IN THE MATTER OF:	§
	§
CARNIVAL CORPORATION	§

ASSURANCE OF VOLUNTARY COMPLIANCE[1]

This Assurance of Voluntary Compliance is entered into by the Attorneys General of Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut,[2] Delaware, District of Columbia, Florida, Georgia, Hawaii,[3] Idaho, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Utah,[4] Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming (the "Attorneys General") and Carnival Corporation ("Carnival") to resolve the Attorneys General's investigation into the data breach publicly announced by Carnival on March 2, 2020. The Attorneys General and Carnival are collectively referred to 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] For ease of reference, this entire group will be referred to collectively as the Attorneys General. Such designations, however, as they pertain to Connecticut, shall refer to the Attorney General, both acting on his own behalf and as authorized by the Commissioner of Consumer Protection.

[3] Hawaii is represented by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii.

[4] Utah also includes the Attorney General acting on behalf of the Division of Consumer Protection, if executed to that effect.

I. INTRODUCTION AND THE PARTIES

1. This Assurance constitutes a good faith settlement and release between Carnival and the Attorneys General of claims related to the data breach publicly announced by Carnival on March 2, 2020 (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. Carnival Corporation is a Panama corporation with a principal place of business located at 3655 NW 87th Avenue, Miami, FL 33178.

II. DEFINITIONS

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

A. "Audit Committee" shall mean a subcommittee of Carnival's Board of Directors, which reports to the entire Board of Directors. The Audit Committee includes members of the Board of Directors.

B. "Carnival" or the "Company" shall mean Carnival Corporation and the following North American based cruise operating subsidiaries: Carnival Corporation d/b/a Carnival Cruise Line, Holland America Line NV, and Princess Cruise Lines, LTD, and their successors and assigns.

C. "Company Network" shall mean any Carnival-owned, operated, or controlled network component, the compromise of which would impact the security of Personal Information.

D. "Consumer" shall mean any individual who resides in Ohio whose Personal Information Carnival collects, uses, or maintains.

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

F. "Effective Date" shall be July 22, 2022.

G. "Personal Information" shall mean the data elements in the definitions set forth in the Consumer Protection Acts, Personal Information Protection Acts, and Security Breach Notification Acts.

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

I. "Data Breach" shall mean the security event publicly announced by Carnival on March 2, 2020.

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

K. "Security Event" shall mean any event or occurrence where there is a reasonable probability of unauthorized access to or acquisition of a Consumer's Personal Information owned, licensed, or maintained by Carnival.

L. "Security Incident" shall mean confirmed unauthorized access to or acquisition of a Consumer's Personal Information owned, licensed, or maintained by Carnival.

III. INJUNCTIVE RELIEF

A. GENERAL COMPLIANCE

5. Carnival shall comply with the Consumer Protection Acts and Personal Information Protection Acts, as applicable, in connection with securing Personal Information against Security Incidents, and shall maintain reasonable security policies and procedures designed to safeguard Personal Information from Security Incidents.

6. Carnival shall comply with the Consumer Protection Acts, as applicable, with respect to its representations regarding the extent to which Carnival maintains and protects the privacy and security of Personal Information collected from or about Consumers.

7. Carnival shall comply with the Security Breach Notification Acts, as applicable. In particular, in the event of a future Security Incident, Carnival shall provide notice to Consumers and to the Attorneys General to the extent required under and in accordance with the Security Breach Notification Acts.

B. INFORMATION SECURITY PROGRAM

8. Carnival shall, within one hundred and eighty (180) days after the Effective Date of this Assurance, maintain a comprehensive information security program ("Information Security Program") that is reasonably designed to protect the security, integrity, and confidentiality of Personal Information that Carnival collects about or obtains from Consumers, and shall thereafter review and update the Information Security Program to meet the requirements of this Assurance.

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

10. Carnival may satisfy the requirement to implement and maintain an Information Security Program through internal review, maintenance, and, as necessary, updating of the Company's existing written information security policies, procedures, and standards, provided that such existing written information security policies, procedures, and standards meet the requirements set forth in this Assurance.

