


IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
CENTRAL DIVISION

**FILED**  
U.S. DISTRICT COURT  
EASTERN DISTRICT ARKANSAS

NOV 12 2024

TAMMY H. DOWNS, CLERK  
By:  DEP CLERK  
PLAINTIFFS

CHEROKEE NATION BUSINESSES, LLC;  
CHEROKEE NATION ENTERTAINMENT, LLC;  
AND JENNIFER MCGILL

VS.

NO. 4:24-cv-969-DPM

STATE OF ARKANSAS;  
ARKANSAS GOVERNOR SARAH HUCKABEE SANDERS,  
in her official capacity; ARKANSAS RACING COMMISSION;  
ALEX LIEBLONG, MARK LAMBERTH, STEVE ANTHONY,  
DENNY EAST, MICHAEL POST, BO HUNTER,  
AND STEVE LANDERS, in their official capacities

DEFENDANT

**AMENDED COMPLAINT**

COME NOW Plaintiffs Cherokee Nation Businesses, LLC, Cherokee Nation Entertainment, LLC, and Jennifer McGill, and for their Amended Complaint against Defendants, the State of Arkansas, Arkansas Governor Sarah Huckabee Sanders (in her official capacity), the Arkansas Racing Commission, and Commissioners Alex Lieblong, Mark Lamberth Steve Anthony, Denny East, Michael Post, Bo Hunter, and Steve Landers (in their official capacities), states as follows:

**Parties**

1. Cherokee Nation Entertainment, LLC ("CNE") is a Cherokee Nation limited liability company, registered with the Arkansas Secretary of State, and is wholly owned by Cherokee Nation Businesses, LLC ("CNB"). CNE holds a license to conduct casino gaming in Pope County, Arkansas.

2. Jennifer McGill is a registered voter residing in Pope County, Arkansas.

3. The State of Arkansas is a sovereign state of the United States of America.

4. Sarah Huckabee Sanders is the Governor of Arkansas and is charged with issuing a proclamation declaring whether constitutional amendments are adopted or rejected. Ark. Code Ann. § 7-9-119(d)(1)(A). She is sued in her official capacity for prospective injunctive relief. *Ex Parte Young*, 209 U.S. 123 (1908).

5. The Arkansas Racing Commission is an agency of the State of Arkansas charged by Amendment 100 with the enforcement of Amendment 100. It is the body that issues casino gaming licenses and enforces the terms of Amendment 100.

6. Alex Lieblong, Mark Lamberth Steve Anthony, Denny East, Michael Post, Bo Hunter, and Steve Landers are the members of the Arkansas Racing Commission. They are sued in their official capacities for prospective injunctive relief. *Ex Parte Young*, 209 U.S. 123 (1908).

### **Jurisdiction and Venue**

7. The Court has jurisdiction over the parties and subject matter of this action pursuant to 28 U.S.C.A. §§ 1331, 1343, 1362, 2201 and 42 U.S.C.A. §§ 1983, 1988.

8. Venue in this Court is proper pursuant to 28 U.S.C.A. § 1391.

### **Factual Background**

9. The Arkansas Casino Gaming Amendment was passed by Arkansas voters in the 2018 general election and became effective on November 14, 2018. Ark.

Const. Amend. 100. Amendment 100 authorized four (4) casino gaming licenses to be issued and regulated by the Arkansas Racing Commission

10. In the following months, interested applicants sought local support from Pope County that is required by Amendment 100.

11. A number of interested applicants met with Pope County officials, including County Judge Ben Cross, over the summer of 2019. Included in that group were CNB and the Choctaw Nation of Oklahoma.

12. The citizens of Pope County, Arkansas, by and through the Pope County Judge Ben Cross and the Pope County Quorum Court, decided to support CNB as the licensee for the Pope County Casino License. Their support was memorialized in a Letter of Support from Judge Cross and a Resolution of Support passed by the Pope County Quorum Court.

13. In furtherance of that decision, Judge Cross negotiated and entered into an Economic Development Agreement (“EDA”) on August 13, 2019, confirming Pope County’s exclusive support for CNB and its affiliates. **See Exhibit A.**

14. The EDA bound CNB to provide over \$37 million in funds to support economic development in Pope County once the casino license was finally settled in CNB’s favor.

15. The Pope County Quorum Court also later issued a Resolution of Support for CNB’s affiliate CNE as the applicant of choice for Pope County.

16. The other potential applicants, including the Choctaw Nation, did not give up.

17. For the next several years following execution of the EDA, the Choctaw Nation and another hopeful applicant, Gulfside Casino Partnership (“GCP”), initiated serial litigation to override Pope County’s decision to support CNB. That litigation began almost immediately, in August of 2019, and it continues to this day.

18. CNB and its affiliates endured numerous challenges to their status as applicants before Arkansas circuit courts and the Supreme Court of the State of Arkansas until finally, on June 27, 2024, the Arkansas Racing Commission (“ARC”) awarded the Pope County Casino License to CNE.

19. Throughout the course of this litigation a faction of anti-casino advocates in Pope County also joined litigation around the casino license. Always behind them was the Choctaw Nation’s substantial resources.

20. Choctaw Nation owns a casino in Pocola, Oklahoma. The parking lot for the casino is in Arkansas, and the casino itself is in Oklahoma. Choctaw Nation believes that if a casino comes to exist in Pope County, it will receive the benefit of customers that Choctaw Nation now enjoys from Arkansas, i.e. it will lose money.

21. In early 2022, that faction (spurred by the Choctaw Nation) landed on the idea of offering an amendment to the Arkansas Constitution to terminate the Pope County casino license. Thus, “Local Voters in Charge” (“LVC”) was created. LVC is a ballot question committee funded almost exclusively by the Choctaw Nation. **See Exhibit B.** The two have continuously sought to challenge CNE’s licensure.

22. In 2022, LVC and Choctaw Nation failed to gather enough signatures of Arkansas voters for their proposed amendment to appear on the ballot that year.

23. In 2024, they emerged to propose Issue No. 2, a constitutional amendment to Amendment 100, § 4 of the Arkansas Constitution, specifically targeted at the repeal of the authorization to issue the Pope County casino license (the “Proposed Amendment”). That is the license that CNE now holds.

24. The Proposed Amendment, among other things, amends subsections (i), (k), (m), and (n) of Amendment 100, § 4 of the Arkansas Constitution. The combined effect of these proposed amendments is to remove the requirement that the Arkansas Racing Commission issue a casino license for a casino in Pope County, Arkansas. The Proposed Amendment also adds subsections (s) and (t) to Amendment 100, § 4. New subsection (s) revokes “a casino license” if it was “issued for a casino in Pope County, Arkansas prior to the effective date of this Amendment.” New subsection (t) purports to provide a process by which a casino license may be issued in any county aside from Crittenden, Garland, and Jefferson Counties *if* a future constitutional amendment passes, allows for such a license, and does not repeal the process.

25. Arkansas law provides that amendments initiated by popular petition must pass a review process by which the Attorney General determines whether the measure is confusing to the voters, or it has sufficient clarity to proceed to the ballot. After some back and forth, the final measure sent to the Arkansas Attorney General’s office trained its sights directly on the Pope County casino license. With that focus, on March 20, 2024, Arkansas Attorney General Tim Griffin certified a popular name and ballot title for the Proposed Amendment as clear enough for Arkansas voters. Notably, this was before the license was issued to CNE (June 27, 2024). The license

is attached hereto as **Exhibit C**. However, there was no procedure or avenue to correct or update the popular name, ballot title, and Proposed Amendment.

26. Because of this, and despite the Proposed Amendment being directly aimed at CNE's license, the popular name, ballot title, and the Proposed Amendment did not disclose to the electorate that it was revoking CNE's casino gaming license by voting in favor of Issue 2. Attached hereto as **Exhibit D** is the popular name, ballot title, and Proposed Amendment.

27. Arkansas law requires the Secretary of State to determine whether a voter initiated constitutional amendment is supported with a sufficient number of petition signatures to qualify for the ballot. On July 31, 2024, Arkansas Secretary of State John Thurston certified Issue 2 to the ballot for the November 5, 2024 general election.

28. On November 5, 2024, despite opposition from Pope County, who voted against the Proposed Amendment and to keep the Pope County casino license, the Proposed Amendment passed in the 2024 state-wide election (the "Amendment").

29. The Amendment becomes effective on November 13, 2024.

30. The Amendment and procedures by which it was approved have violated Plaintiffs' constitutional rights by failing to provide Plaintiffs and the electorate adequate notice and opportunity to be heard, improperly interfering with CNB and CNE's contractual relationships, depriving Plaintiffs of their constitutionally protected interests, and arbitrarily treating CNB and CNE differently than all other Arkansas casino licensees.

