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11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 STATE OF NEVADA,)
14) CASE NO.: A-21-830910-B
15 Plaintiff,) DEPT NO.: 13
16 vs.)
17) **BUSINESS COURT REQUESTED**
18) **ARBITRATION EXEMPTION—**
19 RETRIEVAL-MASTERS CREDITORS) **Action in Equity**
20 BUREAU, INC., a New York Corporation,)
21 d/b/a AMERICAN MEDICAL COLLECTION)
22 AGENCY,)
23 Defendants.)

21 **CONSENT JUDGMENT**

22 Plaintiff, State of Nevada, acting by and through its Attorney General, AARON D.
23 FORD, Consumer Advocate ERNEST D. FIGUEROA, Senior Deputy Attorney General
24 LAURA M. TUCKER, and Senior Deputy Attorney General LUCAS J. TUCKER,
25 (hereinafter “State” or “Plaintiff” or “Nevada Attorney General”), and Retrieval-Masters
26 Creditors Bureau, Inc., d/b/a American Medical Collection Agency, have agreed to the
27 stipulations and terms of this Consent Judgment (Consent Judgment) without admission
28

1 of any facts or liability of any kind as alleged in Plaintiff's civil enforcement action.

2 **A. PARTIES**

3 1. Plaintiff is the State of Nevada, represented by AARON D. FORD, Attorney
4 General for the State of Nevada. The Attorney General is authorized to enforce the
5 State's consumer protection laws and applicable Personal Information Protection laws as
6 alleged in Plaintiff's civil enforcement action and for convenience, noted here in Appendix
7 A.

8 2. Defendant Retrieval-Masters Creditors Bureau, Inc. (RMCB) is a New York
9 corporation with its principal place of business located at 200 Pemberwick Road,
10 Greenwich, CT 06831. Previously Defendant's principal place of business was 4
11 Westchester Plaza, Suite 110, Elmsford, NY 10523. As further detailed and stipulated
12 below, Defendant also conducts business under the assumed name American Medical
13 Collection Agency (AMCA).

14 **B. DEFINITIONS**

15 3. "Consumer Protection Acts" refers to the relevant state laws of the
16 Participating States as cited in Appendix A.

17 4. "Business Associate" shall be defined in accordance with 45 C.F.R. § 160.103
18 and refers to a person or entity that provides certain services for or performs functions on
19 behalf of "Covered Entities," and requires access to Protected Health Information to
20 provide such services or perform such functions.

21 5. "Controlling interest" shall be defined as the holding of a majority or any
22 degree of the ownership of a business sufficient to give the holder a means of exercising
23 control over the management or operations of the business.

24 6. "Covered Entity" or "Covered Entities" shall be defined in accordance with
25 45 C.F.R. § 160.103 and is a health care clearinghouse, health plan, or health care
26 provider that transmits health information in electronic form in connection with a
27 transaction for which the United States Department of Health and Human Services has
28 adopted standards and on whose behalf Defendant engaged in debt collection activities.

1 7. “Data Breach” refers to the intrusion into the Defendant’s computer systems
2 disclosed by the Defendant on or about June 2019 when Defendant announced that an
3 unauthorized user had gained access to Defendant’s internal system between August 1,
4 2018 and March 30, 2019.

5 8. “Effective Date” shall be April 12, 2021.

6 9. “HIPAA” shall mean “Health Insurance Portability and Accountability Act of
7 1996, Public Law 104-191, and its implementing regulations, 45 C.F.R. §§ 160, 162, and
8 164,” and includes (a) the “HIPAA Privacy Rule” which shall refer to the HIPAA
9 Regulations that establish national standards to safeguard individuals’ medical records
10 and other Protected Health Information as defined at 45 C.F.R. Parts 160 and subparts A
11 and E of Part 164 and (b). The “HIPAA Security Rule” which shall refer to the HIPAA
12 regulations that establish national standards to safeguard individuals’ Electronic
13 Protected Health Information as defined at 45 C.F.R. Parts 160 and subparts A and C of
14 Part 164.

15 10. “MDL” means the pending multi-district litigation, In re: American Medical
16 Collection Agency, Inc., Customer Data Security Breach Litigation, 2:19-md-02904-MCA-
17 MAH (D.N.J.) before Judge Madeline Arleo.

18 11. “Minimum Necessary Standard” shall refer to the requirements of the
19 Privacy Rule as defined in 45 C.F.R. §§ 164.502(b) and 164.514(d).

20 12. “Participating States” or “States” refers to the states identified in Appendix
21 A which is incorporated here for all purposes.

