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 AMICI CURIAE AMERICAN FINANCIAL SERVICES ASSOCIATION, NATIONAL AUTOMOBILE DEALERS ASSOCIATION, ASSOCIATION OF CONSUMER VEHICLE LESSORS, AND AMERICAN AUTOMOTIVE LEASING ASSOCIATION IN SUPPORT OF PETITIONER

Kenneth F. Rossman, IV
WOMBLE BOND DICKINSON US LLP
1601 19th Street, Ste. 1000
Denver, CO 80202
(303) 623-9000
ken.rossman@wbd-us.com

Scott Hyman
Counsel of Record
WOMBLE BOND DICKINSON US LLP
400 Spectrum Center Dr., Ste. 1700
Irvine, CA 92618
(657) 266-1067
scott.hyman@wbd-us.com

July 18, 2025 *Counsel for Amici Curiae*

SUPREME COURT PRESS ♦ (888) 958-5705 ♦ BOSTON, MASSACHUSETTS

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page

CASES

TABLE OF AUTHORITIES – Continued

Page

STATUTES

CONGRESSIONAL RECORD

OTHER AUTHORITIES

TABLE OF AUTHORITIES – Continued

Page

TABLE OF AUTHORITIES – Continued

Page

INTEREST OF THE AMICI CURIAE

The American Financial Services Association (AFSA), the National Automobile Dealers Association (NADA), the Association of Consumer Vehicle Lessors (ACVL), and the American Automotive Leasing Association (AALA) respectfully submit this brief as *amici curiae* in support of Malco Enterprises of Nevada's Petition for a Writ of Certiorari.[1]

Founded in 1916, AFSA is the national trade association for the consumer credit industry, protecting access to credit and consumer choice. AFSA members provide consumers with many kinds of credit, including traditional installment loans, mortgages, direct and indirect vehicle financing, payment cards, and retail sales finance. AFSA has a broad membership, ranging from large international financial services firms to single-office, independently owned consumer finance companies.

For over 100 years, AFSA has represented financial services companies that hold leadership positions in their markets and conform to the highest standards of customer service and ethical business practices. AFSA supports financial education for consumers of all ages. AFSA advocates before legislative, executive, and judicial bodies on issues affecting its members' interests,

---

[1] Counsel for *amici curiae* affirm that by filing this brief more than ten days before the deadline to file it, they have timely notified all parties. No counsel for a party authored this brief in whole or in part, and no counsel or party other than *amici curiae*, their members, or their counsel made a monetary contribution intended to fund the preparation or submission of this brief.

and many of its members participate in consumer and commercial automobile and truck leasing.

For more than a century, NADA has been the national voice of franchised new-car dealerships. Many of its members engage in consumer and commercial automobile and truck leasing. Founded in 1917, NADA continues to work on behalf of its more than 16,000 members with all branches of government, car and truck manufacturers, the media, and the public. NADA advocates before legislative, executive, and judicial bodies on issues affecting its members' interests.

ACVL is a national trade association for the nation's largest consumer vehicle lessors, including captive and non-captive finance companies, banks, credit unions, and leasing companies. ACVL members originate most of the consumer vehicle leases in the nation. ACVL seeks to keep members informed on leasing industry developments and changes and to cover topics of member interest, all with the highest levels of expertise and integrity. ACVL includes experts in leasing from its membership that serve as Board and Committee Chairs. ACVL provides forums for members, including monthly committee meetings, webinars and in person conferences.

AALA is a national trade organization that represents commercial automotive fleet leasing companies. AALA members own and manage more than 3.5 million vehicles, which are leased to small businesses, nonprofit organizations, government entities, and corporations that usually have smaller divisions or franchises in all 50 states. These vehicles range from passenger cars to cargo vans and trucks that are customized and outfitted to fit business purposes, from electrical and plumbing repair and telecommunications installation

to wholesale food and beverage distribution and fuel delivery. Fleet leasing companies make businesses of all sizes more competitive by allowing customers to focus on their core business activities rather than managing their vehicle fleets.

Amici have a significant interest in this case. Many of their members engage in the commercial and consumer vehicle leasing markets and rely on uniform and predictable protections afforded the industry under federal law. Although the decision on review involves a rental car company, the Graves Amendment, and the underlying concerns it addressed, apply equally to companies that lease vehicles. The decision below threatens this market and will act to chill that ability of amici's members to continue to provide these valuable and highly desired services.

