

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

DAILYPAY, INC., et al.,

Appellants,

v.

FRANCISCO V. AGUILAR, et al.,

Respondents.

No. 88557

Electronically Filed  
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DOCKETING Elizabeth A. Brown  
CIVIL APPEALS Clerk of Supreme Court

## GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

## WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District First Department II

County Carson City Judge Senior Judge William A. Maddox

District Ct. Case No. 24-OC-000181B c/w 24 OC 000211B, 24 OC 000231B, 24 OC000291B

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

Attorney Todd L. Bice Telephone 702.214.2100

Firm Pisanelli Bice PLLC

Address 400 South 7th Street, Suite 300  
Las Vegas, Nevada 89101

Client(s) Nevadans for Financial Choice and Christina Bauer

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Bradley S. Schrager and Daniel Bravo Telephone 702.996.1724

Firm BRAVO SCHRAGER LLP

Address 6675 South Tenaya Way, Suite 200  
Las Vegas, Nevada 89113

Client(s) Kate Feldman and Stop Predatory Lending NV

Attorney Laena St. Jules Telephone 775.684.1265

Firm Attorney General's Office

Address 100 N. Carson Street  
Carson City, Nevada 89701

Client(s) Francisco V. Aguilar

(List additional counsel on separate sheet if necessary)

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

- |  |   |
|--|---|
| <input type="checkbox"/> Judgment after bench trial                    | <input type="checkbox"/> Dismissal:                                     |
| <input type="checkbox"/> Judgment after jury verdict                   | <input type="checkbox"/> Lack of jurisdiction                           |
| <input type="checkbox"/> Summary judgment                              | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                              | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief             | <input type="checkbox"/> Other (specify): _____                         |
| <input checked="" type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:                                |
| <input checked="" type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination                | <input type="checkbox"/> Other disposition (specify): _____             |

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

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

Feldman, et al. v. Aguilar, et al., No. 88526

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

N/A

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

This action involved a pre-election challenge to Petition S-03-2024, a proposed ballot initiative seeking to cap interest rates for a variety of financial transactions. Appellants Christina Bauer and Nevadans for Financial Choice (along with other appellants represented by different counsel) brought a single-subject, description-of-effect, and full-text challenge to the Petition. The district court concluded that the Petition satisfied the single-subject, description-of-effect, and full-text requirements and denied Appellants' request for injunctive and declaratory relief.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

- (1) Did the district court err when it concluded that the Petition did not violate the single-subject rule?
- (2) Did the district court err when it concluded the Petition's description of effect complied with Nevada law?
- (3) Did the district court err when it concluded the Petition complied with Nevada's constitutional full-text requirement?

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

The appeal in Docket 88526 addresses Petition S-01-2024, the companion petition to the S-03-2024. The Petition's are virtually identical absent wage-garnishment provisions that are not included in S-03-2024.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☒ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☒ A ballot question

If so, explain: This ballot question involves issues of first impression and public policy arising out of the interpretation of Nevada's constitutional full-text requirement as well as the interpretation and application of the single-subject rule and description-of-effect requirement.

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively retained by the Supreme Court under NRAP 17(a)(2) because it involves a ballot question. It is also retained by the Supreme Court under NRAP 17(a)(11)-(12) as it raises an issue of statewide public importance and first impression involving the Nevada Constitution.

**14. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? N/A

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?  
No.

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** April 15, 2024

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

N/A

**17. Date written notice of entry of judgment or order was served** April 16, 2024

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**19. Date notice of appeal filed** April 30, 2024

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

- DailyPay, Inc.: April 23, 2024
- Activehours, Inc., and Stacy Press: May 2, 2024
- Preferred Capital Funding-Nevada, LLC and Alliance for Responsible Consumer Legal Funding: May 10, 2024

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

NRAP 4(a).

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**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

- |   |                                       |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205   |
| <input type="checkbox"/> NRAP 3A(b)(2)            | <input type="checkbox"/> NRS 233B.150 |
| <input checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order:  
The order appealed from is either a final judgment or an order denying injunctive relief.



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

(a) Parties:

Plaintiffs: Nevadans for Financial Choice; Christina Bauer; Activehours, Inc.; Alliance for Responsible Consumer Legal Funding; Preferred Capital Funding-Nevada, LLC; DailyPay, Inc.; Stacy Press;

Defendants: Kate Feldman, Stop Predatory Lending NG, Francisco V. Aguilar

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

N/A.

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

Appellants sued Respondents seeking injunctive and declaratory relief enjoining the Secretary of State from placing S-03-2024 on the ballot. Appellants raised single-subject rule violations, description-of-effect violations, and full-text violations. The district court denied Appellants claims in an order filed April 15, 2024.

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

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

N/A.

(b) Specify the parties remaining below:  
N/A.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

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

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

The order is independently appealable under NRAP 3A(b)(1) or NRAP 3A(b)(3).

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

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

Nevadans for Financial Choice et al.  
Name of appellant

Todd L. Bice  
Name of counsel of record

June 3, 2024  
Date

/s/ Todd L. Bice  
Signature of counsel of record

Nevada, Clark County  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 3rd day of June, 2024, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Bradley S. Schrager, Esq.  
Daniel Bravo, Esq.  
Laena St. Jules, Esq.  
J. Malcolm DeVoy, Esq.  
Matthew Morris, Esq.  
Joshua H. Reisman, Esq.  
Elizabeth M. Sorokac, Esq.  
Michael R. Kalish, Esq.  
Severin A. Carlson, Esq.  
Sihomara L. Graves, Esq.

Dated this 3rd day of June, 2024

/s/ Kimberly Peets  
Signature

ATTACHMENT TO CERTIFICATE OF SERVICE

1. Bradley S. Schrager, Esq.  
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# **EXHIBIT 1**

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*Attorneys for Plaintiffs*

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR CARSON CITY**

NEVADANS FOR FINANCIAL CHOICE, a  
Nevada Political Action Committee, and  
CHRISTINA BAUER, an Individual,

Plaintiffs,

v.

KATE FELDMAN, an individual, STOP  
PREDATORY LENDING NV, a Nevada  
Nonprofit Corp., and FRANCISCO  
AGUILAR, in his official capacity as Nevada  
Secretary of State,

Defendants.

REC'D & FILED  
2024 FEB 14 PM 12:22  
WILLIAM SCOTT HOEN  
CLERK  
D. ORTIZ  
DEPUTY

Case No.: 240C000181B

Dept. No.: II

**FIRST AMENDED COMPLAINT FOR  
DECLARATORY AND INJUNCTIVE  
RELIEF CONCERNING STATEWIDE  
BALLOT INITIATIVES – S-01-2024 AND  
S-03-2024**

**(Priority Matter Under NRS 295.061)**

**Arbitration Exemption: Declaratory and  
Injunctive Relief**

Plaintiffs Nevadans For Financial Choice, PAC and Christina Bauer file this First Amended Complaint for declaratory and injunctive relief against Defendants Kate Feldman, Stop Predatory Lending NV, and Francisco Aguilar, in his official capacity as the Nevada Secretary of State pursuant to NRS 295.009, 30.030 and 33.010. Plaintiffs allege as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction pursuant to NRS 295.061 as this is a challenge to two statewide ballot initiatives. Furthermore, the Court has jurisdiction to grant declaratory and injunctive relief under NRS 30.030 and 33.010.

2. Venue is proper under NRS 295.061(1) which specifies that challenges to ballot initiatives shall be filed in the First Judicial District Court.

**PARTIES**

3. Plaintiff Nevadans For Financial Choice is a Nevada Political Action Committee duly registered in the State of Nevada.

4. Plaintiff Christina Bauer is a registered voter and resident of the State of Nevada.

5. Defendant Kate Feldman is, upon information and belief, a resident of the State of Nevada and on January 5, 2024, filed with the Nevada Secretary of State a statewide ballot measure S-01-2024 which she deceptively characterized as "Preventing Predatory Payday and Other Loans Act" (the "First Initiative"). On January 24, 2024, Feldman filed a second initiative, S-03-2024 (the "Second Initiative") which is substantively identical to the First Initiative, except deleting the First Initiative's Sections 17 and 18.

6. Defendant Stop Predatory Lending NV is, upon information and belief, a Nevada nonprofit corporation formed to support both the First Initiative and the Second Initiative.

7. Defendant Francisco Aguilar is the Nevada Secretary of State and is named in his official capacity. As the Secretary, Mr. Aguilar is responsible for the execution and enforcement of Nevada's election laws. His duties include qualifying initiatives for submission to the Nevada Legislature and to disqualify those that are invalid under Nevada law.

**COMMON FACTUAL ALLEGATIONS**

**A. The First Initiative.**

8. On January 5, 2024, Defendant Feldman filed the Initiative S-01-2024 with the Nevada Secretary of State. A true and correct copy of the Notice of Intent to Circulate Statewide Initiative associated with S-01-2024 is attached hereto as Exhibit 1.

9. The First Initiative seeks to add a new Chapter 604D to the Nevada Revised Statutes amending a multitude of existing statutory chapters.

10. While the First Initiative purports to be focused upon what it characterizes as "payday loans," in actuality its sweeping breadth covers a wide range of financial transactions. Indeed, the First Initiative's Section 8 lists nearly ten different distinct categories of financial transactions with a final catch-all provision declaring that it also applies to any "loans made by a

1 bank, savings bank, savings and loan association, or credit union organized, chartered, or holding  
2 a certificate of authorization to do business under the laws of this State."

3 11. Without ever using the term, what the First Initiative really seeks to impose is a  
4 "usury" law – contrary to existing Nevada law – on wholly distinct and different financial  
5 transactions. On top of that, it purports to have Nevada opt out of the "Depository Institutions  
6 Deregulation and Monetary Control Act of 1980."

7 12. Then, in Section 15, the First Initiative creates an exemption until January 1, 2030,  
8 for "entities licensed under the laws of this State to provide earn wage access services, as defined  
9 in Senate Bill No. 290 of the 82nd Regular Session of the Nevada Legislature (2023) . . . ."

10 13. Of course, none of these discreet subjects is disclosed anywhere in the  
11 First Initiative's statutory-mandated description of effect.

12 14. Rather, the very first paragraph of the First Initiative misleads Nevada citizens,  
13 declaring:

14 Section 2. *Liberal Construction.* The provisions of this Chapter shall be liberally  
15 construed to achieve its purpose, which are combating predatory payday lending  
16 and other high cost loans; ensuring that out-of-state lenders cannot flout Nevada  
17 law by making payday loans, other loans, or transactions subject to this chapter at  
unlawful rates on Nevada residents; and protecting law-abiding lenders from unfair  
competition by predatory, out-of-state entities.

18 15. In actuality, this assertion is deceptive. The First Initiative applies to virtually all  
19 types of loans and has nothing to do with protecting Nevada lenders from out-of-state entities or  
20 competition. This misleads the public by pretending that it is directed at what it characterizes as  
21 only certain "predatory payday" loans: - whatever that is supposed to mean – when in fact it is  
22 designed to apply to wide swaths and distinct forms of financial transactions throughout the State.

23 16. On top of that, the First Initiative's Section 17 would provide a wholesale change to  
24 NRS 21.105, which governs writs of execution and writs of garnishment in the State of Nevada.  
25 This distinct aspect of the First Initiative purports to eliminate a number of specific exemptions for  
26 these writ proceedings, and then proposes to increase the financial size of a singular exemption by  
27 more than ten times the existing level adopted by the Nevada Legislature.  
28



### DESCRIPTION OF EFFECT

This measure addresses high-interest lending practices by establishing maximum interest rates charged to consumers, and shields more of people's savings and earnings from garnishment than under current law.

Currently, most consumer loans have no interest rate cap. The proposed cap would set a maximum interest rate of 36% annually on the unpaid balance of the amount financed, and would apply to consumer loans; deferred-deposit transactions (payday loans"); title loans; and other loan types dependent on future earnings and income.

The initiative also prohibits evading the interest rate cap by structuring transactions to mask their nature as loans covered by this measure, or partnering with out-of-state lenders to violate the rate cap. The initiative voids transactions that violate the cap, and establishes civil penalties.

Additionally, the initiative automatically protects \$5,000 of savings in a personal bank account (up from \$400 now), and \$850 of wages in any workweek (up from \$369), as well as a portion of disposable earnings above that amount, from seizure for a debt. Those amounts would be indexed to increase periodically with inflation.

21. As the first sentence makes clear, the Initiative embraces more than one subject "by establishing maximum interest rates charged to consumers, **and** shields more of people's savings and earnings from garnishment than under current law." (Emphasis added.)

22. The Initiative's description is also deficient in that it fails to accurately describe for voters just what the Initiative would actually do if enacted. Tellingly, it omits many of its provisions, including its proposal for opting out of federal law.

1           **B.     The Second Initiative.**

2           23.     On January 24, 2024, Defendant Feldman filed the Initiative S-03-2024 with the  
3 Nevada Secretary of State (the "Second Initiative"). A true and correct copy of the Notice of Intent  
4 to Circulate Statewide Initiative associated with S-03-2024 is attached hereto as Exhibit 2.

5           24.     The Second Initiative is substantively identical to the First Initiative, except the  
6 First Initiative contains its proposed Section 17 and 18 dealing with writs of garnishment and writs  
7 of execution.

8           25.     It appears that the purpose of the Second Initiative is to erroneously lead the Court  
9 to believe that the Initiative's sponsors have eliminated the most blatant single-subject violation –  
10 Sections 17 and 18 – such that the Court would overlook all of the other defects in the Second  
11 Initiative.

12           26.     Yet, the Second Initiative continues to suffer from legal defects, include that it  
13 violates Nevada's single-subject requirement, proposing to amend and outright repeal a whole host  
14 of different statutory provisions while failing to give proper notice of those changes as Nevada law  
15 requires.

16           27.     Indeed, the description of effect for the Second Initiative continues to mislead voters  
17 and simply provides as follows:

18                               **DESCRIPTION OF EFFECT**

19           This measure addresses high-interest lending practices by establishing maximum  
20 interest rates charged to consumers.

21           Currently, most consumer loans have no interest rate cap. The proposed cap would  
22 set a maximum interest rate of 36% annually on the unpaid balance of the amount  
23 finances, and would apply to consumer loans; deferred-deposit transactions  
24 ("payday loans"); title loans; and other loan types dependent on future earnings and  
25 income.

