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**DISTRICT COURT
CLARK COUNTY, NEVADA**

STATE OF NEVADA,

Plaintiff,

vs.

EQUIFAX, INC., a corporation,

Defendant.

CASE NO.: A-19-798846-B

DEPT NO.: 27

BUSINESS COURT REQUESTED

ARBITRATION EXEMPTION—

Action in Equity

CONSENT JUDGMENT

Plaintiff, the State of Nevada, by AARON D. FORD, Attorney General, ERNEST D. FIGUEROA, Consumer Advocate, LAURA M. TUCKER, Senior Deputy Attorney General and LUCAS J. TUCKER, Senior Deputy Attorney General, (hereinafter “the State” or “Plaintiff”), and Defendant Equifax Inc., a corporation (“Defendant”), appearing through its attorney, Scott Cameron of King & Spalding, 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 Equifax Inc., regarding any issue of law or

1 fact alleged in the Complaint on file, and without Equifax Inc., admitting any liability,
2 and with all parties having waived their right to appeal, and the Court having considered
3 the matter and good cause appearing:

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

5 **I. PARTIES AND JURISDICTION**

6 1. Plaintiff is the State of Nevada, by AARON D. FORD, Attorney General of
7 the State of Nevada. Plaintiff is charged with, among other things, enforcement of the
8 Nevada Deceptive Trade Practices Act, NRS 598.0903, et seq.

9 2. Defendant Equifax Inc., is the parent of Equifax Information Services LLC
10 ("EIS"), a CONSUMER REPORTING AGENCY, with its principal office located at 1550
11 Peachtree St. NW, Atlanta, Georgia 30309.

12 3. The Court has jurisdiction over the subject matter of this action and
13 jurisdiction over the parties to this action, and venue is proper in this Court. NRS
14 598.0989.

15 4. Defendant, at all relevant times, has transacted business in the State of
16 Nevada, including, but not limited to, Clark County.

17 5. This Judgment is entered pursuant to and subject to the Nevada Deceptive
18 Trade Practices Act, NRS 598.0903, et seq.

19 **II. DEFINITIONS**

20 6. For the purposes of this Judgment, the following definitions shall apply:

21 a. "2017 DATA BREACH" shall mean the data breach, first publicly
22 announced by EQUIFAX on September 7, 2017, in which a person or persons gained
23 unauthorized access to portions of the EQUIFAX NETWORK.

24 b. "2017 BREACH RESPONSE SERVICES AND PRODUCTS" shall
25 mean the following complimentary support services and/or products provided by
26 EQUIFAX, its affiliates, or third parties retained by EQUIFAX or its affiliates, in
27 response to the 2017 DATA BREACH: TrustedID Premier; Equifax Credit Watch Gold
28 with 3 in 1 Monitoring (offered to consumers as a print alternative to TrustedID

Premier); the IDNotify product offered for free through Experian; Lock & Alert; and the credit protection services required by Paragraph 42.

c. "AFFECTED CONSUMERS" shall mean all consumers residing in Nevada who had their PERSONAL INFORMATION accessed by unauthorized individuals in connection with the 2017 DATA BREACH.

d. "ATTORNEYS GENERAL" shall mean the Attorneys General of the states and commonwealths of: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii,¹ Idaho, Illinois, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah,² Vermont, Virginia, Washington, West Virginia, Wisconsin, and Wyoming, and the District of Columbia.

e. "CLEARLY AND CONSPICUOUSLY" shall mean that such statement, disclosure, or other information, by whatever medium communicated, including all electronic devices, is (a) in readily understandable language and syntax, and (b) in a type size, font, color, appearance, and location sufficiently noticeable for a consumer to read and comprehend it, in a print that contrasts with the background against which it appears.

i. If such statement, disclosure, or other information is necessary as a modification, explanation, or clarification to other information with which it is

¹ Hawaii is represented by its Office of Consumer Protection. For simplicity purposes, the entire group will be referred to as the "Attorneys General," or individually as "Attorney General." Such designations, however, as they pertain to Hawaii, shall refer to the Executive Director of the State of Hawaii Office of Consumer Protection.

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

1 presented, it must be presented in proximity to the information it modifies in a manner
2 that is readily noticeable and understandable; and

3 ii. In any communication using an interactive electronic medium,
4 such as the internet or software, the disclosure must be obvious.

5 f. “COMPENSATING CONTROLS” shall mean alternative mechanisms
6 that are put in place to satisfy the requirement for a security measure that is determined
7 by the Chief Information Security Officer or his or her designee to be impractical to
8 implement at the present time due to legitimate technical or business constraints. Such
9 alternative mechanisms must: (1) meet the intent and rigor of the original stated
10 requirement; (2) provide a similar level of security as the original stated requirement; (3)
11 be up-to-date with current industry accepted security protocols; and (4) be commensurate
12 with the additional risk imposed by not adhering to the original stated requirement. The
13 determination to implement such alternative mechanisms must be accompanied by
14 written documentation demonstrating that a risk analysis was performed indicating the
15 gap between the original security measure and the proposed alternative measure, that
16 the risk was determined to be acceptable, and that the Chief Information Security Officer
17 or his or her designee agrees with both the risk analysis and the determination that the
18 risk is acceptable.

19 g. “CONSUMER REPORTING AGENCY” shall mean any person as
20 defined by 15 U.S.C. § 1681a(p), and any amendments thereto.

21 h. “CREDIT FILE” shall mean a file as defined in 15 U.S.C. § 1681a(g),
22 and any amendments thereto.

23 i. “CREDIT REPORT” shall mean a consumer report as defined in 15
24 U.S.C. § 1681a(d), and any amendments thereto.

25 j. “EFFECTIVE DATE” shall be August 22, 2019 except as otherwise
26 noted in the Judgment.

27 k. “ENCRYPT,” “ENCRYPTED,” or “ENCRYPTION” shall mean
28 rendering data—at rest or in transit—unusable, unreadable, or indecipherable through a

1 security technology or methodology generally accepted in the field of information security
2 commensurate with the sensitivity of the data at issue.

3 l. "EQUIFAX" shall mean Equifax Inc., its affiliates, directors, officers,
4 subsidiaries and divisions, successors and assigns doing business in the United States.

5 m. "EQUIFAX NETWORK" shall mean all networking equipment,
6 databases or data stores, applications, servers, and endpoints that: (1) are capable of
7 using and sharing software, data, and hardware resources; (2) are owned, operated,
8 and/or controlled by EQUIFAX; and (3) collect, process, store, or have access to
9 PERSONAL INFORMATION of consumers who reside in the United States. For
10 purposes of this Judgment, EQUIFAX NETWORK shall not include networking
11 equipment, databases or data stores, applications, servers, or endpoints outside of the
12 United States, which are not used to collect, process, or store PERSONAL
13 INFORMATION, and where access to PERSONAL INFORMATION is restricted using a
14 risk-based control. For purposes of this definition, a risk-based control shall, at a
15 minimum, include: (i) web-application-, network-, or host-based firewalls, or
16 ENCRYPTION of the PERSONAL INFORMATION; and (ii) preadmission identification
17 and/or access management controls, including, for example, multi-factor authentication.

18 n. "FCRA" shall mean the Fair Credit Reporting Act, 15 U.S.C. § 1681 et
19 seq., and any amendments thereto.

20 o. "FEE-BASED PRODUCTS OR SERVICES" shall mean any product or
21 service that EQUIFAX sells or charges any amount of money for United States consumers
22 to use or obtain.

23 p. "FURNISHER" or "FURNISHERS" shall mean a person or entity that
24 meets the definition of furnisher set forth in 16 C.F.R. § 660.2(c), and any amendments
25 thereto.

26 q. "GOVERNANCE PROCESS" shall mean any written policy,
27 standard, procedure, or process (or any combination thereof) designed to achieve a control
28 objective with respect to the EQUIFAX NETWORK.

1 r. “MULTI-DISTRICT LITIGATION” shall mean those actions filed
2 against Equifax Inc., and/or its subsidiaries asserting claims related to the 2017 DATA
3 BREACH by or on behalf of one or more consumers that have been or will be transferred
4 to the federal proceedings styled In re Equifax Inc., Customer Data Security Breach
5 Litigation, MDL 1:17-md-2800 (N.D. Ga.) (Consumer Actions).

6 s. “MULTISTATE LEADERSHIP COMMITTEE” shall mean California,
7 Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, New Jersey, New
8 York, Ohio, and Pennsylvania.

9 t. “NON-FCRA INFORMATION” shall mean any information that is
10 collected, stored, or maintained by EQUIFAX and either:

11 i. Does not bear on a consumer’s credit worthiness, credit
12 standing, credit capacity, character, general reputation, personal characteristics, or mode
13 of living, or

14 ii. Is not used or expected to be used or collected in whole or in
15 part for any purpose authorized under 15 U.S.C. § 1681b, and any amendments thereto.

16 u. “PERSONAL INFORMATION” shall mean information regarding an
17 individual residing in Nevada that falls within one of the following categories:

18 i. A consumer’s first name or first initial and last name in
19 combination with any one or more of the following data elements that relate to such
20 individual: (a) Social Security number; (b) driver’s license number; (c) state- or federally-
21 issued identification card number; or (d) financial account number or credit or debit card
22 number, in combination with any required security code, access code, or password that
23 would permit access to the consumer’s financial account;

24 ii. Biometric information, meaning data generated by electronic
25 measurements of an individual’s unique physical characteristics, such as a fingerprint,
26 voice print, retina or iris image, or other unique physical characteristics or digital
27 representation thereof;

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1 iii. A user name or e-mail address in combination with a password
2 or security question and answer that would permit access to an online account; or

3 iv. Any category of personal information found in the definition as
4 set forth in NRS 603A.040 as of September 7, 2017.

5 v. “PROTECTED INDIVIDUAL” shall mean an individual who meets
6 the definition of protected consumer set forth in 15 U.S.C. § 1681c-1(j)(1)(B), and any
7 amendments thereto.

8 w. “REINVESTIGATION” or “REINVESTIGATE” shall mean the process
9 set forth in 15 U.S.C. § 1681i, and any amendments thereto.

10 x. “SECURITY EVENT” shall mean any compromise, or threat that
11 gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent
12 disclosure impacting the confidentiality, integrity, or availability of PERSONAL
13 INFORMATION of at least 500 United States consumers held or stored within the
14 EQUIFAX NETWORK, including but not limited to a data breach. For purposes of this
15 definition, “availability” shall not include an intentional limitation on the availability of
16 PERSONAL INFORMATION, such as for purposes of performing maintenance on the
17 EQUIFAX NETWORK.