INTRODUCTION AND SUMMARY OF THE ARGUMENT

Prior to passage of the Graves Amendment, vehicle lessors faced an uneven patchwork of state laws regarding vicarious liability. Those laws led many lessors to withdraw from states imposing unlimited vicarious liability on the owners of vehicles for the negligence of lessees involved in accidents. In response, in 2005, Congress passed the Graves Amendment, 49 U.S.C. § 30106, the purpose of which was to establish a uniform, national approach to preserve vehicle leasing in the United States. In the decision on review, however, the Nevada Supreme Court incorrectly determined that the Graves Amendment does not apply to state

laws imposing vicarious liability on rental and leasing businesses unless they provide liability coverage for the drivers of their vehicles in specified amounts. This is a loophole that would eviscerate the Graves Amendment itself and countermand the language and purpose of the Graves Amendment.

Under the Graves Amendment, Congress explicitly preempted state vicarious liability laws: "An owner of a motor vehicle that rents or leases the vehicle to a person . . . shall not be liable under the law of any State" for the negligence of renters or lessees. 49 U.S.C. § 30106(a). Section (b) of the statute excluded from this federal preemption state "financial responsibility laws":

> (b) Financial Responsibility Laws.—Nothing in this section supersedes the law of any State or political subdivision thereof—
>
> (1) imposing financial responsibility or insurance standards on the owner of a motor vehicle for the privilege of registering and operating a motor vehicle; or
>
> (2) imposing liability on business entities engaged in the trade or business of renting or leasing motor vehicles for failure to meet the financial responsibility or liability insurance requirements under State law.

49 U.S.C. § 30106(b).

Courts across the nation have repeatedly read § 30106(b) to merely preserve the ability of states to enact laws requiring vehicle owners to maintain certain levels of insurance as a condition of registering and operating vehicles in the state.

In this case, a Nevada statute, Nev. Rev. Stat. § 482.305, imposes vicarious liability on rental car companies for the negligent acts of their customers unless they ensure those customers have a minimum amount of insurance coverage.[2] Contrary to years of precedent from courts across the nation, the Nevada Supreme Court read § 30106(b) to exempt § 482.305 from preemption. *Malco Enters. of Nevada, Inc. v. Woldeyohannes*, 559 P.3d 875, 881 (Nev. 2024). This absurd result will permit states to evade preemption of vicarious liability altogether simply by incorporating the concept of vicarious liability into their insurance requirements.

The Graves Amendment both preserves commerce and continues the availability of leased vehicles to consumers and businesses by rectifying the damage that had developed in the transportation industry and the American economy from the states that imposed unlimited vicarious liability on non-negligent vehicle owners for the actions of negligent drivers. The *Woldeyohannes* decision undermines the very balanced stability that consumers and businesses have enjoyed during the two decades since the enactment of the Graves Amendment.

---

[2] Even though the Nevada statue itself applies only to short-term (31 days or fewer) vehicles rentals, the Nevada Supreme Court's decision matters to companies involved in long-term leasing because of its potential impact on how other courts will read § 30106(b).

ARGUMENT

I. Vehicle Leasing Represents Significant Economic Activity in the National Economy.

Vehicle leasing plays a crucial role in the U.S. economy by meeting diverse consumer and business needs, supporting the automotive industry, promoting economic activity, and generating revenue. Commercial vehicle leasing companies engaged in consumer leasing are major purchasers of new vehicles, as well as commercial leasing to other businesses, which contributes to the economy in important ways. Similarly, franchised new vehicle dealers deliver a significant percentage of new vehicles to their customers through consumer leases, and commercial leases. This economic activity helps sustain automotive production levels and supports the manufacturing sector. The financial services companies that provide or facilitate consumer vehicles leases also support the automotive ecosystem and its consumers by assisting those customers in acquiring the vehicles they desire. And previously leased vehicles often re-enter the market as used cars after the lease term ends, well maintained and often with lower mileage than purchased vehicles. Thus, vehicle leasing at lease-end provides a steady supply of quality, more affordable vehicles for other consumers as well. Finally, consumer and commercial vehicle leasing and the industries that support it employ a large workforce, including dealers, finance companies, sales staff, mechanics, customer service representatives, and management personnel.

In addition to consumer leasing, commercial vehicle leasing by small businesses or fleet leasing also is a

critical component of the U.S. economy. These arrangements provide businesses with significant flexibility in managing capital expenditures while maintaining modern fleets for their executives, employees, workers, and contractors.

