DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202	
STATE OF COLORADO, *ex rel*. PHILIP J. WEISER, ATTORNEY GENERAL Plaintiff, v. BLOCK, INC. f/k/a SQUARE, INC., Defendant.	**▲COURT USE ONLY▲**
Attorneys for Plaintiffs: PHILIP J. WEISER, Attorney General MARK BARNES, #23091* First Assistant Attorney General HANAH SORENSEN, #47485* Assistant Attorney General II 1300 Broadway, 9th Floor Denver, CO 80203 Telephone: (720) 508-6237 hanah.sorensen@coag.gov mark.barnes@coag.gov *Counsel of Record	Case No. Div.:
FINAL CONSENT JUDGMENT	

Plaintiff, the State of Colorado, *ex rel.* Attorney General of Colorado, *ex rel.* Philip J. Weiser, Attorney General for the State of Colorado, (the "State" or the "Plaintiff or "the Colorado Attorney General"),[1] and Defendant, Block, Inc., f/k/a Square, Inc., including all of its subsidiaries,

[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,

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 Judgment ("Judgment") without admission of any facts or liability as alleged in the Complaint, and with all Parties having waived their right to appeal.

This Judgment resolves the Plaintiff's investigation described in the Complaint regarding Defendant's compliance with Colorado's Consumer Protection Act ("**CCPA**"), C.R.S. § 6-1-101, *et seq.* ("**Consumer Protection Law**"), the Electronic Fund Transfer Act, 15 U.S.C. § 1693 *et seq*. ("**EFTA**"), and Regulation E, 12 C.F.R. Part 1005 ("**Regulation E**") (collectively, the "**Relevant Laws**"). The Parties stipulate that this Court may enter this Judgment.

I. PARTIES AND JURISDICTION

1. Plaintiff is charged with enforcement of the **Consumer Protection Law** of this State pursuant to C.R.S. Sections 6-1-101 through 6-1-1121, and is authorized to enforce provisions of the Consumer Financial Protection Act of 2010 (CFPA) pursuant to 12 U.S.C. § 5552.

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

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

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 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.

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

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

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

7. The Court has jurisdiction over the subject matter of this action and jurisdiction over the Parties for purpose of entering and enforcing this Judgment, and venue is proper in this Court pursuant to C.R.S. § 13-1-124(a) and C.R.S. § 6-1-103 because Block transacted business in the City and County of Denver and the State of Colorado at all times relevant to this matter.

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

II. DEFINITIONS

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

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

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

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

12. **"Account Deactivation"** refers to instances in which Block deactivates an **Account** to prevent **Consumers** who are suspected of violating **Cash App**'s Terms of Service from further participating on the platform.

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

14. **"Cash App"** shall mean Block's mobile payment application providing peer-to-peer money transfer services and stored value.

15. **"Cash App Consumer"** shall mean any natural person with an open **Cash App Account**.

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

a. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is

presented. In any communication made through both visual and audible means, such as a video, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made through only one means;

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

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

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

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

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

17. **"Consumer"** shall mean any natural person.

18. "**Covered Conduct**" shall refer to Block's representations prior to the **Effective Date** relating to: (1) the safety of **Cash App**; (2) the refund protections that it affords to **Cash App Consumers**; and (3) the circumstances under which FDIC insurance may protect **Consumers'** money. **Covered Conduct** shall also include the following alleged conduct relating to **Cash App** prior to the **Effective Date:** (1) conduct relating to Block's compliance or lack of compliance with the requirements of **Regulation E** and/or **EFTA**; (2) conduct relating to Block's locking,

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

19. **"Effective Date"** shall be July 8, 2026.

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

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

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

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

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

III. INJUNCTIVE RELIEF

25. The duties, responsibilities, burdens, and obligations undertaken in connection with this Judgment 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 Judgment, Block shall comply with the provisions in Section III ("Injunctive Relief") of this Judgment.

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

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

C. EDUCATION AND TRAINING REQUIREMENTS

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

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

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

D. PROHIBITED BUSINESS PRACTICES

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

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

38. Block shall not make misrepresentations regarding FDIC insurance, including as to whether FDIC "pass through" insurance applies to **Cash App Consumers'** funds held in a **Cash App Account**.

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

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

E. CONSUMER EDUCATION

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

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

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

F. CUSTOMER SUPPORT REQUIREMENTS

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

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

a. conduct a prompt, thorough, and reasonable investigation, without requiring additional information or action prior to commencing the investigation;

b. provide a report of the results of the investigation of the **Notice of Error** to the consumer within three business days after completing its investigation, and, if Block determines that no error occurred or that an error occurred in an amount or manner different from that described by the consumer, such report shall include a written explanation of its findings and shall note the consumer's right to request the documents that Block relied on in making its determination, copies of which shall promptly be provided to the consumer upon request;

c. correct errors within one business day of Block's determination that an error has occurred;

d. provide a provisional credit in the amount of the alleged error within ten business days of receiving the **Notice of Error** if Block is unable to complete its investigation by that time; and

e. make final any provisional credit provided pursuant to the preceding subparagraph in accordance with 12 CFR § 1005.11.