18 **III. INJUNCTIVE RELIEF**

19 7. The duties, responsibilities, burdens, and obligations undertaken in
20 connection with this Judgment shall apply to EQUIFAX, and its directors, officers, and
21 employees.

22 8. The injunctive terms contained in this Judgment are being entered pursuant
23 to NRS 598.0963.

24 **COMPLIANCE WITH LAW**

25 9. EQUIFAX shall comply with NRS 598.0903, et seq. and NRS 603A.010, et
26 seq. in connection with its collection, maintenance, and safeguarding of PERSONAL
27 INFORMATION of consumers in Nevada.

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1 10. EQUIFAX shall not make a misrepresentation which is capable of
2 misleading consumers or fail to state a material fact if that failure is capable of
3 misleading consumers regarding the extent to which EQUIFAX maintains and/or protects
4 the privacy, security, confidentiality, or integrity of any PERSONAL INFORMATION
5 collected from or about consumers.

6 11. EQUIFAX shall not offer, provide, or sell any good or service in violation of
7 15 U.S.C. § 1681c-1(i), and any amendments thereto.

8 12. EQUIFAX shall comply with NRS 603A.220.

9 **INFORMATION SECURITY PROGRAM**

10 13. Within ninety (90) days after the EFFECTIVE DATE and for a period of
11 seven (7) years, EQUIFAX shall implement, maintain, regularly review and revise, and
12 comply with a comprehensive information security program ("Information Security
13 Program") the purpose of which shall be to take reasonable steps to protect the
14 confidentiality, integrity, and availability of PERSONAL INFORMATION on the
15 EQUIFAX NETWORK. EQUIFAX's Information Security Program shall be documented
16 in the GOVERNANCE PROCESSES and shall contain administrative, technical, and
17 physical safeguards appropriate to:

- 18 a. The size and complexity of EQUIFAX's operations;
19 b. The nature and scope of EQUIFAX's activities; and
20 c. The sensitivity of the PERSONAL INFORMATION on the EQUIFAX
21 NETWORK.

22 The Information Security Program required by this Judgment shall include the
23 requirements of Paragraphs 14 through 40 in this Judgment.

24 14. The principles of zero-trust should be considered and, where reasonably
25 feasible, utilized in the design of EQUIFAX's Information Security Program.

26 15. EQUIFAX may satisfy the implementation and maintenance of the
27 Information Security Program and the safeguards required by this Judgment through
28 review, maintenance, and, if necessary, updating, of an existing information security

1 program or existing safeguards, provided that such existing information security program
2 and existing safeguards meet the requirements set forth in this Judgment.

3 16. EQUIFAX shall employ an executive or officer who shall be responsible for
4 implementing, maintaining, and monitoring the Information Security Program (for ease,
5 hereinafter referred to as the "Chief Information Security Officer"). The Chief
6 Information Security Officer shall have the education, qualifications, and experience
7 appropriate to the level, size, and complexity of her/his role in implementing,
8 maintaining, and monitoring the Information Security Program. This Chief Information
9 Security Officer shall report annually to the EQUIFAX Board of Directors on the
10 adequacy of EQUIFAX's Information Security Program. The Chief Information Security
11 Officer shall also, at any meeting of the Board of Directors concerning the security
12 posture or security risks faced by EQUIFAX and at each quarterly meeting of the
13 Technology Committee of the Board of Directors, provide reports to EQUIFAX's Board of
14 Directors, and shall inform, advise, and update the Board of Directors or Technology
15 Committee regarding EQUIFAX's security posture and the security risks faced by
16 EQUIFAX. The Chief Information Security Officer shall report to the Chief Executive
17 Officer, as well as a member of EQUIFAX's Board of Directors, in the event that the Chief
18 Executive Officer is not a member of the Board of Directors, (i) any unauthorized
19 intrusion to the EQUIFAX NETWORK within forty-eight (48) hours of discovery that it is
20 a SECURITY EVENT and (ii) any "THIRD-PARTY REPORTED EVENT" as defined in
21 Paragraph 23 within forty-eight (48) hours of receipt of the report from the third-party
22 vendor. The quarterly reports to the Technology Committee shall also include all
23 SECURITY EVENTS or THIRD-PARTY REPORTED EVENTS that were reported to the
24 Chief Executive Officer after the previous regular report.

25 17. EQUIFAX shall employ for each of its United States business units an
26 officer who shall be responsible for implementing, maintaining, and monitoring the
27 Information Security Program for that business unit (for ease, hereinafter referred to as a
28 "Business Information Security Officer"). Each Business Information Security Officer

1 shall have the education, qualifications, and experience appropriate to the level, size, and
2 complexity of the Business Information Security Officer's role in implementing,
3 maintaining and monitoring the Information Security Program. Each Business
4 Information Security Officer shall be responsible for regularly informing, advising, and
5 updating the Chief Information Security Officer or his/her designee regarding the
6 security posture of the business unit for which he/she is responsible, the security risks
7 faced by the relevant business units, and the implications of any decision the Business
8 Information Security Officer makes that may materially impact the security posture of
9 the business unit.

10 18. EQUIFAX shall ensure that the Chief Information Security Officer,
11 Business Information Security Officers, and Information Security Program receive the
12 resources and support reasonably necessary to ensure that the Information Security
13 Program functions as required by this Judgment.

14 19. Employees who are responsible for implementing, maintaining, or
15 monitoring the Information Security Program, including but not limited to the Chief
16 Information Security Officer and Business Information Security Officers, must have
17 sufficient knowledge of the requirements of this Judgment and receive specialized
18 training on safeguarding and protecting consumer PERSONAL INFORMATION to help
19 effectuate EQUIFAX's compliance with the terms of this Judgment. EQUIFAX shall
20 provide the training required under this paragraph to all employees within sixty (60)
21 days of the EFFECTIVE DATE of this Judgment or prior to an employee starting their
22 responsibilities for implementing, maintaining, or monitoring the Information Security
23 Program. On an annual basis, or more frequently if appropriate, EQUIFAX shall provide
24 training on safeguarding and protecting PERSONAL INFORMATION to its employees
25 who handle PERSONAL INFORMATION, and its employees responsible for
26 implementing, maintaining, or monitoring the Information Security Program.

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1 20. EQUIFAX's Information Security Program shall be designed and
2 implemented to ensure the appropriate identification, investigation of, and response to
3 SECURITY EVENTS.

4 21. EQUIFAX shall implement and maintain a written incident response plan to
5 prepare for and respond to SECURITY EVENTS. EQUIFAX shall revise and update this
6 response plan, as necessary, to adapt to any changes to the EQUIFAX NETWORK. Such
7 a plan shall, at a minimum, identify and describe the following phases:

8 I. Preparation;

9 II. Detection and Analysis;

10 III. Containment;

11 IV. Notification and Coordination with Law Enforcement;

12 V. Eradication;

13 VI. Recovery;

14 VII. Consumer Response (including consideration of appropriate staffing levels,
15 training, and written materials), and Consumer and Regulator Notification and
16 Remediation; and

17 VIII. Post-Incident Analysis.

18 22. EQUIFAX shall conduct, at a minimum, biannual incident response plan
19 exercises ("table-top exercises") to test and assess its preparedness to respond to a
20 SECURITY EVENT. These exercises shall include the following, as appropriate:

21 a. Planning for sufficient staffing levels to handle a high volume of
22 potential consumer traffic and provide consumers access to live agents in a reasonable
23 amount of time;

24 b. Planning employee training to provide relevant, useful, and accurate
25 information to consumers, including how to place fraud alerts or security freezes;

26 c. Preparing written materials to provide to consumers that CLEARLY
27 AND CONSPICUOUSLY disclose relevant information;

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1 d. Planning for any necessary online resources to be compliant with the
2 Americans with Disabilities Act (ADA);

3 e. Planning for oral and written consumer communications in multiple
4 languages depending on the nature of the table-top exercise; and

5 f. Considering the translation of state-required data breach notifications
6 to consumers into multiple languages including Spanish, Chinese, Tagalog, Vietnamese,
7 Arabic, French, and Korean depending on the nature of the table-top exercise.

8 23. EQUIFAX shall oversee its third-party vendors who have access to the
9 EQUIFAX NETWORK or who hold or store PERSONAL INFORMATION on EQUIFAX's
10 behalf by maintaining and periodically reviewing and revising, as needed, a
11 GOVERNANCE PROCESS for assessing vendor compliance in accordance with
12 EQUIFAX'S Information Security Program including whether the vendor's security
13 safeguards are appropriate for that business. That GOVERNANCE PROCESS shall
14 require vendors by contract to implement and maintain such safeguards and to notify
15 EQUIFAX within seventy-two (72) hours of discovering a SECURITY EVENT (a "THIRD-
16 PARTY REPORTED EVENT").

17 **PERSONAL INFORMATION SAFEGUARDS AND CONTROLS**

18 24. EQUIFAX shall maintain and comply with a GOVERNANCE PROCESS
19 establishing that PERSONAL INFORMATION will be collected, processed, or stored to
20 the minimum extent necessary to accomplish the intended legitimate business purpose(s)
21 in using such information.

22 25. EQUIFAX shall maintain, regularly review, revise, and comply with a
23 GOVERNANCE PROCESS requiring EQUIFAX to either ENCRYPT PERSONAL
24 INFORMATION or otherwise implement COMPENSATING CONTROLS to protect
25 PERSONAL INFORMATION from unauthorized access, whether the information is
26 transmitted electronically from the EQUIFAX NETWORK or is stored in the EQUIFAX
27 NETWORK.

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1 26. EQUIFAX shall make reasonable efforts to reduce its use and storage of
2 consumer Social Security numbers. It shall:

3 a. Actively seek to and, where possible, participate in an external
4 organization or working group focused on the development and implementation of
5 alternative means of identity authentication with a goal of identifying options for
6 minimizing its use of Social Security numbers for identity authentication purposes, to the
7 extent that any such group exists;

8 b. Conduct an internal study of the primary instances in which Social
9 Security numbers are collected, maintained, or used on the EQUIFAX NETWORK,
10 including for consumer authentication purposes, and evaluate potential alternatives to
11 such collection, maintenance, or use. In evaluating such alternatives, EQUIFAX may
12 consider, among other things, the impact on privacy, security, reducing identity theft and
13 fraud, and ease of incorporation into EQUIFAX's business processes. Upon the
14 conclusion of this study, or within one year of the EFFECTIVE DATE, whichever is
15 sooner, the study shall be provided to the Chief Executive Officer, who shall establish a
16 working group to implement identified alternatives, where feasible. EQUIFAX shall also
17 provide a copy of the study to the California Attorney General's Office.

