.

Luba Snow, Wife

EG

ATTORNEY CERTIFICATION FOR HUSBAND

The undersigned, MELVIN R. GRIMES,, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by ENRIQUE IVAN VELAZQUEZ-GONZALEZ, a party to the foregoing Agreement, and has explained to him the meaning and legal effect of it, and that ENRIQUE IVAN VELAZQUEZ-GONZALEZ has acknowledged his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Dated this 7th day of December, 2021.

MELVIN R. GRIMES, ESQ.
Nevada Bar No. 12972
Roberts Stoffel Family Law Group
[redacted]
Attorney for Husband

EG

ATTORNEY CERTIFICATION FOR WIFE

The undersigned, R. NATHAN GIBBS, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by LUBA SNOW, a party to the foregoing Agreement, and has explained to her the meaning and legal effect of it, and that LUBA SNOW has acknowledged her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Dated this 7 day of December, 2021.

R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
Kelleher & Kelleher, LLC
[redacted]
Attorney for Wife

EG

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

ENRIQUE IVAN VELAZQUEZ-GONZALEZ, being first duly sworn, deposes and says:

That he is the Husband in the above entitled Agreement; that he has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of his own knowledge. He also verifies that he has signed the aforesaid document of his own free will, without duress, coercion or while under the influence of a substance that would impair his ability to understand the document he signed. He acknowledges his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Enrique Ivan Velazquez-Gonzalez

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.

NOTARY PUBLIC

COLLEEN O'BRIEN
Notary Public, State of Nevada
Appointment No. 07-4047-1
My Appt. Expires Nov 27, 2024

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

LUBA SNOW, being first duly sworn, deposes and says:

That she is the Wife in the above entitled Agreement; that she has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of her own knowledge. She also verifies that she has signed the aforesaid document of her own free will, without duress, coercion or while under the influence of a substance that would impair her ability to understand the document she signed. She acknowledges her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Luba Snow

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.

NOTARY PUBLIC

COLLEEN O'BRIEN
Notary Public, State of Nevada
Appointment No. 07-4047-1
My Appt. Expires Nov 27, 2024

EG LS

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

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

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Decree of Divorce 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: 12/8/2021

[redacted]

Melvin Grimes [redacted]

Electronically Filed
12/10/2021 9:19 AM
Steven D. Grierson
CLERK OF THE COURT

NED
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
KELLEHER & KELLEHER, LLC
[redacted]
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, v. ENRIQUE IVAN VELASQUEZ-GONZALEZ, Defendant.	CASE NO.: D-18-575860-D DEPT. NO.: I

LAW OFFICES
KELLEHER & KELLEHER, LLC
[redacted]

NOTICE OF ENTRY OF DECREE

TO: ALL PARTIES IN INTEREST:

YOU ARE HEREBY GIVEN NOTICE that an STIPULATED DECREE OF DIVORCE was filed on December 8, 2021. A copy of said Decree is attached hereto.

DATED this 10th day of December, 2021.

KELLEHER & KELLEHER, LLC

/s/R. Nathan Gibbs
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 005965
[redacted]
Attorney for Plaintiff

CERTIFICATE OF MAILING

I hereby certify that I am an employee of KELLEHER & KELLEHER, LLC., and that on the 10th day of December, 2021, I caused the above and foregoing NOTICE OF ENTRY OF DECREE, to be served as follows:

[X] Pursuant to EDCR 8.05(a), EDCR 8.05(f), NRCP 5(b)(2)(D) and Administrative Order 14-2 captioned "In the Administrative Matter of Mandatory Electronic Service in the Eighth Judicial District Court," by mandatory electronic service through the Eighth Judicial District Court's electronic filing system;

[ ] By placing the same to be deposited in the United States Mail, in a sealed [redacted] upon which First Class postage was prepaid in Las Vegas, Nevada;

[ ] Pursuant to EDCR 7.26, to be sent via facsimile, by duly executed consent for service by electronic means.

To the following attorney(s) listed below at the address, email address, and/or facsimile number indicated below:

Melvin R. Grimes, Esq.
[redacted]w Group
[redacted]

/s/Stacey L. Stirling
An employee of KELLEHER & KELLEHER, LLC.

LAW OFFICES
[redacted] & KELLEHER LLC

ELECTRONICALLY SERVED
12/8/2021 10:00 AM

Electronically Filed
12/08/2021 9:59 AM
CLERK OF THE COURT

DECD
R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
KELLEHER & KELLEHER, LLC
[redacted]
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ,	CASE NO.: D-18-575860-D DEPT. NO.: P

[redacted]

LAW OFFICES
KELLEHER & KELLEHER, LLC
[redacted]
HENDERSON, NEVADA

STIPULATED DECREE OF DIVORCE

COMES NOW Plaintiff LUBA GONZALEZ, now known as LUBA SNOW, being represented by R. Nathan Gibbs, Esq., of the law firm Kelleher & Kelleher, LLC., and the Defendant, ENRIQUE IVAN VELAZQUEZ-GONZALEZ being represented by Melvin Grimes, Esq of Roberts Stoffel Family Law Group, having reached a full settlement and agreement of all issues before the Court, which were placed on the record in open court on October 11 and October 12, 2021, which is more fully set forth in their marital settlement agreement, a copy of which is attached hereto, the Court Finds as follows:

1. That this Court has complete jurisdiction in the premises, both as to the subject matter thereof as well as the parties hereto. Plaintiff, LUBA GONZALEZ, now known as LUBA SNOW is now and for more than six weeks preceding the commencement of this action has been, an actual, bona fide resident of the County of Clark, State of Nevada, and during all said period of time has been actually, physically and corporeally present, residing and domiciled in Clark County, State of Nevada.

2. The parties were married on on March 30, 2013 in Las Vegas, Nevada, and have ever since been, and still are, husband and wife.

3. The parties are incompatible in marriage and there is no possibility of reconciliation.

4. The parties have one minor child born the issue of this marriage to wit [redacted] Gonzalez born [redacted] Plaintiff is currently not pregnant and there are no adopted minor children.

WHEREFORE, IT IS HEREBY ORDERED ADJUDGED AND DECREED that the bonds of matrimony now and heretofore existing between the parties are hereby wholly dissolved, set aside and forever held for naught, and an absolute decree of divorce is hereby granted to the parties, and each of them, are hereby restored to the status of a single, unmarried person.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Marital Settlement Agreement signed by the parties is hereby incorporated and merged into this Decree by reference, attached hereto and marked as Exhibit 1, and addresses division of assets and debts. The Marital Settlement Agreement was executed and acknowledged pursuant to NRS 123.270.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all matters regarding community property and debt, and alimony are addressed in the parties' Marital Settlement Agreement attached hereto as Exhibit 1.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce, including the incorporated and merged Marital Settlement Agreement, constitute a full and final settlement between the parties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff has during the pendency of this action legally changed her name to LUBA SNOW, and hereafter shall be known as LUBA SNOW.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall do each and every act required by and comply fully with each and every provision set forth in this Decree, in its entirety. If either party fails to comply with this Decree, such party, among other things, shall be subject to this Court's power to impose penalties of contempt upon him or her, and the one failing to comply with this Decree shall be assessed with all attorney's fees and costs of the other party.

LAW OFFICES
KELLEHER & KELLEHER LLC
HENDERSON, NEVADA 89074

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if any claim, action or proceeding is brought seeking to hold a party liable on account of any debt, obligation or liability assumed by the other party, the party who has assumed the debt, obligation or liability will, at his or her sole expense, defend the other against any such claim or demand, and he or she will indemnify, defend and hold harmless the other party.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall execute any and all legal documents, certificates of title, bills of sale, deeds or other evidence of transfer necessary to effectuate this Decree. Shall either party fail to execute any of said documents to transfer interest to the other, then it is agreed that this Decree shall constitute a full transfer of the interest of one to the other, as herein provided.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that neither party contract any debts, charges or liabilities whatsoever for which the other's property or estate shall or may become liable and shall hold the other party harmless and indemnify therefrom.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Decree of Divorce shall constitute a release of any and all claims, whether civil or otherwise, that may have been filed by either party against the other through and including the date of this Decree that any motions pending with the court are hereby vacated. The parties both agreed to settle and not proceeding with litigation and/or trial.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties agree to waive their right to written notice of entry, appeal, findings of fact and conclusions of law, and/or the right to seek Rule 60(b) relief or other post-judgment relief from this Court, except motions to compel compliance with this Decree.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that both parties shall confidentially file their Social Security numbers with the court clerk pursuant to NRS 125.130.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to NRCP 70 the court clerk may sign any and all documents necessary to effectuate the terms of this divorce if either party is unwilling or unable to do so after the decree of divorce is entered.

LAW OFFICES
KELLEHER & KELL[redacted]R LLC
[redacted] S. STEPHANIE STREET, [redacted]

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the parties have agreed that the provisions in this Decree of Divorce are fair and reasonable, and voluntarily agree to be bound by all its terms.

Dated this 8th day of December, 2021

Mary Perry
District Court Judge

Submitted by:

KELLEHER & KELLEHER, LLC

R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
[redacted]
Attorney for Plaintiff

Approved as to form and content:

ROBERTS STOFFEL FAMILY LAW

MELVIN GRIMES, ESQ.
Nevada Bar No. 12922
Attorney for Defendant

LAW OFFICES
KELLEHER & KELLEHER LLC
40 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
[redacted]

LAW OFFICES
KELLEHER & KELLEHER LLC
400 S. STEPHANIE STREET, SUITE #201
HENDERSON, NEVADA 89012
(702) 384-7494
Facsimile (702) 384-7545

EXHIBIT 1

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made on this 7th day of December, 2021, by and between ENRIQUE IVAN VELAZQUEZ-GONZALEZ, hereinafter referred to as Husband, and LUBA SNOW, formerly known as LUBA GONZALEZ, hereinafter referred to as Wife (or jointly referred to as "the parties"), with reference to the following facts:

A. The parties were married on March 30, 2013 in Las Vegas, Nevada.

B. [redacted]

C. Irreconcilable differences and incompatibility arose between Husband and Wife.

D. The parties have a pending divorce action in the Eighth Judicial District Court, Clark County Nevada, Family Division in case number D-18-575860-D.

E. The parties intend that this Agreement will be incorporated and merged into and become a part of their final Decree of Divorce.

F. Husband was born on [redacted] Wife was born on [redacted]

G. Wife has been represented by R. Nathan Gibbs, Esq. from December 18, 2019 through October 15, 2020, and from February 9, 2021 to present. Husband has been represented by Melvin R. Grimes Esq. since March 18, 2019.

ARTICLE 1

PURPOSES OF AGREEMENT

1.1. Final Settlement. To make a final and complete settlement of all property rights and debt obligations between the parties, as well as all issues relating to child custody and visitation, other than the issue of the child's schooling.

EG LS

1.2. Support. To resolve, finally, the support rights and obligations, including spousal support and child support between the parties; and

1.3. Claims. To relinquish any and all past, present, or future claims that each may have against the property or estate of the other, or of his or her executors, administrators, representatives, successors, and assigns, except as otherwise provided herein.

WHEREFORE, the parties agree to the following:

ARTICLE 2

EFFECTIVE DATE

2.1. Effective Upon Execution. This Agreement will be effective as of October 12, 2021, when these agreements were placed on the record in open court, and the parties were divorced by the Court.

ARTICLE 3

SPOUSAL SUPPORT

3.1. Waiver of Spousal Support. Husband and Wife each forever waive the right to receive any spousal support from the other. Husband and Wife each acknowledge that they have been advised that the waiver of spousal support is permanent, and nonmodifiable. Each understands that even if this agreement works a financial hardship on either party in the future, they cannot hereafter seek spousal support nonetheless. With full knowledge of the foregoing, each party enters into this waiver spousal support freely and knowingly.

EG

ARTICLE 4

DIVISION OF ASSETS

4.1. Assets and Obligations Listed. The parties agree that the separate and community property will be divided as follows:

4.1.1 Marital Home:

The marital home at [redacted] shall be listed for sale under the following protocol: Husband's attorney shall provide to Wife's attorney the names of three (3) realtors as possible candidates to represent Husband and Wife as the sellers of this home. Wife shall select one of those three names to be the realtor to list the home for sale on behalf of Husband and Wife. Husband and Wife shall follow the realtor's recommendations with respect to the listing price, sales price, and sales terms of the marital residence. If for some reason, the realtor chosen does not meet the parties' expectations, a different realtor may be selected to sell the home after the contract with that realtor expires.

The parties shall obtain contact information and documentation of up to date balances owed for all creditors which are deemed joint obligations under subsection 5.1.1 below, and provide the same to their counsel, such that both counsel shall have this documentation and information. Husband's counsel and/or Wife's counsel shall contact the creditors of the joint obligations and shall endeavor to obtain agreements for payoffs at reduced balances .

Upon sale of the home, the mortgage and other voluntary encumbrances, including any government assistance programs, shall be paid, and the joint obligations as defined in subsection 5.1.1 shall be paid off at the reduced balances negotiated by the attorney(s), or if the creditors will not reduce the balances, paid off. To accomplish this, the proceeds from the sale shall be deposited

EG

into the trust account of Roberts Stoffel Law Group, and held there until the joint debt is negotiated and paid. Any payments to any creditors or parties from the trust account shall only be made upon by a written stipulation executed by both the attorneys and both the parties, or if either party represents themselves hereafter, by that party in proper person and the other represented party and their counsel. The balance of the proceeds shall be equally divided and paid to the parties from the trust account.

4.1.2. Assets to Husband. Husband shall receive as his sole and separate property the following items:

A. Any and all bank accounts in his name;

B. His share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in his possession and any other assets titled in his individual name will remain his sole and separate property.

4.1.3. Assets to Wife. Wife shall receive as her sole and separate property the following items:

A. Any and all bank accounts in her name;

B. Her share of the proceeds from the marital home, as set forth in section 4.1.1 above.

C. Any and all personal property currently in her possession and any other assets titled in her individual name will remain her sole and separate property.

EG

4.2. **Retirement accounts .** The parties confirm that there are no retirement accounts to be adjudicated by the court.

4.3. **Taxes.** The parties shall file any and all state or federal income tax returns individually. beginning in the 2020 tax year.

ARTICLE 5

DIVISION OF DEBTS

5.1. **Assets and Obligations Listed.** The parties agree that the debts shall be allocated as follows:

5.1.1 Joint Obligations:

Pursuant to the decision by the court at the divorce trial, the following debts shall be deemed joint obligations that both parties shall be responsible for:

A. The Wells Fargo Joint Credit Card, including any liability for suit;

B. The Capitol One Credit Card, including any liability for suit;

C. The Babies R Us debt;

D. The Target/TD Bank Debt, including any liability for suit;

E. The Macy's card Debt/Cavalry debt, including any liability for suit;

F. The Chase Bank/Mazda debt; and

G. The Home Depot debt.

5.1.2 Obligations to Husband. Husband shall assume as his sole and separate debt, and shall forever indemnify and hold Wife harmless from the following :

EG

A. His ½ share of the debts identified in Subsection 5.1.1 above;

B. The American Express Card in Husband's Name;

C. Any credit cards in his own name and all other debts held solely in his name.

5.1.3 Obligations to Wife. Wife shall assume as her sole and separate debt, and shall forever indemnify and hold Husband harmless from the following:

A. Her ½ share of the debts identified in Subsection 5.1.1 above;

B. The RC Willey/Richland Holdings Debt;

C. The Commity/Victoria's Secret Debt;

D. The American Gem debt;

E. The Floor and Decor/Synchrony Bank Debt;

F. The Holly Sheets debt

G. Any other credit cards in her own name and all other debts in her own name.

5.2. Credit Card Accounts. Within thirty (30) days of the signing of this Agreement, each party will remove the other from any credit cards or other accounts upon which the other's name appears, if any, for any credit accounts that are under his or her control. Each of the parties will be solely responsible and forever hold the other harmless from any debts incurred on any credit card or other accounts maintained by him or her from the date of execution of this Agreement.

ARTICLE 6

CREDITORS' REMEDIES

6.1. Creditor's Remedies. The parties acknowledge and understand that even though a debt or obligation may be assigned to one party as part of the division of property and debts, that assignment does not restrict creditors' rights to seek payment from the other party. In the event of

any creditor's action against the party who is not responsible for that debt under the terms of this Agreement, the debtor party will hold the other free and harmless from and fully indemnify the other for any such payment and any court costs and attorney fees incurred in defending against any creditor's claim.

ARTICLE 7

WARRANTIES, COVENANTS, AND RELEASES

7.1. Disclosure of Assets. The parties warrant to each other that neither party owns any community property of any kind, other than the property listed in this Agreement. The parties acknowledge that each of them has conscientiously endeavored to fulfill the duty of full disclosure.

7.2 Unauthorized Gifts. Each party warrants to the other that the warrantor has not made, without the warrantee's knowledge and consent, any gift or disposition of community property other than dispositions in exchange for adequate consideration to the community.

ARTICLE 8

INHERITANCE RIGHTS

8.1. Mutual Waiver of Inheritance Rights. Each party waives and renounces any and all rights to inherit the estate of the other at the other's death or to receive any property of the other under a will executed before the effective dated of this Agreement or to claim any (a) family allowance, (b) probate homestead, © rights or claims of dower, curtesy, or any statutory substitute now or hereafter provided under the laws of any state in which the parties may die domiciled or in which they may own real property, or to act as executor or other personal representative under a will

EG

of the other executed before the effective date of this Agreement, or to act as administrator, or as administrator with the will annexed, of the other's estate under any circumstances.

ARTICLE 9

CHILD CUSTODY AND VISITATION

9.1. Legal Custody. The parties agree that they shall share joint legal custody of the minor child, [redacted] Gonzalez. Joint legal custody shall be defined as follows:

> The parents shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the children's best interests, and not to promote the personal desires of either party.
>
> The parents shall confer with each other on all matters regarding the children's health care, including but not limited to, medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health condition of the children except in emergency situations when prior consultations are not possible.
>
> The parents shall confer with each other on all matters pertaining to the religious training and upbringing of the children.
>
> The parents shall confer with each other regarding decisions pertaining to the education and school curriculum of the children.
>
> Each parent shall share with the other parent information concerning the well-being of the children, including, but not limited to, copies of report cards; school meeting notices; vacation schedules; class programs; requests for conferences; results of standardized or diagnostic tests; notices of activities involving the children; samples of school work; order forms for school pictures; and all communications from health care providers, childcare providers, and educators.
>
> The parents shall confer with each other regarding the extracurricular activities which are available to or contemplated for the children either through the regular school curriculum or outside of the school curriculum, and shall inform the other parent of the times and places of athletic events and extracurricular events of the children so that the other parent shall also have the opportunity to participate in such activities.
>
> Both parents shall be allowed free access to any and all records pertaining to their children. Both parents shall be allowed to confer independently with any and

EG

all professionals involved with their children.

