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

8 *Attorneys for The People of the State of California*

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA  
12

13  
14 **THE PEOPLE OF THE STATE OF**  
**CALIFORNIA,**  
15  
16 Plaintiff,  
17  
18 **v.**  
19 **BLOCK, INC. f/k/a SQUARE, INC.,**  
20 Defendant.

Case No.

**[PROPOSED] FINAL JUDGMENT AND  
PERMANENT INJUNCTION**

21  
22 Plaintiff, the People of the State of California (the “State” or the “Plaintiff”), appearing  
23 through Attorney General Rob Bonta,<sup>1</sup> by Deputy Attorney General Jessica Wang and Supervising

24  
25 <sup>1</sup> Defendant is simultaneously entering into similar agreements with the Attorneys General  
26 of the following states: Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut,  
27 Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine,  
28 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  
(continued...)

1 Deputy Attorney General Stacey Schesser, and Defendant, Block, Inc., f/k/a Square, Inc., including  
2 all of its subsidiaries, affiliates, successors, and assigns (“Block” or “Defendant,” and together with  
3 the State or Plaintiff, the “Parties”), have agreed to the stipulations and terms of this Stipulated  
4 Judgment (“Judgment”) without admission of any facts or liability as alleged in the Complaint, and  
5 with all Parties having waived their right to appeal.

6 This Judgment resolves the Plaintiff’s investigation described in the Complaint regarding  
7 Defendant’s compliance with the State’s Unfair Competition Law, Business and Professions Code  
8 section 17200 *et seq.* and False Advertising Law, Business and Professions Code section 17500 *et*  
9 *seq.* (collectively, “**Consumer Protection Law**”), the Electronic Fund Transfer Act, 15 U.S.C. §  
10 1693 *et seq.* (“**EFTA**”), and Regulation E, 12 C.F.R. Part 1005 (“**Regulation E**”) (collectively, the  
11 “**Relevant Laws**”). The Parties stipulate that this Court may enter this Judgment.

## 12 I. PARTIES AND JURISDICTION

13 1. Plaintiff is charged with enforcement of the **Consumer Protection Law** of this State  
14 pursuant to Business and Professions Code section 17206, and is authorized to enforce provisions  
15 of the Consumer Financial Protection Act of 2010 (CFPA) pursuant to 12 U.S.C. § 5552.

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

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

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

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

23 6. At all relevant times, Block was engaged in trade and commerce affecting  
24 consumers in the State insofar as Block provides financial products and services to consumers and

25 \_\_\_\_\_  
26 be referred to collectively herein as the “Participating States,” and this entire group of Attorneys  
27 General will be referred to collectively herein as the “Attorneys General” or individually as  
28 “Attorney General.” Each Participating State’s Judgment 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 to businesses that accept payments from consumers.

2 7. The Court has jurisdiction over the subject matter of this action and jurisdiction over  
3 the Parties for purpose of entering and enforcing this Judgment, and venue is proper in this Court  
4 pursuant to Code of Civil Procedure section 393.

5 8. Block denies any wrongdoing and the allegations in the Complaint, and no part of  
6 this Judgment shall constitute evidence of any liability, fault, or wrongdoing by Block. Block is  
7 entering into this Judgment solely for the purpose of concluding this matter, and nothing contained  
8 herein may be taken or construed to be an admission or concession of any alleged violation of law,  
9 rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing. This  
10 Judgment shall not be used by any third party, or constitute a waiver of any defense Block may  
11 raise, in any other proceeding.

## 12 **II. DEFINITIONS**

13 For the purposes of this Judgment, the following definitions shall apply:

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

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

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

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

26 13. **“AG Consumer Complaint”** shall mean any oral or written communication from  
27 a **Consumer** made to or forwarded to the office of any state Attorney General pertaining to **Cash**  
28

1 **App.**

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

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

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

- 9 a. In any communication that is solely visual or solely audible, the disclosure must  
10 be made through the same means through which the communication is  
11 presented. In any communication made through both visual and audible means,  
12 such as a video, the disclosure must be presented simultaneously in both the  
13 visual and audible portions of the communication even if the representation  
14 requiring the disclosure is made through only one means;
- 15 b. A visual disclosure, by its size, contrast, location, and the length of time it  
16 appears, must stand out from any accompanying text or other visual elements so  
17 that it is easily noticed, read, and understood;
- 18 c. An audible disclosure, including by telephone or video, must be delivered in a  
19 volume, and cadence sufficient for an ordinary consumer to easily hear and  
20 understand it;
- 21 d. In any communication using an interactive electronic medium, such as the  
22 Internet or software, the disclosure must be unavoidable;
- 23 e. The disclosure must use understandable language, and syntax; and
- 24 f. The disclosure must not be contradicted or mitigated by, or inconsistent with,  
25 anything else in the communication.