22 13. “Personal Information” or “PI” shall have the same definition as “Personal
23 Identifying Information” as set forth in the Personal Information Protection Acts of the
24 Participating States.

25 14. “Protected Health Information” or “PHI” is defined in accordance with 45
26 C.F.R. § 160.103.

27 15. “Personal Information Protection Acts” refers to the state laws of the
28 Participating States as cited in Appendix A.

1 21. On the date that Defendant disclosed the Breach its principals were as
2 follows: Russell H. Fuchs, President, Chief Executive Officer, Treasurer, Secretary, and
3 Jeffrey S. Wollman, Chief Financial Officer (hereafter "Principals").

4 22. Defendant engaged in debt collection, and its debt collection activities
5 included collection of medical debt under the trade name American Medical Collection
6 Agency on behalf of Covered Entities as defined by HIPAA. As such, Defendant
7 functioned as a Business Associate subject to the requirements of HIPAA and its Privacy
8 Rules and Security Rules.

9 23. At all times relevant to this matter Defendant engaged in trade and
10 commerce affecting consumers in the Participating States. Therefore, Defendant is
11 subject to the States' consumer protection laws and applicable Personal Information
12 Protection laws of the Participating States (see Appendix A).

13 24. The terms of this Agreed Final Judgment reflect a good faith agreement
14 between Defendant and the Participating States to resolve the States' claims against
15 Defendant related to the Data Breach. Defendant has agreed to enter into separate
16 judgments with substantially similar terms with each of the Participating States.
17 Further, Defendant has agreed to make a total payment of \$ 21 million to the
18 Participating States and the specific amount ordered by this judgment is recited below in
19 paragraph 45. Plaintiff has agreed to release claims related to the Data Breach against
20 Defendant as specifically recited below.

21 **PROCEDURAL HISTORY IN RELATED BANKRUPTCY**

22 25. On or about June 17, 2019, Defendant filed a Chapter 11 petition, Voluntary
23 Pet. for Non-Individuals Filing for Bankruptcy, In re: Retrieval-Masters Creditors
24 Bureau, Inc., June 17, 2019, Doc. 1 19-23185-rdd (S.D.N.Y.) (hereafter "the Bankruptcy
25 Proceeding" or "Defendant's Bankruptcy Proceeding"). For purposes of that proceeding
26 Bradley E. Scher was appointed to serve as Defendant's Chief Oversight Officer.
27 Subsequently, Defendant and the States of Indiana and Texas filed a Joint Motion to
28 Adjourn Certain Motions Sine Die and Approving Related Agreement in the bankruptcy

1 court commemorating the parties' agreement to proceed with the states' request for
2 Defendant to produce documents related to their investigation of the Data Breach.

3 26. On March 19, 2020, Defendant filed a Motion to Dismiss with structured
4 settlement which was subsequently granted by the Bankruptcy Court.

5 27. Prior to entry of the order dismissing Defendant's Bankruptcy Proceeding,
6 Defendant filed Notice in the Bankruptcy Court of the proposed settlement terms
7 reflected in this Agreed Final Judgment. After due consideration, on October 27, 2020,
8 the court entered the attached *Order Pursuant to Fed. R. Bankr. P. 9019(a) Approving*
9 *Settlement and Authorizing Acceptance of Form of Agreed Final Judgment Between the*
10 *Debtor and Participating State Attorneys General* approving of these terms and of their
11 filing and further ordered that "...for the avoidance of doubt, Debtor's principal, Russell
12 Fuchs, is authorized to execute the Judgment on behalf of Debtor, and that State Courts
13 have jurisdiction to enter any Judgment that is signed by Debtor, Debtor's counsel and
14 the appropriate representative for the respective State." (*see*, Appendix B).

15 **D. INJUNCTIVE RELIEF**

16 **a. Compliance with State and Federal Laws**

17 28. Defendant shall comply with the Consumer Protection Acts, the Personal
18 Information Protection Acts, and the HIPAA Privacy and Security Rules, to the extent
19 they each are applicable to the Defendant, in connection with its collection, maintenance,
20 and safeguarding of Personal Information and Protected Health Information from any
21 future breach of security involving the unauthorized disclosure of PI or PHI. As part of
22 compliance with the Consumer Protection Acts, the Defendant shall not make any
23 misrepresentations to consumers or to Covered Entities about the extent to which the
24 Defendant can maintain the privacy and security of PI or PHI.

