No. 25-3

IN THE

Supreme Court of the United States

MALCO ENTERPRISES OF NEVADA, INC.,
A DOMESTIC CORPORATION,

Petitioner,

v.

ALELIGN WOLDEYOHANNES,

Respondent.

On Petition for a Writ of Certiorari to the Supreme Court of Nevada

BRIEF OF WASHINGTON LEGAL FOUNDATION AS AMICUS CURIAE IN SUPPORT OF PETITIONER

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QUESTION PRESENTED

Can a state statute that does not regulate vehicle registration or operation impose vicarious liability on auto-rental and leasing companies for the damages caused by negligent lessees under the Graves Amendment's exception for "financial responsibility laws"?

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INTEREST OF AMICUS CURIAE*

Washington Legal Foundation is a nonprofit, public-interest law firm and policy center with supporters nationwide. WLF promotes free enterprise, individual rights, limited government, and the rule of law. It often appears as an amicus in important preemption cases to help ensure that federal law operates uniformly and efficiently, as Congress intended. *See, e.g., Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906 (2022); *Merck Sharp & Dohme Corp. v. Albrecht*, 587 U.S. 299 (2019).

The Graves Amendment replaced a hodgepodge of state-liability rules with federal clarity. Enacted in 2005, the law shields auto-leasing and rental firms from liability for lessee-caused harms, absent negligence or crime. In so doing, it fostered a national auto-leasing market, squashed baseless lawsuits, and linked liability to fault.

The decision below flouts those aims, imposing vicarious liability on lessors against the Amendment's clear text and purpose. Allowing Nevada to nullify this crucial federal law would invite chaos, undermine the Supremacy Clause, and disrupt the auto-leasing industry. We urge the Court to grant review, uphold the Amendment's preemptive force, and shut down Nevada's outlier take on the Amendment's saving clause.

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* No party's counsel authored any part of this brief. No one, other than Washington Legal Foundation and its counsel, contributed money for preparing or submitting this brief. Filed more than ten days before the response deadline, this brief gives timely notice to all parties of WLF's intent to file.

STATEMENT OF THE CASE

In 2005, Congress inserted the Graves Amendment into the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users. Pub. L. 109-59, 119 Stat. 1144 (2005). The Amendment shields vehicle lessors from vicarious liability for damages caused by lessees, unless the lessor acts negligently or criminally. Its core provision, 49 U.S.C. § 30106(a), declares that lessors "shall not be liable under the law of any State" for damages arising from a leased vehicle's use, provided they are in the rental business and free from fault. The saving clause, § 30106(b), saves from preemption only those state laws imposing "financial responsibility or insurance standards" for "registering or operating vehicles."

Congress aimed to end vicarious liability laws that had bankrupted auto-rental firms and stifled consumer access to a multi-billion-dollar interstate industry. States like New York, Nevada, and Florida (among others) had imposed unlimited liability, forcing firms to exit markets or hike prices. *See* 151 Cong. Rec. H1200 (Mar. 9, 2005). The Amendment sought to restore fair competition and lower costs by establishing a uniform, nationwide leasing market. Sections 30106(a) and (b) thus blend efficiency and fairness, shielding firms from unfair hits while keeping remedies for guilty acts. The events giving rise to this case underscore these policy aims.

In late 2018, an intoxicated Daniel Moore rear-ended Alelign Woldeyohannes while driving a vehicle leased from Malco Enterprises in Las Vegas, Nevada. Pet. App. 2a, 16a–17a. Sky Moore, the lessee, had skipped supplemental liability insurance. *Id.* at 2a.

Woldeyohannes sued Mr. Moore for negligence and Malco for negligent entrustment. *Id.* at 2a, 36a, 37–42a. Mr. Moore defaulted, yielding a $37,886 default judgment. Woldeyohannes then targeted Malco to satisfy that judgment under Nevada Revised Statutes § 482.305, which holds lessors fully liable for all lessee-caused damages if the lessee lacks minimum insurance.

Malco argued that the Graves Amendment preempts NRS § 482.305, but the trial court disagreed, deeming § 482.305 a "financial responsibility law" under the Amendment's saving clause. The Nevada Supreme Court affirmed, citing *Hall v. Enterprise Leasing Co.–West*, 137 P.3d 1104 (2006), a case that does not consider the Graves Amendment and thus cannot justify avoiding preemption. Pet. App. 1a–15a. Because that ruling flouts federal law and imperils a nationwide industry, Malco now seeks review.

