VT SUPERIOR COURT
WASHINGTON UNIT
CIVIL DIVISION

STATE OF VERMONT
SUPERIOR COURT
WASHINGTON UNIT

2017 AUG -9 A 11:40

FILED

In re:	Nationwide Mutual Insurance Company	)	Civil Division
	and	)	
	Allied Property & Casualty Insurance Company	)	Docket No. 455-8-17 Wncv

ASSURANCE OF DISCONTINUANCE

In Re:

NATIONWIDE MUTUAL INSURANCE COMPANY

and

ALLIED PROPERTY & CASUALTY INSURANCE COMPANY

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (the "Assurance")[1] is between Nationwide Mutual Insurance Company, an Ohio corporation ("Nationwide"), acting for itself and its wholly-owned subsidiary Allied Property & Casualty Insurance Company ("Allied") (referred to collectively as "Nationwide/Allied"), and the Attorneys General of Alaska, Arizona, Arkansas, Connecticut, Florida, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, Washington, and the District of Columbia (referred to collectively as the "Attorneys General").[2]

PARTIES

1. 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 laws and regulations, which may include state Consumer Protection Acts and state Personal Information Protection Acts.

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

[2] For simplicity purposes, the entire group will be referred to as the "Attorneys General," or individually as "Attorney General." Such designations, however, as they pertain to Hawaii shall mean the State of Hawaii, including the Executive Director of the State of Hawaii, Office of Consumer Protection and as they pertain to Connecticut, shall include the Commissioner of Consumer Protection.

2. Nationwide Mutual Insurance Company is an Ohio corporation with its principal place of business at One Nationwide Plaza, Columbus, OH 43215. Nationwide is a property and casualty insurer doing business throughout the United States, including in the States.

3. Allied Property & Casualty Insurance Company is an Iowa corporation with its principal place of business at 1100 Locust Street, Des Moines, IA 50391. In 1998, Nationwide acquired Allied as a wholly-owned subsidiary.

DEFINITIONS

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

4. "**Effective date**" shall be August 9, 2017.

5. "**Common vulnerabilities and exposures**" or "**CVE**" shall mean a specific numbered vulnerability that has at the time in question been published as a "Common Vulnerability and Exposure" by MITRE Corporation or appears in the U.S. Government's "National Vulnerability Database" (e.g., "CVE-20XX-XXXX"), or if both of the two foregoing vulnerability lists are no longer in existence, any substantially equivalent successor publication jointly selected by Nationwide/Allied and the States.

6. "**Consumer Protection Acts**" shall mean the statutes listed in Section A of the attached Appendix to Assurance of Voluntary Compliance ("Appendix").

7. "**Covered systems**" shall mean all routers, switches, firewalls, servers, common operating systems, and applications within Nationwide/Allied's datacenter network that are used to collect, process, and store personal information.

8. "**Personal information**" shall have the same definition as set forth in the Personal Information Protection Acts. In the absence of any such statutory definition, "personal information" shall mean any record of Nationwide/Allied (unless encrypted) containing the

following information about an individual collected in connection with receiving an insurance price quote: any individual's first name or first initial and last name, in combination with one or more of the following: (i) social security number; (ii) driver's license number or state identification card number; or (iii) account number, credit card number, or debit card number in combination with any required security code, access code, or password that would permit access to the individual's financial account, and does not include information that is lawfully made available to the general public from federal, state or local government records or widely distributed media or is otherwise lawfully available from publicly available information.

9. "**Personal Information Protection Acts**" shall mean the statutes listed in Section B of the attached Appendix.

10. "**Security information and event management**" shall mean a system that correlates data to identify potential information technology security events and/or security incidents.

11. "**States**" when used herein shall refer to the States of Alaska, Arizona, Arkansas, Connecticut, Florida, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Vermont, and Washington, as well as the District of Columbia.

THE ATTORNEYS GENERAL'S ALLEGATIONS

12. In order to provide consumers with insurance quotes, Nationwide/Allied collected information from consumers residing in the States, including all or a portion of the following: (a) full name; (b) sex; (c) occupation; (d) employer name and address; (e) driver's license number

and state of issuance; (f) Social Security number; (g) marital status; (h) date of birth; and (i) a Nationwide internal credit-related score.

