

1 XAVIER BECERRA  
2 Attorney General of California  
3 NICKLAS A. AKERS  
4 Senior Assistant Attorney General  
5 STACEY D. SCHESSER  
6 Supervising Deputy Attorney General  
7 LISA B. KIM, SBN 229369  
8 Deputy Attorney General  
9 455 Golden Gate Ave., Suite 11000  
10 San Francisco, CA 94102  
11 Telephone: (415) 510-4400  
12 Fax: (213) 897-4951  
13 E-mail: [Lisa.Kim@doj.ca.gov](mailto:Lisa.Kim@doj.ca.gov)

8 GEORGE GASCÓN, SBN 182345  
9 District Attorney of San Francisco  
10 EVAN H. ACKIRON, SBN 164628  
11 Assistant Chief District Attorney  
12 KELLY S. BURKE, SBN 251895  
13 Managing Assistant District Attorney  
14 ERNST A. HALPERIN, SBN 175493  
15 DANIEL C. AMADOR, SBN 247642  
16 Assistant District Attorneys  
17 White Collar Crime Division  
18 732 Brannan Street  
19 San Francisco, CA 94103  
20 Telephone: (415) 551-9589  
21 E-mail: [daniel.amador@sfgov.org](mailto:daniel.amador@sfgov.org)

22 *Attorneys for Plaintiff,*  
23 *The People of the State of California.*

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF SAN FRANCISCO  
19 UNLIMITED JURISDICTION  
20

21 THE PEOPLE OF THE STATE OF CALIFORNIA,

22 Plaintiff,

23 v.

24 UBER TECHNOLOGIES, INC.  
25

Case No. **C9C-18-570124**

~~PROPOSED~~ FINAL JUDGMENT AND  
PERMANENT INJUNCTION

(Cal. Bus. & Prof. Code, § 17200 *et seq.*)

**FILED**  
Superior Court of California  
County of San Francisco

SEP 26 2018

CLERK OF THE COURT

BY: *Rosalio H. Rangel*  
Deputy Clerk

[EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103]

1 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, through its attorney, Xavier  
2 Becerra, Attorney General of the State of California, and George Gascón, District Attorney for  
3 the City and County of San Francisco, have jointly filed a Complaint for a permanent injunction  
4 and other relief in this matter pursuant to the Unfair Competition Law, California Business and  
5 Professions Code, section 17200, et seq., alleging Defendant, UBER TECHNOLOGIES, INC.  
6 ("UBER") violated California Civil Code, sections 1798.82 and 1798.81.5, and Business and  
7 Professions Code, section 17200, *et seq.*

8 Plaintiff and UBER have agreed to the Court's entry of this Final Judgment and  
9 Permanent Injunction without trial or adjudication of any issue of fact or law, and without  
10 admission of any facts alleged or liability of any kind.

#### 11 Preamble

12 The Attorneys General of the states and commonwealths of Alabama, Alaska, Arizona,  
13 Arkansas, California<sup>1</sup>, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii<sup>2</sup>, Idaho,  
14 Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts,  
15 Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New  
16 Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon,  
17 Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah<sup>3</sup>, Vermont,  
18 Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the District of Columbia  
19 (collectively, the "Attorneys General," or the "States") conducted an investigation under their  
20 respective State Consumer Protection Acts and Personal Information Protection Acts<sup>4</sup> regarding  
21 the data breach involving UBER that occurred in 2016 and that UBER announced in 2017.

22  
23  
24 <sup>1</sup> In this matter, California means the California Attorney General and the District Attorney for the City and  
County of San Francisco.

25 <sup>2</sup> Hawaii is represented by its Office of Consumer Protection. For simplicity purposes, the entire group will be  
referred to as the "Attorneys General," or individually as "Attorney General." Such designations, however, as they  
26 pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection.

27 <sup>3</sup> Claims pursuant to the Utah Protection of Personal Information Act are brought under the direct enforcement  
authority of the Attorney General. Utah Code § 13-44-301(1). Claims pursuant to the Utah Consumer Sales  
Practices Act are brought by the Attorney General as counsel for the Utah Division of Consumer Protection, pursuant  
28 to the Division's enforcement authority. Utah Code §§ 13-2-1 and 6.

<sup>4</sup> State law citations (UDAP and PIPAs) – *See Appendix A.*

1 Parties

2 1. The Attorney General is charged with enforcement of California Business and  
3 Professions Code, section 17200, *et seq.*

4 2. UBER is a Delaware corporation with its principal place of business at 1455  
5 Market Street, San Francisco, California 94103.

6 3. As used herein, any reference to "UBER" or "Defendant" shall mean UBER  
7 TECHNOLOGIES, INC., including all of its officers, directors, affiliates, subsidiaries and  
8 divisions, predecessors, successors and assigns doing business in the United States. However,  
9 any affiliate or subsidiary created as a result of an acquisition by UBER after the Effective Date  
10 shall not be subject to any requirement of this Final Judgment and Permanent Injunction until  
11 ninety (90) days after the acquisition closes.

12 Findings

13 4. The Court has jurisdiction over the subject matter of the complaint filed herein and  
14 over the parties to this Final Judgment and Permanent Injunction.

15 5. At all times relevant to this matter, UBER engaged in trade and commerce  
16 affecting consumers in the States, including in California, in that UBER is a technology company  
17 that provides a ride hailing mobile application that connects drivers with riders. Riders hail and  
18 pay drivers using the UBER platform.

