IN THE MATTER OF:	§	
	§	
HOME DEPOT U.S.A., INC.	§	
	§	
-and-	§	
	§	
THE HOME DEPOT, INC.	§	

RECEIVED
ATTORNEY GENERAL OF OHIO

NOV 2 4 2020

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE[1]

This Assurance of Voluntary Compliance is entered into by the Attorneys General of Alaska, Arizona, Arkansas, California,[2] Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin (the "Attorneys General") and The Home Depot U.S.A., Inc. and The Home Depot, Inc. to resolve the Attorneys General's investigation into the data breach announced by The Home Depot on September 8, 2014. The Attorneys General and The Home Depot are referred to collectively as "the Parties."

In consideration of their mutual agreements to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

[1] This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

[2] The State of California is simultaneously entering into a settlement in a form consistent with the requirements of California law. That settlement incorporates the substantive terms of this Assurance and any differences between California's settlement and this Assurance arise from the differences as to form.

I. INTRODUCTION AND THE PARTIES

1. This Assurance constitutes a good faith settlement and release between The Home Depot and the Attorneys General of claims related to the data breach, publicly announced by The Home Depot on September 8, 2014 (such data breach referred to herein as the "Data Breach").

2. The Attorneys General have defined jurisdiction under the laws, or assert jurisdiction under the common law, of their respective States for the enforcement of state Consumer Protection Acts, Personal Information Protection Acts, and Security Breach Notification Acts, as defined below.

3. Home Depot U.S.A., Inc. is a Delaware corporation with a principal place of business located at 2455 Paces Ferry Road, Atlanta, GA 30339. The Home Depot, Inc. is a Delaware corporation with a principal place of business located at 2455 Paces Ferry Road, Atlanta, GA 30339.

II. DEFINITIONS

4. For the purposes of this Assurance, the following definitions shall apply:

A. "Cardholder Data Environment" shall mean The Home Depot's technologies that store, process, or transmit payment card authentication data for U.S. consumers, consistent with the phrase as used in the Payment Card Industry Data Security Standard ("PCI DSS").[3]

B. "Company Network" shall mean The Home Depot's Cardholder Data Environment and any The Home Depot network component, the compromise of which The Home Depot reasonably believes would also impact the security of the Cardholder Data Environment.

[3] In this document, PCI-DSS (as used here and throughout) refers to the standard in place as of the Effective Date of this Assurance and to subsequent versions as adopted.

C. "Consumer" shall mean any individual who initiates a purchase of or purchases goods or services from a Home Depot store in the U.S.; any individual who returns merchandise to a Home Depot store in the U.S.; or any individual who otherwise provides Personal Information to The Home Depot in connection with any other retail transaction at a Home Depot store in the U.S.

D. "Consumer Protection Acts" shall mean the State citation(s) listed in Appendix A.

E. "Effective Date" shall be December 21, 2020.

F. "The Home Depot," or the "Company" shall mean Home Depot U.S.A., Inc. and The Home Depot, Inc., and their affiliates, subsidiaries, divisions, successors, and assigns doing business in the U.S. that maintain, process, or transmit payment card authentication data in connection with transactions at retail locations in the U.S.

G. "Personal Information" shall include the data elements in the definitions set forth in the Consumer Protection Acts, Personal Information Protection Acts, and Security Breach Notification Acts. For purposes of Paragraph 13, Personal Information shall include the first name or first initial and last name of a Consumer who is a resident of a State that is a Party to this Assurance in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number; (c) state-issued identification card number; or (d) financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to the Consumer's financial account.

H. "Personal Information Protection Acts" shall mean the State citation(s) listed in Appendix B.

I. "Security Breach Notification Acts" shall mean the State citation(s) listed in Appendix B.

J. "Security Event" shall mean any potential compromise to the confidentiality, integrity, or availability of a Company information asset that includes Personal Information.

III. INJUNCTIVE RELIEF

A. INFORMATION SECURITY PROGRAM REQUIRED

5. The Home Depot shall, within one hundred and eighty (180) days after the Effective Date of this Assurance, further develop, implement, and maintain a comprehensive information security program ("Information Security Program") that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information The Home Depot collects or obtains from Consumers.

6. The Home Depot's Information Security Program shall be written and shall contain administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of The Home Depot's operations; (ii) the nature and scope of The Home Depot's activities; and (iii) the sensitivity of the Personal Information that The Home Depot maintains.