13. On October 3, 2012, Nationwide/Allied experienced a criminal data breach ("the Intrusion") that Nationwide/Allied believes may have resulted in the loss of data containing some or all of the above listed consumer information for 1.27 million consumers, including consumers residing in the States.

14. The data breach occurred when hackers exploited a vulnerability in Nationwide/Allied's web application hosting software. After data were exfiltrated, Nationwide/Allied addressed the software vulnerability by applying a software patch that was not previously applied.

NATIONWIDE/ALLIED'S DENIALS

15. Nationwide/Allied admits it experienced a criminal data breach, but denies any liability or wrongdoing relating thereto, as more fully set forth in paragraph 50, *infra*, and further denies the Attorneys General have jurisdiction over the matters addressed in this Assurance.

REQUIREMENTS

16. Nationwide/Allied shall maintain an online disclosure that personal information it collects from individuals, even if they do not become insureds, is retained while the individual's account is active or to provide services, and as required or permitted by law.

17. Nationwide/Allied shall appoint an individual (referred to herein as the "Patch Policy Supervisor") who shall be at least an elected information technology officer and, for a period of three (3) years from the effective date of this Assurance, shall be responsible for

maintaining the process by which Nationwide/Allied's security policies as to software and application security updates and security patch management are regularly reviewed and by which revisions are made. Such policies shall (during this time frame) address the application of security updates or security patches to covered systems in a reasonable fashion and time frame, taking into account (without limitation) the currency of the software to which the update or patch relates, the sensitivity and nature of the data that the software stores, processes or transmits, the severity of the vulnerability for which the update or patch has been released to address, the severity of the issue as reasonably determined by Nationwide/Allied in the context of its overall network, any compensating controls and its ongoing business and network operations, and the scope of the resources required to address the issue.

18. Nationwide/Allied shall appoint an individual (referred to herein as the "Patch Supervisor") who shall be at least an elected information technology officer and shall be responsible for (a) monitoring and managing software and application security updates and security patch management; (b) supervising, evaluating, and coordinating the maintenance, management, and application of all security patches and software and application security updates, including monitoring for notifications of patches identified by applicable software providers; and (c) supervising, evaluating and coordinating any system patch management tool(s) such as those identified in paragraphs 22(d) and (e).

19. Nationwide/Allied shall, for a period of three (3) years from the effective date of this Assurance, under the direction and/or coordination of the Patch Supervisor, maintain and, on at least a semi-annual basis, update, an inventory of all covered systems they utilize. The inventory required under this paragraph shall include: (a) name; (b) version; and (c) a list of any software and application security updates and security patches applied or installed during the

preceding period. During this time frame, Nationwide/Allied shall use this inventory in its regular operations to assist in reviewing whether new security updates or security patches are available for any covered system, and for each new security update and security patch under consideration, Nationwide/Allied shall assign a priority level and schedule any related action that may reasonably be determined to be pursued with respect to the covered systems, taking into consideration risk levels identified by software and application providers, and shall address any security updates and security patches, consistent with the policies set forth in paragraph 17, supra, and maintain for a period of at least three (3) years a written exception stating the basis for exceptions therefrom.

20. Nationwide/Allied shall, for a period of three (3) years from the effective date of this Assurance, regularly review and update its Incident Management Policy and Procedures by which it commences and manages its response and review of information security incidents, and reporting to a security manager, in relation to the circumstances of the incident. Information, security incident and investigation records maintained within the Event Management System shall have a retention period of three (3) years. No waiver of any applicable legal protection or privilege as to such matters is intended or effected hereby.

21. Nationwide/Allied shall, for a period of three (3) years from the effective date of this Assurance, deploy (to the extent it has not already done so) and maintain a system management tool (or contract with a vendor) to provide such service, the purpose of which shall be to:

(a) provide Nationwide/Allied with near real-time updates regarding known CVEs for any vendor-purchased software applications in use within its covered systems;

(b) identify, confirm and enhance discovery of covered systems that may be subject to CVE events and/or incidents; and

(c) scan covered systems for CVEs.