31. Thus, the Amendment unconstitutionally violates Plaintiffs' rights under the Due Process Clauses, the Contract Clause, the Equal Protection Clause, and the Takings Clause of the United States Constitution

### **Count I – Violation of Procedural Due Process**

32. The United States Constitution prohibits States from “depriv[ing] any person of life, liberty, or property, without due process of law.” U.S. Const. amend. XIV, § 1. “Procedural due process imposes constraints on governmental decisions which deprive individuals of ‘liberty’ or ‘property’ interests within the meaning of the Due Process Clause of the Fifth or Fourteenth Amendment.” *Mathews v. Eldridge*, 424 U.S. 319, 332 (1976).

33. “For more than a century the central meaning of procedural due process has been clear: ‘Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right they must first be noticed.’” *Fuentes v. Shevin*, 407 U.S. 67, 80 (1972).

34. Procedural due process claims consist of two elements: (1) the existence of a liberty or property interest entitled to due process protection, and (2) deprivation of that interest without sufficient notice and opportunity to present objections. *Mullane v. Central Hanover Trust Co.*, 339 U.S. 306, 314 (1950).

35. CNE has a property interest in its casino gaming license which was granted pursuant to Amendment 100. *See Stauch v. City of Columbia Heights*, 212 F.3d 425 (8th Cir. 2000) (finding that once a license is awarded, a licensee has an interest in maintaining it); *Brookpark Entertainment, Inc. v. Taft*, 951 F.2d 710 (6th

Cir. 1991) (finding property interest in liquor license); *Bell v. Burson*, 402 U.S. 535, 539 (1971) (finding property interest in continued possession of driver's license); *Sea Girt Restaurant and Tavern Owners Ass'n, Inc. v. Borough of Sea Girt, New Jersey*, 625 F.Supp. 1482 (D. N.J. 1986); *Club Misty, Inc. v. Laski*, 208 F.3d 615 (7th Cir. 2000).

36. CNE also has a property interest in the EDA.

37. On November 5, 2024, the electorate revoked CNE's casino license without sufficient notice to CNE and without itself having notice that the Amendment was depriving CNE of its property interest.

38. The initiative and referendum procedure, specifically Title VII of the Arkansas Code, failed to provide a mechanism where CNE and voters, including Plaintiff Jennifer McGill, would both have notice of the revocation of a property interest, including the casino gaming license and the EDA. Nothing in the popular name, ballot title, or text of the Amendment stated that a license had been issued, to whom it had been issued, or that an EDA was in effect. To put it simply, the voters had no idea, by looking at what was in front of them in the voting booth, that they were revoking CNE's license or nullifying a government contract.

39. Additionally, CNE's license was issued in June, after the Attorney General certified the ballot title and popular name and no procedure existed to correct the ballot title and popular name to identify CNE as the license holder whose property interest would be nullified by the Amendment.



40. The initiative and referendum procedure also failed to provide CNE the opportunity to be heard on its compliance with the laws governing the license; instead, the Amendment simply goes into effect on November 13, 2024.

41. If a state chooses to confer the right of referendum to its citizens, it is “obligated to do so in a manner consistent with the Constitution.” *Meyer v. Grant*, 486 U.S. 414, 420 (1988). The referendum process in place is wholly deficient and inconsistent with the Constitution by revoking CNE’s license and failing to provide due process of law.

42. CNE’s deprivation of due process is compounded by the fact that the Amendment is a “targeted referendum” rather than a generally applicable measure.

43. “Targeted referendum,” those that arbitrarily allow electors to target a single protectable property interest, are violative of the interest holders’ due process rights. *N & N Catering Co., Inc. v. City of Chicago*, 26 F.Supp.2d 1067, 1079 (N.D. Ill. 1998), citing *Marusic Liquors, Inc. v. Daley*, 55 F.3d 258 (7th Cir. 1995).

44. The Amendment was a targeted referendum, not one of general applicability: the Amendment only revokes one license, specifically the Pope County casino license which belongs to CNE; the Amendment sponsors, LVC, opposed CNE’s obtaining a casino license over the course of many years and extensive litigation; LVC chose only to revoke CNE’s casino gaming license and no others; and in passing the Amendment, the electorate, believing they were simply voting for “local control,” revoked only CNE’s casino license.

45. Additionally, due process requires “voters [to] not be misled to the extent they do not know what they are voting for or against.” *Egan Slough Community v. Flathead County Board of County Commissioners*, 506 P.3d 996, 1015 (Mont. 2022), quoting *State ex rel. Mont. Citizens for Pres. of Citizen's Rights v. Waltermire*, 738 P.2d 1255, 1258 (Mont. 1987); *see also Kohler v. Tugwell*, 292 F.Supp. 978 (E.D. La. 1968).

46. There is no question that the voters, including Plaintiff Jennifer McGill, did not know, by the popular name and ballot title (or even the Amendment), that they were revoking CNE’s casino license.

47. Therefore, the ballot initiative, referendum procedure, and the Amendment unconstitutionally deprived CNE and the electorate of sufficient notice and the opportunity to be heard prior to stripping CNE of its casino gaming license.

### **Count II – Violation of the Contract Clause**

48. The United States Constitution sets forth that states shall not pass laws impairing the obligation of contracts. U.S. Const. art. I, § 10, cl. 1.

49. A violation of the Contract Clause occurs when a state law has “operated as a substantial impairment of a contractual relationship” and that state law fails to appropriately and reasonably advance “a significant public purpose.” *Ashley Sveen v. Kaye Melin*, 584 U.S. 811, 819 (2018).

50. The Amendment substantially interferes with CNE’s contracts with vendors, contractors, architects, engineers, and government entities (like the EDA with Pope County, which among other provisions, requires CNE to pursue and utilize

the casino license). It also interferes with contracts with employees like Plaintiff Jennifer McGill.

51. The Amendment completely nullifies, or at the very least, substantially impairs these existing contracts in violation of the Contract Clause. *See Honeywell, Inc. v. Minnesota Life & Health Ins. Guar. Ass'n*, 110 F.3d 547, 558 (8th Cir. 1997) (“total destruction of a contract is a substantial impairment”).

52. This substantial impairment was not foreseeable at the time of execution of the contracts. An amendment to the Arkansas Constitution is not a simple change. For example, an amendment to the Arkansas Constitution requires much more than a change of regulation by a regulatory body, the latter which may be foreseen or at least anticipated.

53. Since a substantial impairment exists, the State must show that the regulation protects a “broad societal interest rather than a narrow class.” *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 249 (1978). “[I]f a State undertakes to alter substantially the terms of a contract, it must justify the alteration, and the burden that is on the State varies directly with the substantiality of the alteration.” *White Motor Corp. v. Malone*, 599 F.2d 283, 287 (8th Cir. 1979).

54. The popular name, ballot title, and Amendment do not set forth any purpose. “There is no statement of legislative intent or any other legislative history from which to directly ascertain the purpose of the [Amendment].” *See Equip. Mfrs. Inst. v. Janklow*, 300 F.3d 842, 860 (8th Cir. 2002).

55. Removing one county from Amendment 100’s licensure mandate does

not constitute a broad societal interest, particularly when the other three casino licenses in three other counties remain unchanged.

56. This constitutional violation is compounded by the fact that the EDA is between Plaintiff and a subdivision of the State government. “It long has been established that the Contract Clause limits the power of the States to modify their own contracts as well as to regulate those between private parties.” *U.S. Trust Co. of New York v. New Jersey*, 431 U.S. 1 (1977).

57. Although states are afforded deference in their actions which infringe upon private contractual rights in the interest of the public, the same latitude is not applicable to interference with public contracts. *Buffalo Tchrs. Fed’n v. Tobe*, 464 F.3d 362, 369 (2nd Cir. 2006), quoting *U.S. Trust Co.*, 431 U.S. 1 (a State’s own contracts would face more stringent examination under the Contract Clause than would laws regulating contractual relationships between private parties).

58. The EDA was entered into by Pope County, a political subdivision of the State, and aimed to benefit the public; thus, limited deference can be given to this Amendment that substantially impairs a contract that serves to benefit the public. Because there is no asserted justification for the impairment in the Amendment – in fact, there is no mention of the EDA or CNE’s casino license at all in the popular name, ballot title or the Amendment – the Amendment receives no deference.

59. A substantial impairment exists, and a broad societal interest is not protected. The Amendment completely eliminates CNE’s interests along with its contracts without any type of compensation. The Amendment makes it so that on

November 12, 2024, CNE is a license holder with numerous enforceable contracts and the next day, is stripped of all the contractual interests. But no broad interest is served. Rather, only one license out of four licenses is revoked by the Amendment.

60. In addition to the State not being able to satisfy its burden (which is required to even move to the third prong), a complete nullification of CNE's casino gaming license and its contracts is invalid under the third prong of the Contract Clause test, which requires the impairment to be based upon reasonable conditions. The Amendment does nothing to address the interference it ultimately imposes upon the license holder CNE and other contracting parties, including Pope County.

