

**IN THE MATTER OF ADOBE  
SYSTEMS INC.**

\*  
\*  
\*  
\*  
\*

### **ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance<sup>1</sup> is entered into by the Attorneys General of Connecticut,<sup>2</sup> Arkansas, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Missouri, Minnesota, Mississippi, North Carolina, Ohio, Oregon, Pennsylvania and Vermont (hereinafter collectively referred to as the “Attorneys General”) and Adobe Systems Inc. (“Adobe” and together with the Attorneys General, the “Parties”) to resolve the Attorneys General’s investigation into the unauthorized access to certain Adobe servers, including servers containing personal information relating to approximately 534,000 residents of the States represented by the Attorneys General, identified in September 2013. In consideration of their mutual agreements to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **DEFINITIONS**

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

1. “Assurance” shall mean this Assurance of Voluntary Compliance.
2. “Breach of security” shall have the same meaning as that term, or equivalent terms, are defined in the breach notification laws cited in Attachment A.

---

<sup>1</sup> This Assurance of Voluntary Compliance shall, for all necessary purposes, also be considered an Assurance of Discontinuance.

<sup>2</sup> For ease of reference, this entire group will be referred to collectively herein as the “Attorneys General” or individually as “Attorney General.” Such designations, however, as they pertain to Connecticut, shall refer to the Connecticut Commissioner of Consumer Protection.

3. “Consumer Protection Statutes” shall mean the unfair and deceptive trade practices acts listed in Attachment B.

4. “Effective Date” shall be November 8, 2016.

5. “Personal Information” for purposes of this AVC, shall include: (i) the data elements in the definitions as set forth in the breach notification statutes listed in Attachment A; and (ii) the data elements in the definitions as set forth in the Consumer Protection and Personal Information Safeguards Statutes listed in Attachment B. In the absence of an applicable statutory definition, “Personal Information” shall mean an individual’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver’s license number; (c) state-issued identification card number; or (d) financial account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual’s financial account.

6. “Personal Information Safeguards Statutes” shall mean the personal information protection acts or regulations listed in Attachment B, as amended from time to time.

### **BACKGROUND**

7. On September 17, 2013, Adobe received an alert that one of its application server’s hard drive was nearing capacity. In responding to the alert, Adobe learned that an unauthorized attempt was being made to decrypt encrypted customer payment card numbers maintained on the subject application server. Adobe ended the decryption process, disconnected the subject application server from the network, and began an investigation.

8. Adobe’s subsequent investigation into the attack revealed that one or more unauthorized parties (the “attacker”) had compromised a public-facing web server and used this

web server to access other servers on Adobe's network. The attacker ultimately stole data from Adobe's network.

9. Specifically, as a result of the attack, the attacker was able to steal the following types of information relating to certain Adobe customers: (a) names; (b) addresses and telephone numbers; (c) usernames (Adobe IDs); (d) e-mail addresses; (e) encrypted passwords associated with Adobe IDs (a limited number of unencrypted passwords may have been stolen as well); (f) plain text password hints; and (g) encrypted payment card numbers and payment card expiration dates.

#### **ATTORNEYS GENERAL'S POSITION**

10. As set forth above, the attacker was able to gain access to Personal Information after gaining access to a public-facing Adobe server.

11. It is the Attorneys General's position that Adobe did not employ reasonable security measures to protect its systems and Personal Information on them from an attack that originated at the public-facing server. In the Attorneys General's view, the risk of unauthorized access through the public-facing server was reasonably foreseeable.

12. Further, as set forth above, the attacker was able to exfiltrate Personal Information from Adobe's server, without immediate detection by Adobe.

13. It is the Attorneys General's position that Adobe did not employ reasonable measures to promptly detect and respond to unauthorized activity within its system and may not have had reasonable measures in place to prevent the unauthorized exfiltration of Personal Information from its system.

14. It is also the Attorneys General's position that Adobe's conduct, as described above, was in contravention of Adobe's representations to consumers that it would take reasonable steps to protect Personal Information.

15. It is also the Attorneys General's position that Adobe's conduct, as described above, was in violation of the Consumer Protection Statutes and Personal Information Safeguards Statutes.