25 **b. Information Security Program**

26 29. To the extent that Defendant or its Principals currently or in the future
27 manage or have principal responsibility or oversight for data security or privacy
28 compliance in a business or have a controlling or managing interest in a business which

1 collects or maintains Personal Information or Protected Health Information, they shall
2 within sixty (60) days of the effective date develop, implement, and maintain a written
3 information security program (“Information Security Program” or “Program”) that is
4 reasonably designed to protect the security, integrity, and confidentiality of PI and PHI
5 that they collect, store, transmit, and/or maintain. At a minimum, the Program shall
6 include the information security requirements in Paragraphs 30 through 33 below.

7 30. The Program must be documented, in writing, and must contain
8 administrative, technical, and physical safeguards appropriate to (i) the size and
9 complexity of the business; and (ii) the sensitivity of the PI and PHI that Defendant
10 collects, stores, transmits, and/or maintains.

11 31. The Program shall permit users access to PI and PHI only to the extent
12 necessary for each user to perform job functions and assignments.

13 32. The Program shall require the employment of a person who will serve the
14 function of a Chief Information Security Officer (CISO) with responsibility to implement,
15 maintain, and monitor the Program. The CISO shall have appropriate training, expertise,
16 and experience in the field of information security to oversee the Program and further,
17 will be charged with regular and direct reporting to the Chief Executive Officer regarding
18 the status of the Program, the security risks faced, resources required for implementation
19 of the Program, and the security implications of Defendant’s business decisions. At a
20 minimum, the CISO shall provide a written report to the Board or Chief Executive Officer
21 and Chief Financial Officer on a quarterly basis.

22 33. The Program shall include a documented written incident response plan to
23 prepare for and respond to any future Security Events. At a minimum, this plan shall
24 provide for the following phases of a response: Preparation; Detection and Analysis;
25 Containment; Notification and Coordination with Law Enforcement and Regulators;
26 Recovery; Consumer Notification and Remediation; and Post-Incident Analysis.

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1 **c. Information Security Program Assessment**

2 34. Within one hundred twenty (120) days of the Effective Date and annually for
3 seven (7) years thereafter, with respect to any business which Defendant owns, has a
4 controlling interest in, manages, or controls, Defendant shall obtain an annual
5 assessment of its Program pertaining to the collection, storage, maintenance,
6 transmission, and disposal of PI and PHI from a Third-Party Assessor.

7 35. The Third-Party Assessor shall prepare a report of findings (“Report”) and
8 such report must include an assessment of Defendant’s compliance with each of the
9 requirements of this Judgment; an assessment of Defendant’s response to any Security
10 Events which may have occurred since the Effective Date; and documentation of the basis
11 of the Report.

12 36. Each report shall be provided to the Connecticut Attorney General no later
13 than fifteen (15) days after its completion. The Attorney General’s office shall, to the
14 extent permitted by state law, treat each report as exempt from disclosure as applicable
15 under the relevant public records laws of its state, provided that the Attorney General
16 may provide a copy of each report to any of the Participating States which request the
17 report. Each participating State requesting the report shall, to the extent permitted by its
18 State’s law, treat such report and letter as exempt from disclosure as applicable under
19 the relevant public records laws of the requesting State.

20 **E. COOPERATION WITH ATTORNEY GENERAL**

21 37. **IT IS FURTHER ORDERED** that Defendant shall cooperate in good faith
22 with the Plaintiff in connection with any other investigation or litigation related to or
23 associated with the Data Breach described in Plaintiff’s Complaint. More specifically,
24 Defendant and its Principals’ cooperation shall include, but not be limited to, the
25 following:

- 26 a. Responding to all reasonable inquiries for information from the State;
27 b. Providing documents and other materials, including records and other
28 tangible evidence reasonably requested by the States, including documents

1 which Defendant was ordered to produce to MDL Parties pursuant to the
2 order entered on June 17, 2020 in the Bankruptcy Proceeding (Order
3 Granting Joint Motion and Determining, On Conditions Set Forth Herein,
4 That the Automatic Stay Does Not Prevent Service Of Third Party
5 Subpoenas On The Debtor);

6 c. Providing the State with access to the Servers including access so that these
7 can be imaged at the expense of the States and at a date and time agreed to
8 by the Parties;

9 d. Providing truthful declarations, affidavits, certification, and written
10 testimony that may be reasonably requested by the State;

11 e. Appearing, or causing its Principals to appear, and provide truthful
12 testimony in interviews by telephone or video conferencing including at any
13 trial, deposition, or other proceeding, without the service of a subpoena, as
14 may be reasonably requested by the Attorney General's Office and at the
15 expense of the Attorney General's office; and

16 f. Making a good faith effort to cause or otherwise facilitate its Chief Oversight
17 Officer, employees, representative or agents to similarly appear and provide
18 testimony including by providing the State with contact information (e.g.
19 address, email address and cell phone number) of such employees,
20 representatives or agents.

