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CONSUMER PROTECTION SECTION
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STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTOIN

IN THE MATTER OF)
)
EXPERIAN DATA CORP.)

DOCKET NO: 491856

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance")[1] is entered into by the Attorneys General[2] of Alaska, Arkansas, Arizona, Colorado, Connecticut, Delaware, Florida, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, Wisconsin, and the District of Columbia (collectively, "ATTORNEYS GENERAL") and Experian Data Corp. ("EXPERIAN") (collectively, the "Parties") to resolve the investigation of the ATTORNEYS GENERAL into data security incidents discovered by Experian in November 2012. The investigation examined the alleged facts and circumstances surrounding these incidents and examined whether EXPERIAN complied with the STATE CONSUMER PROTECTION ACTS, STATE PERSONAL INFORMATION PROTECTION ACTS, AND STATE DATA BREACH NOTIFICATION ACTS in connection therewith.

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[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 herein 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 the Department of Consumer Protection. Such designations, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection. Such designations, as they pertain to Maryland, shall refer to the Consumer Protection Division of the Office of the Attorney General of Maryland, which has authority to enter into this Assurance pursuant to Md. Code Ann., Com. Law §13-402.

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:

I. INTRODUCTION

1. In 2010, EXPERIAN's predecessor-in-interest, Court Ventures, Inc. ("CVI") entered into a "Data Sharing Agreement" with a company called U.S. Infosearch.com LLC ("USI"), pursuant to which CVI provided USI with access to its public records data, and USI in return allowed CVI to provide its customers with access to USI's database of consumer data through an online portal operated by CVI. The information to which CVI's customers gained access as a result of the Data Sharing Agreement was PERSONAL INFORMATION (the "Data Base"), through CVI's online portal. EXPERIAN purchased the assets of CVI in March 2012, including the Data Sharing Agreement and CVI's existing customers. EXPERIAN thereafter continued to operate the portal and give CVI's former customers access to the Data Base, and the PERSONAL INFORMATION therein, until at least November 2012.

2. In November 2012, EXPERIAN was notified by the U.S. Secret Service that one of its customers was believed to be an identity thief and was using the portal and credentials provided by CVI to access PERSONAL INFORMATION from the Data Base and selling that information on the dark web. Upon further investigation, EXPERIAN discovered that the individual in question had obtained the access credentials to the Data Base from CVI in October 2010 by falsely representing himself as a private investigator, and that he continued to pay for, and use, those credentials to access PERSONAL INFORMATION from the Data Base after EXPERIAN purchased the assets of Court Ventures in March 2012 and until November 2012. The individual, who has since pleaded guilty to federal charges for, *inter alia*, wire fraud, identity fraud, access device fraud, and computer fraud and abuse, has admitted that he allowed

others to use his access credentials to make more than 3 million queries seeking PERSONAL INFORMATION, including social security numbers, from the Data Base during this time, approximately 1.8 million times through credentials provided by EXPERIAN's predecessor, and 1.2 million times through credentials provided by EXPERIAN.

3. After learning of the individual's unauthorized use of these credentials to gain access to PERSONAL INFORMATION, EXPERIAN gave notice to USI of the unauthorized access to USI's database, but did not notify any affected consumers or the ATTORNEYS GENERAL of the unauthorized acquisition of PERSONAL INFORMATION.

4. As set forth in paragraphs 19 and 20 herein, this Assurance constitutes a good faith settlement and release between EXPERIAN and the ATTORNEYS GENERAL of claims related to the facts and events described immediately above (the "DATA THEFT INCIDENTS").