7. The Home Depot may satisfy the requirement to implement and maintain the Information Security Program, through review, maintenance, and, as necessary, updating of an existing information security program or existing safeguards, provided that such existing information security program and safeguards meet the requirements set forth in this Assurance.

8. The Home Depot shall employ an executive or officer (hereinafter referred to as Chief Information Security Officer ("CISO")) with appropriate credentials, background, and expertise in information security who shall be responsible for overseeing the Company's implementation and maintenance of the Information Security Program. The Home Depot shall document the duties and responsibilities of the executive or officer and ensure that the executive or officer's responsibilities include advising the Chief Executive Officer and the Board of Directors of The Home Depot's security posture, security risks faced by The Home Depot, and the security implications of The Home Depot's decisions.

9. The Home Depot shall provide the resources and support reasonably necessary to allow the Information Security Program to be fully implemented and to function as required and intended by this Assurance.

10. The Home Depot must provide security awareness and privacy training to all personnel whose job involves access to the Company Network or responsibility for U.S. Consumers' Personal Information appropriate to their job responsibilities and functions. Within one hundred and eighty (180) days of the Effective Date, The Home Depot shall either provide such training or confirm that such training has been provided within the past twelve months, and thereafter, shall provide it to all such personnel on at least an annual basis. The Home Depot also shall provide training to personnel with key responsibilities for implementation and oversight of the Information Security Program including but not limited to the executive or officer described in Paragraph 8, regarding the requirements of this Assurance.

B. SPECIFIC SAFEGUARDS

11. The Home Depot's Information Security Program shall be reasonably designed and implemented for the appropriate handling and investigation of Security Events involving Personal Information collected from Consumers.

12. The Home Depot shall make reasonable efforts to maintain and support the software on its networks taking into consideration the impact an update will have on data security in the context of the Company Network and the scope of the resources required to address an end-of-life software issue.

13. The Home Depot shall maintain encryption protocols and related policies that are reasonably designed to encrypt Personal Information stored on laptops or other portable devices or when transmitted across public networks or wirelessly, and as The Home Depot determines is reasonably necessary, any other sensitive consumer information that is collected and stored by The Home Depot.

14. The Home Depot shall comply with Payment Card Industry Data Security Standards ("PCI DSS") with respect to its Cardholder Data Environment and any Home Depot system component the breach of which Home Depot should reasonably believe would impact the security of the Cardholder Data Environment.

15. **Segmentation**: The Home Depot shall implement and maintain policies and procedures reasonably designed to segment its network, and to permit systems to communicate as necessary to perform their business and/or operational functions. At a minimum these policies and procedures include:

A. The Home Depot shall take reasonable, risk-based steps to scan and map the connections between its Cardholder Data Environment and the rest of the Company

Network in order to determine avenues of traffic to the Cardholder Data Environment and to identify and assess potential penetration vulnerabilities to the Cardholder Data Environment;

B. The Home Depot shall segment its Cardholder Data Environment consistent with PCI DSS; and

C. The Home Depot shall take steps reasonably designed to appropriately maintain the separation of its development and production environments.

16. **Logging and Monitoring**: The Home Depot shall, to the extent technically feasible, implement reasonable controls to manage the access of any device attempting to connect to the Cardholder Data Environment, through hardware or software tools such as firewalls, authentication credentials, or other such access-restricting mechanism. The Home Depot shall maintain an appropriate system to collect logs and monitor network activity, such as through the use of a security information and event management tool ("SIEM tool"). The Home Depot shall ensure that the SIEM tool is properly configured, regularly updated and maintained to ensure that Security Events are reviewed and that appropriate follow-up and remediation is taken with respect to Security Events.

17. **Access Control and Account Audits**: The Home Depot shall implement and maintain appropriate policies, procedures, and controls reasonably designed to manage and audit the use of The Home Depot's individual accounts, system administrator accounts, service accounts, and vendor accounts. These policies, procedures, and controls shall include appropriate measures to manage administrative privileges and accounts, including local administrative accounts which shall be configured with unique user names and passwords. The Home Depot shall continue to monitor such for anomalous behavior indicative of a Security Event.