21 38. For the avoidance of doubt, Defendant's obligation agreed to in the preceding
22 paragraph is intended to incorporate the requirements of the June 17th Order such that:

23 a. Defendant shall promptly produce to the States copies of all electronically
24 stored information and all hard copy documents in repositories, in each case
25 in its possession that may contain documents or information responsive to
26 the Subpoenas issued by the MDL parties as identified in the June 17th
27 Order. Provided, however, that this paragraph requires Defendant to
28 produce only such documents and information as Defendant produced to the
MDL Parties and that production to the Participating States will be
coordinated with the States of Indiana, Connecticut and Texas which, in
accordance with their respective state laws and procedures, will make the
documents available to other states. In the event that a single production to
the States will require Defendant to incur costs in excess of \$1,000.00 or that
the total costs of all production pursuant to this paragraph require
Defendant to incur costs in excess of \$ 2,500.00, Defendant will provide
notice of such to the States of Indiana, Connecticut and Texas prior to
incurring such. Defendant and these States agree to confer regarding
mutually acceptable options to reduce or eliminate such costs for the
Defendant, including, but not limited to, modifying the production request,

1 finding alternative means of production, and/or the States bearing such
2 costs. If Defendant and these States are unable to agree regarding a
3 mutually acceptable means to reduce or eliminate such cost, the
4 Participating States shall not deem Defendant's failure to produce a failure
5 to cooperate as required by this Section;

6 b. Defendant shall preserve all repositories that may contain documents
7 responsive to the Subpoenas;

8 c. Further, this specific production shall be deemed a supplementary response
9 to the Civil Investigative Demand (CID) issued to the Defendant by the
10 State of Indiana on June 10, 2019 subject to the relevant state law including
11 the confidentiality protections of that state and any disputes which may
12 arise regarding compliance with the CID or the rights and obligations of the
13 Parties shall be determined by the appropriate state court of the issuing
14 state consistent with the terms of this Agreed Final Judgment.

15 39. Defendant shall maintain the Servers in a secure manner at the locations
16 disclosed in Defendant's supplemental CID response of August 2020. In the event that
17 Defendant intends to relocate the Servers from locations reported in that response,
18 Defendant shall provide notice of that proposed relocation to the Attorneys General of
19 Indiana, Connecticut, and Texas at least ten (10) business days prior to that relocation. In
20 the event that Defendant loses ownership, leasehold, or control of such location or that
21 the Servers are damaged, destroyed or compromised, Defendant shall provide notice and
22 details promptly to the Attorneys General of Indiana, Connecticut, and Texas.

23 40. Defendant shall securely maintain all documents, reports, and records
24 containing information or data evidencing and related to the Data Breach including data
25 which reflects:

26 a. the names and related or associated information of all consumers whose
27 information was compromised in the Data Breach (Consumer Information);

28 b. the policies and procedures related to any aspect of Defendant's information
security program as it existed prior to the date of the Data Breach;

c. logs, internal, and external communications related to data security issues
or concerns including communications with or regarding the Covered
Entities on whose behalf Defendant engaged in debt collection activities; and

1 d. any audits performed by Covered Entities and communications to and from
2 Covered Entities regarding the Data Breach or relating to data security.

3 41. IT IS FURTHER ORDERED that Defendant shall notify Plaintiff at least
4 thirty (30) days prior to any change in the corporation that may affect compliance
5 obligations arising under this Judgment, including, but not limited to: a dissolution,
6 assignment, sale, merger, or other action that would result in the emergence of a
7 successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that
8 engages in any acts or practices subject to this Judgment; the proposed filing of a
9 bankruptcy petition; or a change in the corporate name or address.

10 **F. RELEASE**

11 42. Plaintiff hereby releases Defendant and its Principals in their capacities as
12 officers, directors, or employees of Defendant from any and all civil claims that the
13 Attorney General could have brought that are related to and/or arising from the Data
14 Breach, including but not limited to, any claims under the Consumer Protection Act,
15 Personal Information Protection Act, and HIPAA. Nothing contained in this paragraph
16 shall be construed to limit the ability of the Attorney General to enforce the obligations
17 that Defendant, its officers, subsidiaries, affiliates, agents, representatives, employees,
18 successors, and assigns have under this Judgment.