24           The initiative also prohibits evading the interest rate cap by structuring transactions  
25 to mask their nature as loans covered by this measure, or partnering with out-of-state  
26 lenders to violate the rate cap. The initiative voids transactions that violate the cap,  
27 and establishes civil penalties.

26           28.     The description fails to disclose the actual effect of the Second Initiative and how it  
27 repeals a host of other Nevada statutes.  
28

**FIRST CAUSE OF ACTION**

**(NRS 295.009(1)(a) – First Initiative)**

29. Plaintiff incorporates the allegations of Paragraph 1 through 28 as though fully set forth herein.

30. Pursuant to NRS 295.009(1)(a), an initiative petition must embrace "but one subject and matters necessarily connected therewith and pertaining thereto." To satisfy this requirement, the parts of the proposed initiative must be "functionally related and germane to each other in a way that provides efficient notice of the general subject of, and the interest likely to be effected by, the proposed initiative or referendum." NRS 295.009(2).

31. The First Initiative violates Nevada's single-subject rule by incorporating more than one subject matter.

32. Accordingly, the First Initiative is invalid and must be stricken, with the Defendants enjoined from taking any further action upon it.

**SECOND CAUSE OF ACTION**

**(NRS 295.009(1)(b) – The First Initiative)**

33. Plaintiff incorporates the allegations of Paragraph 1 through 32 as though fully set forth herein.

34. NRS 295.009(1)(b) specifies that an initiative must "set forth, in no more than 200 words, a description of effect of the initiative or referendum if the initiative or referendum is approved by the voters." Nevada law precludes any description that is deceptive or misleading. Nevada law mandates that the description explain the ramifications of the purposed initiative so that voters can make an informed decision.

35. Beyond embracing more than one subject matter, the First Initiative's description is deficient because it is deceptive and misleading, and fails to inform voters of essential information regarding the Initiative's effects. It purports to impose a sweeping "usury" provision into Nevada law without ever so specifying. It furthermore deceptively tells voters that it concerns so-called "payday loans," when in fact the Initiative is much broader and includes a host of various and common financing arrangements.

### THIRD CAUSE OF ACTION

**(NRS 295.009(1)(a) – Second Initiative)**

38. Plaintiff incorporates the allegations in Paragraphs 1 through 37 as though fully set forth herein.

39. The Second Initiative violates Nevada's single subject rule by incorporating more than one subject matter.

40. Accordingly, the Second Initiative is invalid and must be stricken, with the Defendants enjoined from taking any further action upon it.

#### FOURTH CAUSE OF ACTION

**(NRS 295.009(1)(b) – Second Initiative)**

41. Plaintiff incorporates the allegations in Paragraphs 1 through 40 as though fully set forth herein.

42. NRS 295.009(1)(b) specifies that an initiative must "set forth, in no more than 200 words, a description of effect of the initiative or referendum if the initiative or referendum is approved by the voters." Nevada law precludes any description that is deceptive or misleading. Nevada law mandates that the description explain the ramifications of the proposed initiative so that voters can make an informed decision.

43. Beyond embracing more than one subject matter, the Second Initiative's description is deficient because it is deceptive and misleading, and fails to inform voters of essential information regarding the Initiative's effects. It purports to impose a sweeping "usury" provision into Nevada law without ever so specifying. It furthermore deceptively tells voters that it concerns so-called "payday loans," when in fact the Initiative is much broader and includes a host of various and common financing arrangements.

### FIFTH CAUSE OF ACTION

(Article 19, Section 3)

46. Plaintiff incorporates the allegations in Paragraphs 1 through 45 as though fully set forth herein.

47. Article 19, Section 3 of the Nevada Constitution mandates that "[e]ach referendum petition and initiative petition shall include *the full text* of the measure proposed." (Emphasis added.) This means that if the initiative seeks to repeal the effect of a statute, it must set out that statute and show how it will be repealed in detail. The full text must be set forth. Similarly, if an initiative proposes to add a statute, it must set forth the full text of what is to be added.

48. The Initiative's proponents have failed to comply with Article 19, Section 3 of the Nevada Constitution. Both Initiatives propose to amend a whole host of different existing Nevada statutes. For instance, in Section 8, Defendants purport to identify a host of different types of loan transactions to which the new proposed Chapter 604D would apply, but in doing so then proposes to repeal/modify other provisions of Nevada law but fails to set forth just what those provisions are.

49. For instance, in proposed Section 8(1) the Initiatives would override NRS 604A.220 without setting forth its actual terms. Similarly, in Section 8(8) both Initiatives would effectively repeal NRS 97.285 as well as "any other provision of law" because it provides that NRS Chapter 97 is the "exclusive" provisions governing retail installment transactions and it expressly provides that "the provisions of any other statute do not apply to retail installment transactions governed by this Chapter."

50. Similarly, the proposed Section 8(10) would purport to extend the reach of the proposed new Chapter 604D to banks and other institutions, overriding a host of statutory provisions – NRS 662.015, 672.370, 672.460, 672.710, 673.225, 673.3272, 677.730 – without ever



1 setting forth those terms so that voters can see the full magnitude of what these Initiatives propose  
2 to add and delete from the Nevada Revised Statutes.

3 51. Accordingly, both Initiatives are invalid and should be stricken, with the Defendants  
4 enjoined from taking any further action upon them.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for relief as follows:

7 1. A declaration that both Initiatives are invalid under NRS 295.009 by violating the  
8 single-subject rule;

9 2. A declaration that both Initiatives are invalid and do not comply with  
10 NRS 295.009(1)(b) because the description of effect is deficient;

11 3. A declaration that both Initiatives violate Article 19, Section 3 of the Nevada  
12 Constitution;

13 4. An injunction prohibiting the Secretary of State from taking further action on the  
14 Initiative;

15 5. An injunction prohibiting Defendants from circulating this defective petition for  
16 verification; and

17 6. Such further and additional relief that this Court deems appropriate.

18 **AFFIRMATION**

19 The undersigned does hereby affirm that this document does not contain the social security  
20 number of any person.

21 DATED this 14th day of February, 2024.

22 PISANELLI BICE PLLC

23 By: 

24 Todd L. Bice, Esq., #4534  
25 Jordan T. Smith, Esq., #12097  
26 Daniel R. Brady, Esq., #15508  
27 400 South 7th Street, Suite 300  
28 Las Vegas, Nevada 89101

*Attorneys for Plaintiffs*

# **EXHIBIT 1**

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Pursuant to NRS 295.015, before a petition for initiative or referendum may be presented to registered voters for signatures, the person who intends to circulate the petition must provide the following information:

**NAME OF PERSON FILING THE PETITION**

Kate Feldman

**NAME(S) OF PERSON(S) AUTHORIZED TO WITHDRAW OR AMEND THE PETITION (provide up to three)**

1. Kate Feldman

2.

3.

**NAME OF THE POLITICAL ACTION COMMITTEE (PAC) ADVOCATING FOR THE PASSAGE OF THE INITIATIVE OR REFERENDUM (if none, leave blank)**

Please note, if you are creating a Political Action Committee for the purpose of advocating for the passage of the initiative or referendum, you must complete a separate PAC registration form.

Additionally, a copy of the initiative or referendum, including the description of effect, must be filed with the Secretary of State's office at the time you submit this form.

X

*Kate Feldman*

Signature of Petition Filer

1/4/2024

Date



Explanation - Matter in *italics* is new; matter between brackets [omitted material] is material to be omitted.

**THE PEOPLE OF THE STATE OF NEVADA DO ENACT AS FOLLOWS**

**Section 1.** The Nevada Revised Statutes are hereby amended by adding thereto a new Chapter, to be designated Chapter 604D: Preventing Predatory Payday and Other Loans Act, to read as follows:

**Section 2. *Liberal construction.*** *The provisions of this chapter shall be liberally construed to achieve its purposes, which are combatting predatory payday lending and other high-cost loans; ensuring that out-of-state lenders cannot flout Nevada law by making payday loans, other loans, or transactions subject to this chapter at unlawful rates to Nevada residents; and protecting law-abiding lenders from unfair competition by predatory, out-of-state entities.*

**Section 3. *Definitions.*** *As used in this chapter, the words and terms defined in sections 4 to 6, inclusive, of this chapter have the meanings ascribed to them in those sections.*

**Section 4. *Annual percentage rate defined.*** *The term “Annual percentage rate” or APR means an annual rate calculated including all amounts, charges, and payments made directly or indirectly, incident to, ancillary to, or as a condition of a loan or other transaction subject to this chapter, whether voluntary, optional or required, including any amount paid to a broker or credit services organization. The APR shall include, but is not limited to, all interest, fees, charges and other payments as set forth in the regulations issued by the United States Secretary of Defense on July 22, 2015 to implement the Military Lending Act, 10 USC sec. 987, except that credit card fees may be excluded only if the card is network-branded and the fees collectively each year do not exceed 15% of the credit line. The annual percentage rate shall be calculated as specified in such regulations.*

**Section 5. *Loan defined.***

*1. For purposes of this chapter, “loan” means and includes:*

*(a) Money or credit provided to a consumer in exchange for the consumer’s agreement to a certain set of terms, including, but not limited to, provisions for direct or indirect repayment, interest, fees, charges or other payments, or other conditions;*

*(b) Any deferred deposit transaction or payday loan, installment loan, line of credit, retail installment sales contract, and motor vehicle retail installment sales contract, and other closed-end or open-end credit; and*

*(c) Any sale, assignment, order, or agreement for the payment of unpaid wages, salary, commissions, compensation, or other income, or any portion or amount thereof, whether earned, to be earned, or contingent upon future earnings, that is made in consideration for goods or services, credit, or the payment of money to or for the account of the person earning or receiving, or potentially earning or receiving, the wages, salary, commissions, compensation, or other income.*

*2. Any transaction that satisfies any definition in this section is a “loan” for purposes of this chapter without regard to the means of collection, without regard to whether the payday lender or other lender has legal recourse against the borrower in the event of non-repayment, and without regard to whether the transaction carries required charges or payments.*

**Section 6. Network-branded defined.** *“Network-branded” means branded with and available for use on the Visa, MasterCard, American Express or Discover networks or a similar widely-accepted card network that is accepted upon presentation for purchases of goods and services at multiple, unaffiliated merchants.*

**Section 7. Application of chapter.** *This chapter applies to any payday lender or other person that:*

*1. Markets, offers, brokers, arranges, facilitates, makes or services a loan as defined in Section 5 of this chapter or other transaction as defined in Section 8 of this chapter, including a credit service organization that obtains an extension of credit for a borrower;*

*2. Is a bank, savings bank, savings and loan association, or credit union organized, chartered or holding a certificate of authority to do business under the laws of this state, another state, or the United States. However, banks, savings banks, savings and loan associations, and credit unions organized, chartered or holding a certificate of authority to do business under the laws of another state or under the laws of the United States are exempt from this chapter only to the extent this chapter is preempted by federal law;*

*3. Is an agent of a person subject this chapter or of any affiliate, subsidiary or other entity that is related to, that controls, or that is controlled by a person subject to this chapter;*

- 4. Acquires a whole or partial interest in a loan or transaction subject to this chapter;*
- 5. Is deemed to be subject to this chapter under section 11 of this chapter or is engaged in a transaction that is in substance a disguised loan or other transaction subject to this chapter or is a device, subterfuge or pretense to evade this chapter.*
- 6. Markets, offers, brokers, arranges, facilitates, makes or services any transaction that is otherwise subject to this chapter and that is offered or made to a person residing in this state, whether the transaction is conducted in person, by telephone, via the Internet, or by any other means.*

**Section 8.** *Specific transactions subject to this chapter. Notwithstanding any other provision of law, transactions subject to this chapter shall include, but shall not be limited to, the following:*

- 1. Deferred deposit loans (also known as payday loans), as defined in NRS 604A.050. A deferred deposit loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*
- 2. High-interest loans, as defined in NRS 604A.0703. A high-interest loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*
- 3. Title loans, as defined in NRS 604A.105. A title loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*
- 4. Refund anticipation loans, as defined in NRS 604B.060.*
- 5. Consumer litigation funding transactions, as defined in NRS 604C.100. A consumer litigation funding transaction is subject to this chapter notwithstanding NRS 604C.220 or any other provision of law.*
- 7. Installment loans, as regulated by Chapter 675 of the Nevada Revised Statutes;*
- 8. Retail installment transactions, as defined in NRS 97.115. A retail installment transaction is subject to this chapter notwithstanding NRS 97.285 or any other provision of law;*
- 9. Loans secured by a life insurance or annuity contract, as regulated by NRS 688A.110; and*
- 10. Loans made by a bank, savings bank, savings and loan association, or credit union organized, chartered or holding a certificate of authority to do business*

*under the laws of this state. This chapter shall apply to loans made by those entities notwithstanding NRS 662.015, NRS 672.370, NRS 672.460, NRS 672.710, NRS 673.225, NRS 673.3272, NRS 677.730 or any other provision of law.*

**Section 9. Maximum interest rate permitted.** *For any loan or other transaction subject to this chapter made or renewed on or after the effective date of this chapter, no payday lender or other person shall market, offer, charge, contract for, collect or receive, directly or indirectly, charges or amounts exceeding a 36% annual percentage rate on the unpaid balance of the amount financed. This section shall apply notwithstanding any other provision of the laws of this state, including but not limited to any provision of NRS 604A.0703, NRS 604A.5029, NRS 604A.5052, or NRS 604A.5057 or any other law that refers to or allows an annual percentage rate that exceeds 36%.*

**Section 10. Prohibited acts to evade application of chapter.** *For any loan or other transaction subject to this chapter, no payday lender or other person shall engage in any device, subterfuge, or pretense to evade the requirements of this chapter, including, but not limited to:*

- 1. Making a loan or other transaction disguised as a personal property sale and leaseback transaction;*
- 2. Disguising proceeds of a loan or other transaction as a cash rebate for the pretextual sale of goods or services;*
- 3. Disguising a loan or other transaction as the sale of goods, services or things in action or disguising charges for a loan or other transaction in the price of goods, services or things in action;*
- 4. Making, contracting for, offering, assisting, or arranging for a borrower to obtain a loan or other transaction with a higher rate or amount of interest, consideration, charge or other payment received incident to the loan than is permitted by Section 9 of this chapter through any method including mail, telephone, internet or any electronic means, regardless of whether the person has a physical location in the state;*
- 5. Structuring the transaction in a manner to obscure the fact that it is a loan; or*
- 6. Charging, contracting for or receiving interest, fees, charges or other payments in excess of those permitted, regardless whether the payment purports to be voluntary.*

