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LUBA DACE
[redacted]
Las Vegas NV, 89178
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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

LUBA DACE, Plaintiff, v. MELVIN GRIMES, BEN CHILDS, LAW OFFICE OF BENJAMIN B. CHILDS, ROBERTS STOFFEL FAMILY LAW GROUP, Defendants.	Case No.: A-25-922833-C Dept. No.: 29 **PLAINTIFF'S OBJECTION TO NEW ARGUMENTS AND EVIDENCE RAISED FOR FIRST TIME IN DEFENDANT GRIMES' REPLY**

Plaintiff Luba Dace, in proper person, respectfully submits this objection to preserve the record and request appropriate relief.

I. INTRODUCTION

Defendant Grimes' Reply in support of his Anti-SLAPP and Rule 12(b)(5) motions raises arguments and introduces new material not contained in his moving papers. Nevada procedure does not permit new arguments or new evidence to be raised for the first time in reply, which deprives the non-moving party of a fair opportunity to respond. See *Francis v. Wynn*

Case Number: A-25-922833-C

Las Vegas, LLC, 127 Nev. 657, 671 (2011). Courts in this District likewise require leave of court for supplemental briefing and disfavor new theories raised for the first time in reply. See EDCR 2.20(e); EDCR 5.502; NRCP 7(b)(1).

MEMORANDUM OF POINTS AND AUTHORITIES

II. NEW MATTERS IMPROPERLY RAISED IN REPLY

1. Enrique's sworn testimony confirms Grimes acknowledged a stipulation.

At the March 19, 2024 hearing, Enrique testified that his lawyer, Mr. Grimes, admitted there was an agreement and that one term was Enrique purchasing a CBX pass. When asked, "your lawyer admitted that there was an agreement … you buy a CBX pass, right?", Enrique answered, "Correct." (Ex. V: Mar. 19, 2024 Tr., attached excerpt). This sworn acknowledgment squarely contradicts Grimes's reply assertion that no stipulation existed. Pinpoint: Mar. 19, 2024 Transcript at p. 206 (Q: "your lawyer admitted that there was an agreement… part of that agreement was that you buy a CBX pass, right?"), and p. 207 (Q: "Did you or did you not buy the CBX pass?" A: "No.").

2. Criminal Abduction as "Pertinent":

In her Opposition, Plaintiff argued that allegations of "criminal abduction" under NRS 200.359 were not pertinent to a custody modification hearing noticed only for a Non-Jury Trial/Order to Show Cause. Defendant's Motion never addressed pertinence, relying solely on privilege and public concern. For the first time in Reply, Defendant Grimes expands on a new "pertinence" theory, claiming that NRS 200.359 allegations were integral to custody modification. That goes beyond rebuttal and improperly injects a new factual and legal theory. Allegations under NRS 200.359 could not have been pertinent, because the judicial calendar noticed

only a Joint Trial/Order to Show Cause. Due process requires notice of the issues to be heard, and no abduction proceeding—under NRS 200.359 or any other statute—was ever noticed or set, meaning the "abduction presumption" could not lawfully attach. Defendant Grimes also denies the stipulation, directly contradicting Defendant Childs's Reply, which labeled the March 2023 stipulation emails as "UNDISPUTED" and his client, Enrique's March 19, 202 testimony admitting there was a stipulation. This inconsistency between co-defendants underscores that the Reply raises new factual disputes rather than clarifications, depriving Plaintiff of a fair opportunity to respond without leave of court.

3. Custody Hearings as Sufficient Notice:

While Defendant may respond to arguments raised in Opposition, he may not advance new legal theories for the first time in Reply. Defendant's new contention—that a generic modification/OSC notice sufficed to place Plaintiff on notice of an "abduction presumption"—was not raised in the Motion, is not a permissible rebuttal, and should be disregarded.

4. Expanded Public Concern Theory:

The Motion framed "public concern" as interest in testimony; the Reply pivots to "custody litigation itself is a public concern," a new prong-one theory.

5. Intent-Based Criminalization:

The Reply newly asserts Plaintiff's conduct "amounted to criminal abduction" regardless of the absence of charges, injecting a new intent-based theory.

III. NEW ARGUMENTS ARE NOT "CLARIFICATIONS"

Nevada procedure distinguishes between permissible rebuttal and improper new matter in reply.

- **Permissible rebuttal** means addressing arguments actually raised in the opposition—for example, citing case law or record evidence directly refuting Plaintiff's contention that NRS 200.359 allegations were irrelevant.
- **Improper new argument** occurs when a movant introduces a new legal or factual theory not presented in the original motion—such as reframing the case around an abduction presumption or shifting to a new definition of public concern.

