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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 26-2-21808-1 SEA

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. BLOCK, INC., Defendant.	NO. CONSENT DECREE [CLERK'S ACTION REQUIRED]
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Plaintiff, the State of Washington (the “State” or the “Plaintiff”), appearing through Attorney General Nicholas W. Brown,¹ and Defendant, Block, Inc., including all of its subsidiaries, affiliates, successors, and assigns (“Block” or “Defendant,” and together with the State or Plaintiff, the “Parties”), have agreed to the stipulations and terms of this Consent Decree (“Decree”) without admission of any facts or liability as alleged in the Complaint, and with all Parties having waived their right to appeal.

¹ Defendant is simultaneously entering into similar agreements with the Attorneys General of the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, and Wisconsin. For ease of reference, this entire group of states will be referred to collectively herein as the “Participating States,” and this entire group of Attorneys General will be referred to collectively herein as the “Attorneys General” or individually as “Attorney General.” Each Participating State’s Judgment or Decree incorporates the substantive terms included herein. To the extent there are differences, those differences generally arise from the requirements of local rules and state laws.

1 This Decree resolves the Plaintiff’s investigation described in the Complaint regarding
2 Defendant’s compliance with the State’s Consumer Protection Act, RCW 19.86 et seq.
3 (“**Consumer Protection Law**”), the Electronic Fund Transfer Act, 15 U.S.C. § 1693 et seq.
4 (“**EFTA**”), and Regulation E, 12 C.F.R. Part 1005 (“**Regulation E**”) (collectively, the
5 “**Relevant Laws**”). The Parties stipulate that this Court may enter this Decree.

6 I. PARTIES AND JURISDICTION

7 1. Plaintiff is charged with enforcement of the **Consumer Protection Law** of this
8 State pursuant to RCW 19.86.080, and is authorized to enforce provisions of the Consumer
9 Financial Protection Act of 2010 (CFPA) pursuant to 12 U.S.C. § 5552.

10 2. Defendant, Block, Inc. f/k/a Square, Inc., is a Delaware corporation with a principal
11 office located at 1955 Broadway, Suite 600, Oakland, California 94612.

12 3. In 2013, Defendant launched **Cash App**, f/k/a Square Cash, a financial technology
13 platform that consumers use to store, send, receive, spend, and invest money.

14 4. In 2021, Defendant changed its corporate name from Square, Inc. to Block, Inc.

15 5. The Attorneys General investigated Block for potential violations of the
16 **Relevant Laws** in connection with **Cash App**.

17 6. At all relevant times, Block was engaged in trade and commerce affecting
18 consumers in the State insofar as Block provides financial products and services to consumers and
19 to businesses that accept payments from consumers.

20 7. The Court has jurisdiction over the subject matter of this action and jurisdiction over
21 the Parties for purpose of entering and enforcing this Decree, and venue is proper in this Court
22 pursuant to RCW 4.12.020.

23 8. Block denies any wrongdoing and the allegations in the Complaint, and no part of
24 this Decree shall constitute evidence of any liability, fault, or wrongdoing by Block. Block is
25 entering into this Decree solely for the purpose of concluding this matter, and nothing contained
26 herein may be taken or construed to be an admission or concession of any alleged violation of law,

1 rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing. This
2 Decree shall not be used by any third party, or constitute a waiver of any defense Block may
3 raise, in any other proceeding.

4 II. DEFINITIONS

5 For the purposes of this Decree, the following definitions shall apply:

6 9. “**Account**” or “**Cash App Account**” shall refer to a **Cash App Consumer’s**
7 account for Block products and/or services used to store, send, receive, spend, and/or invest
8 money, primarily for personal, family, or household purposes.

9 10. “**Account Lock**” refers to instances in which Block temporarily locks an
10 **Account** to protect a **Cash App Consumer** from a suspected account takeover or freezes a
11 **Cash App Consumer’s** balance at the request of law enforcement.

12 11. “**Account Suspension**” refers to instances in which Block temporarily suspends
13 an **Account** to prevent **Consumers** who are suspected of violating **Cash App’s** Terms of Service
14 from further participating on the platform.