19 43. Notwithstanding any term of this Judgment, any and all of the following
20 forms of liability are specifically reserved and excluded from the Released Claims:

- 21 a. any criminal liability that Defendant has or may have in the Participating
22 State;
- 23 b. any civil or administrative liability that Defendant has or may have to the
24 Participating State under any statute, regulation or rule not expressly
25 covered by the release in the preceding paragraph 42, including but not
26 limited to, any and all of the following claims:
- 27 1. state or federal antitrust violations,
 - 28 2. state or federal securities violations, and
 3. state or federal tax claims.

1 44. This release shall be binding only upon Defendant and does not extend to,
2 release, cover, or in any way apply to any entities on whose behalf Defendant acted as an
3 agent or Business Associate or on whose behalf it engaged in debt collection activities.

4 **G. PAYMENT TO STATES**

5 45. Judgment is hereby rendered against Defendant and in favor of the Plaintiff
6 in the total amount of \$675,138.50. Collection of this civil penalty is suspended subject to
7 the provisions noted below:

- 8 a. The Plaintiff's agreement to suspend collection of this judgment is expressly
9 premiered on the truth and accuracy of all sworn statements, declarations,
10 and related documents submitted to the Bankruptcy Court by the
 Defendant;
- 11 b. Suspension of judgment will be lifted if, upon motion by the Plaintiff, the
12 Court finds that Defendant failed to disclose any material asset, materially
13 misstated the value of any asset, or made any other material misstatements
 or omissions in its representations filed in the Bankruptcy Proceeding;
- 14 c. Suspension of judgment will be lifted if, upon motion by the Plaintiff, the
15 Court finds that Defendant has failed to comply with the requirement of
16 Section E, provided that prior to filing such motion, Plaintiff shall provide
17 Defendant with written notice of the alleged failure and fifteen (15) business
18 days to cure the failure or provide a written response to include
19 documentation of compliance;
- d. If this suspension is lifted, the Judgment amount becomes immediately due
 and payable to Plaintiff.

20 **H. NOTICES**

21 46. Unless otherwise provided, any notices or documents required to be sent to
22 the Parties pursuant to this Judgment (including requests related to the Cooperation
23 requirements of the preceding Section E) shall be sent to the following address via
24 overnight courier and electronic mail (unless after the Effective Date, a different address
25 is communicated in writing by the party requesting a change of designee or address):

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1 a. For the Attorney General:

2 AARON D. FORD
3 Attorney General
4 ERNEST D. FIGUEROA
5 Consumer Advocate
6 LAURA M. TUCKER (Bar No. 13268)
7 Senior Deputy Attorney General
8 State of Nevada, Office of the Attorney General
9 Bureau of Consumer Protection
10 8945 W. Russell Road, #204
11 Las Vegas, Nevada 89148
12 702-486-6525 ph
13 lmtucker@ag.nv.gov

14 b. For Defendant:

15 Richard D. Weinberg, Esq.
16 Morvillo Abramowitz, P.C.
17 RWeinberg@maglaw.com;
18 565 Fifth Avenue
19 New York, NY 10017

20 I. GENERAL PROVISIONS

21 47. The Participating States will to the extent practicable coordinate their
22 requests for cooperation directed to the Defendant with the goal of avoiding unnecessary
23 expense.

24 48. Defendant shall not transfer, sell, or use Consumer PI or PHI for any
25 purpose, provided that this does not prohibit Defendant from complying with its
26 requirements under law, nor transferring PI to the owner pursuant to contract or PHI
27 pursuant to a Business Associate Agreement.

28 49. The terms of this Judgment are not intended to be construed as an
admission or concession or evidence of liability or wrongdoing on the part of Defendant.

50. Acceptance and entry of this Judgment is not an approval of any of
Defendant's business practices and Defendant is enjoined from making any
representations regarding such approval.

1 51. Defendant will not participate in any activity to form a separate entity for
2 the purpose of engaging in acts or practices prohibited by this Judgment or for any other
3 purpose that would circumvent this Judgment.

4 52. Subject to the release included herein, nothing in this Judgment shall be
5 construed to limit the authority of the State to protect the interests of the State or its
6 citizens, or to enforce any laws, regulations, or rules against Defendant.

7 53. Subject to the release recited herein, this Judgment does not affect any
8 private right of action that any consumer, person, entity, or federal, state, or local
9 governmental entity may have against Defendant.

10 54. Nothing in this Judgment waives or affects any claims of sovereign
11 immunity by the State.

12 55. Defendant expressly waives any rights, remedies, appeals, or other interests
13 related to a jury trial or any related or derivative rights under the Nevada or United
14 States Constitutions or other laws as to this Judgment.