**Section 11. Application of chapter to agents and service providers of exempt entities.** *If the annual percentage rate of the loan or other transaction exceeds the rate permitted by Section 9*

*of this chapter, a person shall be subject to the requirements of this chapter notwithstanding the fact that the person purports to act as an agent or service provider or in another capacity for a person that is exempt from this chapter, if, among other things:*

- 1. The person holds, acquires, or maintains, directly or indirectly, the predominant economic interest, risk or reward, in the loan or transaction;*
- 2. The person (a) markets, solicits, brokers, arranges, facilitates or services loans or transactions and (b) holds, or has the right, requirement or first right of refusal to acquire, the loans, transactions, a share of receivables or another direct or indirect interest in the loans or loan program; or*
- 3. The totality of the circumstances indicate that the person is engaging in transactions subject to this chapter and that the transaction is structured to evade the requirements of this chapter. Circumstances that weigh in favor of a person being subject to this chapter include, without limitation, when the person:*
  - (a) indemnifies, insures or protects an exempt entity from costs or risks related to the loan or transaction;*
  - (b) predominantly designs, controls or operates the loan program or transaction;*
  - (c) holds the trademark or intellectual property rights in the brand, underwriting system, or other core aspects of the loan program or transaction; or*
  - (d) purports to act as an agent or service provider or in another capacity for an exempt entity while acting directly as a lender in other states.*

**Section 12.** *Prohibition against facilitation of payday loans or other transactions in violation of chapter.* *No person shall solicit, broker, or engage in any other activity intended to facilitate or result in, or that in fact facilitates or results in, a loan or transaction that violates this chapter.*

**Section 13.** *Remedies for payday loans or other transactions made in violation of this chapter.*

- 1. A loan or other transaction made in violation of this chapter shall be void and uncollectible as to any principal, fee, interest, charge or payment.*
- 2. An action for violation of this chapter may be brought in any court of competent jurisdiction.*
- 3. Any person who violates this chapter is liable to the borrower for:*



- (a) Actual and consequential damages;
- (b) Restitution of any amounts paid;
- (c) Treble the amount of any excess fee, interest, charge, or payment;
- (d) Statutory damages, at an amount that the court considers just, of at least \$250 and no more than \$1,000 per violation;
- (e) Injunctive or declaratory relief;
- (f) Reasonable attorney's fees and costs; and
- (g) Any other legal or equitable relief that the court deems appropriate in addition to any other remedies provided at law.

4. The remedies provided for in this section are cumulative to any other remedies that apply to a loan or other transaction made in violation of other laws of this State.

**Section 14. Declaration of intent to opt out of DIDMCA.** In accordance with section 525 of the federal "Depository Institutions Deregulation and Monetary Control Act of 1980", Pub.L. 96-221, the voters of the State of Nevada declare that the State of Nevada does not want the amendments to the "Federal Deposit Insurance Act", 12 U.S.C. sec. 1811 et seq.; the federal "National Housing Act", 12 U.S.C. sec. 1701 et seq.; and the "Federal Credit Union Act", 12 U.S.C. sec. 1757, made by sections 521 to 523 of the federal "Depository Institutions Deregulation and Monetary Control Act of 1980", Pub.L. 96-221, prescribing interest rates and preempting state interest rates to apply to loans as defined in Section 5 of this chapter or specific transactions as defined in Section 8 of this chapter. The rates established in this chapter shall apply to payday loans and other loans as defined in Section 5 of this chapter and specific transactions as defined in Section 8 of this chapter.

**Section 15. Application of chapter to earned wage access services.** Prior to January 1, 2030, section 9 of this chapter shall not apply to entities licensed under the laws of this State to provide earned wage access services, as defined in Senate Bill No. 290 of the 82nd Regular Session of the Nevada Legislature (2023), 2023 Nev. Stat., ch. 400. Beginning on January 1, 2030, section 9 shall apply to any provider of earned wage access services, regardless of whether the provider is licensed under the laws of this State, including any provider of transactions that satisfy the definition of earned wage access services currently set forth in Senate Bill No. 290 of the 82nd Regular Session of the Nevada Legislature (2023), 2023 Nev. Stat., ch. 400.

**Section 16.** NRS 99.050 is hereby amended to read as follows:

1. Except as otherwise provided in subsection 2, parties may agree for the payment of any rate of interest on money due or to become due on any contract, for the compounding of interest if they choose, and for any other charges or fees, *provided, however, that parties cannot agree to any arrangement that violates the requirements of Chapter 604D of the Nevada Revised Statutes*. The parties shall specify in writing the rate upon which they agree, that interest is to be compounded if so agreed, and any other charges or fees to which they have agreed.

2. A creditor shall not charge an annual percentage rate that is greater than the lesser of 36 percent or the maximum annual percentage rate authorized under any federal law or regulation with respect to the consumer credit extended to a covered service member or a dependent of a covered service member. Any contract or agreement in violation of this subsection is void and unenforceable.

3. As used in this section:

(a) “Annual percentage rate” has the meaning ascribed to it in the federal Truth in Lending Act, as amended, 15 U.S.C. §§ 1601 et seq., and the federal regulations adopted pursuant thereto.

(b) “Consumer credit”;

(1) Except as otherwise provided in subparagraph (2), means credit offered or extended to a covered service member or dependent of a covered service member primarily for personal, family or household purposes, and that is:

(I) Subject to a finance charge; or

(II) Payable by a written agreement in more than four installments.

(2) Does not include:

(I) A residential mortgage, which is any credit transaction secured by an interest in a dwelling, including a transaction to finance the purchase or initial construction of the dwelling, any refinance transaction, home equity loan or line of credit or reverse mortgage;

(II) Any credit transaction that is expressly intended to finance the purchase of a motor vehicle when the credit is secured by the vehicle being purchased;

(III) Any credit transaction that is expressly intended to finance the purchase of personal property when the credit is secured by the property being purchased;

(IV) Any credit transaction that is an exempt transaction for the purposes of 12 C.F.R. Part 1026, commonly known as Regulation Z, other than a transaction exempt under 12 C.F.R. § 1026.29, or otherwise is not subject to disclosure requirements under 12 C.F.R. Part 1026, commonly known as Regulation Z; and

(V) Any credit transaction or account for credit for which a creditor determines that a natural person is not a covered borrower by using a method and by complying with the recordkeeping requirement set forth in 32 C.F.R. § 232.5(b).

(c) “Covered service member”:

(1) Except as otherwise provided in subparagraph (2), means a member of the armed forces who is serving on:

(I) Active duty pursuant to title 10, title 14 or title 32 of the United States Code, under a call or order that does not specify a period of 30 days or fewer; or

(II) Active Guard and Reserve duty, as that term is defined in 10 U.S.C. § 101(d)(6).

(2) Does not include a consumer who was a covered service member pursuant to subparagraph (1) at the time he or she became obligated on a consumer credit transaction or established an account for consumer credit but is no longer a covered service member pursuant to subparagraph (1) or a dependent of a person who is a covered service member pursuant to subparagraph (1).

(d) “Credit” means the right granted to a natural person by a person engaged in the business of extending consumer credit, or an assignee of such a person with respect to any consumer credit extended, to defer payment or to incur debt and defer its payment.

(e) “Dependent” with respect to a covered service member means:

(1) The spouse;

(2) A child who:

(I) Has not attained the age of 21;

(II) Has not attained the age of 23, is enrolled in a full-time course of study at an institution of higher learning approved by the administering Secretary, as defined in 10 U.S.C. § 1072(3), and is, or was at the time of the covered service



member's or former covered service member's death, in fact dependent on the covered service member or former covered service member for over one-half of the child's support; or

(III) Is incapable of self-support because of a mental or physical incapacity that occurs while a dependent of a covered service member or former covered service member under sub-subparagraph (I) or (II) and is, or was at the time of the covered service member's or former covered service member's death, in fact dependent on the member or former member for over one-half of the child's support;

(3) A parent or parent-in-law who is, or was at the time of the covered service member's or former covered service member's death, in fact dependent on him or her for over one-half of his or her support and residing in his or her household;

(4) An unmarried person who:

(I) Is placed in the legal custody of the covered service member or former covered service member as a result of an order of a court of competent jurisdiction in the United States, or possession of the United States, for a period of at least 12 consecutive months;

(II) Has not attained the age of 21, has not attained the age of 23 and is enrolled in a full-time course of study at an institution of higher learning approved by the administering Secretary, as defined in 10 U.S.C. § 1072(3), or is incapable of self-support because of a mental or physical incapacity that occurred while the person was considered a dependent of the covered service member or former covered service member pursuant to this paragraph;

(III) Is dependent on the covered service member or former covered service member for over one-half of the person's support;

(IV) Resides with the covered service member or former covered service member unless separated by the necessity of military service or to receive institutional care as a result of disability or incapacitation or under such other circumstances as the administering Secretary, as defined in 10 U.S.C. § 1072(3), may by regulation prescribe; and

(V) Is not a dependent of a covered service member or a former covered service member pursuant to subparagraph (1), (2) or (3).

(f) “Dwelling” means a residential structure that contains one to four units, whether or not the structure is attached to real property. The term includes, without limitation, an individual condominium unit, cooperative unit, mobile home and manufactured home.

**Section 17.** NRS 21.105 is hereby amended to read as follows:

~~[1. If a writ of execution or garnishment is levied on the personal bank account of the judgment debtor and money has been deposited into the account electronically within the immediately preceding 45 days from the date on which the writ was served which is reasonably identifiable as exempt from execution, notwithstanding any other deposits of money into the account, \$2,000 or the entire amount in the account, whichever is less, is not subject to execution and must remain accessible to the judgment debtor. For the purposes of this section, money is reasonably identifiable as exempt from execution if the money is deposited in the bank account by the United States Department of the Treasury, including, without limitation, money deposited as:~~

~~(a) Benefits provided pursuant to the Social Security Act which are exempt from execution pursuant to 42 U.S.C. §§ 407 and 1383, including, without limitation, retirement and survivors’ benefits, supplemental security income benefits, disability insurance benefits and child support payments that are processed pursuant to Part D of Title IV of the Social Security Act;~~

~~(b) Veterans’ benefits which are exempt from execution pursuant to 38 U.S.C. § 5301;~~

~~(c) Annuities payable to retired railroad employees which are exempt from execution pursuant to 45 U.S.C. § 231m;~~

~~(d) Benefits provided for retirement or disability of federal employees which are exempt from execution pursuant to 5 U.S.C. §§ 8346 and 8470;~~

~~(e) Annuities payable to retired members of the Armed Forces of the United States and to any surviving spouse or children of such members which are exempt from execution pursuant to 10 U.S.C. §§ 1440 and 1450;~~

~~(f) Payments and allowances to members of the Armed Forces of the United States which are exempt from execution pursuant to 37 U.S.C. § 701;~~

~~(g) Federal student loan payments which are exempt from execution pursuant to 20 U.S.C. § 1095a;~~

- ~~(h) Wages due or accruing to merchant seamen which are exempt from execution pursuant to 46 U.S.C. § 11109;~~
- ~~(i) Compensation or benefits due or payable to longshore and harbor workers which are exempt from execution pursuant to 33 U.S.C. § 916;~~
- ~~(j) Annuities and benefits for retirement and disability of members of the foreign service which are exempt from execution pursuant to 22 U.S.C. § 4060;~~
- ~~(k) Compensation for injury, death or detention of employees of contractors with the United States outside the United States which is exempt from execution pursuant to 42 U.S.C. § 1717;~~
- ~~(l) Assistance for a disaster from the Federal Emergency Management Agency which is exempt from execution pursuant to 44 C.F.R. § 206.110;~~
- ~~(m) Black lung benefits paid to a miner or a miner's surviving spouse or children pursuant to 30 U.S.C. § 922 or 931 which are exempt from execution; and~~
- ~~(n) Benefits provided pursuant to any other federal law.]~~

1[2]. If a writ of execution or garnishment is levied on the personal bank account of the judgment debtor ~~[and the provisions of subsection 1 do not apply,]~~ \$5,000 [400] or the entire amount in the account, whichever is less, is not subject to execution and must remain accessible to the judgment debtor, unless the writ of execution or garnishment is for the recovery of money owed for the support of any person.

2[3]. If a judgment debtor has more than one personal bank account with the bank to which a writ is issued, the amount that is not subject to execution must not in the aggregate exceed the amount specified in subsection 1 ~~[or 2, as applicable].~~

3[4]. A judgment debtor may apply to a court to claim an exemption for any amount subject to a writ levied on a personal bank account which exceeds the amount that is not subject to execution pursuant to subsection 1 ~~[or 2].~~

4[5]. If money in the personal account of the judgment debtor which exceeds the amount that is not subject to execution pursuant to subsection [1 ~~or 2~~] includes exempt and nonexempt money, the judgment debtor may claim an exemption for the exempt money in the manner set forth in NRS 21.112. To determine whether such money in the account is exempt, the judgment creditor must use the method of accounting which applies the standard that the first money deposited in the account is the first money withdrawn from the account. The court may require a judgment debtor to provide statements from the bank which include all deposits into and withdrawals from the account for the immediately preceding 90 days.

5[6]. A financial institution which makes a reasonable effort to determine whether money in the account of a judgment debtor is subject to execution for the purposes of this section is immune from civil liability for any act or omission with respect to that determination. ~~[including, without limitation, when the financial institution makes an incorrect determination after applying commercially reasonable methods for determining whether money in an account is exempt because the source of the money was not clearly identifiable or because the financial institution inadvertently misidentified the source of the money.]~~ If a court determines that a financial institution failed to identify that money in an account was not subject to execution pursuant to this section, the financial institution must adjust its actions with respect to a writ of execution as soon as possible but may not be held liable for damages.

6[7]. Nothing in this section requires a financial institution to revise its determination about whether money is exempt, except by an order of a court.