Each parent shall keep the other parent informed of his or her respective address, home and work telephone numbers, and shall notify the other parent of any change thereto within twenty-four (24) hours of any change.

Each parent shall be entitled to reasonable telephone communication with the children. Each parent is restrained from unreasonably interfering with the children's right to privacy during such telephone conversations with the other parent.

In the event that either parent shall take the children out of state on vacation, that parent shall specifically notify the other parent of the plans in advance and provide a telephone number and itinerary to the other parent.

9.2. Physical Custody. The parties agree that they will share joint physical custody of [redacted] Gonzalez, born [redacted] subject to the visitation schedule as set forth below.

9.3. Regular Visitation. The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial shall take place as follows: The parties shall exercise a week on, week off scheduled with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m., when school commences until the following Wednesday at 9:00 a.m., except where superceded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that same day, on Wednesday.

Except where superceded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 a.m. at the Chevron Gas Station located at [redacted] Las Vegas, [redacted] This shall also be the exchange point whenever a custody exchange is to be made someplace other than the child's school. When a custody exchange is made at the Chevron Gas

EG

Station located at [redacted] the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely, and leave.

In the event that the child falls ill after she is delivered to school by the sending parent, or is sent home by the school for some reason before the end of the school day, the receiving parent shall have the right and the responsibility to get the child from school, as once the child is delivered to the school, the custody time of the receiving parent commences.

Additionally, whereas Husband travels outside of the country, and Wife may also travel, the parties agree that in the event either parent is away from the child during the commencement of his or her custody time, and will not be with the child for more than 24 hours after the time his or her custody time should begin, the child will remain with the other parent until the away parent does return, at which time the away parent's custody time shall commence, and shall continue until the same time it would have ended if it commenced at 9:00 a.m. on Wednesday.

9.4. Holiday/Vacation Visitation. The parties have been advised that with an alternating weekly schedule such as this, they will likely each have the opportunity to enjoy major holiday times in an alternating yearly fashion. Nonetheless, the parties have agreed to the following specifics items with respect to holidays.

9.4.1 Wife's Birthday. Each year the minor child shall be with Wife on her birthday, which is November 9th, from 10:00 a.m. on November 9th through 12:00 p.m. on November 10th.

9.4.2 Husband's birthday. Each year the minor child shall be with Husband on

FG

his birthday, which is August 22n, from 10:00 a.m. on August 22nd through 12:00 p.m. on August 23rd.

9.4.3 Mother's Day. Each year the minor child shall reside with Wife from 10:00 a.m. on Mother's Day through 12:00 p.m. on the day following Mother's Day.

9.4.4 Father's Day. Each year the minor child shall reside with Husband from 10:00 a.m. on Father's Day through 12:00 p.m. on the day following Father's Day.

9.4.5 Thanksgiving 2021/2022: Husband shall have the minor child for the Thanksgiving holiday in 2021 from 10:00 a.m. to 8:00 p.m. Wife shall have the minor child on Thanksgiving Day in 2022 from 10:00 a.m. to 8:00 p.m. The parties shall alternate Thanksgiving each year thereafter such that Husband has the child for Thanksgiving Day in odd numbered years and Wife has the child for Thanksgiving Day in even numbered years.

9.4.6 Halloween Holiday 2021/2022: Husband shall have the minor child for the Halloween holiday in 2021 from 12:00 p.m. until 7:00 p.m. and Wife shall have the minor child for the Halloween holiday in 2022 from 12:00 p.m. until 7:00 p.m. Thereafter whichever party has the child on October 31. 2021 shall be entitled to observe the holiday with the child during his or her time.

9.4.7 Christmas Holiday/Winter Break: Wife shall have the minor child from December 17, 2021 through December 26, 2021 at 12:00 p.m. in 2021. Husband shall have the minor child from December 26, 2021 at 12:00 p.m. through January 5, 2022, at 12:00 p.m.

Beginning in 2022, Winter Break with the Child shall consist of two parts. The first part stars

EG

on the last day of the child's school and runs through December 26th 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 26th at 12:00 p.m., and the other parent shall have the minor child from December 26th through the first day in January 2022, at which time the child will then go to the other parent, starting the normal weekly custody schedule.

9.5 Vacation Time with the Child. Husband and Wife each have the right to take up to 7 days of vacation time per year with the child, which must be taken in one block of no more than 7 days per year. If in a given year Husband or Wife chooses to exercise a vacation block of time lasting less than 7 days duration, he or she will forfeit the balance of their vacation days for that year. The vacation period may be added to normal custody time such that Husband or Wife may, by exercising vacation time have the child for up to three weeks total by taking the child for his or her normal one week of custody time, plus a vacation week, then continuing to have the child during the following week, which would otherwise be the vacating parent's custody time anyway. Each party is required to give no less than 30 days' written notice of the planned vacation, and in the event of a dispute wherein both parties want the same dates or overlapping dates for a vacation with the child, the party who first gave written notice shall be entitled to take the vacation block he or she provided in written notice to the other.

There is no requirement that a vacation be spent outside of Nevada or outside of Las Vegas.

9.5.1 Itinerary. Whenever a party travels outside of Nevada with the minor child, that party shall provide a written itinerary to the other parent as soon as is practicable.

EG

and no later than 14 days prior to the trip. The itinerary shall set forth all flights the minor child will take, and for each night of the trip, the address where the child will be staying each night she is away from Las Vegas, and if applicable the name of the hotel where the child will be staying, and a number at which the child may be reached in the event of an emergency. If the border crossing will be by car or on foot, the parent taking the child out of the country will also provide the dates of the border crossings as part of the itinerary.

9.5.2 No Interference with Child's Schooling: Vacations and trips out of Las Vegas may not be taken in a manner which interferes with the child's schooling.

9.6 *Zoom* Video Conferencing with the Minor Child: Wife shall continue to have the right to have Zoom video calls with the child while she is in the custody of the other parent on Mondays and Fridays. These shall take place 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. This right shall also apply during vacation or holiday times.

9.7. Modifications. Unless there is an emergency, any modifications to either the Regular Visitation or the Holiday Vacation Visitation Schedules must be agreed upon in advance by both parties.

9.8. Communications by Talking Parents. The parties agree they shall continue to utilize Talking Parents for all non-emergency communications, meaning that only in the event of a emergency involving the child shall they communicate by phone or text, and that routine communications 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. Neither party shall use Talking Parents to harass the other, and both parties shall endeavor to use professional, polite, and respectful language in the Talking Parents communications, and refrain from name-calling or foul language directed at the other party.

9.9. Counselor. The parties agree that the minor child may go to see a counselor. Wife may select the counselor and will be responsible to pay all co-pays for the same. The counseling will take place only during Wife's custody time, unless an agreement is reached otherwise hereafter. Husband and wife understand and agree that the counselor is not to be used as a tool to develop court testimony for a custody battle, unless there is a mandatory reporting issue that arises involving the counselor, but that the counseling shall be solely for the purpose of assisting the child with any difficulty she has relative to the divorce, or other life circumstances. Both parties shall participate in counseling as needed.

ARTICLE 10

CHILD SUPPORT

10.1. Monthly Child Support/Waiver of Arrears. Effective October 12, 2021 the parties agree that whereas neither party is currently working, the amount of child support due to the other pursuant to NAC 425.140 is $0.00. The parties further agree that neither party will seek child support from the other, nor have a right to look into the earnings of the other party until 18 months have elapsed since the October 12, [redacted] date. After 18 months have elapsed, the parties shall exchange financial information to determine whether either party should pay child support to the other.

EG

There is currently a child support order in effect whereby Husband was ordered to pay child support to Wife. Husband and Wife agree that any monies due under that order, including any and all unpaid arrears, interest or penalties are hereby waived by Wife. Wife certifies that she has not received any welfare monies. and this waiver will not cause her to be on government welfare assistance. Husband and Wife further agree that any and all child support arrears which could potentially could become due prior to October 12, 2021 by either party to the other are hereby waived. and neither party shall owe the other party any child support for any period prior to October 12. 2021.

10.2. Other Expenses. The parties agree to evenly divide the costs of all mutually agreed-upon extracurricular activities for the child. If the parties do not agree on an activity for the children, the parent wanting to enroll the child in that activity will bear the full cost associated with the activity.

10.3. Wage Assignment. That parties are hereby put on notice that. pursuant to NRS 125.450. a parent responsible for paying child support is subject to NRS 31A.020 to 31A.240, inclusive, and Sections 2 and 3 of Chapter 31A of the Nevada Revised Statutes regarding the withholding of wages and commissions for the delinquent payment of child support. These statutes and provisions require that, if a parent is responsible for paying child support is delinquent in paying the support of a child that such person has been ordered to pay. then that person's wages or commissions shall immediately be subject to wage assignment, pursuant to the provisions to the above-cited statutes.

10.4. Review. The parties are also put on notice that NRS 125B.145 and NRS 125.230 allow the court to review a child support order every three years to determine whether child support

EG

can be modified to align with the statutory formula set out in NRS 125B.070; the parties must request a review, it is not an automatic function of the court. The parties have however stipulated to an 18 month review voluntarily, as a condition of this agreement.

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. The paying party will have thirty (30) days to provide a receipt for medical services rendered, and the reimbursing party will have thirty (30) days in which to reimburse his or her half of the bill. If the paying party does not provide the receipt within thirty (30) days, the expense may be considered waived. If the reimbursing party does not remit payment within thirty (30) days, he or she may be held in contempt of court.

10.6. Tax Benefit. The parties shall alternate the child tax credits each year with Husband claiming the minor children beginning in odd numbered tax years and Wife claiming the minor children in even numbered tax years.

10.7 Passport. The parties agree that the minor child's passport shall be renewed. Wife has executed the documents requested to accomplish the renewal, and agrees that she shall execute any other documents necessary for the minor child to renew her passport, and Husband will also execute whatever documents are needed for the minor child to have her passport renewed.

In the summer months when the minor child is not in school, the passport shall be exchanged by the parents with the child such that it is always with the custodial parent. During the rest of the year in 2021 and in even numbered years thereafter, Husband shall have the passport whenever it is

EG

not needed by Wife for her international travel, and in odd numbered years during the rest of the year other than summer, Wife shall have the passport whenever it is not needed by Husband for his international travel. Both parties have a duty to provide an itinerary prior to travel with the minor child, as elsewhere provided herein, and both parties have a duty to ensure that the party who will need the minor child's passport for traveling with the minor child at the last custody exchange to the traveling parent immediately prior to the planned international travel with the minor child.

ARTICLE 11

RESIDENCE OF THE MINOR CHILDREN AND NOTICES

11.1. Pursuant to NRS 125C.100, the minor children's habitual residence is Nevada.

11.2. Notice is hereby given of the following provision of NRS 125C.200:

> 1. If primary physical custody has been established pursuant to an order, judgment or decree of a court and the custodial parent intends to move relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the custodial parent desires to take the child with him or her, the custodial parent must, as soon as possible and before the planned move, attempt shall, before relocating:
>
> (a) Attempt to obtain the written consent of the noncustodial parent to move relocate with the child from this State. If ; and
>
> (b) If the noncustodial parent refuses to give that consent, the custodial parent shall, before leaving this State with the child, petition the court for permission to move relocate with the child. The failure of a parent to comply with the provisions of this section may be considered as a factor if a change of custody is requested by the noncustodial parent.
>
> 2. The court may award reasonable attorney's fees and costs to the custodial parent if the court finds that the noncustodial parent refused to consent to the custodial parent's relocation with the child:
>
> (a) Without having reasonable grounds for such refusal; or
>
> (b) For the purpose of harassing the custodial parent.
>
> 3. A parent who relocates with a child pursuant to this section without

EG

the written consent of the noncustodial parent or the permission of the court is subject to the provisions of NRS 200.359.

11.3. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(6), which became effective on October 1, 2015, the parties are hereby placed on notice of the following:

> PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

11.4. That pursuant to the amendments to NRS Chapter 125C set forth in A.B. No. 263, Section 10(7) and (8), which became effective on October 1, 2015, the parties are hereby placed on notice that the terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country.

ARTICLE 12

ATTORNEY FEES

12.1. Attorney Fees and Costs. Husband agrees to be responsible for his own attorney's fees and costs incurred in the divorce litigation and in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement. Wife agrees to be

EG

responsible for her own attorney's fees and costs incurred in connection with the negotiation, drafting, and filing of this Agreement and the final dissolution of the marriage, including the underlying dissolution proceedings since inception through execution of this Agreement.

ARTICLE 13

GENERAL PROVISIONS

13.1. Entire Agreement; Settlement and Release. The parties intend this Agreement to be a final and complete settlement of all of their rights and obligations arising out of the marriage and acknowledge that it contains the entire agreement on the matters it covers and it supersedes any previous Agreement between the parties. Except as otherwise provided in this Agreement, each party releases the other from any and all debts, obligations, and liabilities owing to the other, whether incurred before or after the effective date of this Agreement. Each party releases and discharges the other from any right to claim any interest in the property of the other, except as provided in this Agreement. Each party releases the other from any claims of reimbursement because of conduct of either party during the marriage or with respect to any asset during the pendente lite period up to the date upon which this Agreement is last executed.

13.2. Execution of Other Documents. Each party agrees that he or she will, upon request, execute, acknowledge, and deliver to the other party or to the other party's executor or representative any and all documents, deeds, contracts, releases, bills of sale, promissory notes, or other instruments necessary to effectuate the terms of this Agreement. Either party who fails to comply with this paragraph will reimburse the other for any expenses, including attorney fees and court costs, that, as a result of this failure, become reasonably necessary for carrying out this Agreement.

EG

13.3. Mutual Release from Interspousal Obligations. Except as otherwise provided in this Agreement, each party hereby releases the other from all interspousal obligations, whether incurred before or after the effective date, and all claims to the property of the other. This release extends to all claims based on rights that have accrued before the marriage. The parties have considered and provided for such claims in this Agreement.

13.4. Amendment. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. However, those provisions of this Agreement that are specifically modifiable may be modified either by the written consent of both parties or by an order of a court of competent jurisdiction. Each party waives the right to claim, contend, or assert in the future that this Agreement was modified, canceled, superseded, or changed by oral agreement, course of conduct, or estoppel.

13.5. Binding Effect. This Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successor in interest of each party.

13.6. Effect of Reconciliation. Any reconciliation between the parties will not cancel, terminate, or modify the force or effect of any provision of this Agreement dealing with the present assets or obligations of either or both parties.

13.7. Severability. This is an integrated agreement entered into by the parties because of the overall settlement. Therefore, if any term, provision, or condition of this Agreement is altered or held by a court of proper jurisdiction to be invalid, void, or unenforceable, and should enforcement of the remaining provisions then result in a substantial injustice to one party, the parties request and agree that the Court retain jurisdiction to modify the remainder of the Agreement to the

EG

extent necessary to cure the injustice. Otherwise, the remaining provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

13.8. Governing Law. This Agreement will be construed in accordance with, and governed by the laws of the State of Nevada, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties.

13.9. Continuing Jurisdiction. The parties agree that the Court will have continuing jurisdiction to enforce the executory provisions of this Agreement.

13.10. Headings. The parties agree that section headings as used in this Agreement are for convenience and reference only and will not influence the interpretation of any of the terms or provisions of this Agreement. The parties intend paragraph numbers, as used in the body of this Agreement, to be read as including the paragraph listed and all of its sub-parts.

13.11. Incorporation into Judgment. This Agreement will be submitted to the Court in the parties' dissolution action and be incorporated into the judgment of dissolution. The parties by the terms of said judgment will be ordered to comply with the terms of this Agreement. However, the parties intend and agree that the terms of this Agreement will bind them regardless of its incorporation into any judgment of dissolution of marriage. This Agreement does not depend on approval of the Court for it to be binding upon the parties.

13. 12. Drafter. Neither party shall be deemed to be drafter of this Agreement. In the event this Agreement is ever construed by a court of law or equity, such court shall not construe this Agreement or any provision hereof against either party as the drafter of the Agreement. Husband and Wife hereby acknowledge that both parties have contributed substantially and materially to the preparation of this Agreement.

EG

13.13. Agreement Voluntary and Clearly Understood. In affixing their signatures to this Agreement, each of the parties is acknowledging that he or she has read the Agreement and discussed it with his or her attorneys, that each understands all of its terms, and agrees to be bound by its provisions. The parties have not entered into the terms of this settlement under duress or coercion, but upon due reflection.

Dated this 09 day of December, 2021.

Enrique Ivan Velazquez-Gonzalez, Husband

Dated this ____ day of December, 2021.

Luba Snow, Wife

EG

ATTORNEY CERTIFICATION FOR HUSBAND

The undersigned. MELVIN R. GRIMES,, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by ENRIQUE IVAN VELAZQUEZ-GONZALEZ, a party to the foregoing Agreement, and has explained to him the meaning and legal effect of it, and that ENRIQUE IVAN VELAZQUEZ-GONZALEZ has acknowledged his full and complete understanding of the Agreement and its legal consequences. and has freely and voluntarily executed the Agreement.

Dated this 7th day of December, 2021.

MELVIN R. GRIMES. ESQ.
Nevada Bar No. 12972
Roberts Stoffel Family Law Group
[redacted]
Attorney for Husband

EG

ATTORNEY CERTIFICATION FOR WIFE

The undersigned, R. NATHAN GIBBS, ESQ., certifies that he is an attorney at law duly licensed to practice and admitted to practice in the State of Nevada; that he has been employed by LUBA SNOW, a party to the foregoing Agreement, and has explained to her the meaning and legal effect of it, and that LUBA SNOW has acknowledged her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Dated this 7 day of December, 2021.

R. NATHAN GIBBS, ESQ.
Nevada Bar No. 5965
Kelleher & Kelleher, LLC
[redacted]
Attorney for Wife

EG

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

ENRIQUE IVAN VELAZQUEZ-GONZALEZ, being first duly sworn, deposes and says:

That he is the Husband in the above entitled Agreement; that he has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of his own knowledge. He also verifies that he has signed the aforesaid document of his own free will, without duress, coercion or while under the influence of a substance that would impair his ability to understand the document he signed. He acknowledges his full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Enrique Ivan Velazquez-Gonzalez

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.

NOTARY PUBLIC

COLLEEN O'BRIEN
Notary Public, State of Nevada
Appointment No. 07-4047-1
My Appt. Expires Nov 27, 2024

EG LS

VERIFICATION TO MARITAL SETTLEMENT AGREEMENT

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

LUBA SNOW, being first duly sworn, deposes and says:

That she is the Wife in the above entitled Agreement; that she has read the foregoing Marital Settlement Agreement and knows the contents thereof; that the same is true of her own knowledge. She also verifies that she has signed the aforesaid document of her own free will, without duress, coercion or while under the influence of a substance that would impair her ability to understand the document she signed. She acknowledges her full and complete understanding of the Agreement and its legal consequences, and has freely and voluntarily executed the Agreement.

Luba Snow

SUBSCRIBED and SWORN to before me
this 7 day of December, 2021.

