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2 **IN THE UNITED STATES DISTRICT COURT**  
3 **FOR THE NORTHERN DISTRICT OF INDIANA**  
4 **SOUTH BEND DIVISION**

5 The States of Arizona; Arkansas; Connecticut;  
6 Florida; Indiana; Iowa; Kansas; Kentucky;  
7 Louisiana; Michigan; Minnesota; Nebraska;  
8 North Carolina; Tennessee; West Virginia; and  
9 Wisconsin,

10 **Plaintiffs;**

11 vs.

12 Medical Informatics Engineering, Inc. d/b/a  
13 Enterprise Health, LLC and K&L Holdings, and  
14 NoMoreClipboard, LLC,

15 **Defendants.**

Case No.:3:18-cv-969-RLM-MGG

16 **CONSENT JUDGMENT AND ORDER**

17 This Consent Judgment and Order (“Consent Judgment” or “Order”) is entered into  
18 between plaintiffs, the States of Arizona, Arkansas, Connecticut, Florida, Indiana, Iowa, Kansas,  
19 Kentucky, Louisiana, Michigan, Minnesota, Nebraska, North Carolina, Tennessee, West  
20 Virginia, and Wisconsin (collectively, “Plaintiffs” or the “States”); and defendants Medical  
21 Informatics Engineering, Inc., and NoMoreClipboard, LLC, including all of their subsidiaries,  
22 affiliates, agents, representatives, employees, successors, and assigns (collectively, “Defendants”  
23 and, together with the States, the “Parties”).

24 This Order resolves the Plaintiffs’ investigation and litigation of the events described in  
25 the previously-filed Complaint in this action regarding Defendants’ compliance with the Health  
26 Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1936, as  
27 amended by the Health Information Technology for Economic and Clinical Health Act, Pub. L.  
28

No. 111-5, 123 Stat. 226 (“HIPAA”); state deceptive trade practices acts; state personal information protection acts (“PIPA’s”); and state breach notification acts (collectively, the “Relevant Laws”), as follows:

State	Deceptive Acts	Data Breach	PIPA
Arizona:	Ariz. Rev. Stat. § 44-1521 <i>et seq.</i>		
Arkansas:	Ark. Code § 4-88-101 <i>et seq.</i>	Ark. Code § 4-110-105	Ark. Code § 4-110-101 <i>et seq.</i>
Connecticut:	Conn. Gen. Stat. § 42-110b, <i>et seq.</i>	Conn. Gen. Stat. § 36a-701b	Conn. Gen. Stat. § 42-471
Florida:	Chapter 501, Part II, Florida Statutes	Section 501.171, Florida Statutes	Section 501.171, Florida Statutes
Indiana:	Ind. Code §§ 24-5-0.5-4(C), and 24-5-0.5-4(G)		Ind. Code § 24-4.9-3-3.5(f)
Iowa:	Iowa Code § 714.16	Iowa Code § 715c.2	
Kansas:	Kan. Stat. §§ 50-632, and 50-636	Kan. Stat. § 50-7a02	Kan. Stat. § 50-6139b
Kentucky:	Ky. Rev. Stat. §§ 367.110-.300, and 367.990		
Louisiana:	La. Rev. Stat. § 51:1401 <i>et seq.</i>	La. Rev. Stat. 51:3071 <i>et seq.</i>	
Michigan:	Mich. Comp. Laws § 445.901 <i>et seq.</i>	Mich. Comp. Laws § 445.72(13)	
Minnesota:	Minn. Stat. §§ 325D.43 <i>et seq.</i> ; Minn. Stat. §§ 325F.68 <i>et seq.</i>	Minn. Stat. § 325E.61	
Nebraska:	Neb. Rev. Stat. §§ 59-1602; 59-1608, 59-1614, and 87-301	Neb. Rev. Stat. § 87-806	
North Carolina	N.C. Gen. Stat. § 75-1.1, <i>et seq.</i>	N.C. Gen. Stat. § 75-65	N.C. Gen. Stat. § 75-60, <i>et seq.</i>
Tennessee:	Tenn. Code § 47-18-101 <i>et seq.</i>	Tenn. Code Ann. § 47-18-2107	Tenn. Code §§ 47-18-2110
West Virginia:	W.Va. Code §§ 46A-1-101 <i>et seq.</i> , 46A-7-108, and 46A-7-111		

