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Superior Court of California  
County of Los Angeles

SEP 05 2017

Sherri R. Carter, Executive Officer/Clerk  
By Elvia T. Espinoza, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,  
  
Plaintiff,  
  
v.  
  
LENOVO (UNITED STATES) INC.,  
  
Defendant.

Case No. **BC 674647**

~~PROPOSED~~ FINAL JUDGMENT AND  
PERMANENT INJUNCTION

Plaintiff, the People of the State of California (“the People” or “Plaintiff”), through its attorney, Xavier Becerra, Attorney General of the State of California, by Deputy Attorney General Lisa B. Kim, and Defendant Lenovo (United States) Inc. (“Lenovo,” as defined in Part I of this Final Judgment and Permanent Injunction), appearing through its attorneys, Perkins Coie LLP, having stipulated to the entry of this Final Judgment and Permanent Injunction (“Judgment”) by the Court without the taking of proof and without trial or adjudication of any fact or law, without this Judgment constituting evidence of or an admission by Lenovo regarding any issue of law or fact alleged in the Complaint on file, and without Lenovo admitting any

1 liability; with all parties having waived their right to appeal, and the Court having considered the  
2 matter and good cause appearing:

3 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

4 1. The Court has jurisdiction over the allegations and subject matter of the People's  
5 Complaint filed in this action, and, solely for the purposes of this matter, the parties to this action.  
6 Venue is proper in this county, and this Court has jurisdiction to enter this Stipulated Judgment.  
7 This Judgment is entered pursuant to and subject to California Business and Professions Code  
8 section 17200 *et seq.*

9 **I. DEFINITIONS**

10 2. The following definitions shall apply to this Judgment:

11 A. "Affirmative Express Consent" means that:

12 i. Prior to the initial operation of any Covered Software, it shall be Clearly  
13 and Conspicuously disclosed, separate and apart from any "end user license agreement,"  
14 "privacy policy," "terms of use" page or similar document, the following:

15 1) For any Covered Software that displays advertising,

16 a. The fact that the Covered Software will display advertisements,  
17 including any pop-up advertisements; and

18 b. The frequency and circumstances under which such  
19 advertisements are displayed to the consumer; and

20 2) For any Covered Software that transmits, or causes to be transmitted,  
21 Covered Information to a person or entity other than the consumer,

22 a. The fact that the software will transmit, or cause to be transmitted,  
23 the Covered Information to a person or entity other than the consumer;

24 b. The types of Covered Information that will be transmitted to a  
25 person or entity other than the consumer;

26 c. The types of Covered Information that the receiving person or  
27 entity will share with third parties, which does not include an entity with a common corporate  
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1 ownership and branding of Defendant or the Software Provider, a Third Party Service Provider,  
2 or any person or entity otherwise excluded by the Proviso in Paragraphs 6-7 of this Judgment;

3 d. The identity or specific categories of such third parties; and

4 e. The purposes for sharing such Covered Information.

5 ii. At the time this disclosure is made, a Clear and Conspicuous mechanism  
6 shall be provided for a consumer to indicate assent to the operation of the Covered Software by  
7 taking affirmative action authorizing its operation.

8 **B.** “Application Software” means any computer program designed for and used by  
9 consumers (e.g., database programs, word processing programs, games, Internet browsers or  
10 browser add-ons) that Lenovo preinstalls or causes to be preinstalled onto a Covered Product.  
11 Application Software does not include device drivers; system software designed to configure,  
12 optimize or maintain a computer; operating systems; software bundled, integrated or included  
13 with operating systems; or software otherwise provided to Lenovo for preinstallation on a  
14 Covered Product by an operating system provider.

15 **C.** “Clear(ly) and Conspicuous(ly)” means that a required disclosure is difficult to  
16 miss (i.e., easily noticeable) and easily understandable by consumers, including in all of the  
17 following ways:

18 i. In any communication that is solely visual or solely audible, the disclosure  
19 must be made through the same means through which the communication is presented. In any  
20 communication made through both visual and audible means, such as a television advertisement,  
21 the disclosure must be presented simultaneously in both the visual and audible portions of the  
22 communication even if the representation requiring the disclosure (“Triggering Representation”)  
23 is made through only one means.

