

ASSEMBLY BILL NO. 407—ASSEMBLYMEMBER BROWN-MAY

MARCH 12, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Enacts provisions relating to the repair of certain devices. (BDR 52-50)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to trade practices; requiring an original equipment manufacturer of certain digital electronic equipment or a powered wheelchair to make available certain documentation, parts and tools for the diagnosis, maintenance or repair of the equipment or wheelchair; setting forth various exceptions from that requirement; requiring an independent repair provider to post, publish and provide certain information; prohibiting an original equipment manufacturer from engaging in certain acts; exempting an original equipment manufacturer from liability for certain damage or injuries under certain circumstances; providing for the enforcement of the provisions governing original equipment manufacturers and independent repair providers by the Attorney General; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Existing law regulates trade practices and other commercial activities. (Title 52
2 of NRS) **Section 26** of this bill: (1) requires an original equipment manufacturer of
3 a covered product, which is defined by **section 4** of this bill to mean digital
4 electronic equipment or a powered wheelchair, to make available to any
5 independent repair provider or owner of a covered product, on fair and reasonable
6 terms, certain documentation, parts and tools required for the diagnosis,
7 maintenance or repair of the covered product; (2) sets forth the circumstances under
8 which documentation, parts and tools are made available on fair and reasonable
9 terms; and (3) provides that the requirements do not apply to an original equipment
10 manufacturer who provides to the owner of a covered product, at no cost to that
11 owner, a readily available product that is equivalent to or better than the covered



12 product as a replacement for that covered product. **Section 6** of this bill defines
13 “digital electronic equipment” to mean any product in the form of hardware that:
14 (1) is manufactured for the first time on or after January 1, 2026; (2) is first sold or
15 used in this State on or after January 1, 2026; and (3) depends for its functioning, in
16 whole or in part, on digital electronics embedded in or attached to the product. The
17 term does not include products which are: (1) sold under a specific business-to-
18 government or business-to-business contract; and (2) not otherwise offered for sale
19 directly by a retail seller. **Section 24** of this bill sets forth a list of persons to whom,
20 and products to which, the provisions of this bill do not apply.

21 **Section 27** of this bill requires an independent repair provider to post, publish
22 and, before repairing a covered product, provide to a customer a written notice that:
23 (1) states that the independent repair provider is not an authorized repair provider
24 for the covered product; and (2) contains certain information relating to warranties
25 that may be applicable to the covered product. **Section 3** of this bill defines
26 “authorized repair provider” to mean a person operating in this State who has an
27 arrangement with an original equipment manufacturer to use a proprietary identifier
28 of the original equipment manufacturer to offer the services of diagnosis,
29 maintenance or repair of the manufacturer’s covered product. **Section 8** of this bill
30 defines “independent repair provider” to mean a person operating in this State who
31 is engaged in the services of diagnosis, maintenance or repair of a covered product
32 and who does not have an arrangement with an original equipment manufacturer as
33 an authorized repair provider.

34 **Section 25** of this bill provides that an original equipment manufacturer is
35 considered an authorized repair provider if, in the regular course of business, the
36 original equipment manufacturer offers to an owner the services of diagnosis,
37 maintenance or repair of its own covered products and does not have an
38 arrangement with an unaffiliated person as an authorized repair provider.

39 **Section 28** of this bill prohibits an original equipment manufacturer from: (1)
40 retaliating against an authorized repair provider for providing or selling, or
41 hindering the ability of an authorized repair provider to provide or sell,
42 documentation, parts or tools pursuant to the provisions of this bill; or (2)
43 conditioning or imposing an obligation or restriction that is not reasonably
44 necessary to enable an independent repair provider or owner of a covered product
45 to diagnose, maintain or repair a covered product.

46 **Section 29** of this bill provides that, except in a dispute arising between an
47 original equipment manufacturer and an authorized repair provider related to the
48 compliance of either party with an arrangement between those parties, the
49 authorized repair provider has all the rights and remedies provided in the provisions
50 of this bill.

51 **Section 30** of this bill sets forth certain limitations on the construction of the
52 provisions of this bill. **Section 31** of this bill exempts an original equipment
53 manufacturer and authorized repair provider from liability for damage or injury
54 caused to any covered product, person or property which occurs as a result of the
55 diagnosis, maintenance, repair or modification of a covered product performed by
56 an owner or independent repair provider.