Wisconsin:	Wis. Stat. §§ 93.20, 100.18, and 100.26	Wis. Stat. § 134.98	Wis. Stat. §§ 146.82 and 146.84(2)(b)
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**I. THE PARTIES**

1. Plaintiffs are charged with, among other things, enforcement of the Relevant Laws of their respective States. Plaintiffs, pursuant to 42 U.S.C. § 1320d-5(d), may also enforce HIPAA.

2. Defendant Medical Informatics Engineering, Inc. (“MIE”) is a domestic corporation with headquarters located at 6302 Constitution Drive, Fort Wayne, Indiana, 46804.

3. Defendant NoMoreClipboard, LLC (“NMC”) is a wholly-owned subsidiary of Medical Informatics Engineering, Inc., headquartered at 6312 Constitution Drive, Fort Wayne, Indiana, 46804.

**II. JURISDICTION**

4. The Court has jurisdiction over the subject matter and over the Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

5. At all times relevant to this matter, Defendants were engaged in trade and commerce affecting consumers in the States insofar as Defendants provided electronic health records services to health care providers in the States. Defendants also maintained a website for patients and client health care providers located in the States.

1 **III. FINDINGS**

2 6. The States allege that Defendants engaged in conduct in violation of the Relevant  
3 Laws set forth above, which the Defendants deny.

4 7. The Court has reviewed the terms of this Consent Judgment and based upon the  
5 Parties' agreement and for good cause shown  
6

7 **IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

8 **IV. EFFECTIVE DATE**

9 8. This Consent Judgment shall be effective on the date it is entered by the Court.  
10

11 **V. DEFINITIONS**

12 9. "Administrative Safeguards" shall be defined in accordance with 45 C.F.R. §  
13 164.304 and are administrative actions, and policies and procedures, to manage the selection,  
14 development, implementation, and maintenance of security measures to protect Electronic  
15 Protected Health Information and to manage the conduct of the covered entity's or business  
16 associate's workforce in relation to the protection of that information.  
17

18 10. "Business Associate" shall be defined in accordance with 45 C.F.R. § 160.103  
19 and is a person or entity that provides certain services to or performs functions on behalf of  
20 covered entities, or other business associates of covered entities, that require access to Protected  
21 Health Information.

22 11. "Covered Entity" shall be defined in accordance with 45 C.F.R. § 160.103 and is  
23 a health care clearinghouse, health plan, or health care provider that transmits health information  
24 in electronic form in connection with a transaction for which the U.S. Department of Health and  
25 Human Services has adopted standards.  
26  
27  
28

1           12.     “Data Breach” shall mean the data theft from MIE’s and NMC’s computer system  
2 occurring in or about May 2015.

3           13.     “Electronic Protected Health Information” or “ePHI” shall be defined in  
4 accordance with 45 C.F.R. § 160.103.

5           14.     “Generic account” shall be defined as an account assigned for a specific role that  
6 can be used by unidentified persons or multiple persons. Generic account shall not include  
7 service accounts.  
8

9           15.     “Minimum Necessary Standard” shall refer to the requirements of the Privacy  
10 Rule that, when using or disclosing Protected Health Information or when requesting Protected  
11 Health Information from another Covered Entity or Business Associate, a Covered Entity or  
12 Business Associate must make reasonable efforts to limit Protected Health Information to the  
13 minimum necessary to accomplish the intended purpose of the use, disclosure, or request as  
14 defined in 45 C.F.R. § 164.502(b) and § 164.514(d).  
15