22. Nationwide/Allied shall, for a period of three (3) years from the effective date of this Assurance, further (to the extent it has not already done so):

(a) implement processes and procedures for Nationwide/Allied's covered systems that provide for notification of CVEs to the teams responsible for currency and patch management of the technology impacted;

(b) implement processes and procedures for Nationwide/Allied's covered systems to evaluate the relative severity of identified CVEs in the context of the technology and network area impacted and, based on Nationwide/Allied's evaluation, prioritize any mitigation actions in response;

(c) document in writing the risk severity attached to each CVE evaluated under subparagraph (b) and mitigation or exception actions taken in response thereto;

(d) purchase and install, as to Nationwide/Allied's covered systems, an automated CVE feed from a solution provider, to Nationwide/Allied's intrusion detection system/intrusion protection system; and

(e) purchase and install, as to Nationwide/Allied's covered systems, an automated CVE feed from a solution provider to Nationwide/Allied's security information and event management technology.

23. On at least a semi-annual basis, for a period of three (3) years from the effective date of this Assurance, Nationwide/Allied shall perform an internal patch management

assessment of the covered systems. This assessment shall identify known CVEs rated by Nationwide/Allied as critical, high, and medium risk and confirm appropriate patches have been applied or that any exceptions were noted. The assessment and any exceptions will be formally identified, documented and reviewed by the Patch Supervisor.

24. On at least an annual basis, for a period of three (3) years from the effective date of this Assurance, Nationwide/Allied shall hire an outside, independent provider to perform a patch management audit of Nationwide/Allied's covered systems. This audit will identify known CVEs rated as critical, high, and medium risk and confirm that appropriate patches have been applied or that any exceptions have been formally documented. A formal executive summary shall be available to the Attorneys General for review upon request.

25. One (1) year after the effective date of this Assurance, Nationwide/Allied shall provide the Attorneys General with a certification of its compliance with this "Requirements" section of the Assurance (the "Compliance Certification") to date. The Compliance Certification shall describe each of the policies or practices that Nationwide/Allied have implemented, or that remain in place, that establish Nationwide/Allied's compliance with the Requirements section of this Assurance. The Attorneys General shall maintain the Compliance Certification they receive consistent with the requirements of paragraph 27.

26. The written policies, inventories, assessments, and audits referenced under the "Requirements" section of this Assurance that are in effect or created during the three (3) year period following the effective date of this Assurance shall be available to the Attorneys General during that period or for one year after creation, whichever is longer, upon reasonable request.

27. The Attorneys General shall treat all information (including without limitation any documents) they receive under this Assurance as exempt from disclosure under the relevant

public records laws to the fullest extent they are able to do such under such laws and agree to reasonably secure such information. Nationwide/Allied contends all such documents contain sensitive information about the current state of Nationwide/Allied's security infrastructure and mechanisms, which could be harmful to Nationwide/Allied's ability to secure data if disclosed. In the event that an Attorney General receives any request from the public to inspect any Compliance Certification or other documentation of compliance and that Attorney General believes such document is subject to disclosure under any public record law, that Attorney General agrees to provide Nationwide/Allied with at least twenty (20) days advance notice before producing documents in response to such a request, to the extent permitted by state law (and with any required lesser advance notice), so that Nationwide/Allied may take appropriate action to defend against the disclosure of such documents. The notice required under this paragraph shall be provided consistent with the notice requirements contained in paragraph 43.

PAYMENT TO THE ATTORNEYS GENERAL

28. Within thirty (30) days of the effective date of this Assurance, Nationwide/Allied shall pay Five Million, Five Hundred Thousand Dollars ($5,500,000.00) to the Attorneys General, to be distributed as agreed by the Attorneys General. The money received by the Attorneys General pursuant to this paragraph may be used for purposes that may include, but are not limited to, attorneys' fees and costs of investigation and litigation, placed in, or applied to, any consumer protection law enforcement fund including future consumer protection or privacy enforcement, consumer education, litigation, local consumer aid or revolving funds, used to defray the costs of the inquiry leading to this Assurance, or for other uses permitted by state law,

and all at the sole discretion of the Attorneys General. [3]

ENFORCEMENT

29. The parties agree that this Assurance constitutes a legally enforceable agreement. This Assurance and the rights and obligations of the parties hereunder shall be governed within each of the respective States by the laws of such States in which any enforcement of this Assurance or any action to determine the rights and obligations hereunder is attempted.

