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Clerk of the Superior Court  
By Nora Lopez, Deputy Clerk

10 *Attorneys for Plaintiff, the People of the State of*  
11 *California*

[EXEMPT FROM FILING FEES  
PURSUANT TO GOVERNMENT  
CODE SECTION 6103]

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN DIEGO

14  
15 THE PEOPLE OF THE STATE OF CALIFORNIA,

Case No. 37-2024-00027643-CU-BT-CTL

16 Plaintiff,

**COMPLAINT FOR INJUNCTION, CIVIL  
PENALTIES, AND OTHER EQUITABLE  
RELIEF**

17 v.

18 BLACKBAUD, INC., a corporation,

(Bus. & Prof. Code, §§ 17200 et seq., 17500 et  
seq.)

19 Defendant.

20  
21 The People of the State of California (People), by and through Rob Bonta, Attorney  
22 General of the State of California, bring this action against Defendant Blackbaud, Inc.  
23 (Defendant) for violations of California's Unfair Competition Law, Business and Professions  
24 Code section 17200 et seq., and False Advertising Law, Business and Professions Code section  
25 17500 et seq. The People allege the following facts based on investigation, information, or belief:

26 **INTRODUCTION**

27 1. Blackbaud is a publicly traded software-as-a-service company for not-for-profit  
28 companies, foundations, education institutions, healthcare organizations, and others. It offers

1 solutions to help its customers in securing resources, managing their operations, delivering their  
2 programs, and measuring their impact. Blackbaud claims that at the end of 2019 it had over  
3 45,000 customers located in over 100 countries.

4 2. Blackbaud maintains, among other things, names, Social Security numbers, bank  
5 account information, and medical information of California residents for Blackbaud customers  
6 who store such personal information in connection with their use of Blackbaud's products and  
7 services.

8 3. Blackbaud, however, failed to use appropriate information security practices to  
9 protect consumers' personal information resulting in a 2020 data breach in which a threat actor  
10 accessed Blackbaud's customer databases and stole personal information relating to California  
11 residents. Blackbaud compounded the impact of the breach when it made unfair, deceptive,  
12 untrue, and misleading statements about its security practices at the time of the breach and in  
13 downplaying the severity of the data breach.

#### 14 **PARTIES**

15 4. Plaintiff is the People of the State of California. The People bring this action by  
16 and through Rob Bonta, Attorney General, who is authorized by Business and Professions Code  
17 sections 17204 and 17206 to bring actions to enforce the Unfair Competition Law, and Business  
18 and Professions Code section 17536 to bring actions to enforce the False Advertising Law.

19 5. Defendant Blackbaud is a Delaware corporation with its principal office located at  
20 65 Fairchild Street, Charleston, South Carolina 29492.

#### 21 **JURISDICTION AND VENUE**

22 6. The Court has jurisdiction over the subject matter of this action, jurisdiction over  
23 the parties to this action, and venue is proper in this Court.

24 7. Blackbaud has transacted business within the State of California, including the  
25 County of San Diego, at all times relevant to this complaint. The violations of law described  
26 herein occurred in the County of San Diego, and elsewhere in the State of California.

1 **FACTS**

2 **I. BLACKBAUD’S PRE-BREACH SECURITY REPRESENTATIONS**

3 8. At times relevant to this action, Blackbaud represented to its customers that its  
4 “security, privacy, and risk-management teams work every day to ensure the safety of [its  
5 customers’] data by adhering to industry standard practices, conducting ongoing risk assessments,  
6 aggressively testing the security of our products, and continually assessing our infrastructure.”

7 9. At times relevant to this action, Blackbaud represented in its privacy policy that  
8 “[w]e protect our databases with various physical, technical and procedural measures and we  
9 restrict access to your information by unauthorized persons.”

10 **II. BLACKBAUD DATA BREACH**

11 10. On May 14, 2020, Blackbaud’s technology personnel detected unauthorized access  
12 to the company’s systems. The threat actor who gained unauthorized access to Blackbaud’s  
13 systems threatened to publish several hundred terabytes of Blackbaud’s customers’ sensitive data  
14 if a ransom was not paid. Blackbaud thereafter paid the threat actor a ransom in exchange for the  
15 threat actor’s promise to destroy this data.

16 11. Following an investigation by Blackbaud, the company determined the threat actor  
17 had been able to access and exfiltrate personal data belonging to over 13,000 Blackbaud  
18 customers, including customers in California. The consumer data accessed and exfiltrated  
19 included Social Security numbers, bank account information, and medical information.

20 12. Reasonable security procedures and practices could have protected the personal  
21 information of California residents from unauthorized access or disclosure.

22 13. For example, the threat actor was able to gain entry to Blackbaud’s system by  
23 using a Blackbaud customer’s compromised login and password to access the customer’s  
24 Blackbaud virtual desktop environment. Blackbaud did not implement appropriate password  
25 controls, such as mandating all customers accessing sensitive environments rotate passwords and  
26 avoid default, weak, or identical passwords. Blackbaud also failed to mandate authentication  
27 protocols, like multi-factor authentication, as a separate layer of security to protect its system  
28 from unauthorized entry.

1           14.     Prior to the data breach, Blackbaud also had additional vulnerabilities, including  
2 failing to implement appropriate network segmentation. Because of these vulnerabilities and the  
3 lack of appropriate network segmentation, the threat actor was able to escape the customer virtual  
4 desktop environment, escalate his access to that of an administrator, and then move across  
5 multiple Blackbaud-hosted environments. The threat actor was consequently able to access data  
6 that, had appropriate measures been put in place, otherwise would have been inaccessible to him.