16           16.     “Privacy Rule” shall refer to the HIPAA Regulations that establish national  
17 standards to safeguard individuals’ medical records and other Protected Health Information,  
18 including ePHI, that is created, received, used, or maintained by a Covered Entity or Business  
19 Associate that performs certain services on behalf of the Covered Entity, specifically 45 C.F.R.  
20 Part 160 and 45 C.F.R. Part 164, Subparts A and E.  
21

22           17.     “Protected Health Information” or “PHI” shall be defined in accordance with 45  
23 C.F.R. § 160.103.  
24

25           18.     “Security Incident” shall be synonymous with “Intrusion” and shall be defined as  
26 the attempted or successful unauthorized access, use, disclosure, modification, or destruction of  
27  
28

1 information or interference with system operations in an information system in accordance with  
2 45 C.F.R. § 164.304.

3 19. “Security Rule” shall refer to the HIPAA Regulations that establish national  
4 standards to safeguard individuals’ Electronic Protected Health Information that is created,  
5 received, used, or maintained by a Covered Entity or Business Associate that performs certain  
6 services on behalf of the Covered Entity, specifically 45 C.F.R. Part 160 and 45 C.F.R. Part 164,  
7 Subparts A and C.  
8

9 20. “Technical Safeguards” shall be defined in accordance with 45 C.F.R. § 164.304  
10 and means the technology and the policy and procedures for its use that protect Electronic  
11 Protected Health Information and control access to it.  
12

## 13 VI. FACTUAL BACKGROUND

14 21. MIE is a third-party provider that licenses a web-based electronic health record  
15 application, known as WebChart, to healthcare providers. NMC provides or has provided patient  
16 portal and personal health records services to healthcare providers that enable patients to access  
17 and manage their electronic health records.  
18

19 22. At all relevant times, MIE and NMC were Business Associates within the  
20 meaning of HIPAA.

21 23. As Business Associates, Defendants are required to comply with HIPAA’s  
22 requirements governing the privacy and security of individually identifiable health information,  
23 as set forth in the Privacy and Security Rules.  
24

25 24. Plaintiffs’ investigation determined that Defendants, as described in the  
26 Complaint, engaged in multiple violations of the Relevant Laws and the regulations promulgated  
27 thereunder. Plaintiffs and Defendants have agreed to the Court’s entry of this Final Consent  
28

1 Judgment and Order without trial or adjudication of any issue of fact or law, and without  
2 admission of any facts alleged or liability of any kind. The Parties have reached an agreement  
3 hereby resolving the issues in dispute without the need for further court action. As evidenced by  
4 their signatures below, the Parties consent to the entry of this Consent Judgment and without an  
5 admission of liability or wrongdoing with regard to this matter.  
6

7 25. Plaintiffs incorporate by reference all the assertions in the Amended Complaint as  
8 if asserted herein.

9  
10 **VII. INJUNCTIVE PROVISIONS**

11 WHEREFORE, TO PROTECT CONSUMERS AND ENSURE FUTURE  
12 COMPLIANCE WITH THE LAW:

13 26. Defendants shall comply with all Administrative and Technical Safeguards and  
14 implementation specifications required by HIPAA.

15 27. Defendants shall comply with the States' deceptive trade practices acts in connection  
16 with their collection, maintenance, and safeguarding of consumers' personal and  
17 Protected Health Information, and maintain reasonable security policies and  
18 procedures to protect such information.  
19

20 28. Defendants shall comply with the States' breach notification acts.

21 29. Defendants shall comply with the States' PIPAs.

22 30. Defendants shall not make any representation that has the capacity, tendency, or  
23 effect of deceiving or misleading consumers in connection with the safeguarding of  
24 ePHI.  
25

26 31. Defendants shall implement and maintain an information security program that shall  
27 be written and shall contain administrative, technical, and physical safeguards  
28

1 appropriate to: (i) the size and complexity of Defendants' operations; (ii) the nature  
2 and scope of Defendants' activities; and (iii) the sensitivity of the personal  
3 information that Defendants maintain. It shall be the responsibility of the Privacy  
4 Officer or other designated individual to maintain, promulgate, and update the  
5 policies and procedures necessary to implement the information security program.