24 ii. A visual disclosure, by its size, contrast, location, the length of time it  
25 appears, and other characteristics, must stand out from any accompanying text or other visual  
26 elements so that it is easily noticed, read, and understood.

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1           iii. An audible disclosure, including by telephone or streaming video, must be  
2 delivered in a volume, speed, and cadence sufficient for consumers to easily hear and understand  
3 it.

4           iv. In any communication using an interactive electronic medium, such as the  
5 Internet or software, the disclosure must be unavoidable.

6           v. On a product label, the disclosure must be presented on the principal  
7 display panel.

8           vi. The disclosure must use diction and syntax understandable to consumers  
9 and must appear in each language in which the Triggering Representation appears.

10          vii. The disclosure must comply with these requirements in each medium  
11 through which it is received, including all electronic devices and face-to-face communications.

12          viii. The disclosure must not be contradicted or mitigated by, or inconsistent  
13 with, anything else in the communication.

14          D. "Covered Information" means the following information from or about an  
15 individual consumer that is input into, stored on, accessed or transmitted through Application  
16 Software: (a) a first and last name; (b) a physical address; (c) an email address or other online  
17 contact information, such as an instant messaging user identifier or a screen name; (d) login  
18 credentials and passwords; (e) a telephone number; (f) a Social Security number; (g) a driver's  
19 license or other government-issued identification number; (h) a financial institution account  
20 number; (i) credit or debit card information; (j) any portion of the content of a consumer's  
21 communications; (k) any portion of the content of a consumer's files (e.g., documents, photos or  
22 videos); and (l) precise geolocation information sufficient to identify a street name and name of a  
23 city or town.

24          E. "Covered Product" means any personal computer (i.e., desktop computers,  
25 laptops, laptops that convert into tablets or vice versa, and notebooks) that is manufactured by or  
26 on behalf of Defendant and is sold to U.S. consumers. Covered Products do not include servers  
27 and server peripherals, mobile handsets or smartphones, or tablets or similar devices that are sold  
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1 without an integrated or detachable physical keyboard. Covered Products also do not include the  
2 actual personal computers specifically sold to enterprise customers with over 1,000 employees.

3 F. "Covered Software" means:

4 i. Application Software that injects advertisements into a consumer's  
5 Internet browsing session, including pop-up advertisements; or

6 ii. Application Software that transmits, or causes to be transmitted, Covered  
7 Information to a person or entity other than the consumer, except when:

8 1) The Covered Information is used only in an aggregated and/or de-  
9 identified form that does not disclose, report, or otherwise share any individually identifiable  
10 information; or

11 2) The Covered Information is transmitted or used solely for one or more  
12 of the following purposes:

13 a. Being reasonably necessary for the software to perform a function  
14 or service that the consumer requests or otherwise interacts with;

15 b. Authenticating the consumer;

16 c. Configuring or setting up the software; or

17 d. Assessing or analyzing the software's performance (*e.g.*, to find  
18 or fix problems in the software, assess how consumers are using the software, or to make  
19 improvements to the software).

20 iii. Covered Software does not include Internet browsers, antivirus  
21 software, parental control software, or other computer security software.

22 G. "Effective Date" of this Judgment is the later of the date that the Los Angeles  
23 Superior Court enters an Order, Judgment or Decree, approving the terms of this document, or  
24 the effective date of the Order in the FTC Action ("FTC Order").

25 H. "Executive Committee" refers to the following Attorneys General Offices:  
26 California, Connecticut, Illinois, and Pennsylvania.

27 I. "Feature" means one or more of the following attributes of Covered Software:  
28 (a) the Covered Software's benefits, efficacy, or features; (b) the fact that it will display

1 advertising, including pop-up advertisements; (c) the frequency and circumstances under which  
2 the Covered Software will display advertising; and (d) the fact of and extent to which the  
3 Covered Software will transmit, or cause to be transmitted, Covered Information to a person or  
4 entity other than the consumer.

