

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into as of the last date of any signature below (“Execution Date”) by and among:

- (a) Block, Inc. (F/K/A, Square Inc.) (D/B/A, Cash App) (“Block” or “Defendant”), and
- (b) Plaintiff Kimberly Bottoms, individually and as a representative of the proposed Settlement Class, as defined below.

RECITALS

A. Plaintiff Kimberly Bottoms filed a lawsuit against Block under the caption *Bottoms v. Block, Inc.*, No. 2:23-cv-01969-MJP (W.D. Wash.) (the “Action”). The Action is pending in the United States District Court for the Western District of Washington and is assigned to the Honorable Marsha J. Pechman (“Court”). Plaintiff claims, among other things, that Block violated Washington state law by substantially assisting its users to transmit unsolicited commercial text messages to their contacts residing in Washington through the Invite Friends program.

B. This case has been litigated for more than a year and a half. The Parties briefed Defendant’s motion to dismiss, engaged in discovery relating to Plaintiff’s individual claims (as limited by the Court), and briefed Defendant’s motion for summary judgment as to Plaintiff’s individual claims, which included a constitutional challenge to the statute at issue. The Parties then mediated their dispute with an experienced and respected mediator before reaching the settlement embodied in this Agreement.

C. Defendant denies the material allegations in the Action and denies all liability with respect to the facts and claims alleged in the Action, or that could have been asserted in this Action. Nevertheless, without admitting or conceding liability, and while continuing to deny that the claims asserted in the Action would be appropriate for class treatment if prosecuted at trial, Defendant now desires to settle the Action on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation and to put to rest all claims that were, or could have been, brought in the Action or in similar litigation based on the facts alleged in the Action.

D. Class Counsel, as defined below, have analyzed and evaluated the merits of all Parties’ contentions and the impact of this Agreement on the members of the Settlement Class, as defined below. Based on that analysis and evaluation, and recognizing the risks of continued litigation and the likelihood that the Action, if not settled now, may be protracted and will further delay any relief to the proposed class, Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action on the terms described herein is in the best interests of the Settlement Class.

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parties, for themselves and through their undersigned counsel, agree to the following settlement, subject to Court approval, under the following terms and conditions:

I. DEFINITIONS

In addition to the terms defined parenthetically herein, the following definitions apply to this Agreement:

1.01 “Claimant Award” means the cash payment available to Eligible Claimants as described in Paragraph 4 below.

1.02 “Claims Period” means the time period within which Settlement Class Members may submit Claim Forms as described in Paragraph 4.04 below.

1.03 “Class Counsel” means Berger Montague PC and Terrell Marshall Law Group PLLC.

1.04 “Class Notice” means the notice provided to the Settlement Class of the class action status and proposed settlement of the Action, including the Settlement Website, the Long Form Notice (Exhibit A), the Email Notice (Exhibit B), the Reminder Email Notice (Exhibit C), the Postcard Notice (Exhibit D), the Reminder Postcard Notice (Exhibit E), and the Publication Notice (Exhibit F). The Class Notice will include a hearing date set by the Court to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment (“Final Approval Hearing”). The Class Notice will be in substantially the form as Exhibits A–F.

1.05 “Class Notice Date” means a date thirty (30) calendar days from the date of Preliminary Approval.

1.06 “Distribution Date” means a date thirty (30) calendar days from the date of Final Approval.

1.07 “Eligible Claimant” means a Settlement Class Member who complies fully with the claims submission requirements set forth in Paragraphs 4.04 and 4.05 below, including the requirements of timely and complete submission of a Claim Form (Exhibit G or Exhibit D).

1.08 “Final Approval” means that (a) the Court has entered the Settlement Order and Final Judgment; and (b) thirty–one (31) calendar days have passed after entry of the Settlement Order and Final Judgment by the Court without any appeals or requests for review of the Court’s Settlement Order and Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the Settlement Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.

1.09 “Initial Notice Deposit” means an initial payment of \$60,000.00 from the Settlement Fund that Block will pay to the Settlement Administrator within ten (10) business days after Preliminary Approval to cover expected initial notice and administration expenses through the date of the Final Approval Hearing. If Final Approval does not occur, Block shall be entitled to receive a refund of any amounts remaining of the Initial Notice Deposit.

1.10 “Net Settlement Fund” means the remainder of the Settlement Fund after payment of the costs of Settlement Notice, Settlement Administration, attorneys’ fees, costs, and expenses, and any Service Award as set forth in Paragraphs 2.02 and 2.04 below.

1.11 “Parties” means Plaintiff and Block.

1.12 “Plaintiff” means Kimberly Bottoms.

1.13 “Preliminary Approval” means the Court has entered an order substantially in the form of Exhibit H (“Preliminary Approval Order”) to this Agreement, preliminarily approving the terms and conditions of this Agreement, including the manner of providing Class Notice to the Settlement Class.

1.14 “Released Claims” means any and all claims, rights (including rights to restitution or reimbursement), demands, actions, causes of action, suits, liens, damages, attorneys’ fees, obligations, contracts, liabilities, agreements, costs, expenses or losses of any nature, whether known or unknown, direct or indirect, matured or unmatured, contingent or absolute, existing or potential, suspected or unsuspected, equitable or legal, and whether under federal statutory law, federal common law or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or any other law of any and all states or their subdivisions, parishes or municipalities that arise out of or relate in any way to text messaging activity related to the Invite Friends program (collectively, “Claims”), between and including November 14, 2019 through the latest date Block pulls data to provide to the Settlement Administrator identifying the phone numbers with Washington area codes to which Invite Friends texts were initiated, that have been, or could have been, brought in the Action, as well as any Claims arising out of the same nucleus of operative facts as any of the claims asserted in the Action. In addition, with respect to Plaintiff only, “Released Claims” includes all claims arising out of any conduct or omissions occurring to the Execution Date that are attributable, or alleged to be attributable, to Block.

1.15 “Released Parties” means Block, Inc. (F/K/A, Square Inc.) (D/B/A, Cash App) and its predecessors, successors, assigns, present and former affiliates, parents, divisions, direct and indirect subsidiaries, current and former agents, insurers, and any company or companies under common control with any of them, and each of their respective predecessors, successors, past and present officers, directors, managers, employees, agents, servants, accountants, attorneys, advisors, shareholders, members, insurers, representatives, partners, vendors, issuers, and assigns, or anyone acting on their behalf.

1.16 “Service Award” shall mean the payment to Plaintiff for her time and effort in connection with this action; such award will not exceed \$10,000.

1.17 “Settlement Administration” means the process under the Court’s supervision, that includes, but is not limited to, the manner in which the Class Notice is provided, providing notice to Settlement Class Members and to federal and state officials under 28 U.S.C. § 1715 (“Class Action Fairness Act” or “CAFA”), claim processing, and the making of the calculations, payments, and distributions required under this Agreement, are effectuated. The cost for Settlement Administration shall be deducted from the Settlement Fund.

1.18 “Settlement Administrator” means the independent company that the parties have mutually agreed to in order to notify the Settlement Class of the Settlement and administer the Settlement, as described in Section 4 of this Agreement.

1.19 Except as otherwise provided in this Paragraph, “Settlement Class” means: All persons who received a Cash App referral program text message, and who were Washington residents at the time of the receipt of such text message, between and including November 14, 2019 and the latest date Block pulls data to provide to the Settlement Administrator identifying the phone numbers with Washington area codes to which Invite Friends texts were initiated. Persons who clearly and affirmatively consented in advance to receive Cash App referral program text messages are excluded from the class.

The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant’s current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who validly request exclusion from it.

1.20 “Settlement Class Member” means individuals or entities who are within the Settlement Class.

1.21 “Settlement Fund” means the total amount of twelve and a half million dollars (\$12,500,000.00) that Defendant will make available for any and all payments under this Agreement, including but not limited to, Class Notice, Settlement Administration, attorneys’ fees, costs, and expenses, Service Award, and Claimant Awards as set forth in Paragraphs 2.01, 2.02, and 2.04 below. Defendant is not required to place all or any portion of the Settlement Fund into a separate bank account and will not relinquish control of any funds until payments are due. Defendant shall not be responsible for any payments or obligations other than those specified in this Agreement.

1.22 “Settlement Order and Final Judgment” means an order and judgment substantially in the form of Exhibit I to this Agreement, entered by the Court approving this Agreement as final and binding on the Parties, Settlement Class Members, and Released Parties.

1.23 The plural of any defined term includes the singular and the singular of any defined term includes the plural, as the case may be.

II. GENERAL TERMS OF SETTLEMENT

2.01 Payments to Eligible Claimants. As set forth more fully below, Block will make available, through the Settlement Administrator, to each Eligible Claimant the Claimant Award applicable to that Eligible Claimant on or before the Distribution Date.

2.02 Settlement Administration. Settlement Administration shall occur under the Court’s supervision. The costs of Settlement Administration (including, but not limited to, the costs of Class Notice, notices to the appropriate state and federal officials pursuant to 28 U.S.C. § 1715, claims processing, and making the calculations, payments and distributions required under this Agreement) shall be paid from the Settlement Fund. The Settlement Administrator shall administer the settlement. The Settlement Administrator currently estimates that

administration fees and costs will equal approximately \$590,000 to \$610,000, inclusive of the Initial Notice Deposit, and has agreed not to exceed \$619,500 in total administration fees and costs, provided no material change in the assumptions in the parties' request for proposal for administration services. With regard to Class Notice, as the Settlement Administrator incurs expenses it shall invoice Block, with copies to Class Counsel and Block's counsel Davis Wright Tremaine LLP ("DWT"). After depletion of the Initial Notice Deposit, Block shall be responsible for payment to the Settlement Administrator, which amounts will be deducted from Block's obligations to the Settlement Fund. Any amount paid to the Settlement Administrator prior to creation of the Settlement Fund shall be subtracted from the amount to be deposited by Block in the Settlement Fund, such that Block's total liability hereunder does not exceed twelve and a half million dollars (\$12,500,000.00). The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9, along with any other necessary forms, to Block no later than 21 days before the Initial Notice Deposit is due.

2.03 Data.

(A) Within ten (10) calendar days of Preliminary Approval, Defendant shall provide to the Settlement Administrator the following data pertaining to potential members of the Settlement Class: unhashed data comprising the phone numbers with Washington area codes to which Invite Friends texts were initiated during the Class Period. Block shall also provide email addresses or mailing addresses for these phone numbers, if available in Block's records.