SUMMARY OF ARGUMENT

Congress spoke plainly. The Graves Amendment bars States from holding vehicle lessors liable for lessee-caused harms, while preserving only insurance requirements for vehicle registration. 49 U.S.C. § 30106. Congress sought a uniform leasing market, fault-based liability, fewer baseless lawsuits, and lower consumer costs. The Nevada Supreme Court has derailed this design. It upheld NRS § 482.305, a tort-based liability law, as a "financial responsibility" measure under the Amendment's saving clause. This error threatens fragmented markets, unfair liability, costly litigation, and consumer harm.

How did this happen? It wasn't easy. The Nevada Supreme Court had to bend over backward. It began by misreading the Amendment's text. The saving clause, § 30106(b), spares only registration- and licensing-related insurance laws, not tort schemes like NRS § 482.305, which holds lessors liable for lessee negligence. *See Garcia v. Vanguard Car Rental U.S.A., Inc.*, 540 F.3d 1242, 1248 (11th Cir. 2008). Nevada ignored plain text and statutory structure, treating a tort law as regulatory. This distorts Congress's intent and nullifies the Amendment's preemption clause.

Nor is that all. The decision below also relied on an unusually sweeping construction of the saving clause to escape preemption. But this Court has rejected—repeatedly—such expansive readings in other statutes. Indeed, many federal laws contain a broad saving clause that preserves certain state and local remedies. And time and time again, this Court has rejected state and local arguments to preserve state and local remedies, insisting that a saving clause is not some kind of statutory self-destruct mechanism.

The Nevada Supreme Court says otherwise. Its decision undermines Congress's core policy ending the burden of vicarious liability on the auto-rental industry. The return of blameless liability will raise costs and limit rental options. Consumers will bear the cost. Small businesses and low-income renters will face higher prices for fewer vehicles. Courts, too, will suffer as their dockets become clogged with lawsuits targeting deep-pocketed lessors, delaying justice. And Congress's goal of a uniform liability for the auto-rental market will become a dead letter.

This case demands review. In careful, precise language, Congress barred Nevada from doing this. Nevada did it anyway. The auto-leasing industry, vital to interstate commerce, relies on the Amendment's uniform rules. Nevada's outlier decision risks a fractured market and erodes federal supremacy. If States can sidestep clear preemption, Congress's authority under the Supremacy Clause counts for very little. This Court should grant review to restore the Amendment's framework and protect interstate commerce.

ARGUMENT

I. NEVADA'S FLAWED SAVING-CLAUSE CONSTRUCTION DEFIES THIS COURT'S PRECEDENT.

Congress wrote clearly. The Graves Amendment allows for States to set minimal insurance for vehicle registration or operation. 49 U.S.C. § 30106(b). But it strictly bars States from imposing vicarious liability on lessors for lessee-caused harms—even under the guise of financial responsibility. *Id.* § 30106(a).

The Amendment's preemption and saving clauses align to save state motor-vehicle codes mandating insurance for licensing or registration, *not* tort-based liability schemes. The Nevada Supreme Court misread this balance. It upheld NRS § 482.305, which imputes lessee negligence to lessors, a classic vicarious liability scheme. That decision flouts familiar canons, rewrites the saving clause, conflates tort liability with regulation, and ignores precedent. At bottom, it nullifies the Graves Amendment.

A. Nevada's statutory construction is a textual travesty.

Courts interpret statutes, whose text governs. *POM Wonderful LLC v. Coca-Cola*, 573 U.S. 102, 112 (2014). The Graves Amendment, § 30106(a), bars States from imposing vicarious liability on vehicle lessors for lessee-caused harms. Its saving clause, § 30106(b), spares only "financial responsibility or insurance standards" for "registering or operating" vehicles. Nevada's law, NRS § 482.305, holds lessors liable for lessee negligence unless lessees obtain minimum insurance. The Nevada Supreme Court deemed this a "financial responsibility law" under the Amendment. Not so. NRS § 482.305 is a tort scheme, not a registration mandate tied to "registering or operating" vehicles. The decision below mangles text, structure, precedent, and purpose.

