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Superior Court  
Linda Myhre Enlow  
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STATE OF WASHINGTON  
THURSTON COUNTY SUPERIOR COURT

WASHINGTON STATE DEPARTMENT  
OF SOCIAL AND HEALTH SERVICES,  
and STATE OF WASHINGTON,

Plaintiffs,

v.

FIDELITY INFORMATION SERVICES, LLC,

Defendant.

NO. 25-2-02850-34

COMPLAINT FOR INJUNCTIVE  
AND DECLARATORY RELIEF

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AND DECLARATORY RELIEF

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CONFORMED

## I. INTRODUCTION

1. The Washington State Department of Social and Health Services (DSHS) and the State of Washington bring this action to prevent DSHS's contractor, Fidelity Information Services (FIS), from disclosing the personally identifiable information of over one million Washington residents who applied for or receive food benefits.

2. The data does not belong to FIS, and the contract between DSHS and FIS specifically prohibits FIS from disclosing this information without "the express written consent of DSHS."

3. Nevertheless, upon information and belief, FIS intends to disclose this information to the U.S. Department of Agriculture Food and Nutrition Service Division (USDA) without DSHS's consent. This is not only a breach of FIS's contractual obligations to DSHS, but a deliberate end-run by the USDA that flouts a statutory requirement that any request to inspect these records must be made through the State agency and is subject to data and security protocols agreed to by the State agency.

4. In addition, USDA has made clear it intends to share this information with other federal agencies, including the Department of Homeland Security (DHS), for unauthorized purposes—specifically, immigration enforcement.

5. Were FIS to disclose this information to USDA, permitting it to be used by the Federal Government for President Trump's mass deportation scheme, that would also breach FIS's contractual requirement to perform its obligations "in a manner that does not compromise the health and safety of any DSHS client." Further, it would be a violation of the Washington Law Against Discrimination (WLAD) because it discriminates against food benefit recipients, applicants, or account holders on the basis of their immigration status.

6. And because the disclosure would be a violation of the WLAD, it would be a *per se* violation of the Consumer Protection Act (CPA), as well as independently violating the CPA through its unfairness.

1           7.       FIS's disclosure threatens to put highly sensitive information about some of  
2 Washington's most vulnerable residents into the hands of a federal government that has  
3 prioritized deportation quotas over due process.

4           8.       Plaintiffs seek a temporary restraining order, a preliminary injunction, and a  
5 permanent injunction enjoining FIS from providing Washington's food benefits data to USDA.  
6 The Court should also enter a declaratory judgment, declaring the rights of DSHS and FIS with  
7 respect to the data in FIS's possession, and confirming that FIS cannot disclose that information  
8 to anyone, not even the Federal Government, without DSHS's express written consent.

## 9                               **II.       JURISDICTION AND VENUE**

10          9.       The Department of Social and Health Services brings this action to enforce  
11 contractual rights, for damages, and for injunctive and declaratory relief. This court has  
12 jurisdiction over DSHS's claims under RCW 2.08.010 and RCW 7.24.010.

13          10.       The state of Washington brings its claims under the provisions of the Washington  
14 Law Against Discrimination, chapter 49.60 RCW, and the Washington Consumer Protection  
15 Act, chapter 19.86 RCW. A violation of the WLAD is a *per se* violation of the CPA. This court  
16 has jurisdiction over the State's claims pursuant to RCW 2.08.010 and RCW 7.24.010.

17          11.       Personal jurisdiction is appropriate because Fidelity Information Services  
18 conducts business in the state of Washington, including in Thurston County, as a contractor for  
19 DSHS, and is therefore subject to the jurisdiction of this court. FIS also conducts business in the  
20 state of Washington, including in Thurston County, with Washington residents who maintain  
21 Supplemental Nutrition Assistance Program (SNAP) and/or Food Assistance Program for Legal  
22 Immigrants (FAP) accounts with FIS.

23          12.       Additionally, personal jurisdiction is appropriate because FIS agreed to submit to  
24 the jurisdiction of this court pursuant to its contract with DSHS, which states, "[T]he venue of  
25 any action brought hereunder shall be in Superior Court for Thurston County."  
26

13. Venue is proper in this Court under the forum selection clause in the contract between FIS and DSHS. *Dix v. ICT Group, Inc.*, 160 Wn.2d 826, 834, 161 P.3d 1016 (2007) (“Forum selection clauses are prima facie valid.”).

### III. PARTIES

### A. Plaintiffs

14. Plaintiff Washington State Department of Social and Health Services is an agency of the state of Washington and is created by statute in chapter 43.20A RCW. DSHS delivers a variety of social services, employment supports, safety programs, and behavioral health care to the people of Washington State. DSHS brings this action to enforce its rights under its contract with FIS.

15. Plaintiff State of Washington is a sovereign state of the United States. It is represented by the Attorney General Nicholas Brown. The Attorney General is authorized to commence this action pursuant to under RCW 43.10.030(1)–(2), to vindicate the public interest, including the rights of Washington citizens to privacy in their data and to non-discriminatory, fair, and non-deceptive treatment by entities acting in trade or commerce in Washington State. The Attorney General is also authorized to commence this action pursuant to RCW 19.86.080 and RCW 19.86.140. The Attorney General, brings this action in the name of the State to address practices that violate the Consumer Protection Act and Washington’s Law Against Discrimination.