(B) Further, every Monday during the Claims Period, the Settlement Administrator shall provide Block a list of all phone numbers without Washington area codes that have been submitted on a Claim Form in the previous week. After querying its records, and as soon as reasonably possible after receiving that information, Block shall identify to the Settlement Administrator which of those phone numbers had Invite Friends texts initiated to them during the Class Period. Block and the Settlement Administrator shall confer on an agreeable process for exchanging data, that shall be subject to Class Counsel's approval (which shall not be unreasonably withheld).

(C) The Settlement Administrator shall treat the data produced by Block as confidential and under no circumstances will any phone numbers be provided to Plaintiff's counsel during this verification process.

2.04 Payment of Attorneys' Fees, Costs and Expenses, and Service Award. No later than sixty (60) calendar days after the date of Preliminary Approval—thirty (30) calendar days before the date objections, claims, and exclusion requests are due in compliance with *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 995 (9th Cir. 2010)—Class Counsel will apply to the Court for an award of attorneys' fees, costs and expenses, and for Service Award. If Final Approval occurs, Block shall make available, as provided below, through the Settlement Administrator, from the Settlement Fund to Class Counsel the total amount approved by the Court, attorneys' fees, costs and expenses, and for Service Award, in full and complete compensation for attorneys' fees, costs, and expenses, and Service Award, in the manner and at the time set forth in Paragraph 4.03 below.

III. SETTLEMENT APPROVAL AND CLASS NOTICE

3.01 Preliminary Approval. Within thirty (30) calendar days of the Execution Date of this Agreement, Plaintiff will move for an order in the form of Exhibit H (“Preliminary Approval Order”), which, *inter alia*, provisionally certifies the Settlement Class for settlement purposes only; appoints Plaintiff as the “Class Representative;” appoints Class Counsel as counsel for the Settlement Class; grants the Court’s Preliminary Approval of this Agreement; approves Class Notice to the Settlement Class of the class action status and proposed settlement of the Action; approves the forms of Class Notice, which will be substantially in the form of Exhibits A–F; and sets a Final Approval Hearing date to consider objections, if any, to the settlement and to enter the Settlement Order and Final Judgment. Plaintiff will prepare and file the motions for preliminary approval and final approval and will provide a draft to Block’s counsel at least five (5) business days prior to the filing of each motion, unless otherwise agreed to by the Parties. The motions shall be written in a neutral manner that plainly states Plaintiff’s allegations and claims, while making clear that Block denies every allegation of wrongdoing and admits no liability. Block may provide comments concerning the motions, and Plaintiff’s counsel will meet and confer with Block’s counsel in good faith regarding their comments.

3.02 Limited Effect of Settlement Class. The certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement, for any reason, is not finally approved or is otherwise terminated or nullified (after pursuing the settlement in state court if necessary under Paragraph 6.13), the provisional class certification in Exhibit H shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Agreement. In that instance, (i) Block reserves the right to assert any and all objections and defenses to certification of a class; (ii) neither the Agreement nor any order or other action relating to the Agreement shall be offered by any person, party, or entity as evidence in any action; (iii) the settlement proposed in the Agreement shall become null and void and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers; and (iv) the parties will return to their respective positions existing immediately before the execution of the settlement agreement. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims and defenses.

3.03 Class Notice. The Parties will request that the Preliminary Approval Order direct that, by the Class Notice Date, the Settlement Administrator shall provide notice of the provisional class certification and proposed settlement to all Settlement Class Members as set forth in below.

3.03.01 Compiling the Notice List. After receiving the Paragraph 2.03(A) data from Block, the Settlement Administrator will create a list of persons that will receive individual notice via email, or if unavailable, mail. The Settlement Administrator shall use standard industry practices to locate contact information for these persons where necessary, including but not limited to reverse lookups.

3.03.02 Settlement Website. The Settlement Administrator shall post a downloadable copy of the Long Form Class Notice and Claim Form, substantially in the forms of Exhibits A and G, in .pdf format on a website it establishes. Other key legal

documents, such as the motion for preliminary approval, any motion for attorneys' fees, costs, and expenses and Service Award, motion for final approval, and any Court orders relating to the settlement, shall be made available on the website. The Internet address of the website (the Internet address and name of which shall be subject to Block's approval, which shall not be unreasonably withheld) shall be included prominently on the notices described in this Paragraph 3.03. The website shall be active and accessible by the Class Notice Date through one hundred twenty (120) calendar days after the Settlement Administrator completes the distribution of payments pursuant to Section IV below.

3.03.03 IVR Telephone Line. The Settlement Administrator shall establish and maintain a toll-free interactive voice response ("IVR") telephone line for Settlement Class Members to call with automated, prerecorded responses to Settlement-related inquiries until the date of the Final Approval. Settlement Class Members that wish to obtain live assistance will be provided contact information for Class Counsel.

3.03.04 Email Notice. The Settlement Administrator will provide Class Notice to the Settlement Class Members via email where at least one email address is provided by Block for the Settlement Class Member. If no email address is provided by Block, the Settlement Administrator shall attempt to identify the email through a reverse lookup using the unhashed data provided by Block at Paragraph 2.03(A). If found, the Settlement Administrator shall email such Settlement Class Members via email as well.

The Email Notice will be provided by an email sent by the Settlement Administrator containing text substantially in the form of Exhibit B and will direct recipients to the website referred to in Paragraph 3.03.02 above. The Settlement Administrator shall be obliged to re-send any Email Notice returned as undeliverable to the next available email address or, if none is available, to send to the Settlement Class Member the Postcard Notice described in Paragraph 3.03.05 below. The Settlement Administrator will send a Reminder Email Notice, substantially in the form of Exhibit C, to any Settlement Class Members that have not filed a claim thirty (30) calendar days before the deadline for Settlement Class Members to file a claim. The Settlement Administrator will send a subsequent Reminder Email Notice to Settlement Class Members who have not filed a claim fourteen (14) calendar days before the deadline for Settlement Class Members to file a claim. All email notices, including reminder notices, shall include a unique claims code associated with the notice recipient.

3.03.05 Postcard Notice. For any Settlement Class Member who does not have an email address available, the Settlement Administrator will provide Class Notice to the Settlement Class Members via U.S. mail. Before mailing under this Paragraph, the Settlement Administrator shall run the last known postal addresses of the Settlement Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS. The Postcard Notice will be provided by a postcard sent via United States mail containing text and a tear-off Claim Form substantially in the form of Exhibit D and will direct recipients to the website referred to in Paragraph 3.03.02 above. The Settlement Administrator shall be obliged to re-mail any Postcard Notice returned by the USPS with updated address information, and shall be obliged to run returned postcard notices without updated

address information through a skip tracing process before re-mailing. The Settlement Administrator will send a Reminder Postcard Notice, substantially in the form of Exhibit E, to any Settlement Class Members that have not filed a claim thirty (30) calendar days before the deadline for Settlement Class Members to file a claim. All postcard notices, including reminder notices, shall include a unique claims code associated with the notice recipient.

3.03.06 Online Publication Notice. Throughout the Claims Period, the Settlement Administrator will conduct an online publication notice campaign targeted to individuals located in Washington or who were formerly located in Washington, including but not limited to those who are associated with the phone numbers contained in the Paragraph 2.03 data. The online publication notice will be designed by the Settlement Administrator in accordance with standard industry practices, subject to Block's approval (which shall not be unreasonably withheld). The advertisements will be similar to those reflected in Exhibit F and will direct recipients to the website referred to in Paragraph 3.03.02 above.

3.04 Submission of Exclusion Requests or Objections. Settlement Class Members shall be allowed ninety (90) calendar days from the date of Preliminary Approval to request exclusion from the Settlement Class or to submit objections to the proposed settlement. The Class Notice, described in Paragraph 3.03 above, shall direct that exclusion requests or objections, if any, be sent to the Settlement Administrator by email or mail postmarked no later than ninety (90) calendar days from the date of Preliminary Approval. The Settlement Administrator will provide periodic updates on exclusion requests to Class Counsel and Defendant's Counsel. Any re-sending of Class Notice shall not extend the time for a Settlement Class Member to request exclusion or submit objections.

3.04.01 Exclusion Requests. Any exclusion requests must include the requesting person's (i) name, address, and telephone number; (ii) a statement confirming that they want to exclude themselves from the Settlement Class; the case name and number; and (iii) the person's signature and the date. Each written request for exclusion must be signed by the individual seeking exclusion, submitted by the Settlement Class Member, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be permitted.

3.04.02 Objections. Any objections must include the following: (i) the Settlement Class Member's full name, address, and current telephone number; (ii) an explanation of the basis for the objector's contention that the objector is a Settlement Class Member including the cellular telephone numbers on which the objector received a Cash App referral text message; (iii) if the individual is represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request; (iv) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any witnesses the objector may call to testify; (vi) a listing of all exhibits the

objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct of copies of such exhibits; (vii) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel; and (viii) the Settlement Class Member's signature (an attorney signature is not sufficient). A Settlement Class Member may withdraw an objection by communicating such withdrawal in writing to Class Counsel.

3.05 Entry of Settlement Order and Final Judgment. No later than thirty (30) calendar days after the deadline for submitting Claim Forms, objections, and opt-outs, Plaintiff will request that the Court enter the Settlement Order and Final Judgment, in the form of Exhibit I, approving the Agreement as fair, reasonable, and adequate, and binding on all Settlement Class Members who have not excluded themselves, ordering that the Claimant Awards be paid to Eligible Claimants (as set forth below in Paragraph 4 below), ordering that attorneys' fees, costs, expenses, and Service Award be paid in the amount approved by the Court, approving the form of Class Notice provided by Block pursuant to the Class Action Fairness Act of 2005, dismissing the Action with prejudice, and barring Settlement Class Members from bringing claims within the scope of the Released Claims.

3.06 Reporting. Within ninety (90) calendar days of completing the distribution of payments pursuant to Section IV below, Plaintiff will provide the Court a report verifying fulfillment of the terms of this Agreement to the date of the report.

IV. DISTRIBUTION OF PAYMENTS

4.01 Responsibility for Distributions. The Settlement Administrator will be responsible for making all distributions required under this Agreement. The Settlement Administrator will have authority to make the computations necessary to determine the Claimant Award for each Eligible Claimant, as well as the authority to make all decisions reasonably necessary for the orderly implementation and administration of this Agreement and the distribution of all payments prescribed in this Agreement. The Settlement Administrator shall have no liability for any computation or Settlement Administration decision made in good faith and not inconsistent with the express terms of this Agreement.

4.02 Payment of Settlement Fund. No later than fourteen (14) calendar days after the date of Final Approval, Block shall make available to the Settlement Administrator the Settlement Fund, less any amounts paid for the Initial Notice Deposit and other funds paid to the Settlement Administrator.