Quantitatively, vehicle leasing is an enormously important part of the automotive industry—one quarter of new vehicles acquired in 2024 were leased. Melinda Zabritski, *Q4 2024, State of the Automotive Finance Market*, Experian, 5 (2025), https://www.experian.com/content/dam/noindex/na/us/automotive/finance-trends/2024/experian-safm-q4-2024.pdf. Automotive sales are a critical part of the U.S. economy. In 2024, there were almost 16 million sales of new, light-duty vehicles. *2024 Annual Financial Profile of America's Franchised New-Car Dealerships*, National Automobile Dealers Association, 8 (2025), https://www.nada.org/media/4695/download?inline. Last year, auto dealership advertising expenditures totaled $9.2 billion. *Id*. at 16. And dealerships employed over 1 million individuals. *Id*. at 17. Consumer leasing plays a particularly significant role in the burgeoning market for electric vehicles (EVs). Over half of all new EVs acquired by individuals in 2024 were leased. *Id*. at 16.

II. Congress Passed the Graves Amendment to Implement a Nationwide Fix for a Problem That Was Undermining the Economic Engine of Vehicle Leasing.

Prior to the 2005 enactment of the Graves Amendment, states created an increasingly growing problem for the vehicle leasing industry. At least fourteen juris-

dictions[3] had imposed vicarious liability on owners of leased vehicles, holding non-negligent owners (*i.e.* vehicle lessors) liable for the negligence of lessees operating the vehicles. A number of those states, including New York, Connecticut, Iowa, and the District of Columbia, exposed lessor/owners of leased vehicles to unlimited liability.

This patchwork of varying state vicarious liability laws left vehicle leasing companies in an untenable position. Leasing companies were subjected to enormous potential judgments,[4] which they could neither anticipate nor economically avoid. Even leasing companies leasing to lessees in states without vicarious liability laws found themselves subject to enormous liability due to their lessees driving the vehicle to a state that permitted unlimited vicarious liability.

For leasing companies, as compared to rental companies, the problem was particularly acute, given the average lifespan of a vehicle lease is much longer than the average length of a short-term rental agreement. *NHTSA Oversight: An Examination of the Highway Safety Provisions of SAFETEA–LU*, Hearing

---

[3] Arizona, California, Connecticut, Delaware, District of Columbia, Florida, Idaho, Iowa, Maine, Michigan, Minnesota, Nevada, New York, Oklahoma, Pennsylvania, Puerto Rico, and Wisconsin. Michael LaPlaca, *Graves Amendment Under Attack*, AUTO RENTAL NEWS (Jan. 1, 2008), https://www.autorentalnews.com/146515/graves-amendment-under-attack.

[4] *E.g. Vasquez v. Christian Herald Ass'n Inc.* 588 N.Y.S.2d 291 (N.Y. App. Div. 1992) (applied New York's vicarious liability statute in an action by New York and Ohio passengers against a Pennsylvania lessor of a van and a New York employer of the lessee, arising out of a collision that occurred on the employer's property in Pennsylvania).

before the Subcomm. on Consumer Protection, Product Safety, and Insurance of the S. Comm. on Commerce, Science, and Transportation, 111th Cong. 84 (2010) ("NHTSA Hearing") (statement of Thomas James, President & CEO, Truck Renting and Leasing Association). Automobiles are generally leased to consumers for three to five years and to businesses for three years. *Id*. Trucks are typically leased to businesses for one to 5 years. *Id*. Especially over these periods of time, the leasing company cannot control where the vehicle is operated—and in what manner the vehicle is operated—during the term of the lease. Lessors were exposed to liabilities for which there was no reasonable method for cost effective protection.

The situation created by vicarious liability laws, and in particular unlimited liability, hamstrung the industry. Indeed, small businesses found themselves out of business due to tort exposure in states in which they did not even operate. *N.Y.'s Vicarious Liability Costly for Consumers and Auto Dealers*, INSURANCE JOURNAL (July 19, 2004), https://www.insurancejournal.com/magazines/mag-features/2004/07/19/44590.htm. And larger businesses were forced to seek to limit exposure—albeit to limited effect—by refusing to do business in certain states. Daniel J. Koevary, *Note, Automobile Leasing and the Vicarious Liability of Lessors*, 32 FORDHAM URBAN L. J. 3, 105 (2005) (noting between 2001 and 2002, "there were over 215 vicarious liability suits against [lessors], seeking a total of $1.6 billion"). But because it is in the very nature of vehicles—and for some commercial vehicles, the very purpose—to be driven across state lines, there was no way for companies to effectively prevent this exposure.