15 12. “**Account Deactivation**” refers to instances in which Block deactivates an
16 **Account** to prevent **Consumers** who are suspected of violating **Cash App’s** Terms of Service
17 from further participating on the platform.

18 13. “**AG Consumer Complaint**” shall mean any oral or written communication
19 from a **Consumer** made to or forwarded to the office of any state Attorney General pertaining
20 to **Cash App**.

21 14. “**Cash App**” shall mean Block’s mobile payment application providing
22 peer-to-peer money transfer services and stored value.

23 15. “**Cash App Consumer**” shall mean any natural person with an open
24 **Cash App Account**.

1 16. “**Clearly and Conspicuously**” and “**Clear and Conspicuous**” shall mean that a
2 required disclosure or warning is difficult to miss (i.e., easily noticeable) and easily
3 understandable by an ordinary consumer, including in all of the following ways:

4 a. In any communication that is solely visual or solely audible, the disclosure must
5 be made through the same means through which the communication is presented. In
6 any communication made through both visual and audible means, such as a video,
7 the disclosure must be presented simultaneously in both the visual and audible
8 portions of the communication even if the representation requiring the disclosure is
9 made through only one means;

10 b. A visual disclosure, by its size, contrast, location, and the length of time it
11 appears, must stand out from any accompanying text or other visual elements so that
12 it is easily noticed, read, and understood;

13 c. An audible disclosure, including by telephone or video, must be delivered in a
14 volume, and cadence sufficient for an ordinary consumer to easily hear and
15 understand it;

16 d. In any communication using an interactive electronic medium, such as the
17 Internet or software, the disclosure must be unavoidable;

18 e. The disclosure must use understandable language, and syntax; and

19 f. The disclosure must not be contradicted or mitigated by, or inconsistent with,
20 anything else in the communication.

21 17. “**Consumer**” shall mean any natural person.

22 18. “**Covered Conduct**” shall refer to Block’s representations prior to the
23 **Effective Date** relating to: (1) the safety of **Cash App**; (2) the refund protections that it affords
24 to **Cash App Consumers**; and (3) the circumstances under which FDIC insurance may protect
25 **Consumers’** money. **Covered Conduct** shall also include the following alleged conduct relating
26 to **Cash App** prior to the **Effective Date**: (1) conduct relating to Block’s compliance or lack of

1 compliance with the requirements of **Regulation E** and/or **EFTA**; (2) conduct relating to Block’s
2 locking, suspending, and deactivating **Cash App Accounts**; (3) conduct relating to Block’s
3 communications to **Consumers** about risks, including fraud risks; (4) conduct relating to Block’s
4 customer service to **Consumers**; (5) conduct relating to Block’s social media promotions;
5 (6) conduct relating to Block’s maintenance of or failure to maintain compliance programs,
6 including, but not limited to, BSA/AML programs and know your customer requirements; and
7 (7) conduct relating to Block’s communications to **Consumers** regarding **Cash App’s** live
8 customer support. **Covered Conduct** shall also refer to any conduct alleged or referred to in the
9 Complaint. **Covered Conduct** does not include conduct relating to Afterpay US, Inc.’s
10 Buy Now Pay Later (BNPL) products.

11 19. **“Effective Date”** shall be July 8, 2026.

12 20. **“Governance Process”** shall mean any written policy, standard, procedure, or
13 process (or any combination thereof) designed to achieve an objective.

14 21. **“Marketing”** shall mean any action or activity for the purpose of promoting,
15 advertising, offering for sale, or selling goods or services and any materials used for those
16 purposes.

17 22. **“Multistate AG Executive Committee”** shall refer to the Attorneys General of
18 Oregon, Texas, Colorado, Connecticut, Florida, Indiana, Vermont, and Washington.

19 23. **“Notice of Error”** means an oral or written notice from a **Cash App Consumer**
20 regarding any of the types of errors identified in 12 C.F.R. § 1005.11(a)(1), which meets the
21 requirements of 12 C.F.R. § 1005.11(b).

22 24. **“Unauthorized Electronic Fund Transfer”** shall be defined as set forth in
23 12 C.F.R. § 1005.2(m).

III. INJUNCTIVE RELIEF

25. The duties, responsibilities, burdens, and obligations undertaken in connection with this Decree shall apply to Block and its directors, officers, and employees, in connection with **Cash App**.