18 i. The California Attorney General's Office may provide a copy of
19 the study received from EQUIFAX to the Nevada Attorney General's Office upon request.

20 ii. The study and all information contained therein, to the extent
21 permitted by the laws of the State of Nevada: shall be treated by the Nevada Attorney
22 General's Office as confidential; shall not be shared or disclosed except as described in
23 subsection (i); and shall be treated by the Nevada Attorney General's Office as exempt
24 from disclosure under the relevant public records laws of the State of Nevada. In the
25 event that the Nevada Attorney General's Office receives any request from the public for
26 the study or other confidential documents under this Judgment and believes that such
27 information is subject to disclosure under the relevant public records laws, the Nevada
28 Attorney General's Office agrees to provide EQUIFAX with at least ten (10) days advance

1 notice before producing the information, to the extent permitted by state law (and with
2 any required lesser advance notice), so that EQUIFAX may take appropriate action to
3 defend against the disclosure of such information. The notice under this paragraph shall
4 be provided consistent with the notice requirements contained in Paragraph 81. Nothing
5 contained in this subparagraph shall alter or limit the obligations of the Nevada Attorney
6 General that may be imposed by the relevant public records laws of the State of Nevada,
7 or by order of any court, regarding the maintenance or disclosure of documents and
8 information supplied to Nevada Attorney General except with respect to the obligation to
9 notify EQUIFAX of any potential disclosure.

10 c. Maintain authentication protocols that do not allow consumers to
11 access PERSONAL INFORMATION from EQUIFAX in connection with direct-to-
12 consumer products and services, such as credit monitoring and CREDIT REPORTS, using
13 only a name in combination with a Social Security number; and

14 d. Implement a GOVERNANCE PROCESS that contractually requires
15 EQUIFAX reseller customers who receive consumer PERSONAL INFORMATION from
16 EQUIFAX to maintain authentication protocols that do not allow consumers to access
17 PERSONAL INFORMATION from EQUIFAX in connection with direct-to-consumer
18 products and services, such as credit monitoring and CREDIT REPORTS using only a
19 name in combination with a Social Security number.

20 27. EQUIFAX shall ENCRYPT Social Security numbers when they are stored in
21 the EQUIFAX NETWORK or transmitted electronically from the EQUIFAX NETWORK,
22 or otherwise implement COMPENSATING CONTROLS to protect Social Security
23 numbers from unauthorized access.

24 28. EQUIFAX shall maintain, regularly review and revise as necessary, and
25 comply with a GOVERNANCE PROCESS that provides for the secure disposal, on a
26 periodic basis, of PERSONAL INFORMATION that is no longer necessary for the
27 legitimate business purpose for which the PERSONAL INFORMATION was collected,
28 processed, or stored, except where such information is otherwise required to be

1 maintained by law.

2 **SPECIFIC TECHNICAL SAFEGUARDS AND CONTROLS**

3 29. **Managing Critical Assets:** EQUIFAX shall rate all software and
4 hardware within the EQUIFAX NETWORK based on criticality, factoring in whether
5 such assets are used to collect, process, or store PERSONAL INFORMATION.

6 30. **Segmentation:**

7 a. EQUIFAX shall maintain, regularly review and revise as necessary,
8 and comply with its segmentation protocols and related policies that are reasonably
9 designed to properly segment the EQUIFAX NETWORK, which shall, at a minimum,
10 ensure that systems communicate with each other in a secure manner and only to the
11 extent necessary to perform their business and/or operational functions, and that
12 databases are segmented except from systems with which they are required to interact.

13 b. EQUIFAX shall regularly evaluate, and, as appropriate, restrict
14 and/or disable any unnecessary ports on the EQUIFAX NETWORK.

15 c. EQUIFAX shall logically separate its production and non-production
16 environments in the EQUIFAX NETWORK, including the use of appropriate
17 technological safeguards to protect PERSONAL INFORMATION within non-production
18 environments.

19 31. **Penetration Testing/Risk Assessment:**

20 a. EQUIFAX shall maintain and regularly review and revise as
21 necessary a risk-assessment program designed to continually identify and assess risks to
22 the EQUIFAX NETWORK. In cases where EQUIFAX deems a risk to be acceptable,
23 EQUIFAX shall generate and retain a report demonstrating how such risk is to be
24 managed in consideration of cost or difficulty in implementing effective countermeasures.
25 All reports shall be maintained by the Chief Information Security Officer or his or her
26 designee and be available for inspection by the Third-Party Assessor described in
27 Paragraph 61 of this Judgment.

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1 b. EQUIFAX shall implement and maintain a risk-based penetration-
2 testing program reasonably designed to identify, assess, and remediate security
3 vulnerabilities within the EQUIFAX NETWORK. This program shall include at least one
4 annual penetration test of all externally-facing applications within the EQUIFAX
5 NETWORK and at least one weekly vulnerability scan of all systems within the
6 EQUIFAX NETWORK.

7 c. EQUIFAX shall rate and rank the criticality of all vulnerabilities
8 identified as a result of any vulnerability scanning or penetration testing that it performs
9 on the EQUIFAX NETWORK in alignment with an established industry-standard
10 framework (e.g., NVD, CVSS, or equivalent standard). For each vulnerability that is
11 ranked as most critical, EQUIFAX shall commence remediation planning within twenty-
12 four (24) hours after the vulnerability has been rated as critical and shall apply the
13 remediation within one (1) week after the vulnerability has received a critical rating. If
14 the remediation cannot be applied within one (1) week after the vulnerability has
15 received a critical rating, EQUIFAX shall identify existing or implement new
16 COMPENSATING CONTROLS designed to protect PERSONAL INFORMATION as soon
17 as practicable but no later than one (1) week after the vulnerability received a critical
18 rating.

19 **32. Access Control and Account Management:**

20 a. EQUIFAX shall implement and maintain appropriate controls to
21 manage access to, and use of, all EQUIFAX NETWORK accounts with access to
22 PERSONAL INFORMATION, including, without limitation, individual accounts,
23 administrator accounts, service accounts, and vendor accounts. To the extent that
24 EQUIFAX maintains accounts requiring passwords:

25 i. Such controls shall include strong passwords, password
26 confidentiality policies, password-rotation policies, and two-factor authentication or any
27 other equal or greater authentication protocol, where technically feasible. For purposes
28 of this paragraph, any administrative-level passwords shall be ENCRYPTED or secured

1 using a password vault, privilege access monitoring, or an equal or greater security tool
2 that is generally accepted by the security industry.

3 ii. EQUIFAX shall implement and maintain appropriate policies
4 for the secure storage of EQUIFAX NETWORK account passwords based on industry best
5 practices; for example, hashing passwords stored online using an appropriate hashing
6 algorithm that is not vulnerable to a collision attack together with an appropriate salting
7 policy, or other equivalent or stronger protections.

8 b. EQUIFAX shall implement and maintain adequate access controls,
9 processes, and procedures, the purpose of which shall be to grant access to the EQUIFAX
10 NETWORK only after the user has been properly identified, authenticated, reviewed, and
11 approved.

12 c. EQUIFAX shall as soon as practicable, and within forty-eight (48)
13 hours, terminate access privileges for all persons whose access to the EQUIFAX
14 NETWORK is no longer required or appropriate.

15 d. EQUIFAX shall limit access to PERSONAL INFORMATION by
16 persons accessing the EQUIFAX NETWORK on a least-privileged basis.

17 e. EQUIFAX shall regularly inventory the users who have access to the
18 EQUIFAX NETWORK in order to review and determine whether or not such access
19 remains necessary or appropriate. EQUIFAX shall regularly compare termination lists to
20 user accounts to ensure access privileges have been appropriately terminated. At a
21 minimum, such review shall be performed on a quarterly basis.

22 f. EQUIFAX shall implement and maintain adequate administration
23 processes and procedures to store and monitor the account credentials and access
24 privileges of employees who have privileges to design, maintain, operate, and update the
25 EQUIFAX NETWORK.

26 g. EQUIFAX shall implement and maintain controls to identify and
27 prevent unauthorized devices from accessing the EQUIFAX NETWORK such as a
28 network access controller or similar or more advanced technology.

1 **33. File Integrity Monitoring:** EQUIFAX shall maintain controls designed to
2 provide near real-time notification of unauthorized modifications to the EQUIFAX
3 NETWORK. The notification shall include information available about the modification
4 including, where available, the date of the modification, the source of the modification,
5 the type of modification, and the method used to make the modification.

6 **34. Unauthorized Applications:** EQUIFAX shall maintain controls designed
7 to identify and protect against the execution or installation of unauthorized applications
8 on the EQUIFAX NETWORK.

9 **35. Logging and Monitoring:**

10 a. EQUIFAX shall implement controls the purposes of which shall be to
11 monitor and log material security and operational activities on the EQUIFAX
12 NETWORK, to report anomalous activity through the use of appropriate platforms, and
13 to require that tools used to perform these tasks be appropriately monitored and tested to
14 assess proper configuration and maintenance.

15 b. All SECURITY EVENTS shall immediately be reported to the Chief
16 Information Security Officer and appropriate Business Information Security Officer, and
17 in no event more than eight (8) hours from the identification of the SECURITY EVENT.
18 Any vulnerability that is associated with a SECURITY EVENT shall be remediated
19 within twenty-four (24) hours of the identification of the vulnerability. If that
20 vulnerability cannot be remediated within twenty-four (24) hours of its identification,
21 then EQUIFAX shall implement COMPENSATING CONTROLS or decommission the
22 system within twenty-four (24) hours of the identification of the vulnerability.

23 c. EQUIFAX shall monitor on a daily basis, and shall test on at least a
24 monthly basis, any tool used pursuant to this paragraph, to properly configure, regularly
25 update, and maintain the tool, to ensure that the EQUIFAX NETWORK is adequately
26 monitored.