11. Carnival shall employ an executive or officer (hereinafter referred to as the Chief Information Security Officer or "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. Carnival shall document the duties and responsibilities of the CISO and ensure that the CISO's responsibilities include advising the Chief Executive Officer, Chief Information Officer, Chief Operations Officer, and the Audit Committee, as appropriate, of Carnival's security posture and security risks faced by Carnival. The CISO's responsibilities shall also include reporting any Security Incident impacting 500 or more Consumers in the United States to the Chief Executive Officer, Chief Information Officer, and Chief Operations Officer within forty-eight (48) hours of discovery. The CISO shall report Security Incidents to the Audit Committee in accordance with Carnival's Incident Response Plan.

12. Carnival must provide security awareness and privacy training to all personnel whose job involves access to the Company Network or responsibility for Consumers' Personal Information. Within one hundred and eighty (180) days of the Effective Date, Carnival 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 and to new personnel within thirty (30) days of hire. Carnival also shall provide training regarding the

requirements of this Assurance to personnel with key responsibilities for implementation and oversight of the Information Security Program, including, but not limited to, the CISO.

C. INCIDENT RESPONSE AND DATA BREACH NOTIFICATION PLAN

13. Within sixty (60) days of the Effective Date of this Assurance, Carnival shall review and update as necessary its written incident response and data breach notification plan ("the Plan") to ensure compliance with the requirements of this Section. The Plan shall address the following workflows: (i) Preparation; (ii) Detection and Analysis; (iii) Containment; (iv) Eradication; and (v) Recovery.

14. The Plan shall require that Carnival appropriately investigate Security Events. Carnival shall maintain documentation sufficient to show the investigative and responsive actions taken in connection with a Security Event and the determination as to whether a Security Incident has occurred. The Plan shall further require that if Carnival determines that a Security Incident has occurred, Carnival shall log the Security Incident, which includes a description of the Security Incident and Carnival's response to that Security Incident ("Security Incident Report"). Carnival shall make the Security Incident Report available to the Attorneys General upon request. In the event Carnival makes the Security Incident Report available to the Attorneys General, the Attorneys General shall treat the Security Incident Report as confidential and proprietary to the extent permitted by applicable law.

15. The Plan shall provide guidelines for the process, method, and timeframe by which Carnival will identify the Personal Information potentially or actually exposed as a result of a Security Incident. Further, the Plan shall require that Carnival, where feasible, employ automated tools to expedite identification of Personal Information potentially or actually exposed as a result of the Security Incident.

16. Carnival shall periodically assess whether there are reasonably feasible training or technical measures, in addition to those already in place, that would materially decrease the risk of the same type of Security Incident from reoccurring.

D. SPECIFIC SAFEGUARDS

17. **Data Retention & Disposal:** Carnival shall develop, implement, and maintain policies and procedures governing its retention of Personal Information. Such policies and procedures shall require that Personal Information only be retained consistent with a business need or legal requirement and be securely disposed of when it is no longer needed for such purposes.

18. **E-Mail Security Awareness:** The security awareness and privacy training requirements specified in Paragraph 12 of this Assurance shall include employee training with respect to phishing. Carnival shall also conduct periodic phishing exercises for employees to further bolster e-mail security awareness across its workforce and throughout all levels of its organization. Carnival shall conduct such phishing exercises at least two (2) times a year for three years following the Effective Date. Carnival's Chief Privacy Officer shall report aggregated exercise failure results to the Chief Information Officer and Chief Operating Officer and provide additional e-mail security training as appropriate.

19. **Email Filtering and Phishing Solutions:** Carnival shall maintain email protection and filtering solutions for all Carnival email accounts, including for SPAM, phishing attacks, and malware.

20. **Encryption:** Carnival shall establish encryption standards and related policies to encrypt Personal Information at rest and in transit as appropriate based on risk, and develop a plan or roadmap for implementation of such policies within a reasonable timeframe.