6  
7 32. Defendants shall not employ the use of generic accounts that can be accessed via the  
8 Internet.

9  
10 33. Defendants shall ensure that no generic account on its information system has  
11 administrative privileges.

12 34. Defendants shall require multi-factor authentication to access any portal they manage  
13 in connection with their maintenance of ePHI.

14 35. Defendants shall implement and maintain a Security Incident and Event Monitoring  
15 solution to detect and respond to malicious attacks. The Security Incident and Event  
16 Monitoring solution may utilize a suite of different solutions and tools to detect and  
17 respond to malicious attacks rather than a single solution.

18  
19 36. Defendants shall implement and maintain reasonable measures to prevent and detect  
20 SQL injection attacks that may impact any ePHI they maintain.

21 37. Defendants shall implement and maintain reasonable measures with respect to the  
22 creation of accounts in systems under the administrative control of Defendants with  
23 respect to their own employees with access to ePHI to limit and control their creation  
24 and ensure that accounts with access to such ePHI are properly monitored.

25  
26 Defendants shall implement and maintain a data loss prevention technology to detect  
27 and prevent unauthorized data exfiltration. The data loss prevention technology may  
28

1 utilize a suite of different solutions and tools to detect and prevent unauthorized data  
2 exfiltration.

3 38. Defendants shall require the use of multi-factor authentication by their employees  
4 when remotely accessing their system(s) that store or permit access to ePHI.  
5

6 39. Defendants shall maintain reasonable policies and procedures to ensure that logs of  
7 system activity are regularly and actively reviewed and analyzed in as close to real-  
8 time as possible.

9 40. Defendants shall implement and maintain password policies and procedures related to  
10 their employees requiring the use of strong, complex passwords, and ensuring the  
11 stored passwords are protected from unauthorized access.  
12

13 41. Defendants shall educate their clients on strong password policies and promote the  
14 use of multi-factor authentication by their clients. Defendants shall make the use of  
15 multi-factor authentication as well as Single Sign On (SSO) functions available to  
16 their clients.  
17

18 42. Defendants shall implement and maintain appropriate policies and procedures to  
19 respond to Security Incidents.

20 43. Defendants shall, at least annually, train relevant employees regarding their  
21 information privacy and security policies, and shall document such training.  
22

23 44. Defendants shall, within ninety (90) days of the Effective Date of this Consent  
24 Judgment, and thereafter annually for a period of five (5) additional years, engage an  
25 independent third-party professional who uses procedures and standards generally  
26 accepted in the profession to conduct a current, comprehensive, and thorough risk  
27 analysis of security risks and vulnerabilities to ePHI that they create, receive,  
28

1 maintain, or transmit, including a review of the actions or deficiencies that are the  
 2 subject of the Consent Judgment. A professional qualified to conduct such risk  
 3 analysis must be: (a) an individual qualified as a Certified Information System  
 4 Security Professional (CISSP) or as a Certified Information Systems Auditor (CISA);  
 5 or a similarly qualified person or organization; and (b) have at least five (5) years of  
 6 experience evaluating the effectiveness of computer systems or information system  
 7 security. Defendants may utilize an independent third-party vendor with which they  
 8 already have a contractual relationship to conduct the risk analysis, so long as the  
 9 contract between the parties provides that the person or persons performing the  
 10 analysis on behalf of the independent third-party vendor are qualified as a CISSP or  
 11 CISA. The independent third-party professional conducting the risk analysis shall  
 12 prepare a formal report (“Security Report”) including its findings and  
 13 recommendations, a copy of which shall be provided to the Indiana Attorney General  
 14 no later than one hundred eighty (180) days after the Effective Date of this Consent  
 15 Judgment, which the Indiana Attorney General may share with the States pursuant to  
 16 paragraph 56. Each year thereafter, a copy of the Security Report shall be provided  
 17 to the Indiana Attorney General within thirty (30) days of the anniversary of the  
 18 completion of the first Security Report, until the expiration of the five (5) year period.