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1 **36. Change Control:** EQUIFAX shall maintain, regularly review and revise as
2 necessary, and comply with a GOVERNANCE PROCESS established to manage and
3 document changes to the EQUIFAX NETWORK. At a minimum:

4 a. EQUIFAX shall define the roles and responsibilities for those involved
5 in the change control process, including a board responsible for reviewing changes (for
6 ease, hereinafter referred to as the "Change Advisory Board"). The Change Advisory
7 Board shall include stakeholders from the appropriate business and informational
8 technology units. The Change Advisory Board's responsibilities shall include: managing
9 overall change control policies and procedures; providing guidance regarding the overall
10 change control policies and procedures; conducting an annual audit of change requests to
11 ensure that changes to the EQUIFAX NETWORK are properly analyzed and prioritized;
12 and reviewing, approving, evaluating, and scheduling requests for changes to the
13 EQUIFAX NETWORK.

14 b. The change control policies and procedures shall address the process
15 to: request a change to the EQUIFAX NETWORK; determine the priority of the change;
16 determine the change's impact on the EQUIFAX NETWORK, the security of PERSONAL
17 INFORMATION, and EQUIFAX's ongoing business operations; obtain the appropriate
18 approvals from required personnel (e.g., change requester, business unit, Business
19 Information Security Officer, Change Advisory Board); develop, test, and implement the
20 change; and review and test the impact of the change on the EQUIFAX NETWORK and
21 the security of PERSONAL INFORMATION after the change has been made. The
22 change control policies and procedures required by this paragraph shall require that any
23 changes to the EQUIFAX NETWORK be evaluated regarding potential risks, and that all
24 changes receive appropriate additional or heightened (i) analysis, (ii) approvals from
25 required personnel, and (iii) testing.

26 c. Any action with respect to any changes to the EQUIFAX NETWORK
27 (requesting, analyzing, approving, developing, implementing, and reviewing) shall be
28 documented and retained, with the documentation appropriately secured and stored in

1 repositories that are scoped to an application, business unit, and/or geography and are
2 accessible to appropriate security personnel.

3 **37. Asset Inventory:** EQUIFAX shall utilize manual processes and, where
4 practicable, automated tool(s) to regularly inventory and classify, and issue reports on, all
5 assets that comprise the EQUIFAX NETWORK, including but not limited to all software,
6 applications, network components, databases, data stores, tools, technology, and systems.
7 The asset inventory as well as applicable configuration and change management systems
8 shall, at a minimum, collectively identify: (a) the name of the asset; (b) the version of the
9 asset; (c) the owner of the asset; (d) the asset's location within the EQUIFAX NETWORK;
10 (e) the asset's criticality rating; (f) whether the asset collects, processes, or stores
11 PERSONAL INFORMATION; and (g) each security update and security patch applied or
12 installed during the preceding period.

13 **38. Digital Certificates:** EQUIFAX shall implement and maintain a digital
14 certificate management tool or service the purpose of which shall be to inventory digital
15 certificates that expire longer than a week after their creation and that are used to
16 authenticate servers and systems in the EQUIFAX NETWORK. The system or tool
17 required by this paragraph shall manage the life cycle of all such digital certificates,
18 including whether to issue, cancel, renew, reissue, or revoke a digital certificate. The
19 system or tool required by this paragraph shall track the expiration date of any such
20 digital certificate and provide notification of such expiration to the custodian of the
21 certificate key thirty days (30) prior to expiration, ten days (10) prior to expiration, and
22 on the date the digital certificate expires. Digital certificate for purposes of this
23 paragraph shall include a security token, biometric identifier, or a cryptographic key used
24 to protect externally-facing systems and applications.

25 **39. Threat Management:** EQUIFAX shall establish a threat management
26 program which shall include the use of automated tools to continuously monitor the
27 EQUIFAX NETWORK for active threats. EQUIFAX shall monitor on a daily basis, and
28 shall test on at least a monthly basis, any tool used pursuant to this paragraph, to assess

1 whether the monitoring tool is regularly configured, tested, and updated.

2 **40. Updates/Patch Management:** EQUIFAX shall maintain, keep updated,
3 and support the software on the EQUIFAX NETWORK, taking into consideration the
4 impact a software update will have on data security in the context of the EQUIFAX
5 NETWORK and its ongoing business and network operations, and the scope of the
6 resources required to maintain, update, and support the software. At a minimum,
7 EQUIFAX shall also do the following:

8 a. For any software that will no longer be supported by its manufacturer
9 or a third party, EQUIFAX shall commence the evaluation and planning to replace the
10 software or to maintain the software with appropriate COMPENSATING CONTROLS at
11 least two (2) years prior to the date on which the manufacturer's or third party's support
12 will cease, or from the date the manufacturer or third party announces that it is no longer
13 supporting the software if such period is less than two (2) years. If EQUIFAX is unable to
14 commence the evaluation and planning in the timeframe required by this subparagraph,
15 it shall prepare and maintain a written exception that shall include:

16 i. A description of why the exception is appropriate, e.g., what
17 business need or circumstance supports the exception;
18 ii. An assessment of the potential risk posed by the exception; and
19 iii. A description of the schedule that will be used to evaluate and
20 plan for the replacement of the software or addition of any COMPENSATING
21 CONTROLS.

22 b. EQUIFAX shall maintain reasonable controls to address the potential
23 impact security updates and security patches may have on the EQUIFAX NETWORK
24 and shall:

25 i. Maintain a patch management solution(s) to manage software
26 patches that includes the use of automated, standardized patch management distribution
27 tool(s), whenever technically feasible, to: maintain a database of patches; deploy patches
28 to endpoints; verify patch installation; and retain patch history. The patch management

1 program must also have a dashboard or otherwise report on the success, failure, or other
2 status of any security update or security patch; and

3 ii. Maintain a tool that includes an automated Common
4 Vulnerabilities and Exposures (CVE) feed. The CVE tool required by this subparagraph
5 shall provide EQUIFAX regular updates throughout each day regarding known CVEs for
6 vendor-purchased software applications in use within the EQUIFAX NETWORK.

7 EQUIFAX may satisfy its obligations under this subparagraph by using an industry-
8 standard vulnerability scanning tool. The CVE tool required by this subparagraph shall
9 also:

10 (a) Identify, confirm, and enhance discovery of the parts of
11 the EQUIFAX NETWORK that may be subject to CVE events and/or incidents;

12 (b) Scan the EQUIFAX NETWORK for CVEs; and

13 (c) Scan the EQUIFAX NETWORK to determine whether
14 scheduled security updates and patches have been successfully installed, including
15 whether any security updates or patches rated as critical have been installed consistent
16 with the requirement of this Judgment.

17 c. EQUIFAX shall appoint an individual ("Patch Supervisor") who shall
18 report up to the Chief Technology Officer and shall be responsible for overseeing a team
19 ("Patch Management Group") of other individuals responsible for regularly reviewing and
20 maintaining the requirements set forth in this paragraph. The Patch Supervisor and the
21 members of the Patch Management Group shall include persons with appropriate
22 experience and qualifications.

23 d. The Patch Management Group shall be responsible for:

24 i. Monitoring software and application security updates and
25 security patch management, including but not limited to, receiving notifications from the
26 tools installed pursuant to subparagraph (b) and ensuring the appropriate and timely
27 application of all security updates and/or security patches;

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1 ii. Monitoring compliance with policies and procedures regarding
2 ownership, supervision, evaluation, and coordination of the maintenance, management,
3 and application of all security patches and software and application security updates by
4 appropriate information technology (IT) application and system owners;

5 iii. Supervising, evaluating, and coordinating any system patch
6 management tool(s) such as those identified in subparagraph (b); and

7 iv. A training requirement for individuals responsible for
8 implementing and maintaining EQUIFAX's patch management policies.

9 e. EQUIFAX shall use the inventory created pursuant to Paragraph 37
10 in its regular operations to assist in identifying assets within the EQUIFAX NETWORK
11 for purposes of applying security updates or security patches that have been released.

12 f. EQUIFAX shall employ processes and procedures to ensure the timely
13 scheduling and installation of any security update and security patch, considering
14 (without limitation) the severity of the vulnerability for which the update or patch has
15 been released to address, the severity of the issue in the context of the EQUIFAX
16 NETWORK, the impact on EQUIFAX's ongoing business and network operations, and the
17 risk ratings articulated by the relevant software and application vendors or disseminated
18 by the United States Computer Emergency Readiness Team (US-CERT). Such patch
19 management policies shall require EQUIFAX to rate as critical, high, medium, or low all
20 patches and/or updates, rating as "critical" all patches or updates intended to prevent any
21 vulnerability that threatens the safeguarding or security of any PERSONAL
22 INFORMATION maintained on the EQUIFAX NETWORK. If EQUIFAX does not accept
23 or increase the risk ratings disseminated by either a software or application vendor or
24 US-CERT for externally-facing applications on the EQUIFAX NETWORK, EQUIFAX
25 shall identify for any update or patch for which it is attaching the lower risk rating, the
26 assets to which it applies, and create a written explanation that shall include:

27 i. A description of why the lowered risk rating is appropriate, e.g.,
28 what business need or circumstance exists that supports the rating;

- 1 ii. A description of the alternatives that were considered, and why
2 they were not appropriate;
- 3 iii. An assessment of the potential risks posed by the revised risk
4 rating;
- 5 iv. The anticipated length of time for the rating, if the revised risk
6 rating is temporary; and
- 7 v. To the extent applicable, a plan for managing or mitigating
8 those risks identified in subparagraph iii (e.g. COMPENSATING CONTROLS,
9 alternative approaches, methods).

10 The written explanation required by this subparagraph shall be prepared within
11 twenty-four (24) hours of its determination to apply a lower rating, and upon revising the
12 rating, the update or patch shall be treated under EQUIFAX's applicable patch
13 management policies, standards, or procedures in accordance with its revised rating.

14 g. EQUIFAX shall, within twenty-four (24) hours, if feasible, but not
15 later than forty-eight (48) hours of rating any security update or patch as critical, either
16 apply the update or patch to the EQUIFAX NETWORK or take the identified application
17 offline until the update or patch has been successfully applied. If EQUIFAX is not able
18 to, within forty-eight (48) hours of rating any security update or patch as critical, either
19 apply the update or patch to the EQUIFAX NETWORK or take the identified application
20 offline, then EQUIFAX shall apply COMPENSATING CONTROLS as appropriate.

