



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  
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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*

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