61. In other words, the Amendment "impose[s] a drastic impairment when an evident and more moderate course would serve its purposes equally well." *See Mercado-Boneta*, 125 F.3d at 15 (quoting *U.S. Trust*, 431 U.S. at 31). The Amendment could have applied to seventy-one (71) counties (leaving the four casino licenses untouched). That would have accomplished the purpose of "local control," especially considering that Pope County voted against the Amendment. But that was not the purpose of the Amendment. The purpose was to target CNE's casino gaming license.

62. For these reasons, the Amendment violates the Contract Clause of the United States Constitution.

### **Count III – Violation of the Equal Protection Clause**

63. Equal protection under the law is guaranteed by the Fourteenth Amendment to the United States Constitution. U.S. Const. amend. XIV, § 2.

64. The Equal Protection Clause is violated when (1) a law singles out one person or entity for unfavorable treatment different from others similarly situated, and (2) there is no rational basis for the difference in treatment. *Village of Willowbrook v. Olech*, 528 U.S. 562, 564, 120 S.Ct. 1073, 145 L.Ed.2d 1060 (2000) (per curiam); *Higgins Electric, Inc. v. O'Fallon Fire Protection District*, 813 F.3d 1124, 1129 (8th Cir. 2016); *Johnson v. City of Little Rock*, 164 F.Supp.3d 1094, 1096 (E.D.Ark. 2016).

65. Pursuant to Amendment 100, four casino licenses were granted. One license, for Jefferson County, was granted to a tribal entity.

66. As to the first element, the Amendment, as previously stated, deliberately and intentionally targets only Pope County, and CNE's license. It thus treats CNE differently from other license holders which are directly comparable to CNE in all material respects.

67. As to the second element, there is no rational basis for the Amendment. The asserted rationale for the Amendment was to ensure "local control" of the decision to establish a casino in a county. It does so, however, by submitting to the entire electorate of the State of Arkansas the question of whether there should be a casino in Pope County. And this is notwithstanding the fact that, through the actions of the County Judge and the Quorum Court, all indications were indicative of local support for the Pope County casino.<sup>1</sup> Furthermore, the Amendment did nothing to ensure "local control" of the casinos in the other three counties, particularly in

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<sup>1</sup> These indications were confirmed by the fact that the people of Pope County voted against the Amendment.

Jefferson County. Finally, the drive to pass the Amendment was funded by the Choctaw Nation, a non-resident of Pope County. The entire set of facts surrounding the Amendment and its passage show the hollow nature of the “local control” slogan, and demonstrate the lack of a rational basis for the disparate treatment of CNE.

68. In short, the Amendment’s disparate treatment has no real purpose and is entirely arbitrary. Put another way, the Proposed Amendment is not rationally related to achieving any legitimate governmental objective under any reasonably conceivable fact situation. For these reasons, the Amendment violates the Equal Protection Clause of the United States Constitution.

#### **Count IV – Violation of the Takings Clause and Substantive Due Process**

69. The United States Constitution provides that private property shall not “be taken for public use, without just compensation” or taken without due process of law. U.S. Const. amend. V. The Amendment violated the United States Constitution.

70. CNE has a protectable property interest in its casino gaming license.

71. While an applicant for a license generally has no property interest, once awarded, a licensee has an interest in maintaining their license. *Stauch v. City of Columbia Heights*, 212 F.3d 425 (8th Cir. 2000). “One manner in which state law can create a property interest is by establishing procedural requirements that impose substantive limitations on the exercise of official discretion.” *Id.* at 429. The Eighth Circuit found “that the licensing scheme which limits the City’s discretion to deny renewal, creates a protected property interest.” *Id.* at 430.

72. Various provisions of Amendment 100 of the Arkansas Constitution, the Arkansas Code, and the Casino Gaming Rules provide that CNE has a property right in its casino gaming license. *See* Ark. Const. Amend. 100, § 4(i), 4(e)(12), and 4(q); Casino Gaming Rules 2.13.16, 2.13.12(a), and 2.13.18.

73. The procedural requirements of Amendment 100 and the Casino Gaming Rules operate as significant and substantive restrictions on the government. Thus, Amendment 100, and the relevant Casino Gaming Rules and Arkansas Code, create more than a unilateral expectation in their express provisions regarding renewal and protection of a casino gaming license, and therefore a property right exists.

74. CNE's property interest in its license was taken without any compensation.

75. Moreover, CNB and CNE have substantial property interests in real property and contracts that will be substantially diminished by the Amendment.

76. The destruction of CNE's property was not for public use. Rather, the abrogation of CNE's property rights was arbitrary, served no public purpose, and in fact was to the sole benefit of an out-of-state entity, the Choctaw nation.

77. Taking property that does not meet the "public use" restriction of the Fifth Amendment's Taking Clause is strictly prohibited. *Kelo v. City of New London, Conn.*, 545 U.S. 469 (2005).

78. The Amendment's intent and consequence is to revoke CNE's casino license. The Amendment revokes the license without compensation, without public



purpose, and without any notice. This constitutes a violation of the Takings Clause of the United States Constitution and CNB/CNE's substantive due process rights.

**Request for Relief**

79. Plaintiffs request declaratory relief that the Amendment be held unconstitutional;

80. Plaintiffs request a temporary restraining order and preliminary injunction preventing the Amendment from taking effect on November 13, 2024;

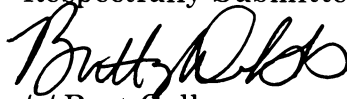
81. Plaintiffs request the Amendment be permanently enjoined;

82. Plaintiffs request compensation for the taking of property;

83. Plaintiffs request attorney's fees and costs, and for all other relief this Court deems appropriate.

Respectfully Submitted,

By:



/s/ Bart Calhoun

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**ECONOMIC DEVELOPMENT**  
**AGREEMENT**

RECEIVED  
POPE COUNTY CLERK

This Economic Development Agreement (the "Agreement") is entered into as of August 13<sup>th</sup> 2019 by and between the citizens of Pope County, Arkansas acting by and through the Pope County Judge Ben Cross (the "County") and Cherokee Nation Businesses, LLC, (the "Operator"). Capitalized terms used and defined elsewhere in this Agreement are defined in Section 1.

**RECITALS**

- A. Operator seeks to make application to the Arkansas Racing Commission (the "Commission") for the casino license established in Arkansas Constitutional Amendment 100 in Pope County, Arkansas (the "License").
- B. As a condition precedent to submission of such application, Operator is required by Amendment 100, the Rules of the Commission, and Arkansas Act 371 of 2019, to provide written evidence of the County's support of said application;
- C. The Pope County Judge has the authority, pursuant to Ark. Const. Amend 55 Sec 1(a) and Ark. Code Ann. Sections 14-14-801(a), 14-14-801(2), 14-14-1102(b)(7)(A), 14-164-201, *et seq.*, 14-170-205, and 14-176-103, to negotiate in good faith with the Operator, to enter into this Agreement, to perform all of the terms and conditions imposed upon the County hereunder, and to require performance by Operator of the terms and conditions upon it hereunder;
- D. Operator's development plans contemplate not only a Casino, but also ancillary facilities including recreational and entertainment components;
- E. The Project will result in hundreds of millions of dollars of capital investment by Operator, thousands of jobs, significant direct and indirect revenues and other economic benefits to the County and surrounding area; and
- F. This Agreement shall become effectuated, fully executed and enforceable upon endorsement signatures of representatives of both the County and Operator and the passage of a Resolution of Support by the Pope County Quorum Court for the Operator's casino license application to be submitted to the Commission.

**NOW, THEREFORE**, in consideration of their execution and delivery of this Agreement, the passage of a Resolution of Support for the Operator and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator and the County hereby agree to the following:

**1. Definitions**

The terms defined in this Section 1 shall have the meanings indicated for purposes of this

Agreement. Capitalized terms which are used primarily in a single Section of this Agreement are defined in that Section.

- (a) "Amendment 100" refers to Amendment 100 to the Arkansas Constitution, known as the Arkansas Casino Gaming Amendment of 2018.
- (b) "Casino" shall have the meaning given such term in Rule 1.065 of the Rules.
- (c) "Commission" means the Arkansas Racing Commission.
- (d) "Rules" means the Arkansas Casino Gaming Rules in effect from time to time as promulgated by the Commission pursuant to Amendment 100.

## **2. General Provisions**

### **2.1 Purpose**

The County has determined that the development, construction and operation of the Project will (i) be in the best interests of the citizens of Pope County and its municipalities; (ii) support and contribute to the economic growth within the County and the entire State of Arkansas; (iii) contribute to the provision and preservation of gainful employment opportunities for residents of the County; and (iv) support and promote tourism in Central Arkansas and the County. Accordingly, the County Judge has evaluated each potential operator for Pope County and the terms of a potential agreement prior to agreeing to the terms of this Agreement.