First, the text. Congress said "financial responsibility or insurance standards" for "registering or operating" vehicles. NRS § 482.305 doesn't mandate insurance for registration or licensing purposes. Instead, it holds lessors liable for damages caused by lessees, regardless of registration status. The Nevada court erased the words "registering or operating" from the statute. It claimed NRS § 482.305 "steps in" to compensate victims when lessee insurance falls short (Pet. App. 13a, quoting *Hall*, 137 P.3d at 1107). That's tort liability, not a registration requirement. The saving clause's plain words don't stretch that far. Courts read statutes, they don't rewrite them. *United States v. Ron Pair Enters., Inc.*, 489 U.S. 235, 241 (1989).

Second, the structure. The Graves Amendment's broad preemption clause, § 30106(a), bans *all*

state laws that hold lessors liable "by reason of being the owner." NRS § 482.305 does exactly that, tying liability to ownership, not fault. The saving clause is narrow, preserving only licensing- and registration-related insurance mandates. Nevada's high court flipped this. It treated a tort statute as a regulatory one, nullifying the preemption clause. This inverts the statute's design. Congress didn't craft a broad exception to swallow its own rule. *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 145 S. Ct. 1556, 1570 (2025). The Nevada court's sleight-of-hand lets States evade preemption by relabeling tort laws "financial responsibility" regulations. That's not interpretation; it's evasion. *The Emily*, 22 U.S. 381, 389-90 (1824).

Contrary to the Nevada Supreme Court, express preemption receives no thumb on the scale for the States. *Puerto Rico v. Franklin Cal. Tax-Free Tr.*, 579 U.S. 115, 125 (2016) (courts considering "an express pre-emption clause" should "not invoke any presumption against pre-emption"). Instead, courts must focus on plain text, not assumptions about state powers. *Id.* The opinion below fails even to acknowledge *Franklin*, much less honor it.

Altria Grp., Inc. v. Good, 555 U.S. 70, 76 (2008), misread by the Nevada Supreme Court, does not apply. *Altria* involved implied preemption; the Graves Amendment includes an express preemption clause. And here the saving clause narrows to registration or licensing laws. The Nevada Supreme Court's presumption against preemption led the court astray.

Third, the precedent. The Nevada Supreme Court leaned on *Hall*, 137 P.3d at 1107, a 2006 case

predating the Graves Amendment's full effect. Pet. App. 13a-14a. *Hall* described NRS § 482.305 as a "financial responsibility" law because it incentivizes insurance. But *Hall* never grappled with the Graves Amendment's text or purpose, much less the Supremacy Clause. Other courts get it right. The Eleventh Circuit in *Garcia*, 540 F.3d at 1248, held that a Florida law "inducing" insurance didn't qualify as a financial responsibility law under § 30106(b) because it wasn't tied to registration. So too in *Second Child v. Edge Auto, Inc.*, 236 A.D.3d 499, 501-02 (N.Y. App. Div. 2025), which rejected a similar attempt to disguise vicarious liability as an insurance mandate. Nevada stands alone, contradicting these rulings and the Amendment's goal of uniformity.

Fourth, the purpose. Congress passed the Graves Amendment to end the unpredictable chaos of vicarious liability, which had cost the industry $1.2 billion annually and drove firms out of States like New York. *See* 151 Cong. Rec. H1200 (Mar. 9, 2005). Nevada's reading revives that chaos. It lets States impose liability under the guise of insurance regulation, undermining the national market Congress sought to protect.

The Nevada Supreme Court reliance on the legislative history, Pet App. 6a, doesn't help. Opponents worried about tourism States, but supporters clarified that the Amendment preserves only registration-related insurance laws, not tort schemes. 151 Cong. Rec. H1202 (Mar. 9, 2005). Nevada's interpretation turns a narrow exception into a gaping loophole, letting States "easily bypass the scheme." *Abramski v. United States*, 573 U.S. 169, 181-82 (2014). And Nevada's victim-protection rationale doesn't justify

defying preemption, as the Amendment preserves remedies against negligent and criminal parties. *Vargas v. Enter. Leasing Co.*, 60 So. 3d 1037, 1038 (Fla. 2011).