4.03 Distribution of Attorneys' Fees, Costs, Expenses, and Service Award. No later than thirty (30) calendar days after the date of Final Approval, the Settlement Administrator shall pay one half of attorneys' fees plus all costs, all expenses, and the entire Service Award in an amount approved by the Court by a check or wire transfer made payable to Berger Montague PC and delivered to Berger Montague PC. On the later of 30 days after the date of Final Approval or January 1, 2026, the Settlement Administrator shall pay the remaining one-half of attorneys' fees by a check or wire transfer made payable to Berger Montague PC and delivered to Berger Montague PC. Neither the Settlement Administrator nor Block shall have any responsibility or liability for any failure of Berger Montague PC to deliver any share of fees,

costs, expenses, or Service Award to Terrell Marshall Law Group PLLC, or any counsel not included in the definition of Class Counsel, but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action, or any payment to Plaintiff. Block's obligations with respect to any fees, costs, expenses, or payments to any of Class Counsel (or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, as a result of resolution of the Action) or Plaintiff shall be fully and forever discharged upon its payment to the Settlement Administrator pursuant to this Paragraph. Other than Block's obligation to make available the Settlement Fund, from which the Settlement Administrator shall pay the Class Counsel attorneys' fees, reasonable out-of-pocket costs and expenses, and Service Award in amounts approved by the Court, Block shall have no further obligations to Class Counsel, or to any counsel not included in the definition of Class Counsel but claiming some right to fees, costs, and/or expenses, or Plaintiff.

4.04 Submission of Claims and Eligibility for Distribution. To be eligible for distribution of any Claimant Award pursuant to this Agreement, Settlement Class Members must submit a completed Claim Form on the Settlement Website or by mail to the address set forth on the Class Notice. The Claim Form on the Settlement Website shall be substantially in the form attached as Exhibit G and the Claim Form attached to the Postcard Notice shall be substantially in the form attached as Exhibit D. To be timely, Claim Forms must be submitted online or postmarked by a date specified in the Class Notice, which shall not be less than ninety (90) calendar days after the date of Preliminary Approval.

4.04.01 Attestation. The Claim Form will require claimants to provide their phone number and attest that the claimant: (1) received one or more Invite Friends text messages from a Block customer on the provided cellular telephone number, (2) owns or is the regular user of such phone number, (3) was a Washington resident at the time they received each Invite Friends text message(s); and (4) did not clearly and affirmatively consent in advance to receive the Invite Friends text message(s).

4.04.02 Verification: Block will have the right (but not the obligation) to verify the truthfulness of the representations on any claim and the right (but not the obligation) to reject any claim on which a material misrepresentation appears. If the Settlement Administrator suspects that a Claim Form was fraudulently submitted, the Settlement Administrator will notify the Parties' counsel and provide the Parties an opportunity to investigate the potentially fraudulent claim. To be entitled to any Claimant Award, the phone number provided on the Claim Form must be contained in Block's records of Invite Friends text messages that were initiated as described in Paragraphs 2.03(A) & B above.

4.04.05 Administrative Information. The Claim Form shall require the Settlement Class Member to provide their name, mailing address, and an email address at which the Settlement Administrator can communicate with them about their claim. The online Claim Form will also allow Settlement Class Members to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

4.05 Determination of Claims. The Settlement Administrator shall review each Claim Form that is submitted. The Settlement Administrator shall use all reasonable efforts to

complete its review of all Claim Forms and attempts by Claimants to cure deficient Claim Forms no later than twenty-eight (28) calendar days after the deadline for submitting a Claim Form. If the Claim Form is timely, sets forth the requisite information, is signed (by written or electronic signature), is not duplicative of a previously approved claim, contains a phone number that is verified by the Settlement Administrator as being contained in Block's records of Invite Friends text messages that were initiated, either through reference to the Paragraph 2.03(A) data or the process in Paragraph 2.03(b), and there is no indicia of fraud, then the Settlement Administrator will approve the claim. Any disputes over the validity of a Claim Form will be promptly presented to and resolved by the Court. The Settlement Administrator will provide updates on a weekly basis to, and as requested by, the Parties' counsel on the number of claims that are denied, approved, or pending.

4.06 Notification to Claimants Deemed Not Eligible. As Claim Forms are submitted, the Settlement Administrator shall review claims and, within fourteen (14) calendar days of claim submission, notify claimants deemed not eligible that their claim has been disallowed, together with a brief statement of the reason(s) why the Settlement Administrator disallowed their claim. The claimant will be provided fourteen (14) calendar days to cure. Claimants will also be notified that the final determination of disallowance by the Settlement Administrator is final and not subject to challenge. All such notices may be provided by email to the email address included on the Claim Form.

4.07 Manner of Distribution. The Settlement Administrator shall distribute the Claimant Awards on or before the Distribution Date via the distribution method selected by each Eligible Claimant. The Settlement Administrator shall issue payment for a pro rata distribution of the Net Settlement Fund to each Eligible Claimant, if any. The determination of the payment amount is final and not subject to challenge. The Settlement Administrator shall not have any obligation to re-mail any check returned or other payment form rejected after a payment in accordance with this Paragraph. Checks issued pursuant to this Paragraph shall remain valid for one hundred twenty (120) calendar days after issuance, and shall recite that limitation on the face of the check. Any Claimant Awards remaining uncashed after one hundred twenty (120) calendar days shall be redistributed on a pro rata basis to all Eligible Claimants that cashed their check or otherwise successfully received payment, if feasible. If there are any Claimant Awards remaining uncashed one hundred twenty (120) calendar days after issuance of the redistribution payments, those amounts will be contributed to the Legal Foundation of Washington.

4.08 Notification to Eligible Claimants. At the time of payment, Eligible Claimants will be notified that the payment represents their Claimant Award under this Agreement, receive a brief explanation of the manner in which payments were calculated, and be notified that the determination of the payment amount is final and not subject to challenge.

4.09 Tax Determinations and Obligations. Any tax determinations and obligations arising from any payment made by Block pursuant to this Agreement shall be the exclusive responsibility of the recipient of such payment. Under no circumstances will Block or any of the Released Parties have any liability for taxes or tax expenses for any Settlement Class Members, their counsel, or any third party under this settlement.

V. RELEASES

5.01 Sole and Exclusive Remedy. The settlement shall be the sole and exclusive remedy for any and all Released Claims against the Released Parties. Upon entry of the Preliminary Approval Order, each member of the Settlement Class (including anyone claiming by or through them) shall be barred from initiating, asserting, or prosecuting against Block any claim that would be released by operation of the Settlement Agreement if the Final Order and Judgment is entered. Released Claims shall be tolled until the Court determines whether or not to enter the Final Order and Judgment. If the Final Order and Judgment is not entered for any reason, there will be no release and the Settlement Class Members will be permitted to bring claims otherwise barred by operation of this provision. If the Final Order and Judgment is entered, in the event any Settlement Class Member attempts to prosecute an action in contravention of the Final Order and Judgment and the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Order and Judgment to such Settlement Class Member and advise them of the releases provided pursuant to this Agreement. If so requested by either Block or its counsel, Plaintiff's counsel shall provide this notice.

5.02 Class Release to Defendant and the Released Parties. Effective upon Final Approval, Plaintiff, for herself and on behalf of each Settlement Class Member who has not timely opted out and each of their respective agents, successors, heirs, assigns, and any other person who can claim by or through the Plaintiff or the Settlement Class Members in any manner, shall have fully, finally and forever irrevocably released, relinquished, and forever discharged with prejudice all Released Claims against the Released Parties.

5.03 Individual Release by Plaintiff. Effective upon Final Approval, the Plaintiff, for herself and on behalf of her respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through Plaintiff in any manner, shall have fully, finally and forever irrevocably released, relinquished and forever discharged with prejudice all Released Claims against the Released Parties.

5.04 Effect of Releases. With respect to any and all Released Claims, the Parties stipulate and agree that upon Final Approval, the Plaintiff, for herself and on behalf of her respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through her, shall expressly waive, and each Settlement Class Member and each Settlement Class Members' respective agents, attorneys, successors, heirs, assigns, and any other person who can claim by or through each or any of them, in any manner, shall be deemed to have waived, and by operation of the judgment of the Court shall have expressly waived, any and all claims, rights, or benefits they may have under California Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may be applicable. The Parties agree and acknowledge that this waiver is an essential term of this Agreement. California Civil Code § 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

VI. MISCELLANEOUS PROVISIONS

6.01 Settlement Purpose of Agreement. This Agreement is governed by the terms of Federal Rule of Evidence 408 and is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as, any admission of the validity of any claim, defense or any fact alleged by any of the Parties in the Action or in any other pending or subsequently filed action or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or admission by any Party of any claim, defense or allegation made in the Action or any other action, nor as an admission by any of Defendant, Plaintiff, Settlement Class Members, or Class Counsel of the validity of any fact or defense asserted against them in the Action or any other action. Nevertheless, Block may file this Settlement Agreement and/or the Final Order and Judgment in any other action that may be brought against it in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim or issue preclusion or similar defense or counterclaim. Subject to Paragraph 6.13, if the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit I, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties agree in writing that the remaining provisions shall remain in full force and effect. This includes that the provisional certification of the Settlement Class shall have no bearing in deciding whether the claims asserted in the Action are or were appropriate for class treatment in the absence of settlement. If this Agreement terminates or is nullified, the provisional class certification in Exhibit H shall be vacated by its terms, and the Action shall revert to the status that existed before execution of this Agreement. Upon nullification of this Agreement, Plaintiff shall be free to pursue any claims available to her, and Defendant shall be free to assert any defenses available to it, including, but not limited to, denying the suitability of this case for class treatment. Nothing in this Agreement shall be argued or deemed to estop any Party from the assertion of such claims or defenses. In the event the Court should for any reason fail to approve this Agreement in the form agreed to by the Parties, decline to enter the Settlement Order and Final Judgment in the form of Exhibit I, or impose any condition to approval of the settlement to which the Parties do not consent, or if the Settlement Order and Final Judgment is reversed or rendered void, the Parties will negotiate in good faith to address the issues raised by said events, including seeking mediation with Jill Sperber.

6.02 Termination. If more than 500 Settlement Class members exclude themselves from the settlement, Block shall have the right to elect to terminate this Settlement Agreement, on the ground that exclusion at this level threatens to frustrate the essential purpose of the settlement.

6.03 Defendant's Warranty. Defendant warrants that it has the ability to fully fund the settlement and does not currently intend to file any petition for bankruptcy or receivership that will impact its ability to fund the settlement.