30. This Assurance may be enforced only by the parties hereto. Nothing in this Assurance shall provide any rights to or permit any person or entity not a party hereto, including any State or Attorney General not a party hereto, to enforce any provision of this Assurance. No person or entity not a signatory hereto is a third-party beneficiary of this Assurance. Nothing in this Assurance shall be construed to create, affect, limit, alter, or assist any private right of action, including without limitation any private right of action that a consumer or other third-party may hold against Nationwide/Allied.

31. This Assurance shall be binding on the parties. Notwithstanding any other provision in this Assurance, the obligations herein shall not apply to any act or omission within any state that has not signed this Assurance.

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[3] By agreement of the Missouri Office of Attorney General and Nationwide, payment to the State of Missouri shall be paid into the Merchandising Practices Revolving Fund pursuant to Section 407.010, RSMo. The Washington Attorney General shall use the funds for recovery of the costs and attorneys' fees incurred in investigating this matter, future monitoring and enforcement of this Assurance, future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the sole discretion of the Attorney General. No part of this payment shall be deemed a civil penalty. The money received by the State of Indiana pursuant to this paragraph may be used for any purpose allowable under state law, including to protect the privacy and security of Indiana residents' personal information. The remainder of this footnote refers only to New Mexico's use of the monetary amount it receives and in no way refers to conduct by Nationwide. With that understanding, the settlement portion allocated to New Mexico shall be expended, in the sole discretion of the New Mexico Attorney General, to enhance the Office's law enforcement efforts to prevent and prosecute unfair or deceptive acts or practices and to investigate, enforce and prosecute any illegal conduct related to financial services or consumer protection laws.

32. This Assurance may be modified or amended solely in writing by the Attorneys General and Nationwide/Allied, subject to any limitations contained in paragraph 35 below. If Nationwide/Allied believes that any modification or amendment of this Assurance becomes warranted or appropriate for any reason, including, but not limited to, changes in the risks to the security, confidentiality, and integrity of personal information or to the relevant security procedures, practices, or tools used to protect against those risks, Nationwide/Allied may submit to the Attorneys General the proposed written modification or amendment.

33. Nothing in this Assurance shall be construed as preventing or exempting Nationwide/Allied from complying with any law, rule, or regulation, nor shall any of the provisions of this Assurance be deemed to authorize or require Nationwide/Allied to engage in any acts or practices prohibited by any law, rule, or regulation.

34. If Nationwide/Allied believes that any provision in this Assurance conflicts in whole or in part with any law, rule, or regulation as modified, enacted, promulgated, or interpreted by the state or federal governments or any state or federal agency, including the state departments of insurance, then, subject to the limitations contained in paragraph 35, Nationwide/Allied may provide a written proposal to the Attorneys General relative to the believed conflict, identifying the nature of the conflict and the manner in which Nationwide/Allied proposes to proceed in light of the purported conflict.

35. To the extent this Assurance is filed in any court, such court retains jurisdiction over this Assurance and the parties hereto for the purpose of enforcing and modifying this Assurance and for the purpose of granting such additional relief as may be necessary and appropriate. No modification of the terms of this Assurance shall be valid or binding unless made in writing, signed by the parties, and approved by any court in which the Assurance is

filed, and then only to the extent specifically set forth in such a court's order. The parties may agree in writing, through counsel, to an extension of any time period in this Assurance without a court order.

RELEASE

36. Effective immediately upon full payment of the amounts due under this Assurance, this Assurance constitutes a full and final settlement and release by the Attorneys General that are parties to this Assurance from any and all civil, regulatory and administrative proceedings, claims, and causes of action against Nationwide Mutual Insurance Company, Allied Property & Casualty Insurance Company and their affiliates, subsidiaries, successors and assigns, including any of their officers, agents, directors, attorneys and employees, arising out of or relating to the Intrusion, or the subject matter of the Attorneys General's investigation set forth in paragraphs 12 through 14, or Nationwide/Allied's conduct in relation thereto, which the Attorneys General have, or could have asserted or brought prior to the effective date of this Assurance, under the Consumer Protection Acts (however denominated in the respective states in Section A of the attached Appendix), or Personal Information Protection Acts (however denominated in the respective states in Section B of the attached Appendix), or other state laws regarding the safeguarding of consumers' personal information. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that Nationwide/Allied has under this Assurance.

