

DOCKET NO. HHD-CV13- 6044810-S	:	
	:	SUPERIOR COURT
STATE OF CONNECTICUT,	:	
<i>Plaintiff,</i>	:	JUDICIAL DISTRICT OF HARTFORD
	:	
v.	:	AT HARTFORD
	:	
CITIBANK, N.A.,	:	
<i>Defendant.</i>	:	AUGUST 29, 2013

**FINAL JUDGMENT BY STIPULATION**

This action, by writ and complaint, claiming injunctive relief, restitution, and civil penalties (the “Action”), came to this Court on August 29, 2013, and thence to the present time when the parties to this action (the “Parties”) appeared and filed a written Stipulation, filed herewith, that judgment be entered as hereinafter set forth.

The Parties to this Final Judgment by Stipulation (“Stipulated Judgment”) are the Plaintiff, State of Connecticut (the “State”), by and through the Connecticut Attorney General, George Jepsen, and the Defendant Citibank, N.A. (“Citibank”).

This is a Stipulated Judgment for which execution may issue. The Parties consent to entry of this Stipulated Judgment without further notice.

By its signature on this Stipulated Judgment, and except as otherwise set forth herein, Citibank waives any right to appeal, petition for certiorari or writ of error, or move to reargue or

otherwise be heard on any challenge to this Stipulated Judgment in the form originally signed and submitted to the Court by the Parties. The Parties retain any right afforded by law to notice of, and to oppose, brief, and be heard on, any motion or other proceeding for enforcement, or execution of this Stipulated Judgment, and the right to appeal any subsequent order of any court relating to this Stipulated Judgment.

Now, therefore, before any testimony has been taken, without trial or adjudication on any issue of fact or law, and without any admission by Citibank of any wrongdoing, **IT IS HEREBY AGREED, ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:**

**I. JURISDICTION**

1. Pursuant to the Connecticut Unfair Trade Practices Act (“CUTPA”), Chapter 735a of the General Statutes, jurisdiction of this Court over the subject matter and over Citibank for the purpose of entering into and enforcing this Stipulated Judgment is admitted.

2. Jurisdiction is retained by this Court for the purpose of enabling the State or Citibank to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein or execution of this Stipulated Judgment, including enforcement of this Stipulated Judgment and punishment for any violation of this Stipulated Judgment.

3. If the State is required to file a petition to enforce any provision of this Stipulated Judgment against Citibank, Citibank agrees to pay all court costs and reasonable attorneys’ fees

associated with any successful petition to enforce any provision of this Stipulated Judgment.

4. Citibank waives any defect associated with service of the State's Complaint and this Stipulated Judgment and does not require issuance or service of a Summons.

## **II. DISCLAIMER OF ADMISSIONS**

This Stipulated Judgment is the result of a compromise agreement. Nothing in this Stipulated Judgment or in any act performed by Citibank, or in any document executed pursuant to this Stipulated Judgment, shall be construed as an admission by Citibank of any fact, liability, issue of law, conclusion of law or violation of any statutory or regulatory laws, nor shall compliance with this Stipulated Judgment constitute or be construed as an admission by Citibank of any fact, liability, issue of law, conclusion of law or violation of any statutory or regulatory laws. Moreover, nothing in this Stipulated Judgment or in any of the undertakings by Citibank herein shall imply that Citibank failed to comply with any law, including, but not limited to, any federal or state information security or breach notification law or requirement.

## **III. PERMANENT INJUNCTIVE RELIEF**

Pursuant to General Statutes § 42-110m, unless otherwise specifically noted in this Section III, Citibank shall be and hereby is permanently enjoined as follows:

1. Citibank shall notify Connecticut residents of any future security incident involving Account Online, and provide notification to the Attorney General, to the extent that Citibank is required by General Statutes § 36a-701b to provide such notifications.

2. Pursuant to General Statutes § 42-110m, Citibank shall maintain reasonable

security procedures and practices to protect Account Online in the future, as may be required by General Statutes § 42-471.

3. The terms of this Stipulated Judgment, including the injunctive terms, are applicable to Citibank, including its successors and assigns of all or substantially all of the assets of its business, only with respect to the "Account Online" system, at which Citibank provides its consumer credit card customers with access to information relating to their credit card accounts (referred to as "Account Online"), located at <https://www.accountonline.com> as it is currently named or as it may be renamed in the future. This Stipulated Judgment shall not apply to any service, product, operation or Web site of Citibank other than Account Online, nor to any other affiliate or subsidiary of Citibank or to any service, product, operation or Web site of any affiliate or subsidiary of Citibank, except to the extent that Citibank transfers the ownership and operation of Account Online to an affiliate or subsidiary.