26. No later than thirty (30) days after the **Effective Date**, unless otherwise agreed upon in this Decree, Block shall comply with the provisions in Section III (“Injunctive Relief”) of this Decree.

27. Block may satisfy the injunctive requirements of this Judgment through review, maintenance, and, as necessary, updating of Block’s existing procedures, provided that such procedures meet the requirements of this Judgment. Obligations related to developing, implementing, and/or maintaining the requirements of this Judgment are not intended as an admission of any liability or wrongdoing, or as evidence that Block’s existing procedures did not already meet the requirements set forth in this Judgment.

A. Compliance with Law

28. Block shall comply with the **Consumer Protection Law** in connection with offering and providing **Cash App** products and/or services to **Consumers**.

29. Block shall comply with the **EFTA** and **Regulation E** in connection with offering and providing **Cash App** products and/or services to **Consumers**.

B. Compliance Program

30. Block shall implement, maintain, and regularly review and update a comprehensive compliance management system that is reasonably designed to assure and maintain Block’s compliance with the **Relevant Laws** in connection with **Cash App**. The compliance management system shall be documented in a **Governance Process**.

31. Block shall maintain at least a single committee (Compliance Management Committee, or a similar internal management committee) that is responsible for overseeing Block’s compliance with this Order. The Compliance Management Committee shall be

1 comprised of individuals who have requisite authority and subject matter expertise to undertake
2 this committee's work.

3 32. The Compliance Management Committee shall report quarterly to the Board or a
4 committee thereof regarding the activities that Block is undertaking to comply with this Order.

5 **C. Education and Training Requirements**

6 33. Block must provide education or training as appropriate to communicate the
7 requirements of this Judgment to its employees and contractors who are responsible for
8 implementing or maintaining the requirements of this Judgment. Block shall provide the
9 education or training required under this Paragraph to all such employees or contractors within
10 ninety (90) days of the **Effective Date** of this Judgment. Thereafter, Block shall provide the
11 education or training required under this Paragraph within sixty (60) days of an employee or
12 contractor starting their responsibilities for implementing or maintaining the requirements of this
13 Judgment.

14 34. Block shall provide education or training on investigating and resolving
15 **Unauthorized Electronic Funds Transfers** to those Block employees and contractors
16 responsible for investigating and resolving **Unauthorized Electronic Funds Transfers** for
17 **Cash App**. Such education or training shall occur on an annual basis and prior to an employee
18 or contractor starting those responsibilities.

19 35. Block shall document the education or trainings required in Section III.C herein,
20 including the date(s) of the education or training(s), the content of the education or training(s),
21 and the participant(s) of the education or training(s).

22 **D. Prohibited Business Practices**

23 36. Block shall not misrepresent or omit information in violation of the
24 **Consumer Protection Law** regarding **Cash App's** services, including regarding customer
25 service and resolution of **Notices of Error**.

1 37. Block shall not make false, misleading, or deceptive representations regarding
2 the extent to which **Cash App** is a bank. To the extent applicable, Block shall
3 **Clearly and Conspicuously** disclose that **Cash App** is a financial services platform and is not
4 a bank, and that banking services are provided by **Cash App’s** bank partners.

5 38. Block shall not make misrepresentations regarding FDIC insurance, including as
6 to whether FDIC “pass through” insurance applies to **Cash App Consumers’** funds held in a
7 **Cash App Account**.

8 39. Block shall not make false, misleading, or deceptive representations regarding
9 the extent to which Block protects **Cash App Consumers** from fraud against consumers.

10 40. Block shall discontinue any **Marketing** that Block knows has resulted in
11 increased fraud against **Consumers** on **Cash App**.

12 **E. Consumer Education**

13 41. Block shall provide direct education to **Cash App Consumers** about common
14 types of fraud against **Consumers** on **Cash App**.

15 42. Block shall include on the primary **Cash App** web page or equivalent (currently,
16 “cash.app”) and within **Cash App**, a **Clear and Conspicuous** link to a web page on which Block
17 shall disclose educational information about common types of fraud against **Consumers** on
18 **Cash App**.