Finally, the logic. The Nevada court argued that NRS § 482.305 applies only when lessors fail to provide insurance, making it a financial responsibility law. Pet. App. 14a. This is a distinction without a difference. Whether liability kicks in directly or after failing to insure, the result is the same: Lessors pay for lessee negligence. This is what the Graves Amendment forbids. Calling it "financial responsibility" doesn't change its character. Preemption doesn't turn on such wordplay. *Engine Mfrs. Ass'n v. S. Coast Air Quality Mgmt. Dist.,* 541 U.S. 246 (2004) (States cannot escape preemption "by disguising [their] regulation as a sales ban"). Nevada's ruling guts the Amendment's core purpose—shielding lessors from liability they can't control.

Nevada's interpretation is a textual and logical mess. It misreads the saving clause, distorts the statute's structure, ignores binding precedent, and subverts Congress's intent. Nevada's textual misstep sets the stage for its defiance of this Court's saving-clause precedent, as shown below.

B. The decision below defies this Court's saving-clause caselaw.

The judgment below drastically expands the Amendment's saving clause beyond anything its text can sustain. This Court has interpreted many saving clauses in federal laws. It has repeatedly refused to let a saving clause derail Congress's carefully

balanced policy aims. This Court's practice of construing saving clauses narrowly is at odds with Nevada's overreach.

1. *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374 (1992). The Airline Deregulation Act (ADA) prohibits States from regulating airline prices, routes, or services. Its saving clause, inherited from the Federal Aviation Act, declares that nothing in the law "shall in any way abridge or alter the remedies now existing at common law or by statute." *Id.* at 378. In *Morales*, plaintiffs claimed this clause preserved state-law deceptive advertising claims.

The Court rejected this argument, holding that "the specific governs the general." *Morales*, 504 U.S. at 385. A saving clause cannot override a specific provision, such as the ADA's regulatory bar, that delineates federal and state authority. *Id.* Similarly, the Graves Amendment's saving clause, narrowly confined to licensing and registration regulations, cannot preserve NRS § 482.305's vicarious liability scheme, which thwarts the federal law's central aim. *See Carton v. Gen. Motors Acceptance Corp.*, 611 F.3d 451, 457 (8th Cir. 2010).

2. *AT&T v. Central Off. Tel., Inc.*, 524 U.S. 214 (1998). The Communications Act of 1934 mandates that carriers sell services at filed rates. Its saving clause states that nothing in the law "shall in any way abridge or alter the remedies now existing at common law or by statute." 47 U.S.C. § 414. A broker's state-law claims, which would have forced AT&T to provide service below filed rates, were preempted.

The Court held that the saving clause "cannot in reason be construed as continuing" rights "absolutely inconsistent with the provisions of the act." *AT&T*, 524 U.S. at 227–28 (quoting *Tex. & Pac. Ry. Co. v. Abilene Cotton Oil Co.*, 204 U.S. 426, 446 (1907)). The act, it insisted, "cannot be held to destroy itself." *Id.* at 228. So too here, the Graves Amendment's saving clause cannot preserve NRS § 482.305, which reinstates vicarious liability in defiance of the federal law's core policy aim.

3. *Geier v. American Honda Motor Co.*, 529 U.S. 861 (2000). The National Traffic and Motor Vehicle Safety Act's saving clause provides that "compliance with" a federal safety standard "does not exempt any person from any liability under common law." *Id.* at 868. When sued for omitting airbags, Honda cited a federal regulation making airbags optional.

The plaintiff invoked the saving clause, but the Court demurred, noting it "has repeatedly declined to give broad effect to saving clauses where doing so would upset the careful regulatory scheme established by federal law." *Id.* at 870. A saving clause "does not bar the ordinary working" of preemption. *Id.* at 869. Because the regulation allowed flexibility, state-law claims requiring airbags were preempted. Similarly, NRS § 482.305, which makes lessors liable for lessee-caused damages, cannot be saved by § 30106(b)'s narrow exception for state laws related to financial responsibility for vehicle registration or operation.

While the Nevada Supreme Court stood on the saving clause to uphold NRS § 482.305, *Morales*, *AT&T*, and *Geier* all wielded specific statutory

provisions to curb the saving clause. Like the saving clause in each of those cases, § 30106(b) is narrowly tailored to preserve specific state powers without undermining federal goals. Nevada's reading clashes with this Court's principle, rooted in adherence to statutory text, that a federal saving clause is not a license for States to erode federal law. It also "make[s] a mockery" of express federal preemption. *Nat'l Meat Ass'n v. Harris*, 565 U.S. 452, 464 (2012). This Court should grant review to vindicate Congress's vital federal interest in uniformity.