19 Order

20 NOW THEREFORE, on the basis of these findings, and for the purpose of effecting this  
21 Final Judgment and Permanent Injunction, IT IS HEREBY ORDERED AS FOLLOWS:

22 I. DEFINITIONS

23 1. "Covered Conduct" shall mean UBER's conduct related to the data breach  
24 involving UBER that occurred in 2016 and that UBER announced in 2017.

25 2. "Data Security Incident" shall mean any unauthorized access to Personal  
26 Information owned, licensed, or maintained by UBER.

27 3. "Effective Date" shall be October 25, 2018.

4. "Encrypt," "Encrypted," or "Encryption" shall mean rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.

5. "Personal Information" shall have the definition as set forth in California Civil Code, section 1798.82, subdivision (h), and section 1798.81.5, subdivision (d).

6. "Riders and Drivers" or, as applicable, "Rider or Driver" shall mean any individual natural person who is a resident of California who uses UBER's ride hailing mobile applications to request or receive transportation (*i.e.*, riders) or to provide transportation individually or through partner transportation companies (*i.e.*, drivers), other than in connection with Uber Freight or similar services offered by UBER to commercial enterprises.

7. "Security Executive" shall be an executive or officer with appropriate background and experience in information security who is designated by UBER as responsible for the Information Security Program. The title of such individual need not be Security Executive.

## II. INJUNCTIVE RELIEF

8. The injunctive terms contained in this Final Judgment and Permanent Injunction are being entered pursuant to California Business and Professions Code, section 17203. Uber shall implement and thereafter maintain the practices described below, including continuing those of the practices that it has already implemented.

9. UBER shall comply with California Civil Code, sections 1798.82 and 1798.81.5, and Business and Professions Code, section 17200, *et seq.*, in connection with its collection, maintenance, and safeguarding of Personal Information.

10. UBER shall not misrepresent the extent to which UBER maintains and/or protects the privacy, security, confidentiality, or integrity of any Personal Information collected from or about Riders and Drivers.

11. UBER shall comply with the reporting and notification requirements of California Civil Code, section 1798.82.

12. **Specific Data Security Safeguards.** No later than ninety (90) days after the Effective Date and for a period of ten (10) years thereafter, UBER shall:

1 a. Prohibit the use of any cloud-based service or platform from a third party for  
2 developing or collaborating on code containing any plaintext credential if that  
3 credential provides access to a system, service, or location that contains  
4 Personal Information of a Rider or Driver unless:

5 i. UBER has taken reasonable steps to evaluate the data security  
6 measures and access controls provided by the service or platform as  
7 implemented by UBER;

8 ii. UBER has determined that the data security measures and access  
9 controls are reasonable and appropriate in light of the sensitivity of  
10 the Personal Information that a plaintext credential appearing in code  
11 on the service or platform can access;

12 iii. UBER has documented its determination in writing; and

13 iv. UBER's Security Executive or her or his designee has approved the  
14 use of the service or platform.

15 Access controls for such service or platform shall not be considered reasonable  
16 and appropriate if they do not include password protection including strong,  
17 unique password requirements and multifactor authentication, or the equivalent  
18 level of protection through other means such as single sign-on; appropriate  
19 account lockout thresholds; and access logs maintained for an appropriate  
20 period of time.

21 b. Maintain a password policy for all employees that includes strong password  
22 requirements.

23 c. Develop, implement, and maintain a policy regarding the Encryption of  
24 Personal Information of Riders and Drivers in the following circumstances.  
25 First, the policy shall require the use of Encryption when such information is  
26 transmitted electronically over a network. Second, the policy shall require the  
27 use of Encryption for backups of databases containing such information when  
28 the backups are stored on a third-party, cloud-based service or platform, either

1 through Encryption of Personal Information of Riders and Drivers within the  
2 backup or through Encryption of the backup file or location where it is stored.  
3 To the extent UBER determines that such Encryption is not reasonably feasible  
4 in a particular instance, UBER may instead use effective alternative  
5 compensating controls reviewed and approved by UBER's Security Executive  
6 or her or his designee.

7 13. Information Security Program

- 8 a. Within one hundred twenty (120) days after the Effective Date, UBER shall  
9 develop, implement, and maintain a comprehensive information security  
10 program ("Information Security Program") reasonably designed to protect the  
11 security, integrity, and confidentiality of Personal Information collected from  
12 or about Riders and Drivers.
- 13 b. The Information Security Program shall be at least compliant with any  
14 applicable requirements under California law, and at a minimum, shall be  
15 written and shall contain administrative, technical, and physical safeguards  
16 appropriate to:
- 17 i. The size and complexity of UBER's operations;
  - 18 ii. The nature and scope of UBER's activities; and
  - 19 iii. The sensitivity of the Personal Information of Riders and Drivers that  
20 UBER maintains.
- 21 c. At a minimum, the Information Security Program shall include:
- 22 i. regular identification of internal and external risks to the security,  
23 confidentiality, or integrity of Personal Information of Riders and  
24 Drivers that could result in the unauthorized disclosure, misuse, loss,  
25 alteration, destruction, or other compromise of such information, and  
26 an assessment of the sufficiency of any safeguards in place to control  
27 these risks;

