**IN THE SUPREME COURT OF THE STATE OF NEVADA**

***Supreme Court Case No. 88557***



DAILYPAY, INC.; NEVADANS FOR FINANCIAL CHOICE; CHRISTINA BAUER; ACTIVEHOURS, INC.; and STACY PRESS,

*Appellants,*

v.

FRANCISCO V. AGUILAR IN HIS OFFICIAL CAPACITY AS NEVADA SECRETARY OF STATE; ET AL.,

*Respondents.*

# APPELLANTS NEVADANS FOR FINANCIAL CHOICE AND CHRISTINA BAUER'S REPLY BRIEF

On appeal from the First Judicial District Court of the State of Nevada
Case No. 24 OC 00018 1B c/w 24 OC 00021 1B, 24 OC 00023 1B, and 24 OC 00029 1B

Todd L. Bice, Esq., Bar No. 4534
Jordan T. Smith, Esq., Bar No. 12097
Daniel R. Brady, Esq., Bar No. 15508
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100

*Attorneys for Appellants Nevadans for Financial Choice and Christina Bauer*

## NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a) and must be disclosed. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

Appellant Nevadans for Financial Choice is a Nevada Political Action Committee. Appellant Christina Bauer is an individual. Pisanelli Bice PLLC is the only law firm whose attorneys are expected to appear for Appellants Nevadans for Financial Choice and Christina Bauer on appeal. Pisanelli Bice PLLC was also the only law firm who appeared for Appellants Nevadans for Financial Choice and Christina Bauer below.

DATED this 1st day of October, 2024.

PISANELLI BICE PLLC

By: */s/ Todd L. Bice*
Todd L. Bice, Esq., #4534
Jordan T. Smith, Esq., #12097
Daniel R. Brady, Esq., #15508
400 South 7th Street. Suite 300
Las Vegas, Nevada 89101

*Attorneys for Appellants Nevadans for Financial Choice and Christina Bauer*

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## I. INTRODUCTION

While the citizens' power to propose ballot initiatives is broad, it is not unbridled. The Nevada Constitution and the governing statutes provide explicit limits on that power. Among other things, initiatives must address only a single, concrete subject – an initiative cannot pursue multiple subjects or a subject so broad that it can capture almost any proposal. Nor can an initiative logroll the public by using a perceived popular provision to smuggle through what the proponents fear might be an unpopular provision. Next, the initiative's description of effect, in a concise manner, must provide a broad view of the petition, its goals, and how it plans to achieve its goals. While a petition need not list every goal or action, it cannot omit a description of its key provisions. And, finally, to ensure the citizens of Nevada have adequate information to decide whether to sign the petition, it must include the full text of the measure proposed, which includes the full text of the statutes the initiative explicitly proposes to modify.

The petition at issue here, S-03-2024 ("Petition" or "S-03-2024"), fails on all three grounds. Despite Respondents Kate Feldman and Stop Predatory Lending NV's (collectively, "Feldman") attempt to recast the Petition as discrete, it violates the single-subject rule by attempting to regulate a host of financial transactions that are discrete and independent of each other. Feldman's reliance on a purpose of capping interest rates on "consumer loan transactions" reveals this flaw as "consumer loan

transactions" is excessively broad. And Feldman functionally admits the logrolling effect of the Petition's almost-singular focus on "predatory payday loans."

Similarly, the Petition's description of effect fails as it completely omits any mention of the Petition's provision to opt out of the federal Depository Institutions Deregulation and Monetary Control Act of 1980 ("DIDMCA"). Feldman herself concedes that the Petition is meaningless without the opt-out provision, yet no signer would know that from the description of effect. Finally, Feldman's interpretation of the Nevada Constitution's full-text requirement renders Article 19, Section 3 an inkblot with no meaning. But as other courts make clear, a full-text requirement is meaningful as it allows a signer to make an informed decision as to whether to sign the petition. Thus, Feldman's failure to include the full text of the statutes the Petition expressly modifies violates the full-text requirement.

Accordingly, this Court should reverse the district court's order, enjoin the petition from being circulated for signatures, and enjoin the Secretary of State from transmitting the Petition to the Legislature or otherwise putting it on the general election ballot.