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

27 18. **“Covered Conduct”** shall refer to Block’s representations prior to the **Effective**  
28

1 **Date** relating to: (1) the safety of **Cash App**; (2) the refund protections that it affords to **Cash App**  
2 **Consumers**; and (3) the circumstances under which FDIC insurance may protect **Consumers’**  
3 money. **Covered Conduct** shall also include the following alleged conduct relating to **Cash App**  
4 prior to the **Effective Date**: (1) conduct relating to Block’s compliance or lack of compliance with  
5 the requirements of **Regulation E** and/or **EFTA**; (2) conduct relating to Block’s locking,  
6 suspending, and deactivating **Cash App Accounts**; (3) conduct relating to Block’s communications  
7 to **Consumers** about risks, including fraud risks; (4) conduct relating to Block’s customer service  
8 to **Consumers**; (5) conduct relating to Block’s social media promotions; (6) conduct relating to  
9 Block’s maintenance of or failure to maintain compliance programs, including, but not limited to,  
10 BSA/AML programs and know your customer requirements; and (7) conduct relating to Block’s  
11 communications to **Consumers** regarding **Cash App’s** live customer support. **Covered Conduct**  
12 shall also refer to any conduct alleged or referred to in the Complaint. **Covered Conduct** does not  
13 include conduct relating to Afterpay US, Inc.’s Buy Now Pay Later (BNPL) products.

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

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

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

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

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

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

26 **III. INJUNCTIVE RELIEF**

27 25. The duties, responsibilities, burdens, and obligations undertaken in connection with  
28

1 this Judgment shall apply to Block and its directors, officers, and employees, in connection with  
2 **Cash App.**

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

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

12 **A. COMPLIANCE WITH LAW**

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

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

17 **B. COMPLIANCE PROGRAM**

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

22 31. Block shall maintain at least a single committee (Compliance Management  
23 Committee, or a similar internal management committee) that is responsible for overseeing Block’s  
24 compliance with this Order. The Compliance Management Committee shall be comprised of  
25 individuals who have requisite authority and subject matter expertise to undertake this committee’s  
26 work.

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

3                                   **C. EDUCATION AND TRAINING REQUIREMENTS**

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

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

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

19                                   **D. PROHIBITED BUSINESS PRACTICES**

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

23           37.     Block shall not make false, misleading, or deceptive representations regarding the  
24 extent to which **Cash App** is a bank. To the extent applicable, Block shall **Clearly and**  
25 **Conspicuously** disclose that **Cash App** is a financial services platform and is not a bank, and that  
26 banking services are provided by **Cash App's** bank partners.





- 1 to request the documents that Block relied on in making its determination, copies
- 2 of which shall promptly be provided to the consumer upon request;
- 3 c. correct errors within one business day of Block’s determination that an error has
- 4 occurred;
- 5 d. provide a provisional credit in the amount of the alleged error within ten business
- 6 days of receiving the **Notice of Error** if Block is unable to complete its
- 7 investigation by that time; and
- 8 e. make final any provisional credit provided pursuant to the preceding
- 9 subparagraph in accordance with 12 CFR § 1005.11.

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

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

- 16 a. Contacting the recipient of the peer-to-peer transfer at issue;
- 17 b. Filing a police report or otherwise making contact with law enforcement
- 18 agencies; or
- 19 c. Providing any additional information to Block beyond that required from a
- 20 **Notice of Error** pursuant to 12 C.F.R. § 1005.11(b).

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

23 **H. NOTIFICATION AND REVIEW REQUIREMENTS FOR LOCKED,**  
24 **SUSPENDED, OR PERMANENTLY DEACTIVATED ACCOUNTS**

- 25 51. By June 30, 2026:
- 26 a. Block shall establish, implement, and maintain a procedure reasonably designed
- 27 to, where appropriate and/or unless prohibited by applicable law, promptly (1)
- 28

1 notify **Cash App Consumers** about an **Account Suspension** or **Account**  
2 **Deactivation**, (2) inform **Cash App Consumers** with an **Account Suspension**  
3 or **Account Deactivation** how they can access their funds, and (3) inform those  
4 **Cash App Consumers** how they may address those account restrictions.