## B. Defendant

16. Defendant Fidelity Information Services, LLC is an Arkansas corporation headquartered in Jacksonville, Florida. FIS is a subsidiary of Fidelity National Information Services, Inc, (Fidelity National) a financial technology company incorporated under the laws of Georgia and headquartered in Jacksonville, Florida.

17. FIS is engaged in trade or commerce through marketing, advertising, offering and providing its product and services in Washington for purposes of RCW 19.86.010(2).

1 18. Through a series of mergers and acquisitions over the last twenty years, Fidelity  
2 National has grown into the world's largest payments and processing company, with annual  
3 revenue over \$10 billion. On April 17, 2025, Fidelity National announced a pair of transactions  
4 worth around \$20 billion with Global Payments Inc. that is expected to close in the first half of  
5 2026, "subject to regulatory approvals."<sup>1</sup>

#### 6 IV. FACTUAL ALLEGATIONS

##### 7 A. DSHS Administers Benefits Programs, Including Food Assistance Programs

8 19. DSHS's mission statement is: "We partner with people to access support, care  
9 and resources." Its vision is: "People find human services to shape their own lives."

10 20. Consistent with its mission and vision, DSHS provides a variety of services  
11 including long-term care services as a part of the state Medicaid program (chapter 74.39A  
12 RCW), services for developmentally disabled children and adults (chapter 71A.12 RCW), and,  
13 at issue in this lawsuit, food benefits (chapter 74.04 RCW).

14 21. In administering these benefits, DSHS, as well as FIS, its contractor, must follow  
15 Washington law, including the Washington Law Against Discrimination, which prevents  
16 discrimination on the basis of national origin, citizenship status, or immigration status.  
17 RCW 49.60.030(1).

18 22. DSHS administers the *federally* funded Supplemental Nutrition Assistance  
19 Program (SNAP) in Washington as a program called "Basic Food." WAC 388-400-0040.

20 23. For purposes of administering SNAP, DSHS follows federal regulations for  
21 eligibility, promulgated by the USDA. WAC 388-400-0040(2)(b).

22 24. SNAP Eligibility criteria include qualifications based on citizenship or immigrant  
23 status. WAC 388-400-0400(3)(a); WAC 388-424-0020.

24  
25  
26 <sup>1</sup> *FIS Announces Sale of Worldpay State and Strategic Acquisition of Global Payments' Issuer Solutions Business*, FIS Global (April 17, 2025) <https://www.fisglobal.com/about-us/media-room/press-release/2025/fis-sale-of-worldpay-stake-and-strategic-acquisition-of-global-payments-issuer-solutions-business>.

1           25. Independent of, but related to, the federally funded SNAP, DSHS also  
2 administers the fully *state* funded Food Assistance Program (FAP), which provides a food  
3 benefit for lawfully present noncitizens who would be eligible for SNAP but for their  
4 immigration status. WAC 388-400-0050(1).

5           26. In State Fiscal Year 2024, more than 1.2 million people received benefits through  
6 Washington's food assistance programs, and at any given time, around 11.5 percent of the state's  
7 population is enrolled in a food assistance program, approximately a third of whom are children.

8           27. To apply for either SNAP or FAP, applicants must provide sensitive information  
9 about themselves and everyone who lives with them.

10          28. The type of information they must provide includes the applicant's name, address,  
11 date of birth, social security number, income, employment status, and other information about  
12 themselves for purposes of determining eligibility.

13          29. The application forms specify the uses for which this information can be put.

14          30. Households of mixed immigration status are common amongst SNAP and FAP  
15 recipients.

16          31. It is common, for example, for a parent of citizen children to have an immigration  
17 status making the parent ineligible for SNAP even though the children are eligible. In this  
18 situation, the parent is permitted to apply for SNAP on their children's behalf and, since the  
19 children are minors, to be the account holder and make decisions about how to use the SNAP  
20 benefit on behalf of their children.

21          32. Because the information collected for purposes of administering SNAP and FAP  
22 is so sensitive and could expose applicants and recipients to serious harm if disclosed, it is  
23 protected by state and federal confidentiality laws. RCW 74.04.060; 7 U.S.C. § 2020(e)(8).

24          33. DSHS guards this information carefully and makes disclosures only as permitted  
25 or required by law for necessary purposes in connection with administering the programs.  
26

1           34.     USDA is permitted to request some of DSHS's information related to SNAP to  
2 ensure that DSHS complies with federal program requirements, but this is subject to DSHS's  
3 agreement to data and security protocols to ensure this information is protected.  
4 7 U.S.C. § 2020(a)(3).

5           35.     USDA must request this information from DSHS and is not authorized to bypass  
6 DSHS or these security protocols by requesting the information from DSHS's contractor.

7           36.     USDA has no right to request DSHS's information related to FAP.