II. DEFINITIONS

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

a. "EFFECTIVE DATE" shall be December 7, 2022.

b. "EXPERIAN" shall mean Experian Data Corp., its affiliates, subsidiaries and divisions, successors and assigns, and officers and employees doing business in the United States. For clarity, references herein to the Board of Directors, committees of the Board, or senior officers of EXPERIAN shall mean the board and senior officers of Experian Holdings, Inc., EXPERIAN's ultimate U.S. parent company, and the respective leaders of its U.S. management.

c. "IDENTITY THEFT PREVENTION PROGRAM" shall mean that program described in paragraphs 14 and 15.

d. "MULTISTATE LEADERSHIP COMMITTEE" shall mean the group of individuals designated by the Attorneys General of the State of Illinois and the Commonwealth of Massachusetts.

e. "PERSONAL INFORMATION" shall mean the data elements in the definition of personal information set forth in the STATE DATA BREACH NOTIFICATION ACTS and/or STATE PERSONAL INFORMATION PROTECTION ACTS listed in Appendix B.

f. "PERSONAL INFORMATION SECURITY INCIDENT" shall mean any unauthorized access to or unauthorized use of electronic Personal Information of at least 500 consumers who reside in the United States that EXPERIAN owns, licenses, purchases, sells, compiles, exchanges, provides access to, or otherwise makes available to any other party.

g. "STATE ATTORNEY GENERAL" shall mean the Attorney General of the State of Ohio and/or his or her office.

h. "STATE CONSUMER PROTECTION ACTS" shall mean the statutes listed in Appendix A.

i. "STATE DATA BREACH NOTIFICATION ACTS" shall mean the statutes listed in Appendix B.

j. "STATE PERSONAL INFORMATION PROTECTION ACTS" shall mean the statutes listed in Appendix B.

III. COMPLIANCE WITH STATE LAW

6. EXPERIAN shall comply with the STATE CONSUMER PROTECTION ACTS, STATE PERSONAL INFORMATION PROTECTION ACTS, and STATE DATA BREACH NOTIFICATION ACTS in connection with its collection, maintenance, safeguarding, and disposal of PERSONAL INFORMATION of consumers.

7. EXPERIAN shall not make any representations or material omissions of fact that are capable of misleading client companies that store, maintain, or transmit PERSONAL INFORMATION through EXPERIAN regarding the extent to which EXPERIAN maintains and/or protects the privacy, security, confidentiality, or integrity of any PERSONAL INFORMATION collected from or about consumers.

IV. INCIDENT RESPONSE AND NOTIFICATION

8. Notwithstanding and in addition to any duties imposed under the STATE DATA BREACH NOTIFICATION ACTS, for a period of five (5) years following the Effective Date, EXPERIAN shall report in writing on at least a quarterly basis to the STATE ATTORNEY GENERAL identifying and describing all PERSONAL INFORMATION SECURITY INCIDENTS that occurred during the reporting period, including any PERSONAL INFORMATION SECURITY INCIDENT about which EXPERIAN was notified by another entity or law enforcement.

9. EXPERIAN shall maintain a comprehensive Incident Response and Data Breach Notification Plan ("Plan"). At a minimum, the Plan shall:

a. Identify the types of incidents that fall within the scope of the Plan, which must include any incident that EXPERIAN reasonably believes might be a PERSONAL INFORMATION SECURITY INCIDENT;

b. Clearly describe all individuals' roles in fulfilling responsibilities under the Plan, including back-up contacts and escalation pathways;

c. Require regular implementation testing and periodic review of the Plan, and the evaluation and revision of the Plan in light of such testing and review; and

d. Require that once EXPERIAN has determined that an incident is, or is not, a PERSONAL INFORMATION SECURITY INCIDENT, (i) that determination shall be

documented; (ii) a duly licensed attorney shall decide whether notification is required under applicable law; (iii) the determination and decision shall be documented in writing and communicated to EXPERIAN'S Chief Information Security Officer and to a member of EXPERIAN'S legal department with a supervisory role at least at the level of associate general counsel; (iv) EXPERIAN shall maintain documentation sufficient to show the investigative and responsive actions taken in connection with the PERSONAL INFORMATION SECURITY INCIDENT and the determination as to whether notification under applicable law is required; and (v) EXPERIAN shall 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 PERSONAL INFORMATION SECURITY INCIDENT re-occurring. EXPERIAN'S Chief Information Security Officer is responsible for overseeing, maintaining, and implementing the Plan.