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

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

13 **I. FRAUD PREVENTION AND EDUCATION**

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

17 a. to identify **Accounts** suspected of fraudulently inducing transactions from **Cash**  
18 **App Consumers** to prevent them from operating on the **Cash App** platform;

19 b. to prevent individuals associated with the **Accounts** referenced in Paragraph  
20 52(a) from returning to the **Cash App** platform;

21 c. to adequately staff and continuously operate and maintain a system to receive  
22 and track complaints and data related to fraudulently induced transactions and  
23 track trends relating to the same;

24 d. to provide consumer refunds in connection with fraudulently induced  
25 transactions in accordance with **Cash App** policies, which shall be developed in  
26 good faith to address fraudulently induced transactions; and

1 e. when Block suspects a transfer is the result of or may be an attempt at a  
2 fraudulently induced transaction, Block must **Clearly and Conspicuously**  
3 disclose a readily understandable consumer fraud warning within the user  
4 experience through which Block allows consumers to initiate a transfer,  
5 segregated from all other disclosures and containing only information related to  
6 fraud prevention.

7 **J. REPORTING REQUIREMENTS**

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

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

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

16 **IV. CONSUMER RELIEF**

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

20 56. Block's redress payment in connection with *In the Matter of: Block, Inc.*, CFPB  
21 Administrative Proceeding, File No. 2025-CFPB-0001 ("January 16, 2025 CFPB Consent Order")  
22 will satisfy the redress requirements of this Judgment and no further redress payment is required  
23 under this Judgment.

24 57. In the event that Block has not paid at least \$75,000,000 in redress in connection  
25 with the January 16, 2025 CFPB Consent Order by January 16, 2030, then Block shall instead pay  
26 redress required by Paragraph 55 pursuant to a redress plan materially similar to that described in  
27 the January 16, 2025 CFPB Consent Order, which shall be (1) proposed by Block to the Multistate  
28 AG Executive Committee by March 18, 2030 and (2) approved by the Multistate AG Executive

1 Committee prior to payment. In the event that Block is in the process of providing redress in  
2 connection with the January 16, 2025 CFPB Consent Order on January 16, 2030 but has not yet  
3 completed making such payments, Block will provide an update to the **Multistate AG Executive**  
4 **Committee**.

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

#### 8 **V. PAYMENT TO THE STATES**

9 59. Within thirty (30) days of the **Effective Date**, Block shall pay a total of Forty-Five  
10 Million Dollars (\$45,000,000) to the Attorneys General, to be divided among the Participating  
11 States at their discretion. The amount apportioned to California is to be paid by Block directly to  
12 California in an amount designated by the Attorneys General and communicated to Block.

13 60. Out of the Forty-Five Million Dollars (\$45,000,000) to be paid to the Attorneys  
14 General, Block shall pay \$ 2,941,785.27 to California. Payment shall be made by wire pursuant to  
15 instructions previously provided by the California Attorney General. These funds shall be allocated  
16 in accordance with section 17206, subdivision (c), of the Business and Professions Code, and the  
17 State's portion of these funds and any interest accrued thereon shall be for the exclusive use by the  
18 Attorney General for the enforcement of consumer protection laws, pursuant to section 17206,  
19 subdivision (c)(4), of the Business and Professions Code.

#### 20 **VI. RELEASE**

21 61. Following full payment of the amount due under Paragraph 59 of this Judgment, the  
22 California Attorney General shall release and discharge Block and any former, present, or future  
23 officers, directors, employees, subsidiaries, affiliates, successors, and assigns from all civil claims  
24 that the California Attorney General could have brought arising out of or related to the **Covered**  
25 **Conduct** prior to the **Effective Date** under all potentially applicable state and federal consumer  
26 protection and unfair trade and deceptive acts and practices laws, rules, regulations, common law,  
27 equitable principles, and doctrines, including without limitation the **Relevant Laws** ("Released  
28

1 Claims”). Nothing contained in this paragraph shall be construed to limit the ability of the  
2 California Attorney General to enforce the obligations that Block has under this Judgment. Further,  
3 nothing in this Judgment shall be construed to (a) create, waive, or limit any private right of action;  
4 or (b) excuse or exempt Block from complying with any state or federal law, rule, or regulation in  
5 the future.

6 62. The release in Paragraph 61 is intended by the Parties to be broad and shall be  
7 interpreted so as to give the Defendant the broadest possible bar against any liability relating in any  
8 way to the Released Claims. This Judgment shall be a complete bar to any Released Claims.

9 63. Notwithstanding any term of this Judgment, any and all of the following forms of  
10 liability are specifically excluded from the release in Paragraph 61 above as to any person or entity,  
11 including Block:

- 12 a. Any criminal liability; and
- 13 b. Any civil liability or administrative liability under any statute, regulation, or rule  
14 arising from conduct not defined as **Covered Conduct**, including but not limited  
15 to, the following claims: (i) State or federal antitrust violations; (ii) State or  
16 federal securities violations; (iii) State insurance law violations; or (iv) State or  
17 federal tax claims.