## II. ARGUMENT

### A. S-03-2024 Violates the Single-Subject Rule.

#### *1. The initiative power does not permit citizens to promulgate petitions that address multiple subjects.*

Feldman begins by claiming the pre-existing definitions of loans are irrelevant to a single-subject analysis because the people's initiative power is coextensive with the Legislature's legislative power. RAB 11.[1] Because the Legislature may change the definition of loans, Feldman contends, then so too can an initiative. *See id.* at 11, 14. But Feldman's argument misses the mark.

The initiative power is "legislative in nature." *Nevadans for the Prot. of Prop. Rights, Inc. v. Heller*, 122 Nev. 894, 914, 141 P.3d 1235, 1248 (2006). But while this power is "'coequal, coextensive, and concurrent' with that of the Legislature," *id.* (quoting *Gallivan v. Walker*, 54 P.3d 1069, 1080 (Utah 2002)), it is a "limited" power, *Garvin v. Ninth Jud. Dist. Ct.*, 118 Nev. 749, 751, 59 P.3d 1180, 1181 (2002). While the Legislature itself possesses "plenary power to legislature upon every subject" unless expressly limited by the Nevada Constitution, *State v. Lincoln Cnty. Power Dist. No. 1*, 60 Nev. 401, 111 P.2d 528, 530 (1941), even the Legislature may only pass legislation that addresses a single subject, Nev. Const. art. 4, § 17 ("Each law enacted by the Legislature shall embrace but one subject."). The Legislature

[1] Because the Secretary of State takes no position on the legality of the Petition on appeal, "RAB" refers to Feldman's Answering Brief.

itself recognized that the various subjects that S-03-2024 target constitute separate subjects when it passed distinct laws to regulate the discrete subjects that Feldman lumps into one Petition.[2]

In other words, initiatives that seek to change the law do not write on a blank slate. *Cf. Eyman v. Ferguson*, 433 P.3d 863, 869 (Wash. Ct. App. 2019) ("An initiative must be read in light of its various provisions, and in light of the surrounding statutory scheme, rather than in a piecemeal approach."). Here, the Legislature has passed a multitude of bills over time establishing the various statutory schemes regulating these distinct financial transactions. Feldman cannot attempt to regulate every transaction through one single grab-bag Petition. *See Nevadans for the Prot. of Prop. Rights, Inc.*, 122 Nev. at 914, 141 P.3d at 1248 (recognizing the initiative power is "coequal" to the Legislature's power); *see also*

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[2] *See* Act effective Oct. 1, 2019, ch. 378, 2019 Nev. Stat. 2406 (SB 432, establishing NRS 604C.220); Act effective July 1, 2005, ch. 414, 2005 Nev. Stat. 1686 (AB 384, establishing NRS 604A.220); Act of May 29, 1975, ch. 766, 1975 Nev. Stat. 1842 (SB 544, establishing NRS 677.730); Act of Apr. 29, 1975, ch. 292, 1975 Nev. Stat. 380, 386, 389 (AB 495, establishing NRS 672.370, NRS 672.460, and NRS 672.710); Act of Apr. 24, 1971, ch. 495, 1971 Nev. Stat. 979 (SB 343, establishing NRS 662.015); Act of Apr. 22, 1969, ch. 545, 1969 Nev. Stat. 962 (SB 179, establishing NRS 673.3272); Act of Apr. 4, 1965, ch. 312, 1965 Nev. Stat. 664 (AB 440, establishing NRS 97.285); Act of Apr. 7, 1961, ch. 378, 1961 Nev. Stat. 780 (SB 177, establishing NRS 673.225); *see also* 3.AA.452-53 (providing that the statutes created by the Petition control over NRS 97.285, NRS 604A.220, NRS 604C.220, NRS 662.015, NRS 672.370, NRS 672.460, NRS 673.225, NRS 673.3272, and NRS 677.730).

Nev. Const. art. 4, § 17; NRS 295.009(1). Thus, while the Petition may attempt to redefine several financial transactions, it cannot do so when, like here, the distinct financial transactions are separate subjects.