II. NEVADA'S RULE UNDERCUTS THE GRAVES AMENDMENT'S CRUCIAL POLICY AIMS.

"[W]hen Congress enacts a valid statute pursuant to its Article I powers, 'state law is naturally preempted to the extent of any conflict with a federal statute.'" *Haaland v. Brackeen*, 599 U.S. 255, 287 (2023) (quoting *Crosby v. Nat'l Foreign Trade Coun.*, 530 U.S. 363, 372 (2000)). This case puts that longstanding preemption rule to the test. If Nevada's high court can simply nullify the Graves Amendment's core policy aims by misconstruing its saving clause, federal law will soon become a dead letter. As shown below, NRS § 482.305 undermines the Graves Amendment in several critical ways.

A. The decision below disrupts a uniform auto-rental market.

The Graves Amendment establishes a uniform national auto-leasing market. The Amendment arose in response to state laws that had raised costs, limited cross-state operations, and reduced affordable vehicle-leasing options. 151 Cong. Rec. H1200 (Mar. 9,

2005). By enabling seamless interstate operations—a chief goal of the Commerce Clause—the Amendment lowers costs, enhances competition, and expands consumer choice.

The Nevada Supreme Court's ruling, by upholding NRS § 482.305 in the face of preemption, undermines this uniformity, inviting other States to enact conflicting liability laws as well. This threatens to return a regulatory patchwork that fragments markets, deters investment, and burdens interstate commerce, all in defiance of both the Supremacy Clause and Congress's intent.

B. The decision below decouples lessor liability from fault.

The Amendment stabilized the auto-rental industry by tying liability to fault, a pillar of fairness in the law. Congress determined that holding lessors liable for lessees' acts defies logic when lessors can't steer the wheel. The Amendment rights this wrong, reserving lessor liability for only negligence or criminal conduct. This fault-based rule promotes equity, deters reckless driving, and avoids punishing blameless firms.

The Nevada Supreme Court's decision, if allowed to stand, threatens to unravel this statutory scheme. Lessors will face erratic liability risks. These mounting risks will likely force price hikes, reduced operations, or even an exodus from risky States. That will destabilize the auto-rental industry. The pre-Amendment experience shows what to anticipate. A 2004 study pegged vicarious liability's annual cost at $1.2 billion nationwide. *See* Congressional Budget

Office, Cost Estimate for H.R. 1123 (2004). Firms fled, and they will do so again unless this Court intervenes.

C. The decision below spurs baseless claims.

The Amendment ends wasteful lawsuits. Before its enactment, vicarious liability laws spurred claims against deep-pocketed lessors, fault or no fault. These suits swamped courts, stalled justice, and enriched plaintiffs' attorneys at the expense of businesses and consumers. By linking liability to negligent or criminal acts, the Amendment targeted responsible parties, not innocent lessors. This focus streamlined civil justice and cabined the societal toll of frivolous claims.

In contrast, the decision below, if left in place, threatens to flood courts with baseless vicarious liability claims. If States may nullify the Amendment's express preemption provision, laws like Nevada's will encourage the targeting of lessors as deep-pocketed defendants, even when lessees are solely at fault. This would inevitably clog courts, delay justice, and unfairly enrich attorneys. Congress intended for the Amendment's fault-based rule to end these abuses, but Nevada has reopened the door to all of them.

D. The decision below will harm consumers.

Finally, the Amendment benefits consumers, as Congress intended. Vicarious liability laws had forced lessors to hike prices or quit markets, choking consumer access to affordable rentals and leases. In New York, for example, vehicle-leasing costs rose 20-

30% before the Amendment. H.R. Rep. No. 109-203, at 4 (2005). By protecting lessors from baseless liability, the Amendment stabilizes prices, ensuring that low-income customers and small businesses can access vehicles for work, travel, and daily needs.

The decision below disrupts those incentives, harming consumers. Higher lessor costs will mean pricier rentals and leases. Small businesses, reliant on affordable vehicles, will face rising expenses, curbing growth and jobs. Low-income individuals, reliant on rentals for mobility, will find options scarce and costs high. These effects will spread beyond Nevada, as lessors adjust nationwide to heightened risks.