5 J. "FTC Action" means the Federal Trade Commission matter entitled *In re*  
6 *Matter of Lenovo (United States) Inc.*, File No. 152 3134.

7 K. "Lenovo" or "Defendant" means Lenovo (United States) Inc. and its successors  
8 and assigns.

9 L. "Participating States" or "States" refers to the states and commonwealths listed  
10 in Exhibit A.

11 M. "Software Provider" means any person or entity other than Defendant that sells,  
12 leases, licenses, or otherwise provides Application Software.

13 N. "Third Party Service Provider" means any person or entity that is contractually  
14 required by Defendant or a Software Provider to: (a) use or receive Covered Information  
15 collected by or on behalf of Defendant or the Software Provider for and at the direction of  
16 Defendant or Software Provider, and for no other individual or entity; (b) not disclose the  
17 Covered Information, or any individually identifiable information derived from it, to any  
18 individual or entity other than Defendant or Software Provider; and (c) not use the Covered  
19 Information for any other purpose.

## 20 II. INJUNCTIVE RELIEF

21 3. Nothing in this Judgment alters the requirements of federal or state law to the extent  
22 they offer greater protection to consumers.

23 4. Pursuant to Business and Professions Code section 17203, Defendant shall comply  
24 with the following requirements.

### 25 Prohibited Misleading Representations

26 5. It is ordered that Defendant, its officers, agents, employees, and attorneys, and all  
27 other persons in active concert or participation with any of them, who receive actual notice of  
28 this Judgment, whether acting directly or indirectly, in connection with the advertising,

1 promotion, offering for sale, sale, or distribution of Covered Software shall not make a  
2 misrepresentation, in any manner, expressly or by implication, about any Feature of the Covered  
3 Software.

4 **Affirmative Express Consent Provision**

5 6. It is further ordered that, commencing no later than 120 days after the Effective Date,  
6 Defendant, its officers, agents, employees, and attorneys, and all other persons in active concert  
7 or participation with any of them, who receive actual notice of this Judgment, whether acting  
8 directly or indirectly, shall not preinstall or cause to be preinstalled any Covered Software unless  
9 Lenovo or the Software Provider:

10 A. Will obtain the consumer's Affirmative Express Consent;

11 B. Provides instructions for how the consumer may revoke consent to the Covered  
12 Software's operation, which can include uninstalling the Covered Software; and

13 C. Provides a reasonable and effective means for consumers to opt out, disable or  
14 remove all of the Covered Software's operations, which can include uninstalling the Covered  
15 Software.

16 7. *Provided, however,* that Affirmative Express Consent will not be required if sharing  
17 the Covered Information is reasonably necessary to comply with applicable law, regulation, or  
18 legal process.

19 **Mandated Software Security Program**

20 8. It is further ordered that Defendant must, no later than the Effective Date, establish  
21 and implement, and thereafter maintain a comprehensive software security program that is  
22 reasonably designed to (1) address software security risks related to the development and  
23 management of new and existing Application Software, and (2) protect the security,  
24 confidentiality, and integrity of Covered Information. The content, implementation and  
25 maintenance of the software security program must be fully documented in writing. The  
26 software security program must contain administrative, technical, and physical safeguards  
27 appropriate to Defendant's size and complexity, the nature and scope of Defendant's activities,  
28

1 the nature of the Application Software, the security policies and practices of the Software  
2 Provider, and the sensitivity of the Covered Information, including:

3 A. The designation of an employee or employees to coordinate and be responsible  
4 for the software security program;

5 B. The identification of internal and external risks to the security, confidentiality,  
6 or integrity of Covered Information that could result in the unauthorized disclosure, misuse, loss,  
7 alteration, destruction, or other compromise of such information, and assessment of the  
8 sufficiency of any safeguards in place to control these risks. At a minimum, this risk assessment  
9 must include consideration of risks in each area of relevant operation, including: (1) employee  
10 training and management; (2) Application Software design, including the processing, storage,  
11 transmission, and disposal of Covered Information by the Application Software; and (3) the  
12 prevention, detection, and response to attacks, intrusions, or other vulnerabilities;

13 C. The design and implementation of reasonable safeguards to control these risks,  
14 and regular testing or monitoring of the effectiveness of the safeguards' key controls, systems,  
15 and procedures;

16 D. The development and use of reasonable steps to select and retain software or  
17 service providers capable of maintaining security practices consistent with this Judgment, and  
18 requiring software and service providers, by contract, to implement and maintain appropriate  
19 safeguards; and

20 E. The evaluation and adjustment of the software security program in light of the  
21 results of the testing and monitoring required by sub-provision C. above, any changes to  
22 Defendant's operations or business arrangements, or any other circumstances that Defendant  
23 knows or has reason to know may have an impact on the effectiveness of the software security  
24 program.