21. **Logging and Monitoring**: Carnival shall maintain an appropriate system to collect logs and monitor network activity, such as through the use of a security information and event management ("SIEM") tool or a Managed Security Service Provider ("MSSP"). Carnival shall configure, regularly update, and maintain the system to report anomalous activity and shall establish policies and procedures to analyze Security Events in real-time. Carnival shall further ensure that appropriate and timely follow-up is taken with respect to Security Events and that Security Event logs are appropriately retained.

22. **Access Control and Account Audits:** Carnival shall implement and maintain appropriate policies, procedures, and controls to manage and audit the use of Carnival's individual accounts, system administrator accounts, service accounts, and vendor accounts.

23. **Password Management**: Carnival shall implement and maintain password policies and procedures requiring the use of strong, complex passwords and password rotation, and ensuring that stored passwords are properly protected from unauthorized access.

24. **Multi-Factor Authentication**: Carnival shall implement multi-factor authentication for remote access to the Company Network, unless technologically unable to do so due to a third-party design or configuration.

25. **Firewalls:** Carnival shall implement and maintain firewall policies and procedures for the portion of the Company Network that it owns to appropriately restrict connections between external networks and the Company Network.

26. **Penetration Testing**: Carnival shall implement and maintain a penetration testing program designed to identify, assess, and remediate potential security vulnerabilities on the portion of the Company Network that it owns, or as is otherwise available. Such testing shall occur on an annual basis and shall include penetration testing of Carnival's internal and external network

defenses and appropriate remediation of vulnerabilities revealed by such testing, as well as documentation of such remediation.

27. **Risk Assessment Program:** Carnival shall conduct an annual risk assessment, the first of which shall be initiated eighteen (18) months from the Effective Date of this Assurance, which at a minimum 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 the safeguards in place to control these risks;

C. The evaluation of and adjustments to 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.

28. **Endpoint Detection and Response:** Carnival shall implement and maintain an endpoint detection and response solution designed to detect and prevent unauthorized access to its environment.

IV. INFORMATION SECURITY PROGRAM COMPLIANCE ASSESSMENT

29. Carnival shall obtain an information security risk assessment and report from an independent third-party professional ("Third-Party Assessor"), to assess Carnival's compliance with its Information Security Program using procedures and standards generally accepted in the

profession ("Third-Party Assessment"), within eighteen (18) months 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 Carnival;

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

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

30. Carnival'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. Carnival shall provide a copy of the Third-Party Assessment to the Office of the Washington Attorney General within ninety (90) days of completion. The Office of the Washington Attorney General will treat the Third-Party Assessment as confidential and proprietary to the maximum extent permitted by applicable law and as exempt from disclosure under applicable public records law.

V. PAYMENT TO THE STATES

31. Within thirty (30) days of the Effective Date of this Assurance, Carnival shall pay the total sum of $1,250,000 to the Attorneys General, which sum shall be divided among the states in amounts agreed to by them and communicated to Carnival along with instructions for payments to the states. 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.

32. Of the total amount, Carnival shall pay $48,186.93 to the Ohio Attorney General. The payment received by the Attorney 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, at the sole discretion of the Attorney General.

VI. RELEASE

33. Following the Effective Date, the Attorneys General shall hereby release and discharge Carnival 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 Carnival's conduct related to the Data Breach prior to the Effective Date. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that Carnival has under this Assurance. Further, nothing in this Assurance shall be construed to waive or limit any private rights of action.

VII. PRESERVATION OF AUTHORITY

34. Nothing in this Assurance shall be construed to limit the authority or ability of the Attorneys General to protect the interests of Ohio or the people of Ohio. This Assurance shall not bar the Attorneys General or any other governmental entity from enforcing laws, regulations, or rules against Carnival 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 Carnival has under this Assurance.

VIII. GENERAL PROVISIONS

35. The Parties understand and agree that this Assurance shall not be construed as an approval or sanction by the Attorneys General of Carnival's business practices, nor shall Carnival 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.