**Section 18.** NRS 21.090 is hereby amended to read as follows:

1. The following property is exempt from execution, except as otherwise specifically provided in this section or required by federal law:

- (a) Private libraries, works of art, musical instruments and jewelry not to exceed \$5,000 in value, belonging to the judgment debtor or a dependent of the judgment debtor, to be selected by the judgment debtor, and all family pictures and keepsakes.
- (b) Necessary household goods, furnishings, electronics, wearing apparel, other personal effects and yard equipment, not to exceed \$12,000 in value, belonging to the judgment debtor or a dependent of the judgment debtor, to be selected by the judgment debtor.
- (c) Farm trucks, farm stock, farm tools, farm equipment, supplies and seed not to exceed \$4,500 in value, belonging to the judgment debtor to be selected by the judgment debtor.
- (d) Professional libraries, equipment, supplies, and the tools, inventory, instruments and materials used to carry on the trade or business of the judgment debtor for the support of the judgment debtor and his or her family not to exceed \$10,000 in value.
- (e) The cabin or dwelling of a miner or prospector, the miner's or prospector's cars, implements and appliances necessary for carrying on any mining operations and the mining claim actually worked by the miner or prospector, not exceeding \$4,500 in total value.

(f) Except as otherwise provided in paragraph (p), one vehicle if the judgment debtor's equity does not exceed \$15,000 or the creditor is paid an amount equal to any excess above that equity.

(g) For any workweek, *\$850 of disposable earnings. If the debtor's weekly disposable earnings exceed \$850, 90% of disposable earnings in excess of \$850 shall be exempt from garnishment unless the weekly disposable earnings of the debtor exceed \$1,200, in which case 85% of the disposable earnings in excess of \$850 shall be exempt from garnishment. The amount not subject to garnishment is exempt.*~~[82 percent of the disposable earnings of a judgment debtor during that week if the gross weekly salary or wage of the judgment debtor on the date the most recent writ of garnishment was issued was \$770 or less, 75 percent of the disposable earnings of a judgment debtor during that week if the gross weekly salary or wage of the judgment debtor on the date the most recent writ of garnishment was issued exceeded \$770, or 50 times the minimum hourly wage prescribed by section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 et seq., and in effect at the time the earnings are payable, whichever is greater.]~~ Except as otherwise provided in paragraphs (o), (s) and (t), the exemption provided in this paragraph does not apply in the case of any order of a court of competent jurisdiction for the support of any person, any order of a court of bankruptcy or of any debt due for any state or federal tax. As used in this paragraph:

(1) "Disposable earnings" means that part of the earnings of a judgment debtor remaining after the deduction from those earnings of any amounts required by law to be withheld.

(2) "Earnings" means compensation paid or payable for personal services performed by a judgment debtor in the regular course of business, including, without limitation, compensation designated as income, wages, tips, a salary, a commission or a bonus. The term includes compensation received by a judgment debtor that is in the possession of the judgment debtor, compensation held in accounts maintained in a bank or any other financial institution or, in the case of a receivable, compensation that is due the judgment debtor. *Compensation paid or payable for personal services is earnings regardless of whether the judgment debtor is classified as an independent contractor or an employee.*

(h) All fire engines, hooks and ladders, with the carts, trucks and carriages, hose, buckets, implements and apparatus thereunto appertaining, and all



furniture and uniforms of any fire company or department organized under the laws of this State.

(i) All arms, uniforms and accouterments required by law to be kept by any person, and also one gun, to be selected by the debtor.

(j) All courthouses, jails, public offices and buildings, lots, grounds and personal property, the fixtures, furniture, books, papers and appurtenances belonging and pertaining to the courthouse, jail and public offices belonging to any county of this State, all cemeteries, public squares, parks and places, public buildings, town halls, markets, buildings for the use of fire departments and military organizations, and the lots and grounds thereto belonging and appertaining, owned or held by any town or incorporated city, or dedicated by the town or city to health, ornament or public use, or for the use of any fire or military company organized under the laws of this State and all lots, buildings and other school property owned by a school district and devoted to public school purposes.

(k) All money, benefits, privileges or immunities accruing or in any manner growing out of any life insurance.

(l) The homestead as provided for by law, including:

(1) Subject to the provisions of NRS 115.055, the sum of \$605,000 that is paid to the defendant in execution pursuant to subsection 2 of NRS 115.050 or to a spouse pursuant to subsection 3 of NRS 115.050; and

(2) A homestead for which allodial title has been established and not relinquished and for which a waiver executed pursuant to NRS 115.010 is not applicable.

(m) The dwelling of the judgment debtor occupied as a home for himself or herself and family, where the amount of equity held by the judgment debtor in the home does not exceed \$605,000 in value and the dwelling is situated upon lands not owned by the judgment debtor.

(n) All money reasonably deposited with a landlord by the judgment debtor to secure an agreement to rent or lease a dwelling that is used by the judgment debtor as his or her primary residence, except that such money is not exempt with respect to a landlord or the landlord's successor in interest who seeks to enforce the terms of the agreement to rent or lease the dwelling.

- (o) All property in this State of the judgment debtor where the judgment is in favor of any state for failure to pay that state's income tax on benefits received from a pension or other retirement plan.
- (p) Any vehicle owned by the judgment debtor for use by the judgment debtor or the judgment debtor's dependent that is equipped or modified to provide mobility for a person with a permanent disability.
- (q) Any prosthesis or equipment prescribed by a physician or dentist for the judgment debtor or a dependent of the debtor.
- (r) Money, not to exceed \$1,000,000 in present value, held in:
  - (1) An individual retirement arrangement which conforms with or is maintained pursuant to the applicable limitations and requirements of section 408 or 408A of the Internal Revenue Code, 26 U.S.C. §§ 408 and 408A, including, without limitation, an inherited individual retirement arrangement;
  - (2) A written simplified employee pension plan which conforms with or is maintained pursuant to the applicable limitations and requirements of section 408 of the Internal Revenue Code, 26 U.S.C. § 408, including, without limitation, an inherited simplified employee pension plan;
  - (3) A cash or deferred arrangement plan which is qualified and maintained pursuant to the Internal Revenue Code, including, without limitation, an inherited cash or deferred arrangement plan;
  - (4) A trust forming part of a stock bonus, pension or profit-sharing plan which is qualified and maintained pursuant to sections 401 et seq. of the Internal Revenue Code, 26 U.S.C. §§ 401 et seq.; and
  - (5) A trust forming part of a qualified tuition program pursuant to chapter 353B of NRS, any applicable regulations adopted pursuant to chapter 353B of NRS and section 529 of the Internal Revenue Code, 26 U.S.C. § 529, unless the money is deposited after the entry of a judgment against the purchaser or account owner or the money will not be used by any beneficiary to attend a college or university.
- (s) All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support, education and maintenance of a child, whether collected by the judgment debtor or the State.
- (t) All money and other benefits paid pursuant to the order of a court of competent jurisdiction for the support and maintenance of a former

spouse, including the amount of any arrearages in the payment of such support and maintenance to which the former spouse may be entitled.

(u) Payments, in an amount not to exceed \$16,150, received as compensation for personal injury, not including compensation for pain and suffering or actual pecuniary loss, by the judgment debtor or by a person upon whom the judgment debtor is dependent at the time the payment is received.

(v) Payments received as compensation for the wrongful death of a person upon whom the judgment debtor was dependent at the time of the wrongful death, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

(w) Payments received as compensation for the loss of future earnings of the judgment debtor or of a person upon whom the judgment debtor is dependent at the time the payment is received, to the extent reasonably necessary for the support of the judgment debtor and any dependent of the judgment debtor.

(x) Payments received as restitution for a criminal act.

(y) Payments received pursuant to the federal Social Security Act, including, without limitation, retirement and survivors' benefits, supplemental security income benefits and disability insurance benefits.

(z) Any personal property not otherwise exempt from execution pursuant to this subsection belonging to the judgment debtor, including, without limitation, the judgment debtor's equity in any property, money, stocks, bonds or other funds on deposit with a financial institution, not to exceed \$10,000 in total value, to be selected by the judgment debtor.

(aa) Any tax refund received by the judgment debtor that is derived from the earned income credit described in section 32 of the Internal Revenue Code, 26 U.S.C. § 32, or a similar credit provided pursuant to a state law.

(bb) Stock of a corporation described in subsection 2 of NRS 78.746 except as set forth in that section.

(cc) Regardless of whether a trust contains a spendthrift provision:

(1) A distribution interest in the trust as defined in NRS 163.4155 that is a contingent interest, if the contingency has not been satisfied or removed;



- (2) A distribution interest in the trust as defined in NRS 163.4155 that is a discretionary interest as described in NRS 163.4185, if the interest has not been distributed;
  - (3) A power of appointment in the trust as defined in NRS 163.4157 regardless of whether the power has been exercised;
  - (4) A power listed in NRS 163.5553 that is held by a trust protector as defined in NRS 163.5547 or any other person regardless of whether the power has been exercised; and
  - (5) A reserved power in the trust as defined in NRS 163.4165 regardless of whether the power has been exercised.
- (dd) If a trust contains a spendthrift provision:
- (1) A distribution interest in the trust as defined in NRS 163.4155 that is a mandatory interest as described in NRS 163.4185, if the interest has not been distributed; and
  - (2) Notwithstanding a beneficiary's right to enforce a support interest, a distribution interest in the trust as defined in NRS 163.4155 that is a support interest as described in NRS 163.4185, if the interest has not been distributed.
- (ee) Proceeds received from a private disability insurance plan.
- (ff) Money in a trust fund for funeral or burial services pursuant to NRS 689.700.
- (gg) Compensation that was payable or paid pursuant to chapters 616A to 616D, inclusive, or chapter 617 of NRS as provided in NRS 616C.205.
- (hh) Unemployment compensation benefits received pursuant to NRS 612.710.
- (ii) Benefits or refunds payable or paid from the Public Employees' Retirement System pursuant to NRS 286.670.
- (jj) Money paid or rights existing for vocational rehabilitation pursuant to NRS 615.270.
- (kk) Public assistance provided through the Department of Health and Human Services pursuant to NRS 422.291 and 422A.325.
- (ll) Child welfare assistance provided pursuant to NRS 432.036.
2. Except as otherwise provided in NRS 115.010, no article or species of property mentioned in this section is exempt from execution issued upon a judgment to recover for its price, or upon a judgment of foreclosure of a mortgage or other lien thereon.

3. Any exemptions specified in subsection (d) of section 522 of the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101 et seq., do not apply to property owned by a resident of this State unless conferred also by subsection 1, as limited by subsection 2.

*4. The exemptions set forth in this section and NRS 21.105 shall be automatically adjusted to reflect changes by the percentage change, if any, from January 1st to December 31st of the preceding year in the Consumer Price Index for All Urban Consumers, Annual City Average, for the Western Region, or its successor index, as published by the United States Department of Labor, Bureau of Labor Statistics or its successor agency, beginning the April 1 following enactment and every 3 years thereafter. The Nevada Department of Business & Industry shall publish the 1-year adjustment for an effective date of April 1st for the following year. Adjustments made pursuant to this paragraph must be rounded up to the next \$10.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**DESCRIPTION OF EFFECT**

This measure addresses high-interest lending practices by establishing maximum interest rates charged to consumers, and shields more of people's savings and earnings from garnishment than under current law.

Currently, most consumer loans have no interest rate cap. The proposed cap would set a maximum interest rate of 36% annually on the unpaid balance of the amount financed, and would apply to consumer loans; deferred-deposit transactions ("payday loans"); title loans; and other loan types dependent on future earnings and income.

The initiative also prohibits evading the interest rate cap by structuring transactions to mask their nature as loans covered by this measure, or partnering with out-of-state lenders to violate the rate cap. The initiative voids transactions that violate the cap, and establishes civil penalties.

Additionally, the initiative automatically protects \$5,000 of savings in a personal bank account (up from \$400 now), and \$850 of wages in any workweek (up from \$369), as well as a portion of disposable earnings above that amount, from seizure for a debt. Those amounts would be indexed to increase periodically with inflation.

County of \_\_\_\_\_ (**Only** registered voters of this county may sign below)  
Petition District: \_\_\_\_\_ (**Only** registered voters of this petition district may sign below)

		Office Use	
<b>1</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
	YOUR SIGNATURE - DATE / /	CITY	COUNTY
<b>2</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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<b>3</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
	YOUR SIGNATURE - DATE / /	CITY	COUNTY
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<b>11</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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<b>12</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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			Office Use
<b>13</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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<b>14</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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<b>15</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
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<b>16</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
	YOUR SIGNATURE - DATE  / /	CITY COUNTY	

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	YOUR SIGNATURE - DATE / /	CITY COUNTY
20	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE / /	CITY COUNTY



**AFFIDAVIT OF CIRCULATOR**

(TO BE SIGNED BY CIRCULATOR)

STATE OF NEVADA )  
 )  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, (print name), being first duly sworn under penalty of perjury, depose and say: (1) that I reside at \_\_\_\_\_ (print street, city and state); (2) that I am 18 years of age or older; (3) that I personally circulated this document; (4) that all signatures were affixed in my presence; (5) that the number of signatures affixed thereon is \_\_\_\_\_; and (6) that each person who signed had an opportunity before signing to read the full text of the act or resolution on which the initiative or referendum is demanded.

\_\_\_\_\_  
Signature of Circulator

Subscribed and sworn to or affirmed before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public or person authorized to administer oath

# **EXHIBIT 2**

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Pursuant to NRS 295.015, before a petition for initiative or referendum may be presented to registered voters for signatures, the person who intends to circulate the petition must provide the following information:

**NAME OF PERSON FILING THE PETITION**

Kate Feldman

**NAME(S) OF PERSON(S) AUTHORIZED TO WITHDRAW OR AMEND THE PETITION (provide up to three)**

1. Kate Feldman

2.

3.

**NAME OF THE POLITICAL ACTION COMMITTEE (PAC) ADVOCATING FOR THE PASSAGE OF THE INITIATIVE OR REFERENDUM (if none, leave blank)**

Please note, if you are creating a Political Action Committee for the purpose of advocating for the passage of the initiative or referendum, you must complete a separate PAC registration form.

Additionally, a copy of the initiative or referendum, including the description of effect, must be filed with the Secretary of State's office at the time you submit this form.

X

*Kate Feldman*

Signature of Petition Filer

1-24-2024

Date

Explanation - Matter in *italics* is new; matter between brackets [omitted material] is material to be omitted.