NOTARY PUBLIC

COLLEEN O'BRIEN
Notary Public, State of Nevada
Appointment No. 07-4047-1
My Appt. Expires Nov 27, 2024

EG LS

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

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

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Decree of Divorce 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: 12/8/2021

[redacted]

Melvin Grimes	efile@lvfamilylaw.com

Electronically Filed
01/02/2025 1:34 PM
CLERK OF THE COURT

FFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA GONZALEZ, N/K/A LUBA SNOW, Plaintiff, VS. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept. No: X DATES OF TRIAL: 03/19/2024 10/15/2024

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS (POST-JUDGMENT)

THIS MATTER came before this Court on March 19, 2024 and October 15, 2024 for two (2) full days non-jury bench trial on the above-captioned post-judgment divorce proceeding.

Plaintiff Luba (Luba) Gonzalez, n/k/a Luba Snow, was present and represented by her attorney Alex Ghibaudo, ALEX GHIBAUDO, PC. Defendant Enrique (Enrique) Ivan Velazquez-Gonzalez was present and represented by his attorney, Melvin Grimes, ROBERTS STOFFEL FAMILY LAW GROUP.

This is a post-judgment divorce proceeding involving one (1) minor child: [redacted] Gonzalez, born [redacted] (current age 8 years).

Having reviewed the papers and pleadings on file herein and, after considering and weighing the credibility of the witnesses and exhibits admitted into evidence, this Court issues its *Findings of Fact, Conclusions of Law, and Orders (Post-Judgment)*.

//

RELEVANT PROCEDURAL HISTORY

Since Luba filed her Complaint for Divorce on August 20, 2018, this case has been in near constant litigation. The parties currently share JOINT LEGAL CUSTODY and JOINT PHYSICAL CUSTODY on a week on/ week off timeshare with custodial exchanges occurring Wednesdays at 9:00 AM.[1] The parties stipulated for Luba to have Zoom video calls with the child during Enrique's custody time, including holiday and vacation, each Monday and Friday at 7:15 PM.[2]

The parties further stipulated to each party 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 stipulated the traveling parent would provide a written itinerary for travel with the child outside of Nevada no later than fourteen (14) days prior to the trip.[4] The parties also stipulated the travel itinerary was 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 emergency phone number for the child.[5] In the event border crossings (for travel between the United States and Mexico) would take place on foot, the parties stipulated the itinerary would include the dates of the border

---

[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] Id. at p.13, Article 9.6.

[3] Id. at p. 12, Article 9.5.

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

[5] Id.

crossings.[6] The parties further stipulated that, when travelling by air with the child, the parties would provide each other with "complete itineraries to include dates of travel, passengers on the reservation, and airline and flight details."[7] The parties stipulated to provide the other parent with the address they would be staying as soon as it was known.[8] Last, all communication between the parents was via the Talking Parents communication application absent an emergency.[9]

Instant Proceedings

On March 20, 2023, Enrique filed Defendant's Emergency Motion for Return of the Child, for an Order to Show Cause and for a Referral to the District Attorney for Criminal Charges alleging Luba violated the December 8, 2021 Stipulated Decree by refusing to exchange the child to him on March 15, 2023 for his scheduled vacation to Mexico and changing the March 21, 2023 dental appointment without consulting him. On March 20, 2021, an Order to Show Cause issued against Luba for the alleged violations. On March 30, 2023, Luba filed an Opposition and Countermotion. On April 27, 2023, Luba separately filed a Motion for an Order to Show Cause in which she alleged one-hundred and ten (110) alleged violations to include alleged communication and travel orders violations, request to change the child's surname, request to change the child's school and request for award for attorney fees. On May 5, 2023,

---

[6] Id.

[7] See Stipulation and Order, Exhibit 1, Memorandum of Understanding at p.1, ll.12 (filed July 26, 2022).

[8] Id. at p.1, ll.16.

[9] Id. at p.1, ll.17

Enrique filed an Opposition and Countermotion for Modification of Custody Awarding Defendant Primary Physical and Sole Legal Custody, Sole Possession of the Child's Passport, et al. In support of his request to modify custody, Enrique included allegations Luba consistently made doctor and dental appointments without his permission, sent her husband to the child's medical/dental appointments and wrongfully detained the child in violation of NRS 125C.0035(7) on March 15, 2023, the date of Enrique's scheduled vacation to Mexico.

On May 24, 2023, Enrique filed Defendant's Emergency Motion to Enforce seeking enforcement of his Father's Day, 2023 visitation. On May 31, 2023, Luba filed an Opposition and Countermotion for an Order to Show Cause.

At the April 6, 2023 hearing on Enrique's March 20, 2023 Emergency Motion for Return of Child, et al., the Court deferred the issue of custody modification and set evidentiary hearing on the Order to Show Cause against Luba.[10] In the June 13, 2023 Order Re: All Pending Motions, the Court issued a written order related to all other pending matters. Specifically, the Court denied each of Luba's one-hundred and ten (110) requests for indirect contempt, denied Luba's requests for surname and school modification and for award for attorney fees.[11] The Court found Enrique established a *prima facie* basis to modify child custody pursuant to Myers v. Haskins[12] based, in part, on Luba withholding the child for the March 15, 2023 vacation.[13]

//

---

[10] See Order from April 6, 2023 hearing at p.2-3, ll.17-4 (filed June 6, 2023).

[11] See Order Re: All Pending Motions at pp.22, ll.6-7 (filed June 13, 2023).

[12] 138 Nev. 553, 513 P.3d 527 (Ct. App. 2022).

[13] See Order Re: All Pending Motions at pp.18, ll.12-20 (filed June 13, 2023).

On June 9, 2023, Luba filed an Emergency Motion for Reconsideration followed, on July 5, 2023, Luba filed a Motion to Reconsider [the] Court's June 21, 2023 Order Granting Defendant an Evidentiary Hearing, et al. On July 21, 2023, Enrique filed an Opposition and Countermotion. On September 11, 2023, the Court filed an order denying Luba's July 5, 2023 motion and awarding Enrique attorney fees.[14]

Enrique's Request for NRS 125C.0035(7) Finding

Following close of the Day One March 19, 2024 Non-Jury Trial on Enrique's request to modify physical custody and an Order to Show Cause against Luba, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered following Enrique's oral motion for the same.[15] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[16] The Court

---

[14] See Order Denying Plaintiff's July 5, 2023 Motion for Reconsideration et al at p.8, ll.8-22 (filed September 11, 2023).

[15] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[16] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13. Specifically, NRS 125C.0035(7) provides as follows:

> "A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

defined abduction pursuant to NRS 200.359(1).[17] The Court FOUND the Decree clearly identified the vacation timeshare and itinerary provisions, the ordered visitation on March 15, 2023, and that Luba conceded in her testimony she did not turn the child over to Enrique.[18] The Court reminded the parties it ultimately had to make findings on all of the best interest factors and stated it would receive all evidence as to whether Luba was able to rebut the presumption upon full receipt of evidence.[19]

FINDINGS OF FACT

The Court cites only to those portions of the testimony that are relevant and necessary to its findings and ultimate conclusions of law. Specifically, the testimony included in the Findings

---

(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted."

[17] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

"Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.

1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:

(a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[18] Id. at 3:15:27 – 3:15:41.

[19] Id. at 3:19:54-3:20:48.

of Fact is not mere transcription of testimony offered during trial but only that testimony relevant to this Court's findings and orders.

> "Findings of fact constitute "the ultimate judgment on a mass of details" and are more than a mere recitation of evidence presented. Baumgartner v. United States, 322 U.S. 665, 670 (1944); *see also United States v. Adams*, 73 U.S. 101, 102 (1867)(noting lower courts are bound to make "a finding of the ultimate facts or propositions which the evidence shall establish . . . and not the evidence on which these ultimate facts are founded). On appellate review, [the appellate court] must interpret all statements contained in a district court's "Findings of Fact" as the ultimate truth of the case. *See Finding of Fact, Black's Legal Dictionary* (10th ed. 2014)(defined as "[a] determination by a judge"); *Determination, Black's Legal Dictionary* (defined as "a final decision by a court").[20]

JURISDICTION

The Court FINDS both parties and the minor child reside in Las Vegas, Nevada and no other state has taken jurisdiction over the parties or minor child in this case. Therefore, this Court has the required subject matter and personal jurisdiction as well as continuing and exclusive child custody jurisdiction to resolve the issues before it.

TESTIMONY

The following parties offered testimony:

Enrique Velasquez-Gonzalez, Defendant

Emma Muth, witness for Defendant

Gina Thornton, witness for Defendant

Luba Gonzalez n/k/a Luba Snow, Plaintiff

Benjamin Childs, witness for Plaintiff

---

[20] Franklin v. Franklin, ___ Nev. Adv. Op. ___, *p.17, ___ P.3d ___, ___ (December 4, 2023)(Dissenting, Bell, J.).

HOUSEKEEPING

The parties each waived opening statements. The parties stipulated to the admission of Plaintiff's exhibits 1, 2, 3, 4, and 5; and Defendant's exhibits A, B, C, D, and E.

TESTIMONY

Benjamin (Ben) Childs

Ben was Luba's former attorney in this case for an eighteen (18) month period of time that encompassed the dispute over Enrique's March 15, 2023 vacation to Nueva Leon, Mexico for the purpose of visiting his family with the parties' child.[21] Ben testified Luba was concerned about Enrique taking the child to Mexico because she felt she did not have sufficient assurances the child would be safe. Specifically, Luba was concerned about crime in Tijuana after Enrique provided his itinerary showing he would enter Mexico through Tijuana using a CBX [walking] border crossing pass. Ben testified Luba wanted Enrique to provide her with round-trip CBX tickets, allow her daily video calls with the child using the Talking Parents communications application and for an agreement Enrique would not travel outside of Nueva Leon with the child.

Ben testified he and Enrique's counsel, Melvin Grimes, had a telephone conference with the Court on March 15, 2023, the day travel was scheduled, in an effort to resolve the dispute between Luba and Enrique over the vacation. Ben testified the Court did not issue any orders during the teleconference but he and attorney Grimes exchanged emails immediately afterward attempting to negotiate final terms for Luba to release the child to Enrique for the vacation. Ben testified he shared the attorney emails with Luba, who was with him in his office during the teleconference.

---

[21] Prior to Ben beginning his testimony, Luba confirmed she affirmatively waived her attorney-client privilege.

Ben testified that, at the time scheduled for the child exchange, Enrique had neither provided Luba with round-trip CBX tickets nor downloaded the Talking Parents video communication application. Ben testified it was his opinion Luba could have reached the conclusion she did not have to exchange the child unless Enrique met all of the agreements made in the attorney's subsequent emails. Ben also testified he told Luba it was totally up to her whether to turn the child over to Enrique for the exchange once Enrique did not provide the CBX tickets to her. Ben denied telling Luba to violate a court order repeatedly stating he told Luba it was her decision. Ben agreed no orders issued as a result of his and attorney Grimes' March 15, 2023 teleconference with the Court. Ben testified the parties were and are expected to follow the orders of the Court.

Credibility: The Court FINDS attorney Child's testimony *generally* credible as to some facts and circumstances. The Court does NOT find credible Child's testimony related to information and/or advice he provided to Luba following the March 15, 2023 teleconference with the Court.

Emma (Emma) Muth

Emma is the child's first (1st) and second (2nd) grade teacher at [redacted] School (ES).[22] Emma testified she met both Luba and Enrique at parent teacher conferences and communicates with both through Class Dojo, the online parent-teacher communication application. Emma testified she observed the child has a good relationship with both parents.

Emma testified her primary concern is the child's [redacted] attachment to Jennifer, Enrique's wife and the child's stepmother, who is a reading strategist at Bryan ES. Emma

[22] The Court NOTES that, at the time Emma testified on March 19, 2024, [redacted] had nearly completed second grade.

testified the child is particularly attached to Jennifer and finds ways to interact with Jennifer during the school day during Luba's ordered timeshare. For example, Emma specified the child would try to find ways to see or eat lunch with Jennifer.

Emma also testified she noticed two specific small issues related to the child's grooming during Luba's custodial timeshare: 1) the child had a spot of dry skin on her chin a few months earlier rectified by Emma giving the child some lotion to put on it; and 2) the child had mismatched clothes. Specifically, Emma testified the child wore a Halloween-themed shirt around Valentine's Day in 2024 with leggings that did not match. Emma testified she did not bring this issue to the attention of either parent or CPS. Rather, Emma testified she discussed this with Jennifer, the child's step-mother.

Emma testified she and Jennifer have a collegial relationship, attending weekly staff meetings and a lunch at a staff development day the prior year. Emma confirmed that, although she was subpoenaed to testify, when Jennifer asked her if she would be willing to testify in this matter, Emma voluntarily agreed. Emma testified the subpoena was necessary so she could get the time off work to testify.

Credibility:

The Court FINDS Emma generally showed bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. Notwithstanding this issue, the Court FINDS credible Emma's testimony Jennifer and the child are strongly attached and that the child has, on two occasions, presented at school with dry skin and mismatched clothing.

Gina (Gina) Thornton

Gina is the school counselor at the child's school, Bryan ES. Gina testified she has known the child since the [redacted] school year. Gina testified to her opinion the child is happy

while at school.

Gina testified she was present at the school for an October 2023 Halloween parade when Luba walked with the children, school faculty and staff in the parade while videotaping the child, Jennifer and Gina, who were all walking together. Gina testified Luba videotaping them made Jennifer and her very uncomfortable because Luba's videotaping was excessive and, in her opinion, for the purpose of harassing Jennifer. Gina testified she believed Luba inserting herself in the parade made the child sad because the child wanted to be with Jennifer, but was compelled to be with Luba. Gina testified she believed Luba's behavior caused the child to be unable to enjoy herself because she was torn between Jennifer and Luba. Gina testified she had no other incidents about which to testify.

Gina testified she has known Jennifer as long as Jennifer has worked at [redacted] ES or for a period of seven (7) or eight (8) years. Gina testified she and Jennifer are friends outside of work. Gina testified that she agreed to testify about what she witnessed at the parade when Jennifer asked, although she was present subject to a subpoena.

Credibility:

As with witness Emma Muth, the Court FINDS Gina showed general bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. However, the Court FINDS credible Gina's testimony Luba has caused the child distress as a consequence of her behavior at the school credible.

Luba (Luba) Gonzalez N/K/A Luba Snow

Luba is [redacted] mother, and Enrique's ex-wife. Luba's current husband is Phil. Luba is also the step-mother to Phil's daughter, [redacted] Luba testified [redacted] and [redacted] were born five (5) weeks apart, have grown up together, and are closely bonded. Luba testified [redacted]

and [redacted] are on the same visitation schedule, share a bedroom, and are in the same grade, though they attend different schools. Luba testified she and Phil were investigated by Child Protective Services (CPS) for abuse in the past because [redacted] mother, Robin, made a false complaint. Luba testified Robin apologized since then, and they are all part of a big family now.

Luba testified Enrique has asked her to have the child stop calling Phil "Dad". Luba testified she refused the request on the basis she believes it is up to the child what to call Phil.

[redacted]

been damaged. Luba testified she reached out to [redacted] teacher on Class Dojo many times to ask what she can do better so she can fix it. Luba testified she did not receive a 2024 Mother's Day school project the child made for her or the child's report cards because, according to the child, Jennifer took them out of the child's backpack. When Luba raised these issues with Enrique, Luba testified he called her a liar and told her to look for the report card on the online portal. Luba testified she learned after the fact Jennifer took the child out of her regular classes for Bring Your Child to Work Day. When Luba raised this issue with Enrique, Luba testified he told her the child previously told her Bring Your Child to Work Day. Luba testified the child did not talk to her about Bring Your Child to Work Day and, even if she had, it was not the child's place to discuss adult matters with her or pass this kind of information back and forth.

//

---

[23] The school selection issue and order for the child to remain at Bryan ES followed an evidentiary hearing on a school selection motion wherein the former judicial department, Department P, granted Enrique's request for the child to remain at Bryan ES. See Order [after Evidentiary Hearing of December 7, 2021] (filed February 8, 2022).

Luba testified she provided the child with a cell phone and told Enrique he could contact the child on it anytime, but Enrique declined communication outside of the court orders. Luba testified she knows Enrique does not use the phone because she keeps the phone for the child and [redacted] use. Luba testified a Court order provided for specified electronic communication twice weekly but, because she missed the child, Luba demanded daily video phone calls with the child while on vacation and in exchange for allowing the child to go on the planned vacation to Mexico in March 2023. Luba testified Enrique agreed to her having daily video calls with the child using the Talking Parents application while they were in Mexico but he never downloaded the video function on the app.[24] Luba testified Enrique's mother, stepfather, and half-siblings live in Mexico, and while it was not her intent to stop the child from going on vacation with Enrique to visit his family on March 15, 2023, she did not release the child to Enrique for the vacation because he could not sufficiently assure her the child would be safe in Mexico.

Luba testified she offered Enrique compensatory visitation days after he returned from Mexico on March 20, 2023, but Enrique did not accept all of the dates she offered. Luba conceded she did not agree to Enrique's counter that she give him Father's Day weekend because she had plans to be on vacation in Cancun, Mexico with the child and her family that weekend. Luba testified Enrique declined all compensatory visitation as a result of her refusal to give him Father's Day weekend, a weekend he was otherwise entitled to by court order.

Related to best interest factors set forth at NRS 125C.0035(4), Luba testified as follows:

Level of Conflict between the Parents

Luba testified that, if she asks for information about the child, Enrique calls her a liar,

---

[24] See Plaintiff's Exhibit 4, p.LS0179.

crazy, unstable, says she enjoys drama, and is going to hurt people. Luba testified Enrique accuses her of trying to get Jennifer fired. Luba testified Enrique also accuses her of holding the child hostage at the school gates in the morning. Luba testified that, on the days she drops the child off for school, the child chooses to stay with her at the gates rather than play with her friends before the bell rings.

Luba testified the reason she is so cautious about the child's whereabouts is due to Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. Luba testified this incident traumatized her and she feels like the child will always be taken from her. Luba testified Enrique will not have anything to do with her or agree to anything.

Ability of the Parents to Cooperate to Meet the Child's Needs

Luba testified she believes she is a good co-parent. Luba testified she and Enrique attend parent-teacher child conferences separately. Luba conceded she met with the school principal regarding counseling for the child without notifying Enrique. Luba testified she asked Enrique to agree to the child enrolling in online counseling through the school to help the child with her discomfort with Luba and Jennifer being in the school at the same time. Luba testified Enrique refused because he was concerned the child would not be able to share her true and honest feelings with a counselor in a telemedicine setting. Luba testified she enrolled the child in online counseling over Enrique's objection because she has an order that allows her to do so even if Enrique refuses.[25]

---

[25] The Court NOTES Luba's testimony in this regard comports with the parties' Marital Settlement Agreement.