57 **Section 32** of this bill sets forth certain provisions governing the enforcement
58 of the provisions of this bill by the Attorney General and provides for a civil
59 penalty of not more than \$500 for each violation.

60 **Sections 4, 5, 7 and 9-23** of this bill define various terms for the purposes of
61 this bill.



THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** Chapter 597 of NRS is hereby amended by adding
2 thereto the provisions set forth as sections 2 to 32, inclusive, of this
3 act.

4 **Sec. 2.** *As used in sections 2 to 32, inclusive, of this act,*
5 *unless the context otherwise requires, the words and terms defined*
6 *in sections 3 to 23, inclusive, of this act have the meanings*
7 *ascribed to them in those sections.*

8 **Sec. 3.** *“Authorized repair provider” means:*

9 1. *A person operating in this State who has an arrangement*
10 *with an original equipment manufacturer under which the*
11 *original equipment manufacturer grants to the person a license to*
12 *use a trade name, service mark or other proprietary identifier for*
13 *the purposes of offering the services of diagnosis, maintenance or*
14 *repair of a covered product under the name of the original*
15 *equipment manufacturer or other arrangement with the original*
16 *equipment manufacturer to offer such services on behalf of the*
17 *original equipment manufacturer; or*

18 2. *An original equipment manufacturer who is considered an*
19 *authorized repair provider pursuant to section 25 of this act.*

20 **Sec. 4.** *“Covered product” means digital electronic*
21 *equipment or a powered wheelchair.*

22 **Sec. 5.** *“Diagnosis” means the process of attempting to*
23 *identify the issue or issues that cause a covered product not to be*
24 *in fully working order.*

25 **Sec. 6.** 1. *“Digital electronic equipment” or “equipment”*
26 *means any product in the form of hardware that:*

27 (a) *Is manufactured for the first time on or after January 1,*
28 *2026;*

29 (b) *Is first sold or used in this State on or after January 1,*
30 *2026; and*

31 (c) *Depends for its functioning, in whole or in part, on digital*
32 *electronics embedded in or attached to the product for which the*
33 *original equipment manufacturer makes available documentation,*
34 *parts and tools either through its own employees, authorized*
35 *repair providers or authorized third-party providers.*

36 2. *The term does not include any product which is:*

37 (a) *Sold under a specific business-to-government or business-*
38 *to-business contract; and*

39 (b) *Not otherwise offered for sale directly by a retail seller.*

40 **Sec. 7.** *“Documentation” means any manual, diagram,*
41 *reporting of output, description of a code for required service or*



1 *similar type of information that is required to effectuate the*
2 *diagnosis, maintenance or repair of a covered product.*

3 **Sec. 8.** *“Independent repair provider” means a person*
4 *operating in this State who:*

5 *1. Is engaged in the business of providing the services of*
6 *diagnosis, maintenance or repair of a covered product; and*

7 *2. Does not have an arrangement described in subsection 1 of*
8 *section 3 of this act.*

9 **Sec. 9.** *“Maintenance” means any act necessary to keep a*
10 *covered product that is currently working in fully working order.*

11 **Sec. 10.** *“Manufacturer of motor vehicle equipment” means*
12 *a business engaged in the business of manufacturing or supplying*
13 *components that are used in the manufacture, maintenance or*
14 *repair of a motor vehicle.*

15 **Sec. 11.** *“Medical device” means an instrument, apparatus,*
16 *implement, machine, contrivance, implant or other similar or*
17 *related article, including, without limitation, a component, part or*
18 *accessory which is intended for use in the diagnosis of disease*
19 *or other conditions, or in the cure, mitigation, treatment or*
20 *prevention of disease, in humans or other animals.*

21 **Sec. 12.** *“Modification” or “modify” means any alteration to*
22 *a covered product that is not maintenance or a repair.*

23 **Sec. 13.** *“Motor vehicle” means a vehicle that is:*

24 *1. Designed for transporting persons or property on a street*
25 *or highway; and*

26 *2. Certified by the manufacturer pursuant to all applicable*
27 *federal:*

28 *(a) Standards governing safety and emissions; and*

29 *(b) Requirements for distribution and sale in the United States.*

30 **Sec. 14.** *“Motor vehicle dealer” means a person who:*

31 *1. Has obtained a dealer’s license pursuant to NRS 482.325;*
32 *and*

33 *2. In the ordinary course of business, is engaged in:*

34 *(a) The selling or leasing of motor vehicles pursuant to a*
35 *franchise agreement; and*