21 h. In connection with the scheduling and installation of any critical
22 patch and/or update, EQUIFAX shall verify that the patch and/or update was applied and
23 installed successfully throughout the EQUIFAX NETWORK. For each security update or
24 security patch rated as critical, EQUIFAX shall maintain records identifying: (1) each
25 critical patch or update that has been applied; (2) the date(s) each patch or update was
26 applied; (3) the assets to which each patch or update was applied; and (4) whether each
27 patch or update was applied and installed successfully (the "Critical Patch Management
28 Records"). The Critical Patch Management Records shall be reviewed on a weekly basis

1 by the Patch Management Group.

2 i. On at least a biannual basis, EQUIFAX shall perform an internal
3 assessment of its management and implementation of security updates and patches for
4 the EQUIFAX NETWORK. This assessment shall identify (i) all known vulnerabilities to
5 the EQUIFAX NETWORK and (ii) the updates or patches applied to address each
6 vulnerability. The assessment will be formally identified, documented, and reviewed by
7 the Patch Management Group.

8 **41. Information Security Program Implementation:** EQUIFAX represents
9 that it has worked and will continue to work in good faith to comply with the
10 requirements of the Information Security Program set forth in this Judgment. As to
11 Paragraphs 24, 25, 26(c), 26(d), 27, 34, 37, and 59, only, the Nevada Attorney General
12 agrees that it shall not commence any action, the purpose of which would be to establish
13 a violation of this order or a finding of contempt until on or after December 31, 2019,
14 subject also to the requirements of Paragraph 82, and that it shall not commence any
15 action, the purpose of which would be to establish a violation of Paragraph 30 or a finding
16 of contempt with respect to that paragraph, until on or after December 31, 2020, subject
17 also to the requirements of Paragraph 82.

18 **CONSUMER-RELATED RELIEF**

19 **42. Extended Credit Monitoring Services:** EQUIFAX shall offer
20 AFFECTED CONSUMERS the opportunity to enroll in credit monitoring services to be
21 provided at no cost for an aggregate of ten (10) years which may be satisfied either
22 through a court-approved settlement in the MULTI-DISTRICT LITIGATION or pursuant
23 to the Federal Trade Commission (FTC) Stipulated Order For Permanent Injunction and
24 Monetary Judgment and the Consumer Financial Protection Bureau (CFPB) Stipulated
25 Order For Permanent Injunction and Monetary Judgment. These credit monitoring
26 services shall consist of the Three-Bureau Credit Monitoring Services set forth in
27 Paragraph 43 and One-Bureau Credit Monitoring Services set forth in Paragraph 44.

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1 **43. Three-Bureau Credit Monitoring Services: AFFECTED CONSUMERS**
2 who file valid claims shall be eligible for at least four (4) years of a free Three-Bureau
3 Credit Monitoring Service. These four (4) years shall be provided in addition to any free
4 credit monitoring services EQUIFAX is currently providing or has previously offered as a
5 result of the 2017 DATA BREACH. The Three-Bureau Credit Monitoring Services will be
6 provided and maintained by an independent third party. The Three-Bureau Credit
7 Monitoring Services shall include:

8 a. Daily consumer CREDIT REPORT monitoring from each of the three
9 nationwide CONSUMER REPORTING AGENCIES (EIS, Experian, TransUnion)
10 showing key changes to one or more of an AFFECTED CONSUMER's CREDIT
11 REPORTS, including automated alerts when the following occur: new accounts are
12 opened; inquiries or requests for an AFFECTED CONSUMER's CREDIT REPORT for the
13 purpose of obtaining credit; changes to an AFFECTED CONSUMER's address; and
14 negative information, including delinquencies or bankruptcies;

15 b. On-demand online access to a free copy of an AFFECTED
16 CONSUMER's Experian CREDIT REPORT, updated on a monthly basis;

17 c. Automated alerts, using public or proprietary data sources, when data
18 elements submitted by an AFFECTED CONSUMER for monitoring, such as Social
19 Security number, email addresses, or credit card numbers, appear on suspicious websites,
20 including websites on the "dark web; and

21 d. One Million Dollars (\$1,000,000) in identity theft insurance to cover
22 costs related to incidents of identity theft or identity fraud, with coverage prior to the
23 AFFECTED CONSUMER's enrollment in the Three-Bureau Credit Monitoring Service,
24 provided the costs result from a stolen identity event first discovered during the policy
25 period and subject to the terms of the insurance policy.

26 **44. One-Bureau Credit Monitoring Services: AFFECTED CONSUMERS**
27 who file valid claims and enroll in Three-Bureau Credit Monitoring Services shall be
28 eligible for single-bureau credit monitoring services ("One-Bureau Credit Monitoring

Services"). EQUIFAX shall provide One-Bureau Credit Monitoring Services upon expiration of the Three-Bureau Credit Monitoring Services to AFFECTED CONSUMERS who enroll in the Three-Bureau Credit Monitoring Services. EQUIFAX shall provide One-Bureau Credit Monitoring Services for the period of time necessary for the aggregate number of years of credit monitoring provided under Paragraphs 43 and 44 to equal ten (10) years. The cost of the One-Bureau Credit Monitoring Services shall not be paid from the Consumer Restitution Fund described in Section V. of this Judgment. One-Bureau Credit Monitoring Services will include the following:

a. Daily CREDIT REPORT monitoring from EQUIFAX showing key changes to an AFFECTED CONSUMER's EIS CREDIT REPORT including automated alerts when the following occur: new accounts are opened; inquiries or requests for an AFFECTED CONSUMER's CREDIT REPORT for the purpose of obtaining credit; changes to an AFFECTED CONSUMER's address; and negative information, such as delinquencies or bankruptcies.

b. On-demand online access to a free copy of an AFFECTED CONSUMER's EIS CREDIT REPORT, updated on a monthly basis; and

c. Automated alerts using certain available public and proprietary data sources when data elements submitted by an AFFECTED CONSUMER for monitoring, such as Social Security numbers, email addresses, or credit card numbers, appear on suspicious websites, including websites on the "dark web."

45. For any AFFECTED CONSUMERS who were under the age of 18 on May 13, 2017, EQUIFAX shall offer these consumers who make valid claims the opportunity to enroll in credit monitoring to achieve an aggregate of eighteen (18) years of continuous credit monitoring at no cost which may be satisfied either through a court-approved settlement in the MULTI-DISTRICT LITIGATION or pursuant to the FTC Stipulated Order For Permanent Injunction and Monetary Judgment and the CFPB Stipulated Order For Permanent Injunction and Monetary Judgment. These services shall include:

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1 a. At least four (4) years of Three-Bureau Credit Monitoring Services,
2 except that during the period when an AFFECTED CONSUMER is under the age of 18,
3 the services provided will be child monitoring services where the parent or guardian can
4 enroll the AFFECTED CONSUMER under the age of 18 to receive the following services:
5 alerts when data elements submitted for monitoring appear on suspicious websites, such
6 as websites on the "dark web;" and alerts when the Social Security number of an
7 AFFECTED CONSUMER under the age of 18 is associated with new names or addresses
8 or the creation of a CREDIT REPORT at one or more of the three nationwide CREDIT
9 REPORTING AGENCIES.

10 b. Followed by no more than fourteen (14) years of One-Bureau Credit
11 Monitoring Services, except that during the period when an AFFECTED CONSUMER is
12 under the age of 18, EQUIFAX will provide child monitoring services where the parent or
13 guardian can enroll the AFFECTED CONSUMER under the age of 18 in these services
14 and must validate their status as guardian. These child monitoring services include:
15 alerts when data elements such as a Social Security number submitted for monitoring
16 appear on suspicious websites, including websites on the "dark web;" for minors who do
17 not have an EIS CREDIT REPORT, an EIS CREDIT REPORT is created, locked, and
18 then monitored, and for minors with an EIS CREDIT REPORT, their EIS CREDIT
19 REPORT is locked and then monitored.

20 46. EIS shall offer all United States consumers two free copies of their EIS
21 CREDIT REPORT every 12 months, for at least five (5) years from the implementation of
22 this paragraph. EQUIFAX shall implement this paragraph by December 31, 2019.

23 47. Consistent with, and as required by federal law, EIS shall not collect any
24 fees for creating an EIS CREDIT FILE in connection with a request from a PROTECTED
25 INDIVIDUAL to place a security freeze on his/her EIS CREDIT FILE. Additionally, EIS
26 shall not collect any fees for placing, temporarily lifting, or removing a security freeze on
27 an EIS CREDIT FILE.

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1 48. EQUIFAX shall continue to refrain from charging consumers any fees for
2 any 2017 BREACH RESPONSE SERVICES AND PRODUCTS.

3 49. EQUIFAX shall not request or collect payment information (such as
4 payment card information or financial account information) from consumers during their
5 enrollment process for any 2017 BREACH RESPONSE SERVICES AND PRODUCTS
6 regardless of whether such enrollment is or was ultimately completed. This paragraph
7 shall have no impact on prior or future collection of such information if collected for
8 EQUIFAX products or services outside of any 2017 BREACH RESPONSE SERVICES
9 AND PRODUCTS.

10 50. EQUIFAX, including by or through any partner, affiliate, agent, or third
11 party, shall not use any information provided by consumers (or the fact that the consumer
12 provided information) to enroll, or to attempt to enroll, those consumers in the 2017
13 BREACH RESPONSE SERVICES AND PRODUCTS to sell, upsell, or directly market or
14 advertise its FEE-BASED PRODUCTS OR SERVICES. Nothing in this paragraph, or in
15 this Judgment, shall relieve EQUIFAX of any obligation, or prevent EQUIFAX from
16 complying with its obligations, under federal and/or state law to offer and/or advertise
17 security freezes.

18 51. Consistent with, and as required by federal law, EQUIFAX shall provide
19 information regarding security freezes on its website. EQUIFAX shall not dissuade
20 consumers from placing or choosing to place a security freeze. Should EQUIFAX offer
21 any standalone product or service as an alternative with substantially similar features as
22 a security freeze (e.g., Lock & Alert), it shall not seek to influence or persuade consumers
23 to choose the alternative product or service instead of a security freeze.

24 52. EQUIFAX shall not require consumers to agree to arbitrate disputes with
25 EQUIFAX or waive class action rights or any other private right of action against
26 EQUIFAX when receiving or enrolling in any 2017 BREACH RESPONSE SERVICES
27 AND PRODUCTS.