- 1                   ii. the design and implementation of reasonable safeguards to control  
2                   these risks;  
3                   iii. regular testing and monitoring of the effectiveness of these  
4                   safeguards;  
5                   iv. the evaluation and adjustment of the Information Security Program in  
6                   light of the results of the testing and monitoring; and  
7                   v. ongoing training of employees and temporary, contract, and  
8                   contingent workers concerning the proper handling and protection of  
9                   Personal Information of Riders and Drivers, the safeguarding of  
10                  passwords and security credentials for the purpose of preventing  
11                  unauthorized access to Personal Information, and disciplinary  
12                  measures for violation of the Information Security Program,  
13                  including up to termination for employees and permanent removal  
14                  from UBER for temporary, contract, and contingent workers.
- 15           d. UBER shall ensure that its Information Security Program receives the  
16           resources and support reasonably necessary to ensure that the Information  
17           Security Program functions as intended.
- 18           e. UBER shall designate a Security Executive who shall be responsible for the  
19           Information Security Program.
- 20       14.   Information Security Program Assessments
- 21           a.   Within one year of the Effective Date and biennially for ten (10) years  
22           thereafter, UBER shall obtain assessments of its Information Security Program.
- 23           b.   The assessments shall be performed by an independent third party that: (a) is a  
24           Certified Information Systems Security Professional ("CISSP") or a Certified  
25           Information Systems Auditor ("CISA"), or a similarly qualified person or  
26           organization; and (b) has at least five (5) years of experience evaluating the  
27           effectiveness of computer systems or information system security.
- 28

- 1 c. The assessments shall set forth the administrative, technical, and physical  
2 safeguards maintained by UBER and explain the extent to which the  
3 safeguards are appropriate to UBER's size and complexity, the nature and  
4 scope of UBER's activities, and the sensitivity of Personal Information of  
5 Riders and Drivers that UBER maintains, and thereby meet the requirements of  
6 the Information Security Program.
- 7 d. UBER shall provide a copy of the third party's final written report of each  
8 assessment to the California Attorney General's Office within one hundred  
9 twenty (120) days after the assessment has been completed.
- 10 i. Confidentiality: The California Attorney General's Office shall treat  
11 the report as exempt from disclosure under the relevant public records  
12 laws.
- 13 ii. State Access: The California Attorney General's Office may provide  
14 a copy of the report received from UBER to any other of the  
15 Attorneys General upon request, and each requesting Attorney  
16 General shall treat such report as exempt from disclosure as  
17 applicable under the relevant public records laws.

18 15. Incident Response and Data Breach Notification Plan

- 19 a. For a period of two (2) years following the Effective Date, UBER shall report  
20 on at least a quarterly basis to California identifying and describing any Data  
21 Security Incidents that occurred during the reporting period and are required by  
22 any U.S. federal, state, or local law or regulation to be reported to any U.S.  
23 federal, state, or local government entity.
- 24 b. UBER shall maintain a comprehensive Incident Response and Data Breach  
25 Notification Plan ("Plan"). At a minimum, the Plan shall:
- 26 i. identify the types of incidents that fall within the scope of the Plan,  
27 which must include any incident that UBER reasonably believes  
28 might be a Data Security Incident;



1                   ii. clearly describe all individuals' roles in fulfilling responsibilities  
2                   under the Plan, including back-up contacts and escalation pathways;  
3                   iii. require regular testing and review of the Plan, and the evaluation and  
4                   revision of the Plan in light of such testing and review; and  
5                   iv. require that once UBER has determined that an incident is a Data  
6                   Security Incident, (a) a duly licensed attorney shall decide whether  
7                   notification is required under applicable law; (b) that determination  
8                   shall be documented in writing and communicated to UBER's  
9                   Security Executive and to a member of UBER's legal department  
10                  with a supervisory role at least at the level of associate general  
11                  counsel; (c) UBER shall maintain documentation sufficient to show  
12                  the investigative and responsive actions taken in connection with the  
13                  Data Security Incident and the determination as to whether  
14                  notification is required; and (d) UBER shall assess whether there are  
15                  reasonably feasible training or technical measures, in addition to  
16                  those already in place, that would materially decrease the risk of the  
17                  same type of Data Security Incident re-occurring. UBER's Security  
18                  Executive is responsible for overseeing, maintaining and  
19                  implementing the Plan.

20               c. UBER's Security Executive shall report to the Chief Executive Officer, the  
21               Chief Legal Officer, and the Board of Directors on a quarterly basis how many  
22               Data Security Incidents occurred and how they were resolved, including any  
23               payment by UBER in excess of \$5,000 to a third party who reported the Data  
24               Security Incident to UBER such as through a bug bounty program (other than a  
25               payment to a forensics company retained by UBER).

26               ///

27               ///

28               ///

1           16.   Corporate Integrity Program

- 2           a.   UBER shall develop, implement, and maintain a hotline or equivalent
- 3                 mechanism for employees to report misconduct, ethical concerns, or violations
- 4                 of UBER's policies, cultural norms, or code of conduct.
- 5           b.   UBER shall require an executive or officer with appropriate background and
- 6                 experience in compliance to report to the Board of Directors, or to a committee
- 7                 thereof, at each regularly scheduled meeting of the Board of Directors or
- 8                 committee to provide information concerning instances or allegations of
- 9                 misconduct, ethical concerns, or violations of UBER's policies, cultural norms,
- 10                or code of conduct, including complaints received by the hotline.
- 11          c.   No later than ninety (90) days after the Effective Date and for a period of ten
- 12               (10) years thereafter, UBER shall develop, implement and maintain a process,
- 13               incorporating privacy by design principles, to review proposed changes to
- 14               UBER's applications, its products, and any other ways in which UBER uses,
- 15               collects, or shares data collected from or about Riders and Drivers.
- 16          d.   UBER shall develop, implement, and maintain an annual training program for
- 17               employees concerning UBER's code of conduct.
- 18          e.   UBER's Security Executive shall advise the Chief Executive Officer or the
- 19               Chief Legal Officer of UBER's security posture, security risks faced by
- 20               UBER, and security implications of UBER's business decisions.