### *2. The Petition's provisions must be germane to each other.*

Relying on *Helton v. Nevada Voters First PAC*[3] and *Nevadans for Reproductive Freedom v. Washington*,[4] Feldman argues that the provisions of S-03-2024 satisfy the single-subject rule because "the Petition simply would not function without all its provisions, all of which actively further the goals the measure purports to achieve." RAB 19-21. But Feldman again misstates the standard.

A petition complies with the single-subject rule where, among other things, each provision "is functionally related and germane to each other and the initiative's purpose or subject." *Helton*, 138 Nev. at 486-87, 512 P.3d at 314. Provisions are functionally related and germane to each other where "the effectiveness of one change would be limited without the other." *Id.* at 487, 512 P.3d at 315; *see also Feldman v. Aguilar*, No. 88526, 2024 WL 3083271, at *1 (Nev. June 20, 2024) (concluding that the provision of a petition that caps interest rates on financial transactions are not functionally related and germane to provisions to protect assets

[3] 138 Nev. 483, 512 P.3d 309 (2022).

[4] 140 Nev., Adv. Op. 28, 546 P.3d 801 (2024).

from garnishment even though the provisions would "work together to address both the front and back ends of the debt cycle").

Here, the various provisions are not functionally related and germane to each other as the provisions function equally well without each other. For example, an interest rate cap on payday loans is just as effective at regulating payday loans regardless of whether there is a similar cap on interest rates on consumer litigation funding transactions or refund anticipation loans. The types of consumer financial transactions are irrelevant to the other transactions that S-03-2024 attempts to regulate. *Cf. Helton*, 138 Nev. at 487, 512 P.3d at 315 (noting that provisions are related and germane to each other if "the effectiveness of one change would be limited without the other").

And Feldman's reliance on *Helton* and *Nevadans for Reproductive Freedom* is misplaced. In *Helton*, this Court concluded that the petition's provisions – instituting ranked choice voting and open primaries – were related and germane to each other because "absent the open-primary change, the ranked-choice voting change would have little practical effect because the closed primary system makes it more likely that voters would have only two candidates to choose from in the general election – the candidates selected by the two major parties in the closed primary election." 138 Nev. at 487, 512 P.3d at 315. Thus, "voters would have no need to rank the general election candidates beyond their first choice." *Id.* Here,

however, the imposition of a cap on interest rates for payday loans is just as effective regardless of whether other financial transactions have a similar (or any) cap on the interest rate.

Further, *Nevadans for Reproductive Freedom* is inapposite. There, the initiative sought to create a constitutional right to reproductive freedom, and delineated several acts that fell within that right. *Nevadans for Reprod. Freedom*, 546 P.3d at 807. Unlike S-03-2024, the petition at issue there did write on a blank slate, as it established a new right under the Nevada Constitution, whereas S-03-2024 merely attempts to regulate financial transactions that the Legislature has already regulated.

Because the provisions of S-03-2024 are not functionally related and germane to each other, it violates the single-subject rule.

### *3. The Petition's purpose is excessively general, and thus violates the single-subject rule.*

Contrary to Feldman's arguments, the excessive-generality test does not require "disparate" provisions or "artificial joinder[s]." RAB 24-25. Rather, an initiative's purpose is excessively general when it is "so broad that a virtually unlimited array of provisions could be considered germane thereto and joined in [the] proposition." *Chem. Specialties Mfrs. Ass'n, Inc. v. Deukmejian*, 278 Cal. Rptr. 128, 133 (Ct. App. 1991), *cited approvingly in Las Vegas Taxpayer Accountability Comm. v. City Council of Las Vegas*, 125 Nev. 165, 181,

208 P.3d 429, 439-40 (2009) (*LVTAC*) (adopting the excessive generality requirement as part of Nevada's single-subject rule analysis); *see also Harbor v. Deukmejian*, 742 P.2d 1290, 1303 (Cal. 1987) (recognizing that an initiative violates the single-subject rule when it contains "disparate provisions" that relate only to "topics of excessive generality").