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1 53. **Dedicated Resources for Continued 2017 BREACH RESPONSE:** For
2 a period of three (3) years from the EFFECTIVE DATE, EQUIFAX shall devote
3 reasonable and sufficient resources focused on administering its efforts to support
4 consumers related to the 2017 DATA BREACH ("2017 BREACH RESPONSE"), including
5 but not limited to:

6 a. Maintaining all consumer-facing internet tools and applications in
7 such a manner that they work reliably and quickly;

8 b. Establishing and maintaining sufficient staffing levels to handle the
9 volume of consumer traffic;

10 c. Training employees to provide relevant, useful, and accurate
11 information to consumers who contact EQUIFAX regarding the 2017 DATA BREACH;

12 d. Promptly handling requests by consumers to place fraud alerts or
13 security freezes consistent with, and as required by, federal law; and

14 e. Ensuring that the online resources are compliant with the Americans
15 with Disabilities Act (ADA).

16 54. EQUIFAX shall make the following digital communications available in
17 Spanish, Chinese, Tagalog, Vietnamese, Arabic, French, and Korean: (1) within sixty (60)
18 days of content being finalized, all webpages that EQUIFAX makes available on its
19 website, or on any website that it operates or controls that are dedicated to describing the
20 terms of this Judgment and any benefits available under the Judgment; (2) all legally-
21 required consumer notices regarding any future data breach that are made available on
22 its website, or on any website that it operates or controls; and (3) all notices and claim
23 forms that are made available on any website operated by the settlement administrator.
24 EQUIFAX may satisfy its obligation under this paragraph by providing an automated
25 translation function on the applicable web page(s) which automatically translates all
26 content capable of being translated by the selected translation tool, which, at a minimum,
27 shall translate text appearing directly on the website.

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1 **55. Placing Freezes for PROTECTED INDIVIDUALS:**

2 a. Pursuant to Paragraph 51 and consistent with, and as required by,
3 federal law, EQUIFAX shall provide information regarding security freezes on its
4 webpage, including information on placing a security freeze on behalf of PROTECTED
5 INDIVIDUALS.

6 b. EIS shall place, temporarily lift, and remove a security freeze for a
7 PROTECTED INDIVIDUAL consistent with and as required by federal law.

8 c. EIS shall make good faith efforts to evaluate methods by which
9 representatives of PROTECTED INDIVIDUALS may place, temporarily lift, or remove
10 freezes on behalf of PROTECTED INDIVIDUALS and submit any required
11 documentation via a secure online connection on EQUIFAX's website and take steps to
12 implement such method(s) to the extent they are reasonably feasible and can be
13 accomplished in a manner that complies with federal law.

14 **56. Consumer Assistance Process:** As part of or in addition to that which is
15 required by federal and state law, EIS shall continue to offer direct assistance, processes,
16 and informational resources to United States consumers who have questions about their
17 EIS CREDIT FILE, who wish to place a fraud alert and/or security freeze on their EIS
18 CREDIT FILE, or who have or may have been the victim of fraud or identity theft.
19 These processes shall include the ability for consumers to contact EIS online, by toll-free
20 phone numbers, and by United States mail, or any other reasonably accessible means
21 established by EIS to communicate directly with consumers.

22 a. At a minimum, EIS shall:

23 i. Handle consumer complaints regarding identity theft or
24 fraudulent activity, which may include dedicated teams to review and handle referred
25 complaints by the Consumer Financial Protection Bureau, Federal Trade Commission, or
26 other equivalent federal agency, and the Nevada Attorney General;

27 ii. Provide direct assistance and informational resources,
28 including, for example, sample template letters and checklists, to help consumers

1 understand their EIS CREDIT FILES and submit disputes related to their EIS CREDIT
2 FILES;

3 iii. Assist consumers in fulfilling requests for fraud alerts and
4 placing, temporarily lifting, or removing a security freeze on their EIS CREDIT FILE, as
5 well as provide information on how to contact the other CONSUMER REPORTING
6 AGENCIES to place, temporarily lift, or remove a security freeze;

7 iv. Fulfill its responsibilities to REINVESTIGATE consumers'
8 disputes that information on their EIS CREDIT FILE is inaccurate or incomplete
9 including, as appropriate, escalating disputes for fraud and identity theft to agents
10 specially trained in fraud and identity theft protection;

11 v. Maintain enhanced consumer dispute results letters to assist
12 consumers in understanding the basis and results of EIS's REINVESTIGATION process,
13 including the actions taken by EIS as a result of the consumer's dispute, the role of the
14 FURNISHER in the REINVESTIGATION process, the results of the dispute including
15 any modified or deleted information, and the options the consumer may take if
16 dissatisfied with the results of the REINVESTIGATION;

17 vi. Provide informational resources on what supporting and
18 relevant consumer documents may assist a consumer in disputing information on his/her
19 EIS CREDIT FILE and the methods available for consumers to submit documents;

20 vii. Assist consumers who contact EIS in understanding the basis
21 for when EIS declines to block or rescinds a block of information previously disputed as a
22 result of an alleged identity theft;

23 viii. Assist consumers disputing inaccurate or fraudulent
24 information and/or accounts by facilitating dispute or REINVESTIGATION requests with
25 FURNISHERS via the Automated Consumer Dispute Verification (ACDV) process; and

26 ix. Refer consumers to available federal, state, and/or local
27 resources for additional information about consumer rights and identity theft protection
28 measures, such as the sources found at <https://www.identitytheft.gov>.

1 b. EIS shall provide direct assistance to members of the United States
2 armed forces, including without limitation members of the National Guard and military
3 reserve, (collectively "Service Members"), or their spouses or other dependents
4 (collectively "Military Families"). At a minimum, EIS shall train a department or group
5 to: help Service Members and Military Families review their EIS CREDIT FILES; review
6 complaints regarding identity theft or fraudulent activity; and help Service Members and
7 Military Families place a security freeze on their EIS CREDIT FILES and implement
8 active duty alerts.

9 c. EQUIFAX shall designate a department or group to act as the point of
10 contact for the Nevada Attorney General to directly contact and which will provide
11 assistance to consumers who have submitted complaints to the Nevada Attorney
12 General's Office. This department or group shall be trained in the specific provisions of
13 this paragraph.

14 d. EQUIFAX shall develop a method to identify and track consumer
15 complaints related to the 2017 DATA BREACH and report these metrics to the
16 MULTISTATE LEADERSHIP COMMITTEE as part of the Consumer Remedies Reports
17 required by Paragraph 62 of this Judgment.

18 e. Disclosure of the Consumer Assistance Process

19 i. EQUIFAX shall CLEARLY AND CONSPICUOUSLY disclose
20 on its website the following components of the Consumer Assistance Process: the
21 existence of the processes and informational resources offered by EQUIFAX; the content
22 of and how to access an EIS CREDIT FILE; the methods to request a fraud or active duty
23 alert, or take advantage of any security freeze feature on an EIS CREDIT FILE; the
24 methods to dispute the accuracy or completeness of an item on an EIS CREDIT FILE;
25 and informational materials for Service Members and Military Families. EQUIFAX may
26 comply with this paragraph by: (1) maintaining a dedicated website page that describes
27 or provides the resources set forth above; and (2) providing the consumer with a link to
28 said dedicated website page.

1 ii. For telephone calls with consumers related to the 2017 DATA
2 BREACH, EQUIFAX shall train staff to be prepared to discuss or address in appropriate
3 circumstances: the existence of the processes and informational resources offered by
4 EQUIFAX; the content of and how to access an EIS CREDIT FILE; the methods to
5 request a fraud or active duty alert, or take advantage of any security freeze feature on
6 an EIS CREDIT FILE; the methods to dispute the accuracy or completeness of an item on
7 an EIS CREDIT FILE; and informational materials for Service Members and Military
8 Families. EQUIFAX shall also maintain documentation of this training.

9 f. EQUIFAX shall maintain reasonable and sufficient staffing levels,
10 resources, and support necessary to respond to foreseeable consumer contact volume.

11 g. The Nevada Attorney General agrees that it shall not commence any
12 action, the purpose of which would be to establish a violation of this paragraph or a
13 finding of contempt with respect to this paragraph, until on or after December 31, 2019,
14 subject also to the requirements of Paragraph 82.

15 **57. Declining to Block Information in a CREDIT FILE:** If EIS declines to
16 block, as that term is used in FCRA, or rescinds any block on, the information in a
17 CREDIT FILE that the consumer identifies as information that resulted from an alleged
18 identity theft, EIS shall provide the consumer with additional steps the consumer can
19 take if the REINVESTIGATION of such information results in the information remaining
20 on the consumer's CREDIT FILE, including his/her ability to utilize the Escalated
21 Identity Theft Block Process set forth in Paragraph 58. EIS can choose to satisfy this
22 provision by drafting a form letter to send to consumer that provides this information.
23 This paragraph shall not limit or restrict EIS's ability to designate a dispute filing
24 frivolous or abusive disputes pursuant to 15 U.S.C. § 1681i(a)(3). The Nevada Attorney
25 General agrees that it shall not commence any action, the purpose of which would be to
26 establish a violation of this paragraph or a finding of contempt with respect to this
27 paragraph, until on or after December 31, 2019, subject also to the requirements of
28 Paragraph 82.

1 **58. Escalated Identity Theft Block Process:** If a consumer complains to a
2 State Attorney General that EIS declined to either block information or rescind the block
3 of information, the Nevada Attorney General may send such complaint to the department
4 or group designated pursuant to Paragraph 56(c) of this Judgment. Upon referral, EIS
5 will review and process the consumer's identity theft report and shall take appropriate
6 action to block the noted information or decline to block or rescind a block, as applicable,
7 from the consumer's EIS CREDIT FILE. This paragraph shall not limit or restrict EIS's
8 ability to designate a dispute filing frivolous or abusive disputes pursuant to 15 U.S.C.
9 § 1681i(a)(3).

10 **59. Consumer Transparency:** EQUIFAX shall post on the homepage of any
11 website owned or controlled by EQUIFAX: a notice that details categories of the
12 PERSONAL INFORMATION EQUIFAX collects and maintains, including NON-FCRA
13 INFORMATION; how EQUIFAX collects the PERSONAL INFORMATION; how
14 EQUIFAX uses the PERSONAL INFORMATION; how EQUIFAX protects the
15 PERSONAL INFORMATION; whether EQUIFAX shares the PERSONAL
16 INFORMATION with others, and if so, what PERSONAL INFORMATION is shared and
17 the categories of persons or entities with whom the PERSONAL INFORMATION is
18 shared; and whether consumers have control over their PERSONAL INFORMATION,
19 and if so, what kind of control they have and how to exercise the control. If EQUIFAX's
20 PERSONAL INFORMATION practices change, the notice shall be updated to reflect
21 those changes. EQUIFAX may comply with this paragraph by including this information
22 in its online privacy notices.