Luba testified she makes all of the child's medical and dental appointments on her custodial days, invites Enrique to attend, and gives him all of the paperwork and information she receives. Luba testified that she does not believe it is a unilateral decision for her to schedule a doctor appointment for the child and place it on the Talking Parents calendar without consulting Enrique beforehand.

Luba testified Enrique reciprocates similar information, although he does attend medical or dental appointments. Luba testified she took the child to an allergist following the March 19, 2024 trial date pursuant to Enrique's complaints the child had undiagnosed allergies. Luba testified Enrique did not attend the appointment. Luba testified the allergy test results showed the child is allergic to cats and has seasonal allergies to grass. Luba testified she gave Enrique, who has a cat, the information and he called her a liar. Luba testified she provided Enrique with all of the medical information, including a password to get the test results, and his own prescription nasal spray for the child to use solely at his home. Luba testified the child no longer has allergy issues.

Luba testified she has never prohibited Enrique from taking the child anywhere. However, Luba conceded she refused to exchange the child on March 15, 2023 for Enrique's vacation to Nueva Leon, Mexico to visit his family.

Luba testified she believes she is allowed to implement safety standards in her parenting relationship with Enrique, and Enrique is permitted to do the same. If she thinks Enrique is doing something that puts the child in danger, Luba testified she feels the parents have a duty to discuss it with each other. Luba testified she discussed her concerns about media reports of a gang-related shooting at the Tijuana border in 2023 with Enrique prior to his March 15, 2023 vacation to Mexico. Luba testified she gave Enrique the condition she would not turn the child

over unless she got daily video calls with the child on the Talking Parents application. Luba conceded this condition was not part of existing court orders. Luba further conceded she gave Enrique the additional condition she would not turn the child's passport over until she received airline confirmation codes with the child's name.

Luba testified that, after she discussed her concerns with Enrique related to him using the CBX border crossing for the March 15, 2023 trip to Mexico with the child, Luba nonetheless withheld the child from Enrique on March 15, 2023. Luba testified she withheld the child for the child's safety because she did not want Enrique "driving" through the Tijuana border with gangs shooting.[26]

Mental and Physical Health of the Parents

Luba testified she has been diagnosed with anxiety. Luba testified she saw a physician and counselor around 2020, took medication, and went to counseling for two (2) years. Luba testified she now has tools to help her make better decisions.

Physical and Emotional Needs of the Child

Luba testified she makes and attends all of the child's medical and dental appointments without Enrique because Enrique chooses not to participate. Luba testified she provides health insurance through her husband, Phil's, employment, and provided all of the insurance information to Enrique. However, Luba testified she refused to provide Phil's social security number as part of the insurance information despite Enrique's request. Luba testified she and Phil did not provide Phil's social security number to Enrique because neither she or Phil are required to provide it to any medical provider as a condition to using the insurance coverage.

---

[26] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

Luba testified she enrolled the child in online counseling through school to help the child deal with the anxiety the child has due to Luba and Jennifer being at school together at the same time. Luba testified she asked Enrique about the online counseling and his only objection was to Zoom counseling because he did not believe the child would have privacy to express her true feelings in a telemedicine setting. Luba testified she nonetheless enrolled the child in online counseling because she has the right to enroll the child in counseling pursuant to the court orders and it was in the child's best interest. Luba also testified she met with the child's principal to discuss counseling without first consulting Enrique.

Failure to Exchange Child on March 15, 2023

Luba testified that, on January 13, 2023, Enrique sent her a Talking Parents message giving her notice of his intent to take the child on vacation to Nueva Leon, Mexico on March 15, 2023. Luba testified Enrique asked her to exchange the child's passport at school. Luba testified she refused to exchange the passport until Enrique gave her the child's flight confirmation codes. Luba testified Enrique provided her with the flight number, which is required information to be exchanged by the Decree. However, Luba testified Enrique did not provide her with a ticket showing the child's name on it.

Luba testified her next concern about Enrique's travel were related to him crossing the border using a CBX [walking] border crossing ticket as she did not know what CBX was at the time. Luba testified she learned about a gang-related shooting at the Tijuana border in the media. Luba testified she was also concerned about the child traveling to Mexico because Nueva Leon borders a more dangerous state, Enrique allegedly told her he was nearly kidnapped from his parent's home when it was robbed and she did not want Enrique "driving" through the Tijuana

border with gangs shooting.[27] Luba testified she was fine with Enrique crossing at CBX after she "Googled" to learn it went straight through into the Tijuana airport, which made her feel much safer. Luba testified she agreed to release the child to Enrique for the vacation if he would provide her with round-trip CBX tickets and daily video calls with the child using the Talking Parents application. Luba testified there was a teleconference call between her former attorney, Ben Childs, and Enrique's attorney, Melvin Grimes, with the Court at approximately 8:00 AM on March 15, 2023, the date of Enrique's scheduled travel. Luba testified she was scheduled to exchange the child on March 15, 2023 at 9:00 AM at the Chevron station for the vacation. Luba testified she was not present for the conference call but saw Ben Child's emails with attorney Grimes following the call. Luba testified it was her understanding the emails between Ben Childs and Melvin Grimes were the agreements she had to follow in order to exchange the child for the vacation.

Luba testified she told Enrique she would bring the child when Enrique sent her the CBX tickets. Luba testified Enrique sent her a message replying only: "Bye". Luba testified she was still in attorney Child's office when she decided to withhold the child from Enrique.[28] Luba further testified attorney Childs told her she did not have to turn the child over to Enrique. Luba testified to her opinion attorney Childs lied in his testimony when he testified he told Luba the Court did not issue new orders at the March 15, 2023 telephone conference and when he testified

---

[27] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

[28] This testimony controverts Luba's earlier testimony she was *not* at attorney Child's office during the March 15, 2023 teleconference with the Court.

she was expected to follow the orders.[29]

Luba testified she did not violate the order by refusing to turn over the child to Enrique because Enrique did not give her the CBX tickets or turn on his Talking Parents video application. Later, Luba testified that, if she had it to do all over again, she would not withhold the child and would follow the court orders as she has done since the March 15, 2023 incident. Luba also repeatedly testified it was not her intent to have the child miss the vacation.

Luba conceded that, three (3) months later, she took the child on a family vacation of her own to Cancun, Mexico in June 2023 over a period that included Father's Day weekend. Luba testified Cancun, Mexico is not as dangerous – in her opinion – as the Nuevo Leon, Mexico location Enrique planned to travel to with the child.

Dental Appointments

Luba testified Enrique had scheduled a dental appointment for the child on March 21, 2023 during his custodial time. Luba testified she moved the appointment March 24, 2023 to occur on her custodial time. Luba testified she believed she got Enrique's consent by rescheduling it, putting it on the Talking Parents calendar, and getting no response back from Enrique. Luba conceded she did not communicate with Enrique before she moved the appointment. Luba testified she changed the appointment because she did not want the child to miss the appointment, which would happen if the appointment stayed scheduled during Enrique's time. Luba repeatedly testified Enrique did not have the dentist's address because he kept asking for it. However, Luba later testified she gave Enrique the dentist's address.

//

---

[29] See October 15, 2024 Video Time Cite at 1:45:45 – 1:46:15.

Credibility:

The Court FINDS Luba's testimony generally credible in that she agreed as to the fundamental facts of the case. However, the Court does NOT FIND CREDIBLE Luba's testimony she did not intend to withhold the child from Enrique on March 15, 2023 to prevent him from taking the child on vacation to Mexico. In particular, the Court FINDS, three (3) months later, Luba took the child and her family on a vacation also to Mexico and during Enrique's ordered Father's Day visitation. Similarly, the Court does NOT FIND CREDIBLE Luba's testimony related to moving the child's March 21, 2023 dental appointment.

Enrique (Enrique) Velasquez-Gonzalez

Enrique is [redacted] father and Luba's ex-husband. Enrique is married to Jennifer, and they have one (1) child together, [redacted] age four (4). Enrique testified he does not allow the child to call Jennifer "Mom". Enrique testified the March 15, 2023 vacation to Nueva Leon, Mexico was for [redacted] to visit her paternal grandparents, who live there.

Enrique testified he brought a motion to modify custody because Luba withheld the child from him and tries to block vacations. Enrique testified modifying custody is in the child's best interest because Luba will not follow even one (1) line of the Decree, does not co-parent, and does not provide for the child's care as well as him. Enrique testified it is in the child's best interest to spend three (3) consecutive weeks in his care and (1) week in Luba's care because this schedule will provide the child with stability, better grooming, and better alimentation. Enrique testified Jennifer tells him the child is not well groomed at school, meaning her hair is not brushed and she wears clothes that do not fit. Enrique also testified he provides the child with a master bedroom and her own bathroom so she can be well-rested at his home. Enrique testified Luba makes appointments for the child that interfere with the child's school time even over his

requests to do otherwise.

Enrique testified Luba withholds the child and does not let him travel with her, including going to Oaxaca, Mexico in 2021 and Cancun, Mexico in Summer 2022 and in 2023. Enrique denied being kidnapped from his family home, that his uncle was murdered, and that he and Luba were robbed while driving across Mexico while they were dating. Enrique testified Luba loves going to Mexico and took the child there right after Enrique returned from his vacation or, in June 2023.

Enrique testified co-parenting with Luba means following her rules including rules she adds in addition to orders contained in the Decree. Enrique testified he turns the child over to Luba even if she does not provide him with a full itinerary for her vacations. Enrique testified he does not feel Luba treats him like an equal parent. Enrique testified he wants Luba to have a role in the child's life but he cannot trust Luba at all.

Enrique testified he tries to minimize his conflict with Luba because she brings him to Court constantly on false allegations. Enrique denied blocking Luba on his cell phone but conceded he lets her calls go to voicemail because they are ordered to communicate by the Talking Parents communication application.

Enrique testified he believes Luba abuses and neglects the child. Enrique testified he does not agree with CPS failing to substantiate his allegations Luba abused or neglected the when he claimed the child had a third degree burn on her finger. Enrique testified CPS said he was lying.[30]

//

---

[30] See Exhibit 1 at p. 32.

Enrique testified to his opinion Luba neglects the child's health but conceded he lacked specific proof. Enrique testified the child suffers from dry skin, rashes, boogers, and red eyes due to Luba's refusal to treat her allergies. Enrique testified he wanted Luba to take the child to an allergist but Luba would not cooperate. Enrique testified he cannot take the child himself because Luba refuses to give him the insurance information from her husband's policy. Enrique testified he had the child's insurance card but Luba refused to give him her husband's social security number for two (2) years so he could make an appointment. Enrique later changed his testimony to state he received Phil's social security number on December 29, 2023 from his attorney. Despite the information, Enrique testified he had not made an appointment with an allergist since then because he was waiting for the instant litigation to come to an end. Enrique also testified he has not had time or done research on allergists as another reason he has not made an appointment for the child.

Enrique testified he does not attend the child's medical or dental appointments because Luba insists on being present for every appointment and lying about him, such as telling the doctor her husband has been in the child's life longer than Enrique, i.e., creating conflict during the appointments. Thus, Enrique testified he will not go in the same room with Luba.

Enrique testified he scheduled a March 21, 2023 dental appointment for the child and notified Luba via the Talking Parents application. Enrique testified Luba rescheduled the appointment to March 24, 2024 without asking him.

Credibility: The Court FINDS Enrique's testimony generally credible. As noted herein, Enrique and Luba substantially agreed on the fundamental facts of the case. The Court FINDS credible Enrique's testimony and evidence related to long-standing co-parenting issues with Luba and a general lack of co-parenting on her part to include withholding the child and placing

the child in the middle of parental conflict.

CONCLUSIONS OF LAW

MODIFICATION OF CUSTODY

In order to modify custody, a movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[31]

NRS 125C.001 states:

The Legislature declares that it is the policy of this State:

1. To ensure that minor children have frequent associations and a continuing relationship with both parents after the parents have ended their relationship, become separated or dissolved their marriage;

2. To encourage such parents to share the rights and responsibilities of child rearing; and

3. To establish that such parents have an equivalent duty to provide their minor children with necessary maintenance, health care, education and financial support. As used in this subsection, "equivalent" must not be construed to mean that both parents are responsible for providing the same amount of financial support to their children.

NRS 125C.0035(4) mandates trial courts shall consider statutory factors and set forth in writing its analysis. The factors and this Court's analysis are as follows:

a. The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her physical custody.

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.

The Court FINDS this factor is neutral.

b. Any nomination of a guardian for the child by a parent.

The Court FINDS nomination of a guardian is not relevant to these proceedings between two (2) parents not involving a third party.

---

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

The Court FINDS this factor does not apply to this case.

c. Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

The Court FINDS Luba has interfered with Enrique's vacations to visit his family in Mexico by withholding the child in March 2023, demanding daily video contact with the child while the child was to be in Enrique's custody in Mexico, and sending letters to the Air B&Bs at which Enrique was scheduled to stay to verify his reservations. The Court FINDS Luba's claim she had concerns about the child's safety in Mexico NOT CREDIBLE in light of Luba taking the child to Mexico on a scheduled vacation three (3) months later or, in June 2023. The Court FINDS Luba's showed awareness of her interference with Enrique's parent-child relationship though *only* in the context of on-going litigation.

The Court FINDS Luba did not dispute Enrique does not interfere with her vacation requests with the child even when she fails to provide him with a full itinerary. The Court further FINDS Luba withheld the child from Enrique on Father's Day, 2023, by scheduling her vacation to Mexico with her husband on his ordered holiday then refusing to accommodate Enrique's request for compensatory visitation.

The Court FINDS Luba provided one example of Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. The Court FINDS Luba grudgingly agreed Enrique returned the child to her as ordered. The Court further FINDS Luba did not allege Enrique withheld the child from her at any other time prior to order following the incident in 2021 related to his emergency motion concerning abuse and neglect of the child. The Court FINDS that, even though Enrique disagrees with the CPS findings regarding Luba's behavior, he obeys the Court custody orders.

Therefore, the Court FINDS Enrique is the parent more likely to allow the child to have frequent associations and a continuing relationship with Luba.

Accordingly, the Court FINDS this factor favors Enrique.

d. The level of conflict between the parents.

The Court FINDS Enrique testified he does not trust Luba at all and will not be in the same room with her because she constantly brings him back to court. The Court FINDS Luba has filed twenty-three (23) motions causing Enrique to litigate since the beginning of this case, which is an exceptionally high number of motions for any case within a six

(6) year period. [32] In the same period, the Court FINDS Enrique has filed seven (7) independent motions for specified relief.

The Court FINDS Luba conceded the child calls her husband "Dad" and she does not stop or correct the child. The Court FINDS Enrique does not allow the child to call his wife "Mom" out of respect for Luba's position as the child's mother.

The Court FINDS Enrique refuses to have communication with Luba outside of Talking Parents communication application to the extent he lets her telephone calls go to voicemail. This raises the concern that Enrique would not even speak to Luba in emergency circumstances, i.e., the court-ordered communication application is for *non-emergency* parent communication. The Court also FINDS it concerning Luba calls Enrique when there is no emergency demonstrating her unwillingness to abide by Court orders.

The Court FINDS Luba testified to her opinion Enrique refuses to have anything to do with her, to agree to anything she requests and refers to her as a liar. The Court FINDS the parties do not attend parent-teacher conferences or medical appointments together. The Court FINDS the high conflict between the parties is largely driven by Luba filing an extraordinarily high number of motions in this case resulting in this case being litigated without pause since the day Luba filed for divorce on August 20, 2018.

The Court FINDS the level of conflict between the parents is very high.

The Court FINDS this factor favors Enrique.

e. The ability of the parents to cooperate to meet the needs of the child.

The Court FINDS it is undisputed Luba not only schedules all of the child's medical and dental appointments, she also attends them either alone or with her husband, Phil. The Court FINDS Enrique's testimony CREDIBLE regarding Luba creating conflict in doctors' offices by alleging he abused her or saying Phil has been in the child's life longer than Enrique.

The Court FINDS that, to avoid conflict with Luba, Enrique avoids scheduling and attending the child's medical and dental appointments. As joint custodians, both parents have the right to attend the child's medical appointments. The Court FINDS Luba

---

[32] The dates Luba filed motions are as follows: 1. November 1, 2019; 2. December 19, 2019; 3. January 14, 2020; 4. February 20, 2020; 5. May 2, 2020; 6. July 2, 2020; 7. August 19, 2020; 8. August 19, 2020; 9. August 19, 2020; 10. October 9, 2020; 11. October 15, 2020; 12. November 16, 2020; 13. December 17, 2021 (duplicative filing); 14. February 9, 2022; 15. April 12, 2022; 16. May 18, 2022; 17. June 5, 2022; 18. June 23, 2022; 19. March 13, 2023; 20. April 27, 2023; 21. June 9, 2023; 22. July 5, 2023; and 23. August 22, 2024. These motions exclude motions related to attorney withdrawals and/or liens and ex parte motion for orders shortening time.

refused to acknowledge her role in the conflict, preferring to criticize Enrique for ceding the ground for the sake of peace.

Despite Enrique's refusal to attend appointments with Luba, Enrique testified he is frustrated Luba does not schedule appointments as he requests. For example, Enrique testified he asked Luba to schedule the child's dental appointment to occur outside of school hours and became upset she did not comply. Enrique also testified at the March 19, 2024 Day One of trial at great length regarding how the child needed to be seen by an allergist and how he could not schedule an appointment due to Luba refusing to give him Phil's social security number. The Court FINDS Enrique testified he had Phil's social security number as of December 30, 2023 and could have scheduled an appointment with an allergist of his choice. The Court FINDS Enrique's testimony he preferred to wait until this litigation was over to schedule an appointment for the child demonstrates he places an emphasis on his conflict with Luba over the needs of the child. Notwithstanding this issue, the Court FINDS that, when Enrique did schedule a March 21, 2023 dental appointment for the child during his custodial time, Luba unilaterally changed the appointment to her custodial timeshare without notifying Enrique. The Court does NOT FIND credible Luba's assertion she needed to change the dental appointment because, otherwise, Enrique would not have taken the child to the appointment.

Likewise, the Court FINDS Luba's refusal to schedule an appointment with an allergist until immediately after Enrique testified as to his great frustration over Luba's refusal to cooperate with him over the insurance issue for two (2) years demonstrates she places an emphasis on her conflict with Enrique over the needs of the child.

The Court FINDS 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.

Conversely, the Court FINDS Luba refuses to obey court orders she does not like such as turning the child over to Enrique for his properly noticed and scheduled vacation, and rescheduling dental appointments without consulting Enrique. The Court FINDS Luba failed to take responsibility for her actions in withholding the child by continuously claiming it was not her intent to prevent the child from going on vacation with Enrique on March 15, 2023 when she willfully and intentionally refused to exchange the child.

The Court FINDS the parties are entrenched in their conflict and often engage in a mutual refusal to cooperate. However, under the specific testimony and evidence presented to the Court, the Court FINDS this factor favors Enrique.

f. The mental and physical health of the parents.