**THE PEOPLE OF THE STATE OF NEVADA DO ENACT AS FOLLOWS**

**Section 1.** The Nevada Revised Statutes are hereby amended by adding thereto a new Chapter, to be designated Chapter 604D: Preventing Predatory Payday and Other Loans Act, to read as follows:

**Section 2. *Liberal construction.*** *The provisions of this chapter shall be liberally construed to achieve its purposes, which are combatting predatory payday lending and other high-cost loans; ensuring that out-of-state lenders cannot flout Nevada law by making payday loans, other loans, or transactions subject to this chapter at unlawful rates to Nevada residents; and protecting law-abiding lenders from unfair competition by predatory, out-of-state entities.*

**Section 3. *Definitions.*** *As used in this chapter, the words and terms defined in sections 4 to 6, inclusive, of this chapter have the meanings ascribed to them in those sections.*

**Section 4. *Annual percentage rate defined.*** *The term “Annual percentage rate” or APR means an annual rate calculated including all amounts, charges, and payments made directly or indirectly, incident to, ancillary to, or as a condition of a loan or other transaction subject to this chapter, whether voluntary, optional or required, including any amount paid to a broker or credit services organization. The APR shall include, but is not limited to, all interest, fees, charges and other payments as set forth in the regulations issued by the United States Secretary of Defense on July 22, 2015 to implement the Military Lending Act, 10 USC sec. 987, except that credit card fees may be excluded only if the card is network-branded and the fees collectively each year do not exceed 15% of the credit line. The annual percentage rate shall be calculated as specified in such regulations.*

**Section 5. *Loan defined.***

*1. For purposes of this chapter, “loan” means and includes:*

*(a) Money or credit provided to a consumer in exchange for the consumer’s agreement to a certain set of terms, including, but not limited to, provisions for direct or indirect repayment, interest, fees, charges or other payments, or other conditions;*

*(b) Any deferred deposit transaction or payday loan, installment loan, line of credit, retail installment sales contract, and motor vehicle retail installment sales contract, and other closed-end or open-end credit; and*

*(c) Any sale, assignment, order, or agreement for the payment of unpaid wages, salary, commissions, compensation, or other income, or any portion or amount thereof, whether earned, to be earned, or contingent upon future earnings, that is made in consideration for goods or services, credit, or the payment of money to or for the account of the person earning or receiving, or potentially earning or receiving, the wages, salary, commissions, compensation, or other income.*

*2. Any transaction that satisfies any definition in this section is a “loan” for purposes of this chapter without regard to the means of collection, without regard to whether the payday lender or other lender has legal recourse against the borrower in the event of non-repayment, and without regard to whether the transaction carries required charges or payments.*

**Section 6.** Network-branded defined. *“Network-branded” means branded with and available for use on the Visa, MasterCard, American Express or Discover networks or a similar widely-accepted card network that is accepted upon presentation for purchases of goods and services at multiple, unaffiliated merchants.*

**Section 7.** Application of chapter. *This chapter applies to any payday lender or other person that:*

*1. Markets, offers, brokers, arranges, facilitates, makes or services a loan as defined in Section 5 of this chapter or other transaction as defined in Section 8 of this chapter, including a credit service organization that obtains an extension of credit for a borrower;*

*2. Is a bank, savings bank, savings and loan association, or credit union organized, chartered or holding a certificate of authority to do business under the laws of this state, another state, or the United States. However, banks, savings banks, savings and loan associations, and credit unions organized, chartered or holding a certificate of authority to do business under the laws of another state or under the laws of the United States are exempt from this chapter only to the extent this chapter is preempted by federal law;*

*3. Is an agent of a person subject this chapter or of any affiliate, subsidiary or other entity that is related to, that controls, or that is controlled by a person subject to this chapter;*

*4. Acquires a whole or partial interest in a loan or transaction subject to this chapter;*

5. *Is deemed to be subject to this chapter under section 11 of this chapter or is engaged in a transaction that is in substance a disguised loan or other transaction subject to this chapter or is a device, subterfuge or pretense to evade this chapter.*

6. *Markets, offers, brokers, arranges, facilitates, makes or services any transaction that is otherwise subject to this chapter and that is offered or made to a person residing in this state, whether the transaction is conducted in person, by telephone, via the Internet, or by any other means.*

**Section 8.** *Specific transactions subject to this chapter. Notwithstanding any other provision of law, transactions subject to this chapter shall include, but shall not be limited to, the following:*

1. *Deferred deposit loans (also known as payday loans), as defined in NRS 604A.050. A deferred deposit loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*

2. *High-interest loans, as defined in NRS 604A.0703. A high-interest loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*

3. *Title loans, as defined in NRS 604A.105. A title loan is subject to this chapter notwithstanding NRS 604A.220 or any other provision of law.*

4. *Refund anticipation loans, as defined in NRS 604B.060.*

5. *Consumer litigation funding transactions, as defined in NRS 604C.100. A consumer litigation funding transaction is subject to this chapter notwithstanding NRS 604C.220 or any other provision of law.*

7. *Installment loans, as regulated by Chapter 675 of the Nevada Revised Statutes;*

8. *Retail installment transactions, as defined in NRS 97.115. A retail installment transaction is subject to this chapter notwithstanding NRS 97.285 or any other provision of law;*

9. *Loans secured by a life insurance or annuity contract, as regulated by NRS 688A.110; and*

10. *Loans made by a bank, savings bank, savings and loan association, or credit union organized, chartered or holding a certificate of authority to do business under the laws of this state. This chapter shall apply to loans made by those entities notwithstanding NRS 662.015, NRS 672.370, NRS 672.460, NRS*

672.710, NRS 673.225, NRS 673.3272, NRS 677.730 or any other provision of law.

**Section 9. Maximum interest rate permitted.** For any loan or other transaction subject to this chapter made or renewed on or after the effective date of this chapter, no payday lender or other person shall market, offer, charge, contract for, collect or receive, directly or indirectly, charges or amounts exceeding a 36% annual percentage rate on the unpaid balance of the amount financed. This section shall apply notwithstanding any other provision of the laws of this state, including but not limited to any provision of NRS 604A.0703, NRS 604A.5029, NRS 604A.5052, or NRS 604A.5057 or any other law that refers to or allows an annual percentage rate that exceeds 36%.

**Section 10. Prohibited acts to evade application of chapter.** For any loan or other transaction subject to this chapter, no payday lender or other person shall engage in any device, subterfuge, or pretense to evade the requirements of this chapter, including, but not limited to:

1. Making a loan or other transaction disguised as a personal property sale and leaseback transaction;
2. Disguising proceeds of a loan or other transaction as a cash rebate for the pretextual sale of goods or services;
3. Disguising a loan or other transaction as the sale of goods, services or things in action or disguising charges for a loan or other transaction in the price of goods, services or things in action;
4. Making, contracting for, offering, assisting, or arranging for a borrower to obtain a loan or other transaction with a higher rate or amount of interest, consideration, charge or other payment received incident to the loan than is permitted by Section 9 of this chapter through any method including mail, telephone, internet or any electronic means, regardless of whether the person has a physical location in the state;
5. Structuring the transaction in a manner to obscure the fact that it is a loan; or
6. Charging, contracting for or receiving interest, fees, charges or other payments in excess of those permitted, regardless whether the payment purports to be voluntary.

**Section 11. Application of chapter to agents and service providers of exempt entities.** If the annual percentage rate of the loan or other transaction exceeds the rate permitted by Section 9 of this chapter, a person shall be subject to the requirements of this chapter notwithstanding



*the fact that the person purports to act as an agent or service provider or in another capacity for a person that is exempt from this chapter, if, among other things:*

- 1. The person holds, acquires, or maintains, directly or indirectly, the predominant economic interest, risk or reward, in the loan or transaction;*
- 2. The person (a) markets, solicits, brokers, arranges, facilitates or services loans or transactions and (b) holds, or has the right, requirement or first right of refusal to acquire, the loans, transactions, a share of receivables or another direct or indirect interest in the loans or loan program; or*
- 3. The totality of the circumstances indicate that the person is engaging in transactions subject to this chapter and that the transaction is structured to evade the requirements of this chapter. Circumstances that weigh in favor of a person being subject to this chapter include, without limitation, when the person:*
  - (a) indemnifies, insures or protects an exempt entity from costs or risks related to the loan or transaction;*
  - (b) predominantly designs, controls or operates the loan program or transaction;*
  - (c) holds the trademark or intellectual property rights in the brand, underwriting system, or other core aspects of the loan program or transaction; or*
  - (d) purports to act as an agent or service provider or in another capacity for an exempt entity while acting directly as a lender in other states.*

**Section 12.** *Prohibition against facilitation of payday loans or other transactions in violation of chapter.* *No person shall solicit, broker, or engage in any other activity intended to facilitate or result in, or that in fact facilitates or results in, a loan or transaction that violates this chapter.*

**Section 13.** *Remedies for payday loans or other transactions made in violation of this chapter.*

- 1. A loan or other transaction made in violation of this chapter shall be void and uncollectible as to any principal, fee, interest, charge or payment.*
- 2. An action for violation of this chapter may be brought in any court of competent jurisdiction.*
- 3. Any person who violates this chapter is liable to the borrower for:*
  - (a) Actual and consequential damages;*

- (b) Restitution of any amounts paid;*
- (c) Treble the amount of any excess fee, interest, charge, or payment;*
- (d) Statutory damages, at an amount that the court considers just, of at least \$250 and no more than \$1,000 per violation;*
- (e) Injunctive or declaratory relief;*
- (f) Reasonable attorney's fees and costs; and*
- (g) Any other legal or equitable relief that the court deems appropriate in addition to any other remedies provided at law.*

*4. The remedies provided for in this section are cumulative to any other remedies that apply to a loan or other transaction made in violation of other laws of this State.*

**Section 14.** *Declaration of intent to opt out of DIDMCA. In accordance with section 525 of the federal "Depository Institutions Deregulation and Monetary Control Act of 1980", Pub.L. 96-221, the voters of the State of Nevada declare that the State of Nevada does not want the amendments to the "Federal Deposit Insurance Act", 12 U.S.C. sec. 1811 et seq.; the federal "National Housing Act", 12 U.S.C. sec. 1701 et seq.; and the "Federal Credit Union Act", 12 U.S.C. sec. 1757, made by sections 521 to 523 of the federal "Depository Institutions Deregulation and Monetary Control Act of 1980", Pub.L. 96-221, prescribing interest rates and preempting state interest rates to apply to loans as defined in Section 5 of this chapter or specific transactions as defined in Section 8 of this chapter. The rates established in this chapter shall apply to payday loans and other loans as defined in Section 5 of this chapter and specific transactions as defined in Section 8 of this chapter.*

**Section 15.** *Application of chapter to earned wage access services. Prior to January 1, 2030, section 9 of this chapter shall not apply to entities licensed under the laws of this State to provide earned wage access services, as defined in Senate Bill No. 290 of the 82nd Regular Session of the Nevada Legislature (2023), 2023 Nev. Stat., ch. 400. Beginning on January 1, 2030, section 9 shall apply to any provider of earned wage access services, regardless of whether the provider is licensed under the laws of this State, including any provider of transactions that satisfy the definition of earned wage access services currently set forth in Senate Bill No. 290 of the 82nd Regular Session of the Nevada Legislature (2023), 2023 Nev. Stat., ch. 400.*

**Section 16.** NRS 99.050 is hereby amended to read as follows:

- 1. Except as otherwise provided in subsection 2, parties may agree for the payment of any rate of interest on money due or to become due on any contract, for the compounding

of interest if they choose, and for any other charges or fees, *provided, however, that parties cannot agree to any arrangement that violates the requirements of Chapter 604D of the Nevada Revised Statutes*. The parties shall specify in writing the rate upon which they agree, that interest is to be compounded if so agreed, and any other charges or fees to which they have agreed.

2. A creditor shall not charge an annual percentage rate that is greater than the lesser of 36 percent or the maximum annual percentage rate authorized under any federal law or regulation with respect to the consumer credit extended to a covered service member or a dependent of a covered service member. Any contract or agreement in violation of this subsection is void and unenforceable.

3. As used in this section:

(a) “Annual percentage rate” has the meaning ascribed to it in the federal Truth in Lending Act, as amended, 15 U.S.C. §§ 1601 et seq., and the federal regulations adopted pursuant thereto.

(b) “Consumer credit”:

(1) Except as otherwise provided in subparagraph (2), means credit offered or extended to a covered service member or dependent of a covered service member primarily for personal, family or household purposes, and that is:

(I) Subject to a finance charge; or

(II) Payable by a written agreement in more than four installments.

(2) Does not include:

(I) A residential mortgage, which is any credit transaction secured by an interest in a dwelling, including a transaction to finance the purchase or initial construction of the dwelling, any refinance transaction, home equity loan or line of credit or reverse mortgage;

(II) Any credit transaction that is expressly intended to finance the purchase of a motor vehicle when the credit is secured by the vehicle being purchased;

(III) Any credit transaction that is expressly intended to finance the purchase of personal property when the credit is secured by the property being purchased;

(IV) Any credit transaction that is an exempt transaction for the purposes of 12 C.F.R. Part 1026, commonly known as Regulation Z, other than a transaction exempt under 12 C.F.R. § 1026.29, or otherwise is not subject to disclosure requirements under 12 C.F.R. Part 1026, commonly known as Regulation Z; and

(V) Any credit transaction or account for credit for which a creditor determines that a natural person is not a covered borrower by using a method and by complying with the recordkeeping requirement set forth in 32 C.F.R. § 232.5(b).

(c) “Covered service member”:

(1) Except as otherwise provided in subparagraph (2), means a member of the armed forces who is serving on:

(I) Active duty pursuant to title 10, title 14 or title 32 of the United States Code, under a call or order that does not specify a period of 30 days or fewer; or

(II) Active Guard and Reserve duty, as that term is defined in 10 U.S.C. § 101(d)(6).

(2) Does not include a consumer who was a covered service member pursuant to subparagraph (1) at the time he or she became obligated on a consumer credit transaction or established an account for consumer credit but is no longer a covered service member pursuant to subparagraph (1) or a dependent of a person who is a covered service member pursuant to subparagraph (1).

