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August 1, 2018

WRITER'S DIRECT NUMBER:

(614) 365-4103 carpenter@carpenterlipps.com

CONSUMER PROTECTION DIVISION RECEIVED

AUG 0 2 2018

OFFICE OF ATTORNEY GENERAL

To: Attorneys General

Nationwide Mutual Insurance Company and Allied Property and Casualty Insurance Company ("Nationwide/Allied") are pleased to provide to the Attorneys General, as defined in the Assurance of Voluntary Compliance ("Assurance") dated as of August 9, 2017, the enclosed Compliance Certification pursuant to Paragraph 25 of the Assurance.

Consistent with the requirements of Paragraph 27 of the Assurance, this Compliance Certification is to be maintained by the Attorneys General as exempt from disclosure under the relevant public records laws to the fullest extent they are able to do so.

If you have any questions with respect to the Compliance Certification, please contact me at (614) 365-4103 or via email at carpenter@carpenterlipps.com.

Respectfully,

N--PH (Michael H. Carpenter

Enclosure

cc: Kirk Herath VP, Chief Privacy Officer, Associate General Counsel



COMPLIANCE CERTIFICATION

Pursuant to Paragraph 25 of the Assurance of Voluntary Compliance ("Assurance") dated as of August 9, 2017 between Nationwide Mutual Insurance Company and Allied Property and Casualty Insurance Company ("Nationwide/Allied") and each of the Attorneys General (as defined in the Assurance), Nationwide/Allied states as follows:

- Nationwide/Allied, since prior to August 9, 2017, has maintained an online disclosure via its privacy policy (<u>https://www.nationwide.com/personal/privacysecurity/pages/privacy</u>) stating that personal information collected from individuals is retained while the individual's account is active or to provide services, and as required or permitted by law.
- 2. Nationwide/Allied has appointed David Daniel, an elected information technology officer, to be responsible for maintaining the process by which Nationwide/Allied's security policies, as to software and application security updates and security patch management, are regularly reviewed and by which revisions are made (the "Patch Policy Supervisor").
- 3. Such Nationwide policies, since prior to August 9, 2017, have addressed the application of security updates or security patches to covered systems in a reasonable fashion and time frame, taking into account the currency of the software to which the update or patch relates, the sensitivity and nature of the data



that the software stores, processes or transmits, the severity of the vulnerability for which the update or patch has been released to address, the severity of the issue as reasonably determined by Nationwide/Allied in the context of its overall network, any compensating controls and its ongoing business and network operations, and the scope of the resources required to address the issue.

- 4. Nationwide/Allied has appointed Dudley Irvin, an elected information technology officer, to be responsible for (a) monitoring and managing software and application security updates and security patch management; (b) supervising, evaluating, and coordinating the maintenance, management, and application of all security patches and software and application security updates, including monitoring for notifications of patches identified by applicable software providers; and (c) supervising, evaluating and coordinating the system management tool(s) identified in Assurance paragraphs 22(d) and (e) (the "Patch Supervisor").
- 5. Nationwide/Allied has under the direction and/or coordination of the Patch Supervisor maintained, and, on at least a semi-annual basis (including a number of times since August 9, 2017), updated, an inventory of all covered systems utilized, using Qualys and Nationwide/Allied's Analytics Reporting Cybersecurity System ("ARCS"). The inventory includes: (a) name; (b) version; and (c) a list of any software and application security updates and security patches applied or installed during the preceding period.

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- 6. Nationwide/Allied has since prior to August 9, 2017 used the inventory described in the prior paragraph in its regular operations to assist in reviewing whether new security updates or security patches are available for any covered system. For each new security update and security patch under consideration, Nationwide/Allied has assigned a priority level (a "Risk Score") and scheduled action(s) with respect to the covered systems in ARCS, taking into consideration risk levels identified by software and application providers, and has addressed security updates and security patches, consistent with the policies set forth in Assurance paragraph 17.
- 7. Nationwide/Allied has since prior to August 9, 2017 regularly reviewed and updated its Incident Management Policy and Procedures by which it commences and manages its response and review of information security incidents, and reports to a security manager, in relation to the circumstances of the incident.
- 8. Nationwide/Allied has since prior to August 9, 2017 deployed and maintained Qualys, a system management tool, to provide a service, the purpose of which is to:
 - (a) provide Nationwide/Allied with near real-time updates regarding known CVEs for any vendor-purchased software applications in use within its covered systems;