8 **B.     DSHS Contracts with FIS to Deliver Benefits Payments Subject to Strict**  
9 **Information Protections**

10          37.     Since 2015, DSHS has contracted with FIS to deliver benefits payments to  
11 beneficiaries, including SNAP and FAP payments.

12          38.     In October 2022, DSHS and FIS entered into their most recent EBT Financial  
13 Services Contract (the Contract) under which FIS promises to operate, maintain and support  
14 DSHS's Electronic Benefits Transfer (EBT) system for the delivery of public assistance benefits.

15          39.     To enable FIS to deliver benefits payments to SNAP and FAP participants, DSHS  
16 provides FIS with confidential and sensitive information, including the participants' names,  
17 Social Security numbers, addresses, dates of birth, and other personally identifiable information.

18          40.     Under the Contract, FIS is bound to comply with strict safeguards to protect this  
19 information. Generally, the contract provides that the data regarding SNAP and FAP participants  
20 belongs to DSHS, and it cannot be disclosed without DSHS's permission.

21          41.     For example, the Contract makes clear that DSHS own "all right, title, and interest  
22 in and to DSHS's Confidential Information" and "continue[s] to own any Confidential  
23 Information that it provides." "Confidential Information" includes "Personal Information,"  
24 which means "information identifiable to any person" and includes "a person's  
25 name, . . . addresses, telephone numbers, Social Security Numbers," and other sensitive  
26 information that DSHS seeks to protect.

1           42.     Section 10.e of the Contract’s Special Terms and Conditions states, “The use or  
2 disclosure by [FIS] of any DSHS information not necessary for, or directly connected with, the  
3 performance of [FIS’s] responsibility with respect to Services is prohibited, *except upon the*  
4 *express written consent of DSHS*” (emphasis added).

5           43.     Section 6 of the Contract requires that FIS “shall not use, publish, transfer, sell or  
6 otherwise disclose any Confidential Information gained by reason of this Contract for any  
7 purpose that is not directly connected with Contractor’s performance of the services  
8 contemplated hereunder.”

9           44.     Section 10.a of the Contract’s Special Terms and Conditions imposes additional  
10 Protection Obligations on FIS, including that “prior to disclosing any Proprietary Information or  
11 Confidential Information of the other party to any third party, it will obtain from that third party  
12 a written acknowledgment that such third party will be bound by the same terms as specified in  
13 this Special Terms and Conditions Section.”

14           45.     Section 10.a also requires that FIS will comply with any policy, rule, or  
15 reasonable requirement of DSHS that relates to the safeguarding or disclosure of information  
16 relating to recipients, FIS’s operations, or the services performed by FIS under the Contract.

17           46.     The Contract further requires FIS to resist efforts by third parties to compel it to  
18 disclose Confidential Information and refrain from any actions that interfere with its contractual  
19 duties. Under Section 20.v of the Special Terms and Conditions, FIS must “notify [DSHS] in the  
20 most expeditious fashion possible” when it receives a legal demand concerning DSHS’s system,  
21 such as a “subpoena or other legal process commented by a third party,” and FIS “agrees to  
22 cooperate with [DSHS] in any lawful effort by [DSHS] to contest the legal validity” of those  
23 third-party requests for information.

24           47.     The Contract provides DSHS with robust monitoring and audit rights to ensure  
25 FIS is complying with its contractual obligations. For instance, DSHS “reserves the right to  
26

1 monitor, audit or investigate [FIS's] use of DSHS Confidential Information . . . collected, used,  
2 or acquired by [FIS] under the Agreement.”

3 48. Further, the Contract prohibits FIS from “engag[ing] in any business or personal  
4 activities or practices or maintain[ing] any relationships which conflict in any way with [FIS]  
5 fully performing its obligations” and from engaging in “any practices, activities or relationships  
6 that could reasonably be considered to be in conflict with [FIS's] fully performing his/her  
7 obligations to DSHS.”

8 49. FIS is required to “perform any and all of its obligations under this Contract in a  
9 manner that does not compromise the health and safety of any DSHS client with whom the [FIS]  
10 has contact.”.

11 50. FIS must also “comply with all applicable federal, State and local laws . . . subject  
12 to DSHS's reasonable interpretation of such laws.”

13 51. It is the law of the state of Washington that the information of public benefits  
14 applicants and recipients must be protected from unauthorized disclosure or improper use.  
15 RCW 74.04.060.

16 52. Beneficiaries who provide their information to DSHS when they apply for  
17 benefits are told that DSHS, including its contractor FIS, will use this information for only  
18 limited purposes including providing benefits, and will take steps to safeguard it and prevent its  
19 unlawful use.

20 53. Until recently, the Federal Government made this same promise. As recently as  
21 February 2, 2025, the USDA FNS website contained a section titled “SNAP Eligibility for Non-  
22 Citizens” that had a banner at the top of the page that said “Important” in bold large type and  
23 said “You can apply for or receive SNAP without immigration consequences.”<sup>2</sup> The website's  
24 FAQ stated, “you will not be deported, denied entry into the U.S., denied permanent resident  
25

26 <sup>2</sup> See Web Archive: *SNAP Eligibility for Non-Citizens*, USDA Food and Nutrition Service (Jan. 27 2025)  
<https://web.archive.org/web/20250202100047/https://www.fns.usda.gov/snap/recipient/eligibility/non-citizen>.

status (Green Card holder), or the ability to become a U.S. citizen solely because you *or a family member* applied for or received SNAP.”<sup>3</sup> (emphasis added).