(d) “Credit” means the right granted to a natural person by a person engaged in the business of extending consumer credit, or an assignee of such a person with respect to any consumer credit extended, to defer payment or to incur debt and defer its payment.

(e) “Dependent” with respect to a covered service member means:

(1) The spouse;

(2) A child who:

(I) Has not attained the age of 21;

(II) Has not attained the age of 23, is enrolled in a full-time course of study at an institution of higher learning approved by the administering Secretary, as defined in 10 U.S.C. §

1072(3), and is, or was at the time of the covered service member's or former covered service member's death, in fact dependent on the covered service member or former covered service member for over one-half of the child's support; or

(III) Is incapable of self-support because of a mental or physical incapacity that occurs while a dependent of a covered service member or former covered service member under sub-subparagraph (I) or (II) and is, or was at the time of the covered service member's or former covered service member's death, in fact dependent on the member or former member for over one-half of the child's support;

(3) A parent or parent-in-law who is, or was at the time of the covered service member's or former covered service member's death, in fact dependent on him or her for over one-half of his or her support and residing in his or her household;

(4) An unmarried person who:

(I) Is placed in the legal custody of the covered service member or former covered service member as a result of an order of a court of competent jurisdiction in the United States, or possession of the United States, for a period of at least 12 consecutive months;

(II) Has not attained the age of 21, has not attained the age of 23 and is enrolled in a full-time course of study at an institution of higher learning approved by the administering Secretary, as defined in 10 U.S.C. § 1072(3), or is incapable of self-support because of a mental or physical incapacity that occurred while the person was considered a dependent of the covered service member or former covered service member pursuant to this paragraph;

(III) Is dependent on the covered service member or former covered service member for over one-half of the person's support;

(IV) Resides with the covered service member or former covered service member unless separated by the necessity of military service or to receive institutional care as a result of disability or incapacitation or under such other

circumstances as the administering Secretary, as defined in 10 U.S.C. § 1072(3), may by regulation prescribe; and

(V) Is not a dependent of a covered service member or a former covered service member pursuant to subparagraph (1), (2) or (3).

(f) “Dwelling” means a residential structure that contains one to four units, whether or not the structure is attached to real property. The term includes, without limitation, an individual condominium unit, cooperative unit, mobile home and manufactured home.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**DESCRIPTION OF EFFECT**

This measure addresses high-interest lending practices by establishing maximum interest rates charged to consumers.

Currently, most consumer loans have no interest rate cap. The proposed cap would set a maximum interest rate of 36% annually on the unpaid balance of the amount financed, and would apply to consumer loans; deferred-deposit transactions (“payday loans”); title loans; and other loan types dependent on future earnings and income.

The initiative also prohibits evading the interest rate cap by structuring transactions to mask their nature as loans covered by this measure, or partnering with out-of-state lenders to violate the rate cap. The initiative voids transactions that violate the cap, and establishes civil penalties.

County of \_\_\_\_\_ (**Only** registered voters of this county may sign below)  
 Petition District: \_\_\_\_\_ (**Only** registered voters of this petition district may sign below)

		Office Use	
<b>1</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
	YOUR SIGNATURE - DATE / /	CITY	COUNTY
<b>2</b>	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY	
	YOUR SIGNATURE - DATE / /	CITY	COUNTY
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	YOUR SIGNATURE - DATE / /	CITY	COUNTY
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	YOUR SIGNATURE - DATE / /	CITY COUNTY	
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	YOUR SIGNATURE - DATE / /	CITY COUNTY
14	PRINT YOUR NAME (first name, initial, last name)	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE / /	CITY COUNTY
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	YOUR SIGNATURE - DATE / /	CITY COUNTY
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	YOUR SIGNATURE - DATE / /	CITY COUNTY

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County of \_\_\_\_\_ (**Only** registered voters of this county may sign below)  
Petition District: \_\_\_\_\_ (**Only** registered voters of this petition district may sign below)

		Office Use
<b>17</b>	PRINT YOUR NAME (first name, initial, last name)  	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE  / /	CITY COUNTY
<b>18</b>	PRINT YOUR NAME (first name, initial, last name)  	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE  / /	CITY COUNTY
<b>19</b>	PRINT YOUR NAME (first name, initial, last name)  	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE  / /	CITY COUNTY
<b>20</b>	PRINT YOUR NAME (first name, initial, last name)  	RESIDENCE ADDRESS ONLY
	YOUR SIGNATURE - DATE  / /	CITY COUNTY

**AFFIDAVIT OF CIRCULATOR**

(TO BE SIGNED BY CIRCULATOR)

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

)  
)  
)

I, \_\_\_\_\_, (print name), being first duly sworn under penalty of perjury, depose and say: (1) that I reside at

\_\_\_\_\_ (print street, city and state); (2) that I am 18 years of age or older; (3) that I personally circulated this document; (4) that all signatures were affixed in my presence; (5) that the number of signatures affixed thereon is \_\_\_\_\_; and (6) that each person who signed had an opportunity before signing to read the full text of the act or resolution on which the initiative or referendum is demanded.

\_\_\_\_\_  
Signature of Circulator

Subscribed and sworn to or affirmed before me this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public or person authorized to administer oath

# **EXHIBIT 2**

REC'D & FILED

April 15, 2024  
Date

WILLIAM SCOTT HOEN  
CLERK

IN THE FIRST JUDICIAL DISTRICT COURT  
OF THE STATE OF NEVADA IN AND FOR CARSON CITY

NEVADANS FOR FINANCIAL CHOICE,  
a Nevada Political Action Committee, and  
CHRISTINA BAUER, an individual,

Plaintiffs,

vs.

KATE FELDMAN, an individual, STOP  
PREDATORY LENDING NV, a Nevada  
Nonprofit Corp., and FRANCISCO V.  
AGUILAR, in his official capacity as  
Nevada Secretary of State,

Defendants.

DAILYPAY, INC., a Delaware  
Corporation,

Plaintiff,

vs.

FRANCISCO V. AGUILAR, in his official  
capacity as NEVADA SECRETARY OF  
STATE,

Defendant,

and

STOP PREDATORY LENDING NV, a  
Nevada Nonprofit Corp., and  
KATE FELDMAN, an individual,

Intervenor-Defendants.

Lead Case No.: 24 OC 00018 1B

Dept. No.: II

Consolidated with

Case No.: 24 OC 00021 1B

Dept. No.: II



PREFERRED CAPITAL FUNDING-NEVADA, LLC, a Nevada limited liability company, and ALLIANCE FOR RESPONSIBLE CONSUMER LEGAL FUNDING, an Illinois nonprofit corporation,

Plaintiffs,

vs.

FRANCISCO V. AGUILAR, in his official capacity as NEVADA SECRETARY OF STATE, and KATE FELDMAN, an individual,

Defendants,

and

STOP PREDATORY LENDING NV, a Nevada Nonprofit Corp.,

Intervenor-Defendant.

ACTIVEHOURS, INC., a Delaware corporation; STACY PRESS, an individual,

Plaintiffs,

vs.

KATE FELDMAN, an individual; STOP PREDATORY LENDING NV, a Nevada Nonprofit Corp.; and FRANCISCO V. AGUILAR, in his official capacity as NEVADA SECRETARY OF STATE,

Defendants.

Case No.: 24 OC 00023

Dept. No.: I

BY

REC'D & FILED  
2024 APR 19 8:11  
FILED IN ERROR  
WILLIAMSON  
CLERK

Case No.: 24 OC 00029 1B

Dept. No.: I

**FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER  
DENYING PLAINTIFFS' LEGAL CHALLENGE  
TO INITIATIVE PETITION S-03-2024**

This matter came before this Court following four complaints, filed by four different sets of plaintiffs, pursuant to NRS 295.061, challenging the legal sufficiency of Initiative Petition S-03-2024 (the "Petition"). On January 24, 2024, Kate Feldman filed Initiative Petition S-03-2024 with the Nevada Secretary of State (the

1 “Secretary”).

2 The Court, having reviewed the papers and pleadings on file, considered the  
3 matter, being fully advised, and good cause appearing, finds, concludes, and orders  
4 as follows:

5 **FINDINGS OF FACT AND CONCLUSIONS OF LAW<sup>1</sup>**

6 **A. FINDINGS OF FACT**

7 **1. Initiative Petition S-03-2024**

8 On January 24, 2024, Kate Feldman, on behalf of Stop Predatory Lending NV,  
9 filed the Petition with the Secretary. The Petition seeks to amend the Nevada Revised  
10 Statutes by adding thereto a new Chapter, to be designated Chapter 604D:  
11 Preventing Predatory Payday and Other Loans Act.

12 The Petition includes a description of effect as required by NRS 295.009(1)(b),  
13 which reads, in full:

14 This measure addresses high-interest lending practices by  
15 establishing maximum interest rates charged to consumers.

16 Currently, most consumer loans have no interest rate cap. The  
17 proposed cap would set a maximum interest rate of 36% annually on  
18 the unpaid balance of the amount financed, and would apply to  
19 consumer loans; deferred-deposit transactions (“payday loans”); title  
20 loans; and other loan types dependent on future earnings and  
21 income.

19 The initiative also prohibits evading the interest rate cap by  
20 structuring transactions to mask their nature as loans covered by  
21 this measure, or partnering with out-of-state lenders to violate the  
22 rate cap. The initiative voids transactions that violate the cap, and  
23 establishes civil penalties.

22 **2. Procedural History**

23 On January 26, 2024, Plaintiffs Nevadans For Financial Choice and Christina  
24 Bauer (collectively, “Nevadans for Financial Choice” or “NFFC”) filed a Complaint for  
25 Declaratory and Injunctive Relief challenging the legal sufficiency of Initiative  
26

---

27 <sup>1</sup> Any findings of fact which are more appropriately considered conclusions of  
28 law shall be treated as such, and any conclusions of law which are more appropriately  
considered findings of fact shall be treated as such.

1 Petition S-01-2024, pursuant to NRS 295.061, and a Brief in Support of the  
2 Complaint. Subsequently, on February 14, Plaintiffs Nevadans for Financial Choice  
3 filed a First Amended Complaint timely adding Initiative Petition S-03-2024 to their  
4 challenge.

5 On January 29, Plaintiff DailyPay, Inc. (“DailyPay”) filed a Complaint for  
6 Declaratory and Injunctive Relief challenging the legal sufficiency of both Initiative  
7 Petition S-01-2024 and Initiative Petition S-03-2024, pursuant to NRS 295.061.

8 On January 29, Plaintiffs Preferred Capital Funding - Nevada, LLC and  
9 Alliance For Responsible Consumer Legal Funding (collectively, “Preferred Capital”)  
10 filed a Complaint for Declaratory and Injunctive Relief challenging the legal  
11 sufficiency of both Initiative Petition S-01-2024 and Initiative Petition S-03-2024,  
12 pursuant to NRS 295.061.

13 On February 13, Plaintiffs ActiveHours, Inc. and Stacy Press (collectively,  
14 “ActiveHours”) filed a Complaint for Declaratory and Injunctive Relief challenging  
15 the legal sufficiency of Initiative Petition S-03-2024, pursuant to NRS 295.061.

16 On or about February 22, the parties stipulated to, and the Court ordered, that  
17 the filed suits be consolidated into one action to make the matter more efficient in  
18 terms of judicial economy, and the parties agreed to a briefing schedule. After  
19 briefing, the Court held hearing on the consolidated matters on March 22, 2024.

## 20 **B. CONCLUSIONS OF LAW**

### 21 **1. The Petition Does Not Violate Nevada’s Single Subject Rule**

22 NRS 295.009(1) provides that “[e]ach petition for initiative or referendum must  
23 ... [e]mbrace but one subject and matters necessarily connected therewith and  
24 pertaining thereto.” Subsection 2 of that statute explains that an initiative “embraces  
25 but one subject and matters necessarily connected therewith and pertaining thereto,  
26 if the parts of the proposed initiative ... are functionally related and germane to each  
27 other in a way that provides sufficient notice of the general subject of, and of the  
28 interests likely to be affected by, the proposed initiative.” NRS 295.009(2).

1       The single-subject requirement “facilitates the initiative process by preventing  
2 petition drafters from circulating confusing petitions that address multiple subjects.”  
3 *Nevadans for the Prot. of Prop. Rights, Inc. v. Heller*, 122 Nev. 894, 902, 141 P.3d  
4 1235, 1240 (2006). Thus, “the single-subject requirement helps both in promoting  
5 informed decisions and in preventing the enactment of unpopular provisions by  
6 attaching them to more attractive proposals or concealing them in lengthy, complex  
7 initiatives (i.e., logrolling).” *Las Vegas Taxpayer Accountability Comte. v. City Council*  
8 *of City of Las Vegas*, 125 Nev. 165, 176-77, 208 P.3d 429, 436-37 (2009).

9       In considering single-subject challenges, courts must first determine the  
10 initiative’s purpose or subject. “To determine the initiative’s purpose or subject, this  
11 court looks to its textual language and the proponents’ arguments.” *Las Vegas*  
12 *Taxpayer*, 125 Nev. at 180, 208 P.3d at 439. Courts also will look at whether the  
13 description of effect articulates an overarching purpose and explains how provisions  
14 relate to a single subject. *Id.*

15       Furthermore, and most recently, in *Helton v. Nevada Voters First PAC*, 138  
16 Nev. Adv. Op. 45, 512 P.3d 309 (2022), the Nevada Supreme Court stated that “even  
17 if an initiative petition proposes more than one change, each of which could be  
18 brought in separate initiative petitions, the proper consideration is whether the  
19 changes are functionally related and germane to each other and the petition’s  
20 subject.” *Id.*, 512 P.3d at 314. The Court found that “(b)oth categories of changes  
21 proposed in the ... initiative concern the election process in Nevada and more  
22 specifically how candidates for the specifically defined partisan offices are presented  
23 to voters and elected.” *Id.*, 512 P.3d at 314-15.

24       In this case, the Court finds that the primary purpose of the Petition is to limit  
25 interest rates on consumer loan transactions, and that all components of the Petition  
26 are functionally related and germane to that purpose. The Court finds that the  
27 Petition limits consumer interest rates on the transactions it defines as loans to 36%  
28 annually. Each of the provisions of the Petition either establish that limit, make

1 conforming or ancillary changes to other statutes, or—in the case of the Sections 10  
2 through 14, provide enforcement mechanisms necessary and germane to the  
3 operation of the Petition’s purpose. Further, the Court finds that the Petition’s text,  
4 its description, and the arguments of the Proponents in briefing and at hearing of  
5 effect confirm the Petition’s primary purpose. Therefore, this Court finds that  
6 Initiative Petition S-03-2024 does not violate NRS 295.009(1)(a)’s single-subject  
7 requirement.