19  
 20  
 21  
 22  
 23 45. Within ninety (90) days of their receipt of each Security Report, Defendants shall  
 24 review and, to the extent necessary, revise their current policies and procedures based  
 25 on the findings of the Security Report. Within one hundred eighty (180) days of  
 26 Defendants’ receipt of each Security Report, Defendants shall forward to the Indiana  
 27 Attorney General a description of any action they take and, if no action is taken, a  
 28

1 detailed description why no action is necessary, in response to each Security Report.

2 The document submitted to the Indiana Attorney General in response to each Security  
3 Report shall be titled “MIE Security Action Report,” a copy of which may be shared  
4 with the States pursuant to paragraph 56.  
5

6 46. Each Defendant shall designate a Privacy Officer or other official to ensure  
7 compliance with this Consent Judgment. The efforts of the Privacy Officer or other  
8 designated official in this regard shall be documented in the MIE Security Action  
9 Report that is submitted to the Indiana Attorney General and may be shared with the  
10 States pursuant to paragraph 56.  
11

12 **VIII. PAYMENT TO THE STATES**

13  
14 47. Defendant shall make payment to the States in the sum total of Nine Hundred  
15 Thousand (\$900,000.00) dollars, to be paid in three equal installments.

- 16 a. The first installment shall be remitted on July 1, 2019;  
17 b. The second installment shall be remitted on July 1, 2020; and  
18 c. The third installment shall be remitted on July 1, 2021.  
19

20 48. The money received by the Attorneys General pursuant to this settlement may be  
21 used for purposes that may include, but are not limited to, attorneys’ fees, and other  
22 costs of investigation and litigation, or be placed in, or applied to, any consumer  
23 protection law enforcement fund, including future consumer protection or privacy  
24 enforcement, consumer education, litigation or local consumer aid fund or revolving  
25 fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted  
26 by state law, at the sole discretion of the Attorneys General, where applicable, or any  
27 purpose allowable under state law.  
28

1 a. The amount payable to the Commonwealth of Kentucky pursuant to  
2 paragraph 47 includes Eight Thousand Ninety (\$8,090.00) dollars for the  
3 recovery of the of the Kentucky Attorney General’s reasonable costs of  
4 investigation and litigation. This amount is not in addition to, but is part  
5 of the amount payable to the Commonwealth of Kentucky. KRS  
6 48.005(4).  
7

8  
9 **IX. RELEASE**

10 49. Following full payment of the amounts due by Defendants under this Consent  
11 Judgment, Plaintiffs shall release and discharge Defendants from all civil claims that  
12 the States could have brought under the Relevant Laws, based on Defendants’  
13 conduct as set forth in the Amended Complaint. Nothing contained in this paragraph  
14 shall be construed to limit the ability of the States to enforce the obligations that  
15 Defendants or their officers, subsidiaries, affiliates, agents, representatives,  
16 employees, successors, and assigns have under this Consent Judgment. Further,  
17 nothing in the Consent Judgment shall be construed to create, waive, or limit any  
18 private right of action<sup>1</sup>.  
19

20  
21 50. Notwithstanding any term of this Consent Judgment, any and all of the following  
22 forms of liability are specifically reserved and excluded from the release in paragraph  
23 49 as to any entity or person, including Defendants:  
24

25  
26 

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<sup>1</sup> Consistent with this paragraph, Defendants and the Attorney General of Minnesota agree that as  
27 to Minnesota, the Attorney General of Minnesota through this Consent Judgment and Order does not settle, release,  
28 or resolve any claim against Defendants or any other person or entity involving any private causes of action, private  
claims, and private remedies including, but not limited to, private causes of action, private claims, or private  
remedies provided for under Minn. Stat. § 8.31.