### **2.2 Application for License**

Operator shall comply with the applicable rules and regulations adopted and/or prescribed by the Commission, presently or in the future, which govern the operation of Casino gaming at the Project, including the Rules. The parties agree that (i) the Rules are incorporated into this agreement, as and when adopted or prescribed, the same as if set forth fully herein, and (ii) in the event of a conflict between the provisions of this Agreement and the Rules, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the Rules in a manner that preserves to the extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.

### **2.3 Term**

The term of this Agreement shall commence upon (i) execution of this Agreement by the County Judge, and the authorized representative of the Operator, and (ii) the passage of a Resolution of Support for the Operator's Casino License Application to be submitted to the Commission, and shall continue until the expiration of the term of the License, including any and all renewals or extensions thereof (the "Term").

**3. Project**

(a) Operator will pursue development of the Project, which will meet the following minimum commitments:

i. a minimum construction cost of Two Hundred Twenty Five Million DOLLARS (\$225,000,000), in addition to the Economic Development Fee referenced in 4.1(b) below;

ii. casino/gaming facilities constructed in compliance with the License and any rules or regulations imposed by the Commission;

iii. a hotel with a minimum of 200 rooms which shall, meet the construction and operational standards necessary to achieve the American Automobile Association's "Four Diamond" hotel rating, or substantial equivalent thereof;

iv. a mixed-use indoor conference and music venue capable of accommodating a minimum of one thousand (1,000) guests;

v. multiple price-point dining facilities, sports bar/communal areas;

vi. a sports book/simulcast parlor, subject to the Commission's Rules;

vii. a waterpark;

viii. a recreational vehicle park;

ix. an outdoor music venue capable of accommodating a minimum of five thousand (5,000) guests;

x. a medical air ambulance landing zone for use by medevac patients; and

xi. a separate, secure office space to be utilized as a sub-station by local law enforcement agencies.

(b) Operator shall use commercially reasonable efforts to promptly apply for, pursue and obtain the License, in the name of its wholly owned subsidiary, Legends Resort and Casino, LLC, an Arkansas LLC, and all other approvals necessary for the design, development, construction and operation of the Project (the "Approvals").

(c) Operator agrees to keep the County reasonably informed with respect to the progress of design and construction of the Project. The County acknowledges and agrees that the Operator may alter the Project and its components from time to time provided that said alterations shall remain in compliance with this Agreement.

### **3.1 Duty to Complete; Commencement of Operations**

The Operator will use commercially reasonable efforts to commence and complete construction of the Project, and to commence operations of the Project, at the earliest dates reasonably practicable, taking into account, among other factors, (i) the process for obtaining the License and the Approvals, and the potential of regulatory delays and/or legal challenges, (ii) the typical time frames for design, development and construction of projects of this nature and magnitude, (iii) the process of recruiting and training the necessary skilled workforce and obtaining all necessary permits/licenses for operating the Project, and (iv) events or factors that are unforeseeable or outside the Operator's control, including any Force Majeure event.

### **3.2 Project Operations**

Operator agrees to diligently operate and maintain the Project in accordance with the Rules and in compliance with this Agreement.

### **3.3 Maintenance; Transfer**

(a) Operator agrees at all times during the term of this Agreement to use reasonable business judgment and diligence to maintain and/or upgrade the improvements comprising the Project, and to refrain from making transfers of any interest in the Project except as may be expressly authorized by the Commission and in consultation with the County Judge and Quorum Court of Pope County.

(b) The terms of this Agreement shall be binding and enforceable by the County against any successor in interest to the Operator.

## **4. Obligations of Operator**

### **4.1 Economic Development Fee**

(a) The Operator recognizes and acknowledges that the construction and operation of the Project will cause direct and indirect impacts and benefits within Pope County. The Operator also recognizes and acknowledges that the ultimate responsibility to mitigate the community impacts of the Project rests upon local governmental units.

(b) The Operator shall be obligated to pay Economic Development Fees in the total amount of Thirty-Eight Million Eight Hundred Thousand DOLLARS (\$38,800,000.00) (the "EDF"), to be distributed among certain municipalities and fire protection districts or associations within Pope County. Operator shall deliver to the Recipients within thirty (30) days of the successful resolution of all litigation or administrative challenges relating to the issuance of the License (the "Final Conditions") cashier's checks, as follows, to-wit:



- i. \$27,599,373 to Pope County, Arkansas;
- ii. \$3,361,608 to the City of Pottsville, Arkansas;
- iii. \$3,532,236 to the City of Atkins, Arkansas;
- iv. \$1,444,000 to the City of London, Arkansas;
- v. \$1,505,356 to the City of Dover, Arkansas;
- vi. \$242,427 to the City of Hector, Arkansas;
- vii. \$800,000 to the Crow Mountain Fire Protection District;
- viii. \$130,000 to the Pope County Fire Association;
- ix. \$30,000 to the Arkansas Tech University Foundation;
- x. \$25,000 to the Russellville Center For the Arts;
- xi. \$25,000 to the Dover Public Education Foundation;
- xii. \$25,000 to the Hector Public Education Foundation;
- xiii. \$25,000 to the Atkins Red Devil Foundation;
- xiv. \$25,000 to the Pottsville Community Scholarship Fund;
- xv. \$10,000 to the Dover Chamber of Commerce;
- xvi. \$10,000 to the Atkins People For a Better Atkins; and
- xvii. \$10,000 to the River Valley Arts Center.

(c) The EDF hereinabove provided is agreed to be appropriate and adequate and fairly and lawfully established. Any share of the EDF that is refused by a Recipient will be paid to Pope County.

#### **4.2 Community Development Grants**

(a) It is in the best interests of the County and the Operator to provide resources for continuing charitable contributions to the people of Pope County, Arkansas. Accordingly, beginning on the second anniversary date of the commencement of Casino gaming operations, and on each subsequent anniversary date during the term of this Agreement, Operator shall contribute the sum of Two Million DOLLARS (\$2,000,000) to a charitable foundation which is properly established and operating pursuant to state and federal law to be designated by the County prior to commencement of the payments described in this sub-section.

(b) The amount of the contributions provided in (a) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.

#### **4.3 Ongoing Research and Economic Development Support**

(a) Operator shall contribute the sum of Twenty Five Thousand DOLLARS (\$25,000), every two (2) years during the term of this Agreement, to the Arkansas Tech University Foundation for purposes of study/research relating to the economic impact of the Project.

(b) Operator shall contribute the sum of One Hundred Thousand DOLLARS (\$100,000) annually to the Russellville Economic Development Alliance, or its successor or assigns.

(c) The amount of the contributions provided in (a) and (b) above shall be adjusted every five (5) years during the term hereof to reflect the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") over the previous five (5) years, calculated by using the most recently published CPI at the date of the adjustment, and the CPI on the same date five (5) years prior to the date of the adjustment.

(d) The contributions provided in (a) and (b) above shall begin on the first anniversary date of the commencement of Casino gaming operations.

#### **4.4 Certain Hiring Practices**

(a) Operator agrees to use commercially reasonable efforts to create positions for and set a targeted goal of filling three percent (3%) of its workforce at the Project with individuals who have one or more "disabilities" (as that term is defined under the Americans with Disabilities Act).

(b) Operator agrees to hire a full time employee certified as an addiction counselor or contract with an appropriate Pope County non-profit organization to provide addiction counseling services.

(c) Operator agrees that upon commencement of operations, all employees who do not receive gratuities as part of their regular compensation will be subject to a \$13 per hour minimum wage.

#### **4.5 Utility Services; Infrastructure**

County agrees to fully cooperate with, utilize its best efforts, and actively assist Operator in the timely procurement of necessary utility and other public services, including, without limitation, electric, gas, water, sewer and sanitation services, as well as necessary infrastructure improvements, including, without limitation, street and highway improvements, access thoroughfares, curb cuts and signalized intersections, all at costs, assessments or rates generally available to other commercial users within Pope County, Arkansas. Operator agrees that it will

assume and pay all costs associated with the street and drainage infrastructure improvements and modifications upon county roadways and rights-of-way necessary for the development of the Project.

## **5. Covenants of Operator**

The Operator covenants that throughout the Term, the Operator shall:

- (a) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence, and refrain from making any organic changes to its legal form (including changing the legal status of its wholly owned subsidiary as an Arkansas LLC), or any changes in the status of the Project site that would have the effect of eliminating or changing any of its responsibilities regarding the payment of taxes, assessments, levies, permit fees, or the like, to the State of Arkansas or any subdivision or agency thereof, or to Pope County or any of its subdivisions, municipalities or agencies thereof
- (b) Do or cause to be done all things necessary to preserve, renew and keep in full force and effect the rights, licenses, registrations, permits, certifications, approvals, consents, franchises, patents, copyrights, trade secrets, trademarks and trade names that are used in the conduct of its businesses and other activities, and comply with all governmental requirements applicable to the operation of its business and other activities, in all material respects, whether now in effect or hereafter enacted.
- (c) Violation or breach of this Section shall result in liquidated damages equal to the then present value of the subsequent 15 years of tax losses to the state of Arkansas, Pope County and all municipalities within, as a direct result of such a breach or violation.