54. As of July 23, 2025, the USDA has removed promises that the Federal Government would not use SNAP applicant information for immigration enforcement.<sup>4</sup>

55. SNAP and FAP users can create an account and access their account information through FIS’s ebtEDGE Cardholder portal.<sup>5</sup> The login page includes a link for “Privacy Policy,” which directs the user to a webpage called “FIS Privacy Center.”<sup>6</sup> The FIS Privacy Center Menu includes an item under “Notices,” called “Law Enforcement.” Under FIS’s Law Enforcement policy, FIS makes the following representations:

FIS respects the rules and laws of the jurisdiction in which it operates, as well as the privacy and rights of its clients. Accordingly, FIS provides client information in response to law enforcement or other public authority requests only when we reasonably believe we are legally required to do so. To protect our clients’ rights, we carefully review requests to confirm they comply with the law and are within the powers of the requesting authority or law enforcement official.

To obtain client information from FIS, public authority and law enforcement officials must provide legal process appropriate for the type of information sought, such as a subpoena, court order, or a warrant. For example, FIS will not provide non-public client data unless served with a valid search warrant, issued on a showing of probable cause by a federal or state court authorized to issue search warrants, which requires FIS to disclose the content.

FIS reviews all governmental requests for data. FIS strictly construes requests for data, and seeks to limit or object to requests that are overbroad or seek a large amount of information or affect a large number of users. . . . FIS reserves the right to appeal any request for information, where available, and shall not disclose the requested information until required to do so under applicable procedural rules.

**C. The Trump Administration Seeks to Weaponize Benefits Data to Target Recipients for its Mass Deportation Project**

56. On March 20, 2025, President Donald Trump issued Executive Order # 14243 (the Executive Order), *Stopping Waste, Fraud, and Abuse by Eliminating Information Silos*.

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<sup>3</sup> *Id.*

<sup>4</sup> See *SNAP Eligibility for Non-Citizens*, USDA Food and Nutrition Service <https://www.fns.usda.gov/snap/recipient/eligibility/non-citizen> (last visited July 23, 2025).

<sup>5</sup> See Login Page, ebtEDGE Cardholder Portal <https://www.ebtedge.com/gov/portal/CardholderLogon.do> (last visited July 23, 2025).

<sup>6</sup> See Privacy Center, Notices: Law Enforcement, FIS Global <https://www.fisglobal.com/privacy> (last visited July 23, 2025).

1           57.     The Executive Order directs Federal agencies to “take all necessary steps, to the  
2 maximum extent consistent with law, to ensure the Federal Government has unfettered access to  
3 comprehensive data from all state programs that receive federal funding, including, as  
4 appropriate, data generated by those programs but maintained in third-party databases.”

5           58.     Widespread<sup>7</sup> reporting<sup>8</sup> suggests that the purpose of this Executive Order is to  
6 build a database at the Department of Homeland Security (DHS) to track and surveil non-citizen  
7 residents of the United States.

8           59.     Reporting suggests, and on information and belief, this effort is being carried out  
9 by the Department of Government Efficiency for the purpose of facilitating the mass  
10 deportations that President Trump has announced his intent to carry out.

11          60.     Information from the state administered Medicaid program has already been  
12 utilized for this purpose, with direct log-in information to sensitive Medicaid databases given to  
13 ICE agents for the purposes of immigration enforcement.

14     **D.     The USDA Issued Guidance on May 6, Incorrectly Interpreting Federal Benefits**  
15     **Law to Facilitate the Federal Government’s Mass Deportation Project**

16          61.     On May 6, in response to the Executive Order, USDA published “FNS Data  
17 Sharing Guidance” in a message to the State Agency Directors who administer SNAP benefits,  
18 including the Secretary of DSHS.

19          62.     USDA articulated the view that “7 U.S.C. 2020(a)(3) and (e)(8)(A) and 7 C.F.R.  
20 272.1(c)(1) and (e) authorize USDA and FNS to obtain SNAP data from state agencies and, by  
21 extension, their contractors. FNS is therefore working with several SNAP payment processors  
22 to consolidate SNAP data. If they have not yet done so, your processors may reach out to you to  
23 provide notice of this partnership and data sharing.”

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24                   <sup>7</sup> Emily Badger and Sheera Frenkel, *Trump Wants to Merger Government Data. Here are 314 Things It*  
25 *Might Know About You.*, New York Times (Apr. 9, 2025), [https://www.nytimes.com/2025/04/09/us/politics/trump-](https://www.nytimes.com/2025/04/09/us/politics/trump-musk-data-access.html)  
26 [musk-data-access.html](https://www.nytimes.com/2025/04/09/us/politics/trump-musk-data-access.html)

<sup>8</sup> See Makena Kelly and Vittoria Elliot, *DOGE is Building a Master Database to Surveil and Track*  
*Immigrants*, WIRED (Apr. 18, 2025), <https://www.wired.com/story/doge-collecting-immigrant-data-surveil-track/>.