21                                 **Meet and Confer**

22           17.   If the Attorney General reasonably believes that UBER has failed to comply with

23               any of Paragraphs 12 through 16 of this Final Judgment and Permanent Injunction, and if in the

24               Attorney General's sole discretion the failure to comply does not threaten the health or safety of

25               citizens and does not create an emergency requiring immediate action, the Attorney General will

26               notify UBER in writing of such failure to comply and UBER shall have thirty (30) days from

27               receipt of such written notice to provide a good faith written response, including either a

28               statement that UBER believes it is in full compliance or otherwise a statement explaining how the

1 violation occurred, how it has been addressed or when it will be addressed, and what UBER will  
2 do to make sure the violation does not happen again. The Attorney General may agree to provide  
3 UBER more than thirty (30) days to respond.

4 18. Nothing herein shall be construed to exonerate any failure to comply with any  
5 provision of this Final Judgment and Permanent Injunction, or to compromise the authority of the  
6 Attorney General to initiate a proceeding for any failure to comply with this Final Judgment and  
7 Permanent Injunction in the circumstances excluded in Paragraph 17 or if, after receiving the  
8 response from UBER described in Paragraph 17, the Attorney General determines that an  
9 enforcement action is in the public interest.

#### 10 Payment to the States

11 19. Within thirty (30) days of the Effective Date, UBER shall pay One Hundred and  
12 Forty-Eight million dollars (\$148,000,000) to the Attorneys General, to be distributed as agreed  
13 by the Attorneys General. If the Court has not entered this Final Judgment and Permanent  
14 Injunction by the Effective Date, UBER shall pay within thirty (30) days of the Effective Date or  
15 within fourteen (14) days of entry of this Final Judgment and Permanent Injunction, whichever is  
16 later. The money received by the Attorneys General pursuant to this paragraph may be used for  
17 purposes that may include, but are not limited to, attorneys' fees, and other costs of investigation  
18 and litigation, or be placed in, or applied to, any consumer protection law enforcement fund,  
19 including future consumer protection or privacy enforcement, consumer education, litigation or  
20 local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto,  
21 or for other uses permitted by state law, at the sole discretion of the Attorneys General.

22 20. Specifically, pursuant to California Business and Professions Code, section 17206,  
23 UBER shall pay the Attorney General the amount of \$25,634,985.90, which shall be allocated  
24 and used in accordance with California Business and Professions Code, section 17206,  
25 subdivision (c), with respect to actions brought by the Attorney General. Payment shall be made  
26 by wire transfer to the California Attorney General's Office pursuant to instructions provided by  
27 the California Attorney General's Office.

1 Release

2 21. Upon payment of the amount due to California under this Final Judgment and  
3 Permanent Injunction, the Attorney General shall release and discharge UBER from all civil  
4 claims that the Attorney General could have brought under California Civil Code, sections  
5 1798.82 and 1798.81.5, and Business and Professions Code, section 17200, *et seq.*, or common  
6 law claims concerning unfair, deceptive, or fraudulent trade practices based on the Covered  
7 Conduct. Nothing contained in this paragraph shall be construed to limit the ability of the  
8 Attorney General to enforce the obligations that UBER has under this Final Judgment and  
9 Permanent Injunction. Further, nothing in this Final Judgment and Permanent Injunction shall be  
10 construed to create, waive, or limit any private right of action.

11 General Provisions

12 22. The parties understand and agree that this Final Judgment and Permanent  
13 Injunction shall not be construed as an approval or a sanction by the Attorney General of UBER's  
14 business practices, nor shall UBER represent that this Final Judgment and Permanent Injunction  
15 constitutes an approval or sanction of its business practices. The parties further understand and  
16 agree that any failure by the Attorney General to take any action in response to any information  
17 submitted pursuant to this Final Judgment and Permanent Injunction shall not be construed as an  
18 approval or sanction of any representations, acts, or practices indicated by such information, nor  
19 shall it preclude action thereon at a later date.

20 23. Nothing in this Final Judgment and Permanent Injunction shall be construed as  
21 relieving UBER of the obligation to comply with all state and federal laws, regulations, and rules,  
22 nor shall any of the provisions of this Final Judgment and Permanent Injunction be deemed to be  
23 permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

24 24. UBER shall deliver a copy of this Final Judgment and Permanent Injunction to, or  
25 otherwise fully apprise, its executive management having decision-making authority with respect  
26 to the subject matter of this Final Judgment and Permanent Injunction within thirty (30) days of  
27 the Effective Date.

1           25.    To the extent that there are any, UBER agrees to pay all court costs associated  
2 with the filing (if legally required) of this Final Judgment and Permanent Injunction. No court  
3 costs, if any, shall be taxed against the Attorney General.

4           26.    If any clause, provision, paragraph, or section of this Final Judgment and  
5 Permanent Injunction is for any reason held illegal, invalid, or unenforceable, such illegality,  
6 invalidity, or unenforceability shall not affect any other clause, provision, paragraph, or section of  
7 this Final Judgment and Permanent Injunction, and this Final Judgment and Permanent Injunction  
8 shall be construed and enforced as if such illegal, invalid, or unenforceable clause, provision,  
9 paragraph, or section had not been contained herein.