36. 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 Carnival 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. Carnival enters into this Assurance for settlement purposes only.

37. Carnival's obligations under Paragraphs 18, 20, 22, and 24–28 of this Assurance 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 Assurance shall be construed as relieving Carnival of the obligation to comply with all applicable 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.

38. Carnival shall deliver a copy of this Assurance to, or otherwise fully apprise, its Chief Executive Officer, Chief Information Officer, Chief Information Security Officer, General

Counsel, and its Audit Committee within ninety (90) days of the Effective Date. Carnival shall deliver a copy of this Assurance to, or otherwise fully apprise, any new Chief Executive Officer, Chief Information Officer, Chief Information Security Officer, General Counsel, and each new member of its Audit Committee, within ninety (90) days from which such person assumes his/her position with Carnival.

39. To the extent that there are any, Carnival 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.

40. 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.

41. Carnival 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 Carnival further waives any right to attorneys' fees that may arise under such statute, regulation, or rule.

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

IX. SEVERABILITY

43. 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.

X. NOTICE/DELIVERY OF DOCUMENTS

44. Whenever Carnival shall provide notice to the Attorney General under this Assurance, that requirement shall be satisfied by sending notice to:

Michael S. Ziegler
Principal Assistant Attorney General
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad St., 14th Floor
Columbus, Ohio 43215
Michael,Ziegler@OhioAGO.gov

45. Any notices or other documents sent to Carnival pursuant to this Assurance shall be sent to the following address:

Enrique Miguez, General Counsel
Carnival Corporation
3655 N.W. 87th Avenue
Miami, FL 33178-2428
EMiguez@carnival.com

46. 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.

FOR THE STATE OF OHIO

DAVE YOST
Attorney General

By: */s/ Michael Ziegler* Date: June 21, 2022

Michael S. Ziegler
Principal Assistant Attorney General
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad St., 14th Floor
Columbus, Ohio 43215
Michael.Ziegler@OhioAGO.gov

By: */s/ Melissa Smith* Date: June 21, 2022

Melissa S. Smith
Assistant Chief
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad St., 14th Floor
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FOR CARNIVAL

FOR CARNIVAL

By: _____ Date: June 20, 2022

Enrique Miguez, General Counsel
Carnival Corporation
3655 N.W. 87th Avenue
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EMiguez@carnival.com

Counsel for Defendant, Carnival:

By: _____ Date: June 20, 2022

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Appendix A

STATE	CONSUMER PROTECTION ACTS
Alabama	Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, et seq.
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.*
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.*
Indiana	Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5 *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 2021 Supp.)
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

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 Hampshire	NH RSA 358-A
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.*
South Dakota	SDCL 37-24
Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -132
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)
Wyoming	Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114

Appendix B

STATE	PERSONAL INFORMATION PROTECTION ACTS & SECURITY BREACH NOTIFICATION ACTS
Alabama	Alabama Data Breach Notification Act of 2018, Ala. Code § 8-38-1 *et seq.*
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.*
Colorado	Personal Information Protection, C.R.S. § 6-1-713.5; 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.*
Indiana	Disclosure of Security Breach Act, Indiana Code §§ 24-4.9 *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 2021 Supp.)
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
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 Hampshire	NH RSA 359-C: 19-21
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
South Dakota	Data Breach Notification SDCL 22-40-19 through 22-40-26
Tennessee	Tennessee Identity Theft Deterrence Act of 1999, Tenn. Code Ann. §§ 47-18-2101 to -2111
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, Virginia Code § 18.2-186.6
Washington	Washington Data Breach Notification Law, RCW 19.255.010
West Virginia	Theft of Consumer Identity Protections, W.Va. Code § 46A-2A-101 *et seq.*
Wisconsin	Notice of Unauthorized Acquisition of Personal Information. Wis. Stat. § 134.98
Wyoming	Wyo. Stat. Ann. §§ 40-12-501 through -509