23 **60.** Unless otherwise specified herein, Paragraphs 42 through 59 shall apply for
24 seven (7) years from the EFFECTIVE DATE.

25 **ASSESSMENT AND REPORTING REQUIREMENTS TO THE ATTORNEY**
26 **GENERAL**

27 **61. Third-Party Assessment:** During the time period established in
28 Paragraph 13, EQUIFAX shall obtain from an independent third party an initial

1 assessment, followed by biennial assessments of the Information Security Program
2 required under the terms of this Judgment (the “Third-Party Assessments”). The Third-
3 Party Assessments required by this paragraph shall be conducted by a third-party (the
4 “Third-Party Assessor”).

5 a. The findings of each of the Third-Party Assessments shall be
6 documented in individual reports (the “Third-Party Assessor’s Reports”) that shall:

7 i. Identify the specific administrative, technical, and physical
8 safeguards maintained by EQUIFAX’s Information Security Program;

9 ii. Document the extent to which the identified administrative,
10 technical and physical safeguards are appropriate considering EQUIFAX’s size and
11 complexity, the nature and scope of EQUIFAX’s activities, and the sensitivity of the
12 PERSONAL INFORMATION maintained on the EQUIFAX NETWORK; and

13 iii. Assess the extent to which the administrative, technical, and
14 physical safeguards that have been implemented by EQUIFAX meet the requirements of
15 the Information Security Program.

16 b. EQUIFAX may fulfill its assessment and reporting obligations under
17 this paragraph by providing a copy of the Third Party Assessor’s Report required under
18 the FTC Stipulated Order For Permanent Injunction and Monetary Judgment and the
19 CFPB Stipulated Order For Permanent Injunction and Monetary Judgment (the “Federal
20 Security Assessment Report”) to the California Attorney General’s Office during the time
21 period set forth in Paragraph 13. The California Attorney General’s Office may provide a
22 copy of the Federal Security Assessment Report received from EQUIFAX to the Nevada
23 Attorney General’s Office upon request.

24 c. Any Third Party Assessor’s Report provided pursuant to this
25 paragraph and all information contained therein, to the extent permitted by the laws of
26 the State of Nevada shall be treated by the Nevada Attorney General’s Office as
27 confidential; shall not be shared or disclosed except as described in subsection b; and
28 shall be treated by the Nevada Attorney General’s Office as exempt from disclosure under

1 the relevant public records laws of the State of Nevada. In the event that the Nevada
2 Attorney General's Office receives any request from the public to inspect any Third Party
3 Assessor's Report provided pursuant to this paragraph or other confidential documents
4 under this Judgment and believes that such information is subject to disclosure under the
5 relevant public records laws, the Attorney General's Office agrees to provide EQUIFAX
6 with at least ten (10) days advance notice before producing the information, to the extent
7 permitted by state law (and with any required lesser advance notice), so that EQUIFAX
8 may take appropriate action to defend against the disclosure of such information. The
9 notice under this paragraph shall be provided consistent with the notice requirements
10 contained in Paragraph 81. Nothing contained in this subparagraph shall alter or limit
11 the obligations of the Nevada Attorney General that may be imposed by the relevant
12 public records laws of the State of Nevada, or by order of any court, regarding the
13 maintenance or disclosure of documents and information supplied to the Nevada Attorney
14 General except with respect to the obligation to notify EQUIFAX of any potential
15 disclosure.

16 **62. Consumer Relief and Internal Metrics Report:** EQUIFAX shall
17 prepare a report regarding its compliance with Paragraphs 53, 55, and 56 ("Consumer
18 Remedies Report") as outlined below.

19 a. The reporting periods for the Consumer Remedies Reports must cover:
20 (1) the first one-hundred and eighty (180) days after the EFFECTIVE DATE for the
21 initial Consumer Remedies Report; and (2) each one-year period thereafter for the
22 following five (5) years.

23 b. The Consumer Remedies Reports shall include the following
24 information and metrics:

25 i. An organizational chart identifying the individuals employed or
26 contracted by EQUIFAX to respond to consumer complaints related to the 2017 DATA
27 BREACH as specified in Paragraph 56(d) and complaints submitted through a State
28 Attorney General as specified in Paragraph 56(c), identified by their titles with a number

1 designating how many staff are assigned to each position;

2 ii. A description of the training EQUIFAX provides to first-line
3 employees or contractors responsible for directly responding to consumers;

4 iii. A count of the number of complaints EQUIFAX received,
5 broken down by telephone, email, or regular mail, in which the consumer's complaint
6 relates to the 2017 DATA BREACH as specified in Paragraph 56(d);

7 iv. The number of fraud alerts placed on EIS CREDIT FILES for
8 United States consumers;

9 v. The number of security freezes placed, temporarily lifted, or
10 permanently removed on EIS CREDIT FILES;

11 vi. The number of security freezes placed on behalf of
12 PROTECTED CONSUMERS on EIS CREDIT FILES;

13 vii. The number of complaints received by EQUIFAX from the
14 Nevada Attorney General's Office pursuant to Paragraph 56(c); and

15 viii. For the complaints listed in subsection vii EQUIFAX shall
16 indicate whether they were resolved within fifteen (15) business days.

17 c. Each Consumer Remedies Report must be completed within sixty (60)
18 days after the end of the reporting period to which the Consumer Remedies Report
19 applies. EQUIFAX shall provide a copy of the Consumer Remedies Report to the
20 California Attorney General's Office within ten (10) business days of the completion of the
21 Consumer Remedies Report.

22 d. The California Attorney General's Office may provide a copy of the
23 Consumer Remedies Reports received from EQUIFAX to the Nevada Attorney General
24 upon request.

25 e. The Consumer Remedies Reports and all information contained
26 therein, to the extent permitted by the laws of the State of Nevada: shall be treated by
27 the Nevada Attorney General's Office as confidential; shall not be shared or disclosed
28 except as described in subsection (d); and shall be treated by the Nevada Attorney

1 General's Office as exempt from disclosure under the relevant public records laws of the
2 State of Nevada. In the event that the Nevada Attorney General's Office receives any
3 request from the public for a Consumer Remedies Report or other confidential documents
4 under this Judgment and believes that such information is subject to disclosure under the
5 relevant public records laws, the Nevada Attorney General's Office agrees to provide
6 EQUIFAX with at least ten (10) days advance notice before producing the information, to
7 the extent permitted by state law (and with any required lesser advance notice), so that
8 EQUIFAX may take appropriate action to defend against the disclosure of such
9 information. The notice under this paragraph shall be provided consistent with the
10 notice requirements contained in Paragraph 81. Nothing contained in this subparagraph
11 shall alter or limit the obligations of the Nevada Attorney General that may be imposed
12 by the relevant public records laws of the State of Nevada, or by order of any court,
13 regarding the maintenance or disclosure of documents and information supplied to
14 Nevada Attorney General except with respect to the obligation to notify EQUIFAX of any
15 potential disclosure.

16 **IV. DOCUMENT RETENTION**

17 63. EQUIFAX shall retain and maintain the reports, records, exceptions,
18 information and other documentation required by Paragraphs 31.a), 36.c), 37, 40.a), 40.f),
19 40.h), 40.i), 61, and 62 for a period of no less than seven (7) years.

20 **V. CONSUMER RESTITUTION**

21 64. **Consumer Restitution Fund:**

22 a. EQUIFAX shall pay the ATTORNEYS GENERAL an amount of at
23 least Three Hundred Million Dollars (\$300,000,000), and no more than Four Hundred
24 and Twenty-Five Million (\$425,000,000), for the purpose of providing restitution to
25 AFFECTED CONSUMERS, including the cost of the Three-Bureau Credit Monitoring
26 Services set forth in Paragraph 43 and the monitoring for minors set forth in Paragraph
27 45(a).

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1 b. The payment/s required by this paragraph may be satisfied in its or
2 their entirety by Equifax Inc., making the payments described in subsection (a) into a
3 fund (the "Consumer Restitution Fund") established pursuant to a court-approved
4 settlement in the MULTI-DISTRICT LITIGATION that pays for restitution and redress
5 to AFFECTED CONSUMERS that includes the Three-Bureau Credit Monitoring Services
6 set forth in Paragraph 43 and the monitoring for minors set forth in Paragraph 45(a) and
7 may also include other restitution and redress to AFFECTED CONSUMERS provided
8 through the MULTI-DISTRICT LITIGATION.

9 c. The Consumer Restitution Fund shall be established and
10 administered, payments shall be made by Equifax Inc., and consumer restitution shall be
11 disbursed from the Consumer Restitution Fund in accordance with the terms of the court-
12 approved settlement in the MULTI-DISTRICT LITIGATION.

13 d. If the FTC and the CFPB jointly issue a written notice of termination
14 pursuant Section XI(A) of the FTC Stipulated Order For Permanent Injunction and
15 Monetary Judgment and Section XI(A) of the CFPB Stipulated Order For Permanent
16 Injunction and Monetary Judgment, the Nevada Attorney General and EQUIFAX agree
17 that the payment/s required by this paragraph may instead be satisfied in its or their
18 entirety by:

19 i. EQUIFAX making payments in accordance with the terms of
20 the FTC and CFPB Stipulated Orders For Permanent Injunction and Monetary
21 Judgment. Such amounts shall be deposited into a fund and administered by the FTC or
22 its designee in accordance with the terms of the FTC and CFPB Stipulated Orders for
23 Permanent Injunction and Monetary Judgment to be used for consumer restitution and
24 redress on behalf of the FTC, CFPB, and ATTORNEYS GENERAL; and

25 ii. The MULTISTATE LEADERSHIP COMMITTEE and
26 EQUIFAX will coordinate with the FTC and/or CFPB so that AFFECTED CONSUMERS
27 receive materially similar restitution as that set forth in Paragraphs 43 and 45(a) of this
28 Judgment.