Even utilizing the single subject crafted by the district court, it is still excessively general as there is no limiting feature regarding what constitutes a consumer loan transaction. (*See* 3.AA.452-53.) As S-03-2024 makes clear, an almost unlimited number of financial transactions – regardless of how fundamentally different they are – fall within the ambit of the Petition. (*Compare id.* at 452 (regulating "[d]eferred deposit loans (also known as payday loans")), *with id.* (regulating "[c]onsumer litigation funding transactions"[5])). Even the list of disparate types of financial transactions is itself only illustrative. (*See* 3.AA.452-53 (providing an illustrative list of "transactions subject to this chapter" that the chapter

[5] Consumer litigation funding is not a loan. *See* NRS 604C.220(2) ("Nothing in this Chapter shall be construed to cause any consumer litigation funding transaction conforming to this chapter to be deemed a loan."). Rather, it is a "nonrecourse transaction" where "[a] consumer litigation funding company provides consumer litigation funding to a consumer" and "[t]he consumer assigns to the company a contingent right to receive an amount of the potential proceeds of a settlement, judgment award or verdict obtained in the legal claim of the consumer." NRS 604C.100. Unlike loans, where a creditor may garnish the wages of a debtor who defaults, the funding company can only be paid if the consumer recovers funds in the case. *See* NRS 604C.360(4).

"include[s], but shall not be limited to")). Thus, much like the petition at issue in *Harbor*, S-03-2024 "encompass[es] any substantive measure which has an effect on" any consumer "loan" transaction. *Cf. Harbor*, 742 P.2d at 1303-04 (recognizing that the subject of "[f]iscal affairs" is excessively general as it "encompass[es] any substantive measure which has an effect on the budge" and "[t]he number and scope of topics germane to 'fiscal affairs' in this sense is virtually unlimited").

*Helton* does not salvage S-03-2024's excessively general subject. In *Helton*, this Court explained that the petition's subject – "the framework by which specified officeholders are presented to voters and elected" – was not excessively general. 138 Nev. at 487, 512 P.3d at 314. Crucially, the "initiative's proposals only apply to the framework of the election of partisan officeholders *as defined in the initiative petition*." *Id.* (emphasis added). Here, S-03-2024 applies to an almost unlimited amount of consumer financial transactions. Despite claiming to apply only to loans, it captures disparate unrelated financial transactions like litigation funding. (3.AA.452-53.) Indeed, Feldman cannot cogently articulate any nexus for litigation funding to so-called payday loans except by resorting to the overbroad topic of consumer financing. But even her inclusion of litigation funding fails that attempted analogy. Litigation funding is not a form of loan. On the face of the Petition, Feldman seeks to regulate attorneys' fees and related litigation costs. There is no nexus here to payday loans.

Moreover, the Petition's scope is virtually unlimited as it applies to a number of other financial transactions that it does not identify or otherwise attempt to define. (*See id.* (providing an illustrative list of "transactions subject to this chapter" that the chapter "include[s], but shall not be limited to")). Because almost any type of consumer financial transaction falls within this subject despite lacking any relatedness, S-03-2024's purported purpose is excessively broad and violates the single-subject rule.

***4. S-01-2024's provisions also constitute logrolling.***

Feldman fools no one with her suggestion that the Petition's repeated reference to "payday" loans and lenders is not an effort to attract support while downplaying other aspects of the Petition's sweeping reach. RAB 25. Public polls are clear: The public overwhelmingly has a negative view of payday loans.[6] Yet consumer litigation funding, which allows plaintiffs to afford litigation they otherwise could not have, is likewise swept into the Petition. Moreover, S-03-2024 uses the boogeyman of payday loans but then includes a catch-all provision that captures any "[l]oans made by a bank, savings bank, savings and loan association, or credit union

[6] Morning Consult, *Interest Rate Cap Polling Results January 2020*, https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/poll-morningconsult-interestratecaps-jan2020_0.pdf (last visited Sept. 23, 2024), ("62% of registered voters report that they have an unfavorable impression of payday lenders, 44% report they have a very unfavorable view of them. Payday lenders lag behind the IRS in terms of favorability.").

organized, chartered or holding a certificate of authority to do business under the laws of this state." (3.AA.453; *see also id.* at 452 ("Notwithstanding any other provision of law, transactions subject to this chapter shall include, but shall not be limited to, the following . . . .")).