15 56. If any provision of this Judgment shall be held unenforceable, the Judgment
16 shall be construed as if such provision did not exist.

17 57. This Judgment may be executed in counterparts that, together, will
18 constitute one whole document.

19 58. Within 30 days of this Judgment's entry, Defendant shall provide a copy of
20 this Judgment to each of its officers and directors, owners, employees, and applicable
21 agents. Once provided, Defendant shall, within 45 days of this Judgment's entry, provide
22 a certification under oath to the State that affirms compliance with this paragraph.

23 59. All costs associated with this action and Judgment shall be borne by the
24 party incurring same.

25 60. This Judgment sets forth the entire agreement between the parties.

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JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

For Plaintiff:

AARON D. FORD
Attorney General
ERNEST D. FIGUEROA
Consumer Advocate



LAURA M. TUCKER (Bar No. 13268)
Senior Deputy Attorney General

Date: 03/02/2021

1 For Defendant:

2 Retrieval-Masters Creditors Bureau, Inc.,
3 A New York Corporation, d/b/a American Medical Collection Agency

4 

5 

6 Richard D. Weinberg, Esq.

Date

7 Morvillo Abramowitz, P.C.

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12 *Lead Counsel for Retrieval-Masters Creditors Bureau, Inc.*

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1 Local Counsel for Defendant:

2 Retrieval-Masters Creditors Bureau, Inc.,
3 A New York Corporation, d/b/a American Medical Collection Agency

4 Maria A. Gall
5 Maria A. Gall, Esq.

2/9/2021
6 Date

7 Nevada Bar No. 14200
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11 Las Vegas, Nevada 89135
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13 Facsimile: (702) 471-7070
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15 *Nevada Counsel for Retrieval-Masters Creditors Bureau, Inc.*

Appendix A

STATE	CONSUMER PROTECTION ACTS	PERSONAL INFORMATION PROTECTION ACTS & SECURITY BREACH NOTIFICATION ACTS
Arizona	Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 <i>et seq.</i>	Ariz. Rev. Stat. § 18-552
Arkansas	Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101 <i>et seq.</i>	Personal Information Protection Act, Ark. Code Ann. §§ 4-110-101 <i>et seq.</i>
Colorado	Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 <i>et seq.</i>	Personal Information Protection, C.R.S. § 6-1-713.5; Security Breach Notification, C.R.S. § 6-1-716
Connecticut	Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110b <i>et seq.</i>	Safeguarding of Personal Information, Conn. Gen. Stat. § 42-471; Breach of Security, Conn. Gen. Stat. § 36a-701b
District of Columbia	Consumer Protection Procedures Act, D.C. Code §§ 28-3901 <i>et seq.</i>	District of Columbia Consumer Security Breach Notification Act, D.C. Code §§ 28-3851 <i>et seq.</i>
Florida	Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes	Florida Information Protection Act, Section 501.171, Florida Statutes
Georgia	Georgia Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 408	Georgia Personal Identity Protection Act, O.C.G.A §§ 10-1-910 through 915
Hawaii	Uniform Deceptive Trade Practice Act, Haw. Rev. Stat. Chpt. 481A and Haw. Rev. Stat. Sect. 480-2	Security Breach of Personal Information, Haw. Rev. Stat. Ch pt. 487N
Idaho	Idaho Consumer Protection Act, Idaho Code §§ 48-601 <i>et seq.</i>	Identity Theft, Idaho Code §§ 28-51-104 <i>et seq.</i>
Illinois	Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 <i>et seq.</i>	Illinois Personal Information Protection Act, 815 ILCS 530/1, <i>et seq.</i>
Indiana	Deceptive Consumer Sales Act, Ind. Code §§ 24-5-0.5 <i>et seq.</i>	Disclosure of Security Breach Act, Indiana Code §§ 24-4.9 <i>et seq.</i>
Iowa	Iowa Consumer Fraud Act, Iowa Code § 714.16	Personal Information Security Breach Protection Act, Iowa Code § 715C
Kansas	Kansas Consumer Protection Act, K.S.A §§ 50-623 <i>et seq.</i>	The Wayne Owen Act, K.S.A. § 50-6,139b; Security Breach Notification Act, K.S.A. §§ 50-7a01 <i>et seq.</i>