## **6. Default**

### **6.1 Events of Default**

The occurrence of any of the following shall constitute an "Event of Default" under this Agreement:

- (a) If any material representation or warranty made by Operator hereunder shall prove to have been false or misleading in any material respect as of the time made or furnished.
- (b) Subject to Force Majeure, if Operator shall materially default in the performance of any (i) governmental requirement; or (ii) commitment, agreement, covenant, term or condition (other than those specifically described in any other subparagraph of this Section 6.1) of this Agreement, and in such event if Operator shall fail to remedy any such default within one hundred eighty (180) days after receipt of written notice of default with respect thereto.



(c) If Operator fails to make any payments required to be made by Operator hereunder as and when due, and further fails to make any such payment within ninety (90) days after receiving written notice of default from the County; provided that if any such payment be the subject of a good faith dispute as to the amount thereof and Operator is proceeding with diligence to resolve such dispute, the time for making such payment shall be extended pending such resolution.

(d) If the County, either through letter from the County Judge's Office or Resolution of the Quorum Court, endorses or expresses support for any other casino license applicant during the term of this Agreement.

## **5.2 Remedies**

(a) Upon an Event of Default, the County shall have the right if it so elects to: (i) institute and prosecute proceedings to enforce in whole or in part the specific performance of this Agreement by Operator, and/or to enjoin or restrain Operator from commencing or continuing said breach, and/or to cause by injunction Operator to correct and cure said breach or threatened breach; and/or (ii) exercise any and all other remedies available at law or in equity.

(b) Except as expressly stated otherwise, the rights and remedies of the County whether provided by law or by this Agreement, shall be cumulative, and the exercise by the County of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, to the extent permitted by law. No waiver made by the County shall apply to obligations beyond those expressly waived in writing.

(c) In the event that the County, either through letter from the County Judge's Office or Resolution of the Quorum Court endorses or expresses support for any other casino license applicant during the term of this Agreement, this Agreement shall become voidable, at the election of the Operator, after which Operator shall no longer be bound hereunder and may continue to pursue its casino license application utilizing the Resolution of Support before the Commission.

## **6.3 Termination**

Except for the provisions that by their terms survive, this Agreement shall terminate upon the occurrence of any of the following, and upon notification of such occurrence by Operator to County:

(a) The Commission fails to issue the License or issues the same to someone other than Operator;

(b) Operator's License (i) is revoked by a final, non-appealable order; (ii) expires and is not renewed by the Commission and Operator has exhausted any rights it may have to appeal such

expiration or non-renewal; or (iii) subsequently terminates due to conditions the Commission imposes which are not satisfied within the time periods specified therein, subject to any cure periods or extension rights.

## **7. Miscellaneous**

### **7.1 Applicable Law and Construction**

The laws of the State of Arkansas shall govern the validity, performance and interpretation of this Agreement. This Agreement has been negotiated by the County and Operator, and the Agreement, shall not be deemed to have been drafted by the County or by the Operator, but by each of them.

### **7.2 Venue**

The parties expressly agree that any actions or legal proceedings relating to this Agreement may be brought in the State of Arkansas and that any legal action or procedure of any nature which may be brought by any party relating to this Agreement may only be brought in the following venues, to wit: the Circuit Court sitting in Pope County, Arkansas, or the United States District Court sitting in Little Rock, Arkansas.

### **7.3 Complete Agreement**

This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the parties.

### **7.4 No Joint Venture**

The County and the Operator agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the County and Operator as joint venturers or partners.

### **7.5 Time of the Essence**

All times, wherever specified herein for the performance by Operator of its obligations hereunder, are of the essence of this Agreement.

### **7.6 Captions**

The captions of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

## **7.7 Force Majeure**

(a) An event of "Force Majeure" shall mean the following events or circumstances, to the extent that they delay or otherwise adversely affect the performance beyond the reasonable control of Operator, or its agents and contractors, of their duties and obligations under this Agreement: (i) Strikes, lockouts, labor disputes, disputes arising from a failure to enter into a union or collective bargaining agreement, inability to procure materials on favorable terms due to market-wide shortages, failure of utilities, labor shortages or explosions; (ii) Acts of God, tornadoes, floods, sinkholes, fires and other casualties; (iii) Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, or national or international calamities; (iv) Concealed and unknown conditions of an unusual nature that are encountered below ground or in an existing structure; (v) Any litigation or administrative delay which impedes the ability of Operator to complete the Project, unless based in whole or in part on the actions or failure to act of Operator; (vi) The failure by, or unreasonable delay of, the County, the State of Arkansas or any other governmental authority or subdivision to issue any licenses, permits or approvals on terms Operator reasonably deems necessary to develop, construct, open or operate the Project, unless such failure or delay is based materially on the actions or failure to act of Operator, or its agents and contractors; or (vii) Any impacts to major modes of transportation to the Project Site, whether private or public, which adversely and materially impact access to the Project Site.

(b) Notwithstanding any other provision of this Agreement to the contrary, Operator shall be entitled to an adjustment in the time for, or excuse of the performance of, any duty or obligation of Operator under this Agreement for Force Majeure events, but only for the number of days due to and/or resulting as a consequence of such causes and only to the extent that such occurrences actually prevent or delay the performance of such duty or obligation or cause such performance to be commercially unreasonable.

## **7.8 Amendments**

This Agreement may not be modified or amended except by a written instrument signed by the Parties; provided, however, that the parties acknowledge that the Commission may, subsequent to the date of this Agreement, promulgate additional rules or regulations, issue interpretations or adopt policies or evaluation criteria which rules, regulations, interpretations, policies or criteria may conflict with, or may not have been contemplated by, the express terms of this Agreement. In such event, the Parties agree to take all reasonably necessary steps to amend or modify this Agreement to accommodate or reflect the provisions of all such regulations, interpretations, policies or criteria, in a manner that preserves to the fullest extent possible the economic benefits of the transactions contemplated hereby to each of the Parties.

**7.9 Further Assurances and Assistance**

The County and Operator will cooperate and work together in good faith to the extent reasonably necessary and commercially reasonable to accomplish the mutual intent of the parties that the Project be successfully completed as expeditiously as is reasonably possible. The County also agrees to utilize its best efforts to assist Operator in its dealings with the City of Russellville, whether in obtaining required approvals, services, permits or permissions or addressing matters of concern or importance to its officials or citizens.

**7.10 Severability**

In the event one or more provisions of the Agreement shall be deemed unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

**7.11 Exclusivity**

County agrees that it shall not negotiate or enter into another economic development agreement, or any similar agreement to this Agreement, with any other party so long as this Agreement has not been terminated.

**IN WITNESS WHEREOF**, the Parties have set their hands and had their seals affixed on the dates set forth after their respective signatures below on this 13<sup>th</sup> day of August, 2019.

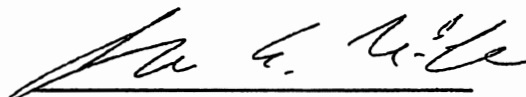
**"COUNTY"**

Counsel for Pope County, Arkansas

By: 

Ben D. Cross  
Pope County Judge

8/13/2019  
@ 7:18 P.M.



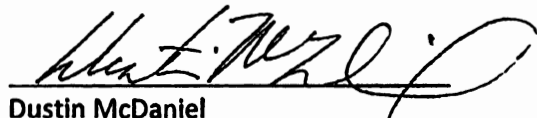
Clayton E. McCall  
McCall Law Firm  
1020 West Main St.  
Russellville, AR 72801

**"OPERATOR"**

Counsel for Cherokee Nation Businesses,  
LLC

By: 

Charles Garrett  
Executive Vice President  
Cherokee Nation Businesses, LLC



Dustin McDaniel  
McDaniel, Richardson and Calhoun, PLLC  
1020 West 4<sup>th</sup> St.  
Suite 410  
Little Rock, AR 72201



# BALLOT QUESTION COMMITTEE ("BQC") FINANCIAL REPORT OF PERSON MEETING THE DEFINITION OF BQC SET FORTH IN § 7-9-402(2)(A)\*

To be filed with:  
Arkansas Ethics Commission  
Post Office Box 1917  
Little Rock, AR 72203  
Phone (501) 324-9600  
Fax (501) 324-9606

(Arkansas Ethics Commission File Stamp)

FILED

OCT 29 2024

ARKANSAS ETHICS  
COMMISSION

BY [Signature]

☐ Check if this report is an amendment to a previously filed report

<b>1. NAME OF COMMITTEE (IN FULL)</b>  Local Voters in Charge	<b>2. TYPE OF REPORT</b> <input type="checkbox"/> Monthly Report (due 15 days after end of month) <input checked="" type="checkbox"/> Preelection Report (due 7 days before election)* <input type="checkbox"/> Final Report (due 30 days after election)  <small>*NOTE: Preelection report must be received by the Ethics Commission on or before due date.</small>
<b>ADDRESS</b>  1310 W. Main St, Suite 201	
<b>CITY, STATE AND ZIP CODE</b>  Russellville, AR 72801	
<b>TELEPHONE NUMBER</b>  479-968-2001	

This report covers period: ( 10- 01-2024 ) through ( 10 - 26 - 2024 )

SUMMARY	FOR REPORTING PERIOD	CUMULATIVE TOTALS
3. BALANCE OF FUNDS AT BEGINNING OF REPORTING PERIOD	\$723,128.23	
4. TOTAL MONETARY CONTRIBUTIONS RECEIVED DURING REPORTING PERIOD	\$8,850,000.00	\$17,650,100.00
5. TOTAL EXPENDITURES MADE DURING REPORTING PERIOD	\$7,560,534.31	\$15,637,506.08
6. BALANCE OF FUNDS AT CLOSE OF REPORTING PERIOD	\$2,012,593.92	

7. ( ) **NO ACTIVITY** Check if you have not received or made any contributions during this reporting period.  
If you have no activity, file the first page of this report only.