* * *

In short, the Graves Amendment delivered uniformity, fairness, economic growth, and consumer welfare. The Nevada Supreme Court's decision, if left in place, stands athwart all these policy aims and invites chaos. This Court should grant review.

III. THIS IS AN IMPORTANT CASE THAT MERITS REVIEW.

This case matters. The auto-rental industry, a multi-billion-dollar sector, relies on mobility, with fleets crossing state lines to meet consumer demand. Uniform liability under the Graves Amendment is essential to this interstate framework. The Nevada Supreme Court's ruling, by upholding NRS § 482.305, fractures this uniformity, risking unpredictable liability and market disruption.

Leased vehicles cross state lines every day. Many companies, especially those with diverse

logistics needs, are leaning toward short-term and long-term leasing to manage risk, ensure predictable payments, and avoid the complexities of managing an aging fleet. In 2023, about 2.7 million cars and light-duty vehicles were sold for fleet use in the United States, with the majority intended for commercial and rental fleet leasing. Cox Automotive, *Fleet Sales Outperformed New-Vehicle Sales* (March 20, 2024), https://perma.cc/Z24U-G2PN. This figure represents a 34% increase from 2022, when fleet sales totaled just over 2 million units. *Id.* The fleet share of total new-vehicle sales in 2023 was 17.5%, aligning with pre-pandemic levels. *Id.*

Without the Graves Amendment's preemptive force, a lessor of vehicles in one State might face vicarious liability rules even if the lessee incurs damage in another State. If Nevada imposes vicarious liability while California follows the Graves Amendment, companies will face uneven and unpredictable risks, distorting insurance and compliance costs. Such disparate liability laws raise costs and sow confusion. We've seen this movie before. *See* Daniel J. Koevary, Note: *Automobile Leasing and the Vicarious Liability of Lessors*, 32 Fordham Urban L. Rev. 101, 115–16 (2005).

Before Congress intervened with the Graves Amendment in 2005, liability laws forced New York firms alone to pay $130 million yearly, slashing vehicle availability by 36%. *See* Brent Steinberg, *The Graves Amendment: Putting to Death Florida's Strict Vicarious Liability Law*, 62 Fla. L. Rev. 795, 800 (2010). Consumers bore the brunt through higher rates and fewer options. Nevada's ruling risks returning that fate nationwide, as firms may soon have to

grapple with a patchwork of liability rules, inviting forum-shopping and litigation.

Nevada's outlier status provides a roadmap for plaintiffs and their attorneys everywhere to circumvent federal law. Nevada's refusal to adhere to the Amendment's text and purpose threatens nationwide uniformity in interstate commerce, as other States likely will feel free to adopt similar liability schemes, further fragmenting the industry.

Above all, if Nevada can defy clear federal preemption here, it may soon challenge federal authority elsewhere—on environmental rules, labor laws, or consumer protections. This erodes Congress's ability to govern. The Court has long protected federal supremacy to ensure a unified national system. *See Gibbons v. Ogden*, 22 U.S. 1, 211 (1824). Allowing decisions like this one to stand invites great mischief.

Some may argue Nevada's law protects vehicle-accident victims. This goal, though laudable, cannot justify breaking federal law. The Graves Amendment balances victim protection with industry stability, preserving remedies against negligent lessors and guilty drivers. Nevada's rule, imposing liability without fault, undermines fairness and efficiency. Victims can always recover through tort claims against responsible parties, making Nevada's law redundant.

True, States need flexibility to regulate local industries. But leasing operates interstate, with vehicles and firms crossing state lines. Congress recognized this, using its Commerce Clause power to set a national uniform standard. State exceptions like

Nevada's disrupt this framework, reviving the inconsistency Congress thought it had ended.

Nevada is free to uphold the State's interests and prerogatives. It should continue its traditional role of regulating when, where, how, and to whom vehicles are registered—including setting financial responsibility and minimum insurance standards. But this Court must intervene when any State openly defies federal law. That is this case. The Supremacy Clause requires the Court's review and ultimate reversal.

CONCLUSION

The Court should grant the petition.

Respectfully submitted,

July 15, 2025

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