37. 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 36 as to any entity or person, including Nationwide/Allied:

(a) Any criminal liability that any person or entity, including Nationwide/Allied, have or may have to the Attorneys General.

(b) Any civil or administrative liability that any person or entity, including Nationwide/Allied, have or may have to the States under any statute, regulation or rule not covered by the release in paragraph 36 above, including but not limited to, any 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.

GENERAL PROVISIONS

38. Nationwide/Allied shall not knowingly cause or encourage third parties acting on its behalf, nor knowingly permit third parties acting on its behalf, to engage in practices from which Nationwide/Allied are prohibited by this Assurance.

39. Nationwide/Allied shall not, directly or indirectly, form a separate entity or corporation for the purpose of engaging in acts prohibited by this Assurance or for the purpose of circumventing this Assurance.

40. This Assurance represents the full and complete terms of the settlement entered by the parties.

41. All parties participated in the drafting of this Assurance.

42. This Assurance may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

43. All notices under this Assurance shall be provided via electronic and/or overnight

mail to the following persons, unless a different address is specified in writing by the party changing such address:

For Nationwide Mutual Insurance Company and
Allied Property & Casualty Insurance Company

Kirk Herath
VP, Chief Privacy Officer, Associate General Counsel
Nationwide
One Nationwide Plaza, 1-32-304
Columbus, OH 43215
614-249-4420
herathk@nationwide.com

For the Attorneys General, please see the persons listed in Section C of the attached Appendix.

44. Any failure by any party to this Assurance to insist upon the strict performance by any other party of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions of this Assurance, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Assurance. For the Attorneys General, this shall be without prejudice to the imposition of any applicable remedies, including but not limited to contempt, civil penalties and/or the payment of attorneys' fees to any Attorney General, and any other remedies under applicable state law.

45. Except for the release in paragraph 36, 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 and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section or other provision had not been contained herein.

46. Nothing in this Assurance shall be construed as relieving Nationwide/Allied 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.

47. Nothing in this Assurance limits Nationwide/Allied's right, at its sole discretion, to take measures in connection with the maintenance and safeguarding of personal information in addition to what is required in this Assurance.

48. The parties understand and agree that this Assurance shall not be construed as an approval or a sanction by Attorneys General of the business practices of Nationwide/Allied, and Nationwide/Allied shall not represent that this Assurance constitutes an approval or sanction of its business practices. The parties further understand and agree that any failure by any Attorney General to take any action in response to any 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.

49. Nationwide/Allied shall deliver a copy of this Assurance to, or otherwise fully apprise, its executive management having decision-making authority with respect to the subject matter of this Assurance within thirty (30) days of the effective date of this Assurance.

50. This Assurance (including without limitation any and all legal and factual statements herein) is not intended to be and shall not in any event be construed or deemed to be, or represented or caused to be represented as, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of Nationwide/Allied 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. Nationwide/Allied believes that its conduct has been lawful and has not violated any consumer protection or other laws or the common law of the States and enters into this Assurance for settlement purposes only.

Without limitation of the terms of paragraph 35, supra, Nationwide/Allied's agreement to undertake the obligations described in this Assurance shall not be construed as an admission of any kind or type including as to jurisdiction.

51. This Assurance shall not be construed or used as a waiver or any limitation of any defense otherwise available to Nationwide/Allied in any pending or future legal or administrative action or proceeding relating to its conduct prior to the effective date of this Assurance or of Nationwide/Allied's right to defend itself from, or make any arguments in, any individual or class claims or suits relating to the existence, subject matter, or terms of this Assurance.

52. For purposes of enforcement by the Iowa Attorney General, a violation of this Assurance, if established by the Iowa Attorney General by a preponderance of the evidence in an action by the Iowa Attorney General against Nationwide/Allied, shall be deemed a violation of Iowa Code § 714.16. This Assurance creates no right of action under Iowa Code § 714H.