18. **Password Management**: The Home Depot shall implement and maintain password policies and procedures requiring risk-based controls to manage access to, and use of, The Home Depot's individual accounts, service accounts, and vendor accounts, including strong and complex passwords and password rotation, and prohibit the use of default, group, shared, or generic passwords.

19. **Two-Factor Authentication**: The Home Depot shall adopt a reasonable and risk-based approach requiring two-factor authentication both for the Company's system administrator accounts and for remote access into the Company Network.

20. **File Integrity Monitoring**: The Home Depot shall implement and maintain reasonable controls designed to prevent and detect unauthorized modifications to critical applications or operating system files within the Cardholder Data Environment, or the unauthorized modification or creation of objects within critical system folders.

21. **Firewalls**: The Home Depot shall implement and maintain firewall policies and procedures to restrict connections between internal networks to the Cardholder Data Environment through appropriately configured hardware and software tools as part of its defense-in-depth architecture.

22. **Payment Card Security**: The Home Depot shall implement, where appropriate, steps designed to reasonably manage the review, and where reasonable and appropriate, adopt improved, industry-accepted payment card security technologies relevant to The Home Depot's business and Cardholder Data Environment.

23. **Devalue Payment Card Information**: The Home Depot shall make reasonable efforts to devalue payment card information, such as by implementing encryption of payment card information throughout the course of a retail transaction at a Home Depot store.

24. **Risk Assessment Program**: Home Depot shall conduct an annual risk assessment which includes:

A. The identification of internal and external risks to the security, confidentiality, or integrity of Personal Information that could result in the unauthorized disclosure, misuse, loss, alteration, destruction, or other compromise of such information;

B. An assessment of safeguards in place to control these risks;

C. The evaluation and adjustment of the Information Security Program in light of the results of such testing and monitoring;

D. The implementation of reasonable safeguards to control these risks; and

E. Documentation of safeguards implemented in response to such annual risk assessments.

25. **Penetration Testing**: The Home Depot shall implement and maintain a risk-based penetration testing program reasonably designed to identify, assess, and remediate potential security vulnerabilities within The Home Depot's environment. Such testing shall occur on at least an annual basis, shall include penetration testing of The Home Depot's internal and external network defenses, and shall include appropriate remediation of vulnerabilities revealed by such testing, as well as documentation of such remediation.

26. **Intrusion Detection Solution**: The Home Depot shall implement and maintain intrusion detection systems reasonably designed to detect and prevent unauthorized access to its environment.

27. **Vendor Account Management**: The Home Depot shall develop, implement, and revise as necessary written, risk-based policies and procedures for auditing vendor compliance with The Home Depot's Information Security Program. These policies and procedures shall

include (i) contractual terms that the vendor comply with The Home Depot's information security requirements; (ii) periodic evaluations of vendor's cybersecurity practices and compliance with The Home Depot's requirements and onsite security reviews of critical vendors' security practices; (iii) granting vendors the minimum access necessary to perform their duties and responsibilities; and (iv) monitoring the range of IP addresses and login times typically associated with vendors.

IV. SETTLEMENT COMPLIANCE ASSESSMENT

28. The Home Depot shall obtain an information security assessment and report from a third-party professional ("Third-Party Assessor"), to assess The Home Depot's handling of Personal Information and compliance with its Information Security Program using procedures and standards generally accepted in the profession ("Third-Party Assessment"), within one (1) year after the Effective Date of this Assurance. The Third-Party Assessor's report shall:

A. Set forth the specific administrative, technical, and physical safeguards maintained by The Home Depot;

B. Explain the extent to which such safeguards are appropriate in light of The Home Depot's size and complexity, the nature and scope of The Home Depot's activities, and the sensitivity of the Personal Information collected from Consumers and maintained by The Home Depot;

C. Explain the extent to which the safeguards that have been implemented meet the requirements of the Information Security Program; and

D. Identify the Home Depot's Qualified Security Assessor for purposes of PCI DSS compliance.

29. The Home Depot's Third-Party Assessor shall (a) be a Certified Information Systems Security Professional ("CISSP") or a Certified Information Systems Auditor ("CISA"),

or a similarly qualified person or organization; and (b) have at least five (5) years of experience evaluating the effectiveness of computer systems or information system security.