#### **ADOBE'S RESPONSE TO ATTORNEYS GENERAL'S POSITION**

16. Adobe denies the Attorneys General's assertions as set forth in paragraphs 11 through 15 above.

17. Adobe's investigation found no evidence that decrypted payment card numbers were ever exfiltrated from its systems.

18. Adobe has reported to the Attorneys General that it has taken various remedial steps in response to the breach, including, but not limited to:

- (a) enforcing two-factor authentication on affected servers;
- (b) removing encrypted customer passwords from the affected servers;
- (c) moving microsites to commercially available services that do not have access to Adobe's Corporate network and decommissioning the affected server that previously hosted the microsites;
- (d) setting up additional monitoring alerts;
- (e) implementing additional network sensors;
- (f) implementing certain network blocks for indicators of compromise;
- (g) resetting all administrative passwords in the affected environments;
- (h) implementing network access control lists to restrict access to certain servers;
- (i) increasing monitoring on servers containing and processing customer account information; and

(j) implementing tokenization for all payment card numbers processed using the Adobe.com merchant ID.

19. In addition, Adobe has reset all passwords for customers that had their Adobe IDs and passwords exfiltrated.

### ASSURANCES

20. Adobe shall comply with the Consumer Protection and Personal Information Safeguards Statutes listed on Attachment B in connection with its collection, maintenance and safeguarding of consumers' Personal Information, and maintain reasonable security policies and procedures designed to protect Personal Information.

21. Adobe shall not make any representations that have the capacity, tendency or effect of deceiving or misleading consumers in connection with the safeguarding of Personal Information.

22. Adobe shall: (a) timely notify residents of each Attorney General's state of any future breach of security involving the unauthorized access to or acquisition of Personal Information to the extent required by the breach notification laws listed in Attachment A; and (b) timely notify each Attorney General's Office of any future breach of security involving the unauthorized access to or acquisition of Personal Information to the extent required by the breach notification laws listed in Attachment A.

23. Adobe shall, at least twice annually, review its existing internal security policies and procedures regarding the safeguarding of Personal Information, and, where the review results in a determination by Adobe that it is necessary, promptly amend such policies and procedures to further protect the security of Personal Information.

24. Adobe shall provide to the Office of the Connecticut Attorney General an audit report prepared by an independent third party auditor during the four (4) month period

preceding the Effective Date regarding Adobe's security practices relating to Personal Information (the "Audit Report"). Adobe shall provide the Office of the Connecticut Attorney General with a copy of the Audit Report no later than thirty (30) days after its receipt of the Audit Report or thirty (30) days after the Effective Date, whichever is later, which the Connecticut Attorney General may share with the Attorneys General pursuant to paragraph 41. If the Audit Report identifies any deficiencies or contains any recommendation(s) for correction, Adobe shall include with the copy of the Audit Report a plan and time frame for corrective action, which time frame and plan shall take into account the severity of the deficiencies identified by or recommendations contained in the Audit Report and the severity of the deficiencies or recommendation as reasonably determined by Adobe in the context of its overall network and its ongoing business and network operations, and the scope of the resources required to address the issue. The identification of any deficiencies or recommendations for correction in the Audit Report shall not constitute a violation of this Assurance unless Adobe fails to take corrective action within a reasonable time frame established by Adobe pursuant to this paragraph.

25. Adobe shall properly and effectively segregate payment card information from access by public-facing servers.

26. Adobe shall employ tokenization for all Adobe.com merchant ID payment card numbers processed using the Adobe.com merchant ID.

27. Adobe shall perform ongoing risk assessments of its security practices.

28. Adobe shall perform ongoing penetration testing.

29. Adobe shall maintain a process that will create an alert if its exfiltration reporting sources are not operating normally.

30. Adobe shall, at least annually, train relevant employees regarding its security policies. The training required under this paragraph and any policies or materials created in connection therewith shall be regularly reviewed and updated in combination with the requirements of paragraphs 23 through 29.

31. Adobe shall provide the Attorneys General with a certification of its compliance with paragraphs 23 through 30 after the Effective Date of this Assurance. The certification shall describe the policies or practices implemented, or that remain in place, establishing Adobe's compliance with the requirements contained in paragraphs 23 through 30. The Audit Report that Adobe shall provide pursuant to paragraph 24 of this Assurance, as well as the conditions described in paragraph 24 pertaining to such Audit Report, may constitute the certification of compliance and the obligations of compliance for purposes of this paragraph if it describes Adobe's policies or practices that comply with the requirements contained in paragraphs 23 through 30.