I certify under oath that I have examined this report and to the best of my knowledge and belief the information so disclosed is a complete, true, and accurate financial statement.

State of Arkansas

County of Pope } ss

Subscribed and sworn before me this 29<sup>th</sup> day of October, 2024.

(Legible Notary Seal)

My Commission Expires

Aug. 12, 2031

LARRY JACK WALKER JR.  
 Notary Public - Arkansas  
 Pope County  
 Commission # 12715179  
 My Commission Expires Aug 12, 2031

Signature of Ballot Question Committee Officer

Signature of Notary Public

LARRY JACK WALKER JR.  
 Notary Public - Arkansas  
 Pope County  
 Commission # 12715179  
 My Commission Expires Aug 12, 2031

\* Ark. Code Ann. § 7-9-402(2)(A) provides as follows: "ballot question committee" means any person, located within or outside Arkansas, who makes expenditures for the purpose of expressly advocating the qualification, disqualification, passage, or defeat of any ballot question, or any person, other than an elected official, expending public funds, or an individual, located within or outside Arkansas, who makes expenditures for the purpose of qualification, disqualification, passage, or defeat of any ballot question.

Revised 12/2017

PLAINTIFF'S  
EXHIBIT

B

## 8. LOAN INFORMATION

Please Type or Print

### Do Not List Loans Previously Reported

[illegible]

#### 10. ITEMIZED MONETARY CONTRIBUTIONS OF \$50 OR MORE RECEIVED BY COMMITTEE

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Use Additional Copies of this Page if Necessary

[illegible]

## ITEMIZED MONETARY CONTRIBUTIONS OF \$50 OR MORE RECEIVED BY COMMITTEE

Date of Receipt	Name of Contributor	Street Address of Contributor	Place of Business Employer/Occupation	Amount of Contribution	Cumulative Total from this Contributor
	None				
<b>11. TOTAL ITEMIZED MONETARY CONTRIBUTIONS OF \$50 OR MORE</b>					\$8,850,000.00
<b>12. TOTAL UNITEMIZED MONETARY CONTRIBUTIONS</b>					\$0.00
<b>13. TOTAL MONETARY CONTRIBUTIONS THIS REPORT</b> <small>(Includes totals from lines 9, 11, and 12)</small>					\$8,850,000.00



None

**14. NONMONEY CONTRIBUTIONS RECEIVED BY COMMITTEE**  
 (Does not include volunteer services by individuals)

Date of Receipt	Name of Contributor	Street Address of Contributor	Description and Value of Nonmoney Item	Cumulative Total from this Contributor
	None			
<b>15. TOTAL NONMONEY CONTRIBUTIONS THIS REPORT</b>			<b>\$0.00</b>	

**IMPORTANT**

In addition to monetary contributions, committees should report the receipt of any nonmoney ("in-kind") contributions. A committee receives an in-kind contribution whenever a person provides the committee with an item or service without charge or for a charge that is less than the fair market value of the item or service in question.

**16. ITEMIZED EXPENDITURES OF \$100 OR MORE MADE BY COMMITTEE  
OR ON BEHALF OF COMMITTEE BY ADVERTISING AGENCY, PUBLIC  
RELATIONS FIRM, OR POLITICAL CONSULTANT**

Please Type or Print

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Date	Name of Person to Whom Expenditure was Made	Street Address	Amount of Expenditure	Purpose of Expenditure
10/01/2024	Consensus Communications, Inc.	201 S. Orange Ave., Suite #950 Orlando, FL 32801	\$21,500.00	Campaign Consulting Fee
10/01/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$150,000.00	Media Placement
10/01/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/02/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/02/2024	Hill Research Consultants	370 East Thach Avenue Auburn, AL 36830	\$30,128.00	Polling Services
10/02/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/02/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$269,695.00	Media Placement
10/04/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$750,000.00	Media Placement
10/04/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/08/2024	Hill Research Consultants	370 East Thach Avenue Auburn, AL 36830	\$30,128.00	Polling Services
10/08/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/08/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$282,425.00	Media Placement
10/08/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/10/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$1,032,425.00	Media Placement
10/10/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/10/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/10/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$103,826.87	Direct Mail
10/15/2024	Supernova Digital Communications	420 East Jefferson St. #106 Tallahassee, FL 32301	\$30,273.75	Digital Ads
10/15/2024	ElectionConnections.com	420 East Jefferson St. #106 Tallahassee, FL 32301	\$16,070.10	Text Ads
10/15/2024	Lamar Advertising Company	5321 Corporate Blvd. Baton Rouge, LA 70808	\$2,884.00	Billboard Ads
10/16/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/16/2024	Hill Research Consultants	370 East Thach Avenue Auburn, AL 36830	\$31,398.00	Polling Services

Revised 12/2017

**16. ITEMIZED EXPENDITURES OF \$100 OR MORE MADE BY COMMITTEE  
OR ON BEHALF OF COMMITTEE BY ADVERTISING AGENCY, PUBLIC  
RELATIONS FIRM, OR POLITICAL CONSULTANT**

Please Type or Print

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Date	Name of Person to Whom Expenditure was Made	Street Address	Amount of Expenditure	Purpose of Expenditure
10/16/2024	Price's Town and Country Store	207 S. Knoxville Russellville, AR 72801	\$647.46	Supplies
10/17/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$516,425.00	Media Placement
10/17/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/17/2024	Courier News	201 E. 2nd St. Russellville, AR 72801	\$489.00	Newspaper Ad
10/17/2024	Posey Printing Company, Inc.	715 W. C St. Russellville, AR 72801	\$12,971.00	Paper Ads
10/19/2024	Atwoods	2804 S. Arkansas Russellville, AR 72802	\$80.63	Supplies
10/21/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/21/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$325,000.00	Media Placement
10/21/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$516,000.00	Media Placement
10/21/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/21/2024	Harbor Freight	104 N. Hampton Ave. Russellville, AR 72802	\$11.21	Supplies
10/21/2024	Supernova Digital Communications	420 East Jefferson St. #106 Tallahassee, FL 32301	\$148,390.13	Digital Ads
10/21/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/22/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$134,015.59	Media Placement
10/22/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/22/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/22/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$97,552.95	Direct Mail
10/22/2024	Hill Research Consultants	370 East Thach Avenue Auburn, AL 36830	\$48,600.00	Polling Services
10/22/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/22/2024	Harbor Freight	104 N. Hampton Ave. Russellville, AR 72802	\$152.59	Supplies
10/24/2024	Price's Town and Country Store	207 S. Knoxville Russellville, AR 72801	\$784.80	Supplies
10/24/2024	Atwoods	2804 S. Arkansas Russellville, AR 72802	\$26.13	Supplies

Revised 12/2017

**ITEMIZED EXPENDITURES OF \$100 OR MORE MADE BY COMMITTEE  
OR ON BEHALF OF COMMITTEE BY ADVERTISING AGENCY, PUBLIC  
RELATIONS FIRM, OR POLITICAL CONSULTANT**