This exposure to liability raised the costs associated with vehicle leasing to consumers and to businesses both in terms of the cost of leasing itself and the requirement that lessees maintain insurance that protected the lessor with significantly high limits. And, it stifled commerce by often eliminating a financing source of new vehicles for consumers and businesses. The vicarious liability laws in this minority of states cost the national industry $100 million a year nationwide, not just in the states that had these laws, because the law where the accident occurs typically governs, and companies could not prevent their vehicles from being driven across state lines. 151 Cong. Rec. H1200 (daily ed. Mar. 9, 2005) (statement of Rep. Graves).

Customers were left with fewer affordable options to lease a new car or truck. Because companies could not obtain adequate insurance against vicarious liability or because it became more uneconomical to do so, companies that continued to lease cars raised their fees by hundreds of dollars. Bill Platt, *Leasing a Chrysler or Mercedes Will Cost More in Four States*, WALL STREET JOURNAL, April 16, 2003, at D7. In 2003 and 2004, 200,000 leasing consumers were estimated to pay an average additional acquisition fee of $524.88 each, or a total of $105 million more to lease a car in New York due to the vicarious liability law. NHTSA Hearing at 107 (prepared statement of NADA). The situation led to a thirty-six percent decline in the number of vehicles leased in New York, according to one study. *Vicarious liability costs New York consumers and businesses millions*, Business Council of New York State (June 18, 2004), https://www.bcnys.org/vicarious-liability-costs-new-york-consumers-and-businesses-millions; *see also* Marc Santora, *Carmakers Limit New*

York Leases, N.Y. TIMES, Apr. 24, 2004, at A1. Indeed, many financial firms stopped leasing cars in New York altogether. Susan Lorde Martin, *Commerce Clause Jurisprudence and the Graves Amendment: Implications for the Vicarious Liability of Car Leasing Companies*, 18 U. FLA. J.L. & PUB. POL'Y 153, 154 (2007).

Congress responded, passing the Graves Amendment to provide a uniform national standard to address this situation, and particularly the problems inherent in the interstate nature of leasing. Congress was aware that the vicarious liability patchwork was damaging the transportation industry and the American economy as a whole. In 2005, Representative Sam Graves introduced a measure "to correct an inequity in the car and truck renting and leasing industry." 151 Cong. Rec. H1200 (statement of Rep. Graves). This became the "Graves Amendment."

Members of Congress explained the purpose of the Graves Amendment was to "establish a fair national standard for liability." 151 Cong. Rec. H1200 (statement of Rep. Blunt); *see also* H1202 (statement of Rep. Smith) (purpose was to "create a national standard").

> Though only a few States enforce laws that threaten nonnegligent companies with unlimited vicarious liability, they affect consumers and businesses from all 50 States. Vicarious liability means higher consumer costs in acquiring vehicles and buying insurance and means higher commercial costs for the transportation of goods. Left unreformed, these laws could have a devastating effect on an increasing number of small businesses that have done nothing wrong.

151 Cong Rec. S5433–03 (daily ed. May 18, 2005) (statement of Sen. Santorum).

Members of Congress stated they believed they were adopting a rule that was fair both to motor vehicle owners and accident victims: It would eliminate liability for actions where the motor vehicle operator was not actually at fault, but leave state actions for negligence (*e.g.*, negligent maintenance or entrustment) intact. *See* 151 Cong. Rec. H1200 (statement of Rep. Graves) ("I want to emphasize, I want to be very clear about this, that this provision will not allow car and truck renting and leasing companies to escape liability if they are at fault"); H1202 (statement of Rep. Smith) ("The Graves[] amendment . . . provide[s] that vehicle rental companies can only be held liable in situations where they have actually been negligent. This amendment in no way lets companies off the hook when they have been negligent.").

In 2005, Congress passed the Graves Amendment, and it became law. Act of Aug. 10, 2005, Pub. L. No. 109-59, Title X, § 10208(a), 119 Stat. 1935 (codified as amended at 49 U.S.C. § 30106). Five years later, Congress entertained, and rejected, a motion to repeal the Graves Amendment.

As the Court of Appeals for the Eleventh Circuit explained:

> Congress rationally could have perceived strict vicarious liability for the acts of lessees as a burden on that market. The reason it could have done so is that the costs of strict vicarious liability against rental car companies are borne by someone, most likely the customers, owners, and creditors of rental car companies.