#### **PAYMENT TO THE STATES**

32. Adobe shall pay a total of \$1,000,000.00 (One Million Dollars) to the Attorneys General. Said payment shall be divided and paid by Adobe directly to each of the Attorneys General in an amount to be designated by the Attorneys General and communicated to Adobe by the Connecticut Attorney General. Each of the Attorneys General agrees that the Connecticut Attorney General has the authority to designate such amount to be paid by Adobe to each Attorney General and to provide Adobe with instructions for the payments to be distributed under this paragraph. Payment shall be made no later than thirty (30) days after the Effective Date and receipt of such payment instructions by Adobe from the Connecticut Attorney General, except that where state law requires judicial or other approval of the

Assurance, payment shall be made no later than thirty (30) days after notice from the relevant Attorney General that such final approval for the Assurance has been secured.

33. Said payment shall be used by the Attorneys General for such purposes that may include, but are not limited to attorneys' fees and other costs of investigation, or to be placed in, or applied to, the consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the Attorneys General.

#### **RELEASE**

34. Following full payment of the amounts due under this Assurance, the Attorneys General shall fully and completely release and discharge Adobe from all civil claims that Attorneys General could have brought under the Consumer Protection and Personal Information Safeguards Statutes based on Adobe's conduct set forth in paragraphs 7 through 15. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that Adobe and its officers, agents, servants and employees acting on their behalf, have under this Assurance. Further, nothing in this Assurance shall be construed to create, waive or limit any private right of action.

35. 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 34 as to any entity or person, including the Respondents:

- (a) Any criminal liability that any person or entity, including Adobe, has or may have to the States.
- (b) Any civil or administrative liability that any person or entity, including Adobe, have or may have to the States under any statute, regulation or rule not expressly



covered by the release in paragraph 34 above, including but not limited to, any and all of the following claims: (i) State or federal antitrust violations; (ii) State or federal securities violations; (iii) State insurance law violations; or (iv) State or federal tax claims.

#### **POTENTIAL CONSEQUENCES OF NONCOMPLIANCE**

36. Adobe represents that it has fully read and understood this Assurance and understands the legal consequences involved in signing this Assurance. Adobe expressly understands that any violation of this Assurance may result in any signatory Attorney General seeking all available relief to enforce this Assurance, including an injunction, civil penalties, court and investigative costs, attorneys' fees, restitution, and any other mechanism provided by the laws of the state or authorized by a court.

#### **GENERAL PROVISIONS**

37. Any failure of the Attorneys General to exercise any of their rights under this Assurance shall not constitute a waiver of their rights hereunder.

38. Mike Dillon, as General Counsel of Adobe, hereby states that he is authorized to enter into and execute this Assurance of Voluntary Compliance. Adobe is and has been represented by legal counsel and has been advised by its legal counsel of the meaning and effect of this Assurance.

39. This Assurance shall bind Adobe hereto and its agents, employees, successors, and assigns.

40. Adobe 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.

41. Adobe asserts that the Audit Report contains confidential commercial information, confidential financial information and/or trade secrets, and the Attorneys General who receive the Audit Report, whether from Adobe or another Attorney General, shall therefore, to the extent permitted under the laws of the States, treat the Audit Report as confidential and as exempt from disclosure under the relevant public records laws.

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

43. To the extent this Assurance is filed in any Court, Adobe waives notice and service of process for the filing, and 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.

44. To the extent this Assurance must be approved by any Court, Adobe does not object to the Attorney General's ex parte submission and presentation of this Assurance to the Court, does not object to the Court's approval of this Assurance, and does not object to the entry of this Assurance by the clerk of the Court if entry is required.

45. Adobe agrees to execute and deliver all authorizations, documents and instruments which are necessary to carry out the terms and conditions of this Assurance.

46. Nothing in this Assurance shall be construed as relieving Adobe of its obligation to comply with all state and federal laws, regulations or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

47. This Assurance does not constitute an approval by the Attorneys General of any of Adobe's past, present or future business acts and practices.

48. This Assurance sets forth all of the promises, covenants, agreements, conditions and understandings between the Parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, except for those relating to the confidentiality of documents and information provided by Adobe to the Attorneys General in connection with their investigation of this matter. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as expressly stated herein.

49. If any portion of this Assurance is held invalid by operation of law, the remaining terms of this Assurance shall not be affected and shall remain in full force and effect.

50. Nothing in this Assurance shall be construed to waive, limit, or expand any claim of sovereign immunity the Attorneys General may have in any action or proceeding.