10          27.    Any notice or report provided by UBER to the Attorney General under this Final  
11 Judgment and Permanent Injunction shall be satisfied by sending notice to the Designated  
12 Contacts in Appendix B. Any notice or report provided by the Attorney General to UBER under  
13 this Final Judgment and Permanent Injunction shall be satisfied by sending notice to: Chief Legal  
14 Officer, Uber Technologies, Inc., 1455 Market Street, San Francisco, California 94103; with a  
15 copy to Rebecca S. Engrav, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle,  
16 Washington 98101. All such notices or reports shall be sent by United States mail, certified mail  
17 return receipt requested, or other nationally recognized courier service that provides for tracking  
18 services and identification of the person signing for the notice or document, and shall be deemed  
19 to be sent upon mailing. Notwithstanding the foregoing, if a sending party requests of the  
20 receiving party whether transmission by electronic mail is sufficient for a particular notice or  
21 report and the receiving party agrees, electronic mail may be used if an electronic return receipt is  
22 provided. An Attorney General may update its address by sending a complete, new updated

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1 version of Appendix B to UBER and to all other Attorneys General listed on Appendix B. UBER  
2 may update its address by sending written notice to all parties listed in Appendix B.  
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4

5  
6 Dated: 9/26, 2018

*Richard B. Ulmer (Ulmer)*  
Judge of the Superior Court  
RICHARD ULMER

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# **APPENDIX A**

# Appendix A.

STATE	CONSUMER PROTECTION ACTS and PERSONAL INFORMATION PROTECTION ACTS
Alabama	Alabama Deceptive Trade Practices Act, Ala. Code § 8-19-1, <i>et seq.</i> ; Alabama Data Breach Notification Act of 2018, Ala. Code § 8-38-1, <i>et seq.</i>
Alaska	The Alaska Unfair Trade Practices and Consumer Protection Act, AS 45.50.471 <i>et seq.</i> ; The Alaska Personal Information Protection Act, AS 45.48 <i>et seq.</i>
Arizona	Arizona Consumer Fraud Act, Ariz. Rev. Stat. § 44-1521 <i>et seq.</i> ; Arizona Data-Breach Notification Law, Ariz. Rev. Stat. § 18-545 (in effect 2016-2018; now codified, as revised, at Ariz. Rev. Stat. §§ 18-551 and 18-552)
Arkansas	Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101, <i>et seq.</i> ; Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101, <i>et seq.</i>
California	California Business & Professions Code, section 17200, <i>et seq.</i> ; California Civil Code, sections 1798.82 and 1798.81.5
Colorado	Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101, <i>et seq.</i>
Connecticut	Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a <i>et seq.</i> ; Breach of Security re Computerized Data Containing Personal Information, Conn. Gen. Stat. § 36a-701b; Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471
District of Columbia	D.C. Code §§ 28-3901, <i>et seq.</i> ; D.C. Code §§ 28-3851, <i>et seq.</i>
Delaware	Delaware Consumer Fraud Act, 6 Del. C. § 2511, <i>et seq.</i> ; Delaware Uniform Deceptive Trade Practices Act, 6 Del. C. § 2531, <i>et seq.</i> ; Delaware Computer Security Breaches Act, 6 Del. C. § 12B-100, <i>et seq.</i>



## Appendix A.

Florida	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes; Florida Information Protection Act, Section 501.171, Florida Statutes
Georgia	Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 408; Georgia Personal Identity Protection Act, O.C.G.A. §§ 10-1-910 through 912
Hawaii	Monopolies; Restraint of Trade, Haw. Rev. Stat. Chpt. 480; Security Breach of Personal Information, Haw. Rev. Stat. Chpt. 487N
Idaho	Idaho Consumer Protection Act, Idaho Code §§ 48-601 <i>et seq.</i> ; Idaho Identity Theft Act, Idaho Code §§ 28-51-101 <i>et seq.</i>
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1, <i>et seq.</i> ; Illinois Personal Information Protection Act, 815 ILCS 530/1, <i>et seq.</i>
Indiana	Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5 <i>et seq.</i> ; Disclosure of Security Breach Act, Ind. Code § 24-4.9 <i>et seq.</i>
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16; Personal Information Security Breach Protection, Iowa Code § 715C
Kansas	Kansas Consumer Protection Act K.S.A. 50-623 <i>et seq.</i> ; Wayne Owen Act K.S.A. 50-6,139b
Kentucky	Kentucky Consumer Protection Act, KRS 367.110-.300 and 367.990; KRS 365.732
Louisiana	Unfair Trade Practices and Consumer Protection Law LA RS 51:1401 <i>et seq.</i> ; Database Security Breach Notification Law LA RS 51:3071 <i>et seq.</i>
Maine	Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A through 214; Maine Notice of Risk to Personal Data Act, 10 M.R.S.A. §§ 1346 through 1350-B