> If *any* costs are passed on to customers, rental cars . . . become more expensive, and interstate commerce is thereby inhibited. Moreover, if significant costs from vicarious liability are passed on to the owners of rental car firms, it is possible that such liability contributes to driving less-competitive firms out of the marketplace, or inhibits their entry into it, potentially reducing options for consumers.

Garcia v. Vanguard Car Rental USA, Inc., 540 F.3d 1242, 1253 (11th Cir. 2008) (emphasis in original). And it worked. Following passage of the Graves Amendment, leasing stabilized, and new programs were developed. For example, participation in dealer programs providing loaner cars to customers while their primary vehicles were being serviced increased sixty-seven percent in New York and forth-two percent nationally. NHTSA Hearing at 109 (prepared statement of the NADA); *see also Thayer v. Randy Marion Chevrolet Buick Cadillac, LLC*, 30 F.4th 1290, 1294 (11th Cir. 2022) (holding Graves Amendment applies to vehicle provided by dealer to customer while that customer's car was being serviced). Most of the leasing companies that had withdrawn from unlimited liability states—like New York—came back. And nationally, auto and truck leasing increased, resulting in more affordable leasing terms for customers and small businesses.

III. The Nevada Supreme Court's Ruling Undermines the Protections Congress Intended with the Graves Amendment, Adversely Affects Consumers and Businesses, and Endangers the Economic Viability of the Vehicle Leasing Industry.

The Nevada Supreme Court's decision will undermine the very stability provided to the industry by the Graves Amendment for over twenty years and will imperil the growth detailed above.

The Graves Amendment has been challenged by those seeking to foist unlimited liability on lessors. Federal and State courts, however, have universally rejected those challenges and upheld the clear text of the statute. In an important, early decision, the Court of Appeals for the Eleventh Circuit set the tone on the breadth of preemption under the statute, rejecting the argument that a Florida law imposing strict liability on rental car companies was not preempted because the law fell within the Graves Amendment's exemption for a "financial responsibility law." *Garcia*, *supra,* 540 F.3d at 1249.

The Court of Appeals instead concluded that the Graves Amendment's exemption from preemption for "financial responsibility laws" meant "insurance-like requirements on owners or operators of motor vehicles," not the unlimited liability provisions of Florida law. *Id*. at 1247. The court explained:

> States may require insurance or its equivalent as a condition of licensing or registration, or may impose such a requirement after an accident or unpaid judgment. . . . They may suspend the license and registration of, or

> otherwise penalize a car owner who fails to meet [these] requirement[s]. . . . They simply may not impose such judgments against rental car companies based on the negligence of their lessees.

Id. at 1249.

The Court of Appeals' conclusion in *Garcia* states an obvious, self-evident syllogism: if states could impose vicarious liability through their insurance requirements, "[t]he exception would swallow the rule" and make the "preemption clause a nullity." *Id.* at 1248. Other courts have properly agreed. *See e.g.*, *Subrogation Div., Inc. v. Brown*, 446 F.Supp.3d 542, 552–53 (D.S.D. 2020) (concluding any other interpretation "would swallow the preemption clause and negate the Amendment's primary purpose"); *Rodriguez v. Testa*, 993 A.2d 955, 967 (Conn. 2010) ("The exception would swallow the rule."); *Meyer v. Nwokedi*, 759 N.W.2d 426, 431 (Minn. Ct. App. 2009) ("This result would allow the savings clause to swallow the entire statute."), *aff'd*, 777 N.W.2d 218 (Minn. 2010). As one court put it: "Why would Congress expressly preempt state laws that imposed joint and several liability on car rental companies in one part of [the Graves Amendment] only to allow continued joint and several liability in the guise of state financial responsibility statutes in another? The answer is that Congress did not." *Enter. Rent-A-Car Co. of Bos., LLC v. Maynard*, No. 2:11-CV-00047-JAW, 2012 WL 1681970, at *9 (D. Me. May 14, 2012).