6.04 Cooperation. The Parties and their counsel will cooperate fully in the process of seeking settlement approval. Class Counsel warrant and agree they will take all steps necessary to obtain and implement Final Approval of this Agreement, to defend the Settlement Order and Final Judgment through all stages of any appeals that may be taken (regardless of who prosecutes the appeal), to give Released Parties full and final peace from further prosecution of the Released Claims, and to give the Settlement Class Members the benefits they enjoy under this Agreement.

6.05 Governing Law. This Agreement is intended to and shall be governed by the laws of the State of Washington, without regard to its rules regarding conflict of laws.

6.06 Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, whether oral or in writing, express or implied, and may not be contradicted by evidence of any prior or contemporaneous agreement, provided, however, that all agreements made or orders entered during the course of the Action relating to the confidentiality of document or information shall survive this Settlement Agreement. Any modification of the Agreement that may adversely affect Settlement Class Members' substantive rights must be in writing and signed by Plaintiff and Defendant; any other modification of the Agreement must be in writing and signed by Class Counsel, Block, and Defendant's Counsel.

6.07 Construction of Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after extensive negotiation, with consideration by and participation of counsel for all Parties. The Agreement shall be construed according to the fair intent of the language taken as a whole, and not for or against any Party.

6.08 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

6.09 Waiver. The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

6.10 Effectiveness of Agreement; Facsimile and Counterparts. This Agreement shall become effective upon its execution by all of the persons for whom signature spaces have been provided below. The Parties and their counsel may execute this Agreement electronically, in counterparts (any one or all of which may be facsimile or PDF/electronic copies), and execution in counterparts shall have the same force and effect as if all signatories had signed the same document.

6.11 Use and Retention of Information. The data exchanged between the Defendant and Settlement Administrator, described in Paragraph 2.03 above, any Claim Forms submitted under Paragraph 4.03 above, and any other documentation containing the names, addresses, or phone numbers in possession of the Settlement Administrator, may be used only for purposes of

implementing this Agreement. All such information shall be destroyed within thirty (30) calendar days of the date that all monies from the Settlement Fund have been distributed, except that Block need not destroy its own data provided to the Settlement Administrator.

6.12 Continuing Jurisdiction. The court that finally approves the settlement shall retain exclusive and continuing jurisdiction over this Agreement and over all Parties and Settlement Class Members to interpret, effectuate, enforce, and implement this Agreement. The court that finally approves the settlement shall have exclusive jurisdiction to resolve any disputes involving this Agreement, subject to the dispute resolution mechanism set forth in Paragraph 4.04 above.

6.13 Jurisdiction. If the Parties' agreed Settlement would no longer be enforceable if approved in federal court, including but not limited to where the federal court determines that it lacks jurisdiction, that some Settlement Class Members lack standing, or, following final approval, the court determines that it lacked jurisdiction to enter an order approving the settlement, the Parties shall cooperate to present the settlement for approval in the state court where Plaintiff originally filed. Neither Party shall challenge the federal court's jurisdiction and the Parties will cooperate to show cause as to why the federal court has jurisdiction should the federal court or others raise any questions about its jurisdiction, whether some Settlement Class Members lack standing, or, following final approval, the court determines that it lacked jurisdiction to enter an order approving the settlement.

6.14 Authority. Each Party warrants and represents that the person signing this Agreement has the authority to enter into this Agreement on behalf of their respective clients.

6.15 Assignment; Third Party Beneficiaries. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any member of the Settlement Class without the express written consent of the Parties. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and shall not be construed to confer any right or to afford any remedy to any other person.

6.16 Communications. Any communications by the Parties to the Parties relating to this Agreement shall be sent to all counsel signing this Agreement on behalf of the Parties.

6.17 Calculation of Time. All time listed in this Agreement is in calendar days, unless explicitly described in business days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day, including intermediate Saturdays, Sundays, and legal holiday; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

6.18 Responding to Press Inquiries. The Parties and their counsel agree that after the Settlement Agreement is submitted to the court, each Party may respond in neutral terms to inquiries, including from the press, to communicate that the Action has been resolved by the Parties. Any response shall not contain inflammatory language about the Parties or their perceived conduct, and shall be limited to accurately describing the terms of the settlement as reflected in this Agreement and the settlement agreement.

6.19 Settlement Administrator Role. The Settlement Administrator shall not receive any undisclosed compensation in connection with the administration of this settlement. By way of example only, the Settlement Administrator shall not negotiate with any financial institution to receive any of the following in connection with the administration of this matter: “Excess earnings credits;” “Deposit placement fee;” “Rebates;” “Revenue sharing.”

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

Dated: 06/27, 2025

DocuSigned by:
By Kimberly Bottoms
785C9923958B4E4...
Individually and on behalf of the proposed
Settlement Class

BERGER MONTAGUE PC
*Attorneys for Plaintiff and Proposed Plaintiff
Settlement Class*

Dated: June 27, 2025

By: 
E. Michelle Drake, Admitted Pro Hac Vice
Email: mdrake@bm.net
1229 Tyler Street NE, Suite 205
Minneapolis, Minnesota 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470

Sophia M. Rios, Admitted Pro Hac Vice
Email: srios@bm.net
401 B Street, Suite 2000
San Diego, CA 92101
Telephone: (619) 489-0300
Facsimile: (215) 875-4604

TERRELL MARSHALL LAW GROUP
PLLC
*Attorneys for Plaintiff and Proposed Plaintiff
Settlement Class*

Dated: _____, 2025

By: Jennifer Rust Murray
Beth E. Terrell, WSBA #26759
Email: bterrell@terrellmarshall.com
Jennifer Rust Murray, WSBA #36983
Email: jmurray@terrellmarshall.com
Eden B. Nordby, WSBA #58654
Email: enordby@terrellmarshall.com
936 North 34th Street, Suite 300
Seattle, Washington 98103
Telephone: (206) 816-6603
Facsimile: (206) 319-5450

BLOCK, INC. (F/K/A, Square, Inc.) (D/B/A,
Cash App)
Defendant

Dated: 27 June 2025, 2025

DocuSigned by:
By: Christy Esperanza
24ADD0E51DCD4CB...

Its: Chief Legal officer

DAVIS WRIGHT TREMAINE LLP
Attorneys for Block, Inc.

Dated: June 27, 2025

Signed by:
By: Lauren Rainwater
F 12D93642F3B041B... BA #26369
Email: kenpayson@dwt.com
Lauren Burdette Rainwater, WSBA
#43625
Email: laurenrainwater@dwt.com
Eric Franz, WSBA #52755
Email: ericfranz@dwt.com
Theo A. Lesczynski, WSBA #59780
Email: theoleszczynski@dwt.com
920 Fifth Avenue, Suite 3300
Seattle, Washington 98104-1610
Telephone: (206) 622-3150
Facsimile: (206) 757-7700

EXHIBIT A

United States District Court for the Western District of Washington

Notice of Proposed Class Action Settlement

A federal court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

BACKGROUND & INTRODUCTION

- A settlement has been proposed to end a class action lawsuit against Block, Inc. (d/b/a, Cash App) (“Block” or “Defendant”), known as ***Bottoms v. Block, Inc., No. 2:23-cv-01969-MJP (W.D. Wash.)*** (the “Lawsuit”). The Lawsuit alleges that Block violated Washington law by substantially assisting its users to transmit unsolicited commercial text messages to their contacts residing in Washington through Cash App’s Invite Friends referral program.
- Defendant denies any wrongdoing. Defendant claims it has abided by all state and federal laws, and that the Lawsuit is not well grounded in law or fact. As part of the proposed settlement, Defendant does not admit to any wrongdoing, maintains its compliance with the law, and continues to deny the allegations against it.
- The parties in the Lawsuit have agreed to resolve the Lawsuit on a class action basis. As described further below, if the Settlement is approved by the Court, Block will pay \$12.5 million to fully and finally resolve the claims of the “Settlement Class,” defined as “All persons who received a Cash App referral program text message, and who were Washington residents at the time of the receipt of such text message, between and including November 14, 2019 and [DATE], 2025. Persons who clearly and affirmatively consented in advance to receive Cash App referral program text messages are excluded from the class.”
- The Court has scheduled a final approval hearing for [DATE], 2025. If the Settlement is approved and becomes final, you will be issued a payment if (i) you are a member of the Settlement Class; and (ii) you file a valid claim form before [DATE], 2025. Even if you do not file a Claim Form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the Settlement. Read below, visit [www.\[INSERT\].com](http://www.[INSERT].com), or call [INSERT] for more information.

YOUR LEGAL RIGHTS AND OPTIONS

<i>File a Claim by [DATE] to receive payment</i>	If you are a member of the Settlement Class, you have a right to complete a Claim Form to share in the settlement proceeds paid by Block to settle the Lawsuit, estimated to be between \$88 and \$147 per Settlement Class Member that files a timely and valid Claim Form. A Claim Form can be obtained from the settlement website at www.[INSERT].com. A Claim Form can be submitted (a) electronically on the website, or (b) by mail. If your Claim Form is approved and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.
<i>Do Nothing</i>	If you do nothing and the Settlement becomes final, you will not be issued a Settlement payment. If you are a member of the Settlement Class and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.
<i>Exclude Yourself by [DATE]</i>	If you exclude yourself from the Settlement (also called “opting out”), you give up your right to receive a Settlement payment, but you retain any rights you may have to bring your own lawsuit about the issues in this Lawsuit.
<i>Object or Comment by [DATE]</i>	If you are a member of the Settlement Class and do not exclude yourself from the Settlement, you may object to or comment about the Settlement and/or Class Counsel’s request for attorneys’ fees, expenses, and service award to the Class Representative.

THESE RIGHTS AND OPTIONS ARE EXPLAINED IN THIS NOTICE

What this Notice Contains

[INSERT TOC]

BASIC INFORMATION ABOUT THE LAWSUIT

1. What is this Notice?

This Notice explains that the parties in the Lawsuit known as *Bottoms v. Block, Inc.*, No. 2:23-cv-01969-MJP (W.D. Wash.) (the “Lawsuit”) have agreed to resolve the Lawsuit on a class action basis and that the Court has preliminarily approved the Settlement. If you are a member of the Settlement Class, you have legal rights and options that you may exercise, as explained in this Notice.

2. What is the lawsuit about?

This lawsuit is about whether Block violated Washington state laws, including Washington’s Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by substantially assisting its users to transmit unsolicited commercial text messages to Washington residents through Cash App’s “Invite Friends” referral program. Specifically, Kimberly Bottoms (the “Class Representative”) alleges that Block incentivized its users to send pre-filled text messages to their contacts without first obtaining the recipients’ clear and affirmative consent to receive commercial text messages. Under CEMA, a recipient is entitled to receive \$500 for each text message sent in violation of the law or actual damages, which Plaintiff contends is subject to trebling under the CPA. The court also may award injunctive relief and reasonable attorneys’ fees and costs.