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

- (c) scan covered systems for CVEs.
- 9. Nationwide/Allied has since prior to August 9, 2017:
 - (a) implemented processes and procedures for Nationwide/Allied's covered systems that provide for notification of CVEs to the teams responsible for currency and patch management of the technology impacted using ARCS;
 - (b) implemented processes and procedures for Nationwide/Allied's covered systems to evaluate the relative severity of identified CVEs in the context of the technology and network area impacted and, based on Nationwide/Allied's evaluation, prioritize any mitigation actions in response;
 - (c) documented in writing the risk severity attached to each CVE evaluated under subparagraph (b) and mitigation or exception actions taken in response;
 - (d) purchased and installed, as to Nationwide/Allied's covered systems, an automated CVE feed from a solution provider, to Nationwide/Allied's intrusion detection system/ intrusion protection system; and
 - (e) purchased and installed, as to Nationwide/Allied's covered systems, an automated CVE feed from a solution provider to Nationwide/Allied's security information and event management technology.



- 10. Nationwide/Allied has since prior to August 9, 2017 performed an internal patch management assessment of its covered systems at least semi-annually (including a number of times since August 9, 2017). These assessments have identified known CVEs rated by Nationwide/Allied as critical, high, and medium risk and confirmed appropriate patches have been applied or that any exceptions were noted. These assessments and any exceptions have been formally identified, documented and reviewed by the Patch Supervisor.
- 11. Nationwide/Allied during the year since August 9, 2017 hired an outside, independent provider, Ernst & Young, to perform a patch management audit of Nationwide/Allied's covered systems, which audit identified known CVEs rated as critical, high, and medium risk and confirmed that appropriate patches were applied or that any exceptions were formally documented.

On behalf of Nationwide/Allied, pursuant to Paragraph 25 of the Assurance, I hereby certify, to the best of my knowledge and belief, to Nationwide/Allied's compliance with the "Requirements" section of the Assurance to date, as set forth above.

hU

James R. (Jim) Korcykoski SVP, Chief Technology & Information Security Officer

Date: July 31, 2018

JANET T. MILLS ATTORNEY GENERAL



TEL: (207) 626-8800 TTY USERS CALL MAINE RELAY 711 STATE OF MAINE OFFICE OF THE ATTORNEY GENERAL 6 STATE HOUSE STATION AUGUSTA, MAINE 04333-0006 REGIONAL OFFICES 84 HARLOW ST. 2ND FLOOR BANGOR, MAINE 04401 TEL: (207) 941-3070 FAX: (207) 941-3075

415 CONGRESS ST., STE. 301 Portland, Maine 04101 Tel: (207) 822-0260 Fax: (207) 822-0259

14 Access Highway, Ste. 1 Caribou, Maine 04736 Tel: (207) 496-3792 Fax: (207) 496-3291

August 9, 2017

Michele Lumbert, Clerk Kennebec County Superior Court 95 State Street Augusta, ME 04330

Re: Nationwide Mutual Insurance Company, et al., Assurance of Discontinuance

Dear Michele:

Enclosed for filing in the above-referenced matter please find an Assurance of Discontinuance filed in accordance with 5 M.R.S. § 210, along with a Complaint Summary Sheet. No further proceedings are required unless the Attorney General seeks to re-open the matter in the event of a violation of the Assurance.

Thank you for your assistance in this matter and please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Unistina Mayler

CHRISTINA M. MOYLAN Assistant Attorney General 207/626-8838 christina.moylan@maine.gov

CMM/s Enclosures cc: Dan Gibb, Esq.