10. In the event that EXPERIAN discovers circumstances requiring notification under a STATE DATA BREACH NOTIFICATION ACT of more than 1,000 persons at one time, EXPERIAN shall also notify, without unreasonable delay, all consumer reporting agencies that compile or maintain files on consumers on a nationwide basis, as defined by Subsection (p) of Section 603 of the Fair Credit Reporting Act (15 U.S.C. § 1681(a)), of the timing, distribution, and content of the notices.

V. THIRD PARTY CREDENTIALING REQUIREMENTS

11. Prior to allowing any third party access to any PERSONAL INFORMATION, or to any service or product through which the third party could access said information, EXPERIAN shall ensure that the third party has been credentialed in accordance with procedures that require that prospective users of PERSONAL INFORMATION identify themselves, certify the purposes for which such information is sought, and certify that such information will be used

for no other purpose. EXPERIAN shall make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing PERSONAL INFORMATION to such user. For clarity, when assessing the customers and other third parties of an acquisition target, EXPERIAN shall conduct a review of the client credentialing practices of such target, as well as a risk-based review of existing third parties. Within 180 days of the closing of any acquisition, EXPERIAN shall re-credential any third parties of the acquisition target with respect to which a material risk has been identified in accordance with this paragraph.

12. EXPERIAN must document all credentialing done with respect to each third party, and for a period of five (5) years make such documentation available to the STATE ATTORNEY GENERAL upon reasonable request.

13. EXPERIAN shall develop and implement a program of risk-based testing or monitoring to confirm that credentialed parties are obtaining and using PERSONAL INFORMATION in accordance with their certified purpose(s).

VI. IDENTITY THEFT PREVENTION PROGRAM

14. Within 180 days of the EFFECTIVE DATE, EXPERIAN must develop, implement, and maintain an Identity Theft Prevention Program written in one or more parts that, at a minimum, includes reasonable policies and procedures designed to:

a. Identify relevant patterns, practices, specific activities, or other behaviors on those accounts through which PERSONAL INFORMATION can be accessed that indicate the possible existence of identity theft ("Red Flags"), and incorporate those Red Flags into its Program;

b. Detect Red Flags that have been incorporated into the Program;

c. Respond appropriately to any Red Flags that are detected pursuant to the above paragraph to prevent and mitigate identity theft, and document the response efforts;

d. Train relevant employees on the Program on at least an annual basis or when material changes to the Program are made;

e. Track issues identified through the Program, recommendations of steps and timelines to remediate the issues, and progress towards remediation;

f. Escalate issues not remediated in the recommended manner and time frame to higher levels of management, including up to the Board of Directors, until remediation is complete; and

g. Ensure compliance with the Program (including the Red Flags determined to be relevant) is updated periodically, to reflect changes in risks to consumers.

15. The Identity Theft Prevention Program must be approved by the Board or senior manager designated by the Board.

VII. DOCUMENT RETENTION

16. EXPERIAN shall retain and maintain the reports, records, exceptions, and information required by Paragraphs 8, 9, 10, 12, 14, and 15 for a period of no less than five (5) years and make them available to the STATE ATTORNEY GENERAL upon written request, with ten (10) calendar days prior notice.

VIII. MONETARY PAYMENT

17. No later than thirty (30) days after the EFFECTIVE DATE, EXPERIAN shall pay a total of one million dollars ($1,000,000) to the ATTORNEYS GENERAL in an amount to be designated by and in the sole discretion of the MULTISTATE LEADERSHIP COMMITTEE. Said payment shall be used by the Ohio Attorney General for additional consumer relief; attorneys' fees and other costs of investigation and litigation; or to be placed in, or applied to, consumer protection enforcement funds, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the

costs of the inquiry leading hereto, or for any lawful purpose, at the sole discretion of the Ohio Attorney General.