Defendant denies any wrongdoing and believes it has fully complied with the law. Defendant has asserted defenses it believes would be successful at trial. In agreeing to settle, Defendant maintains that it complied with the law and does not admit any wrongdoing. The settlement is not an admission of wrongdoing.

The Lawsuit is proceeding in the United States District for the Western District of Washington before the Honorable Judge Marsha J. Pechman.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Kimberly Bottoms), sue on behalf of themselves and other people who have similar claims. These people together are called a “Class” or “Class Members.” The Class Representative and all the Class Members are called Plaintiffs. The company that the Plaintiffs sue, Block, is called the Defendant. One court resolves the issues for all Class Members—except for those who choose to exclude themselves.

4. What has happened in the lawsuit?

On November 21, 2023, Class Representative Bottoms commenced an action on behalf of a proposed class by filing a [Complaint](#) in Washington State Court (Superior Court for King County) against Block alleging that it violated CEMA and the CPA (Case No. 23-2-22406-0 SEA). On December 21, 2023, Block removed this case to federal court in the Western District of Washington. On January 25, 2024, Defendant moved to dismiss the Lawsuit, claiming that the Complaint failed, as a matter of law, to state a viable claim for relief. On May 2, 2024, the Court denied Block’s motion. The parties have since engaged in discovery regarding the Class Representative’s claims and Block’s defenses. On October 23, 2024, Block filed a motion for summary judgment on Plaintiff’s individual claims, which was fully briefed but not decided by the Court.

The Court has not decided whether Block did anything wrong. The Court also has not made any determination that this Lawsuit should proceed as a class action, as opposed to individual claims brought by the Class Representative. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the Lawsuit.

5. What is the current status of the lawsuit?

The Class Representative and Block have now agreed to a Settlement to resolve the Lawsuit, as described below. Deadlines unrelated to the Settlement of the Lawsuit are currently stayed while the parties notify the Settlement Class of the proposed Settlement and seek final approval of the Settlement from the Court.

DETERMINING IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS

6. How do I know if I am a Settlement Class Member?

You are a member of the Settlement Class if you (1) received a Cash App referral program text message between November 14, 2019 and [date], 2025, (2) were a Washington resident at the time you received the text message, and (3) you did not clearly and affirmatively consent in advance to receive the Cash App referral program text message.

An example of an Invite Friends text message is: “Hey! I’ve been using Cash App to send money and spend using the Cash Card. Try it using my code and you’ll get \$5. FVRJ1PH <https://cash.app/app/FVRJ1PH>.” Referral texts do not tell you that someone has requested money from you or sent money to you using Cash App.

If you received a notice of this Settlement via email or mail, records indicate that you may have received a Cash App “Invite Friends” referral text message inviting you to sign up for Cash App. People who did not receive email or mail Notice may still be part of the Settlement Class if they meet the requirements described above.

7. Are there exceptions to being included in the Settlement Class?

The Settlement Class does not include Defendant, any entity that has a controlling interest in Defendant, and Defendant’s current or former directors, officers, counsel, and their immediate families. The Settlement Class also does not include any persons who validly request exclusion from it.

8. Are you still not sure if you’re included?

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.XXXX.com, or by calling or writing to the lawyers appointed by the Court to represent the Settlement Class in this case (“Class Counsel”) at the phone numbers or addresses listed in response to question XX.

THE PROPOSED SETTLEMENT

9. What are the terms of the proposed Settlement?

The complete terms of the proposed Settlement are set forth in the Settlement Agreement, which is available at www.INSERT.com. This Notice provides only a summary of the terms of the Settlement.

10. What are the benefits of the proposed Settlement?

If the Settlement is approved and becomes final, Block will pay twelve and a half million dollars (\$12,500,000.00) into a settlement fund. This money will be used to: (1) make settlement payments to eligible Settlement Class Members estimated to be between \$88 and \$147, (2) pay the costs of distributing notice and settlement payments to Settlement Class Members and other costs of administering the Settlement; and (3) pay court-awarded attorneys’ fees and litigation expenses of Class Counsel and any service award granted to the Class Representative. You must decide whether to stay in the Class or opt out of it.

If you are a Settlement Class Member, *you need to complete and submit a Claim Form by [DATE] to receive a settlement payment.* [Claim Forms](#) are available on the settlement website, www.INSERT.com.

11. What claims will be released by the proposed Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement, and the Settlement is approved and becomes final, the Settlement will be legally binding on you. In exchange for the opportunity to obtain settlement benefits, you will release any and all claims and rights, whether known or unknown, that arise out of or relate in any way to text messaging regarding the Invite Friends program to any telephone number,

that have been, or could have been, brought in the Lawsuit, as well as any claims arising out of the same nucleus of operative facts as any of the claims asserted in the Lawsuit.

12. How much will the Settlement payment be and how will the payments be sent?

If the Settlement is approved and becomes final, Settlement Class Members who complete and submit a timely and valid Claim Form and do not exclude themselves from the Settlement Class, will be issued a Settlement payment. It is estimated that Settlement payments will be between \$88 and \$147 per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

The settlement payments will be equally distributed to all Settlement Class Members who submit timely and valid Claim Forms, after the deduction of settlement costs, attorneys' fees and expenses awarded by the Court, and any service award granted to the Class Representative.

If you are a Settlement Class Member, you need to complete and submit a Claim Form by [DATE] to receive a settlement payment. Claim Forms are available on the settlement website, [www.\[INSERT\].com](http://www.[INSERT].com). The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

For any Settlement payments that are uncashed or deemed undeliverable by the Settlement Administrator, the funds will be distributed by one or both of the following means: (1) a pro rata second distribution to those Settlement Class Members who cashed/received their initial Settlement payments (if there are sufficient residual funds to justify the administrative costs of such distribution); and/or (2) distribution to the Legal Foundation of Washington.

YOUR OPTIONS AS A SETTLEMENT CLASS MEMBER

13. What are my options now as a Settlement Class Member?

You must decide whether to stay in the Class or exclude yourself from the Settlement.

14. What happens if I choose to stay in the Settlement Class?

If you choose to stay in the Settlement Class, you have the option to (1) do nothing; or (2) complete and submit a [Claim Form](#) by [Date], 2025, in order to share in the payment of the settlement proceeds. Under either option, by choosing to stay in the Settlement Class, if the Settlement becomes final, you give up any rights to sue the Defendant separately about the same issues in this Lawsuit. See Question 11.

By staying in the Settlement Class, you may object to or comment on the settlement and/or to Class Counsel's request for attorneys' fees, litigation expenses, and service award. You do not need to object or comment in order to receive a settlement payment.

15. How do I obtain and submit a Claim Form?

In order to share in the payment of the Settlement proceeds, you must (1) be a Settlement Class Member; and (2) complete and submit a valid Claim Form by [DATE], 2025. You can obtain a Claim Form on the settlement website, [www.\[INSERT\].com](http://www.[INSERT].com).

The Claim Form requires Settlement Class Members to provide their claims code, if they have one, and to identify the phone number at which they received the Cash App "Invite Friends" referral text message. Settlement Class Members must also provide their contact information and attest that they: (1) received one or more Invite Friends text messages from a Block customer on the provided cellular telephone number, (2) owns or is the regular user of such phone number, (3) was a Washington resident at the time they received each Invite Friends text message(s); and (4) did not clearly and affirmatively consent in advance to receive the Invite

Friends text message(s). The Claim Form allows Settlement Class Members to elect the method by which to receive payments including paper checks, Venmo, PayPal, etc.

If the phone number provided cannot be verified, the Settlement Administrator may contact you and ask you to provide a different phone number. The Settlement Administrator will communicate with you via the email address you provide on the Claim Form.

Once completed, the Claim Form can be submitted electronically on the settlement website or printed and mailed to the following address:

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

Mailed Claim Forms must be postmarked by [DATE], 2025. Each Settlement Class Member is entitled to submit only one Claim Form, regardless of the number of Cash App referral text messages they received. If you submit a Claim Form through the settlement website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate claim forms will be rejected.

16. Where do I find my claims code?

If you received an email notice of the settlement, then your eight (8) digit claims code is located at the top of the email. If you received a postcard notice of the settlement in the mail, then your eight (8) digit claims code is located on the front of the postcard above your name and address.

17. How do I object or comment?

If you are a Settlement Class Member, and have not excluded yourself from the Settlement, you can comment on or object to the Settlement, Class Counsel's request for attorneys' fees and litigation expenses, and/or the request for service award for the Class Representative. To object or comment, you must send a written objection/comment including the following:

- (i) your full name, address, and current telephone number;
- (ii) an explanation of the basis for your contention that you are a Settlement Class Member, including the cellular telephone numbers on which you received a Cash App referral text message;
- (iii) if you are represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request;
- (iv) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- (v) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel;
- (vi) the identity of any witnesses you may call to testify at the Final Approval Hearing;
- (vii) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and
- (viii) your signature (your attorney's signature is not sufficient).

Your comment or objection must be sent to the Settlement Administrator by email or mail, postmarked no later than [Date], 2025. The Settlement Administrator can be contacted at [email address] or :

[Notice Administrator]

[Street Address]

[City, State, Zip Code]

18. What happens if I exclude myself from the Settlement Class?

You may exclude yourself from the Settlement Class by following the steps described in response to Question 19. If you exclude yourself from the Settlement, or “opt out”, you give up the right to receive any benefits from the Settlement and you cannot comment or object to the Settlement. However, you will keep any rights you may have to sue Block regarding the issues in this Lawsuit.

19. How do I exclude myself from the Settlement Class?

If you do not want to remain a member of the Class, you must mail or email a written “Request for Exclusion” to the Settlement Administrator that is postmarked no later than [Date], 2025. Your written request must include:

- Your name, address, and telephone number;
- A statement confirming that you want to exclude yourself from the Settlement Class;
- The case name and number (*Bottoms v. Block, Inc*, No. 2:23-cv-01969-MJP (W.D. Wash.)); and
- Your signature and the date.

Your Request to Opt Out must be emailed to [email address] or mailed to the following address:

[Notice Administrator]
[Street Address]
[City, State, Zip Code]

20. What happens if I do nothing?

If you are in the Settlement Class and you do nothing, you will stay in the Settlement Class. If the Settlement is approved and becomes final, you will not be issued a Settlement payment and you will not be able to sue Block about the issues in this Lawsuit. You will also be legally bound by all orders that the Court issues and judgments the Court makes as to the Settlement Class.