7           15.     Blackbaud also failed to adequately prevent its customers from storing personal  
8 information of consumers, including Californians, in unencrypted fields, even though these fields  
9 did not include the degree of security necessary for the storage of information of that nature.  
10 Blackbaud's failure includes not implementing an adequate inventory process, such as through  
11 the use of a sufficiently robust commercially-available automated tool, to detect and prevent  
12 personal information of consumers from being located outside designated, encrypted, locations.  
13 This resulted in the threat actor being able to access personal information of California residents.

14           16.     Most troubling, Blackbaud stored data belonging to Blackbaud's customers for  
15 years longer than necessary. This data contained unencrypted personal information of California  
16 residents. Had Blackbaud implemented data minimization principles or appropriate retention  
17 policies, it could have mitigated the threat actor's exfiltration of data.

18           17.     Finally, Blackbaud did not implement appropriate threat and intrusion detection  
19 processes, which allowed the threat actor to move throughout its systems and exfiltrate data  
20 undetected from early February 2020 until the threat actor was detected in mid-May 2020.

### 21     **III.   BLACKBAUD'S STATEMENTS ABOUT THE DATA BREACH**

22           18.     On July 16, 2020, Blackbaud announced the incident on its website and notified  
23 impacted customers by email. In both, Blackbaud stated the threat actor did not access bank  
24 account information or Social Security numbers. Blackbaud reiterated this representation in its  
25 subsequent communications and conversations with customers.

26           19.     Blackbaud's statements were false, which Blackbaud knew or should have known  
27 at the time it made the representations. In fact, by early August 2020 Blackbaud knew consumer  
28 bank account information and Social Security numbers were exfiltrated by the threat actor. Yet,

1 Blackbaud continued to make representations that the threat actor did not access bank account  
2 information or Social Security numbers. It was not until late September 2020 that Blackbaud sent  
3 out supplemental notifications to its customers and the public admitting and alerting them to the  
4 fact this personal information was compromised.

5 20. Additionally, in its initial July 16, 2020, announcement on its website and  
6 subsequent communications with customers, Blackbaud repeated its pre-breach statement that it  
7 “follow[s] industry-standard best practices[.]”

8 21. Again, Blackbaud’s statements were false, which Blackbaud knew or should have  
9 known at the time it made the representations. Blackbaud lacked reasonable security procedures  
10 and practices to protect the personal information of California residents from unauthorized access  
11 or disclosure.

#### 12 **FIRST CAUSE OF ACTION**

#### 13 **VIOLATIONS OF THE UNFAIR COMPETITION LAW** 14 **(BUSINESS AND PROFESSIONS CODE SECTION 17200 ET SEQ.)**

15 22. The People re-allege and incorporate by reference each of the paragraphs above as  
16 though fully set forth herein.

17 23. Blackbaud engaged in unlawful, unfair or fraudulent acts and practices and unfair,  
18 deceptive, untrue or misleading advertising and acts prohibited by Business and Professions Code  
19 section 17500, which constitute unfair competition within the meaning of Section 17200 of the  
20 Business and Professions Code.

21 24. Blackbaud’s acts or practices that violate Section 17200 of the Business and  
22 Professions Code include, but are not limited to, failing to implement and maintain reasonable  
23 security procedures and practices to protect personal information from unauthorized access,  
24 destruction, use, modification, or disclosure in violation of Civil Code section 1798.81.5,  
25 subdivision (b). This provision requires a business that owns or maintains personal information  
26 about a California resident to implement and maintain reasonable security procedures and  
27 practices appropriate to the nature of the information, and to protect the personal information  
28 from unauthorized access, destruction, use, modification, or disclosure. (Cal. Civ. Code

1 § 1798.81.5, subd. (b).) The statute defines personal information to include name and Social  
2 Security number, financial information, as well as “medical information[.]” (*Id.* § 1798.81.5,  
3 subds. (d)(1)(A)(i), (iii) & (iv), (d)(2).)

4 25. Blackbaud’s acts or practices that violate Section 17200 of the Business and  
5 Professions Code also include, but are not limited to, making false, deceptive, or misleading  
6 statements regarding its security measures in place at the time of the data breach and its  
7 statements regarding the data breach.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATIONS OF THE FALSE ADVERTISING LAW**  
10 **(BUSINESS AND PROFESSIONS CODE SECTION 17500 ET SEQ.)**

11 26. The People re-allege and incorporate by reference each of the paragraphs above as  
12 though fully set forth herein.

13 27. Blackbaud engaged in acts or practices that constitute violations of Business and  
14 Professions Code section 17500 by making or disseminating, or causing to be made or  
15 disseminated, untrue or misleading statements with the intent to induce members of the public to  
16 use Blackbaud’s services or products when Blackbaud knew, or by the exercise of reasonable care  
17 should have known, that the statements were untrue or misleading.

18 28. Blackbaud’s untrue or misleading statements include, but are not limited to, its  
19 statements regarding its security measures in place at the time of the data breach and its  
20 statements regarding the data breach.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment as follows:

23 1. Under Business and Professions Code sections 17203 and 17535, that Blackbaud,  
24 its affiliates, subsidiaries, successors and assigns, its officers and employees, and all persons who  
25 act in concert with Blackbaud, be permanently enjoined from committing any unlawful, unfair, or  
26 fraudulent acts of unfair competition in violation of Business and Professions Code section 17200  
27 and false advertising in violation of Business and Professions Code section 17500 as alleged in  
28 this Complaint;