The Court FINDS neither party alleged Enrique has physical or mental health issues.

The Court FINDS neither party alleged Luba has physical health issues.

The Court FINDS credible Luba's testimony she was diagnosed with anxiety for which she was treated with medication and talk therapy for two (2) years. The Court FINDS Luba is not taking prescribed medication to treat any mental illness at this time. The Court further FINDS Luba testified she is self-treating her anxiety at this time with self-help books and using the tools she learned in therapy. The Court FINDS Luba has struggled using the tools she learned in therapy to avoid making poor decisions, as evidenced by Luba's intentional decisions to violate orders by withholding the child from Enrique on March 15, 2023 and changing the child's March 21, 2023 dental appointment, both of which occurred after Luba terminated therapy. However, the Court FINDS Luba has not violated the orders since March 21, 2023 demonstrating she is capable of using her therapeutic skill set when she chooses or when the matter is pending litigation. The Court is cognizant that Luba has been under the threat of losing custody of the child during this time period.

The Court FINDS this factor favors Enrique.

g. The physical, developmental, and emotional needs of the child.

The Court FINDS no evidence or testimony was presented to demonstrate that [redacted] age eight (8), is anything but a normal, healthy child meeting her developmental milestones.

To be able to have help, parents must be able to build and maintain stable and healthy relationships with the people around them. The Court FINDS Enrique has the support of his wife, Jennifer, parents, siblings, and the child's school to assist him with the child. The Court FINDS Luba has the support of her husband, mother, sister, and the child's school with the child.

The Court FINDS it was undisputed that Luba has attended all of the child's medical and dental appointments by herself because Enrique refuses to be in the same room with Luba due to her creating conflict by insulting him to the doctors and bringing her husband. Consequently, the Court FINDS Enrique generally ceded responsibility for scheduling the child's medical and dental appointments to Luba. The Court FINDS that, when Enrique took the initiative to schedule the child's dental appointment on March 21, 2023, Luba unilaterally rescheduled it to her custodial time.

The Court FINDS Luba unilaterally enrolled the child in online counseling through the child's school to help the child deal with her anxiety created by Luba being at school at the same time as Jennifer. The Court FINDS it undisputed Enrique only objected to the child engaging in online counseling because he felt she would have no privacy to express her true feelings. The Court FINDS Luba enrolled the child in online counseling over his objection rather than even looking for an in-person provider for the child. The Court FINDS Luba's blanket statement that, the counseling is the child's best interest, unpersuasive in light of her failure to consider the issue of the child having privacy in her counseling, which was the only issue Enrique raised with her.

The Court FINDS this factor nominally favors Enrique.

h. The nature of the relationship of the child with each parent.

The Court FINDS it was undisputed the child is bonded with Enrique.

The Court FINDS it was undisputed the child is bonded with Luba.

The Court FINDS this factor is neutral.

i. The ability of the child to maintain a relationship with any sibling.

The Court FINDS the child has a half-sister, [redacted] (age 4), born to Enrique and his wife.

The Court FINDS the child has a step-sister, [redacted] (age 8), who is Phil's child. The Court FINDS [redacted] and [redacted] have grown up together, are in the same grade, and attend extracurricular and family events together. The Court FINDS it undisputed the children share the same weekly timeshare at Luba's home where they share a bedroom.

The Court FINDS there was no dispute the child is bonded with both of her siblings.

The Court FINDS this factor is neutral.

j. Any history of parental abuse or neglect of the child or any sibling of the child.

The Court FINDS no evidence was presented to the Court demonstrating either party engaged in abuse or neglect of a child despite Enrique's [prior] allegations to the contrary.

The Court FINDS this factor does not apply.

k. Whether either parent or any other person seeking physical custody has engaged in an act of domestic violence against the children, a parent of the children or any other person residing with the children.

The Court FINDS there is no evidence before the Court suggesting there is any history of domestic violence.

The Court FINDS this factor does not apply.

l. Whether either parent or any other person seeking physical custody of the child has committed an act of abduction against the child or any other child.

The Court FINDS Luba committed an act of abduction against the child pursuant to NRS

200.359(1) creating a rebuttable presumption that sole or joint physical custody or unsupervised contact with the child is not in the child's best interest.[33]

Luba's testimony and evidence in support of rebutting the presumption is addressed below.

ANALYSIS AND ORDERS

Modification of Custody

After the March 19, 2024 Day 1 Non-Jury Trial, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered.[34] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[35] However, the Court FINDS Luba demonstrated her ability to provide daily care for the child, provide for the child's physical and emotional needs, and provide the child

---

[33] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

> "Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.
>
> 1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:
>
> (a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[34] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[35] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13.

with a safe home overcomes the presumption set forth in NRS125C.0035(7). Specifically, the Court FINDS that, Luba's withholding of the child for one (1) vacation period in March 2023 combined with credible evidence and testimony demonstrating her ability to provide daily care for the child, overcomes presumption Luba should not have sole or joint physical custody *and* supervised visitation only. The mandate set forth for violations of NRS 125C.0035(7) is particularly restrictive amounting to sole physical custody.[36] Notably, Enrique did move this Court for sole physical custody of the parties' child.

While Enrique cannot prevail on his request for Luba to have supervised contact only with the child, a visitation order which would be *required* pursuant to the NRS 125C.0035(7)[37] *mandate*, the Court FINDS Enrique nonetheless established a substantial change of circumstances affecting the child's welfare and in the child's best interest. Taking into account the evidence and testimony presented to it and the best interest factors set forth at NRS

---

[36] See e.g., Roe v. Roe, 139 Nev. Adv. Op. 21, 535 P.3d 274 (2023)(mandating findings supporting the restrictive sole physical custody order).

[37] NRS 125C.0035(7) states: A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted.

125C.0035(4), the Court FINDS it in the child's best interest to grant Enrique's request for primary physical custody. The Court places particular emphasis on Luba's actions which prevented Enrique from having frequent associations with the child, Luba's demonstrated unwillingness to co-parent with Enrique, her near constant actions leading to increased conflict and litigation in this matter and her demonstrated inability to meet the needs of the child by valuing conflict with Enrique over the child's best interests. Accordingly, the Court FINDS it in the child's best interest to GRANT Enrique's request for modification of custody to PRIMARY PHYSICAL CUSTODY.

Timeshare

The Court FINDS Enrique requested modification of the parties' timeshare to him being awarded three (3) consecutive weeks of custody with one (1) week to Luba. The Court FINDS is not persuaded (3) consecutive weeks of visitation with Enrique is in the best interest of the child in light of her established sibling relationships and stability in each household. The Court places value on the child's undisputed close bond with her sister, [redacted] in Luba's home.

Accordingly, the Court ORDERS Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend. The parties' prior holiday/vacation timeshare SHALL remain status quo.

Child Support

The Court FINDS Luba's most recent Financial Disclosure Form (FDF) was filed March 14, 2024 wherein she indicated she was employed by Aria Casino as a cocktail server earning

$1,904.44 per month including tip income.[38] In support of her FDF, Luba included a March 3, 2024 paystub listing $4,699.86 year to date income. March 3, 2024 is eleven (11) weeks into 2024. Accordingly, the Court FINDS 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).

Therefore, Luba's monthly child support obligation is $301.00, effective JANUARY 1, 2025 and due on the first of each month thereafter.

Dependent Tax Credit

As the primary physical custodian, Enrique SHALL be solely entitled to claim the party's minor child each and every tax year commencing 2025.

Request for Prosecution for Parental Abduction

The Court DENIES Enrique's request for referral for prosecution for parental abduction.

Attorney Fees and Costs

The Court DENIES Luba's request for award for attorney fees and costs.

The Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney

---

[38] See Luba's Financial Disclosure Form (filed March 14, 2024).

fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

ORDER TO SHOW CAUSE

Count 1

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.9, Article 9.3 (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial [sic] shall take place as follows: The parties shall exercise a week on, week off scheduled [sic] with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m. when school commences until the following Wednesday at 9:00 a.m., except when superseded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that say day, on Wednesday.
>
> Except where superseded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 am at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] This shall also be the exchange point whenever a custody exchange is to be made somewhere someplace other than the child's school. When a custody exchange is made at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely and leave."

THE COURT FINDS the order set forth in the December 8, 2021 Decree of Divorce at p.9, Exhibit 1, Article 9.3 was clear and unambiguous as required by Nevada law.[39]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of contempt as to the September 25, 2023 Order to Show Cause.

---

[39] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[40]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Decree of Divorce at p.9, Article 9.3; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba exchange the child on Wednesday, March 15, 2023 at 9:00 AM at the Chevron station as ordered. The Court FINDS Luba testified she was still in her attorney Ben Childs' office the morning of March 15, 2023 when she decided she would not exchange the child with Enrique for his scheduled visitation.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able to enjoy the March 15, 2023 vacation to Mexico because he was not able to take the child to visit his family as planned, and he spent the vacation preparing litigation documents related to the withholding.

The Court FINDS Enrique credibly established a need to hold Luba in contempt through his testimony Luba interfered with his scheduled vacations to Mexico in 2021 and 2022 by either refusing to produce the child or by demanding to have information Enrique could not reasonably provide.

//

---

[40] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Count 2

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1, (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the child's best interest, and not to promote the personal desires of either party.
>
> The parents shall confer with each other on all matters regarding the children's health care, including but not limited to medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health conditions of the children except in emergency situations when prior consultations are not possible."

THE COURT FINDS the order set forth in the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1 was clear and unambiguous as required by Nevada law.[41]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of criminal contempt as to the September 25, 2023 Order to Show Cause.

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[42]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Stipulated Decree of Divorce at Exhibit 1, p.8,

---

[41] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

[42] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Articles 9.1; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba failed to consult with Enrique before changing the child's March 21, 2023 dental appointment to March 24, 2024.

The Court FINDS Enrique testified he scheduled the child's dental appointment to occur on March 21, 2023 and provided notice to Luba on Talking Parents application. The Court FINDS Luba testified she rescheduled the appointment from March 21, 2023 to March 24, 2023 without discussing the matter with Enrique. The Court FINDS Luba testified after she rescheduled the appointment, she notified Enrique of the change on Talking Parents, which she considers discussing it with him. The Court does NOT FIND CREDIBLE Luba's testimony she believes she is conferring with Enrique under the order if she moves the appointment first and notifies Enrique afterward.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able make appointments for the child because Luba changes them, causing conflict he seeks to avoid. The Court FINDS Enrique credibly established through his testimony the need for contempt due to Luba failing to confer with him so as to promote the child's best interest.

BASED ON THE FOREGOING, the Court ORDERS Luba SHALL pay $500 as for sanction of EACH violation of the September 23, 2023 Order to Show Cause – Counts 1 and 2 or, a total of $1,000 ($500 x 2 sustained counts of contempt = $1,000 total).

PURGE CLAUSE: In the event Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court SHALL PURGE the financial sanctions.

//

ORDERS

NOW THEREFORE, based on upon the foregoing *Findings of Fact and Conclusions of Law* and, good cause appearing:

IT IS HEREBY ORDERED that the parties shall continue to share JOINT LEGAL CUSTODY of the minor child.

IT IS FURTHER ORDERED that Enrique's request to modify custody is GRANTED and Enrique SHALL have PRIMARY PHYSICAL CUSTODY of the parties' minor child.

IT IS FURTHER ORDERED that Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend.

IT IS FURTHER ORDERED that the parties' prior holiday/vacation timeshare SHALL remain status quo.

IT IS FURTHER ORDERED that Luba SHALL pay $301.00 per month child support, effective JANUARY 1, 2025 and due on the first of each month thereafter.

IT IS FURTHER ORDERED that Enrique SHALL be solely entitled to claim the minor child for federal tax purposes each year commencing 2025.

IT IS FURTHER ORDERED that Enrique's request for this matter to be referred for prosecution for parental abduction is DENIED.

IT IS FURTHER ORDERED that the Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and

serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

IT IS FURTHER ORDERED that Enrique clearly and convincingly established evidence in support of Counts 1 and 2 of the September 25, 2023 Order to Show Cause re: contempt.

IT IS FURTHER ORDERED that Luba SHALL as for financial sanction for the September 25, 2023 Order to Show Cause, Luba shall pay $500 per count or, a total of $1,000. **PURGE CLAUSE**: In the event 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.

IT IS FURTHER ORDERED that, all other orders not addressed herein SHALL remain status quo.

MANDATORY STATUTORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(7)(8):

The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country as follows:

If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.

(b) Upon motion of one of the parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the court and may be used only to pay for the cost of locating the child and returning the child to his or her habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary physical custody has been established pursuant to an order, judgment or decree of a court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating: (a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and (b) if the non-relocating parent refuses to give that consent, petition the court for permission to move and/or for primary physical custody for the purpose of relocating. A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.010(1)(b), for purposes of visitation rights of a child, the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.010 through 31A.350, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145 and NAC 425.170, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that pursuant to NAC 425.165 and NRS 425.620, if the order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, and if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

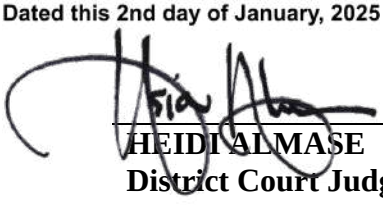
NOTICE IS HEREBY GIVEN that each party shall submit the information required in NRS 125B.055, NRS 125.130, and 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link: https://www.familylawselfhelpcenter.org/images/forms/misc/address-change-pdf-fillable.pdf

APPEAL NOTICE

The parties are noticed s/he has thirty (30) days from Notice of Entry of this Order to file any appeal with the Nevada Supreme Court. See NRAP 4(a)(1). The time to file a Notice of Appeal may not be extended by stipulation. Certain motions filed in this Court may impact the timing of a Notice of Appeal. See NRAP 4(a)(4)(A) – (D).

Dated this 2nd day of January, 2025



HEIDI ALMASE
District Court Judge

409 EFB E3AF A44D
Heidi Almase
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Gonzalez, 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 Findings of Fact, Conclusions of Law and Judgment 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: 1/2/2025

[redacted]

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 1/3/2025

John Muije

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

Electronically Filed
1/7/2025 11:55 AM
Steven D. Grierson
CLERK OF THE COURT

NEO
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
ROBERTS STOFFEL FAMILY LAW GROUP
[redacted]
Attorney for Defendant

DISTRICT COURT, FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, v. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept No: P

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERS (POST-JUDGEMENT)

\\\

\\\

\\\

\\\

\\\

PLEASE TAKE NOTICE that Findings of Fact, Conclusions of Law and Orders (Post-Judgement) that was filed on January 2, 2025, was duly entered on the 7th day of January 2025, a copy of which is attached hereto and fully incorporated herein.

DATED this 7 day of January 2025

ROBERTS STOFFEL FAMILY LAW GROUP

By: _____
Melvin R. Grimes, Esq.
State Bar of Nevada No. 12972
[redacted]

Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Roberts Stoffel Family Law Group, and on the 7 day of January 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 Notice of Entry of Findings of Fact, Conclusions of Law and Orders (Post-Judgement) from January 2, 2025 (with the Order attached herein), to the following:

Alex Ghibaudo, Esq.
[redacted]
Attorney for Plaintiff

Luba Snow
[redacted]

By: Mandy Thomas
Employee of Roberts Stoffel Family Law Group

Electronically Filed
01/02/2025 1:34 PM
CLERK OF THE COURT

FFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

LUBA GONZALEZ, N/K/A LUBA SNOW, Plaintiff, VS. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	Case No: D-18-575860-D Dept. No: X DATES OF TRIAL: 03/19/2024 10/15/2024

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS (POST-JUDGMENT)

THIS MATTER came before this Court on March 19, 2024 and October 15, 2024 for two (2) full days non-jury bench trial on the above-captioned post-judgment divorce proceeding.

Plaintiff Luba (Luba) Gonzalez, n/k/a Luba Snow, was present and represented by her attorney Alex Ghibaudo, ALEX GHIBAUDO, PC. Defendant Enrique (Enrique) Ivan Velazquez-Gonzalez was present and represented by his attorney, Melvin Grimes, ROBERTS STOFFEL FAMILY LAW GROUP.

This is a post-judgment divorce proceeding involving one (1) minor child: [redacted] Gonzalez, born [redacted] (current age 8 years).

Having reviewed the papers and pleadings on file herein and, after considering and weighing the credibility of the witnesses and exhibits admitted into evidence, this Court issues its *Findings of Fact, Conclusions of Law, and Orders (Post-Judgment)*.

//

RELEVANT PROCEDURAL HISTORY

Since Luba filed her Complaint for Divorce on August 20, 2018, this case has been in near constant litigation. The parties currently share JOINT LEGAL CUSTODY and JOINT PHYSICAL CUSTODY on a week on/ week off timeshare with custodial exchanges occurring Wednesdays at 9:00 AM.[1] The parties stipulated for Luba to have Zoom video calls with the child during Enrique's custody time, including holiday and vacation, each Monday and Friday at 7:15 PM.[2]

The parties further stipulated to each party 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 stipulated the traveling parent would provide a written itinerary for travel with the child outside of Nevada no later than fourteen (14) days prior to the trip.[4] The parties also stipulated the travel itinerary was 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 emergency phone number for the child.[5] In the event border crossings (for travel between the United States and Mexico) would take place on foot, the parties stipulated the itinerary would include the dates of the border

---

[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] Id. at p.13, Article 9.6.

[3] Id. at p. 12, Article 9.5.

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

[5] Id.

crossings.[6] The parties further stipulated that, when travelling by air with the child, the parties would provide each other with "complete itineraries to include dates of travel, passengers on the reservation, and airline and flight details."[7] The parties stipulated to provide the other parent with the address they would be staying as soon as it was known.[8] Last, all communication between the parents was via the Talking Parents communication application absent an emergency.[9]

Instant Proceedings

On March 20, 2023, Enrique filed Defendant's Emergency Motion for Return of the Child, for an Order to Show Cause and for a Referral to the District Attorney for Criminal Charges alleging Luba violated the December 8, 2021 Stipulated Decree by refusing to exchange the child to him on March 15, 2023 for his scheduled vacation to Mexico and changing the March 21, 2023 dental appointment without consulting him. On March 20, 2021, an Order to Show Cause issued against Luba for the alleged violations. On March 30, 2023, Luba filed an Opposition and Countermotion. On April 27, 2023, Luba separately filed a Motion for an Order to Show Cause in which she alleged one-hundred and ten (110) alleged violations to include alleged communication and travel orders violations, request to change the child's surname, request to change the child's school and request for award for attorney fees. On May 5, 2023,

---

[6] Id.

[7] See Stipulation and Order, Exhibit 1, Memorandum of Understanding at p.1, ll.12 (filed July 26, 2022).

[8] Id. at p.1, ll.16.