25 **Software Security Assessments by a Third Party**

26 9. It is further ordered that, in connection with compliance with the provision of this  
27 Judgment titled Mandated Software Security Program, Defendant must obtain initial and biennial  
28 assessments ("Assessments"):

1           A. The Assessments must be obtained from a qualified, objective, independent  
2 third-party professional, who uses procedures and standards generally accepted in the profession.  
3 A professional qualified to prepare such Assessments must be a person qualified as a Certified  
4 Secure Software Lifecycle Professional (CSSLP) with professional experience with secure  
5 Internet-accessible, consumer-grade devices; an individual qualified as a Certified Information  
6 Systems Security Professional (CISSP) or as a Certified Information Systems Auditor (CISA)  
7 with professional experience with secure Internet-accessible consumer-grade devices; or a  
8 qualified individual or entity approved by the Associate Director for Enforcement, Bureau of  
9 Consumer Protection, Federal Trade Commission, as ordered in the FTC Action.

10           B. The reporting period for the Assessments must cover: (1) the first 180 days  
11 after the Effective Date for the initial Assessment, and (2) each 2-year period thereafter for 20  
12 years for the biennial Assessments.

13           C. Each Assessment must:

14           i. Set forth the specific administrative, technical, and physical safeguards that  
15 Defendant has implemented and maintained during the reporting period;

16           ii. Explain how such safeguards are appropriate to Defendant's size and  
17 complexity, the nature and scope of Defendant's activities, the nature of the Application  
18 Software, the security policies and practices of the Application Software provider and the  
19 sensitivity of the Covered Information;

20           iii. Explain how the safeguards that have been implemented meet or exceed the  
21 protections required by the Provision of this Judgment titled Mandated Software Security  
22 Program; and

23           iv. Certify that the Mandated Software Security Program is operating with  
24 sufficient effectiveness to provide reasonable assurance that the security of the Application  
25 Software preinstalled on Covered Products and the security, confidentiality, and integrity of  
26 Covered Information is protected, and that the Mandated Software Security Program has so  
27 operated throughout the reporting period.

28

1 D. Each Assessment must be completed within 60 days after the end of the  
2 reporting period to which the Assessment applies as set forth in Part IV of the FTC Order.

3 **Expiration**

4 10. The obligations and other provisions set forth in Paragraphs 4 through 9 shall expire  
5 twenty (20) years after the Effective Date of this Judgment. Nothing in this paragraph should be  
6 construed or applied to excuse Lenovo from its obligations to comply with all applicable state  
7 and federal laws, regulations, and rules.

8 **III. COMPLIANCE MONITORING**

9 11. Defendant is required to monitor its compliance with this Judgment in the same  
10 manner as it is required to monitor its compliance with the FTC Order, all as detailed in Part VI  
11 of the FTC Order.

12 12. Upon request by any Participating State, Lenovo shall provide a copy of any  
13 Assessment or other submission made to the FTC pursuant to the FTC Order within 10 days of  
14 the request.

15 **IV. ACKNOWLEDGMENTS OF THE JUDGMENT**

16 13. For 5 years after the Effective Date, Lenovo must deliver a copy of this Judgment to  
17 all individuals and entities listed in Part V of the FTC Order.