## Appendix A.

Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law § 13-101, <i>et seq.</i> (2013 Repl. Vol and 2017 Supp.); Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501, <i>et seq.</i> (2013 Repl. Vol and 2017 Supp.)
Massachusetts	Massachusetts Consumer Protection Act (G.L. c. 93A); Massachusetts Data Security Law (G.L. c. 93H)
Michigan	Michigan Consumer Protection Act, MCL 445.901, <i>et seq.</i> ; Michigan Identity Theft Protection Act, MCL 445.61, <i>et seq.</i>
Minnesota	Minnesota Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43 <i>et seq.</i> Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68 <i>et seq.</i> Minnesota Data Breach Notification Statute, Minn. Stat. § 325E.61.
Mississippi	Mississippi Consumer Protection Act Miss. Code Ann. § 75-24-1 <i>et seq.</i> ; Notice of Breach of Security Miss. Code Ann. § 75-24-29
Missouri	Mo. Rev. Stat. § 407.010, <i>et seq.</i> ; Mo. Rev. Stat. § 407.1500
Montana	Montana Unfair Trade Practices and Consumer Protection Act, Mont. Code Ann. §§ 30-14-101 <i>et seq.</i> ; Montana Impediment of Identity Theft Act, Mont. Code Ann. §§ 30-14-1701 <i>et seq.</i>
Nebraska	Consumer Protection Act, Neb. Rev. Stat. § 59-1601 <i>et seq.</i> ; Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 <i>et seq.</i> ; Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801 <i>et seq.</i>
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903, <i>et seq.</i> ; Nevada Security of Personal Information Act; Nev. Rev. Stat. §§ 603A.010, <i>et seq.</i>
New Hampshire	NH RSA 358-A; NH RSA 359-C: 19-21

## Appendix A.

New Jersey	New Jersey Consumer Fraud Act, <u>N.J.S.A. 56:8-1 <i>et seq.</i></u> ; New Jersey Identity Theft Prevention Act, <u>N.J.S.A. 56:8-161 to -166</u>
New Mexico	The New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2009); The New Mexico Data Breach Notification Act, NMSA 1978, §§ 57-12C-1 to -12 (2017)
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, <i>et seq.</i> ; North Carolina Identity Theft Protection Act, N.C. Gen. Stat. §§ 75-60, <i>et seq.</i>
North Dakota	Unlawful Sales or Advertising Practices N.D.C.C. § 51-15-01 <i>et seq.</i> ; Notice of Security Breach for Personal Information N.D.C.C. § 51-30-01 <i>et seq.</i>
Ohio	Ohio Consumer Sales Practices Act, Ohio R.C. 1345.01 <i>et seq.</i> ; Ohio Data Breach Notification Act, R.C. 1349.19 <i>et seq.</i>
Oklahoma	Oklahoma Consumer Protection Act, 15 O.S. §§ 751 <i>et seq.</i> ; Security Breach Notification Act, 24 O.S. §§ 161 <i>et seq.</i>
Oregon	Unlawful Trade Practices Act, ORS 646.605 <i>et seq.</i> ; Oregon Consumer Identity Theft Protection Act, ORS 646A.600 <i>et seq.</i>
Pennsylvania	Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 – 201-9.3; Breach of Personal Information Notification Act, 73 P.S. § 2301, <i>et seq.</i>
Rhode Island	Rhode Island Gen. Laws § 6-13.1-1, <i>et seq.</i> ; Rhode Island Gen. Laws § 11-49.3-1, <i>et seq.</i>
South Carolina	South Carolina Unfair Trade Practices Act §§39-5-10 <i>et seq.</i> ; Section 39-1-90
South Dakota	SDCL 37-24; Data Breach Notification SDCL 22-40-19 through 22-40-26

## Appendix A.

Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -131; Tennessee Identity Theft Deterrence Act of 1999, §§ 47-18-2101 to -2111
Texas	Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41-17.63; Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 -152
Utah	Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, <i>et. seq.</i> ; Utah Protection of Personal Information Act, Utah Code §§ 13-44-101, <i>et. seq.</i>
Vermont	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451 <i>et seq.</i> ; Vermont Security Breach Notice Act, 9 V.S.A. § 2435
Virginia	Breach of Personal Information Notification, Virginia Code § 18.2-186.6
Washington	Consumer Protection Act, RCW 19.86.020; Notice of Security Breaches law, RCW 19.255.010
West Virginia	West Virginia Consumer Credit and Protection Act, W.Va. Code § 46A-1-101 <i>et seq.</i> ; Theft of Consumer Identity Protections, W.Va. Code § 46A-2A-101 <i>et seq.</i>
Wisconsin	Fraudulent Misrepresentations, Wis. Stat. § 100.18; Notice of unauthorized acquisition of personal information, Wis. Stat. § 134.98
Wyoming	Wyoming Consumer Protection Act, Wyo. Stat. Ann. §§ 40-12-101 through -114; Wyo. Stat. Ann. §§ 40-12-501 through -509

# **APPENDIX B**

## Appendix B.

STATE	ATTORNEYS GENERAL DESIGNATED CONTACTS
Alabama	<p>Michael G. Dean  Assistant Attorney General  Office of the Alabama Attorney General  501 Washington Avenue  Montgomery, Alabama 36130  mdean@ago.state.al.us  (334) 353-0415</p>
Alaska	<p>Cynthia A. Franklin  Assistant Attorney General  Office of the Alaska Attorney General  1031 W. 4<sup>th</sup> Ave, Suite 200  Anchorage, AK 99501  cynthia.franklin@alaska.gov  (907) 269-5208</p>
Arizona	<p>John C. Gray  Senior Litigation Counsel  Arizona Attorney General's Office  2005 N. Central Ave.  Phoenix, AZ 85004  john.gray@azag.gov  (602) 542-7753</p>
Arkansas	<p>Peggy Johnson  Assistant Attorney General  Office of the Arkansas Attorney General  323 Center St., Suite 200  Little Rock, AR 72201  Peggy.johnson@arkansasag.gov  (501) 682-8062</p>
California	<p>Lisa B. Kim  Deputy Attorney General  Office of the California Attorney General  300 S. Spring Street, Suite 1702  Los Angeles, CA 90013  Lisa.Kim@doj.ca.gov  (213) 269-6369</p>
Colorado	<p>Mark T. Bailey  Senior Assistant Attorney General  Colorado Attorney General's Office  1300 Broadway, 7<sup>th</sup> Floor  Denver, Colorado 80203  mark.bailey@coag.gov  (720) 508-6202</p>