18. EXPERIAN'S agreement to enter into this settlement and its related payment is made exclusively to resolve the Attorney General's investigation and is not based on any court or administrative finding of: (a) gross negligence, (b) recklessness, (c) deliberate, willful, dishonest, fraudulent, or malicious acts, errors, or omissions, or (d) any intentional or knowing violation of the law on the part of EXPERIAN.

IX. RELEASE

19. Following full payment of the amounts due under this Assurance, EXPERIAN is released and discharged from all civil claims that the ATTORNEYS GENERAL could have brought under the STATE CONSUMER PROTECTION ACTS, STATE DATA BREACH NOTIFICATION ACTS and/or the STATE PERSONAL INFORMATION PROTECTION ACTS based on EXPERIAN's conduct related to the DATA THEFT INCIDENTS. Nothing contained in this paragraph shall be construed to limit the ability of the ATTORNEYS GENERAL to enforce the obligations that EXPERIAN has under this Assurance. Further, nothing in this Assurance shall be construed to create, waive, or limit any private right of action.

20. Notwithstanding any term of this Assurance, any and all of the following forms of liability are specifically reserved and excluded from the release in Paragraph 19 as to any entity or person, including EXPERIAN:

a. Any criminal liability that any person or entity, including EXPERIAN, has or may have to the States.

b. Any civil or administrative liability that any person or entity, including EXPERIAN, has or may have to the States under any statute, regulation, or rule giving rise to, any and all of the following claims:

i. State or federal antitrust violations;

ii. State or federal securities violations; or

iii. State or federal tax claims.

c. Nothing in this Assurance shall be construed as excusing or exempting EXPERIAN from complying with any state or federal law, rule, or regulation, nor shall any of the provisions of this Assurance be deemed to authorize or require EXPERIAN to engage in any acts or practices prohibited by any law, rule, or regulation.

X. GENERAL PROVISIONS

21. 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 ATTORNEYS GENERAL to initiate a proceeding for any failure to comply with this Assurance. Any failure by the ATTORNEYS GENERAL to insist upon EXPERIAN's compliance with any of the provisions of this Assurance shall not be deemed a waiver of any provisions hereof, and the ATTORNEYS GENERAL, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by EXPERIAN.

22. Except as specifically provided herein, nothing in this Assurance shall be construed to limit the authority or ability of the ATTORNEYS GENERAL to protect the interests of States. This Assurance shall not bar the ATTORNEYS GENERAL or any other governmental entity from enforcing laws, regulations, or rules against EXPERIAN for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing in this Assurance shall be construed to limit the ability of the ATTORNEYS GENERAL to enforce the obligations that EXPERIAN has under this Assurance.

23. Nothing in this Assurance shall be construed as relieving EXPERIAN 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.

24. EXPERIAN shall deliver a copy of this Assurance to, and otherwise fully apprise, its Chief Executive Officer, its Chief Information Security Officer, General Counsel, and its Board of Directors within ninety (90) days of the EFFECTIVE DATE. To the extent EXPERIAN replaces any of the above listed officers, counsel, or Directors, EXPERIAN shall deliver a copy of this Assurance to their successors within ninety (90) days from the date on which such person assumes his/her position with EXPERIAN.

25. EXPERIAN shall not participate in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any term of this Assurance. EXPERIAN shall not knowingly cause, permit, or encourage any other persons or entities acting on its behalf to engage in practices prohibited by this Assurance.

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

27. This Assurance shall not be construed to waive any claims of sovereign immunity Ohio may have in any action or proceeding.

28. If any portion of this Assurance is held invalid or unenforceable, the remaining terms of this Assurance shall not be affected and shall remain in full force and effect.