51. This Assurance may be enforced only by the Parties hereto. Nothing in this Assurance shall provide any rights or permit any person or entity not a party hereto to enforce any provision of this Assurance. No person, entity or official not a signatory hereto is a third-party beneficiary of this Assurance. Nothing in this Assurance shall be construed to affect, limit, alter or assist any private right of action that a consumer may hold against Adobe, nor shall

anything in this Assurance confer upon any consumer standing to pursue any private right of action against Adobe.

52. The obligations and provisions of this Assurance set forth in paragraphs 23, 25, 26 and 30 shall expire at the conclusion of the five (5) year period after the Effective Date of this Assurance, unless they have expired at an earlier date pursuant to their specific terms. Provided, however, that nothing in this paragraph should be construed or applied to excuse Adobe from its obligation to comply with all applicable state and federal laws, regulations, and rules.

53. This Assurance may be executed in counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts may be delivered by facsimile or electronic transmission or a copy thereof with the intent that it or they shall constitute an original counterpart hereof.

WHEREFORE, the following signatures are affixed hereto:

ADOBE SYSTEMS, INC.

MIKE DILLON  
General Counsel

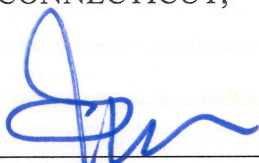
By:  \_\_\_\_\_

Mike Dillon  
General Counsel  
Adobe Systems, Inc.  
345 Park Ave  
San Jose, CA 95110  
(408) 536-6934

Date: 10-25-16

STATE OF CONNECTICUT,

By:

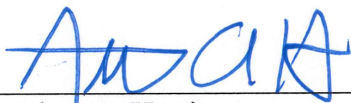
  
\_\_\_\_\_  
George Jepsen  
Attorney General

Date:

11/2/16

STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECITON

By:

  
\_\_\_\_\_  
Jonathan A. Harris  
Commissioner of Consumer Protection

Date:

11/3/16

**IN THE MATTER OF ADOBE  
SYSTEMS INC.  
Assurance of Voluntary Compliance**

**LESLIE RUTLEDGE  
Attorney General**

By:   
Peggy J. Johnson - Ark. Bar No. 92223  
Assistant Attorney General  
Office of the Arkansas Attorney General  
323 Center Street, Suite 500  
Little Rock, Arkansas 72201  
Phone: (501) 682-8062  
Email: [peggy.johnson@arkansasag.gov](mailto:peggy.johnson@arkansasag.gov)

Date: 11-7-16

**PEOPLE OF THE STATE OF ILLINOIS**

**By: LISA MADIGAN  
ATTORNEY GENERAL OF ILLINOIS**

By: Matthew W. Van Hise  
Matthew W. Van Hise, CIPP/US  
Assistant Attorney General  
Consumer Privacy Counsel  
Consumer Fraud Bureau

Date: 11/7/16

By: Yongsu A. Kim  
Yongsu A. Kim  
Assistant Attorney General  
Consumer Fraud Bureau

By: Elizabeth A. Blackston  
Elizabeth A. Blackston  
Assistant Attorney General  
Bureau Chief  
Consumer Fraud Bureau, Southern Region

LISA MADIGAN  
Illinois Attorney General

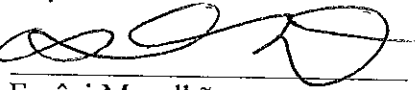
MATTHEW W. VAN HISE  
YANGSU A. KIM  
ELIZABETH A. BLACKSTON  
Assistant Attorneys General  
Consumer Fraud Bureau  
500 South Second Street  
Springfield, Illinois 62706



STATE OF INDIANA

GREGORY ZOELLER  
Attorney General

By:



Ernâni Magalhães  
Deputy Attorney General  
302 West Washington Street  
Indianapolis, IN 46204

Date:

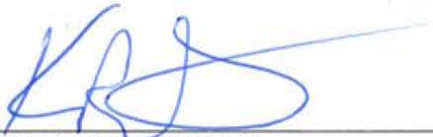
11 / 7 / 2016

IN THE MATTER OF ADOBE SYSTEMS INC.