19 43. Block shall implement and maintain procedures reasonably designed to prevent
20 and respond to account takeovers on **Cash App**.

21 **F. Customer Support Requirements**

22 44. With respect to **Cash App**, Block shall maintain and appropriately staff customer
23 service that:

24 a. Is capable of intaking and then either appropriately resolving or escalating the
25 following:

26 i. consumer complaints and **Notices of Error**;

- ii. consumer issues concerning accessing accounts, including account freezes, suspensions, or blocks;
- iii. suspicious activity and suspected fraud, including non-customers' reports of fraudulent use of their identities on **Cash App**; and
- iv. any other consumer issues and questions;

b. Includes live customer support available twenty-four hours a day, with toll-free, live human telephone communication ("**Block's Live Customer Support Number**") available at least 13.5 hours each day, including within such hours the period from 5:00 p.m. to 6:30 p.m. PT, and with live human chat available at least 18 hours each day; and

c. Is capable of maintaining reasonable hold and/or callback response timelines and will undertake reasonable efforts to comply with those timelines.

45. Block shall **Clearly and Conspicuously** display on the primary Cash App website or equivalent (currently <https://cash.app>) and within the **Cash App** application information regarding its live customer service, including but not limited to **Block's Live Customer Support Number**, directions on how to access the live human chat, and the hours of availability of each.

46. Block shall maintain a direct contact for the Attorneys General for resolution of **AG Consumer Complaints** and issues related to the resolution of those complaints. Within thirty (30) days after the Effective Date, Block shall provide the Attorney General with the email address of the direct contact.

G. Requirements for Investigating and Resolving Unauthorized Electronic Fund Transfers

47. When Block receives a **Notice of Error** from a **Cash App Consumer**, Block must, in accordance with **Regulation E**:

- 1 a. conduct a prompt, thorough, and reasonable investigation, without requiring
2 additional information or action prior to commencing the investigation;
- 3 b. provide a report of the results of the investigation of the **Notice of Error** to the
4 consumer within three business days after completing its investigation, and, if Block
5 determines that no error occurred or that an error occurred in an amount or manner
6 different from that described by the consumer, such report shall include a written
7 explanation of its findings and shall note the consumer's right to request the
8 documents that Block relied on in making its determination, copies of which shall
9 promptly be provided to the consumer upon request;
- 10 c. correct errors within one business day of Block's determination that an error has
11 occurred;
- 12 d. provide a provisional credit in the amount of the alleged error within ten business
13 days of receiving the **Notice of Error** if Block is unable to complete its investigation
14 by that time; and
- 15 e. make final any provisional credit provided pursuant to the preceding
16 subparagraph in accordance with 12 CFR § 1005.11.

17 48. Block shall develop, maintain, and implement policies and procedures to retain,
18 for a period of no less than two (2) years, evidence demonstrating its compliance with **EFTA**
19 and **Regulation E**.

20 49. Block shall not require a **Cash App Consumer** to take any of the following steps,
21 or represent to a **Cash App Consumer** that any of the following steps are required, for an
22 investigation to be initiated after receiving a **Notice of Error**:

- 23 a. Contacting the recipient of the peer-to-peer transfer at issue;
- 24 b. Filing a police report or otherwise making contact with law enforcement
25 agencies; or
- 26

1 c. Providing any additional information to Block beyond that required from a
2 **Notice of Error** pursuant to 12 C.F.R. § 1005.11(b).

3 50. Block shall not refuse or fail to investigate a **Notice of Error** on the basis that the
4 **Notice of Error** relates to a **Cash App** transaction from a linked instrument.

5 **H. Notification and Review Requirements for Locked, Suspended, or Permanently**
6 **Deactivated Accounts**

7 51. By June 30, 2026:

8 a. Block shall establish, implement, and maintain a procedure reasonably designed
9 to, where appropriate and/or unless prohibited by applicable law, promptly (1) notify
10 **Cash App Consumers** about an **Account Suspension** or **Account Deactivation**,
11 (2) inform **Cash App Consumers** with an **Account Suspension** or **Account**
12 **Deactivation** how they can access their funds, and (3) inform those **Cash App**
13 **Consumers** how they may address those account restrictions.