By including this broad and undefined catch-all provision (in addition to the multiple distinct subjects), S-03-2024 again violates the single-subject rule by engaging in impermissible logrolling. *See Nevadans for the Prot. of Prop. Rights, Inc.*, 122 Nev. at 923, 141 P.3d at 1254 (Hardesty, J., concurring in part and dissenting in part) (explaining that the prohibition against logrolling serves to "focus[ ] the petition signers' and voters' attention on the one subject to be advanced, without creating confusion over what that subject is, and without making them choose between competing policy goals"); *see also Nevadans for Reprod. Freedom*, 546 P.3d at 807 (explaining that logrolling occurs "when two or more completely separate provisions are combined in a petition, one or both of which would not obtain enough votes to pass without the other").

Further, Feldman's argument that the only "unpopular" act the Petition challenges is "predation" falls flat. The plain language of the Petition itself associates "predation" with payday loans alone. The Petition starts by stating that it "shall be liberally construed to achieve its purposes, which are combatting *predatory payday lending* and other high-cost loans." (3.AA.450(emphasis added).) No other type of

financial transaction is referred to as predatory. (*See id.* at 450-59.) Thus, Feldman reveals that the Petition itself engages in logrolling as the only loans it ever identifies as predatory are what she calls payday loans.

### B. S-03-2024's Description of Effect is Wholly Deficient.

Feldman tacitly concedes that her description of effect is deficient when she claims that the description sufficiently describes its enforcement measures because "everyone is presumed to know the law" and it would otherwise be too "complicated and legally unnecessary" to explain why DIDMCA is included. RAB 30. But while the description of effect must remain under 200 words and need not "delineate every effect that an initiative will have," *id.* at 37-38, 293 P.3d at 876, it cannot omit pertinent or major effects, *Educ. Freedom PAC v. Reid*, 138 Nev., Adv. Op. 47, 512 P.3d 296, 304 (2022).

Here, the description of effect is defective as it fails to mention opting out of DIDMCA. Feldman concedes that DIDMCA is a "complicated" law, RAB 30, and she does not dispute that opting out of DIDMCA is core to the initiative's success, *id.* at 16-17 ("[I]t would be foolish to propose an interest rate cap on consumer loans in Nevada **without** a provision opting out of DIDMCA." (Emphasis in original).) Yet no potential signer would know that by reading the Petition's description of effect, which merely states that the initiative "prohibits evading the interest rate cap by . . . partnering with out-of-state lenders" and provides no explanation of what that

actually means or entails. (*See* 3.AA.460.) By omitting this key information, the description of effect is misleading. *Cf. Educ. Freedom PAC*, 512 P.3d at 304 ("The description of effect omits the need for or nature of the revenue source to fund the proposed education freedom accounts. Because the initiative petition does not include its own funding source, the description of effect is misleading about the impact the proposed change would have on the state's budget.").

Feldman functionally reveals that the description of effect is misleading when she retreats to the principle that people are presumed to know the law. While she argues that such a presumption makes it "unnecessary" to discuss the law in an initiative's description of effect, RAB 30, it is irrelevant where the law requires an initiative proponent to prepare a description of effect that informs potential signers of the broad legal changes the initiative seeks to impose, *see* NRS 295.009(1)(b) (providing that each initiative petition must "[s]et forth, in not more than 200 words, a description of effect of the initiative or referendum if the initiative or referendum is approved by the voters"); *see also LVTAC*, 125 Nev. at 177, 208 P.3d at 437 (explaining that the description of effect "facilitates the constitutional right to meaningfully engage in the initiative process by helping to prevent voter confusion and promote informed decisions" (internal quotation marks omitted)).