1           63. But this interpretation contradicts the plain text of the statute and omits key  
2 provisions that empower the state agencies to limit the use and dissemination of SNAP data.

3           64. 7 U.S.C. § 2020(a)(3) actually requires “[e]ach State agency” to “keep records”  
4 and make them available to USDA “for inspection and audit” to the extent consistent with  
5 USDA’s authority.

6           65. 7 U.S.C. § 2020(a) is not directed toward and does not regulate the contractors of  
7 state agencies, such as FIS.

8           66. 7 U.S.C. § 2020(a)(3)(B)(i) also permits state agencies to condition USDA receipt  
9 of confidential information on DSHS’s agreement to “data and security protocols.”

10          67. The May 6 guidance is an attempt to end run the statute’s empowerment of state  
11 agencies to safeguard their confidential data, by collecting it from state agencies’ contractors  
12 who may not ensure that the data is provided in compliance with appropriate security procedures.

13 **E. FIS Notified DSHS of its Intent to Volunteer Confidential Information to USDA in**  
14 **Violation of the Parties’ Contract and then Backed Down When DSHS Threatened**  
**Litigation**

15          68. On May 9, 2025, FIS sent DSHS a generic Notification of USDA Request for  
16 SNAP Information addressed to its “State Partner.”

17          69. On information and belief, the same message was sent to each of FIS’s many state  
18 agency counterparties on that date.

19          70. FIS informed DSHS that “USDA has made a formal request for records regarding  
20 SNAP cardholder and transaction data. Based on this guidance, we understand that USDA is  
21 entitled to receive the requested information and that FIS as your ‘contractor’ is required to  
22 disclose it. As such, FIS intends to fully cooperate with the USDA in facilitating its request for  
23 information, as required by applicable law and the guidance.”

24          71. FIS requested DSHS’s consent to this disclosure by May 14—three business days  
25 after the request was delivered.  
26

1           72.     On May 12, the next business day after DSHS received the request, DSHS asked  
2 to meet with FIS representatives to discuss DSHS's concerns about FIS disclosing any  
3 information to USDA without DSHS's consent.

4           73.     Representatives from DSHS and FIS met via video call at 2:30 p.m. Pacific time  
5 that same day. During the meeting, FIS confessed that it had not in fact received a "formal  
6 request" from USDA, as it had represented in its letter to DSHS. Rather, FIS chose to construe  
7 USDA's May 6 guidance—addressed to state agency directors—as a request for information to  
8 those agencies' third-party contractors.

9           74.     FIS also admitted that, without any prior notification to DSHS, it had already  
10 engaged with USDA representatives who had requested the provision of DSHS's Confidential  
11 Information.

12           75.     When DSHS pressed FIS to specify exactly what information it intended to  
13 provide to USDA, FIS indicated that it was waiting for USDA to provide a "data schema" that  
14 would determine what data FIS would provide.

15           76.     On May 14, DSHS formally notified FIS that it does not consent to the disclosure  
16 of any Confidential Information to USDA, and that any such disclosure by FIS would breach the  
17 Contract and potentially violate the Washington Consumer Protection Act and Washington Law  
18 Against Discrimination. *See* RCW 19.86.020, 49.60.030(1), 49.60.030(3).

19           77.     DSHS demanded that FIS confirm no later than 11 a.m. Pacific Time on  
20 May 15, 2025, that it would not make any disclosure to USDA, and put FIS on notice that absent  
21 such confirmation, DSHS would seek emergency injunctive relief to prevent it from doing so.  
22 DSHS further notified FIS that should it disclose any Confidential Information without DSHS's  
23 consent, DSHS and the State of Washington would pursue all available remedies against FIS,  
24 including civil penalties under state law.

25           78.     DSHS also demanded that FIS produce its correspondence, call notes, and other  
26 records reflecting communications between USDA (or any other federal agency) and FIS

1 (including its corporate parent, affiliates, and counsel) regarding USDA’s information request.

2 79. On May 15, 2025, at 10:57 a.m. Pacific Time, FIS responded with an e-mail  
3 confirming that “FIS will wait to hear back from you as to whether we are authorized to disclose  
4 the requested data to the USDA and we will not share any such data until we hear from you.”

5 80. On June 13, 2025, counsel for DSHS spoke with FIS to discuss DSHS’s request  
6 for FIS’s communications with USDA. During that call, FIS reiterated that it continued to be  
7 true that FIS would not disclose any of DSHS’s confidential and proprietary information to  
8 USDA without DSHS’s consent.