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

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

a. Contacting the recipient of the peer-to-peer transfer at issue;

b. Filing a police report or otherwise making contact with law enforcement agencies; or

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

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

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

51. By June 30, 2026:

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

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

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

I. FRAUD PREVENTION AND EDUCATION

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

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

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

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

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

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

J. REPORTING REQUIREMENTS

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

a. The identification and assessment of risks that could cause or contribute to fraud against **Cash App Consumers**; and

b. An assessment of the safeguards and controls in place to mitigate these risks.

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

IV. CONSUMER RELIEF

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

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

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

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

V. PAYMENT TO THE STATES

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

60. Out of the Forty-Five Million Dollars ($45,000,000) to be paid to the Attorneys General, Block shall pay $ 1,663.539.10 to the Colorado Attorney General Payment shall be made by wire pursuant to instructions previously provided by the Colorado Attorney General, which will be held in the Colorado Attorney General's sole discretion for the reimbursement of attorneys' fees and costs, for consumer or creditor educational purposes, for further consumer credit or consumer protection enforcement purposes, or other public welfare purposes.

VI. RELEASE

61. Following full payment of the amount due under Paragraph 59 of this Judgment, the Colorado Attorney General shall release and discharge Block and any former, present, or future officers, directors, employees, subsidiaries, affiliates, successors, and assigns from all civil claims that the Colorado Attorney General could have brought arising out of or related to the **Covered Conduct** prior to the **Effective Date** under all potentially applicable state and federal consumer protection and unfair trade and deceptive acts and practices laws, rules, regulations, common law, equitable principles, and doctrines, including without limitation the **Relevant Laws** ("Released Claims"). Nothing contained in this paragraph shall be construed to limit the ability of the Colorado Attorney General to enforce the obligations that Block has under this Judgment. Further, nothing

in this Judgment shall be construed to (a) create, waive, or limit any private right of action; or (b) excuse or exempt Block from complying with any state or federal law, rule, or regulation in the future.

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

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

a. Any criminal liability; and

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

VII. GENERAL PROVISIONS

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

a. Paragraphs 31 and 32 (in Section III.B);

b. Paragraph 42 (in Section III.E);

c. Paragraphs 44(b), 44(c), 45, and 46 (in Section III.F);

d. Paragraph 51 (in Section III.H);

e. Paragraph 52 (in Section III.I); and

f. Paragraphs 53 and 54 (in Section III.J).

65. The requirements in Paragraph 41 (in Section III.E) will terminate seven (7) years from the **Effective Date**.

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

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

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

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

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

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

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

73. This Judgment shall not be construed to waive any claims of sovereign immunity that the State of Colorado or the Colorado Attorney General may have in any action or proceeding.

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

75. Defendant waives service of process for any necessary filing relating to this Judgment, and the Court retains jurisdiction over this Judgment and the Parties hereto for the purpose of enforcing and modifying this Judgment and for the purpose of granting such additional relief as may be necessary and appropriate. No modification of the terms of this Judgment shall be

valid or binding unless made in writing, signed by the Parties, and approved by the Court in which the Judgment is filed, and then only to the extent specifically set forth in such Judgment. However, the Parties may agree in writing, through counsel, to modify non-material requirements of this Judgment, including to an extension of any time period specified in this Judgment, without a court order.

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

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

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

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

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

(3) Block has provided the State with a detailed and reasonable timetable for resolving the alleged violation.

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

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

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

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

VIII. NOTICES

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

For the State of Colorado and the Colorado Attorney General:

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 Block:

Allyson B. Baker
Meredith L. Boylan
Erin Zacuto Cass
Counsel for Block, Inc.
Paul Hastings LLP
2050 M Street NW
Washington DC, 20036
allysonbaker@paulhastings.com
meredithboylan@paulhastings.com
erincass@paulhastings.com

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

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

with a copy to:

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

For Texas:

Gabriella Gonzalez
Texas Office of the Attorney General
112 E. Pecan St., Ste 735,
San Antonio, TX 78205
Gabriella.Gonzalez@oag.texas.gov

with a copy to:

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

For Connecticut:

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

with a copy to:

Amor Rosario
Connecticut Office of the Attorney General
165 Capitol Avenue
Hartford, CT 06106
amor.rosario@ct.gov

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
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1300 Broadway, 9th Floor
Denver, CO 80203
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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.

So ordered this ___day of _____, 2026

_____
Denver District Court Judge

For Block, Inc.:

DocuSigned by:
Chrysty Esperanza
24ADD0E51DCD4CB...

Chrysty Esperanza
Chief Legal Officer
Block, Inc.

For the Colorado Attorney General

Hanah Sorensen

Hanah Sorensen
Assistant Attorney General
Colorado Office of the Attorney General