V. SUBMISSION TO ATTORNEYS GENERAL

30. The Home Depot shall provide the Third-Party Assessor's report to the Connecticut Attorney General's Office within one hundred and eighty (180) days of the completion of the report.

A. Confidentiality: The Connecticut Attorney General's Office shall, to the extent permissible under state law, treat the Third-Party Assessment report as exempt from disclosure under the relevant public records laws or, as necessary, by employing other means to ensure confidentiality.

B. Attorneys General Access to Report: The Home Depot shall provide access to the Third-Party Assessment report to any of the Attorneys General (as that term is defined on page 1 of this Assurance) which may request it.

VI. PAYMENT TO THE STATES

31. Within thirty (30) days of the Effective Date of this Assurance, Home Depot shall pay the total sum of Seventeen Million and Five Hundred Thousand Dollars ($17,500,000.00) to the Attorneys General, which sum shall be divided among the states in amounts agreed to by them and communicated to The Home Depot by the Texas Attorney General, along with instructions for payments to the states.[4] Where state law requires judicial or other approval of the Assurance, payment shall be made no later than thirty (30) days after notice from the relevant Attorney General that such final approval for the Assurance has been secured.

[4] The payment to the Ohio Attorney General shall be $656,210.31.

32. The payments received by the Attorneys General may be used for purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation and litigation, or may be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education or redress, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, and/or for other uses permitted by state law.

VII. RELEASE

33. Following the Effective Date, the Attorneys General shall hereby release and discharge The Home Depot from all civil claims that the Attorneys General could have brought under the Consumer Protection Acts, the Personal Information Protection Acts, the Security Breach Notification Acts, or common law claims concerning unfair, deceptive or fraudulent trade practices based on The Home Depot's conduct related to the Data Breach. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that The Home Depot has under this Assurance.

34. The obligations and other provisions of this Assurance set forth in Paragraph 24 shall expire at the conclusion of the three (3) year period after the Effective Date of this Assurance. Those set forth in Paragraphs 8, 12-16, 18-21, 23 and 25 shall expire at the conclusion of the five (5) year period after the Effective Date of this Assurance, unless they have expired at an earlier date pursuant to their specific terms. Provided, however, that nothing in this paragraph should be construed or applied to excuse The Home Depot from its obligation to comply with all applicable state and federal laws, regulations, and rules.

VIII. MEET AND CONFER

35. If any of the Attorneys General determine that The Home Depot has failed to comply with any of the terms of this Assurance, and if in the Attorney General's sole discretion

the failure to comply does not threaten the health or safety of the citizens of the Attorney General's State and/or does not create an emergency requiring immediate action, the Attorney General will notify The Home Depot in writing of such failure to comply and The Home Depot shall have thirty (30) days from receipt of such written notice to provide a good faith written response to the Attorney General's determination. The response shall include: (A) a statement explaining why The Home Depot believes it is in full compliance with this Assurance; or (B) a detailed explanation of how the alleged violation(s) occurred, and (i) a statement that the alleged violation has been addressed and how, or (ii) a statement that the alleged violation cannot be reasonably addressed within thirty (30) days from the receipt of the notice, but (a) The Home Depot has begun to take corrective action(s) to address the alleged violation, (b) The Home Depot is pursing such corrective action(s) with reasonable diligence, and (c) The Home Depot has provided the Attorney General with a reasonable timetable for addressing the alleged violation.

36. Nothing herein shall prevent an Attorney General from agreeing in writing to provide The Home Depot with additional time beyond the thirty (30) day period to respond to the notice provided under Paragraph 35. Nothing herein shall be construed to exonerate any failure to comply with any provision of this Assurance after the Effective Date, or to compromise the authority of the Attorney General to initiate a proceeding for any failure to comply with this Assurance.

IX. PRESERVATION OF AUTHORITY

37. Nothing in this Assurance shall be construed to limit the authority or ability of the Attorneys General to protect the interests of his/her State or the people of his/her State. This Assurance shall not bar the Attorneys General or any other governmental entity from enforcing laws, regulations, or rules against The Home Depot for conduct subsequent to or otherwise not

covered by the Release. Further, nothing in this Assurance shall be construed to limit the ability of the Attorneys General to enforce the obligations that The Home Depot has under this Assurance.