9 **F. USDA Renews its Efforts to Collect SNAP Data**

10 81. On May 27, 2025, several individual SNAP recipients and organizations filed a  
11 Motion for a Temporary Restraining Order to enjoin USDA from collecting SNAP applicant  
12 data pursuant to the May 6 letter. *Pallek v. Rollins*, Case No. 1:25-cv-01650-JMC, Dkt. # 9  
13 (D.D.C. May 27, 2025). They argued, *inter alia*, that USDA had violated the Privacy Act by  
14 failing to publish a System of Records Notice (SORN) that would describe the information being  
15 collected and how it would be used, and that would give the plaintiffs an opportunity to comment.  
16 *See id.*, Dkt. # 9-1 at 24–27.

17 82. On May 30, 2025, USDA filed a declaration in which it stated, “Although USDA  
18 sent and published the May 6 letter, USDA has not obtained any data responsive to the letter.  
19 Indeed, USDA has instructed EBT Processors to refrain from sending any data until USDA  
20 completed procedural steps to ensure that data received would be appropriately safeguarded and  
21 to satisfy all necessary legal requirements. In accordance with USDA’s instruction, EBT  
22 Processors have not sent any data to USDA in response to the May 6 letter.”  
23 *Id.* at Dkt. # 11-1 ¶ 13. USDA also stated, “Before any of the data described in the May 6 Letter  
24 is provided to USDA, USDA intends to publish a new SORN in compliance with the Privacy  
25 Act.” *Id.* ¶ 14.

1           83.     On June 2, 2025, based on USDA’s representations, the *Pallek* plaintiffs  
2 withdrew their TRO motion. *See id.*, Dkt. # 13.

3           84.     Several weeks later, USDA published a SORN. 90 Fed. Reg. 26,521  
4 (June 23, 2025). The SORN stated that USDA “proposes to create a new system of records  
5 (SOR) entitled USDA/FNS-15, ‘National Supplemental Nutrition Assistance Program (SNAP)  
6 Information Database.’” *Id.* The SORN also explained,

7           Pursuant to, among other authorities, 7 U.S.C. 2020(a)(3) and (e)(8)(A) and 7  
8 CFR 272.1(c)(1) and (e), FNS will work with all State agencies and their  
9 designated vendors and/or contractors to transmit data on SNAP participants and  
10 transactions for the purposes listed below. This system is consistent with and  
11 effectuates multiple executive orders, including but not limited to Executive  
Order 14243 of March 20, 2025, *Stopping Waste, Fraud, and Abuse by  
Eliminating Information Silos* and Executive Order 14218 of February 19, 2025,  
*Ending Taxpayer Subsidization of Open Borders*.

12           *Id.* The SORN stated the new system would include “records containing personally identifying  
13 information, including but not limited to SNAP participant name, Social Security Number  
14 (SSN), date of birth (DOB), residential address, Electronic Benefit Transaction (EBT) card  
15 number, and case record identifier number,” and that the system would also include “information  
16 derived from and associated with EBT transactions.” *Id.*

17           85.     The SORN listed the intended uses of the system, which would “become effective  
18 on July 23, 2025.” *Id.* These uses included a broad disclosure to other agencies for law  
19 enforcement purposes:

20           (8) When a record on its face, or in conjunction with other records, indicates a  
21 violation or potential violation of law, whether civil, criminal or regulatory in  
22 nature, and whether arising by general statute or particular program statute, or by  
23 regulation, rule, or order issued pursuant thereto, USDA/FNS may disclose the  
24 record to the appropriate agency, whether Federal, foreign, State, local, or tribal,  
or other public authority responsible for enforcing, investigating, or prosecuting  
such violation or charged with enforcing or implementing the statute, or rule,  
regulation, or order issued pursuant thereto, if the information disclosed is  
relevant to any enforcement, regulatory, investigative or prosecutive  
responsibility of the receiving entity.

25           *Id.*  
26

1           86.     On July 9, 2025, USDA sent a letter to state agencies, including DSHS, informing  
2 them that the SNAP Information Database described in the SORN would become effective on  
3 July 23, 2025. The letter states, “To ensure efficient implementation of this system, and to ensure  
4 USDA has a complete and accurate database, we are requiring collection of SNAP data from  
5 EBT processors or State agencies beginning on July 24, 2025, with submissions to USDA no  
6 later than the close of business on July 30, 2025.”

7           87.     On July 11, 2025, in light of these developments, DSHS contacted FIS’s counsel  
8 by email and asked him to confirm that FIS continued to maintain it would not turn over any  
9 data to USDA without DSHS’s express consent. FIS’s counsel did not respond.

10          88.     DSHS again contacted FIS’s counsel by email on July 16 and July 21 and  
11 attempted to call him. FIS’s counsel did not respond.

12          89.     On July 21, 2025, DSHS also contacted the FIS representative who provided the  
13 written assurance on May 15 and asked him to confirm that the SORN did not affect FIS’s  
14 assurance that it would not disclose any data without DSHS’s consent. DSHS expressed its  
15 concern that FIS was unwilling to respond to what should have been a simple request. The  
16 representative replied, “Appreciate your patience. We’ll get back to you.” DSHS asked FIS to  
17 provide its response by July 22 at noon. FIS did not respond.