Appendix A

Kentucky	Kentucky Consumer Protection Act, KRS §§ 367.110-.300, 367.990	KRS 365.732
Louisiana	Unfair Trade Practices and Consumer Protection Law, La. R.S. §§ 51:1401 <i>et seq.</i>	Database Security Breach Notification Law, La. R.S. §§ 51:3071 <i>et seq.</i>
Maine	Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A <i>et seq.</i>	Maine Notice of Risk to Personal Data Act, 10 M.R.S.A. §§ 1346 <i>et seq.</i>
Maryland	Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 <i>et seq.</i> (2013 Repl. Vol and 2019 Supp.)	Maryland Personal Information Protection Act, Md. Code Ann., Com. Law § 14-3501 <i>et seq.</i> (2013 Repl. Vol and 2019 Supp.)
Massachusetts	Mass. Gen. Laws ch. 93A	Mass. Gen. Laws ch. 93H; 201 Code Mass. Regs. 17.00 <i>et seq.</i>
Michigan	Michigan Consumer Protection Act, MCL §§ 445.901 <i>et seq.</i>	Identity Theft Protection Act, MCL §§ 445.61 <i>et seq.</i> (Breach notification only; no applicable State personal information protection Act)
Minnesota	The Uniform Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-.48; Consumer Fraud Act, Minn. Stat. §§ 325F.68-.694	Minnesota Data Breach Notification Statute, Minn. Stat. § 325E.61
Missouri	Missouri Merchandising Practices Act, Mo. Rev. Stat. §§ 407.010 <i>et seq.</i>	Mo. Rev. Stat. § 407.1500
Nebraska	Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601 <i>et seq.</i> ; Nebraska Uniform Deceptive Trade Practices Act, Neb. Rev. Stat. § 87-301 <i>et seq.</i>	Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006, Neb. Rev. Stat. § 87-801 <i>et seq.</i>
Nevada	Nevada Deceptive Trade Practices Act; Nev. Rev. Stat. §§ 598.0903 <i>et seq.</i>	Nevada Security and Privacy of Personal Information Act; Nev. Rev. Stat. §§ 603A.010 <i>et seq.</i>
New Hampshire	NH RSA 358-A	NH RSA 359-C: 19-21
New Jersey	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 <i>et seq.</i>	New Jersey Identity Theft Prevention Act, N.J.S.A. 56:8-161 to -166
New Mexico	The New Mexico Unfair Practices Act, NMSA 1978, §§ 57-12-1 to -26 (1967, as amended through 2019)	The New Mexico Data Breach Notification Act, NMSA 1978, §§ 57-12C-1 to -12 (2017)
New York	Executive Law 63(12), General Business Law 349/350	General Business Law 899-aa and 899-bb

Appendix A

North Carolina	North Carolina Unfair and Deceptive Trade Practices Act, N.C.G.S. §§ 75-1.1 <i>et seq.</i>	North Carolina Identity Theft Protection Act, N.C.G.S. §§ 75-60 <i>et seq.</i>
Ohio	Ohio Consumer Sales Practices Act, R.C. §§ 1345.01 <i>et seq.</i>	Security Breach Notification Act, R.C. §§ 1349.19 <i>et seq.</i>
Oklahoma	Oklahoma Consumer Protection Act, 15 O.S. §§ 751 <i>et seq.</i>	Security Breach Notification Act, 24 O.S. §§ 161 <i>et seq.</i>
Oregon	Oregon Unlawful Trade Practices Act, ORS 646.605 <i>et seq.</i>	Oregon Consumer Information Protection Act, ORS 646A.600 <i>et seq.</i>
Pennsylvania	Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 <i>et seq.</i>	Breach of Personal Information Notification Act, 73 P.S. §§ 2301 <i>et seq.</i>
Rhode Island	Rhode Island Deceptive Trade Practices Act, R.I. Gen. Laws §§ 6-13.1-1 <i>et seq.</i>	Rhode Island Identity Theft Protection Act, R.I. Gen. Laws §§ 11-49.3-1 <i>et seq.</i>
South Carolina	South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 <i>et seq.</i>	Data Breach Notification, S.C. Code Ann. § 39-1-90
Tennessee	Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101 to -132	Tennessee Identity Theft Deterrence Act of 1999, Tenn. Code Ann. §§ 47-18-2101 to -2111
Texas	Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code Ann. §§ 17.41 – 17.63	Identity Theft Enforcement and Protection Act, Tex. Bus. & Com. Code Ann. § 521.001 – 152
Utah	Utah Consumer Sales Practices Act, Utah Code §§ 13-11-1, <i>et seq.</i>	Utah Protection of Personal Information Act, Utah Code §§ 13-44-101, <i>et seq.</i>
Vermont	Vermont Consumer Protection Act, 9 V.S.A. §§ 2451 <i>et seq.</i>	Vermont Security Breach Notice Act, 9 V.S.A. § 2435
Virginia	Virginia Consumer Protection Act, Virginia Code §§ 59.1-196 through 59.1-207	Virginia Breach of Personal Information Notification Law, § 18.2-186.6
Washington	Washington Consumer Protection Act, RCW 19.86.020	Washington Data Breach Notification Law, RCW 19.255.010
West Virginia	West Virginia Consumer Credit and Protection Act (“WVCCPA”), W. Va. Code §§ 46A-1-101 <i>et seq.</i> [W.Va. Code §§ 46A-6-104, 46A-6-102(7)(6), 46A-6-102(7)(M)]	Theft of Consumer Identity Protections, W.Va. Code § 46A-2A-101 <i>et seq.</i>