X. GENERAL PROVISIONS

38. The Parties understand and agree that this Assurance shall not be construed as an approval or sanction by the Attorneys General of The Home Depot's business practices, nor shall The Home Depot represent that this Assurance constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorneys General to take any action in response to information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

39. Nothing contained in this Assurance is intended to be and shall not in any event be construed or deemed to be, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of The Home Depot or of any fact or violation of any law, rule, or regulation. This Assurance is made without trial or adjudication of any alleged issue of fact or law and without any finding of liability of any kind. The Home Depot enters into this Assurance for settlement purposes only.

40. Nothing in this Assurance shall be construed as relieving The Home Depot of the obligation to comply with all state and federal laws, regulations, and rules, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

41. The Home Depot shall deliver a copy of this Assurance to, or otherwise fully apprise, its Chief Executive Officer, Chief Information Officer, Chief Information Security Officer, the executive or officer described in paragraph 8 hereto, its General Counsel or Senior

Legal Officer, and each member of its Board of Directors within ninety (90) days of the Effective Date. The Home Depot shall deliver a copy of this Assurance to, or otherwise fully apprise, any new Chief Executive Officer, Chief Information Officer, Chief Information Security Officer, the executive or officer described in paragraph 8 hereto, its General Counsel or Senior Legal Officer, and each new member of its Board of Directors, within ninety (90) days from which such person assumes his/her position with The Home Depot.

42. To the extent that there are any, The Home Depot agrees to pay all court costs associated with the filing (if legally required) of this Assurance. No court costs, if any, shall be taxed against the Attorneys General.

43. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

44. The Home Depot agrees that this Assurance does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and The Home Depot further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

45. This Assurance shall not be construed to waive any claims of Sovereign Immunity the States may have in any action or proceeding.

XI. SEVERABILITY

46. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, which shall be construed and enforced

as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

XII. NOTICE/DELIVERY OF DOCUMENTS

47. Whenever The Home Depot shall provide notice to the Attorney General under this Assurance, that requirement shall be satisfied by sending notice to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Melissa Szozda Smith & Michael S. Ziegler
30 East Broad Street – 14th Floor
Columbus, Ohio 43215
Tel.: (614) 466-8831
Melissa.S.Smith@OhioAttorneyGeneral.gov
Michael.Ziegler@OhioAttorneyGeneral.gov

Any notices or other documents sent to The Home Depot pursuant to this Assurance shall be sent to the following address:

Jocelyn J. Hunter (email provided to the Attorneys General)
Assistant Secretary, The Home Depot, Inc.
Vice-President, Deputy General Counsel, Assistant Secretary, Home Depot USA, Inc.
2455 Paces Ferry Road
Atlanta, GA 30339

Copy To:

Michelle Kisloff, Partner (michelle.kisloff@hoganlovells.com)
Deen Kaplan, Partner (deen.kaplan@hoganlovells.com)
Hogan Lovells US LLP
555 Thirteenth Street NW
Washington, DC 20004

All notices or other documents to be provided under this Assurance shall be sent by U.S. mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally, any notices or documents to be provided under this Assurance shall also be sent by electronic mail if an email address has

been provided for Notice. Any party may update its address by sending written notice to the other party.

In the Matter of:
Home Depot U.S.A., Inc.
-and-
The Home Depot, Inc.
Assurance of Voluntary Compliance

APPROVED:

ATTORNEY GENERAL, THE STATE OF OHIO

By: */s/ Melissa Szozda Smith*
Melissa Szozda Smith
Assistant Chief
Consumer Protection Section
Ohio Attorney General's Office
30 East Broad Street – 14th Floor
Columbus, Ohio 43215
Tel.: (614) 466-8831
Melissa.S.Smith@OhioAttorneyGeneral.gov

Date: November 21,2020

By: */s/ Michael S. Ziegler*
Michael S. Ziegler
Principal Assistant Attorney General
Consumer Protection Section
Ohio Attorney General's Office
30 East Broad Street – 14th Floor
Columbus, Ohio 43215
Tel.: (614) 466-8831
Michael.Ziegler@OhioAttorneyGeneral.gov

Date: November 21, 2020

In the Matter of:
Home Depot U.S.A., Inc.
-and-
The Home Depot, Inc.
Assurance of Voluntary Compliance

APPROVED:

HOME DEPOT U.S.A., INC.