## 8           **2.     The Petition’s Descriptions Of Effect Is Legally Adequate**

9           Under NRS 295.009(1)(b), every initiative must “[s]et forth, in not more than  
10 200 words, a description of the effect of the initiative or referendum if the initiative  
11 or referendum is approved by the voters.” The purpose of the description is to “prevent  
12 voter confusion and promote informed decisions.” *Nevadans for Nev. v. Beers*, 122  
13 Nev. 930, 939, 142 P.3d 339, 345 (2006). Thus, “[t]he importance of the description of  
14 effect cannot be minimized, as it is what the voters see when deciding whether to  
15 even sign a petition.” *Coal. for Nev.’s Future v. RIP Com. Tax, Inc.*, No. 69501, 2016  
16 WL 2842925 at \*2 (2016) (unpublished disposition) (citing *Educ. Initiative PAC v.*  
17 *Comm. to Protect Nev. Jobs*, 129 Nev. 35, 37, 293 P.3d 874, 876 (2013)). “[T]he  
18 description of effect may hold even more impact with respect to a referendum, since  
19 merely gathering sufficient signatures to place a referendum on the ballot guarantees  
20 a change to the law regardless of the election’s outcome.” *Id.* (citing Nev. Const.  
21 art. 19, § 1(3) (providing that, if the voters approve the referendum, the statute “shall  
22 stand as the law of the state and shall not be amended, annulled, repealed, set aside,  
23 suspended or in any way made inoperative except by the direct vote of the people,”  
24 and if the voters disapprove the statute or resolution, it is rendered void)).

25           The Nevada Supreme Court has repeatedly held that “a description of effect  
26 must be straightforward, succinct, and non-argumentative, and it must not be  
27 deceptive or misleading.” *Educ. Initiative PAC*, 129 Nev. at 42, 293 P.3d at 879  
28 (internal quotation marks and citation omitted). It must also “explain the[]

1 ramifications of the proposed amendment” in order to allow voters to make an  
2 informed decision. *Nev. Judges Ass’n v. Lau*, 112 Nev. 51, 59, 910 P.2d 898, 903  
3 (1996).

4 This Court finds that the Petition’s description of effect meets the  
5 requirements of Nevada law. The description of effect is straightforward, succinct,  
6 under 200 words, and there is no basis for a finding of any argumentative language.  
7 The description proceeds, succinctly and directly, through (1) a general statement of  
8 the Petition’s purpose; (2) a neutral and accurate statement of current law regarding  
9 interest rate limitations; (3) a description of the transactions to which the proposed  
10 cap would apply; and (4) a statement of enforcement aspects of the proposal. The  
11 Court finds that Plaintiffs fail to meet the burden of showing that the Petition’s  
12 description of effect does not comply with NRS 295.009. Therefore, the Court finds  
13 the description of effect for Initiative Petition S-03-2024 satisfies Nevada’s  
14 NRS 295.009 requirement as the plain language of the description is straightforward,  
15 succinct, and non-argumentative.

### 16 3. The Petition Does Not Contain An Unfunded Mandate

17 Article 19, section 2(1) of the Nevada Constitution provides that the initiative  
18 process is “subject to the limitations of Article 19, Section 6, which “does not permit  
19 the proposal of any statute or statutory amendment which makes an appropriation  
20 or otherwise requires the expenditure of money, unless such statute or amendment  
21 also imposes a sufficient tax, not prohibited by the constitution, or otherwise  
22 constitutionally provides for raising the necessary revenue.” As the Nevada Supreme  
23 Court holds, Section 6 applies to all proposed initiatives. *Rogers v. Heller*, 117 Nev.  
24 169, 173, 18 P.3d 1034, 1036 (2001). The primary purpose behind this requirement is  
25 to ensure that no initiative is presented to the voters without funding provisions when  
26 the initiative requires an appropriation or expenditure.

27 “[A]n appropriation is the setting aside of funds, and an expenditure of money  
28 is the payment of funds.” *Rogers v. Heller*, 117 Nev. 169, 173, 18 P.3d 1034, 1036

1 (2001). “A necessary appropriation or expenditure in *any* set amount or percentage is  
2 a new requirement that otherwise does not exist.” *Id.*, 117 Nev. at 176. “[A]n initiative  
3 makes an appropriation or expenditure when it leaves budgeting officials no  
4 discretion in appropriating or expending the money mandated by the initiative—the  
5 budgeting official must approve the appropriation or expenditure, regardless of any  
6 other financial considerations.” *Herbst Gaming, Inc. v. Heller*, 122 Nev. 877, 890, 141  
7 P.3d 1224, 1233 (2006).

8       Here, this Court finds that plaintiffs do not provide any evidence regarding the  
9 expected unfunded expenditures or costs they insist come along with the Petition, but  
10 rather argue that increased regulation must somehow necessarily increase the  
11 workload of state personnel, and therefore will increase state expenditures in some  
12 form. While the Court is not unsympathetic to that argument, Nevada Supreme  
13 Court case law authority interpreting Article 19, Section 6 does not support  
14 invalidating a proposed ballot measure on those grounds. This Petition does not  
15 require specific enforcement procedures, creates no additional regulatory bodies or  
16 agencies, and Plaintiffs cannot point to specific instances of mandatory, non-  
17 discretionary appropriations that would have to be made should this Petition become  
18 law. Therefore, the Court finds that Plaintiffs fail to meet the burden of showing that  
19 the Petition violates Article 19, Section 6 of the Nevada Constitution.

#### 20       **4. The Petition Does Not Violate Article 19, Section 3**

21       Under Article 19, Section 3 of the Nevada Constitution, proponents must  
22 “include the full text of the measure proposed” with their initiative petition. Nev.  
23 Const. art. 19, § 3. Plaintiffs DailyPay and Nevadans for Financial Choice make “full-  
24 text” arguments against the Petition. This Court rejects plaintiffs’ arguments and  
25 finds that the Petition contains every provision that is proposed to be circulated for  
26 signatures and to considered by the electorate, and that therefore there is no violation  
27 of Article 19, Section 3.

28       Furthermore, this Court rejects the other various challenges to the Petition’s



1 legal sufficiency.<sup>2</sup>

2 **ORDER**

3 Based on the foregoing findings of fact and conclusions of law:

4 1. **IT IS THEREFORE ORDERED** and declared that Initiative Petition  
5 S-03-2024 is legally sufficient.

6 2. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
7 S-03-2024 does not violate Nevada's single subject rule.

8 3. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
9 S-03-2024's description of effect meets the requirements of Nevada law.

10 4. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
11 S-03-2024 does not contain an unfunded mandate.

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24 <sup>2</sup> To the extent other arguments were raised by any Plaintiffs, like DailyPay's  
25 contention that the Petition is a referendum instead of an initiative, the Court has  
26 considered them and finds them without merit. The Petition does not change a single  
27 word of SB 290 (2023). Further, the Petition makes numerous amendments to Nevada  
28 statutes, and creates new statutory sections; therefore the Petition is a statutory  
initiative pursuant to Article 19, Section 2(3).



# **EXHIBIT 3**

1 BRADLEY S. SCHRAGER, ESQ. (SBN 10217)  
DANIEL BRAVO, ESQ. (SBN 13078)  
2 BRAVO SCHRAGER LLP  
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5 Attorneys for Kate Feldman and  
Intervenor-Defendant

6  
7 **IN THE FIRST JUDICIAL DISTRICT COURT**  
8 **OF THE STATE OF NEVADA IN AND FOR CARSON CITY**

9 NEVADANS FOR FINANCIAL CHOICE,  
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14 Nonprofit Corp., and FRANCISCO V.  
AGUILAR, in his official capacity as  
15 Nevada Secretary of State,

16 Defendants,

Lead Case No.: 24 OC 00018 1B  
Dept. No.: II

Consolidated with

17  
18 DAILYPAY, INC., a Delaware  
Corporation,

19 Plaintiff,

20 vs.

21 FRANCISCO V. AGUILAR, in his official  
22 capacity as NEVADA SECRETARY OF  
STATE,

23 Defendant,

24 and

25 STOP PREDATORY LENDING NV, a  
26 Nevada Nonprofit Corp., and  
KATE FELDMAN, an individual,

27 Intervenor-Defendants.  
28

Case No.: 24 OC 00021 1B  
Dept. No.: II

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PREFERRED CAPITAL FUNDING-  
NEVADA, LLC, a Nevada limited liability  
company, and ALLIANCE FOR  
RESPONSIBLE CONSUMER LEGAL  
FUNDING, an Illinois nonprofit  
corporation,

Plaintiffs,

vs.

FRANCISCO V. AGUILAR, in his official  
capacity as NEVADA SECRETARY OF  
STATE, and KATE FELDMAN, an  
individual,

Defendants,

and

STOP PREDATORY LENDING NV, a  
Nevada Nonprofit Corp.,

Intervenor-Defendant.

ACTIVEHOURS, INC., a Delaware  
corporation; STACY PRESS, an  
individual,

Plaintiffs,

vs.

KATE FELDMAN, an individual; STOP  
PREDATORY LENDING NV, a Nevada  
Nonprofit Corp.; and FRANCISCO V.  
AGUILAR, in his official capacity as  
NEVADA SECRETARY OF STATE,

Defendants.

Case No.: 24 OC 00023 1B

Dept. No.: I

Case No.: 24 OC 00029 1B

Dept. No.: I

**NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF**  
**LAW AND ORDER**

NOTICE IS HEREBY GIVEN that the FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND ORDER DENYING PLAINTIFFS' LEGAL  
CHALLENGE TO INITIATIVE PETITION S-03-2024 was entered in the above-

1 captioned matter on the 15<sup>th</sup> of April, 2024. A true and correct copy is attached  
2 hereto as Exhibit 1.

3 **AFFIRMATION**

4 The undersigned hereby affirm that the foregoing document does not contain  
5 the social security number of any person.

6 DATED this 15th day of February, 2024.

7 **BRAVO SCHRAGER LLP**

8  
9 By: 

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17 *Attorneys for Kate Feldman and Intervenor-Defendant*



**CERTIFICATE OF SERVICE**

I hereby certify that on this 15th day of February, 2024, I served the foregoing  
**NOTICE OF ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW  
AND ORDER** via electronic mail, per the February 22, 2024, Stipulation and  
Scheduling Order of the Court, as follows:

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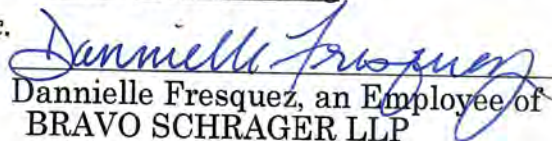
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**INDEX OF EXHIBITS**

Exhibit No.	Document Title	No. of Pages
1	Findings of Fact and Conclusions of Law And Order Denying Plaintiffs' Legal Challenge to Initiative Petition S-03-2024	10



# EXHIBIT 1

# EXHIBIT 1

REC'D & FILED

7/20/15, 2024

Date

WILLIAM SCOTT HOEN  
CLERK

IN THE FIRST JUDICIAL DISTRICT COURT B Deputy  
OF THE STATE OF NEVADA IN AND FOR CARSON CITY

NEVADANS FOR FINANCIAL CHOICE,  
a Nevada Political Action Committee, and  
CHRISTINA BAUER, an individual,

Plaintiffs,

vs.

KATE FELDMAN, an individual, STOP  
PREDATORY LENDING NV, a Nevada  
Nonprofit Corp., and FRANCISCO V.  
AGUILAR, in his official capacity as  
Nevada Secretary of State,

Defendants.

DAILYPAY, INC., a Delaware  
Corporation,

Plaintiff,

vs.

FRANCISCO V. AGUILAR, in his official  
capacity as NEVADA SECRETARY OF  
STATE,

Defendant,

and

STOP PREDATORY LENDING NV, a  
Nevada Nonprofit Corp., and  
KATE FELDMAN, an individual,

Intervenor-Defendants.

Lead Case No.: 24 OC 00018 1B

Dept. No.: II

Consolidated with

Case No.: 24 OC 00021 1B

Dept. No.: II

BRAVO SCHRAGER LLP

1  
2 PREFERRED CAPITAL FUNDING-  
3 NEVADA, LLC, a Nevada limited liability  
4 company, and ALLIANCE FOR  
5 RESPONSIBLE CONSUMER LEGAL  
6 FUNDING, an Illinois nonprofit  
7 corporation,

8 Plaintiffs,

9 vs.

10 FRANCISCO V. AGUILAR, in his official  
11 capacity as NEVADA SECRETARY OF  
12 STATE, and KATE FELDMAN, an  
13 individual,

14 Defendants,

15 and

16 STOP PREDATORY LENDING NV, a  
17 Nevada Nonprofit Corp.,

18 Intervenor-Defendant.

19 ACTIVEHOURS, INC., a Delaware  
20 corporation; STACY PRESS, an  
21 individual,

22 Plaintiffs,

23 vs.

24 KATE FELDMAN, an individual; STOP  
25 PREDATORY LENDING NV, a Nevada  
26 Nonprofit Corp.; and FRANCISCO V.  
27 AGUILAR, in his official capacity as  
28 NEVADA SECRETARY OF STATE,

Defendants.

Case No.: 24 OC 00023

Dept. No.: I

BY

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2024 APR 18 11:11  
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Case No.: 24 OC 00029 1B

Dept. No.: I

23 **FINDINGS OF FACT AND CONCLUSIONS OF LAW AND ORDER**  
24 **DENYING PLAINTIFFS' LEGAL CHALLENGE**  
25 **TO INITIATIVE PETITION S-03-2024**

26 This matter came before this Court following four complaints, filed by four  
27 different sets of plaintiffs, pursuant to NRS 295.061, challenging the legal sufficiency  
28 of Initiative Petition S-03-2024 (the "Petition"). On January 24, 2024, Kate Feldman  
filed Initiative Petition S-03-2024 with the Nevada Secretary of State (the

1 "Secretary").