14 b. Block shall establish, implement, and maintain a procedure reasonably designed
15 to, where appropriate and/or unless prohibited by law, promptly notify **Cash App**
16 **Consumers** about an **Account Lock**.

17 c. Block shall promptly review and respond to **Cash App Consumers'** inquiries
18 regarding **Account Locks**, **Account Suspensions**, and **Account Deactivations**
19 where appropriate and/or unless prohibited by law. Block shall implement and
20 maintain reasonable timelines for restoring accounts where appropriate and will
21 undertake reasonable efforts to comply with those timelines.

22 **I. Fraud Prevention and Education**

23 52. Block must implement and maintain policies, procedures, safeguards, and
24 measures reasonably designed to mitigate, prevent, detect, limit, and address fraudulently
25 induced transactions in **Cash App**, including:
26

- 1 a. to identify **Accounts** suspected of fraudulently inducing transactions from
2 **Cash App Consumers** to prevent them from operating on the **Cash App** platform;
3 b. to prevent individuals associated with the **Accounts** referenced in
4 Paragraph 52(a) from returning to the **Cash App** platform;
5 c. to adequately staff and continuously operate and maintain a system to receive and
6 track complaints and data related to fraudulently induced transactions and track
7 trends relating to the same;
8 d. to provide consumer refunds in connection with fraudulently induced transactions
9 in accordance with **Cash App** policies, which shall be developed in good faith to
10 address fraudulently induced transactions; and
11 e. when Block suspects a transfer is the result of or may be an attempt at a
12 fraudulently induced transaction, Block must **Clearly and Conspicuously** disclose a
13 readily understandable consumer fraud warning within the user experience through
14 which Block allows consumers to initiate a transfer, segregated from all other
15 disclosures and containing only information related to fraud prevention.

16 **J. Reporting Requirements**

17 53. One year after the **Effective Date** and yearly thereafter, Block shall prepare a
18 report that has been approved by the Compliance Management Committee (or a similar internal
19 management committee) that describes the steps Block has taken to comply with this Judgment,
20 including with respect to Paragraph 52:

- 21 a. The identification and assessment of risks that could cause or contribute to fraud
22 against **Cash App Consumers**; and
23 b. An assessment of the safeguards and controls in place to mitigate these risks.

24 54. The report required by Paragraph 53 will be available to the State upon request.
25
26

1 **IV. CONSUMER RELIEF**

2 55. Block shall pay consumer redress in an amount of at least
3 Seventy-Five Million Dollars (\$75,000,000) and no more than
4 One Hundred Twenty Million Dollars (\$120,000,000), consistent with this Section of the
5 Consent Judgment.

6 56. Block’s redress payment in connection with *In the Matter of: Block, Inc.*,
7 CFPB Administrative Proceeding, File No. 2025-CFPB-0001 (“January 16, 2025 CFPB Consent
8 Order”) will satisfy the redress requirements of this Judgment and no further redress payment is
9 required under this Judgment.

10 57. In the event that Block has not paid at least \$75,000,000 in redress in connection
11 with the January 16, 2025 CFPB Consent Order by January 16, 2030, then Block shall instead
12 pay redress required by Paragraph 55 pursuant to a redress plan materially similar to that
13 described in the January 16, 2025 CFPB Consent Order, which shall be (1) proposed by Block
14 to the Multistate AG Executive Committee by March 18, 2030 and (2) approved by the Multistate
15 AG Executive Committee prior to payment. In the event that Block is in the process of providing
16 redress in connection with the January 16, 2025 CFPB Consent Order on January 16, 2030 but
17 has not yet completed making such payments, Block will provide an update to the
18 **Multistate AG Executive Committee**.

19 58. Within ten (10) days of submission to the CFPB of the Redress Report described
20 in Paragraph 122 of the January 16, 2025 CFPB Consent Order, Block shall notify the
21 **Multistate AG Executive Committee** that redress payments have been completed.

22 **V. PAYMENT TO THE STATES**

23 59. Within thirty (30) days of the **Effective Date**, Block shall pay a total of
24 Forty-Five Million Dollars (\$45,000,000) to the Attorneys General, to be divided among the
25 Participating States at their discretion. The amount apportioned to the State of Washington is to
26

1 be paid by Block directly to the State of Washington in an amount designated by the
2 Attorneys General and communicated to Block.