18 **V. PAYMENT TO THE STATES**

19 14. Within thirty (30) days of the Effective Date of this Judgment, Lenovo shall pay to  
20 the California Attorney General Three Hundred and Eighty-Nine Thousand and Two Hundred  
21 and Four and 94/100 Dollars (\$389,204.94) pursuant to Business and Professions Code section  
22 17206. The payment shall be made by check payable to the "California Attorney General's  
23 Office" and shall be delivered to the Department of Justice, Office of the Attorney General,  
24 Consumer Law Section, Privacy Enforcement and Protection Unit, 300 S. Spring Street, Suite  
25 1702, Los Angeles, CA 90013, ATTN: Lisa B. Kim. This payment is made as part of a  
26 multistate settlement which includes a total payment of Three Million Five Hundred Thousand  
27 Dollars (\$3,500,000) to the Participating States.



1           22. Whenever Lenovo shall provide notice to the California Attorney General under this  
2 Judgment, that requirement shall be satisfied by sending notice to: Lisa B. Kim, Deputy  
3 Attorney General, Office of the Attorney General, 355 S. Spring Street, Suite 1702, Los Angeles,  
4 CA 90013. Any notices or other documents sent to Lenovo pursuant to this Judgment shall be  
5 sent to the following address: (1) Lenovo (United States) Inc., ATTN: General Counsel, 1009  
6 Think Place, Morrisville, North Carolina 27560-900 and (2) Rebecca S. Engrav, Esq., Perkins  
7 Coie, 1201 Third Avenue, Suite 4900, Seattle, WA 98101-3099. All notices or other documents  
8 to be provided under this Judgment shall be sent by United States mail, certified mail return  
9 receipt requested, or other nationally recognized courier service that provides for tracking  
10 services and identification of the person signing for the notice or document, and shall have been  
11 deemed to be sent upon mailing. Any party may update its address by sending written notice to  
12 the other party.

13           23. Except as otherwise provided under law, this Judgment may only be enforced by  
14 Plaintiff, Lenovo, and this Court.

15           24. Jurisdiction is retained by the Court for the purpose of enabling any party to the  
16 Judgment to apply to the Court at any time for such further orders and directions as may be  
17 necessary or appropriate for the construction or the carrying out of this Judgment, for the  
18 modification of any of the injunctive provisions hereof, for enforcement of compliance herewith,  
19 and for the punishment of violations hereof, if any.

20           25. The clerk is ordered to enter this Judgment forthwith.

21  
22  
23 Dated: SEP 05 2017

MARC MARMARO  
Judge of the Superior Court

**EXHIBIT A**

## Exhibit A

| STATE       | ATTORNEYS GENERAL DESIGNATED CONTACTS   |
|-------------|---|
| Arizona     | Taren Ellis Langford<br>Unit Chief Counsel<br>Arizona Attorney General's Office<br>400 W. Congress Street, Suite S-315<br>Tucson, AZ 85701<br>Taren.Langford@azag.gov<br>(520) 628-6631   |
| Arkansas    | Peggy Johnson<br>Assistant Attorney General<br>Office of the Arkansas Attorney General<br>323 Center Street, Suite 500<br>Little Rock, Arkansas 72201<br>peggy.johnson@arkansasag.gov<br>(501) 682-8062   |
| California  | Lisa B. Kim<br>Deputy Attorney General<br>Office of the Attorney General<br>Consumer Law Section<br>Privacy Enforcement and Protection Unit<br>300 South Spring Street, Suite 1702<br>Los Angeles, CA 90013<br><a href="mailto:Lisa.Kim@doj.ca.gov">Lisa.Kim@doj.ca.gov</a><br>(213) 897-0013 |
| Colorado    | Mark Bailey<br>Senior Assistant Attorney General<br>Colorado Attorney General's Office<br>1300 Broadway 7 <sup>th</sup> Fl.<br>Denver CO 80203<br>Mark.bailey@coag.gov<br>(720) 508-6202  |
| Connecticut | Matthew F. Fitzsimmons<br>Assistant Attorney General<br>Department Head<br>Privacy and Data Security Department<br>Office of the Attorney General<br>110 Sherman Street<br>Hartford CT 06105<br><a href="mailto:Matthew.Fitzsimmons@ct.gov">Matthew.Fitzsimmons@ct.gov</a><br>(860) 808-5515  |