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Connecticut	<p>Jeremy Pearlman  Assistant Attorney General  Office of the Connecticut Attorney General  110 Sherman Street  Hartford CT 06105  Jeremy.pearlman@ct.gov  (860) 808-5440</p>
District of Columbia	<p>Benjamin Wiseman  Director, Office of Consumer Protection  Office of the District of Columbia Attorney General  441 4th Street NW, Suite 600S  Washington, D.C. 20001  benjamin.wiseman@dc.gov  (202) 741-5226</p>
Delaware	<p>Christian Douglas Wright  Director of Consumer Protection  Delaware Department of Justice  820 N. French Street  Wilmington, DE 19801  christian.wright@state.de.us  (302) 577-8944</p>
Florida	<p>Edward Moffitt  Senior Financial Investigator  Multistate and Privacy Bureau  Florida Office of the Attorney General  135 W Central Boulevard  Orlando, FL 32801-2437  Edward.Moffitt@myfloridalegal.com  (407) 845-6388</p>
Georgia	<p>Melissa M. Devine  Assistant Attorney General  Office of the Georgia Attorney General  2 Martin Luther King, Jr. Drive, Suite 356  Atlanta, GA 30334  mdevine@law.ga.gov  (404) 656-3795</p>
Hawaii	<p>Lisa P. Tong  Enforcement Attorney  State of Hawaii Office of Consumer Protection  235 S. Beretania Street #801  Honolulu, HI 96813  ltong@dcca.hawaii.gov  (808) 586-2636</p>

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Idaho	Jane E. Hochberg Deputy Attorney General Idaho Office of Attorney General Consumer Protection Division 954 W. Jefferson Street, 2nd Floor Boise, ID 83720-0010 Jane.Hochberg@ag.idaho.gov (208) 332-3553
Illinois	Matthew W. Van Hise, CIPP/US Assistant Attorney General, Chief, Privacy Unit 500 South Second Street Springfield, IL 62701 mvanhise@atg.state.il.us (217) 782-9024
Indiana	Douglas Swetnam Section Chief, Data Privacy & Identity Theft Unit Office of the Indiana Attorney General 302 W. Washington St., IGCS – 5th Floor, Indianapolis, IN 46204 douglas.swetnam@atg.in.gov (317) 232-6294
Iowa	William R. Pearson Assistant Attorney General Office of the Attorney General of Iowa 1305 E. Walnut Street Des Moines, IA 50319 William.Pearson@ag.iowa.gov (515) 242-6773
Kansas	Sarah M. Dietz Assistant Attorney General Office of Kansas Attorney General 120 SW 10th Avenue, 2nd Floor Topeka, Kansas 66612 sarah.dietz@ag.ks.gov (785) 296-3751
Kentucky	Kevin R. Winstead Assistant Attorney General Kentucky Attorney General 1024 Capital Center Dr., #200 Frankfort, KY 40601 kevin.winstead@ky.gov (502) 696-5379



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Louisiana	<p>Alberto A. De Puy  Assistant Attorney General  Louisiana Department of Justice  1885 N. Third Street, 4<sup>th</sup> Floor  Baton Rouge, LA 70802  depuya@ag.louisiana.gov  (225) 326-6471</p>
Maine	<p>Brendan O'Neil  Assistant Attorney General  Office of the Maine Attorney General  6 State House Station  Augusta, ME 04333  brendan.oneil@maine.gov  (207) 626-8842</p>
Maryland	<p>Richard L. Trumka Jr.  Assistant Attorney General  Consumer Protection Division  Office of the Maryland Attorney General  200 St. Paul St.  Baltimore, MD 21202  rtrumka@oag.state.md.us  (410) 576-6957</p>
Massachusetts	<p>Sara Cable  Director, Data Privacy &amp; Security  Assistant Attorney General  Massachusetts Attorney General's Office  One Ashburton Place  Boston MA 02108  sara.cable@state.ma.us  (617) 963-2827</p>
Michigan	<p>Kathy Fitzgerald  Assistant Attorney General  Corporate Oversight Division  Michigan Department of Attorney General  525 W. Ottawa St. 6th Floor  Lansing, MI 48933  fitzgeraldk@michigan.gov  (517) 241-0026</p>
Minnesota	<p>Alex K. Baldwin  Assistant Attorney General  Minnesota Attorney General's Office  445 Minnesota Street  St. Paul, MN 55101  alex.baldwin@ag.state.mn.us</p>

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	(651) 757-1020
Mississippi	Crystal Utley Secoy Special Assistant Attorney General Mississippi Attorney General's Office PO Box 22947 Jackson, Mississippi 39225 cutle@ago.state.ms.us (601) 359-4213
Missouri	Michael Schwalbert Assistant Attorney General Missouri Attorney General's Office 815 Olive Street, Suite 200 Saint Louis, Missouri 63101 michael.schwalbert@ago.mo.gov (314) 340-7888
Montana	Mark W. Mattioli Chief, Office of Consumer Protection Montana Department of Justice 555 Fuller Avenue Helena, MT 59601 mmattioli@mt.gov (404) 444-5791
Nebraska	Dan Birdsall Assistant Attorney General Consumer Protection Division Nebraska Attorney General's Office 2115 State Capitol Lincoln, NE 68509 dan.birdsall@nebraska.gov (402) 471-3840
Nevada	Laura Tucker Senior Deputy Attorney General Office of the Nevada Attorney General 100 N. Carson Street Carson City, NV 89701 lmtucker@ag.nv.gov (775) 684-1244
New Hampshire	James T. Boffetti Associate Attorney General NH Department of Justice 33 Capitol Street Concord, NH 03301 james.boffetti@doj.nh.gov (603) 271-0302