36 *(b) The diagnosis, maintenance or repair of motor vehicles or*
37 *engines of motor vehicles pursuant to the franchise agreement.*

38 **Sec. 15.** *“Motor vehicle manufacturer” means a business*
39 *engaged in the manufacturing or assembling of motor vehicles.*

40 **Sec. 16.** *“Original equipment manufacturer” means a person*
41 *who, in the normal course of business, is engaged in the selling or*
42 *leasing of a covered product manufactured by or on behalf of the*
43 *person to any other person in this State.*

44 **Sec. 17.** *“Owner” means a person who owns or leases a*
45 *covered product purchased or used in this State.*



1 **Sec. 18. 1.** *“Part” means any replacement part or assembly*
2 *of parts, either new or used, made available by an original*
3 *equipment manufacturer for the purposes of effecting the*
4 *diagnosis, maintenance or repair of a covered product*
5 *manufactured or sold by the original equipment manufacturer.*

6 **2.** *The term does not include an assembly of a printed circuit*
7 *board that may allow the cloning of a device in violation of 18*
8 *U.S.C. § 1029 or other applicable law.*

9 **Sec. 19.** *“Powered wheelchair” means a self-propelled*
10 *vehicle, including a three-wheeled vehicle, designed for and used*
11 *by a person with a disability, that is incapable of a speed in excess*
12 *of 8 miles per hour on level ground.*

13 **Sec. 20.** *“Repair” means any act necessary to restore a*
14 *covered product to fully working order.*

15 **Sec. 21.** *“Tool” means any software program, hardware*
16 *implement or other apparatus used for the diagnosis, maintenance*
17 *or repair of a covered product, including, without limitation,*
18 *software or other mechanism that provides or calibrates*
19 *functionality, program, pair a part or perform any other function*
20 *required to diagnose, maintain, repair or update the original*
21 *equipment or part to keep the equipment or part in, or return the*
22 *equipment or part to, fully functional condition.*

23 **Sec. 22.** *“Trade secret” has the meaning ascribed to it in*
24 *NRS 600A.030.*

25 **Sec. 23. 1.** *“Video game console” means a computing*
26 *device and its components and peripherals that is intended*
27 *primarily for interactive video games.*

28 **2.** *The term does not include a personal computer that*
29 *primarily serves the purpose of computing, generally, but also has*
30 *the capability to run video games in addition to other computing*
31 *functions.*

32 **Sec. 24.** *The provisions of sections 2 to 32, inclusive, of this*
33 *act do not apply to:*

34 **1.** *A motor vehicle manufacturer, manufacturer of motor*
35 *vehicle equipment, motor vehicle dealer acting in the capacity of a*
36 *motor vehicle manufacturer or manufacturer of motor vehicle*
37 *equipment, or any product or service of a motor vehicle*
38 *manufacturer, manufacturer of motor vehicle equipment, motor*
39 *vehicle dealer acting in the capacity of a motor vehicle*
40 *manufacturer or manufacturer of motor vehicle equipment.*

41 **2.** *A medical device or a covered product found in a medical*
42 *setting, including, without limitation, diagnostic equipment,*
43 *monitoring equipment, control equipment or any other product or*
44 *service offered in a medical setting.*



1 3. *A manufacturer, distributor, importer or dealer of any off-*
2 *road equipment, including, without limitation:*

3 (a) *Farm and utility tractors;*

4 (b) *Farm implements;*

5 (c) *Farm machinery;*

6 (d) *Forestry equipment;*

7 (e) *Industrial equipment;*

8 (f) *Utility equipment;*

9 (g) *Construction equipment and compact construction*
10 *equipment;*

11 (h) *Mining equipment;*

12 (i) *Turf, yard and garden equipment;*

13 (j) *Outdoor power equipment, including, without limitation,*
14 *portable generators;*

15 (k) *Marine, all-terrain sports and recreational vehicles,*
16 *including, without limitation, racing vehicles;*

17 (l) *Stand-alone or integrated stationary or mobile internal*
18 *combustion engines;*

19 (m) *Other power sources, including, without limitation:*

20 (1) *Generator sets; and*

21 (2) *Electric, battery and fuel cells;*

22 (n) *Power tools;*

23 (o) *Any tools, technology, attachments, accessories and*
24 *components for any item described in paragraphs (a) to (n),*
25 *inclusive; and*