### C. S-03-2024 Violates the Full-Text Requirement.

Feldman asserts that "[t]here is no requirement to include the text of any other Nevada statute to which a Petition's provisions may relate."[7] RAB 33. But contrary to Feldman's representation, there is a legal mandate that requires initiative proponents to include the full text of the statutes an initiative expressly modifies: Article 19 of the Nevada Constitution.[8] And while Feldman may treat that provision of the Constitution as an inkblot, it clearly requires the petition include all statutes it

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[7] Feldman's suggestion that the Petition in *Helton* would necessarily violate the full-text requirement is also misguided. RAB 33-34. Cognizant that there would be no full-text violation, the challengers in *Helton* did not make a full-text argument. 138 Nev. at 485-92, 512 P.3d at 313-18 (addressing Helton's single-subject challenge, description-of-effect challenge, and unfunded-mandate argument), and no such challenge was made for good reason: The initiative in *Helton* proposed a constitutional amendment to change the way in which elections that specified partisan offices are conducted. As the initiative directed, the Legislature would then be required to implement enabling legislation. But unlike in that case, Feldman here proposes a statutory initiative which specifically amends and modifies discrete statutory provisions. In seeking to do so, the Nevada Constitution requires that Feldman show the voters those statutory revisions. It appears that Feldman did not want to do so because showing her work would have revealed the massive legislative overhauls that the Petition proposes, which would likely give potential signers pause in supporting such an initiative.

[8] Feldman misrepresents Nevadans for Financial Choice's argument: Nevadans for Financial Choice does not argue that the full-text requirement mandates initiative proponents to include any statute that their petition may affect. Rather, they argue that the full-text requirement requires, at a minimum, that the initiative proponents include the full text of every statute the petition expressly modifies. AOB 20-21. Feldman's attempt to craft this strawman merely reveals the flaws within her arguments.

expressly amends or repeals. *See* Nev. Const. art. 19, § 3 ("Each referendum petition and initiative petition shall include the full text of the measure proposed.").

Feldman suggests that this constitutionally imposed requirement is "novel and dangerous" to the initiative power, RAB 33, but it is neither of those things. In fact, in similar situations, courts have invalidated initiatives where the proponents did not include the full text of the statutes the petition expressly modified. *See, e.g.*, *We Care-Santa Paula v. Herrera*, 42 Cal. Rptr. 3d 577, 578 (Ct. App. 2006) (collecting cases where various courts found initiatives or referendums invalid because the petitions "referenced portions of the general plan by heading and chapter number without including any part of the text" or "referred to the ordinance to be repealed only by number and title").

Here, S-03-2024 does not include every statute that it amends or repeals. For example, it expressly abrogates NRS 604A.220, NRS 604C.220, and NRS 97.285's exclusivity provisions regarding the regulations of certain financial transactions. (*See* 3.AA.452 (providing that the statutes created by the Petition control over NRS 604A.220, NRS 604C.220, and NRS 97.285)). S-03-2024 also expressly obviates any statutory authority to provide loans at greater than 36 percent interest without providing a redline of the necessary changes. (*See id.* at 452-53 (providing that the statutes created by the Petition control over NRS 662.015, NRS 672.370, NRS 672.460, NRS 672.710, NRS 673.225, NRS 673.3272, and NRS 677.730)).

This failure to include those statutes violates the full-text requirement. *See Schs. Over Stadiums v. Thompson*, No. 87613, 2024 WL 2138152, at *1 (Nev. May 13, 2024) (concluding that the referendum petition violated the full-text requirement because it provided only excerpts of SB1, the bill which it sought to overturn portions of, instead of the full text of SB1).

Feldman attempts to distinguish *Schools Over Stadiums*, arguing that it is not "helpful" because the proponents there "had re-ordered and omitted provisions of the 'measure proposed.'" RAB 34 n.9. But the actual opinion does not mention that the proponents "re-ordered" or omitted a portion of the "measure proposed;" rather, this Court expressly concluded that the full-text requirement required the petition to include the entirety of SB 1 "to provide voters the complete context of the proposed measure so that they can understand what the law is now and what the law will be should they approve or disapprove the parts of S.B. 1 that are being submitted to a vote of the people." *Schs. Over Stadiums*, 2024 WL 2138152, at *1. Thus, much like here, the proponents in *Schools Over Stadiums* did not include the entirety of the laws affected by the Petition.