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New Jersey	<p>Elliott M. Siebers  Deputy Attorney General  Office of the New Jersey Attorney General  124 Halsey Street, 5th Floor  P.O. Box 45029-5029  Newark, New Jersey 07101  elliott.siebers@law.njoag.gov  (973) 648-4460</p>
New Mexico	<p>Brian E. McMath  Assistant Attorney General  Office of the New Mexico Attorney General  201 3rd St. NW, Suite 300  Albuquerque NM, 87102  bmcmath@nmag.gov  (505) 717-3531</p>
New York	<p>Clark Russell  Deputy Bureau Chief  New York State Office of the Attorney General  28 Liberty Street  New York, NY 10005  clark.russell@ag.ny.gov  (212) 416.6494</p>
North Carolina	<p>Kim D'Arruda  Special Deputy Attorney General  North Carolina Department of Justice  114 West Edenton Street  Raleigh, NC 27603  kdarruda@ncdoj.gov  (919) 716-6000</p>
North Dakota	<p>Parrell D. Grossman  Director, Consumer Protection &amp; Antitrust Division  Office of Attorney General of North Dakota  1050 East Interstate Ave. Ste. 200  Bismarck, ND 58503-5574  pgrossman@nd.gov  (701) 328-5570</p>
Ohio	<p>Melissa Szozda Smith  Senior Assistant Attorney General  Office of the Ohio Attorney General  30 E. Broad Street, Floor 14  Columbus, OH 43215  melissa.s.smith@ohioattorneygeneral.gov</p>

## Appendix B.

	(614) 466.1305
Oklahoma	Julie A. Bays Chief, Consumer Protection Oklahoma Attorney General's Office 313 NE 21st Street Oklahoma City, OK 73105 julie.bays@oag.ok.gov (405) 522-3082
Oregon	Katherine A. Campbell Senior Assistant Attorney General Oregon Department of Justice 100 SW Market Street Portland, OR 97201-5702 katherine.campbell@doj.state.or.us (971) 673-1880
Pennsylvania	John M. Abel Senior Deputy Attorney General Office of the Pennsylvania Attorney General 15th Floor, Strawberry Square Harrisburg, PA 17120 jabel@attorneygeneral.gov (717) 783.1439
Rhode Island	Edmund F. Murray, Jr. Special Assistant Attorney General Rhode Island Department of Attorney General 150 South Main Street Providence, Rhode Island 02903 emurray@riag.ri.gov (401) 274-4400 ext. 2401
South Carolina	Chantelle Neese Assistant Attorney General South Carolina Attorney General's Office 1000 Assembly Street Columbia, SC 29201 cneese@scag.gov (803) 734-2346
South Dakota	Philip D. Carlson Assistant Attorney General South Dakota Attorney General 1302 E. Hwy. 14, Ste. 1 Pierre, SD 57501 Phil.Carlson@state.sd.us (605) 773-3215
Tennessee	Carolyn Smith

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	<p>Senior Assistant Attorney General  Tennessee Attorney General's Office  P.O.Box 20207  Nashville, TN 37202-0207  carolyn.smith@ag.tn.gov  (615) 532-2578</p>
Texas	<p>D. Esther Chavez  Senior Assistant Attorney General  Office of the Texas Attorney General  PO Box 12548, MC- 010  Austin, TX 78711-2548  esther.chavez@oag.texas.gov  (512) 475-4628</p>
Utah	<p>David N. Sonnenreich  Deputy Attorney General  Office of the Utah Attorney General  PO Box 140874  Salt Lake City, Utah 84114-0874  dsonnenreich@agutah.gov  (801) 366-0132</p>
Vermont	<p>Ryan Kriger  Assistant Attorney General  Office of the Vermont Attorney General  109 State St.  Montpelier, VT 05609  ryan.kriger@vermont.gov  (802) 828-3170</p>
Virginia	<p>Gene Fishel  Senior Assistant Attorney General  Office of the Virginia Attorney General  202 North 9th Street  Richmond, VA 23219  sfishel@oag.state.va.us  (804) 786-3870</p>
Washington	<p>Tiffany Lee  Assistant Attorney General  Office of the Washington Attorney General  800 5th Avenue, Suite 2000  Seattle, WA 98104  tiffanyc@atg.wa.gov  (206) 464-6098</p>
West Virginia	<p>Laurel K. Lackey  Assistant Attorney General  Office of the West Virginia Attorney General</p>

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	269 Aikens Center Martinsburg, WV 25404 laurel.k.lackey@wvago.gov (304) 267-0239
Wisconsin	Lara Sutherlin Assistant Attorney General Wisconsin Department of Justice 17 West Main Street, PO Box 7857 Madison, WI 53707-7857 sutherlinla@doj.state.wi.us (608) 267-7163
Wyoming	Benjamin M. Burningham Senior Assistant Attorney General Office of the Wyoming Attorney General 2320 Capitol Ave. Cheyenne, WY 82002 ben.burningham@wyo.gov (307) 777-7847