THE LAWYERS REPRESENTING YOU

21. As a Class Member, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. Together, these lawyers are called “Class Counsel”:

TERRELL MARSHALL LAW GROUP PLLC Beth E. Terrell Jennifer Rust Murray Eden B. Nordby 936 North 34th Street, Suite 300 Seattle, Washington 98103 Telephone: (206) 518- 6228	BERGER MONTAGUE PC Sophia M. Rios 8241 La Mesa Blvd., Suite A La Mesa, CA 91942 Telephone: (619) 489- 0300	BERGER MONTAGUE PC E. Michelle Drake 1229 Tyler Street NE, Suite 205 Minneapolis, Minnesota 55413 Telephone: (612) 594- 5999	BERGER MONTAGUE PC Colleen Fewer 505 Montgomery St. Suite 625 San Francisco, CA 94111 Telephone: (415)3762097
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22. How will the lawyers be compensated, and will the Class Representative receive compensation?

Class Counsel will file a motion on or before [date], 2025 asking the Court to award them attorneys’ fees up to one-fourth of the \$12.5 million settlement fund (\$3,125,000) and for reimbursement of reasonable litigation expenses and costs currently estimated to be \$41,133.36. The attorneys’ fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis during the nearly two years this case was litigated.

Class Counsel will also ask the Court for a Class Representative Award of \$10,000 for Plaintiff Kimberly Bottoms in recognition of her service to the Class. The Court will determine the amount of attorneys' fees, expenses, and service award to award. Class Counsel's motion for attorneys' fees, expenses, and service award will be available at [www.\[INSERT\].com](http://www.[INSERT].com) when it is filed, at least thirty (30) days before the deadline to object, file a claim, or opt out.

23. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working for you. However, you are welcome to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance with the Court.

THE COURT'S FINAL APPROVAL HEARING

24. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [TIME] on [DATE], 2025, in the United States District Court for the Western District of Washington, Courtroom XX, 700 Stewart Street, Seattle, WA 98101. The hearing may be moved to a different date or time, or the Court may order that the hearing be held telephonically or by videoconference, without additional notice. Please check [www.\[INSERT\].com](http://www.[INSERT].com) for updates or changes.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

25. Do I have to come to the hearing?

No, you do not have to attend or participate in the Final Approval Hearing to receive a Settlement payment. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

27. May I speak at the hearing?

If you are a Settlement Class Member and have not opted out of the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

28. Where can I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at www.pacer.uscourts.gov. Information is also available at [www.XXXX.com], or by contacting the Settlement Administrator at [INSERT], or Class Counsel at (206) 518-6228.

Please do not contact the Court or Judge Pechman. They cannot answer any questions or discuss the Action.

DATED: [DATE], 2025

BY ORDER OF THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

EXHIBIT B

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – *Bottoms v. Block, Inc. (d/b/a, Cash App)*

Claims Code: [XXXX-XXXX]

If you received a Cash App referral text while residing in Washington, you may be entitled to payment in a class action settlement.

This Legal Notice Was Authorized by the Court

Your rights and options are explained in this notice. Please read this notice carefully. Full information regarding the settlement is available at [INSERT WEBSITE].

You are receiving this notice because you have been identified as a potential Settlement Class member in a class action lawsuit entitled *Bottoms v. Block, Inc.*, No. 2:23-cv-01969-MJP (W.D. Wash.) (the “Lawsuit”). The parties have reached a proposed \$12.5 million settlement in the Lawsuit. The settlement has not been approved by the Court yet. This notice explains your options. **To receive a payment if you are a Settlement Class member, you must submit a valid Claim Form by [DATE], 2025.** Payments are estimated to be between \$88 and \$147 per Settlement Class member that files a timely and valid Claim Form. You may submit a Claim Form online at [www.XXXX.com].

The Lawsuit claims that Block, Inc. (f/k/a, Square Inc.) (d/b/a, Cash App) (“Block” or “Defendant”) violated Washington state laws, including Washington’s Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by substantially assisting its users to transmit unsolicited commercial text messages to their contacts residing in Washington through the Cash App “Invite Friends” referral program. Specifically, Kimberly Bottoms (the “Class Representative”) alleges that Block incentivized its users to send pre-filled text messages to their contacts without first obtaining the recipients’ clear and affirmative consent to receive commercial text messages. Under the CEMA, a recipient is entitled to receive \$500 for each text message sent in violation of the law or actual damages, which Plaintiff contends is subject to trebling under the CPA.

Block denies any wrongdoing and the Court has not decided whether Block did anything wrong. Block has asserted defenses that it believes would be successful at trial. In agreeing to settle, Block maintains that it complied with the law and does not admit any wrongdoing. The Lawsuit is proceeding in the United States District Court for the Western District of Washington before the Honorable Judge Marsha J. Pechman.

For additional details regarding the Lawsuit and your rights, visit [www.XXXX.com].

Am I a Class Member? Defendant’s records show that you may have received a Cash App “Invite Friends” referral text message inviting you to sign up for Cash App through its referral program. You are a member of the Settlement Class if you (1) received a Cash App referral program text message between November 14, 2019 and [date], 2025, (2) were a Washington resident at the time you received the text message, and (3) you did not clearly and affirmatively consent in advance to receive the text message.

An example of an Invite Friends text message is: “Hey! I’ve been using Cash App to send money and spend using the Cash Card. Try it using my code and you’ll get \$5. FVRJ1PH <https://cash.app/app/FVRJ1PH>”

Invite Friends texts do not tell you that someone has requested money from you or sent money to you using Cash App.

Your Legal Rights and Options. You must decide whether to stay in the Settlement Class or exclude yourself.

4932-4278-4076v.2 0097748-000030

File A Claim Form by [DATE]. If you are a member of the Settlement Class, you have a right to complete a Claim Form and receive money from the amount paid by Block to settle the Lawsuit. It is estimated that Settlement payments will range between \$88 and \$147 per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received. A Claim Form can be obtained from the Settlement website at [www.\[INSERT\].com](http://www.[INSERT].com). A Claim Form can be (a) completed and submitted electronically on the website, or (b) printed, completed, and submitted by mail. If your Claim Form is approved and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.

Do Nothing. If you do nothing and the Settlement becomes final, you will not be issued a Settlement payment. If you are a member of the Settlement Class and the Settlement is approved by the Court and becomes final, you give up your right to bring your own lawsuit about the issues in this Lawsuit.

Exclude Yourself by [DATE]. If you exclude yourself from the Settlement (also called “opting out”), you give up your right to receive a Settlement payment, but you retain any rights you may have to bring your own lawsuit about the issues in this Lawsuit. To exclude yourself from the Settlement Class, you must email or mail a written “Request for Exclusion” to the Settlement Administrator that is postmarked by [DATE]. Your written request must include: (i) your name, address, and telephone number; (ii) a statement confirming that you want to exclude yourself from the Settlement Class; (iii) the case name and number; and (iv) your signature and the date.

Object or Comment by [DATE]. If you do not exclude yourself from the Settlement, you may object to or comment about the Settlement and/or Class Counsel’s request for attorneys’ fees, expenses, and service award to the Class Representative who brought this Lawsuit.

Who Represents Me? The Court has appointed a team of lawyers from Terrell Marshall Law Group PLLC and Berger Montague PC to serve as Class Counsel. They will ask the Court to pay them attorneys’ fees not to exceed 25% (\$3,125,000) of the \$12.5 million settlement fund, out of pocket costs currently estimated to be \$41,133.36, and a Class Representative Award of \$10,000 to Plaintiff Kimberly Bottoms.

When Will the Court Consider the Settlement? The Court will hold a Final Approval Hearing at [TIME] on [DATE], 2025. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys’ fees and costs, Class Representative award, and determine whether the Settlement should be approved.

Where can I get more information? A more detailed notice and important case documents are at www.XXXX.com. If you have any questions, please contact the Settlement Administrator at [admin phone] or Class Counsel at (206) 518-6228. Do not contact the Court with questions.

EXHIBIT C

From: [Settlement Administrator]
To: [Class Member email address]
Subject: Notice of Class Action Settlement – *Bottoms v. Block, Inc. (d/b/a, Cash App)*

Claims Code: [XXXX-XXXX]

If you received a Cash App referral text while residing in Washington, you may be entitled to payment in a class action settlement.

This Legal Notice Was Authorized by the Court

You previously received notice of a Settlement in a class action lawsuit against Block, Inc. (d/b/a, Cash App) (“Block”) in the case of *Bottoms v. Block, Inc.*, No. 2:23-cv-01969-MJP (W.D. Wash.). You have been identified as a potential Settlement Class member and **you must submit a valid Claim Form by [DATE], 2025 to receive a Settlement payment.** It is estimated that Settlement payments will range between \$XX and \$XX per Settlement Class Member, although the actual amount could be higher or lower depending on how many valid Claim Forms are received.

You are a member of the Settlement Class if you (1) received a Cash App referral program text message between November 14, 2019 and [date], 2025; (2) were a Washington resident at the time you received the text message; and (3) you did not clearly and affirmatively consent in advance to receive the text message.

An example of a Cash App Invite Friends referral text is: “Hey! I’ve been using Cash App to send money and spend using the Cash Card. Try it using my code and you’ll get \$5. FVRJ1PH <https://cash.app/app/FVRJ1PH>”

Referral texts do not tell you that someone has requested money from you or sent money to you using Cash App.

If you are a member of the Settlement Class, you must complete a valid Claim Form by [DATE] to obtain a Settlement payment if the Settlement is approved. A Claim Form can be obtained from [www.\[INSERT\].com](http://www.[INSERT].com).

For more information visit www.XXXX.com or call [admin phone number].

EXHIBIT D

COURT ORDERED NOTICE

*Bottoms v.
Block, Inc. (d/b/a, Cash App)*

Class Action Settlement Notice

*If you received a Cash App
referral text while residing in
Washington, you may be entitled
to payment.*

Claims Deadline
is **DATE**.

Settlement Administrator
[Address Line 1]
[Address Line 2]

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID

Claims Code: [XXXX-XXXX]

<<fname>><<lname>>
<<attline1>>
<<attline2>>
<<attcity>>,<<attstate>><<attzip>>

You have been identified as a potential Settlement Class Member in a lawsuit entitled *Bottoms v. Block, Inc. (d/b/a Cash App)*, No. 2:23-cv-01969-MJP (W.D. Wash.) (the “Lawsuit”). The parties have reached a proposed \$12.5 million settlement in the Lawsuit and **you may be entitled to payment estimated to be between \$XX and \$XX**. The payment amount may vary depending on how many valid Claim Forms are received. **The deadline for Claims Forms is [DATE], 2025.**

The Lawsuit claims that the Cash App referral program violated Washington law by helping users send unsolicited commercial texts to Washington residents. Block denies any wrongdoing and has asserted defenses it believes would be successful. The Court has not decided whether Block did anything wrong. The Lawsuit is proceeding in the U.S. District Court for the Western District of Washington before Judge Marsha J. Pechman.