18          90.     On July 22, DSHS told FIS, “As the deadline has now passed, we are forced to  
19 assume FIS will breach its contract with DSHS by disclosing DSHS’s information to USDA  
20 without DSHS’s written consent. We may institute legal action to protect our contract rights.”

21          91.     As of July 23, 2025, FIS has failed to renew its assurances that it will not disclose  
22 DSHS’s information to USDA without DSHS’s express written consent.

23          92.     On information and belief, FIS intends to violate the Contract and Washington  
24 state law and disclose Confidential Information about SNAP and FAP beneficiaries to USDA.  
25  
26

1 **G. Disclosure of Confidential Information to USDA Would Harm Washington Food**  
2 **Benefits Recipients**

3 93. On information and belief, if FIS discloses the confidential information of  
4 Washington food benefits recipients to USDA, the USDA will deliver that information to the  
5 Department of Homeland Security, Immigration and Customs Enforcement, and the Department  
6 of Government Efficiency.

7 94. The information will be utilized in service of a mass surveillance and mass  
8 deportation project unrelated to the purposes for which it was collected and unrelated to the  
9 purposes for which Washington residents entrusted their information to DSHS.

10 95. Food benefits recipients, including their family members and other people in their  
11 households, will be targeted for reprisals and deportation due to their lawful use, under federal  
12 and state law, of vital public assistance programs.

13 96. Further, such disclosure will cause a chilling effect dissuading eligible  
14 Washington residents from applying for food benefits to which they are entitled. This will  
15 increase food insecurity among low-income Washington households, including households with  
16 children, and undermine the purpose of these programs.

17 **H. FIS Has a Duty to Disclose its Records to DSHS**

18 97. Pursuant to the contract between DSHS and FIS, must “maintain records relating  
19 to this Contract and the performance of the services described herein.”

20 98. Further, FIS must “at no cost, provide DSHS with . . . [FIS’s] records, and DSHS  
21 client records, wherever located.”

22 99. The Contract also gives DSHS “the right to monitor, audit or investigate  
23 Contractor’s use of DSHS Confidential Information and Proprietary Information collected, used,  
24 or acquired by Contractor under this Agreement.”

25 100. Because FIS appeared ready to violate its contractual obligations at the request of  
26 the USDA, DSHS requested, in its May 14, 2025, letter, that “FIS produce to DSHS all

documents and communications concerning or reflecting any correspondence or communication between USDA and FIS from January 1, 2025, through” the date of the letter.

101. DSHS further demanded that FIS preserve any and all material that may be relevant “to any future litigation concerning these matters.”

102. To date, FIS has not produced any correspondence or documents in response to DSHS’s May 14, 2025, request.

**V. FIRST CAUSE OF ACTION**  
***(Breach of Contract)***  
***(by Plaintiff DSHS)***

103. Plaintiffs re-allege all previous allegations as if set forth fully herein.

104. The EBT Financial Services Contract between DSHS and FIS is a valid, binding and enforceable agreement that imposes restrictions on the use of Confidential Information and requires the production of records and information as defined in the Contract.

105. DSHS has performed and continues to perform all of its obligations under the Contract.

106. SNAP and FAP Beneficiary, Applicant, and Account Holder information (including names, names, addresses, social security numbers, income information, and family relationships) is Confidential Information within the meaning of the Contract.

107. FIS has refused to state that it will not provide Confidential Information to USDA in connection with the July 9 request by USDA without DSHS’s express consent. This is a violation of the Contract.

108. DSHS and FIS agreed that “disclosure of DSHS’s Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to DSHS” and thus “DSHS shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.”

1 109. DSHS is therefore entitled to injunctive relief to prevent FIS's disclosure of  
2 Confidential Information to USDA and, in the alternative, any damages that such disclosure may  
3 cause, in an amount to be proven at trial. RCW 7.40.

4 110. DSHS is also entitled to the specific performance of production of records  
5 demanded in its May 14 letter for documents and information.

6 **VI. SECOND CAUSE OF ACTION**  
7 ***(Declaratory Judgment Act – Breach of Contract)***  
8 ***(by Plaintiff DSHS)***

9 111. Plaintiffs re-allege all previous allegations as if set forth fully herein.

10 112. RCW 7.24.010 grants courts of record within their respective jurisdictions the  
11 power to declare rights, status and other legal relations whether or not further relief is or could  
12 be claimed.

13 113. RCW 7.24.030 permits courts to construe contracts before there has been a breach  
14 thereof.

15 114. FIS's unauthorized disclosure of Confidential Information to USDA would  
16 breach the EBT Services Contract.

17 115. DSHS is entitled to a declaration that any such unauthorized disclosure would  
18 constitute a breach of contract that would result in liability for FIS for any damages flowing  
19 therefrom.

20 116. DSHS is entitled to a declaration that FIS must disclose the documents and  
21 information requested in its May 14 letter.

22 **VII. THIRD CAUSE OF ACTION**  
23 ***(Washington Law Against Discrimination)***  
24 ***(by Plaintiff State of Washington)***

25 117. Plaintiffs re-allege all previous allegations as if set forth fully herein.