[9] Id. at p.1, ll.17

Enrique filed an Opposition and Countermotion for Modification of Custody Awarding Defendant Primary Physical and Sole Legal Custody, Sole Possession of the Child's Passport, et al. In support of his request to modify custody, Enrique included allegations Luba consistently made doctor and dental appointments without his permission, sent her husband to the child's medical/dental appointments and wrongfully detained the child in violation of NRS 125C.0035(7) on March 15, 2023, the date of Enrique's scheduled vacation to Mexico.

On May 24, 2023, Enrique filed Defendant's Emergency Motion to Enforce seeking enforcement of his Father's Day, 2023 visitation. On May 31, 2023, Luba filed an Opposition and Countermotion for an Order to Show Cause.

At the April 6, 2023 hearing on Enrique's March 20, 2023 Emergency Motion for Return of Child, et al., the Court deferred the issue of custody modification and set evidentiary hearing on the Order to Show Cause against Luba.[10] In the June 13, 2023 Order Re: All Pending Motions, the Court issued a written order related to all other pending matters. Specifically, the Court denied each of Luba's one-hundred and ten (110) requests for indirect contempt, denied Luba's requests for surname and school modification and for award for attorney fees.[11] The Court found Enrique established a *prima facie* basis to modify child custody pursuant to Myers v. Haskins[12] based, in part, on Luba withholding the child for the March 15, 2023 vacation.[13]

//

---

[10] See Order from April 6, 2023 hearing at p.2-3, ll.17-4 (filed June 6, 2023).

[11] See Order Re: All Pending Motions at pp.22, ll.6-7 (filed June 13, 2023).

[12] 138 Nev. 553, 513 P.3d 527 (Ct. App. 2022).

[13] See Order Re: All Pending Motions at pp.18, ll.12-20 (filed June 13, 2023).

On June 9, 2023, Luba filed an Emergency Motion for Reconsideration followed, on July 5, 2023, Luba filed a Motion to Reconsider [the] Court's June 21, 2023 Order Granting Defendant an Evidentiary Hearing, et al. On July 21, 2023, Enrique filed an Opposition and Countermotion. On September 11, 2023, the Court filed an order denying Luba's July 5, 2023 motion and awarding Enrique attorney fees.[14]

Enrique's Request for NRS 125C.0035(7) Finding

Following close of the Day One March 19, 2024 Non-Jury Trial on Enrique's request to modify physical custody and an Order to Show Cause against Luba, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered following Enrique's oral motion for the same.[15] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[16] The Court

---

[14] See Order Denying Plaintiff's July 5, 2023 Motion for Reconsideration et al at p.8, ll.8-22 (filed September 11, 2023).

[15] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[16] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13. Specifically, NRS 125C.0035(7) provides as follows:

> "A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

defined abduction pursuant to NRS 200.359(1).[17] The Court FOUND the Decree clearly identified the vacation timeshare and itinerary provisions, the ordered visitation on March 15, 2023, and that Luba conceded in her testimony she did not turn the child over to Enrique.[18] The Court reminded the parties it ultimately had to make findings on all of the best interest factors and stated it would receive all evidence as to whether Luba was able to rebut the presumption upon full receipt of evidence.[19]

FINDINGS OF FACT

The Court cites only to those portions of the testimony that are relevant and necessary to its findings and ultimate conclusions of law. Specifically, the testimony included in the Findings

---

(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted."

[17] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

"Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.

1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:

(a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[18] Id. at 3:15:27 – 3:15:41.

[19] Id. at 3:19:54-3:20:48.

of Fact is not mere transcription of testimony offered during trial but only that testimony relevant to this Court's findings and orders.

> "Findings of fact constitute "the ultimate judgment on a mass of details" and are more than a mere recitation of evidence presented. Baumgartner v. United States, 322 U.S. 665, 670 (1944); *see also United States v. Adams*, 73 U.S. 101, 102 (1867)(noting lower courts are bound to make "a finding of the ultimate facts or propositions which the evidence shall establish . . . and not the evidence on which these ultimate facts are founded). On appellate review, [the appellate court] must interpret all statements contained in a district court's "Findings of Fact" as the ultimate truth of the case. *See Finding of Fact, Black's Legal Dictionary* (10th ed. 2014)(defined as "[a] determination by a judge"); *Determination, Black's Legal Dictionary* (defined as "a final decision by a court").[20]

JURISDICTION

The Court FINDS both parties and the minor child reside in Las Vegas, Nevada and no other state has taken jurisdiction over the parties or minor child in this case. Therefore, this Court has the required subject matter and personal jurisdiction as well as continuing and exclusive child custody jurisdiction to resolve the issues before it.

TESTIMONY

The following parties offered testimony:

Enrique Velasquez-Gonzalez, Defendant

Emma Muth, witness for Defendant

Gina Thornton, witness for Defendant

Luba Gonzalez n/k/a Luba Snow, Plaintiff

Benjamin Childs, witness for Plaintiff

---

[20] Franklin v. Franklin, ___ Nev. Adv. Op. ___, *p.17, ___ P.3d ___, ___ (December 4, 2023)(Dissenting, Bell, J.).

HOUSEKEEPING

The parties each waived opening statements. The parties stipulated to the admission of Plaintiff's exhibits 1, 2, 3, 4, and 5; and Defendant's exhibits A, B, C, D, and E.

TESTIMONY

Benjamin (Ben) Childs

Ben was Luba's former attorney in this case for an eighteen (18) month period of time that encompassed the dispute over Enrique's March 15, 2023 vacation to Nueva Leon, Mexico for the purpose of visiting his family with the parties' child.[21] Ben testified Luba was concerned about Enrique taking the child to Mexico because she felt she did not have sufficient assurances the child would be safe. Specifically, Luba was concerned about crime in Tijuana after Enrique provided his itinerary showing he would enter Mexico through Tijuana using a CBX [walking] border crossing pass. Ben testified Luba wanted Enrique to provide her with round-trip CBX tickets, allow her daily video calls with the child using the Talking Parents communications application and for an agreement Enrique would not travel outside of Nueva Leon with the child.

Ben testified he and Enrique's counsel, Melvin Grimes, had a telephone conference with the Court on March 15, 2023, the day travel was scheduled, in an effort to resolve the dispute between Luba and Enrique over the vacation. Ben testified the Court did not issue any orders during the teleconference but he and attorney Grimes exchanged emails immediately afterward attempting to negotiate final terms for Luba to release the child to Enrique for the vacation. Ben testified he shared the attorney emails with Luba, who was with him in his office during the teleconference.

---

[21] Prior to Ben beginning his testimony, Luba confirmed she affirmatively waived her attorney-client privilege.

Ben testified that, at the time scheduled for the child exchange, Enrique had neither provided Luba with round-trip CBX tickets nor downloaded the Talking Parents video communication application. Ben testified it was his opinion Luba could have reached the conclusion she did not have to exchange the child unless Enrique met all of the agreements made in the attorney's subsequent emails. Ben also testified he told Luba it was totally up to her whether to turn the child over to Enrique for the exchange once Enrique did not provide the CBX tickets to her. Ben denied telling Luba to violate a court order repeatedly stating he told Luba it was her decision. Ben agreed no orders issued as a result of his and attorney Grimes' March 15, 2023 teleconference with the Court. Ben testified the parties were and are expected to follow the orders of the Court.

Credibility: The Court FINDS attorney Child's testimony *generally* credible as to some facts and circumstances. The Court does NOT find credible Child's testimony related to information and/or advice he provided to Luba following the March 15, 2023 teleconference with the Court.

Emma (Emma) Muth

Emma is the child's first (1st) and second (2nd) grade teacher at [redacted] School (ES).[22] Emma testified she met both Luba and Enrique at parent teacher conferences and communicates with both through Class Dojo, the online parent-teacher communication application. Emma testified she observed the child has a good relationship with both parents.

Emma testified her primary concern is the child's [redacted] attachment to Jennifer, Enrique's wife and the child's stepmother, who is a reading strategist at Bryan ES. Emma

[22] The Court NOTES that, at the time Emma testified on March 19, 2024, [redacted] had nearly completed second grade.

testified the child is particularly attached to Jennifer and finds ways to interact with Jennifer during the school day during Luba's ordered timeshare. For example, Emma specified the child would try to find ways to see or eat lunch with Jennifer.

Emma also testified she noticed two specific small issues related to the child's grooming during Luba's custodial timeshare: 1) the child had a spot of dry skin on her chin a few months earlier rectified by Emma giving the child some lotion to put on it; and 2) the child had mismatched clothes. Specifically, Emma testified the child wore a Halloween-themed shirt around Valentine's Day in 2024 with leggings that did not match. Emma testified she did not bring this issue to the attention of either parent or CPS. Rather, Emma testified she discussed this with Jennifer, the child's step-mother.

Emma testified she and Jennifer have a collegial relationship, attending weekly staff meetings and a lunch at a staff development day the prior year. Emma confirmed that, although she was subpoenaed to testify, when Jennifer asked her if she would be willing to testify in this matter, Emma voluntarily agreed. Emma testified the subpoena was necessary so she could get the time off work to testify.

Credibility:

The Court FINDS Emma generally showed bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. Notwithstanding this issue, the Court FINDS credible Emma's testimony Jennifer and the child are strongly attached and that the child has, on two occasions, presented at school with dry skin and mismatched clothing.

Gina (Gina) Thornton

Gina is the school counselor at the child's school, Bryan ES. Gina testified she has known the child since the [redacted] school year. Gina testified to her opinion the child is happy

while at school.

Gina testified she was present at the school for an October 2023 Halloween parade when Luba walked with the children, school faculty and staff in the parade while videotaping the child, Jennifer and Gina, who were all walking together. Gina testified Luba videotaping them made Jennifer and her very uncomfortable because Luba's videotaping was excessive and, in her opinion, for the purpose of harassing Jennifer. Gina testified she believed Luba inserting herself in the parade made the child sad because the child wanted to be with Jennifer, but was compelled to be with Luba. Gina testified she believed Luba's behavior caused the child to be unable to enjoy herself because she was torn between Jennifer and Luba. Gina testified she had no other incidents about which to testify.

Gina testified she has known Jennifer as long as Jennifer has worked at [redacted] ES or for a period of seven (7) or eight (8) years. Gina testified she and Jennifer are friends outside of work. Gina testified that she agreed to testify about what she witnessed at the parade when Jennifer asked, although she was present subject to a subpoena.

Credibility:

As with witness Emma Muth, the Court FINDS Gina showed general bias toward and in favor of Enrique due to her relationship with her co-worker, Jennifer, Enrique's wife. However, the Court FINDS credible Gina's testimony Luba has caused the child distress as a consequence of her behavior at the school credible.

Luba (Luba) Gonzalez N/K/A Luba Snow

Luba is [redacted] mother, and Enrique's ex-wife. Luba's current husband is Phil. Luba is also the step-mother to Phil's daughter, [redacted] Luba testified [redacted] and [redacted] were born five (5) weeks apart, have grown up together, and are closely bonded. Luba testified [redacted]

and [redacted] are on the same visitation schedule, share a bedroom, and are in the same grade, though they attend different schools. Luba testified she and Phil were investigated by Child Protective Services (CPS) for abuse in the past because [redacted] mother, Robin, made a false complaint. Luba testified Robin apologized since then, and they are all part of a big family now.

Luba testified Enrique has asked her to have the child stop calling Phil "Dad". Luba testified she refused the request on the basis she believes it is up to the child what to call Phil.

[redacted]

been damaged. Luba testified she reached out to [redacted] teacher on Class Dojo many times to ask what she can do better so she can fix it. Luba testified she did not receive a 2024 Mother's Day school project the child made for her or the child's report cards because, according to the child, Jennifer took them out of the child's backpack. When Luba raised these issues with Enrique, Luba testified he called her a liar and told her to look for the report card on the online portal. Luba testified she learned after the fact Jennifer took the child out of her regular classes for Bring Your Child to Work Day. When Luba raised this issue with Enrique, Luba testified he told her the child previously told her Bring Your Child to Work Day. Luba testified the child did not talk to her about Bring Your Child to Work Day and, even if she had, it was not the child's place to discuss adult matters with her or pass this kind of information back and forth.

//

---

[23] The school selection issue and order for the child to remain at Bryan ES followed an evidentiary hearing on a school selection motion wherein the former judicial department, Department P, granted Enrique's request for the child to remain at Bryan ES. See Order [after Evidentiary Hearing of December 7, 2021] (filed February 8, 2022).

Luba testified she provided the child with a cell phone and told Enrique he could contact the child on it anytime, but Enrique declined communication outside of the court orders. Luba testified she knows Enrique does not use the phone because she keeps the phone for the child and [redacted] use. Luba testified a Court order provided for specified electronic communication twice weekly but, because she missed the child, Luba demanded daily video phone calls with the child while on vacation and in exchange for allowing the child to go on the planned vacation to Mexico in March 2023. Luba testified Enrique agreed to her having daily video calls with the child using the Talking Parents application while they were in Mexico but he never downloaded the video function on the app.[24] Luba testified Enrique's mother, stepfather, and half-siblings live in Mexico, and while it was not her intent to stop the child from going on vacation with Enrique to visit his family on March 15, 2023, she did not release the child to Enrique for the vacation because he could not sufficiently assure her the child would be safe in Mexico.

Luba testified she offered Enrique compensatory visitation days after he returned from Mexico on March 20, 2023, but Enrique did not accept all of the dates she offered. Luba conceded she did not agree to Enrique's counter that she give him Father's Day weekend because she had plans to be on vacation in Cancun, Mexico with the child and her family that weekend. Luba testified Enrique declined all compensatory visitation as a result of her refusal to give him Father's Day weekend, a weekend he was otherwise entitled to by court order.

Related to best interest factors set forth at NRS 125C.0035(4), Luba testified as follows:

Level of Conflict between the Parents

Luba testified that, if she asks for information about the child, Enrique calls her a liar,

---

[24] See Plaintiff's Exhibit 4, p.LS0179.

crazy, unstable, says she enjoys drama, and is going to hurt people. Luba testified Enrique accuses her of trying to get Jennifer fired. Luba testified Enrique also accuses her of holding the child hostage at the school gates in the morning. Luba testified that, on the days she drops the child off for school, the child chooses to stay with her at the gates rather than play with her friends before the bell rings.

Luba testified the reason she is so cautious about the child's whereabouts is due to Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. Luba testified this incident traumatized her and she feels like the child will always be taken from her. Luba testified Enrique will not have anything to do with her or agree to anything.

Ability of the Parents to Cooperate to Meet the Child's Needs

Luba testified she believes she is a good co-parent. Luba testified she and Enrique attend parent-teacher child conferences separately. Luba conceded she met with the school principal regarding counseling for the child without notifying Enrique. Luba testified she asked Enrique to agree to the child enrolling in online counseling through the school to help the child with her discomfort with Luba and Jennifer being in the school at the same time. Luba testified Enrique refused because he was concerned the child would not be able to share her true and honest feelings with a counselor in a telemedicine setting. Luba testified she enrolled the child in online counseling over Enrique's objection because she has an order that allows her to do so even if Enrique refuses.[25]

---

[25] The Court NOTES Luba's testimony in this regard comports with the parties' Marital Settlement Agreement.

Luba testified she makes all of the child's medical and dental appointments on her custodial days, invites Enrique to attend, and gives him all of the paperwork and information she receives. Luba testified that she does not believe it is a unilateral decision for her to schedule a doctor appointment for the child and place it on the Talking Parents calendar without consulting Enrique beforehand.

Luba testified Enrique reciprocates similar information, although he does attend medical or dental appointments. Luba testified she took the child to an allergist following the March 19, 2024 trial date pursuant to Enrique's complaints the child had undiagnosed allergies. Luba testified Enrique did not attend the appointment. Luba testified the allergy test results showed the child is allergic to cats and has seasonal allergies to grass. Luba testified she gave Enrique, who has a cat, the information and he called her a liar. Luba testified she provided Enrique with all of the medical information, including a password to get the test results, and his own prescription nasal spray for the child to use solely at his home. Luba testified the child no longer has allergy issues.

Luba testified she has never prohibited Enrique from taking the child anywhere. However, Luba conceded she refused to exchange the child on March 15, 2023 for Enrique's vacation to Nueva Leon, Mexico to visit his family.

Luba testified she believes she is allowed to implement safety standards in her parenting relationship with Enrique, and Enrique is permitted to do the same. If she thinks Enrique is doing something that puts the child in danger, Luba testified she feels the parents have a duty to discuss it with each other. Luba testified she discussed her concerns about media reports of a gang-related shooting at the Tijuana border in 2023 with Enrique prior to his March 15, 2023 vacation to Mexico. Luba testified she gave Enrique the condition she would not turn the child

over unless she got daily video calls with the child on the Talking Parents application. Luba conceded this condition was not part of existing court orders. Luba further conceded she gave Enrique the additional condition she would not turn the child's passport over until she received airline confirmation codes with the child's name.

Luba testified that, after she discussed her concerns with Enrique related to him using the CBX border crossing for the March 15, 2023 trip to Mexico with the child, Luba nonetheless withheld the child from Enrique on March 15, 2023. Luba testified she withheld the child for the child's safety because she did not want Enrique "driving" through the Tijuana border with gangs shooting.[26]

Mental and Physical Health of the Parents

Luba testified she has been diagnosed with anxiety. Luba testified she saw a physician and counselor around 2020, took medication, and went to counseling for two (2) years. Luba testified she now has tools to help her make better decisions.

Physical and Emotional Needs of the Child

Luba testified she makes and attends all of the child's medical and dental appointments without Enrique because Enrique chooses not to participate. Luba testified she provides health insurance through her husband, Phil's, employment, and provided all of the insurance information to Enrique. However, Luba testified she refused to provide Phil's social security number as part of the insurance information despite Enrique's request. Luba testified she and Phil did not provide Phil's social security number to Enrique because neither she or Phil are required to provide it to any medical provider as a condition to using the insurance coverage.

---

[26] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

Luba testified she enrolled the child in online counseling through school to help the child deal with the anxiety the child has due to Luba and Jennifer being at school together at the same time. Luba testified she asked Enrique about the online counseling and his only objection was to Zoom counseling because he did not believe the child would have privacy to express her true feelings in a telemedicine setting. Luba testified she nonetheless enrolled the child in online counseling because she has the right to enroll the child in counseling pursuant to the court orders and it was in the child's best interest. Luba also testified she met with the child's principal to discuss counseling without first consulting Enrique.

Failure to Exchange Child on March 15, 2023

Luba testified that, on January 13, 2023, Enrique sent her a Talking Parents message giving her notice of his intent to take the child on vacation to Nueva Leon, Mexico on March 15, 2023. Luba testified Enrique asked her to exchange the child's passport at school. Luba testified she refused to exchange the passport until Enrique gave her the child's flight confirmation codes. Luba testified Enrique provided her with the flight number, which is required information to be exchanged by the Decree. However, Luba testified Enrique did not provide her with a ticket showing the child's name on it.