## 18 **VII. GENERAL PROVISIONS**

19 64. The requirements in the following Paragraphs of this Judgment will terminate five  
20 (5) years from the **Effective Date**:

- 21 a. Paragraphs 31 and 32 (in Section III.B);
- 22 b. Paragraph 42 (in Section III.E);
- 23 c. Paragraphs 44(b), 44(c), 45, and 46 (in Section III.F);
- 24 d. Paragraph 51 (in Section III.H);
- 25 e. Paragraph 52 (in Section III.I); and
- 26 f. Paragraphs 53 and 54 (in Section III.J).

27 65. The requirements in Paragraph 41 (in Section III.E) will terminate seven (7) years  
28

1 from the **Effective Date**.

2 66. In the event that technological or industry developments or other intervening  
3 changes in law or fact cause Block to believe that termination or modification of a provision in  
4 Section III of this Judgment is warranted or appropriate, Block may provide notice to the **Multistate**  
5 **AG Executive Committee**. If the Parties reach a mutual agreement that termination or modification  
6 of a provision is appropriate, they may jointly petition the Court to terminate or modify such  
7 provision. If the Parties fail to reach an agreement, Block may petition the Court to terminate or  
8 modify such provision.

9 67. Nothing in this Judgment shall be construed to limit the authority or ability of the  
10 California Attorney General to protect the interests of California or the people of California. This  
11 Judgment shall not bar the California Attorney General or any other governmental entity from  
12 enforcing laws, regulations, or rules against Defendant for conduct subsequent to or otherwise not  
13 covered by this Judgment.

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

19 69. Any failure of the Plaintiff to exercise any of its rights under this Judgment shall not  
20 constitute a waiver of any rights hereunder.

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

26 71. Defendant shall pay all court costs associated with the filing of this Judgment, as  
27 applicable.

1           72. Defendant agrees that this Judgment does not entitle it to seek or to obtain attorneys’  
2 fees under any statute, regulation, or rule, and Defendant further waives any right to attorneys’ fees  
3 that may arise under such statute, regulation, or rule in connection with this Judgment.

4           73. This Judgment shall not be construed to waive any claims of sovereign immunity  
5 that California may have in any action or proceeding.

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

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

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

- 26           a. A statement explaining why Block believes it has complied with the term or terms  
27           of the Judgment identified by the State; or



1 copy sent via email:

2 For the State:

3 Jessica Wang  
4 California Attorney General's Office  
5 455 Golden Gate Ave., Suite 11000  
6 San Francisco, CA 94102  
7 Jessica.Wang@doj.ca.gov

8 *with a copy to:*

9 Stacey Schesser  
10 California Attorney General's Office  
11 1515 Clay St.  
12 Oakland, CA 94612  
13 Stacey.Schesser@doj.ca.gov

14 For Block:

15 Allyson B. Baker  
16 Meredith L. Boylan  
17 Erin Zacuto Cass  
18 Counsel for Block, Inc.  
19 Paul Hastings LLP  
20 2050 M Street NW  
21 Washington DC, 20036  
22 allysonbaker@paulhastings.com  
23 meredithboylan@paulhastings.com  
24 erincass@paulhastings.com

25 Any notices or other documents sent to the **Multistate AG Executive Committee**  
26 pursuant to this Judgment shall be sent to the recipients below, with a courtesy copy sent via  
27 email:

28 For Oregon:

Joseph S. Ferretti  
Assistant Attorney General  
Oregon Department of Justice  
Economic Justice Section  
100 SW Market Street  
Portland, OR 97201  
[Joseph.Ferretti@doj.oregon.gov](mailto:Joseph.Ferretti@doj.oregon.gov)

*with a copy to:*

Zach A. Mason  
Attorney-in-Charge  
Oregon Department of Justice  
Economic Justice Section

1 100 SW Market Street  
2 Portland, OR 97201  
3 [Zach.Mason@doj.oregon.gov](mailto:Zach.Mason@doj.oregon.gov)

4 For Texas:

5 Gabriella Gonzalez  
6 Texas Office of the Attorney General  
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A Party may update its designee or address by sending written notice to the other Party informing them of the change.

80. The clerk is directed to enter this Judgment forthwith.

ORDERED AND ADJUDGED at \_\_\_\_\_, California this \_\_\_\_ day of July, 2026.

\_\_\_\_\_  
Judge of the Superior Court