26 (p) *Parts to repair any item described in paragraphs (a) to (n),*
27 *inclusive.*

28 4. *Commercial and industrial electrical equipment, including,*
29 *without limitation:*

30 (a) *Power distribution equipment, including, without*
31 *limitation, medium or low voltage switchgear and transformers;*

32 (b) *Power control equipment, including, without limitation,*
33 *medium or low voltage motor control and drives;*

34 (c) *Power quality equipment, including, without limitation,*
35 *uninterruptible power supplies, remote power panels, power*
36 *distribution units and static or transfer switches;*

37 (d) *Any tools, technology, attachments, accessories and*
38 *components for any item described in paragraphs (a), (b) and (c);*
39 *and*

40 (e) *Parts to repair any item described in paragraphs (a), (b)*
41 *and (c).*

42 5. *A manufacturer, distributor, importer, retailer or dealer of*
43 *electronic bicycles.*

44 6. *A video game console.*



1 **Sec. 25.** *For the purposes of sections 2 to 32, inclusive, of*
2 *this act, an original equipment manufacturer who, in the regular*
3 *course of business, offers to an owner the services of diagnosis,*
4 *maintenance or repair of its own covered products, and who does*
5 *not have an arrangement described in subsection 1 of section 3 of*
6 *this act with an unaffiliated person, shall be considered an*
7 *authorized repair provider with respect to such covered products.*

8 **Sec. 26.** 1. *Except as otherwise provided in subsection 3, an*
9 *original equipment manufacturer shall make available to any*
10 *independent repair provider or owner of a covered product*
11 *manufactured by or on behalf of or sold by the original equipment*
12 *manufacturer, on fair and reasonable terms:*

13 (a) *Any documentation, parts and tools required for the*
14 *diagnosis, maintenance or repair of such a covered product that*
15 *the original equipment manufacturer makes available to*
16 *authorized repair providers. The documentation, parts and tools*
17 *described in this paragraph must be made available:*

18 (1) *To an independent repair provider or owner of a*
19 *covered product, either:*

20 (I) *Directly by the original equipment manufacturer; or*

21 (II) *Indirectly, through an authorized repair provider*
22 *that is contractually and practically authorized by the original*
23 *equipment manufacturer to provide or sell, as applicable, such*
24 *documentation, parts or tools to an independent repair provider or*
25 *owner.*

26 (2) *Not later than 60 days after the first sale of a covered*
27 *product in this State.*

28 (b) *For a powered wheelchair that requires deactivating a lock*
29 *for the purposes of repair and only with the express permission of*
30 *the owner, any special documentation, parts and tools needed to*
31 *access and reset the lock or function when disabled in the course*
32 *of diagnosis, maintenance or repair of the powered wheelchair.*
33 *Such documentation, parts and tools may be made available*
34 *through an appropriate system for secure release.*

35 2. *For the purposes of subsection 1:*

36 (a) *Documentation is made available by the original*
37 *equipment manufacturer on fair and reasonable terms if the*
38 *documentation is made available free of charge, except that, if the*
39 *documentation is requested in physical printed form, a charge may*
40 *be imposed for the reasonable, actual costs of preparing and*
41 *sending the documentation.*

42 (b) *A part is made available by the original equipment*
43 *manufacturer on fair and reasonable terms if the part is made*
44 *available at reasonable costs and terms and which are not:*



1 (1) *Conditioned on or imposing an obligation or restriction*
2 *that is not reasonably necessary to enable the independent repair*
3 *provider or owner to diagnose, maintain or repair the covered*
4 *product made by or on behalf of the original equipment*
5 *manufacturer; and*

6 (2) *Conditioned on an arrangement described in subsection*
7 *1 of section 3 of this act.*

8 (c) *A tool is made available by the original equipment*
9 *manufacturer on fair and reasonable terms if the tool is made*
10 *available free of charge and in a reasonably timely manner, except*
11 *that, if the tool is requested in physical form, a charge may be*
12 *imposed for the reasonable, actual costs of procuring, preparing*
13 *and delivering the tool.*

14 3. *The provisions of this section do not apply to an original*
15 *equipment manufacturer who provides to the owner of a covered*
16 *product, at no cost to that owner, a readily available product that*
17 *is equivalent to or better than the covered product as a*
18 *replacement for that covered product.*