Please Type or Print

Date	Name of Person to Whom Expenditure was Made	Street Address	Amount of Expenditure	Purpose of Expenditure
10/24/2024	TCPrint Solutions	4150 E. 43rd St. North Little Rock, AR 72231	\$7,062.76	Signage
10/24/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/24/2024	Consensus Media, LLC	201 S. Orange Ave., Suite #950 Orlando, FL 32801	\$141,989.00	Social Media
10/24/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/24/2024	Supernova Digital Communications	420 East Jefferson St. #106 Tallahassee, FL 32301	\$180,218.90	Digital Ads
10/24/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/24/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/24/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$142,789.20	Direct Mail
10/24/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$190,499.61	Direct Mail
10/24/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/24/2024	PCI Consultants, Inc.	26500 W. Agoura Road. Suite 102-146 Calabasas, CA 91302	\$800,000.00	Canvassing Services
10/25/2024	Art and Copy Partners, LLC	3245 Peachtree Parkway Suite D #238 Suwanee, GA 30024	\$167,502.36	Direct Mail
10/25/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/25/2024	ElectionConnections.com	420 East Jefferson St. #106 Tallahassee, FL 32301	\$190,487.30	Text Ads
10/25/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/25/2024	SRH Media, Inc.	202 Rosalie Cove Court Silver Spring, MD 20905	\$1,032,425.00	Media Placement
10/25/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
10/25/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$15.00	Wire Fee
10/25/2024	Supernova Digital Communications	420 East Jefferson St. #106 Tallahassee, FL 32301	\$155,115.68	Digital Ads
10/25/2024	First State Bank	3103 E. Main. St. Russellville, AR 72802	\$20.00	Wire Fee
<b>17. TOTAL ITEMIZED EXPENDITURES OF \$100 OR MORE</b>				<b>\$7,560,505.02</b>
<b>18. TOTAL UNITEMIZED EXPENDITURES</b>				<b>\$29.29</b>
<b>19. TOTAL EXPENDITURES THIS REPORT</b> (includes totals from lines 17 and 18)				<b>\$7,560,534.31</b>

Revised 12/2017

## 20. EXPENDITURES BY CATEGORY

Please Type or Print

CATEGORY	TOTAL AMOUNT
Advertising	\$5,894,362.21
Direct Mail	\$702,170.99
Office Supplies	\$1,732.11
Travel	
Telephone	
Other Expenses (list)	
Consulting Services	\$21,500.00
Bank Fees	\$515.00
Polling Services	\$140,254.00
Background Checks	
Canvassing Services	\$800,000.00
Legal Costs	
<b>21. TOTAL EXPENDITURES BY CATEGORY</b>	<b>\$7,560,534.31</b>



STATE OF ARKANSAS



*This license is issued pursuant to the requirements of Amendment 100. It must be posted in a conspicuous place in the addressed premises.*

Cherokee Nation Entertainment LLC  
Physical: 330 Hob Nob Road  
Russellville, AR 72802

License #: CGS 2024 LC 001

Mailing: 777 W Cherokee St  
Catoosa, OK 74015

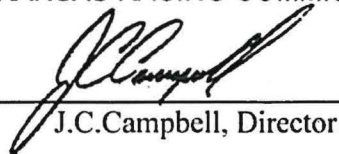
ARKANSAS  
GAMING LICENSE

CASINO LICENSEE  
OPERATOR OF CASINO GAMING

10 Year License

A person who is the owner of any interest in a licensed gaming establishment shall not transfer, pledge or make any disposition of that interest without prior approval of the Arkansas Racing Commission.

ISSUED BY THE  
ARKANSAS RACING COMMISSION

  
J.C. Campbell, Director

Effective Date: June 27, 2024  
Expiration Date: June 27, 2034

PLAINTIFF'S  
EXHIBIT

C

**Local Voters in Charge**  
1310 W. Main St., Suite 201  
Russellville, AR 72801  
(479) 968-2001

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April 3, 2024

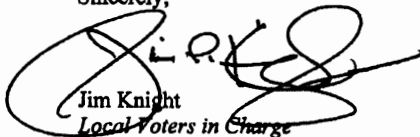
Subject: Revised Ballot Initiative Proposal

Dear Mr. Thurston,

Attached is the new petition packet for the Ballot Initiative proposed by Local Voters in Charge (LVC) to be filed with your office in accordance with the initiative process as outlined by your office, the Arkansas Ethics Commission, Article 5 § 1 of the Arkansas Constitution, and Arkansas Code Title 7, Chapter 9. With this new petition packet, LVC is replacing its previous packet that was filed on April 1, 2024, due to changes for a scrivener's error and for adding the "FOR OFFICE USE ONLY" box to the signature page. No copies of the April 1, 2024 version of the petition have been or will be printed for circulation. Once file marked, LVC will begin printing and circulating for signature this April 3, 2024, version of the petition.

Thank you for your consideration of this petition and for your work in the State of Arkansas.

Sincerely,

  
Jim Knight  
Local Voters in Charge

Enclosures (4 total pages)

FILED  
APR 03 2024  
Arkansas  
Secretary of State

PLAINTIFF'S  
EXHIBIT

**D**





### Instructions to Canvassers and Signers

1. Under the Arkansas Constitution, citizens have the power to (a) initiate legislation by petition of 8% of the legal voters, (b) initiate constitutional amendments by petition of 10% of legal voters, or (c) order a referendum on any general act or any item of an appropriation bill or measure passed by the General Assembly by petition of 6% of legal voters. A proposed measure must be submitted at a regular election. Referendum petitions may be referred at special elections on petition of 15% of the registered voters. Any measure submitted to the people becomes law when approved by a majority of the votes cast upon such measure.

2. Only registered voters may sign. All signatures must be in the signer's own handwriting and in the presence of the person circulating the petition. Each petition part should contain only the signatures of voters residing in a single county.

3. A signer must provide her or her printed name, date of birth, residence, city or town of residence, and date of signing. If, due to a disability, a petition signer needs help providing this information, another person may print the signer's information and that person must sign and print her or her name in the petition's margin.

4. A canvasser must be both a citizen of the United States and a resident of the State of Arkansas.

5. Under A.C.A. § 7-9-103, a person commits a Class A misdemeanor, punishable by a fine of up to \$2,500 and confinement of up to one year in jail, if the person knowingly (a) prints a name, address, or birth date other than his or her own to a petition or (b) prints the date of signing for another person, unless the signer requires assistance due to disability and the person complies with § 7-9-103.

6. Under A.C.A. §§ 5-55-601 and 7-9-109, a person commits a Class D felony, punishable by a fine of up to \$10,000 and up to six years imprisonment, if the person:

- Knowingly:
  - Signs a name other than his or her name to a petition;
  - Signs his or her name more than once on a petition; or
  - Signs a petition when he or she is not legally entitled to do so;
- While acting as a canvasser, notary, sponsor, as defined under A.C.A. § 7-9-101, or as a sponsor's agent:
  - Signs a name other than his or her own to a petition;
  - Prints a name, address, or birth date other than his or her own to a petition, unless the signor requires assistance due to disability and the person complies with § 7-9-103;
  - Solicits or obtains a signature to a petition knowing that the person signing is not qualified to sign the petition;
  - Knowingly pays a person any form of compensation in exchange for signing a petition as a petitioner;
  - Accepts or pays money or anything of value for obtaining signatures on a petition when the person acting as a canvasser, sponsor, or agent of a sponsor knows that the person acting as a canvasser's name or address is not included on the sponsor's list filed with the Secretary of State under § 7-9-601; or
  - Knowingly misrepresents the purpose and effect of the petition or the measure for the purpose of causing a person to sign a petition;
- While acting as a canvasser, knowingly makes a false statement on a petition verification form;
- While acting as a sponsor, files a petition or a petition part with the official charged with verifying the signatures knowing that the petition or petition part contains one or more false or fraudulent signatures, unless the sponsor clearly strikes each false or fraudulent signature before filing;
- While acting as a canvasser, witnesses signatures on a petition part but knowingly allows another canvasser who did not witness all signatures on a petition part to execute a false verification affidavit with respect to that petition part; or
- While acting as a sponsor, sponsor's agent, or representative:
  - Knowingly pays a canvasser for petitioner signatures on a petition part not personally witnessed by that paid canvasser; or
  - Knowingly submits to the Secretary of State a petition part where the verifying canvasser has not witnessed each signature on that petition part.

7. Under A.C.A. § 7-9-601, a person commits a Class A misdemeanor, punishable by a fine of up to \$2,500 and up to one year in jail, if the person pays or offers to pay a person, or receives payment or agrees to receive payment, on a basis related to the number of signatures obtained on a statewide petition.



Tim Griffin  
Attorney General of Arkansas

Revised 3/02/23

Arkansas  
Secretary of State

APR 03 2024

D



## INITIATIVE PETITION

To the Honorable John Thurston, Secretary of State of the State of Arkansas:

We, the undersigned registered voters of the State of Arkansas, respectfully propose the following amendment to the Constitution of the State: An amendment requiring local voter approval in a countywide special election for certain new casino licenses and repealing authority to issue a casino license in Pope County, Arkansas. By this, our petition, order that the same be submitted to the people of said state, to the end that the same may be adopted, enacted, or rejected by the vote of the registered voters of the state at the regular general election to be held on the 5th day of November, 2024, and each of us for himself or herself says: "I have personally signed this petition; I am a registered voter of the State of Arkansas, and my printed name, date of birth, residence, city or town of residence, and date of signing this petition are correctly written after my signature."

FOR OFFICE USE ONLY

Valid of \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_

A full and correct copy of the popular name, ballot title, and the proposed measure is attached hereto.