| VII. (a) PLAINTIFFS (Name & Address including county) | |
|--|--|
| or 🔲 Third-Party, 🗖 Counterclaim or Cross-Claim Plaintiffs | |
| The plaintiff is a prisoner in a local, state or federal facility. | |
| State of Maine, | |
| Attorney General Janet T. Mills | |
| - | |
| | |
| | |
| | |
| | |
| (b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) | If all counsel listed do NOT represent all plaintiffs, |
| | specify who the listed attorney(s) represent. |
| Christina Moylan, ME Bar No. 7095 | |
| Assistant Attorney General | |
| Office of the Attorney General | |
| 6 State House Station | |
| Augusta, Maine 04333-0006 / 207-626-8838 | |
| | |
| VIII. (a) DEFENDANTS (Name & Address including county) | |
| and/or Third-Party, Counterclaim or Cross-Claim Defendant | ts |
| The defendant is a prisoner in a local, state or federal facility. | |
| | |
| Nationwide Mutual Insurance Company | |
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| | |
| 1. I I I I I I I I I I I I I I I I I I I | |
| (b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) | If all counsel listed do NOT represent all defendants, |
| (If known) | specify who the listed attorney(s) represents. |
| | |
| Daniel C. Gibb, Esq. Dentons US LLP | |
| 1900 K Street, NW | |
| Washington, DC 20006 / 202-496-7500 | |
| | |
| | |
| IX. (a) PARTIES OF INTEREST (Name & Address including count | w) |
| IA. (a) I | 3) |
| | |
| | |
| | |
| | |
| (b) Attorneys (Name, Bar number, Firm name, Address, Telephone Number) | If all counsel listed do NOT represent all parties, |
| (If known) | specify who the listed attorney(s) represents. |
| | |
| | |
| | |
| | |
| X. RELATED CASE(S) IF ANY | |
| Assigned Judge/Justice | Docket Number |
| | |
| Date: 8-9-17 | Christina M. Moylan, Assistant Attorney General |
| | Name of Plaintiff or Lead Attorney of Record |
| | Unistica m. maler |
| | |

Signature of Plaintiff or Attorney 0

CV-001, Rev. 07/15

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Page 2 of 3

In Re:

NATIONWIDE MUTUAL INSURANCE COMPANY

and

ALLIED PROPERTY & CASUALTY INSURANCE COMPANY

ASSURANCE OF VOLUNTARY COMPLIANCE

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

PARTIES

1. The Attorneys General have defined jurisdiction under the laws, or assert jurisdiction under the common law, of their respective States for the enforcement of state laws and regulations, which may include state Consumer Protection Acts and state Personal Information Protection Acts.

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

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

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

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

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

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

THE ATTORNEYS GENERAL'S ALLEGATIONS

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

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

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

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

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

(c) scan covered systems for CVEs.

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

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

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

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

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

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

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

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

PAYMENT TO THE ATTORNEYS GENERAL

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

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

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

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

35. To the extent this Assurance is filed in any court, such court retains jurisdiction over this Assurance and the parties hereto for the purpose of enforcing and modifying this Assurance and for the purpose of granting such additional relief as may be necessary and appropriate. No modification of the terms of this Assurance shall be valid or binding unless made in writing, signed by the parties, and approved by any court in which the Assurance is (a) Any criminal liability that any person or entity, including Nationwide/Allied, have or may have to the Attorneys General.

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

- (i) State or federal antitrust violations;
- (ii) State or federal securities violations; or
- (iii) State or federal tax claims.

GENERAL PROVISIONS

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

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

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

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

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

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

the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules.

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

48. The parties understand and agree that this Assurance shall not be construed as an approval or a sanction by Attorneys General of the business practices of Nationwide/Allied, and Nationwide/Allied shall not represent that this Assurance constitutes an approval or sanction of its business practices. The parties further understand and agree that any failure by any Attorney General to take any action in response to any information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

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

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

55. To the extent there are any, Nationwide/Allied agrees to pay all court costs associated with the filing (if legally required) of this Assurance. No court costs, if any, shall be taxed against the Attorneys General.

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NATIONWIDE MUTUAL INSURANCE COMPANY

and

ALLIED PROPERTY AND CASUALTY INSURANCE COMPANY

By:

hu. H.

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

Date: 8-3-17

APPENDIX: SECTION B

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

| | Advocate Division, UBS Tower, 315 Deaderick Street, Nashville, TN 37243, (615) 741-1671, Jeff hill@ag.tn.gov |
|------------|---|
| Texas | D. Esther Chavez, Senior Assistant Attorney General, Office of the Attorney General, Consumer Protection Division, P.O. Box 12548, Austin, Texas 78711, 512-475-4628. Esther Chavez@oag texas.gov |
| Vermont | Ryan Kriger, Assistant Attorney General, 109 State St., Montpelier, VT 05609, 802-828-3170, ryan kriger@vermont.gov |
| Washington | Andrea M. Alegrett, Assistant Attorney General, 800 Fifth Avenue, Suite 2000, Seattle, WA 98104, 206-389- 3813, andreaal@atg.wa gov |

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