## Exhibit A

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|----------|---|
| Florida  | Edward Moffitt<br>Senior Financial Investigator/Supervisor<br>Multistate & Privacy Bureau<br>Office of the Attorney General<br>135 W Central Blvd, Suite 670<br>Orlando, FL 32801-2437<br><a href="mailto:Edward.Moffitt@MyFloridaLegal.com">Edward.Moffitt@MyFloridaLegal.com</a><br>(407) 845-6388  |
| Hawaii   | Lisa P. Tong<br>Enforcement Attorney<br>State of Hawaii Office of Consumer Protection<br>235 S. Beretania Street #801<br>Honolulu, Hawaii 96813<br><a href="mailto:ltong@dcca.hawaii.gov">ltong@dcca.hawaii.gov</a><br>(808) 586-5978   |
| Idaho    | Stephanie Guyon<br>Deputy Attorney General<br>Idaho Attorney General's Office<br>Consumer Protection Division<br>954 W. Jefferson Street, 2 <sup>nd</sup> FL.<br>Boise, ID 83702<br><a href="mailto:stephanie.guyon@ag.idaho.gov">stephanie.guyon@ag.idaho.gov</a><br>(208) 334-4135                  |
| Illinois | Matthew W. Van Hise, CIPP/US<br>Assistant Attorney General<br>Consumer Privacy Counsel<br>Consumer Fraud Bureau<br>Illinois Attorney General's Office<br>500 South Second Street<br>Springfield, IL 62706<br><a href="mailto:mvanhise@atg.state.il.us">mvanhise@atg.state.il.us</a><br>(217) 782-9024 |
| Indiana  | Ernâni Magalhães<br>Deputy Attorney General<br>Consumer Protection Division<br>Office of Attorney General Curtis Hill<br>302 West Washington Street<br>IGCS-5th Floor<br>Indianapolis, IN 46204<br><a href="mailto:ernani.magalhaes@atg.in.gov">ernani.magalhaes@atg.in.gov</a><br>(317) 234-6681     |

## Exhibit A

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|-----------|---|
| Iowa      | Nathan Blake<br>Assistant Attorney General<br>Office of the Attorney General of Iowa<br>1305 E. Walnut St.<br>Des Moines, IA 50319<br>nathan.blake@iowa.gov<br>(515) 281-4325   |
| Kansas    | Sarah M. Dietz<br>Assistant Attorney General<br>Office of Kansas Attorney General Derek Schmidt<br>120 SW 10 <sup>th</sup> Avenue, 2 <sup>nd</sup> Floor<br>sarah.dietz@ag.ks.gov<br>(785) 296-3751                                 |
| Louisiana | L. Christopher Styron<br>Section Chief - Consumer Protection<br>Assistant Attorney General<br>Louisiana Department of Justice<br>1885 N. Third Street<br>Baton Rouge, Louisiana 70802<br>styronl@ag.louisiana.gov<br>(225) 326-6468 |
| Maine     | Linda Conti<br>Assistant Attorney General<br>Maine Office of the Attorney General<br>6 State House Station<br>Augusta, Maine 04333-0006<br><a href="mailto:Linda.conti@maine.gov">Linda.conti@maine.gov</a><br>(207) 626-8591       |
| Minnesota | Evan Romanoff<br>Assistant Attorney General<br>Minnesota Attorney General's Office<br>445 Minnesota Street, Suite 1200<br>St. Paul, MN 55101<br>Evan.romanoff@ag.state.mn.us<br>(651) 757-1454                                      |