ASSURANCE OF VOLUNTARY COMPLIANCE

ANDY BESHEAR  
KENTUCKY ATTORNEY GENERAL

By: \_\_\_\_\_

  
KEVIN R. WINSTEAD  
Assistant Attorney General  
Office of the Kentucky Attorney General  
Office of Consumer Protection  
1024 Capital Center Drive, # 200  
Frankfort, Kentucky 40601  
Phone: (502) 696-5300  
Fax: (502) 573-8317  
kevin.winstead@ky.gov

Date: \_\_\_\_\_

11-7-16

STATE OF MASSACHUSETTS

MAURA HEALEY  
Attorney General

By:  \_\_\_\_\_

Sara Cable  
Director of Data Privacy & Security  
Assistant Attorney General  
Consumer Protection Division  
One Ashburton Place  
Boston, MA 02108  
(617) 727-2200

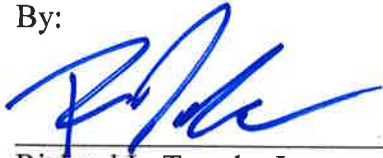
Date: \_\_\_\_\_

*November 7, 2016*

Agreed to this 8<sup>th</sup> day of November, 2016, by:

BRIAN E. FROSH  
Attorney General of Maryland

By:



---

Richard L. Trumka Jr.  
Assistant Attorney General  
Maryland Office of the Attorney General  
200 St. Paul Place Baltimore, MD 21202  
T: (410) 576-6957 F: (410) 576-6566  
rtrumka@oag.state.md.us

STATE OF MINNESOTA

LORI SWANSON  
Attorney General

By:  \_\_\_\_\_

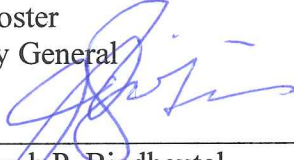
David Cullen  
Assistant Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, MN 55101-2130  
(651) 757-1221

Date: Nov. 7, 2016

STATE OF MISSOURI

Chris Koster  
Attorney General

By: \_\_\_\_\_

  
Joseph P. Bindbeutel  
Chief Counsel, Consumer Protection  
P.O. Box 899  
Jefferson City, Missouri 65109  
573.751.7007  
Joseph.Bindbeutel@ago.mo.gov


Date: \_\_\_\_\_

11-7-16

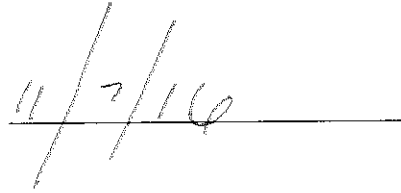
STATE OF MISSISSIPPI

JIM HOOD  
Attorney General

By:

  
Crystal Utley Secoy  
Special Assistant Attorney General  
Consumer Protection Division  
Office of the Attorney General  
Post Office Box 22947  
Jackson, Mississippi 39225  
601-359-4213

Date:



NORTH CAROLINA

Roy Cooper  
ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read "Kimberley A. D'Arruda", written over a horizontal line.

Kimberley A. D'Arruda  
Special Deputy Attorney General  
North Carolina Dept. of Justice  
Consumer Protection Division  
114 West Edenton Street  
Raleigh, NC 27603

Dated: November 8, 2016



STATE OF OHIO

MIKE DeWINE  
Attorney General

By: ms Smith  
Melissa Smith  
Senior Assistant Attorney General  
30 E. Broad Street, Floor 14  
Columbus, OH 43215  
(614) 466-6112

Date: 11.8.16


By: ms ziegler  
Michael Ziegler  
Principal Assistant Attorney General  
30 E. Broad Street, Floor 14  
Columbus, OH 43215  
(614) 466-1305

Date: 11.8.16

1 In the matter of  
2 ADOBE SYSTEMS INC.

3  
4 Dated: November 7, 2016.

5  
6 ELLEN F. ROSENBLUM  
7 Attorney General of Oregon

8  
9   
10 Eva Novick, OSB #044294  
11 Assistant Attorney General  
12 Oregon Department of Justice  
13 100 Market Street  
14 Portland, OR 97201  
15 Phone: (971) 673-1880  
16 Fax: (971) 673-1884  
17 [eva.h.novick@doj.state.or.us](mailto:eva.h.novick@doj.state.or.us)  
18 Appearance in Oregon only

19  
20  
21  
22  
23  
24  
25  
26  
**APPROVAL BY COURT**

APPROVED FOR FILING this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Circuit Court Judge

DM7725029

ASSURANCE OF VOLUNTARY COMPLIANCE

**For the Petitioner:**

COMMONWEALTH OF PENNSYLVANIA  
BRUCE R. BEEMER  
ATTORNEY GENERAL

Date: 11/08/16

By: Nicole DiTomo

Nicole R. DiTomo  
Deputy Attorney General  
PA Attorney I.D. No. 315325  
Bureau of Consumer Protection  
15<sup>th</sup> Floor, Strawberry Square  
Harrisburg, Pennsylvania 17120  
Telephone: (717) 705-6559  
Facsimile: (717) 705-3795  
Email: [nditomo@attorneygeneral.gov](mailto:nditomo@attorneygeneral.gov)