4. For any future security incidents involving Account Online regarding which Citibank is required by General Statutes § 36a-701b to provide a Connecticut resident with notice, Citibank shall also provide the Connecticut resident with credit monitoring, at no cost to the individual, for a period of two (2) years; provided that Citibank shall not be required to provide credit monitoring to a Connecticut resident if: (A) Citibank reasonably and in good faith believes that the individual is not at risk of identity theft as a result of the incident; or (B) the "personal information," as defined in General Statutes §§ 36a-701b, involved in the incident includes only a Connecticut resident's name and Citibank account number.

5. For purposes of this Stipulated Judgment: (A) "credit monitoring" shall mean a

service designed to monitor the credit files relating to a consumer that are maintained by the three nationwide consumer reporting agencies; and (B) "identity theft" shall mean a fraud committed or attempted using the identifying information of another person, without the person's authority, to open a new financial account in the individual's name.

6. Within 180 days after entry of this Stipulated Judgment, Citibank shall seek to obtain an information security audit of Account Online. Such audit shall be conducted by an independent third party selected by Citibank. Within 30 days after completion of the audit, Citibank shall disclose to the Attorney General a detailed summary of the audit findings. If that audit were to identify any deficiencies or recommendations for correction, the identification of those items alone shall not constitute a violation of this Stipulated Judgment or of the laws of Connecticut; rather, the parties shall meet and confer in good faith as to a course and timetable for corrective action, if any. The Attorney General reserves his rights to investigate, or enforce the terms of this Stipulated Judgment, following the meeting and conferring with Citibank.

#### IV. MONETARY PROVISIONS

7. Citibank shall pay forthwith to the State the amount of \$55,000.00 to be allocated as follows:

- a. \$15,000.00 as civil penalties pursuant to General Statutes § 42-471, which sum shall be deposited into the Privacy Protection Guaranty and Enforcement Account established pursuant to General Statutes § 42-472a;

and

- b. \$40,000.00 pursuant to CUTPA, which sum shall be deposited in the State's General Fund.

8. Payment shall be made no later than fifteen (15) days after the date this Stipulated Judgment is entered and shall be made by check payable to the "Treasurer, State of Connecticut," and shall be delivered to the Attorney General's Office, Consumer Protection Department, 110 Sherman Street, Hartford, Connecticut 06105, Attn: Matthew F. Fitzsimmons, Assistant Attorney General.

9. Except as otherwise expressly provided herein, each party shall bear its own attorney's fees and costs.

#### **GENERAL PROVISIONS**

10. Jurisdiction is retained for the purpose of enabling any party to the Stipulated Judgment to apply to the Court for such further orders and directions as may be necessary and appropriate for the construction and carrying out of the Stipulated Judgment, for the modification or dissolution of any injunctive provisions hereof, for enforcement of compliance herewith, or for the punishment of violations of violations hereof.

11. Except as expressly provided in this Stipulated Judgment, nothing in this Stipulated Judgment shall be construed as relieving Citibank of its obligations to comply with all state and federal laws, regulations or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

12. Citibank shall use reasonable efforts to notify its officers, directors, employees,

agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Judgment of the obligations, duties, and responsibilities imposed on Citibank by this Stipulated Judgment.

13. This Stipulated Judgment represents the full and complete terms of the settlement entered into by the Parties hereto.

14. If any portion of this Stipulated Judgment is held invalid by operation of law, the remaining terms of this Stipulated Judgment shall not be affected and shall remain in full force and effect.


15. Nothing in this Stipulated Judgment shall be construed to waive, limit, or expand any claim of sovereign immunity the State may have in any action or proceeding.

16. Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Stipulated Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Stipulated Judgment.

17. This Stipulated Judgment shall take effect immediately upon entry thereof.

**CONSENTED AND AGREED TO:**

Dated: August 29, 2013

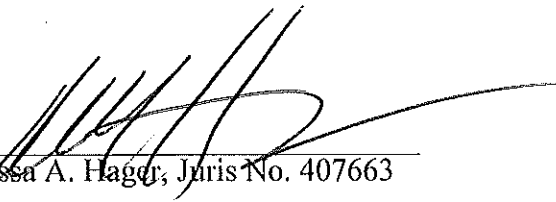
By:  \_\_\_\_\_

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STATE OF CONNECTICUT

MORRISON & FOERSTER LLP

Dated: August 26, 2013

BY:  \_\_\_\_\_  
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