19 **Sec. 27. 1. An independent repair provider shall:**

20 (a) *Post in a prominent location at his or her place of*
21 *business;*

22 (b) *Publish on his or her Internet website, if any; and*

23 (c) *Before repairing a covered product, provide to a customer,*
24 *↳ a written notice, which contains the information specified in*
25 *subsection 2.*

26 2. *A written notice required by subsection 1 must contain the*
27 *following information:*

28 (a) *The independent repair provider is not an authorized*
29 *repair provider for the covered product.*

30 (b) *The customer should review the terms and conditions of*
31 *any warranty for the covered product, as repairs not performed by*
32 *an authorized repair provider may affect the warranty.*

33 (c) *Warranties for consumer products are governed by the*
34 *federal Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, et seq.,*
35 *which gives a consumer rights and protections that apply over*
36 *conflicting provisions in a warranty.*

37 (d) *Under the Magnuson-Moss Warranty Act:*

38 (1) *A warranty cannot require that maintenance and*
39 *repairs be performed only by an authorized repair provider.*

40 (2) *If damage to the product is shown to be caused by*
41 *equipment not offered or sold by the original equipment*
42 *manufacturer or by faulty repair performed by a person other than*
43 *an authorized repair provider, that damage may not be covered by*
44 *the warranty, but the warranty may otherwise remain in effect.*

45 **Sec. 28. An original equipment manufacturer shall not:**



1 *1. Retaliate against an authorized repair provider for*
2 *providing or selling, or hinder the ability of an authorized repair*
3 *provider to provide or sell, as applicable, documentation, parts or*
4 *tools pursuant to sections 2 to 32, inclusive, of this act through*
5 *any means, including, without limitation, by imposing a restriction*
6 *on advertising or a limitation on an allocation of a product that is*
7 *not related to a legitimate shortage of that product; or*

8 *2. Condition or impose an obligation or restriction that is not*
9 *reasonably necessary to enable an independent repair provider or*
10 *owner to diagnose, maintain or repair a covered product made by*
11 *or on behalf of the original equipment manufacturer.*

12 **Sec. 29.** *Except in a dispute arising between an original*
13 *equipment manufacturer and an authorized repair provider*
14 *related to the compliance of either party with an existing*
15 *arrangement as described in subsection 1 of section 3 of this act,*
16 *an authorized repair provider has all the rights and remedies*
17 *provided in sections 2 to 32, inclusive, of this act.*

18 **Sec. 30.** *Nothing in sections 2 to 32, inclusive, of this act*
19 *shall be construed to:*

20 *1. Require an original equipment manufacturer to divulge*
21 *any trade secret or license or any intellectual property to any*
22 *independent repair provider or owner.*

23 *2. Alter the terms of any arrangement described in subsection*
24 *1 of section 3 of this act in force between an original equipment*
25 *manufacturer and an authorized repair provider, including,*
26 *without limitation, the performance or provision of work in the*
27 *form of repairs pursuant to warranty or recall by an authorized*
28 *repair provider on behalf of an original equipment manufacturer*
29 *pursuant to the arrangement, except that any provision in such*
30 *terms that purports to waive, avoid, restrict or limit the obligations*
31 *of the original equipment manufacturer to comply with sections 2*
32 *to 32, inclusive, of this act is void and unenforceable.*

33 *3. Require an original equipment manufacturer or an*
34 *authorized repair provider to provide to an independent repair*
35 *provider or owner access to information, other than*
36 *documentation, that is provided by the original equipment*
37 *manufacturer to an authorized repair provider pursuant to the*
38 *terms of an arrangement described in subsection 1 of section 3 of*
39 *this act.*

40 *4. Require an original equipment manufacturer or authorized*
41 *repair provider to make available any documentation, parts or*
42 *tools:*

43 *(a) For the purposes of modifying any covered product.*

44 *(b) Required for the diagnosis, maintenance or repair of:*



1 (1) *Communication equipment for public safety, the*
2 *intended use of which is for the purposes of responding to or*
3 *preventing emergencies by:*

4 (I) *A public fire department, fire protection district or*
5 *other agency of this State or a political subdivision of this State,*
6 *the primary functions of which are to control, extinguish and*
7 *suppress fires;*

8 (II) *A law enforcement agency as defined in NRS*
9 *277.035; or*

10 (III) *An emergency medical service.*

11 (2) *A covered product, including, without limitation, a*
12 *console for entertainment, or related software or component, in a*
13 *manner that is inconsistent with or in violation of any federal law.*