Am I a Class Member? You are a Settlement Class Member if you (1) received a Cash App referral text between November 14, 2019 and [date], 2025; (2) were a Washington resident at the time; and (3) did not clearly and affirmatively consent in advance to receive the text. An example of an Invite Friends text message is: “Hey! I’ve been using Cash App to send money and spend using the Cash Card. Try it using my code and you’ll get \$5. FVRJ1PH <https://cash.app/app/FVRJ1PH>”

Your Choices. You must decide whether to stay in the Settlement Class, make a claim for payment, object to the settlement, or exclude yourself. To obtain a Settlement payment, you must be a member of the Settlement Class and complete a Claim Form by [DATE]. Mail in the attached Claim Form or complete one online at [www.\[INSERT\].com](http://www.[INSERT].com). If you do nothing, you will stay in the Settlement Class, not receive a Settlement payment, and give up your right to bring your own lawsuit about the issues in this Lawsuit. If you exclude yourself from the Settlement Class, you will give up your right to receive a Settlement payment, but you will retain any rights you may have to bring your own lawsuit about the issues in the Lawsuit.

To exclude yourself from the Settlement Class, you must email or mail a written “Request for Exclusion” to the Settlement Administrator that is postmarked by [DATE] that contains: (i) your name, address, and telephone number; (ii) a statement confirming that you want to exclude yourself from the Settlement Class; (iii) the case name and number; and (iv) your signature and the date. To object, visit [www.\[INSERT\].com](http://www.[INSERT].com) and follow the directions for objecting to the Settlement.

Who Represents Me? The Court appointed lawyers from Terrell Marshall Law Group PLLC and Berger Montague PC as Class Counsel. They will petition for legal fees not to exceed 25% (\$3,125,000), out of pocket costs estimated to be \$41,133, and a Class Representative Award of \$10,000 for Plaintiff Kimberly Bottoms to be paid from the settlement fund.

Where can I get more information? A more detailed notice and important case documents are at www.XXXX.com. For further information, you may also contact Class Counsel at (206) 518-6228.

CLAIM FORM

To receive benefits from this Settlement, you can mail in this Claim Form postmarked on or before **MONTH DAY, YEAR**.

You must complete all sections and sign at the bottom before returning this form.

If the phone number where you received the referral text message(s) cannot be verified, the Settlement Administrator will contact you at the email address you provide to request additional information. You must notify the Settlement Administrator if your contact information changes after you submit this Form.

You may contact the Settlement Administrator at www.XXXXXXXXXX.com. You may also complete and submit a Claim Form online and select how you want to receive payment.

You may submit only one claim.



Claims Code: **XXXX-XXXX**

Settlement Administrator

[Address Line 1]

[Address Line 2]

RE: *Bottoms v. Block, Inc.*,
Case No. 2:23-cv-01969-MJP

First Name	MI	Last Name
Business Name (If applicable)		Street Address
City	State	ZIP
Contact Phone Number		
Email Address		
Phone Number(s) where texts were received while a Washington resident and without my consent: 1. (____) ____ - _____ 2. (____) ____ - _____ 3. (____) ____ - _____		
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.		
Signature		

I attest that the following statements are true:

- I received one or more Cash App referral text messages on the cellular telephone number(s) I provided on the left of this Form;
- I owned or was the regular user of each phone number at the time I received the referral text message;
- I was a Washington resident at the time I received at least one Cash App referral text message; and
- I did not clearly and affirmatively consent in advance to receive at least one of the Cash App referral text messages.

EXHIBIT E

COURT ORDERED NOTICE

*Bottoms v.
Block, Inc. (d/b/a, Cash App)*

Class Action Settlement Notice

*If you received a Cash App
referral text while residing in
Washington, you may be entitled
to payment.*

Claims Deadline
is **DATE**.

Settlement Administrator
[Address Line 1]
[Address Line 2]

PRESORT
FIRST CLASS
U.S. POSTAGE
PAID

Claims Code: [XXXX-XXXX]

<name><name>
<address1>
<address2>
<city>, <state> <zip>

REMINDER NOTICE

You previously received notice of a Settlement in a class action against Block Inc., in the case of *Bottoms v. Block, Inc. (d/b/a Cash App)*, No. 2:23-cv-01969-MJP (W.D. Wash.). You have been identified as a potential Settlement Class member. **To receive a Settlement payment estimated to be between \$XX and \$XX, you must submit a valid Claim Form by [DATE], 2025.** The actual amount of the payment could be higher or lower depending on how many valid Claim Forms are received.

You are a member of the Settlement Class if you (1) received a Cash App referral text between November 14, 2019 and [date], 2025; (2) were a Washington resident at the time; and (3) did not clearly and affirmatively consent in advance to receive the text.

An example of a referral text is: “Hey! I’ve been using Cash App to send money and spend using the Cash Card. Try it using my code and you’ll get \$5. FVRJ1PH <https://cash.app/app/FVRJ1PH>” Referral texts do not tell you that someone has requested money from you or sent money to you using Cash App.

If you are a member of the Settlement Class, you must complete a Claim Form by [DATE] to obtain a Settlement payment. A Claim Form can be obtained from [www.\[INSERT\].com](http://www.[INSERT].com).

For more information visit www.XXXX.com or call [admin phone number].

EXHIBIT F

Banner Ad Text:

Received a Cash App Referral Text?

Your rights may be affected by a class action settlement

Learn More

www.XXXX.com

Class Action Info Promoted Facebook Post

If you received a referral text message about Cash App while a resident of Washington State, you may be entitled to payment as a result of a settlement in a class action lawsuit. Find out more at www.XXXX.com.

Facebook Sponsored (Right Side) Ads

The advertisements on the right-hand side of the screen sit directly beneath the “Trending” topics section. Ad includes a title, short description, image, and URL to direct users straight to the notice website.

Specifications (includes space):

Headline: 25 characters

Body: 125 characters

Image – 1200x628

Version 1:

Headline: Got text about Cash App? (25/25)

Body: If you got a Cash App referral text message while a WA resident, a class action settlement may affect you (118/125)

Facebook News Feed Ads

These ads show up in a user’s feed along with the content that they see from their friends and the people that they follow. When a user clicks anywhere on the ad, they are taken to the notice website.

Specifications (includes space):

Headline: 25 characters

Body: 125 characters

News Feed Link Description: 30 characters (over 30 is allowed but truncated)

Image – 1080x1080

Version 1:

Headline: Got text about Cash App? (25/25)

Body: If you got a Cash App referral text message while a WA resident, a class action settlement may affect you (118/125)

Link Description: Learn More! (12/30)

Version 2:

Headline: Got a Cash App text ad? (24/25)

Body: If you got a Cash App referral text message while a WA resident, a class action settlement may affect you (118/125)

Link Description: Learn More! (12/30)

Standard Response(s) to Commenters

- Please visit the website, www.XXX.com, or call [admin phone] for more information.
- You can get more information at www.XXX.com or by calling [admin phone].
- If you want more information, please visit www.XXX.com or call [admin phone].

EXHIBIT G

Bottoms v. Block, Inc. (d/b/a Cash App)
No. 2:23-cv-01969-MJP (W.D. Wash.)

CLAIM FORM

Complete and return this Claim Form by **DATE** to claim your payment. You may submit your Claim Form using this online portal or mail to: **[Address information]**.

I. Claim Verification

Did you receive a claims code by mail or email? The claims code is located on the front of the postcard notice or at the top of the email notice.

Yes, Claims Code: _____

No

Phone number(s) at which you received the Cash App “Invite Friends” referral text message while a Washington resident and without your clear and affirmative consent in advance:

II. Class Member Identifying Information.

Please provide your name and contact information below. The Settlement Administrator will use the email address you provide below to communicate with you. You must notify the Settlement Administrator if your contact information changes after you submit this Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

III. Attestation

I attest that the following statements are true (check each box to indicate your agreement):

I received one or more Cash App “Invite Friends” text messages on the cellular telephone number(s) I provided above;

I owned or was the regular user of the cellular telephone number(s) I provided above, at the time I received at least one Cash App “Invite Friends” text message;

I was a Washington resident at the time I received at least one Cash App “Invite Friends” text message; and

I did not clearly and affirmatively consent, in advance, to receive at least one Cash App “Invite Friends” text message, while a Washington resident.

IV. Payment Selection

Please select from **one** of the following payment options:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile # associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile # or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your Email Address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section II above.

V. Certification & Signature.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Signature

Date (MM/DD/YYYY)

EXHIBIT H

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

KIMBERLY BOTTOMS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

BLOCK, INC. (F/K/A, SQUARE, INC.)
(D/B/A, CASH APP),

Defendant.

NO. 2:23-cv-01969-MJP

**ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
DIRECTING NOTICE TO CLASS
MEMBERS**

The Settlement Agreement has been filed with the Court (ECF No. __) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference. The Court, having reviewed the Settlement Agreement entered by Plaintiff Kimberly Bottoms (“Plaintiff” or “Class Representative”) and Defendant Block, Inc. (F/K/A, Square Inc.) (D/B/A Cash App) (“Defendant” or “Block”) (collectively, the “Parties”), hereby Orders that:

1. The Court has considered the proposed settlement of the claims asserted under the Washington Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by a class of consumers defined as follows (the “Settlement Class”): All persons who received a Cash App referral program text message, and who were Washington residents at the time of the receipt of such text message, between and including November 14, 2019 and the latest date Block pulls data to provide to the Settlement Administrator identifying the phone numbers with Washington area codes to which Invite Friends texts were initiated. Persons who clearly and affirmatively consented in advance to receive Cash App referral program text messages are excluded from the class. The Settlement Class does not include Defendant, any

1 entity that has a controlling interest in Defendant, and Defendant's current or former directors,
2 officers, counsel, and their immediate families. The Settlement Class also does not include any
3 persons who validly request exclusion from it.

4 2. The Settlement Agreement entered between the Parties (ECF No. ____), appears,
5 upon preliminary review, to be fair, reasonable, and adequate to members of the Settlement Class
6 ("Settlement Class Members"). Accordingly, for settlement purposes only, the proposed
7 settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

8 3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been
9 preliminarily satisfied, for settlement purposes only, in that:

- 10 (a) The Settlement Class is estimated to contain more than 1,000,000 Class
11 Members and is sufficiently numerous;
- 12 (b) The claims of the Class Representative are typical of those of the other
13 Settlement Class Members;
- 14 (c) There are questions of fact and law that are common to all Settlement Class
15 Members; and
- 16 (d) The Class Representative will fairly and adequately protect the interests of
17 the Settlement Class and has retained Class Counsel experienced in
18 consumer class action litigation who have and will continue to adequately
19 represent the Settlement Class.