Until the Nevada Supreme Court's decision in *Woldeyohannes*, courts followed *Garcia*'s patent logic. For example, the Connecticut Supreme Court held a statute imposing vicarious liability unless lessors obtained liability insurance was not a "financial res-

ponsibility law." *Rodriguez*, 993 A.2d at 963–64. The Supreme Court of Minnesota reached the same conclusion concerning a similar statute. *Meyer v. Nwokedi*, 777 N.W.2d 218 (Minn. 2010), as did the Florida Supreme Court in *Vargas v. Enter. Leasing Co.*, 60 So.3d 1037 (Fla. 2011), and the Supreme Court of Rhode Island in *Puerini v. Lapierre*, 208 A.3d 1157, 1165–68 (R.I. 2019).[5]

The judicial response to protect vehicle leasing in various states has been similarly universal, upholding the Graves Amendment's preemptive reach and interpreting its "financial responsibility law" exemption narrowly—lest the exemption swallow the rule. *See, e.g.*, *Subrogation Div.,* 446 F. Supp. at 552–53 ("The form in which [the] law attempts to [impose liability for customer's negligence] does not matter."); *Second Child v. Edge Auto, Inc.*, 230 N.Y.S.3d 59, 62 (N.Y. App. Div. 2025) ("Requiring defendants to primarily insure and indemnify plaintiffs' damage is the precise result barred by the Graves Amendment."); *37 S. Fifth Ave. Corp. v. Dimensional Stone & Tile*, 66 N.Y.S.3d 774, 776 (N.Y. App. Term. 2017) (collecting cases); *Maynard*, 2012 WL 1681970, at *9 (citing cases); *Martin v. Crook*, 776 N.W.2d 110, *10 (Iowa Ct. App. 2009).

The Nevada Supreme Court's decision in *Woldeyohannes* disrupts the nationwide uniformity in approach to and preemption of state vicarious liability laws from which Congress intended to protect vehicle lessors. The

---

[5] The conflict the Nevada Supreme Court's decision creates among state supreme courts alone justifies a grant of certiorari. *Wisconsin v. Mitchell*, 508 U.S. 476, 482–83 (1993) (granting review of important federal question that had created a "conflict of authority among state high courts").

factual underpinnings of *Woldeyohannes* are not unique to Graves Amendment jurisprudence and should not have required the legal jiu jitsu employed by the Nevada Supreme Court to avoid pre-emption. Like so many courts before it, the Nevada Supreme Court faced the simple issue of whether the Graves Act preempted Nevada's statute imposing vicarious liability on rental car companies under certain circumstances. *Malco Enters. of Nevada,* 559 P.3d 875. The law, Nev. Rev. Stat. § 482.305, "holds short-term lessors of motor vehicles who fail to provide minimum insurance coverage to lessees jointly and severally liable for damage caused by a lessee's negligence." *Id*. at 876. Despite acknowledging that preemption under § 30106(a) appeared to be a "foregone conclusion," *id*. at 878, the court concluded the statute was exempted from preemption as a "financial responsibility law" under § 30106(b), *id*. at 876.

The Nevada Supreme Court erred by holding that the "financial responsibility law" exception to the Graves Amendment allowed imposition of vicarious liability in the State of Nevada. *Id*. at 881. As Petitioners correctly point out, the Nevada Supreme Court cast-aside decades of Graves Act jurisprudence to the contrary, adopted a rule where the exception "swallows the rule" and makes the "preemption clause a nullity, and jeopardized vehicle leasing and renting in Nevada."

The Nevada Supreme Court's error will reach far beyond the State of Nevada's borders. Any state requiring, instead of "inducing" or "encouraging," maintenance of insurance can avoid the Graves Amendment's preemptive reach. In one fell swoop, the Nevada Supreme Court allows what the Graves Amendment was expressly passed to prevent—imposing an indi-

vidual state's vicarious liability law on in-state and out-of-state leasing companies, disrupting the industry nationwide.

The decision below threatens to disrupt the decades of stability created by the Graves Amendment for the vehicle leasing industry. The vehicle leasing industry plays a crucial role in the U.S. economy and benefits millions of consumers and businesses. Only this Court can resolve the conflict the decision below has created and restore the nationwide uniformity that was key to Congress's passage of the Graves Amendment.

CONCLUSION

For these reasons, and those stated by Petitioner, the Court should grant the petition for certiorari.

Respectfully submitted,

Scott Hyman
Counsel of Record
WOMBLE BOND DICKINSON US LLP
400 Spectrum Center Dr., Ste. 1700
Irvine, CA 92618
(657) 266-1067
Scott.Hyman@wbd-us.com

Kenneth F. Rossman, IV
WOMBLE BOND DICKINSON US LLP
1601 19th Street, Ste. 1000
Denver, CO 80202
(303) 623-9000
Ken.Rossman@wbd-us.com

Counsel for Amici Curiae

July 18, 2025