29. In states where this Assurance must be filed with and/or approved by a court, EXPERIAN consents to the filing of this Assurance and its approval by the court and authorizes

the ATTORNEYS GENERAL in such states to represent that EXPERIAN does not object to court approval of the Assurance. EXPERIAN further consents to the jurisdiction of each such court for the purpose of approving or enforcing this Assurance. To the extent there are any court costs associated with the filing of this Assurance, EXPERIAN agrees to pay such costs.

30. EXPERIAN hereby acknowledges that its undersigned representative or representatives are authorized to enter into and execute this Assurance. EXPERIAN has been represented by legal counsel and has been advised by their legal counsel of the meaning and legal effect of this Assurance.

31. This Assurance does not constitute an approval by the ATTORNEYS GENERAL of any of EXPERIAN's past or future practices, and EXPERIAN shall not make any representation to the contrary.

32. Whenever EXPERIAN shall provide notice to the STATE ATTORNEY GENERAL under this Assurance, that requirement shall be satisfied by sending notice to: Melissa Smith, Assistant Section Chief, Ohio Attorney General's Office, Consumer Protection Section, 30 E. Broad Street, Floor 14, Columbus, OH 43215. Any notices or other documents sent to EXPERIAN pursuant to this Assurance shall be sent to the following address:Melissa Smith or Michael Zielger, Assistant Attorneys General, 30 E. Broad Street, Floor 14, Columbus, OH 43215. All notices or other documents to be provided under this Assurance shall be sent by United States 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. Any party may update its designee or address by sending written notice to the other party informing them of the change.

33. If the STATE ATTORNEY GENERAL reasonably believes that EXPERIAN has failed to comply with any of Paragraphs 6 through 17 or 24 of this Assurance, and if in the

STATE ATTORNEY GENERAL'S sole discretion the failure to comply does not threaten the health or safety of the citizens of the State of Ohio and/or does not create an emergency requiring immediate action, the STATE ATTORNEY GENERAL shall provide notice to EXPERIAN of such alleged failure to comply and EXPERIAN shall have thirty (30) days from receipt of such notice to provide a good faith written response, including either a statement that EXPERIAN believes it is in full compliance with the relevant provision or a statement explaining how the violation occurred, how it has been addressed or when it will be addressed, and what EXPERIAN will do to make sure the violation does not occur again. The STATE ATTORNEY GENERAL may agree to provide EXPERIAN with more than thirty (30) days to respond. The STATE ATTORNEY GENERAL shall receive and consider the response from EXPERIAN prior to initiating any proceeding for any alleged failure to comply with this Assurance.

34. In the event that technological or industry developments or intervening changes in law render any of the provisions set forth in this Assurance obsolete or make compliance by EXPERIAN with any provision impossible or unlawful, EXPERIAN may provide notice to the STATE ATTORNEY GENERAL and request a modification or elimination of the requirement at issue.

APPROVED:

DAVE YOST, ATTORNEY GENERAL, STATE OF OHIO

By: /s/ Melissa S. Smith Date: 11.7.2022

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APPROVED:

EXPERIAN DATA CORP.

By: _____ Date: 10/27/2022

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By: _____ Date: 10/25/2022

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Appendix A

STATE	
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
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 *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
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
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.*

Appendix A

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)
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.*
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 -134
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.*
Washington	Washington Consumer Protection Act, RCW 19.86.020
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.*
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
Hawaii	Personal Information Protection, Haw. Rev. Stat. Chpt. 487J; Security Breach of Personal Information, Haw. Rev. Stat. Ch-pt. 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 *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
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.)
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
Missouri	Mo. Rev. Stat. § 407.1500
Montana	Montana Impediment of Identity Theft Act, Mont. Code Ann. §§ 30-14-1701 *et seq.*

Appendix B

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 *et seq.*
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)
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.*
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
Texas	Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 – 152
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
Washington	Washington Data Breach Notification Law, RCW 19.255.010
Wisconsin	Notice of Unauthorized Acquisition of Personal Information. Wis. Stat. § 134.98