26 118. RCW 49.60.030(1), the Washington Law Against Discrimination (WLAD),  
proscribes discrimination on the basis of, inter alia, national origin, citizenship status, or  
immigration status.

1 119. FIS intends to disclose confidential and personally-identifiable information that  
2 Washington residents have entrusted to DSHS for the sole purpose of administering SNAP and  
3 FAP benefits. FIS intends to disclose this sensitive information despite the high risk that the  
4 information may enable and facilitate the Trump Administration's targeting of the Washington  
5 residents whose data is being disclosed based on their national origin, citizenship status, or  
6 immigration status. FIS's intended disclosure has the intent or impact of unlawfully  
7 discriminating against those Washington residents under the WLAD.

8 120. The State of Washington is entitled to injunctive relief to prevent FIS's disclosure  
9 of confidential and personally identifiable information of Washington residents to USDA.

10 121. The State of Washington is entitled to a declaration that any such unauthorized  
11 disclosure would constitute a violation of the WLAD.

12 **VIII. FOURTH CAUSE OF ACTION**  
13 **(*Per se Consumer Protection Act Violation*)**  
14 **(*by Plaintiff State of Washington*)**

15 14. Plaintiffs re-allege all previous allegations as if set forth fully herein.

16 15. A violation of the WLAD that occurs in trade or commerce constitutes a *per se*  
17 violation of the Consumer Protection Act. RCW 49.60.030(3).

18 16. FIS's disclosure of the confidential data of food benefits recipients and applicants  
19 described above constitute discrimination in trade or commerce on the bases of citizenship,  
20 nationality, and immigration status. RCW 49.60.030(1). FIS's disclosure therefore constitutes  
21 acts or practices that are *per se* unfair or deceptive, in violation of the Consumer Protection Act,  
22 chapter 19.86 RCW.

23 17. The State of Washington is entitled to injunctive relief to prevent FIS's disclosure  
24 of confidential and personally identifiable information of Washington residents to USDA.

25 18. The State of Washington is entitled to a declaration that any such unauthorized  
26 disclosure would constitute a violation of the WLAD, and therefore the CPA, that would result  
in liability for FIS for restitution and civil penalties.

**IX. FIFTH CAUSE OF ACTION**  
**(Consumer Protection Act Violation)**  
**(by Plaintiff State of Washington)**

19. Plaintiffs re-allege all previous allegations as if set forth fully herein.

20. RCW 19.86.020, the Washington Consumer Protection Act, proscribes unfair methods of competition and unfair or deceptive acts or practices by entities engaged in trade or commerce in the state of Washington.

21. The Attorney General may bring civil litigation on behalf of the State of Washington to remedy violations of the Consumer Protection Act, and may seek injunctive relief, restitution, civil penalties, and costs and attorneys' fees.

22. FIS's intended disclosure of confidential and personally identifiable information that Washington residents have entrusted it for the purpose of administering SNAP and FAP benefits would amount to an unfair practice in violation of the Consumer Protection Act.

23. The State of Washington is entitled to injunctive relief to prevent FIS's disclosure of confidential and personally identifiable information of Washington residents to USDA. RCW 7.40.

24. The State of Washington is entitled to a declaration that any such unauthorized disclosure would constitute a violation of the Consumer Protection Act that would result in liability for FIS for restitution and civil penalties.

**X. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that the Court:

a. Issue a temporary restraining order, preliminary injunction, and permanent injunction against the FIS's disclosure of any Confidential Information to any third party absent the express written consent of DSHS;

b. Declare that any such unauthorized disclosure of Confidential Information by FIS would amount to a breach of the EBT Services Contract, the Washington Consumer Protection Act, and the Washington Law Against Discrimination;

1 c. Issue a permanent injunction enjoining and restraining FIS and their  
2 representatives, successors, assigns, officers, agents, servants, employees, and all other persons  
3 acting or claiming to act for, on behalf of, or in active concert or participation with FIS from  
4 engaging in the unlawful conduct complained of herein;

5 d. Enter such orders for restitution as necessary to restore to any person an interest  
6 in any moneys or property, real or personal, which may have been acquired by means of an act  
7 prohibited by the CPA, pursuant to RCW 19.86.080(2);

8 e. Impose a civil penalty of up to \$7,500 for each and every violation of the CPA,  
9 pursuant to RCW 19.86.140;

10 f. Impose an enhanced civil penalty of \$5,000 for each violation of the CPA that  
11 targets or impacts specific individuals or communities based on demographic characteristics,  
12 including national origin, citizenship status, or immigration status, pursuant to RCW 19.86.140;

13 g. Award damages and other appropriate monetary relief to each person aggrieved  
14 by FIS's discriminatory conduct, in an amount to be proven at trial;

15 h. Order FIS to disclose the documents and information demanded in DSHS'  
16 May 14 letter;

17 i. Order the payment of attorney's fees and costs as permitted by RCW 19.86.090,  
18 RCW 49.60.030, and other applicable law; and

19 j. Any other relief the court deems just and proper.  
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1 DATED this 24th day of July 2025.

2 NICHOLAS W. BROWN  
3 Attorney General

4 /s/ Jennifer K. Chung

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