53. The settlement negotiations resulting in this Assurance have been undertaken by Nationwide/Allied and the Attorneys General in good faith and for settlement purposes only, and no evidence of negotiations or communications underlying this Assurance, or this Assurance itself, shall be offered or received in evidence in any action or proceeding for any purpose.

54. Nothing contained in this Assurance, and no act to be performed hereunder, including, but not limited to, the Compliance Certification, the provision of any documentation of Nationwide/Allied's compliance with this Assurance, or the provision of information and/or material, shall require Nationwide/Allied to waive (a) any attorney-client privilege, work-product protection, or common interest/joint defense privilege, or (b) confidential, proprietary, or trade secret exception under the States' public records laws.

55. To the extent there are any, Nationwide/Allied 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.

SIGNATURE

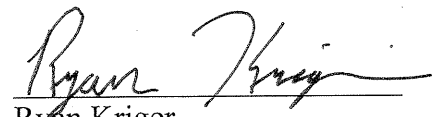
In lieu of instituting an action or proceeding against Respondents, the Office of the Attorney General, pursuant to 9 V.S.A. § 2459, accepts this Assurance of Discontinuance. By signing below, Respondent voluntarily agrees with and submits to the terms of this Assurance of Discontinuance.

ACCEPTED on behalf of the Attorney General:

DATED at Montpelier, Vermont this 24th day of July, 2017.

STATE OF VERMONT

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

By: 

Ryan Kriger
Assistant Attorney General
Office of Attorney General
109 State Street
Montpelier, Vermont 05609
ryan.kriger@vermont.gov
802-828-3170

NATIONWIDE MUTUAL INSURANCE COMPANY

and

ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY

By: _____

Kirk Herath
VP, Chief Privacy Officer, Associate General Counsel
Nationwide

Date: 8-3-17

APPENDIX: SECTION A

STATE	CONSUMER PROTECTION ACTS
Alaska	Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50. 471, *et seq.*
Arizona	Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 – 44-1534
Arkansas	Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101, *et seq.*
Connecticut	Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.*
D. Columbia	Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.*
Florida	Florida Deceptive and Unfair Trade Practices Act, § 501.201, *et. seq.*, Fla. Stat.
Hawaii	Uniform Deceptive Trade Practice Act- Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Sect. 480-2
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.*
Indiana	Deceptive Consumer Sales Act, Indiana Code chapter 24-5-0.5
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16
Kentucky	Kentucky Consumer Protection Act, Ky. Rev. Stat. 367.110-.300
Louisiana	Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. 51:1401, *et seq.*
Maine	5 M.R.S. § 205-A, *et seq.*
Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, *et seq.* (2013 Repl. Vol and 2016 Supp.)
Massachusetts	Massachusetts Consumer Protection Act (Mass. Gen. Laws ch. 93A)
Mississippi	Mississippi Consumer Protection Act Miss. Code Ann. § 75-24-1, *et seq.*
Missouri	Missouri Merchandising Practices Act, Chapter 407, RSMo.
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., and Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301, *et seq.*
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903-.0999
New Mexico	Unfair Practices Act NMSA 1978 §57-12-1, *et seq.*
New Jersey	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, *et seq.*
New York	Executive Law 63(12) and General Business Law 349/350
North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.*
North Dakota	N.D.C.C. ch. 51-15 (Unlawful Sales or Advertising Practices)
Oregon	Oregon Unlawful Trade Practices Act, Oregon Revised Statutes (ORS) 646.605 *et seq.*
Pennsylvania	Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*
Rhode Island	Rhode Island General Laws, § 6-13.1-1, et seq., known as the Rhode Island Deceptive Trade Practices Act
South Dakota	SDCL Chapter 37-24
Tennessee	Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108
Texas	Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code Ann. § 17.41 (West 2011)
Vermont	Vermont Consumer Protection Act, § 9 V.S.A. 2451, *et seq.*
Washington	Consumer Protection Act, RCW 19.86.020