Here, Defendant Grimes's Reply crosses the line into improper new matter:

1. Plaintiff's Opposition argued that NRS 200.359 was not pertinent to a custody modification OSC. A proper rebuttal would have been to cite authority showing otherwise. Instead, Grimes introduced an entirely new theory—that a generic OSC notice itself sufficed to provide abduction notice.
2. The Reply further shifts ground by newly asserting that "custody litigation itself" is a matter of public concern, reframing prong one of the Anti-SLAPP analysis. This was absent from the Motion.
3. The Reply also advances an intent-based theory that Plaintiff's conduct "amounted to criminal abduction" regardless of charges—again, a new legal ground not briefed in the Motion.

These are not clarifications of issues already briefed. They are new theories, raised for the first time in Reply, which unfairly deprive Plaintiff of a fair opportunity to respond. As the Nevada Supreme Court has explained, "courts may decline to consider issues raised for the first time in a reply brief." *Francis v. Wynn Las Vegas, LLC*, 127 Nev. 657, 671 (2011). Allowing a movant to expand the grounds for dismissal at the reply stage would invert the orderly sequence

of Nevada motion practice—motion, opposition, reply—and effectively sandbag the non-movant. That is precisely why *Francis* and the local rules forbid consideration of reply-only arguments.

IV. LEGAL STANDARD

Nevada appellate precedent authorizes district courts to disregard reply-only content. *Francis v. Wynn Las Vegas, 127 Nev. at 671* (issues first raised in reply may be disregarded). The EDCR and NRCP reinforce orderly motion practice, requiring that moving papers contain the arguments and authorities on which the movant relies. See EDCR 2.20(e); EDCR 5.502; NRCP 7(b)(1).

V. ARGUMENT

A. The Court should strike or disregard new arguments and new evidence presented only in reply.

The new theories and materials identified above exceed permissible reply scope. Considering them would deprive Plaintiff of a fair opportunity to respond and would contravene *Francis* and the local rules. The Court should strike or disregard them.

B. Alternatively, the Court should grant narrowly tailored leave for a consolidated sur-reply.

If the Court elects to consider any reply-only matters, Plaintiff requests leave to file one consolidated sur-reply, not to exceed ten (10) pages, within three (3) judicial days of the Court's order, limited to addressing "pertinence," OSC-equals-notice, shifted public-concern, and intent-based criminalization theories.

VI. RESERVATION OF RIGHTS

Plaintiff reserves all substantive arguments on the merits—including that criminal abduction statutes were outside the noticed issues, beyond family court jurisdiction, and invoked with knowledge of falsity—for oral presentation at the September 23, 2025 hearing.

VII. RELIEF REQUESTED

Plaintiff respectfully requests that the Court enter an order as follows:

1. STRIKING or, in the alternative, DISREGARDING the new arguments and evidence raised for the first time in Defendant's reply; and

2. Alternatively, GRANTING Plaintiff leave to file a single consolidated sur-reply, up to ten (10) pages, limited to the discrete reply-only issues identified herein; and

3. Granting such other and further relief as the Court deems just and proper.

DATED: September 19, 2025.

Respectfully submitted,

/s/*Luba Dace*
LUBA DACE
Plaintiff, Pro Per
[redacted]

CERTIFICATE OF SERVICE

I certify that on the date indicated below I served a true and correct copy of the foregoing PLAINTIFF'S CONSOLIDATED OBJECTION AND MOTION TO STRIKE NEW ARGUMENTS AND EVIDENCE RAISED FOR THE FIRST TIME IN DEFENDANTS' REPLIES, OR IN THE ALTERNATIVE FOR LEAVE TO FILE A CONSOLIDATED SUR-REPLY via the Court's eFile & Serve system on all counsel of record.

DATED: September 20, 2025.

/s/*Luba Dace*
LUBA DACE
Plaintiff, Pro Per

EXHIBIT V

TRANS

FILED
JAN 16 2025
CLERK OF COURT

COPY

EIGHTH JUDICIAL DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

LUBA GONZALEZ, Plaintiff, vs. ENRIQUE IVAN VELAZQUEZ-GONZALEZ, Defendant.	CASE#: D-18-575860-D DEPT. X **SEALED**

BEFORE THE HONORABLE HEIDI ALMASE

TUESDAY, MARCH 19, 2024

TRANSCRIPT RE NON-JURY TRIAL

APPEARANCES

For the Plaintiff ALEX GHIBAUDO, ESQ.

For the Defendant MELVIN GRIMES, ESQ.