Feldman's reliance on the Secretary of State's digest similarly fails. As an initial matter, the digest serves a completely different purpose than the full-text requirement. The full-text requirement "serves the purpose of ensuring that signers know what they are supporting." *Las Vegas Convention & Visitors Auth. v. Miller*,

124 Nev. 669, 686, 191 P.3d 1138, 1149 (2008) (*LVCVA*). In other words, the full-text requirement "provide[s] sufficient information so that registered voters can intelligently evaluate whether to sign the initiative petition and to avoid confusion." *Wilson v. Cnty. of Napa*, 214 Cal. Rptr. 3d 676, 680 (Ct. App. 2017) (quoting *Mervyn's v. Reyes*, 81 Cal. Rptr. 2d 148, 151 (Ct. App. 1998)).

The Secretary's digest, on the other hand, is prepared only if the Petition is placed on the ballot. *See* NRS 293.250. The digest must be prepared in good faith to allow voters to decide whether to pass an initiative. *See Choose Life Campaign 90 v. Del Papa*, 106 Nev. 802, 807, 801 P.2d 1384, 1387 (1990) (granting mandamus because the Secretary's summary "did not fairly represent the arguments of the opponents to the referendum"). An initiative comes before the citizens for a vote only if (1) the petition collects enough valid signatures and (2) the Legislature declines to adopt the initiative. *See* Nev. Const. art. 19, § 2(3) (providing that an initiative that obtains the requisite signatures must be "transmit[ted]" to the Legislature "as soon as the Legislature convenes and organizes," and that the initiative shall be submitted "to a vote of the voters at the next succeeding general election" if the Legislature either rejects the initiative or does not act on it within 40 days).

Thus, a digest provided several months (or years) after the petition was circulated for signatures does not "ensur[e] that signers know what they are supporting," *LVCVA*, 124 Nev. at 686, 191 P.3d at 1149, or had the information necessary to "intelligently evaluate whether to sign the initiative petition," *Wilson*, 214 Cal. Rptr. 3d at 680. A signer who lacked the full text of the measure proposed may not have signed a petition had he or she been provided the full text of the measure prior to signing the petition. *See LVCVA*, 124 Nev. at 686, 191 P.3d at 1149. Thus, the Secretary of State's later digest on an initiative's impact cannot satisfy the full-text requirement.

But even if the Secretary's digest could salvage an initiative proponent's failure to comply with the full-text requirement, it does not do so here. The digest need only include a "summary" of the existing law and a "summary" of how the initiative "adds to, changes or repeals such existing laws." NRS 293.250(5). By definition, a "summary" is not the "full text" of the law being changed. Accordingly, because S-03-2024 did not include the full text of the statutes it expressly abrogates or otherwise modifies, it violates the Constitution's full-text requirement.

## III. CONCLUSION

This Court should reverse the district court's order and enjoin S-03-2024 from being circulated for signatures or submitted to the Legislature.

DATED this 1st day of October, 2024.

PISANELLI BICE PLLC

By: */s/ Todd L. Bice*

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

*Attorneys for Appellants Nevadans for Financial Choice and Christina Bauer*

## CERTIFICATE OF COMPLIANCE

I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Office Word 2007 in size 14 font in Times New Roman.

I further certify that I have read this brief and it complies with the page- or type-volume limitations of NRAP 40, 40A, or 40B because, excluding the parts of the brief exempted, it is proportionately spaced, has a typeface of 14 points or more, and contains approximately 4,391 words.

Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, including NRAP 28(e)(1), if applicable, which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to

sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 1st day of October, 2024.

PISANELLI BICE PLLC

By: */s/ Todd L. Bice*
Todd L. Bice, Esq., #4534
Jordan T. Smith, Esq., #12097
Daniel R. Brady, Esq., #15508
400 South 7th Street. Suite 300
Las Vegas, Nevada 89101

*Attorneys for Appellants Nevadans for Financial Choice and Christina Bauer*

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Pisanelli Bice, PLLC, and that on this 1st day of October, 2024, I electronically filed and served by electronic mail a true and correct copy of the above and foregoing **APPELLANTS NEVADANS FOR FINANCIAL CHOICE AND CHRISTINA BAUER'S REPLY BRIEF** to all parties registered for electronic service:

*/s/ Kimberly Peets*
An employee of Pisanelli Bice PLLC