3 60. Out of the Forty-Five Million Dollars (\$45,000,000) to be paid to the
4 Attorneys General, Block shall pay \$1,800,505.87 to the State of Washington. The
5 Attorney General shall use the funds for recovery of its costs and attorneys' fees in investigating
6 this matter, future monitoring and enforcement of this Consent Decree, future enforcement of
7 RCW 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the
8 sole discretion of the Attorney General. Payment shall be made by wire or check paid to the
9 order of the "Attorney General—State of Washington." Checks shall be sent to the Office of the
10 Attorney General, Attention: Margaret Farmer, Litigation Support Manager, 800 Fifth Avenue,
11 Suite 2000, Seattle, Washington 98104-3188. For wire transfers, Plaintiff will provide Block
12 with wire instructions in a separate document.

13 VI. RELEASE

14 61. Following full payment of the amount due under Paragraph 59 of this Decree, the
15 Washington State Attorney General shall release and discharge Block and any former, present,
16 or future officers, directors, employees, subsidiaries, affiliates, successors, and assigns from all
17 civil claims that the Washington State Attorney General could have brought arising out of or
18 related to the **Covered Conduct** prior to the **Effective Date** under all potentially applicable state
19 and federal consumer protection and unfair trade and deceptive acts and practices laws, rules,
20 regulations, common law, equitable principles, and doctrines, including without limitation the
21 **Relevant Laws** ("Released Claims"). Nothing contained in this paragraph shall be construed to
22 limit the ability of the Washington State Attorney General to enforce the obligations that Block
23 has under this Decree. Further, nothing in this Decree shall be construed to (a) create, waive, or
24 limit any private right of action; or (b) excuse or exempt Block from complying with any state
25 or federal law, rule, or regulation in the future.

1 **Multistate AG Executive Committee.** If the Parties reach a mutual agreement that termination
2 or modification of a provision is appropriate, they may jointly petition the Court to terminate or
3 modify such provision. If the Parties fail to reach an agreement, Block may petition the Court to
4 terminate or modify such provision.

5 67. Nothing in this Decree shall be construed to limit the authority or ability of the
6 Washington State Attorney General to protect the interests of the State of Washington or the
7 people of Washington. This Decree shall not bar the Washington State Attorney General or any
8 other governmental entity from enforcing laws, regulations, or rules against Defendant for
9 conduct subsequent to or otherwise not covered by this Judgment.

10 68. The requirements of this Decree are in addition to, and not in lieu of, any other
11 requirements of state or federal law. Nothing in this Decree shall be construed as relieving
12 Defendant of the obligation to comply with all state and federal laws, rules, and regulations, nor
13 shall any of the provisions of this Decree be deemed to be permission to engage in any acts or
14 practices prohibited by such laws, rules, and regulations.

15 69. Any failure of the Plaintiff to exercise any of its rights under this Decree shall not
16 constitute a waiver of any rights hereunder.

17 70. Defendant shall not participate in any activity or form a separate entity or
18 corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited
19 by this Decree or for any other purpose that would otherwise circumvent any term of this Decree.
20 Defendant shall not knowingly cause, permit, or encourage any other persons or entities acting
21 on its behalf, to engage in practices prohibited by this Judgment.

22 71. Defendant shall pay all court costs associated with the filing of this Decree, as
23 applicable.

24 72. Defendant agrees that this Decree does not entitle it to seek or to obtain attorneys'
25 fees under any statute, regulation, or rule, and Defendant further waives any right to attorneys'
26 fees that may arise under such statute, regulation, or rule in connection with this Decree.

1 73. This Decree shall not be construed to waive any claims of sovereign immunity
2 that the State of Washington may have in any action or proceeding.

3 74. If any portion of this Decree is held invalid or unenforceable, the remaining terms
4 of this Decree shall not be affected and shall remain in full force and effect.