2 The Court, having reviewed the papers and pleadings on file, considered the  
3 matter, being fully advised, and good cause appearing, finds, concludes, and orders  
4 as follows:

5 **FINDINGS OF FACT AND CONCLUSIONS OF LAW<sup>1</sup>**

6 **A. FINDINGS OF FACT**

7 **1. Initiative Petition S-03-2024**

8 On January 24, 2024, Kate Feldman, on behalf of Stop Predatory Lending NV,  
9 filed the Petition with the Secretary. The Petition seeks to amend the Nevada Revised  
10 Statutes by adding thereto a new Chapter, to be designated Chapter 604D:  
11 Preventing Predatory Payday and Other Loans Act.

12 The Petition includes a description of effect as required by NRS 295.009(1)(b),  
13 which reads, in full:

14 This measure addresses high-interest lending practices by  
15 establishing maximum interest rates charged to consumers.

16 Currently, most consumer loans have no interest rate cap. The  
17 proposed cap would set a maximum interest rate of 36% annually on  
18 the unpaid balance of the amount financed, and would apply to  
19 consumer loans; deferred-deposit transactions ("payday loans"); title  
20 loans; and other loan types dependent on future earnings and  
21 income.

19 The initiative also prohibits evading the interest rate cap by  
20 structuring transactions to mask their nature as loans covered by  
21 this measure, or partnering with out-of-state lenders to violate the  
22 rate cap. The initiative voids transactions that violate the cap, and  
23 establishes civil penalties.

22 **2. Procedural History**

23 On January 26, 2024, Plaintiffs Nevadans For Financial Choice and Christina  
24 Bauer (collectively, "Nevadans for Financial Choice" or "NFFC") filed a Complaint for  
25 Declaratory and Injunctive Relief challenging the legal sufficiency of Initiative  
26

27 <sup>1</sup> Any findings of fact which are more appropriately considered conclusions of  
28 law shall be treated as such, and any conclusions of law which are more appropriately  
considered findings of fact shall be treated as such.



1 Petition S-01-2024, pursuant to NRS 295.061, and a Brief in Support of the  
2 Complaint. Subsequently, on February 14, Plaintiffs Nevadans for Financial Choice  
3 filed a First Amended Complaint timely adding Initiative Petition S-03-2024 to their  
4 challenge.

5 On January 29, Plaintiff DailyPay, Inc. ("DailyPay") filed a Complaint for  
6 Declaratory and Injunctive Relief challenging the legal sufficiency of both Initiative  
7 Petition S-01-2024 and Initiative Petition S-03-2024, pursuant to NRS 295.061.

8 On January 29, Plaintiffs Preferred Capital Funding - Nevada, LLC and  
9 Alliance For Responsible Consumer Legal Funding (collectively, "Preferred Capital")  
10 filed a Complaint for Declaratory and Injunctive Relief challenging the legal  
11 sufficiency of both Initiative Petition S-01-2024 and Initiative Petition S-03-2024,  
12 pursuant to NRS 295.061.

13 On February 13, Plaintiffs ActiveHours, Inc. and Stacy Press (collectively,  
14 "ActiveHours") filed a Complaint for Declaratory and Injunctive Relief challenging  
15 the legal sufficiency of Initiative Petition S-03-2024, pursuant to NRS 295.061.

16 On or about February 22, the parties stipulated to, and the Court ordered, that  
17 the filed suits be consolidated into one action to make the matter more efficient in  
18 terms of judicial economy, and the parties agreed to a briefing schedule. After  
19 briefing, the Court held hearing on the consolidated matters on March 22, 2024.

## 20 **B. CONCLUSIONS OF LAW**

### 21 **1. The Petition Does Not Violate Nevada's Single Subject Rule**

22 NRS 295.009(1) provides that "[e]ach petition for initiative or referendum must  
23 ... [e]mbrace but one subject and matters necessarily connected therewith and  
24 pertaining thereto." Subsection 2 of that statute explains that an initiative "embraces  
25 but one subject and matters necessarily connected therewith and pertaining thereto,  
26 if the parts of the proposed initiative ... are functionally related and germane to each  
27 other in a way that provides sufficient notice of the general subject of, and of the  
28 interests likely to be affected by, the proposed initiative." NRS 295.009(2).

1       The single-subject requirement “facilitates the initiative process by preventing  
2 petition drafters from circulating confusing petitions that address multiple subjects.”  
3 *Nevadans for the Prot. of Prop. Rights, Inc. v. Heller*, 122 Nev. 894, 902, 141 P.3d  
4 1235, 1240 (2006). Thus, “the single-subject requirement helps both in promoting  
5 informed decisions and in preventing the enactment of unpopular provisions by  
6 attaching them to more attractive proposals or concealing them in lengthy, complex  
7 initiatives (i.e., logrolling).” *Las Vegas Taxpayer Accountability Comte. v. City Council*  
8 *of City of Las Vegas*, 125 Nev. 165, 176-77, 208 P.3d 429, 436-37 (2009).

9       In considering single-subject challenges, courts must first determine the  
10 initiative’s purpose or subject. “To determine the initiative’s purpose or subject, this  
11 court looks to its textual language and the proponents’ arguments.” *Las Vegas*  
12 *Taxpayer*, 125 Nev. at 180, 208 P.3d at 439. Courts also will look at whether the  
13 description of effect articulates an overarching purpose and explains how provisions  
14 relate to a single subject. *Id.*

15       Furthermore, and most recently, in *Helton v. Nevada Voters First PAC*, 138  
16 Nev. Adv. Op. 45, 512 P.3d 309 (2022), the Nevada Supreme Court stated that “even  
17 if an initiative petition proposes more than one change, each of which could be  
18 brought in separate initiative petitions, the proper consideration is whether the  
19 changes are functionally related and germane to each other and the petition’s  
20 subject.” *Id.*, 512 P.3d at 314. The Court found that “(b)oth categories of changes  
21 proposed in the ... initiative concern the election process in Nevada and more  
22 specifically how candidates for the specifically defined partisan offices are presented  
23 to voters and elected.” *Id.*, 512 P.3d at 314-15.

24       In this case, the Court finds that the primary purpose of the Petition is to limit  
25 interest rates on consumer loan transactions, and that all components of the Petition  
26 are functionally related and germane to that purpose. The Court finds that the  
27 Petition limits consumer interest rates on the transactions it defines as loans to 36%  
28 annually. Each of the provisions of the Petition either establish that limit, make

1 conforming or ancillary changes to other statutes, or—in the case of the Sections 10  
2 through 14, provide enforcement mechanisms necessary and germane to the  
3 operation of the Petition’s purpose. Further, the Court finds that the Petition’s text,  
4 its description, and the arguments of the Proponents in briefing and at hearing of  
5 effect confirm the Petition’s primary purpose. Therefore, this Court finds that  
6 Initiative Petition S-03-2024 does not violate NRS 295.009(1)(a)’s single-subject  
7 requirement.

8       **2. The Petition’s Descriptions Of Effect Is Legally Adequate**

9       Under NRS 295.009(1)(b), every initiative must “[s]et forth, in not more than  
10 200 words, a description of the effect of the initiative or referendum if the initiative  
11 or referendum is approved by the voters.” The purpose of the description is to “prevent  
12 voter confusion and promote informed decisions.” *Nevadans for Nev. v. Beers*, 122  
13 Nev. 930, 939, 142 P.3d 339, 345 (2006). Thus, “[t]he importance of the description of  
14 effect cannot be minimized, as it is what the voters see when deciding whether to  
15 even sign a petition.” *Coal. for Nev.’s Future v. RIP Com. Tax, Inc.*, No. 69501, 2016  
16 WL 2842925 at \*2 (2016) (unpublished disposition) (citing *Educ. Initiative PAC v.*  
17 *Comm. to Protect Nev. Jobs*, 129 Nev. 35, 37, 293 P.3d 874, 876 (2013)). “[T]he  
18 description of effect may hold even more impact with respect to a referendum, since  
19 merely gathering sufficient signatures to place a referendum on the ballot guarantees  
20 a change to the law regardless of the election’s outcome.” *Id.* (citing Nev. Const.  
21 art. 19, § 1(3) (providing that, if the voters approve the referendum, the statute “shall  
22 stand as the law of the state and shall not be amended, annulled, repealed, set aside,  
23 suspended or in any way made inoperative except by the direct vote of the people,”  
24 and if the voters disapprove the statute or resolution, it is rendered void)).

25       The Nevada Supreme Court has repeatedly held that “a description of effect  
26 must be straightforward, succinct, and non-argumentative, and it must not be  
27 deceptive or misleading.” *Educ. Initiative PAC*, 129 Nev. at 42, 293 P.3d at 879  
28 (internal quotation marks and citation omitted). It must also “explain the[]



1 ramifications of the proposed amendment" in order to allow voters to make an  
2 informed decision. *Nev. Judges Ass'n v. Lau*, 112 Nev. 51, 59, 910 P.2d 898, 903  
3 (1996).

4 This Court finds that the Petition's description of effect meets the  
5 requirements of Nevada law. The description of effect is straightforward, succinct,  
6 under 200 words, and there is no basis for a finding of any argumentative language.  
7 The description proceeds, succinctly and directly, through (1) a general statement of  
8 the Petition's purpose; (2) a neutral and accurate statement of current law regarding  
9 interest rate limitations; (3) a description of the transactions to which the proposed  
10 cap would apply; and (4) a statement of enforcement aspects of the proposal. The  
11 Court finds that Plaintiffs fail to meet the burden of showing that the Petition's  
12 description of effect does not comply with NRS 295.009. Therefore, the Court finds  
13 the description of effect for Initiative Petition S-03-2024 satisfies Nevada's  
14 NRS 295.009 requirement as the plain language of the description is straightforward,  
15 succinct, and non-argumentative.

16 **3. The Petition Does Not Contain An Unfunded Mandate**

17 Article 19, section 2(1) of the Nevada Constitution provides that the initiative  
18 process is "subject to the limitations of Article 19, Section 6, which "does not permit  
19 the proposal of any statute or statutory amendment which makes an appropriation  
20 or otherwise requires the expenditure of money, unless such statute or amendment  
21 also imposes a sufficient tax, not prohibited by the constitution, or otherwise  
22 constitutionally provides for raising the necessary revenue." As the Nevada Supreme  
23 Court holds, Section 6 applies to all proposed initiatives. *Rogers v. Heller*, 117 Nev.  
24 169, 173, 18 P.3d 1034, 1036 (2001). The primary purpose behind this requirement is  
25 to ensure that no initiative is presented to the voters without funding provisions when  
26 the initiative requires an appropriation or expenditure.

27 "[A]n appropriation is the setting aside of funds, and an expenditure of money  
28 is the payment of funds." *Rogers v. Heller*, 117 Nev. 169, 173, 18 P.3d 1034, 1036

1 (2001). "A necessary appropriation or expenditure in *any* set amount or percentage is  
2 a new requirement that otherwise does not exist." *Id.*, 117 Nev. at 176. "[A]n initiative  
3 makes an appropriation or expenditure when it leaves budgeting officials no  
4 discretion in appropriating or expending the money mandated by the initiative—the  
5 budgeting official must approve the appropriation or expenditure, regardless of any  
6 other financial considerations." *Herbst Gaming, Inc. v. Heller*, 122 Nev. 877, 890, 141  
7 P.3d 1224, 1233 (2006).

8 Here, this Court finds that plaintiffs do not provide any evidence regarding the  
9 expected unfunded expenditures or costs they insist come along with the Petition, but  
10 rather argue that increased regulation must somehow necessarily increase the  
11 workload of state personnel, and therefore will increase state expenditures in some  
12 form. While the Court is not unsympathetic to that argument, Nevada Supreme  
13 Court case law authority interpreting Article 19, Section 6 does not support  
14 invalidating a proposed ballot measure on those grounds. This Petition does not  
15 require specific enforcement procedures, creates no additional regulatory bodies or  
16 agencies, and Plaintiffs cannot point to specific instances of mandatory, non-  
17 discretionary appropriations that would have to be made should this Petition become  
18 law. Therefore, the Court finds that Plaintiffs fail to meet the burden of showing that  
19 the Petition violates Article 19, Section 6 of the Nevada Constitution.

#### 20 **4. The Petition Does Not Violate Article 19, Section 3**

21 Under Article 19, Section 3 of the Nevada Constitution, proponents must  
22 "include the full text of the measure proposed" with their initiative petition. Nev.  
23 Const. art. 19, § 3. Plaintiffs DailyPay and Nevadans for Financial Choice make "full-  
24 text" arguments against the Petition. This Court rejects plaintiffs' arguments and  
25 finds that the Petition contains every provision that is proposed to be circulated for  
26 signatures and to considered by the electorate, and that therefore there is no violation  
27 of Article 19, Section 3.

28 Furthermore, this Court rejects the other various challenges to the Petition's

1 legal sufficiency.<sup>2</sup>

2 **ORDER**

3 Based on the foregoing findings of fact and conclusions of law:

4 1. **IT IS THEREFORE ORDERED** and declared that Initiative Petition  
5 S-03-2024 is legally sufficient.

6 2. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
7 S-03-2024 does not violate Nevada's single subject rule.

8 3. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
9 S-03-2024's description of effect meets the requirements of Nevada law.

10 4. **IT IS FURTHER ORDERED** and declared that Initiative Petition  
11 S-03-2024 does not contain an unfunded mandate.

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24 <sup>2</sup> To the extent other arguments were raised by any Plaintiffs, like DailyPay's  
25 contention that the Petition is a referendum instead of an initiative, the Court has  
26 considered them and finds them without merit. The Petition does not change a single  
27 word of SB 290 (2023). Further, the Petition makes numerous amendments to Nevada  
28 statutes, and creates new statutory sections; therefore the Petition is a statutory  
initiative pursuant to Article 19, Section 2(3).

1           5.     **IT IS FURTHER ORDERED** that plaintiffs' challenges to Initiative  
2 Petition S-03-2023 are rejected, and Plaintiffs' complaints are dismissed with  
3 prejudice as to their challenge to Initiative Petition S-03-2023.

4  
5           Dated this 12th day of April, 2024.

6  
7                                 William A. Maddox  
8                                 District Court Judge

9           Respectfully Submitted by:

10          /s/ Bradley S. Schrager  
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