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re : Chapter 11
 :
Retrieval-Masters Creditors Bureau, Inc.,¹ : Case No. 19-23185 (RDD)
 :
Debtor. :
-----X

ORDER PURSUANT TO FED. R. BANKR. P. 9019(a)
APPROVING SETTLEMENT AND AUTHORIZING
ACCEPTANCE OF FORM OF AGREED FINAL
JUDGMENT BETWEEN THE DEBTOR AND
PARTICIPATING STATE ATTORNEYS GENERAL

Upon the motion [Doc. No. 315] (the “Motion”) of Retrieval-Masters Creditors Bureau, Inc., the debtor and debtor in possession in the above-captioned case (the “Debtor”), seeking entry of an order authorizing the Debtor, pursuant to section 105(a) of title 11 of the United States Code and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure, to enter into separate settlements (referred to collectively as the “Settlement”) with various participating states’ Attorneys General pursuant to the terms of the form of “Agreed Final Judgment” annexed as Exhibit “B” to the Motion (the “Form of Judgment”); and notice of the Motion having been provided in accordance with the *Order Granting Debtor’s Motion for Order Authorizing the Establishment of Certain Notice, Case Management, and Administrative Procedures* [Doc. No. 31], and such notice being due and sufficient, and no additional notice of the Motion being required; and the Court having jurisdiction under 28 U.S.C. §§ 157(a)-(b) and 1334(b); and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and

¹ The last four digits of the Debtor’s taxpayer identification number is 9495. As of November 1, 2019, the Debtor’s service address for purposes of this chapter 11 case is 200 Pemberwick Road, Greenwich, CT 06831. The Debtor also did business as American Medical Collection Agency.

1409; and no objections to the Motion having been filed or otherwise interposed; and a hearing having been held in respect of the Motion on October 19, 2020 (the "Hearing"); and upon the Motion, the evidence adduced and/or proffered at the Hearing, and the entire record of the Debtor's case; and the Court finding that entry into the Settlement by the Debtor represents a sound exercise of the Debtor's business judgment, is fair and equitable, and otherwise in the best interests of the Debtor and its estate; and good and sufficient cause appearing therefor, it is hereby

ORDERED, that the Motion is granted, as and to the extent set forth herein; and it is further

ORDERED, that the Settlement is approved in its entirety; and it is further

ORDERED, that the Debtor is authorized, but not required, to consent to, execute, agree, stipulate or otherwise take such actions as may be necessary or appropriate to effect entry of orders, judgments, and/or decrees substantially in the form of the Form of Judgment (each a "Judgment") in respect of each Participating State (as defined in the Motion); and it is further

ORDERED, that consistent with the Motion, the Debtor is authorized, but not required, to enter into the Form of Judgment with each Participating State; provided, that the aggregate of all the Judgments shall not exceed \$21 million; and it is further

ORDERED, that the Judgment with each state shall include the specific Judgment amount allocated to such state as determined by the Participating States, whose allocation formulae are based primarily on the types of personal information of each resident whose

information was compromised and the number of affected residents from each state; and it is further

ORDERED, that the Debtor shall bear costs in the amounts and as otherwise set out in the Judgment; and it is further

ORDERED, that this Order shall remain effective and binding notwithstanding any conversion or dismissal of this chapter 11 case; and it is further

ORDERED, that for the avoidance of doubt, Debtor's principal, Russell Fuchs, is authorized to execute the Judgment on behalf of Debtor, and that State Courts have jurisdiction to enter any Judgment that is signed by the Debtor, Debtor's counsel and the appropriate representative for the respective State.

ORDERED, that the Court shall retain jurisdiction to interpret, implement, and enforce this Order.

Dated: White Plains, New York
October 27, 2020

/s/Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE