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16 *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  
23 Plaintiff,  
24 v.  
25 UBER TECHNOLOGIES, INC.

Case No. **CGC-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: *Rosalie H. Kempel*  
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.

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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  
to the Division’s enforcement authority. Utah Code §§ 13-2-1 and 6.

28 <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.



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

- i. UBER has taken reasonable steps to evaluate the data security measures and access controls provided by the service or platform as implemented by UBER;
- ii. UBER has determined that the data security measures and access controls are reasonable and appropriate in light of the sensitivity of the Personal Information that a plaintext credential appearing in code on the service or platform can access;
- iii. UBER has documented its determination in writing; and
- iv. UBER's Security Executive or her or his designee has approved the use of the service or platform.

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

- b. Maintain a password policy for all employees that includes strong password requirements.
- c. Develop, implement, and maintain a policy regarding the Encryption of Personal Information of Riders and Drivers in the following circumstances. First, the policy shall require the use of Encryption when such information is transmitted electronically over a network. Second, the policy shall require the use of Encryption for backups of databases containing such information when 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;

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- ii. the design and implementation of reasonable safeguards to control these risks;
  - iii. regular testing and monitoring of the effectiveness of these safeguards;
  - iv. the evaluation and adjustment of the Information Security Program in light of the results of the testing and monitoring; and
  - v. ongoing training of employees and temporary, contract, and contingent workers concerning the proper handling and protection of Personal Information of Riders and Drivers, the safeguarding of passwords and security credentials for the purpose of preventing unauthorized access to Personal Information, and disciplinary measures for violation of the Information Security Program, including up to termination for employees and permanent removal from UBER for temporary, contract, and contingent workers.
- d. UBER shall ensure that its Information Security Program receives the resources and support reasonably necessary to ensure that the Information Security Program functions as intended.
- e. UBER shall designate a Security Executive who shall be responsible for the Information Security Program.

14. Information Security Program Assessments

- a. Within one year of the Effective Date and biennially for ten (10) years thereafter, UBER shall obtain assessments of its Information Security Program.
- b. The assessments shall be performed by an independent third party that: (a) is a Certified Information Systems Security Professional (“CISSP”) or a Certified Information Systems Auditor (“CISA”), or a similarly qualified person or organization; and (b) has at least five (5) years of experience evaluating the effectiveness of computer systems or information system security.

- 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;

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- ii. clearly describe all individuals' roles in fulfilling responsibilities under the Plan, including back-up contacts and escalation pathways;
- iii. require regular testing and review of the Plan, and the evaluation and revision of the Plan in light of such testing and review; and
- iv. require that once UBER has determined that an incident is a Data Security Incident, (a) a duly licensed attorney shall decide whether notification is required under applicable law; (b) that determination shall be documented in writing and communicated to UBER's Security Executive and to a member of UBER's legal department with a supervisory role at least at the level of associate general counsel; (c) UBER shall maintain documentation sufficient to show the investigative and responsive actions taken in connection with the Data Security Incident and the determination as to whether notification is required; and (d) UBER 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 Data Security Incident re-occurring. UBER's Security Executive is responsible for overseeing, maintaining and implementing the Plan.

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

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16. Corporate Integrity Program

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

**Meet and Confer**

17. If the Attorney General reasonably believes that UBER has failed to comply with any of Paragraphs 12 through 16 of this Final Judgment and Permanent Injunction, and if in the Attorney General's sole discretion the failure to comply does not threaten the health or safety of citizens and does not create an emergency requiring immediate action, the Attorney General will notify UBER in writing of such failure to comply and UBER shall have thirty (30) days from receipt of such written notice to provide a good faith written response, including either a 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.

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

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</u> <i>et seq.</i> ; New Jersey Identity Theft Prevention Act, <u>N.J.S.A. 56:8-161</u> to -166
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

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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**

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