APPENDIX: SECTION B

STATE	PERSONAL INFORMATION PROTECTION ACTS
Alaska	Alaska Personal Information Protection Act, AS 45.48.010 et seq., including, without limitation, Alaska Breach of Security Involving Personal Information statutes, AS 45. 48.0 10-45.48.090
Arizona	Notification of Breach of Security System, A.R. S. § 18-545 (formerly Ariz. Rev. Stat. § 44-7501. (effective December 31, 2006 through April 5, 2016))
Arkansas	Arkansas Personal Information Protection Act. Ark. Code Ann. § 4-110-101 et seq., including, without limitation, Disclosure of Security Breaches, Ark. Code Ann. § 4-110-105
Connecticut	Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471; Breach of Security re Computerized Data Containing Personal Information, Conn. Gen. Stat. § 36a-701b
D. Columbia	Security Notification Act, D. C. Code§ 28-3851, *et seq.*
Florida	Florida Information Protection Act, Fla. Stat. § 501.171 (effective July 1, 2014); Fla. Stat. § 817.5681 (effective July 1, 2005 through June 30, 2014)
Hawaii	Personal Information Protection- Haw. Rev. Stat. Chpt. 487J; Security Breach of Personal Information- Haw. Rev. Stat. Chpt. 487N
Illinois	Illinois Personal Information Protection Act, 815 ILCS 530/1, *et seq.*
Indiana	Disclosure of Security Breach Act, Indiana Code article 24-4.9, including, without limitation Indiana Code section 24-4.9-3-3.5(c) (see 2017 Ind. Legis. Serv. P.L. 76-2017 (S.E.A. 549) (WEST))
Iowa	Iowa Personal Information Security Breach Protection Act, Iowa Code § 715C
Kentucky	Ky. Rev. Stat. 365.732
Louisiana	Database Security Breach Notification Law, La. Rev. Stat. 51:3071, *et seq.*; and Reporting Requirements, La. Admin. Code tit. 16, pt. 3, §701
Maine	Maine Notice of Risk to Personal Data Act, 10 M.R. S. § 1346, *et seq.*
Maryland	Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501, *et seq.* (2013 Repl. Vol and 2016 Supp.)
Massachusetts	Mass. Gen. Laws ch. 93H, §§ 1, *et seq.* and Massachusetts Standards for the Protection of Personal Information of Residents of the Commonwealth (201 C.M.R. 17.00 et seq.)
Mississippi	Notice of Breach of Security Miss. Code Ann.§ 75-24-29
Missouri	Missouri Merchandising Practices Act, Section 407.1500, RSMo., including, without limitation, Missouri Merchandising Practices Act, § 407.1500.1(9), RSMo.
Montana	Montana Impediment of Identity Theft Act, Mont. Code Ann. § 30-14-1701 et seq., including, without limitation, Mont. Code Ann. § 30- 14-1704
Nebraska	Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801, *et seq.*
Nevada	Nevada Security of Personal Information Act; Nev. Rev. Stat. §§ 603A.010, et seq., including, without limitation, Nev. Rev. Stat. § 603A.220 (located within the Nevada Security of Personal Information Act)
New Mexico	Data Breach Notification Act, NMSA 1978 Section 57-12(C)-1 et seq.
New Jersey	Identity Theft Prevention Act, N.J.S.A. 56:8-161, *et seq.*
New York	NYS Information Security Breach and Notification Act (General Business Law 899-aa) (as to the New York Attorney General, when this agreement uses the term "personal information," it shall have the meaning set forth for "private information" in the NYS Information Security Breach and Notification Act)
North Carolina	North Carolina Identity Theft Protection Act, N.C. Gen. Stat. §§ 75-60, *et seq.*, including, without limitation, N.C. Gen. Stat. § 75-65
North Dakota	N.D.C.C. ch. 51-30 (Notice of Security Breach for Personal Information)
Oregon	Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628.
Pennsylvania	Breach of Personal Information Notification Act, 73 P.S. §§ 2301, et *seq.*
Rhode Island	Rhode Island General Laws, § 11-49.3-1, *et seq.*, known as the Rhode Island Identity Theft Protection Act, including, without limitation, R.I. Gen. Laws§ 11-49.3-4
Tennessee	Identity Theft Deterrence, Tenn. Code Ann. § 47-18-2101 et seq., including, without limitation, Tenn. Code Ann. § 47-18-2107
Texas	Texas Identify Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. Ch. 521 (West 2015)
Vermont	Vermont Security Breach Notice Act, § 9 V.S.A. 2435
Washington	Data Breach Notification Law, RCW 19.255.010

APPENDIX: SECTION C

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