5 75. Defendant waives service of process for any necessary filing relating to this
6 Decree, and the Court retains jurisdiction over this Decree and the Parties hereto for the purpose
7 of enforcing and modifying this Decree and for the purpose of granting such additional relief as
8 may be necessary and appropriate. No modification of the terms of this Decree shall be valid or
9 binding unless made in writing, signed by the Parties, and approved by the Court in which the
10 Decree is filed, and then only to the extent specifically set forth in such Decree. However, the
11 Parties may agree in writing, through counsel, to modify non-material requirements of this
12 Decree, including to an extension of any time period specified in this Decree, without a court
13 order.

14 76. If the State determines that Block has materially failed to comply with any of the
15 terms of this Decree, and if, in the State's sole discretion, the failure to comply does not threaten
16 the health, safety, or welfare of the citizens of the State, the State will notify Block in writing of
17 such determination prior to taking any legal action. The State's written notice will provide
18 sufficient information to permit Block's response, including, where possible as to (a) what
19 term(s) the State believes that Block has failed to comply with and (b) the State's basis for
20 believing that Block has not complied with that term or terms. Block shall then have
21 fifteen (15) business days from receipt of such written notice to provide a good faith written
22 response to the State's determination. The response shall include, at a minimum, either:

23 a. A statement explaining why Block believes it has complied with the term or terms
24 of the Decree identified by the State; or

25 b. A detailed explanation of how the violation(s) occurred; and

26 i. A statement that the alleged violation has been addressed and how; or

1 ii. A statement that the alleged violation cannot reasonably be addressed
2 within fifteen (15) business days from receipt of the notice, but (1) Block
3 has begun to take corrective action to address the alleged violation;
4 (2) Block is pursuing such corrective action with reasonable due
5 diligence; and (3) Block has provided the State with a detailed and
6 reasonable timetable for resolving the alleged violation.

7 c. Nothing herein shall prevent the State from agreeing in writing to provide Block
8 with additional time beyond the fifteen (15) business day period to respond to the
9 notice.

10 Further, upon request, the State shall agree to meet and confer at a time and manner
11 (including teleconference) acceptable to the State with Block regarding the nature of
12 the alleged violation of this Judgment.

13 77. The Parties hereby acknowledge that their undersigned representative or
14 representatives are authorized to enter into and execute this Decree. Defendant is and has been
15 represented by legal counsel and has been advised by its legal counsel of the meaning and legal
16 effect of this Decree.

17 78. Unless otherwise prohibited by law, any signatures by the Parties required for
18 entry of this Decree may be executed in counterparts, each of which shall be deemed an original,
19 but all of which shall be considered one and the same Decree.

20 ///

21 ///

22 ///

1 **VIII. NOTICES**

2 79. Any notices or other documents required to be sent to the Parties or the
3 **Multistate AG Executive Committee** pursuant to this Decree shall be sent by United States
4 Mail, Certified Return Receipt Requested, or other nationally recognized courier service that
5 provides tracking services and identification of the person signing for the documents. Any
6 notices or other documents sent to the Parties pursuant to this Decree shall be sent to the
7 recipients below, with a courtesy copy sent via email:

8 For the State:

9 Will O'Connor
10 Assistant Attorney General
11 Washington State Attorney General's Office
12 Consumer Protection Division
13 800 Fifth Avenue, Suite 2000
14 Seattle, WA 98104-3188
15 will.oconnor@atg.wa.gov

For Block:

Allyson B. Baker
Meredith L. Boylan
Paul Hastings LLP
2050 M Street Northwest
Washington, DC 20036
allysonbaker@paulhastings.com
meredithboylan@paulhastings.com

13 Any notices or other documents sent to the **Multistate AG Executive Committee**
14 pursuant to this Decree shall be sent to the recipients below, with a courtesy copy sent via email:

15 For Oregon:

16 Joseph S. Ferretti
17 Assistant Attorney General
18 Oregon Department of Justice
19 Economic Justice Section
20 100 Southwest Market Street
21 Portland, OR 97201
22 Joseph.Ferretti@doj.oregon.gov

For Texas:

Gabriella Gonzalez
Texas Office of the Attorney General
112 East Pecan Street, Suite 735
San Antonio, TX 78205
Gabriella.Gonzalez@oag.texas.gov

23 *with a copy to:*

24 Zach A. Mason
25 Attorney-in-Charge
26 Oregon Department of Justice
Economic Justice Section
100 Southwest Market Street
Portland, OR 97201
Zach.Mason@doj.oregon.gov

with a copy to:

Johnathan Stone
Texas Office of the Attorney General
300 West 15th Street
Austin, TX 78701
Johnathan.Stone@oag.texas.gov

1 For Connecticut:

2 Katherine Hagmann-Borenstein
3 Connecticut Office of the Attorney General
4 165 Capitol Avenue
5 Hartford, CT 06106
6 katherine.hagmann@ct.gov

7 *with a copy to:*
8 Amor Rosario
9 Connecticut Office of the Attorney General
10 165 Capitol Avenue
11 Hartford, CT 06106
12 amor.rosario@ct.gov

13 For Florida:

14 Alfredo E. Diaz
15 Florida Office of the Attorney General
16 110 Southeast Sixth Street, 10th Floor
17 Fort Lauderdale, FL 33301
18 alfredo.diaz@myfloridalegal.com

19 *with a copy to:*
20 Ramy Fares
21 Florida Office of the Attorney General
22 3507 East Frontage Road, Suite 325
23 Tampa, FL 33607
24 ramy.fares@myfloridalegal.com

25 ///

26 ///

///

For Colorado:

Mark T. Barnes
First Assistant Attorney General
Colorado Department of Law
Consumer Protection Section
Consumer Credit Enforcement Unit
1300 Broadway, 9th Floor
Denver, CO 80203
mark.barnes@coag.gov

with a copy to:
Hanah Sorensen
Assistant Attorney General II and
General Counsel
Colorado Department of Law
Consumer Protection Section
Consumer Credit Enforcement Unit
1300 Broadway, 9th Floor
Denver, CO 80203
hanah.sorensen@coag.gov

For Indiana:

Jennifer M. Van Dame
Assistant Section Chief Data Privacy &
ID Theft Unit
Office of Indiana Attorney General
IGCS 5th Floor
302 West Washington Street
Indianapolis, IN 46204
Jennifer.VanDame@atg.in.gov

with a copy to:
Douglas S. Swetnam
Section Chief Data Privacy & ID Theft Unit
Office of Indiana Attorney General
IGCS 5th Floor
302 West Washington Street
Indianapolis, IN 46204
Douglas.Swetnam@atg.in.gov

1 For Vermont:

2 James Layman
3 Vermont Office of the Attorney General
4 109 State Street
5 Montpelier, VT 05609
6 james.layman@vermont.gov

7 *with a copy to:*
8 Justin Kolber
9 Vermont Office of the Attorney General
10 109 State Street
11 Montpelier, VT 05609
12 justin.kolber@vermont.gov

For Washington:

Will O'Connor
Assistant Attorney General
Washington State Attorney General's Office
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
will.oconnor@atg.wa.gov

with a copy to:
Andrea Alegrett
Assistant Attorney General
Washington State Attorney General's Office
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
andrea.alegrett@atg.wa.gov

13 A Party may update its designee or address by sending written notice to the other Party
14 informing them of the change.

15 DONE IN OPEN COURT this ____ day of _____ 2026.

16 _____
17 JUDGE/COURT COMMISSIONER

1 Presented by:

2 NICHOLAS W. BROWN
3 Attorney General

4 *s/ Will O'Connor*

5 WILL O'CONNOR, WSBA No. 52441
6 ANDREA ALEGRETT, WSBA No. 50236
7 Assistant Attorneys General
8 Consumer Protection Division
9 800 Fifth Avenue, Suite 2000
10 Seattle, WA 98104-3188
11 206-464-7744
12 will.oconnor@atg.wa.gov
13 andrea.alegrett@atg.wa.gov

14 *Attorneys for Plaintiff State of Washington*

Notice of Presentment Waived and
Approved as to Form by:

BALLARD SPAHR PC




John Devlin, WSBA No. 23988
1301 Second Avenue, Suite 2800
Seattle, WA 98101
Seattle, Washington 98101-2375
devlinj@ballardspahr.com

Attorney for Defendants

**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 26-2-21808-1 SEA
Case Title: STATE OF WASHINGTON VS BLOCK, INC.
Document Title: Agreed Order
Date Signed: 07/08/2026



Judge: Sandra E Widlan

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