14 (3) *A home appliance that has a covered product embedded*
15 *within it. As used in this subparagraph, "home appliance"*
16 *includes, without limitation, a refrigerator, oven, microwave oven,*
17 *air conditioner, heating unit, security device, alarm system and*
18 *any software and component related to an appliance.*

19 5. *Require an original equipment manufacturer to make*
20 *available any special documentation, parts or tools that would*
21 *disable or override anti-theft security measures set by the owner of*
22 *the covered product without the authorization of the owner.*

23 6. *Require an original equipment manufacturer to sell a part*
24 *that is required or used to service a covered product if the part is*
25 *no longer provided by the original equipment manufacturer or*
26 *made available to an authorized service provider.*

27 7. *Require the distribution of the source code of a covered*
28 *product.*

29 8. *Prevent an original equipment manufacturer from*
30 *establishing reasonable programs for the training or certification*
31 *of independent repair providers, except that an original equipment*
32 *manufacturer shall not require an independent repair provider to*
33 *complete any such program for training or certification as a*
34 *condition to be entitled to any of the rights granted under sections*
35 *2 to 32, inclusive, of this act.*

36 9. *Prevent an original equipment manufacturer from offering*
37 *to an independent repair provider or owner parts, including,*
38 *without limitation, integrated batteries, pre-assembled with other*
39 *parts rather than as individual components, if the individual*
40 *components may pose a heightened safety risk if installed*
41 *improperly.*

42 **Sec. 31.** *An original equipment manufacturer or authorized*
43 *repair provider is not liable for any damage or injury caused to*
44 *any covered product, person or property, including, without*
45 *limitation, any:*



- 1 *1. Indirect, incidental, special or consequential damages;*
- 2 *2. Loss of data, privacy or profits; or*
- 3 *3. Inability to use or reduced functionality of a covered*
- 4 *product,*
- 5 *↳ which occurs as a result of the diagnosis, maintenance, repair*
- 6 *or modification of a covered product performed by an independent*
- 7 *repair provider or owner.*

8 **Sec. 32. 1. The Attorney General shall enforce the**

9 **provisions of sections 2 to 32, inclusive, of this act.**

10 *2. If the Attorney General believes, from evidence satisfactory*

11 *to the Attorney General, that any person has engaged in or is*

12 *about to engage in any act or practice in violation of the*

13 *provisions of sections 2 to 32, inclusive, of this act, the Attorney*

14 *General may bring an action in the name and on behalf of the*

15 *people of this State to enjoin the act or practice and to obtain*

16 *restitution of any money or property obtained, directly or*

17 *indirectly, by the act or practice.*

18 *3. In a proceeding brought pursuant to subsection 2, a*

19 *temporary restraining order, preliminary injunction, or both, may*

20 *be obtained in accordance with Rule 65 of the Nevada Rules of*

21 *Civil Procedure.*

22 *4. Except as otherwise provided in this subsection, before any*

23 *violation of the provisions of sections 2 to 32, inclusive, of this act*

24 *is sought to be enjoined, the Attorney General shall give the*

25 *person against whom such proceeding is contemplated notice and*

26 *an opportunity to show in writing, within 5 business days after the*

27 *delivery of such notice, why proceedings should not be instituted*

28 *against the person. The notice by the Attorney General must be*

29 *delivered by certified mail and by first-class mail with proof of*

30 *mailing. In any proceeding in which the Attorney General seeks a*

31 *temporary restraining order or a preliminary injunction, or both,*

32 *the notice is not required upon a finding by the Attorney General*

33 *that such notice and opportunity is not in the public interest.*

34 *5. In connection with any proceeding brought pursuant to*

35 *subsection 2, the Attorney General may take proof and make a*

36 *determination of the relevant facts, and issue subpoenas.*

37 *6. This section applies to all acts and practices declared to be*

38 *in violation of the provisions of sections 2 to 32, inclusive, of this*

39 *act, whether or not subject to any other law of this State, and does*

40 *not supersede, amend or repeal any other law of this State under*

41 *which the Attorney General is authorized to take any action or*

42 *conduct any inquiry.*

43 *7. Any person who engages in any act or practice in violation*

44 *of the provisions of sections 2 to 32, inclusive, of this act is liable*

45 *for a civil penalty of not more than \$500 for each violation, which*



1 *shall accrue to the state of Nevada and may be recovered in a civil*
2 *action brought by the Attorney General.*

3 **Sec. 33.** This act becomes effective on January 1, 2026.