1 **VI. MONETARY PAYMENT**

2 65. No later than thirty (30) days after the EFFECTIVE DATE, Equifax Inc.,
3 shall pay a total of One Hundred and Seventy Five Million Dollars (\$175,000,000.00) to
4 the ATTORNEYS GENERAL, which is to be divided amongst the ATTORNEYS
5 GENERAL. The amount apportioned to Nevada is to be paid by Equifax Inc., directly to
6 the Nevada Attorney General in an amount to be designated by and in the sole discretion
7 of the MULTISTATE LEADERSHIP COMMITTEE. The amounts and wiring
8 instructions shall be provided to Equifax Inc., no later than seven (7) days after the
9 EFFECTIVE DATE. If the Court has not entered this Judgment by the EFFECTIVE
10 DATE, Equifax Inc., shall make the payment within thirty (30) days of the EFFECTIVE
11 DATE or within fourteen (14) days of the entry of the Judgment, whichever is later.
12 These funds shall be used, at the sole discretion of the Nevada Attorney General for any
13 use permitted by law as authorized by the Legislature or the Interim Finance Committee,
14 including but not limited to the following: (1) For administration and enforcement of
15 Nevada Revised Statutes chapter 598; (2) To establish or support public or private
16 programs and efforts designed to prevent or ameliorate the impacts of unfair or deceptive
17 trade practices against Nevadans, including but not limited to, education, outreach, and
18 other programs or uses permitted by state law; and (3) for any other lawful purpose.

19 **VII. RELEASE**

20 66. Following full payment of the amounts due under this Judgment, the
21 Nevada Attorney General shall release and discharge EQUIFAX and its directors,
22 officers, and employees from all civil claims alleged in the Complaint, and any claims that
23 it could have brought based on EQUIFAX's conduct related to the 2017 DATA BREACH
24 under NRS 598.0903 et seq. and NRS 603A.010-.290, the Fair Credit Reporting Act, 15
25 U.S.C. § 1681 et seq. and any state credit reporting law, or common law claims, including
26 those concerning unfair, deceptive, or fraudulent trade practices. Nothing contained in
27 this paragraph shall be construed to limit the ability of the Nevada Attorney General to
28 enforce the obligations that EQUIFAX has under this Judgment.

1 67. Notwithstanding any term of this Judgment, any and all of the following
2 forms of liability are specifically reserved and excluded from the release in Paragraph 66
3 as to any entity or person, including EQUIFAX:

4 a. Any criminal liability that any person or entity, including EQUIFAX,
5 has or may have to the States.

6 b. Any civil or administrative liability that any person or entity,
7 including EQUIFAX, has or may have to the States under any statute, regulation or rule
8 giving rise to, any and all of the following claims:

9 i. State or federal antitrust violations;

10 ii. State or federal securities violations; or

11 iii. State or federal tax claims.

12 68. Nothing in this Judgment shall be construed as excusing or exempting
13 EQUIFAX from complying with any state or federal law, rule, or regulation, nor shall any
14 of the provisions of this Judgment be deemed to authorize or require EQUIFAX to engage
15 in any acts or practices prohibited by any law, rule, or regulation.

16 **VIII. NO ADMISSION OF LIABILITY**

17 69. **Violations of Law:** In stipulating to the entry of this Judgment, EQUIFAX
18 does not admit to any violation of or liability arising from any state, federal, or local law.

19 70. **Admissions of Fact:** EQUIFAX does not admit to any fact alleged in the
20 Complaint, except admits that on March 8, 2017, it received notification of a vulnerability
21 in Apache Struts open-source software (CVE-2017-5638) prior to the 2017 DATA
22 BREACH.

23 71. Nothing contained in this Judgment shall be construed as an admission or
24 concession of liability by EQUIFAX, or create any third-party beneficiary rights or give
25 rise to or support any right of action in favor of any consumer or group of consumers, or
26 confer upon any person other than the parties hereto any rights or remedies. By entering
27 into this Judgment, EQUIFAX does not intend to create any legal or voluntary standard
28 of care and expressly denies that any practices, policies, or procedures inconsistent with

1 those set forth in this Judgment violate any applicable legal standard. This Judgment is
2 not intended to be and shall not be construed as, deemed to be, represented as, or relied
3 upon in any manner by any party in any civil, criminal, or administrative proceeding
4 before any court, administrative agency, arbitration, or other tribunal as an admission,
5 concession, or evidence that EQUIFAX has violated any federal, state, or local law, or
6 that EQUIFAX's current or prior practices related to the 2017 DATA BREACH or its
7 information security program is or was not in accordance with any federal, state, or local
8 law.

9 **IX. GENERAL PROVISIONS**

10 72. Nothing herein shall be construed to exonerate any failure to comply with
11 any provision of this Judgment after the EFFECTIVE DATE, or to compromise the
12 authority of the Nevada Attorney General to initiate a proceeding for any failure to
13 comply with this Judgment.

14 73. Nothing in this Judgment shall be construed to limit the authority or ability
15 of the Nevada Attorney General to protect the interests of Nevada or the people of
16 Nevada. This Judgment shall not bar the Nevada Attorney General or any other
17 governmental entity from enforcing laws, regulations, or rules against EQUIFAX for
18 conduct subsequent to or otherwise not covered by this Judgment. Further, nothing in
19 this Judgment shall be construed to limit the ability of the Nevada Attorney General to
20 enforce the obligations that EQUIFAX has under this Judgment.

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

25 75. EQUIFAX shall deliver a copy of this Judgment to, and otherwise fully
26 apprise, its Chief Executive Officer, Chief Technology Officer, Chief Information Security
27 Officer, each of its Business Information Security Officers, Patch Supervisor designated
28 pursuant to this Judgment, General Counsel, and Board of Directors within ninety (90)

1 days of the EFFECTIVE DATE. To the extent EQUIFAX replaces any of the above listed
2 officers, counsel, or Directors, EQUIFAX shall deliver a copy of this Judgment to their
3 replacements within ninety (90) days from the date on which such person assumes
4 his/her position with EQUIFAX.

5 76. EQUIFAX shall pay all court costs associated with the filing of this
6 Judgment.

7 77. EQUIFAX shall not participate in any activity or form a separate entity or
8 corporation for the purpose of engaging in acts or practices in whole or in part that are
9 prohibited by this Judgment or for any other purpose that would otherwise circumvent
10 any term of this Judgment. EQUIFAX shall not knowingly cause, permit, or encourage
11 any other persons or entities acting on its behalf, to engage in practices prohibited by this
12 Judgment.

13 78. EQUIFAX agrees that this Judgment does not entitle it to seek or to obtain
14 attorneys' fees as a prevailing party under any statute, regulation, or rule, and EQUIFAX
15 further waives any right to attorneys' fees that may arise under such statute, regulation,
16 or rule.

17 79. This Judgment shall not be construed to waive any claims of sovereign
18 immunity Nevada may have in any action or proceeding.

19 80. If any portion of this Judgment is held invalid or unenforceable, the
20 remaining terms of this Judgment shall not be affected and shall remain in full force and
21 effect.

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1 81. Whenever EQUIFAX shall provide notice to the Nevada Attorney General
2 under this Judgment, that requirement shall be satisfied by sending notice to:

3 AARON D. FORD
4 Attorney General
5 ERNEST D. FIGUEROA
6 Consumer Advocate
7 LAURA M. TUCKER
8 Senior Deputy Attorney General
9 State of Nevada, Office of the Attorney General
10 Bureau of Consumer Protection
11 8945 W. Russell Road, #204
12 Las Vegas, Nevada 89148
13 lmtucker@ag.nv.gov

14 Any notices or other documents sent to EQUIFAX pursuant to this Judgment shall
15 be sent to the following address:

16 Chief Legal Officer
17 Equifax Inc.
18 1550 Peachtree Street, N.W.
19 Atlanta, GA 30309

20 Phyllis Sumner
21 King & Spalding LLP
22 1180 Peachtree Street, N.E.
23 Suite 1600
24 Atlanta, GA 30309

25 Zachary Fardon
26 King & Spalding LLP
27 444 West Lake Street
28 Suite 1650
29 Chicago, IL 60606

30 All notices or other documents to be provided under this Judgment shall be sent by
31 United States mail, certified mail return receipt requested, or other nationally recognized
32 courier service that provides for tracking services and identification of the person signing
33 for the notice or document, and shall have been deemed to be sent upon mailing. Any
34 party may update its designee or address by sending written notice to the other party
35 informing them of the change.

1 82. If the Nevada Attorney General reasonably believes that EQUIFAX has
2 failed to comply with any of Paragraphs 9 through 63 of this Judgment, and if in the
3 Nevada Attorney General's sole discretion the failure to comply does not threaten the
4 health or safety of the citizens of the State of Nevada and/or does not create an
5 emergency requiring immediate action, the Nevada Attorney General shall provide notice
6 to EQUIFAX of such alleged failure to comply and EQUIFAX shall have thirty (30) days
7 from receipt of such notice to provide a good faith written response, including either a
8 statement that EQUIFAX believes it is in full compliance with the relevant provision or a
9 statement explaining how the violation occurred, how it has been addressed or when it
10 will be addressed, and what EQUIFAX will do to make sure the violation does not occur
11 again. The Nevada Attorney General may agree to provide EQUIFAX with more than
12 thirty (30) days to respond. The Nevada Attorney General shall receive and consider the
13 response from EQUIFAX prior to initiating any proceeding for any alleged failure to
14 comply with this Judgment.

15 83. In the event that technological or industry developments or other
16 intervening changes in law or fact cause EQUIFAX to believe that elimination or
17 modification of this Judgment is warranted or appropriate, EQUIFAX will provide notice
18 to the Nevada Attorney General. If the Parties reach a mutual agreement that
19 elimination or modification of a provision is appropriate, they may jointly petition the
20 Court to eliminate or modify such provision. If the Parties fail to reach an agreement,
21 EQUIFAX may petition the Court to eliminate or modify such provision.

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

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1 85. The clerk is ordered to enter this Judgment forthwith.

2 Dated this 22nd day of July, 2019.

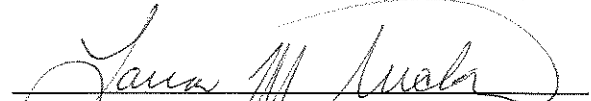
3 SUBMITTED BY:

4 AARON D. FORD

5 Attorney General


6 ERNEST D. FIGUEROA

7 Consumer Advocate

8 

9 LAURA M. TUCKER (Bar No. 013268)
10 Senior Deputy Attorney General
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Defendant Equifax Inc.



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