By: */s/ Jocelyn J. Hunter*, per written authorization, by Michael S. Ziegler

Jocelyn J. Hunter
Assistant Secretary, The Home Depot, Inc.
Vice-President, Deputy General Counsel, Assistant Secretary, Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, GA 30339

THE HOME DEPOT, INC.

By: */s/ Jocelyn J. Hunter*, per written authorization, by Michael S. Ziegler

Jocelyn J. Hunter
Assistant Secretary, The Home Depot, Inc.
Vice-President, Deputy General Counsel, Assistant Secretary, Home Depot U.S.A., Inc.
2455 Paces Ferry Road
Atlanta, GA 30339

COUNSEL FOR HOME DEPOT U.S.A., INC. and THE HOME DEPOT, INC.

By: */s/ Michelle Kisloff*, per written authorization, by Michael S. Ziegler

Michelle Kisloff
Hogan Lovells US LLP
555 Thirteenth Street NW
Washington, DC 20004

Date: November 20, 2020

Appendix A

STATE	CONSUMER PROTECTION ACTS
Alaska	Unfair Trade Practices Act, AS 45.50.471 *et seq.*
Arizona	Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 *et seq.*
Arkansas	Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101 *et seq.*
California	California Business & Professions Code, section 17200, *et seq.*
Colorado	Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 *et seq.*
Connecticut	Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110b *et seq.*
Delaware	Consumer Fraud Act, 6 Del. C. §§ 2511 *et seq.*
District of Columbia	Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*
Florida	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes
Georgia	Georgia Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 408
Hawaii	Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Sect. 480-2
Idaho	Idaho Consumer Protection Act, Idaho Code §§ 48-601 *et seq.*
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*
Indiana	Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5-1 *et seq.*
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16
Kansas	Kansas Consumer Protection Act, K.S.A §§ 50-623 *et seq.*
Kentucky	Kentucky Consumer Protection Act, KRS §§ 367.110-.300, 367.990
Louisiana	Unfair Trade Practices and Consumer Protection Law, La. R.S. §§ 51:1401 *et seq.*
Maine	Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A *et seq.*
Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 *et seq.* (2013 Repl. Vol and 2019 Supp.)

Appendix A

Massachusetts	Mass. Gen. Laws ch. 93A
Michigan	Michigan Consumer Protection Act, MCL §§ 445.901 *et seq.*
Minnesota	The Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43–.48; Consumer Fraud Act, Minn. Stat. §§ 325F.68-.694
Mississippi	Miss. Code Ann. § 75-24-1 *et seq.*
Missouri	Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 *et seq.*
Montana	Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. §§ 30-14-101 *et seq.*
Nebraska	Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 *et seq.*; Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 *et seq.*
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903 *et seq.*
New Jersey	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.*
New Mexico	The New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2019)
New York	Executive Law 63(12), General Business Law 349/350
North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1 *et seq.*
North Dakota	Unlawful Sales or Advertising Practices, N.D.C.C. §§ 51-15-01 *et seq.*
Ohio	Ohio Consumer Sales Practices Act, R.C. §§ 1345.01 *et seq.*
Oklahoma	Oklahoma Consumer Protection Act, 15 O.S. §§ 751 *et seq.*
Oregon	Oregon Unlawful Trade Practices Act, ORS 646.605 *et seq.*
Pennsylvania	Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 *et seq.*
Rhode Island	Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1-1 *et seq.*
South Carolina	South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 *et seq.*
Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -131

Appendix A

Texas	Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann.§§ 17.41 – 17.63
Utah	Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, *et. seq.*
Vermont	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451 *et seq.*
Virginia	Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207
Washington	Washington Consumer Protection Act, RCW § 19.86.020
West Virginia	West Virginia Consumer Credit and Protection Act ("WVCCPA"). W. Va. Code §§ 46A-1-101 *et seq.* [W.Va. Code §§ 46A-6-104, 46A-6-102(7)(6), 46A-6-102(7)(M)]
Wisconsin	Fraudulent Representations. Wis. Stat. § 100.18(1)