- 1 a. Any criminal liability that any person or entity, including Defendants, has or may  
2 have to the States.
- 3 b. Any civil liability or administrative liability that any person or entity, including  
4 Defendants, has or may have to the States under any statute, regulation, or rule  
5 not expressly covered by the release in paragraph 25 above, including but not  
6 limited to, any and all of the following claims: (i) State or federal antitrust  
7 violations; (ii) State or federal securities violations; (iii) State insurance law  
8 violations; or (iv) State or federal tax claims.

9  
10  
11 **X. CONSEQUENCES OF NONCOMPLIANCE**

12 51. Defendants represent that they have fully read this Consent Judgment and understand  
13 the legal consequences attendant to entering into this Consent Judgment. Defendants  
14 understand that any violation of this Consent Judgment may result in any signatory  
15 Attorney General seeking all available relief to enforce this Consent Judgment,  
16 including an injunction, civil penalties, court and investigative costs, attorneys' fees,  
17 restitution, and any other relief provided by the laws of the State or authorized by a  
18 court. If any Plaintiff is required to file a petition to enforce any provision of this  
19 Judgment against one or more Defendants, the particular Defendant(s) involved in  
20 such petition agrees to pay all court costs and reasonable attorneys' fees associated  
21 with any successful petition to enforce any provision of this Judgment against such  
22 Defendant(s).

23  
24  
25 **XI. GENERAL PROVISIONS**

26 52. Any failure of Plaintiffs to exercise any of their rights under this Consent Judgment  
27 shall not constitute a waiver of their rights hereunder.

28

- 1 53. Defendants hereby acknowledge that their undersigned representative or  
2 representatives are authorized to enter into and execute this Consent Judgment.  
3 Defendants are and have been represented by legal counsel and have been advised by  
4 their legal counsel of the meaning and legal effect of this Consent Judgment.  
5
- 6 54. This Consent Judgment shall bind Defendants and their officers, subsidiaries,  
7 affiliates, agents, representatives, employees, successors, future purchasers, acquiring  
8 parties, and assigns.
- 9 55. Defendants shall deliver a copy of this Consent Judgment to, or otherwise fully  
10 apprise, their executive management having decision-making authority with respect  
11 to the subject matter of this Consent Judgment within thirty (30) days of the Effective  
12 Date.  
13
- 14 56. Defendants assert that the Security Report and the MIE Security Action Report  
15 required under this Consent Judgment contain confidential commercial information,  
16 confidential financial information, and/or trade secrets, and the States who receive the  
17 Security Report or MIE Security Action Report, whether from Defendants or another  
18 Attorney General, shall, to the extent permitted under the laws of the States, treat  
19 each report as confidential and exempt from disclosure under their respective public  
20 records laws.  
21
- 22 57. The settlement negotiations resulting in this Consent Judgment have been undertaken  
23 by Defendants and the States in good faith and for settlement purposes only, and no  
24 evidence of negotiations or communications underlying this Consent Judgment shall  
25 be offered or received in evidence in any action or proceeding for any purpose.  
26  
27  
28

1 58. Defendants waive notice and service of process for any necessary filing relating to  
2 this Consent Judgment, and the Court retains jurisdiction over this Consent Judgment  
3 and the Parties hereto for the purpose of enforcing and modifying this Consent  
4 Judgment and for the purpose of granting such additional relief as may be necessary  
5 and appropriate. No modification of the terms of this Consent Judgment shall be  
6 valid or binding unless made in writing, signed by the Parties, and approved by the  
7 Court in which the Consent Judgment is filed, and then only to the extent specifically  
8 set forth in such Court's Order. The Parties may agree in writing, through counsel, to  
9 an extension of any time period specified in this Consent Judgment without a court  
10 order.  
11

12  
13 59. Defendants do not object to ex parte submission and presentation of this Consent  
14 Judgment by the Plaintiff to the Court, and do not object to the Court's approval of  
15 this Consent Judgment and entry of this Consent Judgment by the clerk of the Court.  
16