Luba testified her next concern about Enrique's travel were related to him crossing the border using a CBX [walking] border crossing ticket as she did not know what CBX was at the time. Luba testified she learned about a gang-related shooting at the Tijuana border in the media. Luba testified she was also concerned about the child traveling to Mexico because Nueva Leon borders a more dangerous state, Enrique allegedly told her he was nearly kidnapped from his parent's home when it was robbed and she did not want Enrique "driving" through the Tijuana

border with gangs shooting.[27] Luba testified she was fine with Enrique crossing at CBX after she "Googled" to learn it went straight through into the Tijuana airport, which made her feel much safer. Luba testified she agreed to release the child to Enrique for the vacation if he would provide her with round-trip CBX tickets and daily video calls with the child using the Talking Parents application. Luba testified there was a teleconference call between her former attorney, Ben Childs, and Enrique's attorney, Melvin Grimes, with the Court at approximately 8:00 AM on March 15, 2023, the date of Enrique's scheduled travel. Luba testified she was scheduled to exchange the child on March 15, 2023 at 9:00 AM at the Chevron station for the vacation. Luba testified she was not present for the conference call but saw Ben Child's emails with attorney Grimes following the call. Luba testified it was her understanding the emails between Ben Childs and Melvin Grimes were the agreements she had to follow in order to exchange the child for the vacation.

Luba testified she told Enrique she would bring the child when Enrique sent her the CBX tickets. Luba testified Enrique sent her a message replying only: "Bye". Luba testified she was still in attorney Child's office when she decided to withhold the child from Enrique.[28] Luba further testified attorney Childs told her she did not have to turn the child over to Enrique. Luba testified to her opinion attorney Childs lied in his testimony when he testified he told Luba the Court did not issue new orders at the March 15, 2023 telephone conference and when he testified

---

[27] See October 15, 2024 Video Time Cite at 1:46:37 – 1:46:56.

[28] This testimony controverts Luba's earlier testimony she was *not* at attorney Child's office during the March 15, 2023 teleconference with the Court.

she was expected to follow the orders.[29]

Luba testified she did not violate the order by refusing to turn over the child to Enrique because Enrique did not give her the CBX tickets or turn on his Talking Parents video application. Later, Luba testified that, if she had it to do all over again, she would not withhold the child and would follow the court orders as she has done since the March 15, 2023 incident. Luba also repeatedly testified it was not her intent to have the child miss the vacation.

Luba conceded that, three (3) months later, she took the child on a family vacation of her own to Cancun, Mexico in June 2023 over a period that included Father's Day weekend. Luba testified Cancun, Mexico is not as dangerous – in her opinion – as the Nuevo Leon, Mexico location Enrique planned to travel to with the child.

Dental Appointments

Luba testified Enrique had scheduled a dental appointment for the child on March 21, 2023 during his custodial time. Luba testified she moved the appointment March 24, 2023 to occur on her custodial time. Luba testified she believed she got Enrique's consent by rescheduling it, putting it on the Talking Parents calendar, and getting no response back from Enrique. Luba conceded she did not communicate with Enrique before she moved the appointment. Luba testified she changed the appointment because she did not want the child to miss the appointment, which would happen if the appointment stayed scheduled during Enrique's time. Luba repeatedly testified Enrique did not have the dentist's address because he kept asking for it. However, Luba later testified she gave Enrique the dentist's address.

//

---

[29] See October 15, 2024 Video Time Cite at 1:45:45 – 1:46:15.

Credibility:

The Court FINDS Luba's testimony generally credible in that she agreed as to the fundamental facts of the case. However, the Court does NOT FIND CREDIBLE Luba's testimony she did not intend to withhold the child from Enrique on March 15, 2023 to prevent him from taking the child on vacation to Mexico. In particular, the Court FINDS, three (3) months later, Luba took the child and her family on a vacation also to Mexico and during Enrique's ordered Father's Day visitation. Similarly, the Court does NOT FIND CREDIBLE Luba's testimony related to moving the child's March 21, 2023 dental appointment.

Enrique (Enrique) Velasquez-Gonzalez

Enrique is [redacted] father and Luba's ex-husband. Enrique is married to Jennifer, and they have one (1) child together, [redacted] age four (4). Enrique testified he does not allow the child to call Jennifer "Mom". Enrique testified the March 15, 2023 vacation to Nueva Leon, Mexico was for [redacted] to visit her paternal grandparents, who live there.

Enrique testified he brought a motion to modify custody because Luba withheld the child from him and tries to block vacations. Enrique testified modifying custody is in the child's best interest because Luba will not follow even one (1) line of the Decree, does not co-parent, and does not provide for the child's care as well as him. Enrique testified it is in the child's best interest to spend three (3) consecutive weeks in his care and (1) week in Luba's care because this schedule will provide the child with stability, better grooming, and better alimentation. Enrique testified Jennifer tells him the child is not well groomed at school, meaning her hair is not brushed and she wears clothes that do not fit. Enrique also testified he provides the child with a master bedroom and her own bathroom so she can be well-rested at his home. Enrique testified Luba makes appointments for the child that interfere with the child's school time even over his

requests to do otherwise.

Enrique testified Luba withholds the child and does not let him travel with her, including going to Oaxaca, Mexico in 2021 and Cancun, Mexico in Summer 2022 and in 2023. Enrique denied being kidnapped from his family home, that his uncle was murdered, and that he and Luba were robbed while driving across Mexico while they were dating. Enrique testified Luba loves going to Mexico and took the child there right after Enrique returned from his vacation or, in June 2023.

Enrique testified co-parenting with Luba means following her rules including rules she adds in addition to orders contained in the Decree. Enrique testified he turns the child over to Luba even if she does not provide him with a full itinerary for her vacations. Enrique testified he does not feel Luba treats him like an equal parent. Enrique testified he wants Luba to have a role in the child's life but he cannot trust Luba at all.

Enrique testified he tries to minimize his conflict with Luba because she brings him to Court constantly on false allegations. Enrique denied blocking Luba on his cell phone but conceded he lets her calls go to voicemail because they are ordered to communicate by the Talking Parents communication application.

Enrique testified he believes Luba abuses and neglects the child. Enrique testified he does not agree with CPS failing to substantiate his allegations Luba abused or neglected the when he claimed the child had a third degree burn on her finger. Enrique testified CPS said he was lying.[30]

//

---

[30] See Exhibit 1 at p. 32.

Enrique testified to his opinion Luba neglects the child's health but conceded he lacked specific proof. Enrique testified the child suffers from dry skin, rashes, boogers, and red eyes due to Luba's refusal to treat her allergies. Enrique testified he wanted Luba to take the child to an allergist but Luba would not cooperate. Enrique testified he cannot take the child himself because Luba refuses to give him the insurance information from her husband's policy. Enrique testified he had the child's insurance card but Luba refused to give him her husband's social security number for two (2) years so he could make an appointment. Enrique later changed his testimony to state he received Phil's social security number on December 29, 2023 from his attorney. Despite the information, Enrique testified he had not made an appointment with an allergist since then because he was waiting for the instant litigation to come to an end. Enrique also testified he has not had time or done research on allergists as another reason he has not made an appointment for the child.

Enrique testified he does not attend the child's medical or dental appointments because Luba insists on being present for every appointment and lying about him, such as telling the doctor her husband has been in the child's life longer than Enrique, i.e., creating conflict during the appointments. Thus, Enrique testified he will not go in the same room with Luba.

Enrique testified he scheduled a March 21, 2023 dental appointment for the child and notified Luba via the Talking Parents application. Enrique testified Luba rescheduled the appointment to March 24, 2024 without asking him.

Credibility: The Court FINDS Enrique's testimony generally credible. As noted herein, Enrique and Luba substantially agreed on the fundamental facts of the case. The Court FINDS credible Enrique's testimony and evidence related to long-standing co-parenting issues with Luba and a general lack of co-parenting on her part to include withholding the child and placing

the child in the middle of parental conflict.

CONCLUSIONS OF LAW

MODIFICATION OF CUSTODY

In order to modify custody, a movant is required to set forth a substantial change of circumstances affecting the child's welfare and in the child's best interest.[31]

NRS 125C.001 states:

The Legislature declares that it is the policy of this State:

1. To ensure that minor children have frequent associations and a continuing relationship with both parents after the parents have ended their relationship, become separated or dissolved their marriage;

2. To encourage such parents to share the rights and responsibilities of child rearing; and

3. To establish that such parents have an equivalent duty to provide their minor children with necessary maintenance, health care, education and financial support. As used in this subsection, "equivalent" must not be construed to mean that both parents are responsible for providing the same amount of financial support to their children.

NRS 125C.0035(4) mandates trial courts shall consider statutory factors and set forth in writing its analysis. The factors and this Court's analysis are as follows:

a. The wishes of the child if the child is of sufficient age and capacity to form an intelligent preference as to his or her physical custody.

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.

The Court FINDS this factor is neutral.

b. Any nomination of a guardian for the child by a parent.

The Court FINDS nomination of a guardian is not relevant to these proceedings between two (2) parents not involving a third party.

---

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

The Court FINDS this factor does not apply to this case.

c. Which parent is more likely to allow the child to have frequent associations and a continuing relationship with the noncustodial parent.

The Court FINDS Luba has interfered with Enrique's vacations to visit his family in Mexico by withholding the child in March 2023, demanding daily video contact with the child while the child was to be in Enrique's custody in Mexico, and sending letters to the Air B&Bs at which Enrique was scheduled to stay to verify his reservations. The Court FINDS Luba's claim she had concerns about the child's safety in Mexico NOT CREDIBLE in light of Luba taking the child to Mexico on a scheduled vacation three (3) months later or, in June 2023. The Court FINDS Luba's showed awareness of her interference with Enrique's parent-child relationship though *only* in the context of on-going litigation.

The Court FINDS Luba did not dispute Enrique does not interfere with her vacation requests with the child even when she fails to provide him with a full itinerary. The Court further FINDS Luba withheld the child from Enrique on Father's Day, 2023, by scheduling her vacation to Mexico with her husband on his ordered holiday then refusing to accommodate Enrique's request for compensatory visitation.

The Court FINDS Luba provided one example of Enrique withholding the child from her for three (3) days in 2021 after he filed an emergency motion alleging she abused and neglected the child. The Court FINDS Luba grudgingly agreed Enrique returned the child to her as ordered. The Court further FINDS Luba did not allege Enrique withheld the child from her at any other time prior to order following the incident in 2021 related to his emergency motion concerning abuse and neglect of the child. The Court FINDS that, even though Enrique disagrees with the CPS findings regarding Luba's behavior, he obeys the Court custody orders.

Therefore, the Court FINDS Enrique is the parent more likely to allow the child to have frequent associations and a continuing relationship with Luba.

Accordingly, the Court FINDS this factor favors Enrique.

d. The level of conflict between the parents.

The Court FINDS Enrique testified he does not trust Luba at all and will not be in the same room with her because she constantly brings him back to court. The Court FINDS Luba has filed twenty-three (23) motions causing Enrique to litigate since the beginning of this case, which is an exceptionally high number of motions for any case within a six

(6) year period. [32] In the same period, the Court FINDS Enrique has filed seven (7) independent motions for specified relief.

The Court FINDS Luba conceded the child calls her husband "Dad" and she does not stop or correct the child. The Court FINDS Enrique does not allow the child to call his wife "Mom" out of respect for Luba's position as the child's mother.

The Court FINDS Enrique refuses to have communication with Luba outside of Talking Parents communication application to the extent he lets her telephone calls go to voicemail. This raises the concern that Enrique would not even speak to Luba in emergency circumstances, i.e., the court-ordered communication application is for *non-emergency* parent communication. The Court also FINDS it concerning Luba calls Enrique when there is no emergency demonstrating her unwillingness to abide by Court orders.

The Court FINDS Luba testified to her opinion Enrique refuses to have anything to do with her, to agree to anything she requests and refers to her as a liar. The Court FINDS the parties do not attend parent-teacher conferences or medical appointments together. The Court FINDS the high conflict between the parties is largely driven by Luba filing an extraordinarily high number of motions in this case resulting in this case being litigated without pause since the day Luba filed for divorce on August 20, 2018.

The Court FINDS the level of conflict between the parents is very high.

The Court FINDS this factor favors Enrique.

e. The ability of the parents to cooperate to meet the needs of the child.

The Court FINDS it is undisputed Luba not only schedules all of the child's medical and dental appointments, she also attends them either alone or with her husband, Phil. The Court FINDS Enrique's testimony CREDIBLE regarding Luba creating conflict in doctors' offices by alleging he abused her or saying Phil has been in the child's life longer than Enrique.

The Court FINDS that, to avoid conflict with Luba, Enrique avoids scheduling and attending the child's medical and dental appointments. As joint custodians, both parents have the right to attend the child's medical appointments. The Court FINDS Luba

---

[32] The dates Luba filed motions are as follows: 1. November 1, 2019; 2. December 19, 2019; 3. January 14, 2020; 4. February 20, 2020; 5. May 2, 2020; 6. July 2, 2020; 7. August 19, 2020; 8. August 19, 2020; 9. August 19, 2020; 10. October 9, 2020; 11. October 15, 2020; 12. November 16, 2020; 13. December 17, 2021 (duplicative filing); 14. February 9, 2022; 15. April 12, 2022; 16. May 18, 2022; 17. June 5, 2022; 18. June 23, 2022; 19. March 13, 2023; 20. April 27, 2023; 21. June 9, 2023; 22. July 5, 2023; and 23. August 22, 2024. These motions exclude motions related to attorney withdrawals and/or liens and ex parte motion for orders shortening time.

refused to acknowledge her role in the conflict, preferring to criticize Enrique for ceding the ground for the sake of peace.

Despite Enrique's refusal to attend appointments with Luba, Enrique testified he is frustrated Luba does not schedule appointments as he requests. For example, Enrique testified he asked Luba to schedule the child's dental appointment to occur outside of school hours and became upset she did not comply. Enrique also testified at the March 19, 2024 Day One of trial at great length regarding how the child needed to be seen by an allergist and how he could not schedule an appointment due to Luba refusing to give him Phil's social security number. The Court FINDS Enrique testified he had Phil's social security number as of December 30, 2023 and could have scheduled an appointment with an allergist of his choice. The Court FINDS Enrique's testimony he preferred to wait until this litigation was over to schedule an appointment for the child demonstrates he places an emphasis on his conflict with Luba over the needs of the child. Notwithstanding this issue, the Court FINDS that, when Enrique did schedule a March 21, 2023 dental appointment for the child during his custodial time, Luba unilaterally changed the appointment to her custodial timeshare without notifying Enrique. The Court does NOT FIND credible Luba's assertion she needed to change the dental appointment because, otherwise, Enrique would not have taken the child to the appointment.

Likewise, the Court FINDS Luba's refusal to schedule an appointment with an allergist until immediately after Enrique testified as to his great frustration over Luba's refusal to cooperate with him over the insurance issue for two (2) years demonstrates she places an emphasis on her conflict with Enrique over the needs of the child.

The Court FINDS 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.

Conversely, the Court FINDS Luba refuses to obey court orders she does not like such as turning the child over to Enrique for his properly noticed and scheduled vacation, and rescheduling dental appointments without consulting Enrique. The Court FINDS Luba failed to take responsibility for her actions in withholding the child by continuously claiming it was not her intent to prevent the child from going on vacation with Enrique on March 15, 2023 when she willfully and intentionally refused to exchange the child.

The Court FINDS the parties are entrenched in their conflict and often engage in a mutual refusal to cooperate. However, under the specific testimony and evidence presented to the Court, the Court FINDS this factor favors Enrique.

f. The mental and physical health of the parents.

The Court FINDS neither party alleged Enrique has physical or mental health issues.

The Court FINDS neither party alleged Luba has physical health issues.

The Court FINDS credible Luba's testimony she was diagnosed with anxiety for which she was treated with medication and talk therapy for two (2) years. The Court FINDS Luba is not taking prescribed medication to treat any mental illness at this time. The Court further FINDS Luba testified she is self-treating her anxiety at this time with self-help books and using the tools she learned in therapy. The Court FINDS Luba has struggled using the tools she learned in therapy to avoid making poor decisions, as evidenced by Luba's intentional decisions to violate orders by withholding the child from Enrique on March 15, 2023 and changing the child's March 21, 2023 dental appointment, both of which occurred after Luba terminated therapy. However, the Court FINDS Luba has not violated the orders since March 21, 2023 demonstrating she is capable of using her therapeutic skill set when she chooses or when the matter is pending litigation. The Court is cognizant that Luba has been under the threat of losing custody of the child during this time period.

The Court FINDS this factor favors Enrique.

g. The physical, developmental, and emotional needs of the child.

The Court FINDS no evidence or testimony was presented to demonstrate that [redacted] age eight (8), is anything but a normal, healthy child meeting her developmental milestones.

To be able to have help, parents must be able to build and maintain stable and healthy relationships with the people around them. The Court FINDS Enrique has the support of his wife, Jennifer, parents, siblings, and the child's school to assist him with the child. The Court FINDS Luba has the support of her husband, mother, sister, and the child's school with the child.

The Court FINDS it was undisputed that Luba has attended all of the child's medical and dental appointments by herself because Enrique refuses to be in the same room with Luba due to her creating conflict by insulting him to the doctors and bringing her husband. Consequently, the Court FINDS Enrique generally ceded responsibility for scheduling the child's medical and dental appointments to Luba. The Court FINDS that, when Enrique took the initiative to schedule the child's dental appointment on March 21, 2023, Luba unilaterally rescheduled it to her custodial time.

The Court FINDS Luba unilaterally enrolled the child in online counseling through the child's school to help the child deal with her anxiety created by Luba being at school at the same time as Jennifer. The Court FINDS it undisputed Enrique only objected to the child engaging in online counseling because he felt she would have no privacy to express her true feelings. The Court FINDS Luba enrolled the child in online counseling over his objection rather than even looking for an in-person provider for the child. The Court FINDS Luba's blanket statement that, the counseling is the child's best interest, unpersuasive in light of her failure to consider the issue of the child having privacy in her counseling, which was the only issue Enrique raised with her.

The Court FINDS this factor nominally favors Enrique.

h. The nature of the relationship of the child with each parent.

The Court FINDS it was undisputed the child is bonded with Enrique.

The Court FINDS it was undisputed the child is bonded with Luba.

The Court FINDS this factor is neutral.

i. The ability of the child to maintain a relationship with any sibling.

The Court FINDS the child has a half-sister, [redacted] (age 4), born to Enrique and his wife.

The Court FINDS the child has a step-sister, [redacted] (age 8), who is Phil's child. The Court FINDS [redacted] and [redacted] have grown up together, are in the same grade, and attend extracurricular and family events together. The Court FINDS it undisputed the children share the same weekly timeshare at Luba's home where they share a bedroom.

The Court FINDS there was no dispute the child is bonded with both of her siblings.

The Court FINDS this factor is neutral.

j. Any history of parental abuse or neglect of the child or any sibling of the child.