INDEX

WITNESSES FOR THE PLAINTIFF

BENJAMIN BOONE CHILDS

Direct Examination by Mr. Ghibaudo 30

Cross-Examination by Mr. Grimes 36

Redirect Examination by Mr. Ghibaudo 40

Recross Examination by Mr. Grimes 43

WITNESSES FOR THE DEFENDANT

EMMA MARIE MUTH

Direct Examination by Mr. Grimes 55

Cross-Examination by Mr. Ghibaudo 63

Redirect Examination by Mr. Grimes 78

GINA KAY THORNTON

Direct Examination by Mr. Grimes 80

Cross-Examination by Mr. Ghibaudo 87

Redirect Examination by Mr. Grimes 97

LUBA SNOW DACE

Direct Examination by Mr. Grimes 99

WITNESSES FOR THE DEFENDANT (Continued)

ENRIQUE VELAZQUEZ-GONZALEZ

Direct Examination by Mr. Grimes 154
Cross-Examination by Mr. Ghibaudo 162
Redirect Examination by Mr. Grimes 214

got together and decided that you're going to get a CBX pass, you're going to do this, that, and the other thing, right?

A Well, they talked about it.

Q Okay.

MR. GRIMES: I'm going to object. That misstates --

MR. GHIBAUDO: Well, hang on.

MR. GRIMES: -- what occurred on that conference call.

MR. GHIBAUDO: He just said that's what they talked about.

MR. GRIMES: You didn't say that's what we talked about. You said we agreed. That did not occur on that conference call.

MR. GHIBAUDO: I'm asking you did your lawyer talk to you about what happened. I'm sorry, Your Honor. Do you have a --

THE COURT: Go ahead.

BY MR. GHIBAUDO:

Q Did your lawyer talk to you about what you need to do to make Mexico trip happen?

A Yes, he did.

Q And you decided forget it, right?

A Forget it?

Q Yeah. You didn't decide to do it, right? Did you buy the CBX pass?

A Yes, I did not. No. I asked him to buy the CBX pass, but this is the thing. Like why I need to do all these other steps after the decree is already signed?

Q Because you agreed to it. How about that?

A I didn't agree. My lawyer did.
Q Oh.
A Tell me to -- this is the things that --
Q Your lawyer agreed.
A Look.
Q Wait, wait, wait. Stop. I want to hear you say that again.
A What?
Q Your lawyer agreed, right?
A My lawyer talked to the judge and Childs and they did it. He let me know. And they agreed for me to avoid more conflict. I told my lawyer, "You know what? If this is what I need to go with my kid, I will do it, but this is not going to be forever." What happened is she always try to stop my trips. It's not the first time. Like why she try to stop my trip? Why she keep trying to interfere between me and my kid and my plans? That's the question. Why I need to follow the decree and they won't and she doesn't. We have been in court for six years and this is the first time I've put in a motion to defend myself and my kid. Nothing else.
Q Okay. So your lawyer agreed to these terms. You saw them. And you said, uh-uh.
A I said if this is what I need to do to get my kid, let's do it.
Q Why didn't you get the CBX pass?
A Because she will put another wall that you get into.
Q So you didn't hold the agreement? So you blew off the agreement?

A I didn't know about the CBX because I didn't have my kid at 9:00 p.m.

Q You didn't know that you had to buy a CBX pass though?

A Yes. But I didn't buy the ticket because it's not in the decree to buy the tickets.

Q Okay. How do you know that you need to buy a CBX pass?

A What is that?

Q How did you know you had to buy a CBX pass?

A I have gone to Mexico before.

Q No. Why -- you're saying you had to buy a CBX pass. You've never done that before, right?

A Yes.

Q You did?

A It's how I travel all the time.

Q So you did it all the time before?

A Yes.

Q Why didn't you do it this time?

A I buy it in a kiosk in there. Like you buy the ticket in there. When you get there, you park, you find a parking, then you go to the kiosk and buy it.

Q Did you do that today or did you do that on that trip or not?

A I was in Vegas. The CBX is in Tijuana. It's in San Diego.

Q Okay. But I don't understand. This is the -- your lawyer admitted that there was an agreement. Part of that agreement was that you buy a CBX pass, right?

A Correct.
Q But you just said you don't remember. But okay, correct, right?
A Okay.
Q Okay. You -- then I asked you, why didn't you buy the CBX pass, and you said, tell me if I'm wrong because I'm not going to do everything that she wants, right?
A No. I didn't say that.
Q You didn't say that?
A She's going to put another wall --
MR. GHIBAUDO: Did he say that or not?
MR. GRIMES: No.
BY MR. GHIBAUDO:
Q You didn't say that?
MR. GHIBAUDO: Am I wrong, Your Honor?
THE COURT: Folks, you guys aren't going to talk to each other. If you've got an objection, make an objection. If you've got a question, ask a question.
MR. GHIBAUDO: Okay.
BY MR. GHIBAUDO:
Q Did you or did you not buy the CBX pass?
A No.
Q You did not? Okay. Okay. Let's leave it at that. All right. And because you're not going to do what she says, right?
MR. GRIMES: Objection. Argumentative.