Appendix B

STATE	PERSONAL INFORMATION PROTECTION ACTS & SECURITY BREACH NOTIFICATION ACTS
Alaska	Personal Information Protection Act, AS §§ 45.48.010 *et seq.*
Arizona	Ariz. Rev. Stat. § 18-552
Arkansas	Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101 *et seq.*
California	California Civil Code, sections 1798.82 and 1798.81.5
Colorado	Security Breach Notification, C.R.S. § 6-1-716
Connecticut	Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471; Breach of Security, Conn. Gen. Stat. § 36a-701b
Delaware	Delaware Data Breach Notification Law, 6 Del. C. § 12B-100 *et seq.*
District of Columbia	District of Columbia Consumer Security Breach Notification Act, D.C. Code §§ 28-3851 *et seq.*
Florida	Florida Information Protection Act, Section 501.171, Florida Statutes
Georgia	Georgia Personal Identity Protection Act, O.C.G.A §§ 10-1-910 through 915
Hawaii	Security Breach of Personal Information, Haw. Rev. Stat. Chpt. 487N
Idaho	Identity Theft, Idaho Code §§ 28-51-104 *et seq.*
Illinois	Illinois Personal Information Protection Act, 815 ILCS 530/1 *et seq.*
Indiana	Disclosure of Security Breach Act, Indiana Code §§ 24-4.9-1-1 *et seq.*
Iowa	Personal Information Security Breach Protection Act, Iowa Code § 715C
Kansas	The Wayne Owen Act, K.S.A. § 50-6,139b; Security Breach Notification Act, K.S.A. §§ 50-7a01 *et seq.*
Kentucky	KRS 365.732
Louisiana	Database Security Breach Notification Law, La. R.S. §§ 51:3071 *et seq.*
Maine	Maine Notice of Risk to Personal Data Act, 10 M.R.S.A. §§ 1346 *et seq.*
Maryland	Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501 *et seq.* (2013 Repl. Vol and 2019 Supp.)

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Massachusetts	Mass. Gen. Laws ch. 93H; 201 Code Mass. Regs. 17.00 *et seq.*
Michigan	Identity Theft Protection Act, MCL §§ 445.61 *et seq.* (Breach notification only; no applicable State personal information protection Act)
Minnesota	Minnesota Data Breach Notification Statute, Minn. Stat. § 325E.61
Mississippi	Miss. Code Ann. § 75-24-29
Missouri	Mo. Rev. Stat. § 407.1500
Montana	Montana Impediment of Identity Theft Act, Mont. Code Ann. §§ 30-14-1701 *et seq.*
Nebraska	Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801 *et seq.*
Nevada	Nevada Security and Privacy of Personal Information Act; Nev. Rev. Stat. §§ 603A.010 – 603A.290
New Jersey	New Jersey Identity Theft Prevention Act, N.J.S.A. 56:8-161 to -166
New Mexico	The New Mexico Data Breach Notification Act, NMSA 1978, §§ 57-12C-1 to -12 (2017)
New York	General Business Law 899-aa and 899-bb
North Carolina	North Carolina Identity Theft Protection Act, N.C.G.S. §§ 75-60 *et seq.*
North Dakota	Notice of Security Breach for Personal Information N.D.C.C. §§ 51-30-01 *et seq.*
Ohio	Security Breach Notification Act, R.C. §§ 1349.19 *et seq.*
Oklahoma	Security Breach Notification Act, 24 O.S. §§ 161 *et seq.*
Oregon	Oregon Consumer Information Protection Act, ORS 646A.600 *et seq.*
Pennsylvania	Breach of Personal Information Notification Act, 73 P.S. §§ 2301 *et seq.*
Rhode Island	Rhode Island Identity Theft Protection Act, R.I. Gen. Laws §§ 11-49.3-1 *et seq.*
South Carolina	Data Breach Notification, S.C. Code Ann. § 39-1-90
Tennessee	Tennessee Identity Theft Deterrence Act of 1999, Tenn. Code. Ann. §§ 47-18-2101 to -2111
Texas	Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 – 152

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Utah	Utah Protection of Personal Information Act, Utah Code §§ 13-44-101, *et. seq.*
Vermont	Vermont Security Breach Notice Act, 9 V.S.A. § 2435
Virginia	Virginia Breach of Personal Information Notification Law, § 18.2-186.6
Washington	Washington Data Breach Notification Law, RCW §§ 19.255.010
West Virginia	West Virginia Consumer Credit and Protection Act ("WVCCPA"). W. Va. Code §§ 46A-1-101 *et seq.*
Wisconsin	Notice of Unauthorized Acquisition of Personal Information. Wis. Stat. § 134.98