The Court FINDS no evidence was presented to the Court demonstrating either party engaged in abuse or neglect of a child despite Enrique's [prior] allegations to the contrary.

The Court FINDS this factor does not apply.

k. Whether either parent or any other person seeking physical custody has engaged in an act of domestic violence against the children, a parent of the children or any other person residing with the children.

The Court FINDS there is no evidence before the Court suggesting there is any history of domestic violence.

The Court FINDS this factor does not apply.

l. Whether either parent or any other person seeking physical custody of the child has committed an act of abduction against the child or any other child.

The Court FINDS Luba committed an act of abduction against the child pursuant to NRS

200.359(1) creating a rebuttable presumption that sole or joint physical custody or unsupervised contact with the child is not in the child's best interest.[33]

Luba's testimony and evidence in support of rebutting the presumption is addressed below.

ANALYSIS AND ORDERS

Modification of Custody

After the March 19, 2024 Day 1 Non-Jury Trial, the Court made a preliminary finding the NRS 125C.0035(7) rebuttable presumption was triggered.[34] The Court found Enrique met the relevant factors in NRS 125C.0035(7) regarding an act of withholding or abduction demonstrating by clear and convincing evidence Luba willfully detained the minor child on March 15, 2023.[35] However, the Court FINDS Luba demonstrated her ability to provide daily care for the child, provide for the child's physical and emotional needs, and provide the child

---

[33] Id. at 3:14:14 – 3:15:26. NRS 200.359(1) provides as follows:

> "Detention, concealment or removal of child from person having lawful custody or from jurisdiction of court and relocation of child by parent without written consent of other parent or court permission: Penalties; limitation on issuance of arrest warrant; restitution; exceptions.
>
> 1. A person having a limited right of custody to a child by operation of law or pursuant to an order, judgment or decree of any court, including a judgment or decree which grants another person rights to custody or visitation of the child, or any parent having no right of custody to the child, who:
>
> (a) In violation of an order, judgment or decree of any court willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child . . ."

[34] See Order after Hearing from March 19, 2024 at p.2, ll.4-10 (filed August 8, 2024). The Court NOTES the Order inaccurately refers to NRS 125C.0035(7) as "NRS 125(c)(7)" at p.2, ll.6.

[35] See March 19, 2024 Hearing Video Time Cite at 3:13:06 – 3:14:13.

with a safe home overcomes the presumption set forth in NRS125C.0035(7). Specifically, the Court FINDS that, Luba's withholding of the child for one (1) vacation period in March 2023 combined with credible evidence and testimony demonstrating her ability to provide daily care for the child, overcomes presumption Luba should not have sole or joint physical custody *and* supervised visitation only. The mandate set forth for violations of NRS 125C.0035(7) is particularly restrictive amounting to sole physical custody.[36] Notably, Enrique did move this Court for sole physical custody of the parties' child.

While Enrique cannot prevail on his request for Luba to have supervised contact only with the child, a visitation order which would be *required* pursuant to the NRS 125C.0035(7)[37] *mandate*, the Court FINDS Enrique nonetheless established a substantial change of circumstances affecting the child's welfare and in the child's best interest. Taking into account the evidence and testimony presented to it and the best interest factors set forth at NRS

---

[36] See e.g., Roe v. Roe, 139 Nev. Adv. Op. 21, 535 P.3d 274 (2023)(mandating findings supporting the restrictive sole physical custody order).

[37] NRS 125C.0035(7) states: A determination by the court after an evidentiary hearing and finding by clear and convincing evidence that either parent or any other person seeking physical custody has committed any act of abduction against the child or any other child creates a rebuttable presumption that sole or joint physical custody or unsupervised visitation of the child by the perpetrator of the abduction is not in the best interest of the child. If the parent or other person seeking physical custody does not rebut the presumption, the court shall not enter an order for sole or joint physical custody or unsupervised visitation of the child by the perpetrator and the court shall set forth:

(a) Findings of fact that support the determination that one or more acts of abduction occurred; and

(b) Findings that the custody or visitation arrangement ordered by the court adequately protects the child and the parent or other person from whom the child was abducted.

125C.0035(4), the Court FINDS it in the child's best interest to grant Enrique's request for primary physical custody. The Court places particular emphasis on Luba's actions which prevented Enrique from having frequent associations with the child, Luba's demonstrated unwillingness to co-parent with Enrique, her near constant actions leading to increased conflict and litigation in this matter and her demonstrated inability to meet the needs of the child by valuing conflict with Enrique over the child's best interests. Accordingly, the Court FINDS it in the child's best interest to GRANT Enrique's request for modification of custody to PRIMARY PHYSICAL CUSTODY.

Timeshare

The Court FINDS Enrique requested modification of the parties' timeshare to him being awarded three (3) consecutive weeks of custody with one (1) week to Luba. The Court FINDS is not persuaded (3) consecutive weeks of visitation with Enrique is in the best interest of the child in light of her established sibling relationships and stability in each household. The Court places value on the child's undisputed close bond with her sister, [redacted] in Luba's home.

Accordingly, the Court ORDERS Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend. The parties' prior holiday/vacation timeshare SHALL remain status quo.

Child Support

The Court FINDS Luba's most recent Financial Disclosure Form (FDF) was filed March 14, 2024 wherein she indicated she was employed by Aria Casino as a cocktail server earning

$1,904.44 per month including tip income.[38] In support of her FDF, Luba included a March 3, 2024 paystub listing $4,699.86 year to date income. March 3, 2024 is eleven (11) weeks into 2024. Accordingly, the Court FINDS 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).

Therefore, Luba's monthly child support obligation is $301.00, effective JANUARY 1, 2025 and due on the first of each month thereafter.

Dependent Tax Credit

As the primary physical custodian, Enrique SHALL be solely entitled to claim the party's minor child each and every tax year commencing 2025.

Request for Prosecution for Parental Abduction

The Court DENIES Enrique's request for referral for prosecution for parental abduction.

Attorney Fees and Costs

The Court DENIES Luba's request for award for attorney fees and costs.

The Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney

---

[38] See Luba's Financial Disclosure Form (filed March 14, 2024).

fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

ORDER TO SHOW CAUSE

Count 1

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.9, Article 9.3 (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties' custodial schedule is described with sufficient particularity per NRS 125C.010. The parties agree that custodial [sic] shall take place as follows: The parties shall exercise a week on, week off scheduled [sic] with Husband having custody of the minor children every other week from Wednesday morning at 9:00 a.m. when school commences until the following Wednesday at 9:00 a.m., except when superseded by holiday, vacation or other special custody times, as more fully set forth below. The sending parent shall deliver the child to school on Wednesday, and the receiving parent shall pick the child up from school at the conclusion of the school day that say day, on Wednesday.
>
> Except where superseded by holiday, vacation, or other special holiday custody times, as more fully set forth below, in the event that there is no school on a Wednesday, the custody time shall be at 9:00 am at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] This shall also be the exchange point whenever a custody exchange is to be made somewhere someplace other than the child's school. When a custody exchange is made at the Chevron gas station located at 10890 W. Charleston Blvd., [redacted] the parties agree that neither shall approach the other's vehicle except insofar as is necessary to facilitate the exchange safely. Neither party shall attempt to engage the other in conversation, but shall simply see that the child gets to the receiving parent's vehicle safely and leave."

THE COURT FINDS the order set forth in the December 8, 2021 Decree of Divorce at p.9, Exhibit 1, Article 9.3 was clear and unambiguous as required by Nevada law.[39]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of contempt as to the September 25, 2023 Order to Show Cause.

---

[39] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[40]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Decree of Divorce at p.9, Article 9.3; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba exchange the child on Wednesday, March 15, 2023 at 9:00 AM at the Chevron station as ordered. The Court FINDS Luba testified she was still in her attorney Ben Childs' office the morning of March 15, 2023 when she decided she would not exchange the child with Enrique for his scheduled visitation.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able to enjoy the March 15, 2023 vacation to Mexico because he was not able to take the child to visit his family as planned, and he spent the vacation preparing litigation documents related to the withholding.

The Court FINDS Enrique credibly established a need to hold Luba in contempt through his testimony Luba interfered with his scheduled vacations to Mexico in 2021 and 2022 by either refusing to produce the child or by demanding to have information Enrique could not reasonably provide.

//

---

[40] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Count 2

Enrique alleged Luba knowingly and willingly violated the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1, (Marital Settlement Agreement) (filed December 8, 2021):

> "The parties shall confer with each other on all important matters pertaining to the children's health, welfare, education, religious training and upbringing to arrive at a harmonious policy to promote the child's best interest, and not to promote the personal desires of either party.
>
> The parents shall confer with each other on all matters regarding the children's health care, including but not limited to medical, dental, orthodontic, surgical, optical, or psychological, and shall immediately inform the other parent of any health conditions of the children except in emergency situations when prior consultations are not possible."

THE COURT FINDS the order set forth in the Stipulated Decree of Divorce at Exhibit 1, p.8, Articles 9.1 was clear and unambiguous as required by Nevada law.[41]

THE COURT FURTHER FINDS Enrique presented clear and convincing evidence to this Court in support of a finding of criminal contempt as to the September 25, 2023 Order to Show Cause.

THE COURT FURTHER FINDS, pursuant to Nevada law, this Court has inherent power to enforce its orders and decrees through contempt proceedings pending appeal.[42]

THE COURT FURTHER FINDS, with respect to the September 25, 2023 Order to Show Cause, Luba has NOT shown adequate cause why she should NOT be held in contempt and FINDS LUBA IS IN CONTEMPT AND HAS WILLFULLY VIOLATED SPECIFIC AND CLEAR OBLIGATIONS SET FORTH in the Stipulated Decree of Divorce at Exhibit 1, p.8,

---

[41] See Cunningham v. Eighth Jud. Dist. Ct., 102 Nev. 551, 729 P.2d 1328 (1986).

[42] See Noble v. Noble, 86 Nev. 459, 470 P.2d 430 (1970) and Huneycutt v. Huneycutt, 94 Nev. 79, 575 P.2d 585 (1978).

Articles 9.1; to wit: the Court FINDS the testimony of the parties clearly and convincingly established Luba failed to consult with Enrique before changing the child's March 21, 2023 dental appointment to March 24, 2024.

The Court FINDS Enrique testified he scheduled the child's dental appointment to occur on March 21, 2023 and provided notice to Luba on Talking Parents application. The Court FINDS Luba testified she rescheduled the appointment from March 21, 2023 to March 24, 2023 without discussing the matter with Enrique. The Court FINDS Luba testified after she rescheduled the appointment, she notified Enrique of the change on Talking Parents, which she considers discussing it with him. The Court does NOT FIND CREDIBLE Luba's testimony she believes she is conferring with Enrique under the order if she moves the appointment first and notifies Enrique afterward.

The Court FINDS Enrique credibly established through his testimony he suffered harm in the form of not being able make appointments for the child because Luba changes them, causing conflict he seeks to avoid. The Court FINDS Enrique credibly established through his testimony the need for contempt due to Luba failing to confer with him so as to promote the child's best interest.

BASED ON THE FOREGOING, the Court ORDERS Luba SHALL pay $500 as for sanction of EACH violation of the September 23, 2023 Order to Show Cause – Counts 1 and 2 or, a total of $1,000 ($500 x 2 sustained counts of contempt = $1,000 total).

PURGE CLAUSE: In the event Luba strictly abides by the vacation orders and joint legal custody orders for a period of twelve (12) months, the Court SHALL PURGE the financial sanctions.

//

ORDERS

NOW THEREFORE, based on upon the foregoing *Findings of Fact and Conclusions of Law* and, good cause appearing:

IT IS HEREBY ORDERED that the parties shall continue to share JOINT LEGAL CUSTODY of the minor child.

IT IS FURTHER ORDERED that Enrique's request to modify custody is GRANTED and Enrique SHALL have PRIMARY PHYSICAL CUSTODY of the parties' minor child.

IT IS FURTHER ORDERED that Luba shall have specified visitation with the minor child from each FRIDAY after school or, 3PM if there is no school, until Mondays to school or, 9AM if there is no school every weekend EXCEPT the THIRD WEEKEND OF EACH MONTH which shall be Enrique's specified weekend.

IT IS FURTHER ORDERED that the parties' prior holiday/vacation timeshare SHALL remain status quo.

IT IS FURTHER ORDERED that Luba SHALL pay $301.00 per month child support, effective JANUARY 1, 2025 and due on the first of each month thereafter.

IT IS FURTHER ORDERED that Enrique SHALL be solely entitled to claim the minor child for federal tax purposes each year commencing 2025.

IT IS FURTHER ORDERED that Enrique's request for this matter to be referred for prosecution for parental abduction is DENIED.

IT IS FURTHER ORDERED that the Court *preliminarily* GRANTS Enrique's request for award for attorney fees and costs. Enrique SHALL file and serve a Memorandum of Fees and Costs, to include redacted attorney-client invoices and Brunzell and Wilfong analyses not later than JANUARY 16, 2025. Luba shall have the time allotted from date of service to file and

serve an Objection. The Court will not consider any new requests for relief in either pleading nor will it entertain a reply. The failure to timely file and serve the Memorandum of Fees and Costs SHALL be deemed a WAIVER of the request for award for attorney fees and costs. Decision on award for attorney fees and costs shall be scheduled for FEBRUARY 19, 2025 (Chambers/NO appearances).

IT IS FURTHER ORDERED that Enrique clearly and convincingly established evidence in support of Counts 1 and 2 of the September 25, 2023 Order to Show Cause re: contempt.

IT IS FURTHER ORDERED that Luba SHALL as for financial sanction for the September 25, 2023 Order to Show Cause, Luba shall pay $500 per count or, a total of $1,000. **PURGE CLAUSE**: In the event 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.

IT IS FURTHER ORDERED that, all other orders not addressed herein SHALL remain status quo.

MANDATORY STATUTORY NOTICES

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(6):

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY AS PROVIDED IN NRS 193.130. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or removes the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this court, or removes the child from the jurisdiction of the court without the consent of either the court or all persons who have the right to custody or visitation is subject to being punished for a category D felony as provided in NRS 193.130.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.0045(7)(8):

The terms of the Hague Convention of October 25, 1980, adopted by the 14th Session of the Hague Conference on Private International Law, apply if a parent abducts or wrongfully retains a child in a foreign country as follows:

If a parent of the child lives in a foreign country or has significant commitments in a foreign country:

(a) The parties may agree, and the court shall include in the order for custody of the child, that the United States is the country of habitual residence of the child for the purposes of applying the terms of the Hague Convention as set forth in subsection 7.

(b) Upon motion of one of the parties, the court may order the parent to post a bond if the court determines that the parent poses an imminent risk of wrongfully removing or concealing the child outside the country of habitual residence. The bond must be in an amount determined by the court and may be used only to pay for the cost of locating the child and returning the child to his or her habitual residence if the child is wrongfully removed from or concealed outside the country of habitual residence. The fact that a parent has significant commitments in a foreign country does not create a presumption that the parent poses an imminent risk of wrongfully removing or concealing the child.

NOTICE IS HEREBY GIVEN that the parties are subject to the relocation requirements of NRS 125C.006 & NRS 125C.0065. If joint or primary physical custody has been established pursuant to an order, judgment or decree of a court and one parent intends to relocate his or her residence to a place outside of this State or to a place within this State that is at such a distance that would substantially impair the ability of the other parent to maintain a meaningful relationship with the child, and the relocating parent desires to take the child with him or her, the relocating parent shall, before relocating: (a) attempt to obtain the written consent of the non-relocating parent to relocate with the child; and (b) if the non-relocating parent refuses to give that consent, petition the court for permission to move and/or for primary physical custody for the purpose of relocating. A parent who desires to relocate with a child has the burden of proving that relocating with the child is in the best interest of the child. The court may award reasonable attorney's fees and costs to the relocating parent if the court finds that the non-relocating parent refused to consent to the relocating parent's relocation with the child without having reasonable grounds for such refusal, or for the purpose of harassing the relocating parent. A parent who relocates with a child pursuant to this section without the written consent of the other parent or the permission of the court is subject to the provisions of NRS 200.359.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125C.010(1)(b), for purposes of visitation rights of a child, the State of Nevada or the state where the child resides within the United States of America is the habitual residence of the child.

NOTICE IS HEREBY GIVEN that the parent having the child support obligation is subject to NAC 425.025 and NRS 31A.010 through 31A.350, inclusive, regarding the immediate withholding or assignment of wages, commissions or bonuses for payment of child support, whether current or delinquent.

NOTICE IS HEREBY GIVEN that pursuant to NRS 125B.145 and NAC 425.170, either party may request that the Court review the child support obligation every three years or upon changed circumstances.

NOTICE IS HEREBY GIVEN that pursuant to NAC 425.165 and NRS 425.620, if the order pertains to more than one child and does not allocate a specific amount of the total child support obligation to each child, and if you want to adjust the amount of child support established in this order, you MUST file a motion to modify the order with or submit a stipulation to the court. If a motion to modify the order is not filed or a stipulation is not submitted, the child support obligation established in this order will continue until such time as all children who are the subject of this order reach 18 years of age or, if the youngest child who is subject to this order is still in high school when he or she reaches 18 years of age, when the child graduates from high school or reaches 19 years of age, whichever comes first. Unless the parties agree otherwise in a stipulation, any modification made pursuant to a motion to modify the order will be effective as of the date the motion was filed.

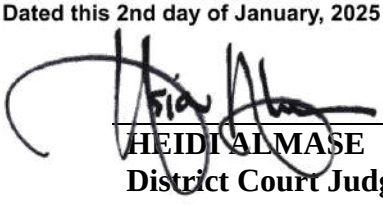
NOTICE IS HEREBY GIVEN that each party shall submit the information required in NRS 125B.055, NRS 125.130, and 125.230 on a separate form to the Court and the Welfare Division of the Department of Human Resources within ten days from the date this Decree is filed. Such information shall be maintained by the Clerk in a confidential manner and not part of the public record. The parties shall update the information filed with the Court and the Welfare Division of the Department of Human Resources within ten days should any of that information become inaccurate.

NOTICE IS HEREBY GIVEN that you have an affirmative duty to update any changes in your personal information by filing a Notice of Change of Address form, which can be found at the following link: https://www.familylawselfhelpcenter.org/images/forms/misc/address-change-pdf-fillable.pdf

APPEAL NOTICE

The parties are noticed s/he has thirty (30) days from Notice of Entry of this Order to file any appeal with the Nevada Supreme Court. See NRAP 4(a)(1). The time to file a Notice of Appeal may not be extended by stipulation. Certain motions filed in this Court may impact the timing of a Notice of Appeal. See NRAP 4(a)(4)(A) – (D).

Dated this 2nd day of January, 2025



HEIDI ALMASE
District Court Judge

409 EFB E3AF A44D
Heidi Almase
District Court Judge

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

Luba Gonzalez, 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 Findings of Fact, Conclusions of Law and Judgment 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: 1/2/2025

[redacted]

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 1/3/2025

John Muije

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