17 60. The Parties agree that this Consent Judgment does not constitute an approval by  
18 Plaintiffs of any of Defendants' past or future practices, and Defendants shall not  
19 make any representation to the contrary.  
20

21 61. The requirements of the Consent Judgment are in addition to, and not in lieu of, any  
22 other requirements of state or federal law. Nothing in this Order shall be construed as  
23 relieving Defendants of the obligation to comply with all local, state, and federal  
24 laws, regulations, or rules, nor shall any of the provisions of the Consent Judgment be  
25 deemed as permission for Defendants to engage in any acts or practices prohibited by  
26 such laws, regulations, or rules.  
27  
28

1 62. This Consent Judgment shall not create a waiver or limit Defendants' legal rights,  
2 remedies, or defenses in any other action by any of the Plaintiffs, except an action to  
3 enforce the terms of this Consent Judgment or to demonstrate that Defendants were  
4 on notice as to the allegations contained herein.  
5

6 63. This Consent Judgment shall not waive Defendants' right to defend themselves, or  
7 make argument in, any other matter, claim, or suit, including, but not limited to, any  
8 investigation or litigation relating to the subject matter or terms of the Consent  
9 Judgment, except with regard to an action by any of the Plaintiffs to enforce the terms  
10 of this Consent Judgment.  
11

12 64. This Consent Judgment shall not waive, release, or otherwise affect any claims,  
13 defenses, or position that Defendants may have in connection with any investigations,  
14 claims, or other matters not released in this Consent Judgment.  
15

16 65. Defendants shall not participate directly or indirectly in any activity to form or  
17 proceed as a separate entity or corporation for the purpose of engaging in acts  
18 prohibited in this Consent Judgment or for any other purpose which would otherwise  
19 circumvent any part of this Consent Judgment.  
20

21 66. If any clause, provision, or section of this Consent Judgment shall, for any reason, be  
22 held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability  
23 shall not affect any other clause, provision, or section of this Consent Judgment and  
24 this Consent Judgment shall be construed and enforced as if such illegal, invalid, or  
25 unenforceable clause, section, or other provision had not been contained herein.  
26

27 67. Unless otherwise prohibited by law, any signatures by the Parties required for entry of  
28 this Consent Judgment may be executed in counterparts, each of which shall be

1 deemed an original, but all of which shall be considered one and the same Consent  
2 Judgment.

3 68. To the extent that there are any, Defendants agree to pay all court costs associated  
4 with the filing of this Consent Judgment.  
5

6 **XII. NOTICES UNDER THIS CONSENT JUDGMENT**

7 69. Any notices or other documents required to be sent to the Parties pursuant to the  
8 Consent Judgment shall be sent by United States Mail, Certified Return Receipt  
9 Requested, or other nationally recognized courier service that provides tracking  
10 services and identification of the person signing for the documents. The notices  
11 and/or documents required to be submitted to:  
12

13  
14 Douglas S. Swetnam (IN State Bar #15860-49)  
15 Section Chief – Data Privacy & ID Theft Unit  
16 Office of Attorney General Curtis Hill Jr.  
17 302 W. Washington St., 5th Floor  
18 Indianapolis, IN 46204  
19 Email: douglas.swetnam@atg.in.gov  
20 Telephone: (317) 232-6294

21  
22 Michael A. Eades (IN State Bar #31015-49)  
23 Deputy Attorney General  
24 Office of Attorney General Curtis Hill, Jr.  
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19 Florida Office of the Attorney General  
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21 Fort Lauderdale, FL 33301  
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39 Attorney for Plaintiff State of Iowa

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5 Email: sarah.dietz@ag.ks.gov  
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IT IS SO ORDERED, ADJUDGED AND DECREED, on the 28th day of May,  
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/s/ Robert L. Miller, Jr.  
Hon. Robert L. Miller, Jr.

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