## Exhibit A

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|---------------|---|
| Missouri      | Joyce Yeager<br>Assistant Attorney General<br>Consumer Protection Section<br>Office of the Missouri Attorney General<br>PO Box 899<br>Jefferson City, MO 65102<br><a href="mailto:joyce.yeager@ago.mo.gov">joyce.yeager@ago.mo.gov</a><br>(573) 751-6733  |
| Nebraska      | Daniel Birdsall<br>Assistant Attorney General<br>Consumer Protection Division<br>Nebraska Attorney General's Office<br>2115 State Capitol Building<br>Lincoln, NE 68509<br><a href="mailto:dan.birdsall@nebraska.gov">dan.birdsall@nebraska.gov</a><br>(402) 471-3840   |
| Nevada        | Nevada Consumer Advocate<br>Office of the Nevada Attorney General<br>Bureau of Consumer Protection<br>100 N. Carson St.<br>Carson City, NV 89701<br>(775) 684-1100<br><a href="mailto:aginfo@ag.nv.gov">aginfo@ag.nv.gov</a>  |
| New Hampshire | John W. Garrigan<br>Assistant Attorney General<br>Consumer Protection and Antitrust Bureau<br>New Hampshire Department of Justice<br>33 Capitol Street<br>Concord, NH 03301<br>603-271-1252<br><a href="mailto:john.garrigan@doj.nh.gov">john.garrigan@doj.nh.gov</a>   |
| New Jersey    | Elliott M. Siebers<br>Deputy Attorney General<br>Affirmative Civil Enforcement Practice Group<br>Office of the Attorney General<br>State of New Jersey<br>124 Halsey St. – 5 <sup>th</sup> Floor<br>P.O. Box 45029-5029<br>Newark, NJ 07101<br><a href="mailto:elliott.siebers@law.njoag.gov">elliott.siebers@law.njoag.gov</a><br>(973) 648-4460 |

## Exhibit A

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|----------------|--|
| New York       | Clark Russell<br>Deputy Bureau Chief<br>Bureau of Internet and Technology<br>New York State Office of the Attorney General<br>120 Broadway<br>New York, NY 10271-0332<br><a href="mailto:clark.russell@ag.ny.gov">clark.russell@ag.ny.gov</a><br>(212) 416-6494              |
| North Carolina | Kim D'Arruda, CIPP/US<br>Special Deputy Attorney General<br>North Carolina Department of Justice<br>Consumer Protection Division<br>114 West Edenton Street<br>Raleigh, NC 27603<br><a href="mailto:kdarruda@ncdoj.gov">kdarruda@ncdoj.gov</a><br>(919) 716-6013             |
| North Dakota   | Brian M. Card<br>Assistant Attorney General<br>Consumer Protection & Antitrust Division<br>Office of Attorney General of North Dakota<br>1050 E. Interstate Ave., Suite 200<br>Bismarck, ND 58503-5574<br><a href="mailto:bmcard@nd.gov">bmcard@nd.gov</a><br>(701) 328-5570 |
| Oregon         | Eva H. Novick<br>Assistant Attorney General<br>Financial Fraud/Consumer Protection Section<br>Oregon Department of Justice<br>100 SW Market Street<br>Portland, OR 97201<br><a href="mailto:eva.h.novick@doj.state.or.us">eva.h.novick@doj.state.or.us</a><br>(971) 673-1880 |
| Pennsylvania   | John M. Abel, Esquire<br>Pennsylvania Office of Attorney General<br>Bureau of Consumer Protection<br>15th Floor, Strawberry Square<br>Harrisburg, PA 17120<br><a href="mailto:jabel@attorneygeneral.gov">jabel@attorneygeneral.gov</a>                                       |

## Exhibit A

|                |   |
|----------------|---|
| Rhode Island   | Edmund F. Murray, Jr.<br>Special Assistant Attorney General<br>Rhode Island Department of Attorney General<br>150 South Main Street<br>Providence, Rhode Island 02903<br>emurray@riag.ri.gov<br>(401) 274-4400 ext. 2401  |
| South Carolina | Chantelle L. Neese<br>Assistant Attorney General<br>SC Attorney General's Office<br>Consumer Protection & Antitrust Section<br>Rembert C. Dennis Bldg<br>1000 Assembly St.<br>P. O. Box 11549<br>Columbia, SC 29211<br>CNeese@scag.gov<br>(803) 734-2346  |
| South Dakota   | Philip D. Carlson<br>Assistant Attorney General<br>Consumer Protection Division<br>South Dakota Attorney General<br>1302 E. Hwy. 14, Ste. 1<br>Pierre, SD 57501<br>Phil.Carlson@state.sd.us<br>(605) 773-3216   |
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Exhibit A

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|-------------------|---|
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