**IN THE MATTER OF ADOBE SYSTEMS INC.**  
**ASSURANCE OF VOLUNTARY COMPLIANCE**

STATE OF VERMONT

WILLIAM H. SORRELL  
ATTORNEY GENERAL

By: 

Ryan Kriger  
Assistant Attorney General  
109 State St.  
Montpelier, Vermont, 05609  
(802) 828-3170

Date: 11/7/2016

## ATTACHMENT A

| State          | Breach Notification Statute  |
|----------------|--|
| Connecticut    | Breach of Security re Computerized Data Containing Personal Information, Conn. Gen. Stat. § 36a-701b               |
| Arkansas       | Arkansas Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101 through 4-110-108                        |
| Illinois       | Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530/1 <i>et seq.</i>                            |
| Indiana        | Disclosure of Security Breach Act, Indiana Code article 24-4.9   |
| Kentucky       | Kentucky Revised Statute § 365.732.  |
| Maryland       | Maryland Personal Information Protection Act, Md. Code Ann., Com. Law §§ 14-3501 through 14-3508 (2013 Repl. Vol.) |
| Massachusetts  | Mass. Gen. Laws Ch. 93H  |
| Minnesota      | Minnesota Data Breach Notification Statute, Minn. Stat. § 325.E.61.  |
| Mississippi    | Miss. Code Ann. § 75-24-29   |
| Missouri       | Section 407.1500, RSMo.  |
| North Carolina | North Carolina Identity Theft Protection Act, Protection from security breaches, N.C. Gen. Stat. § 75-65           |
| Ohio           | Private disclosure of security breach of computerized personal information data, Ohio R.C. 1349.19 <i>et seq.</i>  |
| Oregon         | Oregon Consumer Identity Theft Protection Act, ORS 646A.600, <i>et seq.</i>  |

| <b>State</b> | <b>Breach Notification Statute</b>   |
|--------------|--|
| Pennsylvania | Pennsylvania's Breach of Personal Information Notification Act, 73 P.S. § 2301, <i>et seq.</i> |
| Vermont      | Vermont Security Breach Notice Act, 9 V.S.A. §§ 2430-2435                                      |

## ATTACHMENT B

| State         | Consumer Protection Statute; Personal Information Safeguards  |
|---------------|---|
| Connecticut   | Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, <i>et seq.</i> ; Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471   |
| Arkansas      | Arkansas Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101 through 4-110-108; Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§4-88-101 through 4-88-115 (2011 Repl. Vol.)             |
| Illinois      | Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill. Comp. State. 5050/1 <i>et seq.</i>   |
| Indiana       | Deceptive Consumer Sales Act, Indiana Code chapter 24-5-0.5; Disclosure of Security Breach Act, Indiana Code section 24-4.9-3-3.5   |
| Kentucky      | Kentucky Consumer Protection Act, Kentucky Revised Statute § 367.170.   |
| Maryland      | Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol.); Maryland Personal Information Act, Md. Code Ann., Com. Law §§ 14-3501 through 14-3508 (2013 Repl. Vol.) |
| Massachusetts | Mass. Gen. Laws chapters 93A, 93H and 93I; Title 201 of the Code of Massachusetts Regulations, Section 17.00 <i>et seq.</i> ;   |
| Minnesota     | Minnesota Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-.48; and Minnesota Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68-.69 and .70   |
| Mississippi   | Miss. Code Section 75-24-1 <i>et seq.</i>   |
| Missouri      | Section 407.1500.1, RSMO.   |

| State          | <b>Consumer Protection Statute; Personal Information Safeguards</b>   |
|----------------|---|
| North Carolina | North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, <i>et seq.</i>  |
| Ohio           | Ohio's Consumer Sales Practices Act, Ohio R.C. 1345.01 <i>et seq.</i>   |
| Oregon         | Oregon Unlawful Trade Practices Act, ORS 646.605 <i>et seq.</i> , and Oregon Consumer Identity Theft Protection Act, ORS 646A.600, <i>et seq.</i>   |
| Pennsylvania   | Pennsylvania's Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, <i>et seq.</i> ; Pennsylvania's Breach of Personal Information Notification Act, 73 P.S. § 2301, <i>et seq.</i> |
| Vermont        | Vermont Consumer Protection Act, 9 V.S.A. §§ 2451-2461  |