VOTERS REGISTERED IN						COUNTY	
	Signature	Printed Name	Date of Birth	Residence (Street Address)	City or Town of Residence	County of Residence	Date of Signing
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

**FILED**  
APR 03 2024  
Arkansas  
Secretary of State

State of Arkansas, County of \_\_\_\_\_ (county where notary signs)

I, \_\_\_\_\_, being duly sworn, state that each of the foregoing persons signed his or her own name to this sheet of petition in my presence. To the best of my knowledge and belief, each signature is genuine and each signer is a registered voter of the State of Arkansas, in the County listed. At all times during the circulation of this signature sheet, an exact copy of the Popular Name, Ballot Title, and text was attached to this signature sheet. My current residence address is correctly stated below.

Signature: \_\_\_\_\_

Current Residence: \_\_\_\_\_

Indicate one: ( ) Paid Canvasser ( ) Volunteer/Unpaid Canvasser

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ well known to me (or satisfactorily proven by identification documents provided) to be the person described in the foregoing Canvasser Affidavit and acknowledged that s/he executed the same in the capacity of a Canvasser for the purpose of fulfilling legal requirements of a Canvasser in the State of Arkansas, and that I personally witnessed the signature of the Canvasser.

Signature of Notary: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Residence County of Notary: \_\_\_\_\_

**Popular Name**

"An amendment requiring local voter approval in a countywide special election for certain new casino licenses and repealing authority to issue a casino license in Pope County, Arkansas."

**Ballot Title**

"An amendment to the Arkansas Constitution, Amendment 100, § 4, subsection (i), to reduce the number of casino licenses that the Arkansas Racing Commission is required to issue from four to three; amending Amendment 100, § 4, subsections (k) through (n), to repeal authorization for a casino in Pope County, Arkansas and to repeal the authority of the Arkansas Racing Commission to issue a casino license for Pope County, Arkansas; amending Amendment 100 § 4, to add subsection (s), providing that if the Arkansas Racing Commission, or other governing body, issues a casino license for a casino in Pope County, Arkansas prior to the effective date of this Amendment, then said license is revoked on the effective date of this Amendment; amending Amendment 100 § 4, to add subsection (t), providing that if a future constitutional amendment authorizes the issuance of a casino license in any county other than those issued now or hereafter for Crittenden County (to Southland Racing Corporation), Garland County (to Oaklawn Jockey Club, Inc.) and Jefferson County (to Downstream Development Authority of the Quapaw Tribe of Oklahoma and later transferred to Saracen Development, LLC), then the quorum court of each county where a casino is to be located shall call a special election by ordinance to submit the question of whether to approve of a casino in the county; amending Amendment 100 § 4, to add subsection (t)(1)–(3), setting the date for the special election and requiring the ordinance calling the special election to state the election date and to specify the format of the question on the ballot as "FOR a casino in [ ] County" and "AGAINST a casino in [ ] County," and, "The question presented to voters must include whether or not a casino may be located in the county"—"A casino is defined as a facility where casino gaming is conducted"; amending Amendment 100 § 4, to add subsection (t)(4), requiring the county board of election commissioners to publish the ordinance calling the special election as soon as practicable in a newspaper of general circulation in the county in which the special election is held; amending Amendment 100 § 4, to add subsection (t)(5), requiring a majority of those in the county who vote at the election in certain counties where a future casino is proposed to be located to approve of the casino at the special election before the Arkansas Racing Commission, or other governing body, may accept any applications for a casino license in that county; making this Amendment effective on and after November 13, 2024; providing that the provisions of this Amendment are severable in that if any provision or section of this Amendment or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application that can be given effect without the invalid provision or application; and repealing all laws or parts of laws in conflict with this Amendment."

**Full Text of the Proposed Measure****SECTION 1. Repeal of Authorization for a Casino in Pope County.**

Arkansas Constitution, Amendment 100, § 4, subsections (i) – (n), are amended to read as follows, with stricken language to be deleted from Amendment 100 and underlined language to be added to Amendment 100:

- (i) The Arkansas Racing Commission shall issue ~~four~~ three casino licenses.
- (j) The Arkansas Racing Commission shall issue a casino license, as provided in this Amendment, to a Franchise holder located in Crittenden County, there being only one, to conduct casino gaming at a casino to be located at or adjacent to the Franchise holder's greyhound racing track and gaming facility as of December 31, 2017 in Crittenden County. The Arkansas Racing Commission shall also issue a casino license, as provided in this Amendment, to a Franchise holder located in Garland County, there being only one, to conduct casino gaming at a casino to be located at or adjacent to the Franchise holder's horse racing track and gaming facility as of December 31, 2017 in Garland County. Casino licenses to be issued to Franchise holders shall be issued upon:
  - (1) Adoption by the Arkansas Racing Commission of rules necessary to carry out the purposes of this Amendment; and

Arkansas  
Secretary of State

APR 08 2024

FILED



- (2) Initial laws and appropriations required by this Amendment being in full force and effect.
- (k) ~~The Arkansas Racing Commission shall award a casino license to a casino applicant for a casino to be located in Pope County within two miles of the city limits of the county seat.~~ The Arkansas Racing Commission shall also award a casino license to a casino applicant for a casino to be located in Jefferson County within two miles of the city limits of the county seat.
- (l) Casino licensees are required to conduct casino gaming for as long as they have a license.
- (m) The Arkansas Racing Commission shall require all casino applicants for a casino license in ~~Pope County~~ and Jefferson County to demonstrate experience conducting casino gaming.
- (n) The Arkansas Racing Commission shall require all casino applicants for a casino license in ~~Pope County~~ and Jefferson County to submit either a letter of support from the county judge or a resolution from the quorum court in ~~the county where the proposed casino is to be located~~ Jefferson County and, if the proposed casino is to be located within a city or town, shall also require all casino applicants to include a letter of support from the mayor in the city or town where the applicant is proposing the casino to be located.

**SECTION 2. Revocation of any casino license issued for Pope County, Arkansas prior to the effective date of this Amendment.**

Arkansas Constitution, Amendment 100, § 4, is amended to add subsection (s) to read as follows with underlined language to be added to Amendment 100:

- (s) If the Arkansas Racing Commission, or other governing body, issues a casino license for a casino in for Pope County, Arkansas prior to the effective date of this Amendment, then said license is revoked on the effective date of this Amendment.

**SECTION 3. Requiring the county quorum court to call a special countywide election on the question of whether to approve of any future casino to be located in the county, excepting casinos operating in Crittenden County (pursuant to a license issued now or hereafter to Southland Racing Corporation), Garland County (pursuant to a license issued now or hereafter to Oaklawn Jockey Club, Inc.) and Jefferson County (pursuant to a license issued now or hereafter to Downstream Development Authority of the Quapaw Tribe of Oklahoma and later transferred to Saracen Development, LLC).**

Arkansas Constitution, Amendment 100, § 4, is amended to add subsection (t) to read as follows with underlined language to be added to Amendment 100:

- (t) If a constitutional amendment authorizes or otherwise allows the issuance of a casino license in any county other than those issued now or hereafter for Crittenden County (to Southland Racing Corporation), Garland County (to Oaklawn Jockey Club, Inc.) and Jefferson County (to Downstream Development Authority of the Quapaw Tribe of Oklahoma and later transferred to Saracen Development, LLC), then the quorum court of each county where a casino is to be located shall call a special election by ordinance to submit the question of whether to approve of a casino in the county.
- (1) Except as provided in subsection (t)(2), the special election shall be held on the second Tuesday of:  
(A) March or November in a year when a presidential election is held; or  
(B) May or November of all other years.
- (2) (A) Special elections scheduled to occur in a month in which the second Tuesday is a legal holiday shall be held on the third Tuesday of the month.  
(B) Special elections held in months in which a preferential primary election or general election is scheduled to occur shall be held on the date of the preferential primary election or general election.

Arkansas  
Secretary of State

APR 06 2024  
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- (3) The ordinance calling the special election shall:  
(A) State the date of the special election; and  
(B) Require the special election ballot to set forth the question substantially as follows:

"FOR a casino in [ ] County

AGAINST a casino in [ ] County

The question presented is whether or not a casino may be located in the county. A casino is defined as a facility where casino gaming is conducted."

- (4) The county board of election commissioners shall publish the ordinance calling the special election as soon as practicable in a newspaper of general circulation in the county in which the special election is held.
- (5) A majority of the voters in the county where the casino is proposed to be located must approve of a casino at the special election before the Arkansas Racing Commission, or other governing body, may accept any applications for a casino license in that county.

**SECTION 4. Severability.**

If any provision or section of this Amendment or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or application of the Amendment that can be given effect without the invalid provisions or applications, and to this end the provisions of this Amendment are declared to be severable.

**SECTION 5. Repeal of Conflicting Laws.**

By adoption of this Amendment, all Arkansas laws or parts of Arkansas laws in conflict with this Amendment are repealed.

**SECTION 6. Effective Date.**

This amendment shall be effective on and after November 13, 2024.

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Arkansas  
Secretary of State