20 4. For settlement purposes only, the Court finds that this action is preliminarily
21 maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because: (1) a class action settlement
22 is superior to other available means for the fair and efficient adjudication of this controversy; and
23 (2) for purposes of settlement, questions of fact and law common to Settlement Class Members
24 predominate over any questions affecting only individual members.

25 5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is
26 otherwise terminated for any reason before Final Approval, then the Settlement Class shall be
27 decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared,

1 and statements made in connection therewith, shall be without prejudice to any Party and shall not
2 be deemed or construed to be an admission or confession by any Party of any fact, matter, or
3 proposition of law; and all Parties shall stand in the same procedural position as if the Settlement
4 Agreement had not been negotiated, made, or filed with the Court.

5 6. As agreed by the Parties in the Settlement Agreement, upon entry of this Order,
6 each member of the Settlement Class (including anyone claiming by or through them) shall be
7 barred from initiating, asserting, or prosecuting against Defendant any claim that would be released
8 by operation of the Settlement Agreement if the Final Order and Judgment is entered. Such claims
9 shall be tolled until the Court determines whether or not to enter the Final Order and Judgment. If
10 the Final Order and Judgment is not entered for any reason, there will be no release and the
11 Settlement Class Members will be permitted to bring claims otherwise barred by operation of this
12 provision.

13 7. The Court appoints Kimberly Bottoms as the Class Representative for the
14 Settlement Class. The Court also appoints Beth E. Terrell and Jennifer Rust Murray of Terrell
15 Marshall Law Group PLLC and E. Michelle Drake and Sophia M. Rios of Berger Montague PC,
16 as counsel for the Settlement Class ("Class Counsel").

17 8. The Court appoints EisnerAmper Group (EAG) as the Settlement Administrator.

18 9. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on
19 , 2025 at the United States District Court for the Western District of
20 Washington, Courtroom XX, 700 Stewart Street, Suite 8230, Seattle, WA 98101, at .m. for
21 the following purposes:

22 (a) To determine whether the proposed settlement is fair, reasonable, and
23 adequate and should be granted final approval by the Court;

24 (b) To determine whether a final judgment should be entered dismissing the
25 claims of the Settlement Class with prejudice, as required by the Settlement
26 Agreement;

27 (c) To consider the application of Class Counsel for an award of attorney's fees,

1 costs, and expenses, and for service award to the Class Representative; and

2 (d) To rule upon other such matters as the Court may deem appropriate.

3 10. As is provided in Paragraph 2.03 of the Settlement Agreement, Defendant and
4 Settlement Administrator shall exchange Settlement Class Member Data, and Settlement
5 Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance
6 with the notice plan set forth in the Settlement Agreement. The Court also approves the Parties'
7 Notices, which are attached to the Settlement Agreement. To the extent the Parties or Settlement
8 Administrator determine that ministerial changes to the Notices are necessary before disseminating
9 either to the Settlement Classes, they may make such changes without further application to the
10 Court.

11 11. The Court finds this manner of giving notice fully satisfies the requirements of
12 Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances,
13 including its use of individual notice to all Settlement Class Members who can be identified with
14 the available data and reasonable effort, and shall constitute due and sufficient notice to all persons
15 entitled thereto.

16 12. If a Settlement Class Member chooses to opt out of the Settlement Class, such
17 class member is required to submit a Request for Exclusion to the Settlement Administrator,
18 emailed postmarked on or before the date specified in the Notice, which shall be ninety (90)
19 calendar days from the date this Order is entered (the "Opt Out & Objections Deadline"). The
20 Request for Exclusion must include the items identified in the Settlement Agreement pertaining to
21 such requests. Each written request for exclusion must be signed by the individual seeking
22 exclusion, submitted by the Settlement Class Member, and may only request exclusion for that
23 one individual. No person within the Settlement Class, or any person acting on behalf of or in
24 concert or participation with that person, may submit a Request for Exclusion on behalf of any
25 other person within the Settlement Class. "Mass" or "class" exclusion requests shall not be
26 permitted.

1 A Settlement Class Member who submits a valid and timely Request for Exclusion using
2 the procedure identified above shall be excluded from the Settlement Class for any and all
3 purposes. No later than twenty-eight (28) days after the Opt Out & Objections Deadline, the
4 Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and
5 shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel
6 then reporting the names appearing on this list to the Court before the Final Approval Hearing.

7 13. A Settlement Class Member who does not file a timely Request for Exclusion, or
8 otherwise does not follow the procedure described in the Settlement Agreement, shall be bound
9 by all subsequent proceedings, orders, and judgments in this action pertaining to the Settlement
10 Class.

11 14. Any Settlement Class Member who wishes to be heard orally at the Final Approval
12 Hearing, and/or who wishes for any objection to be considered, must submit a written notice of
13 Objection to the Settlement Administrator emailed or postmarked no later than the Opt Out &
14 Objections Deadline.

15 15. As set forth in the Settlement Agreement, the Objection must include the
16 following: (1) the Settlement Class Member's full name, address, and current telephone number;
17 (2) an explanation of the basis for their contention that they are a Settlement Class Member
18 including the cellular telephone numbers on which they received a CashApp referral text message;
19 (3) if the individual is represented by counsel, the name and telephone number of counsel, whether
20 counsel intends to submit a request for fees, and all factual and legal support for that request; (4)
21 all objections and the basis for any such objections stated with specificity, including a statement
22 as to whether the objection applies only to the objector, to a specific subset of the class, or to the
23 entire class; (5) the identity of any witnesses the objector may call to testify; (6) a listing of all
24 exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as
25 true and correct copies of such exhibits; (7) a statement of whether the objector intends to appear
26 at the Final Approval Hearing, either with or without counsel; and (8) signed by the objector (the
27 objector's attorney's signature is not sufficient).

1 16. Any Settlement Class Member who fails to timely serve a written Objection
2 pursuant to the terms of Settlement Agreement shall not be permitted to object to the approval of
3 the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of
4 the settlement or the terms of the Settlement Agreement by appeal or other means. Any Settlement
5 Class Member who submits an Objection is subject to having their deposition taken prior to the
6 Final Approval Hearing. A Settlement Class Member may withdraw an Objection by
7 communicating such withdrawal in writing to Class Counsel.

8 17. The Court approves the claims procedures set forth in the Settlement Agreement.
9 A valid Claim Form, as defined in the Settlement Agreement, must be submitted as required in the
10 Claim Form online or postmarked no later than ninety (90) calendar days after the date of this
11 order.

12 18. All briefs, memoranda, petitions, and affidavits to be filed in support of an
13 individual award to the Class Representative and in support of Class Counsel's application for
14 fees, costs and expenses, shall be filed with the Court no later than thirty (30) days prior to the Opt
15 Out & Objections Deadline.

16 19. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends to
17 file in support of final approval shall be filed not later than thirty (30) days after the Opt Out &
18 Objections Deadline. Notwithstanding the foregoing, Class Counsel may submit declarations from
19 the Settlement Administrator regarding any updates in information regarding notice, claims, and
20 opt-outs no later than fourteen (14) days prior to the Final Approval Hearing.

21 20. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be
22 construed or used as an admission or concession by or against Defendant or any of the Released
23 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Class Released
24 Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims
25 in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties.
26 The preliminary approval of the Settlement Agreement does not constitute any opinion, position,
27

1 or determination of this Court, one way or the other, as to the merits of the claims and defenses of
2 Plaintiff, the Settlement Class Members, or Defendant.

3 21. The Court retains exclusive jurisdiction over this action to consider all further
4 matters arising out of or connected with the Settlement Agreement. All proceedings before the
5 Court are stayed pending final approval of the settlement, except as may be necessary to implement
6 the settlement or comply with the terms of the Agreement. Pending final determination of whether
7 the settlement should be approved, Class Representative, all Settlement Class Members, and any
8 person or entity allegedly acting on behalf of Settlement Class Members, either directly,
9 representatively or in any other capacity, are preliminarily enjoined from commencing or
10 prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting
11 any of the Released Claims, provided, however, that this injunction shall not apply to individual
12 claims of any Settlement Class Members who timely exclude themselves in a manner that complies
13 with this Order. This injunction is necessary to protect and effectuate the Settlement, this Order,
14 and the Court's flexibility and authority to effectuate this settlement and to enter judgment when
15 appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments pursuant
16 to 28 U.S.C. § 1651(a).

17
18 **IT IS SO ORDERED.**

19
20 Dated: _____

21 _____
22 Marsha J. Pechman
23 United States District Judge
24
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EXHIBIT I

THE HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

KIMBERLY BOTTOMS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

BLOCK, INC. (F/K/A, SQUARE, INC.)
(D/B/A, CASH APP),

Defendant.

NO. 2:23-cv-01969-MJP

**FINAL APPROVAL ORDER AND
JUDGMENT**

This matter, having come before the Court on Plaintiff’s Motion for Final Approval of the proposed class action settlement with Defendant Block, Inc. (F/K/A, Square Inc.) (D/B/A Cash App) (“Defendant” or “Block”), the Court having considered all papers filed and arguments made with respect to the proposed settlement of the claim asserted under the Washington Commercial Electronic Mail Act (“CEMA”) and the Washington Consumer Protection Act (“CPA”), by the proposed Settlement Class, and the Court, being fully advised, finds that:

1. On _____, 2025 the Court held a Final Approval Hearing, at which time the Parties and any objectors who appeared were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received _____ objections regarding the settlement.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court’s Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable

1 under the circumstances, including the dissemination of individual notice to all Settlement Class
2 Members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3 3. Defendant has timely served notification of this settlement with the appropriate
4 officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

5 4. The Court finds that the Court has jurisdiction over the subject matter of this
6 Agreement with respect to and over the parties, including Plaintiff and all Settlement Class
7 Members, and that all members of the Settlement Class have standing under Article III of the
8 United States Constitution because a person’s receipt of an unsolicited text message sent without
9 the recipient’s clear and affirmative consent intrudes upon privacy and is an injury for purposes of
10 Article III. *See Van Patten v. Vertical Fitness Group, LLC*, 874 F.3d 1037 (9th Cir. 2017).

11 5. The terms of the Settlement Agreement are incorporated fully into this Order by
12 reference.

13 6. The Court finds that the terms of Settlement Agreement are fair, reasonable, and
14 adequate in light of the complexity, expense, and duration of litigation, and the risks involved in
15 establishing liability and damages, and maintaining the class action through trial and appeal.

16 7. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they
17 counsel in favor of final approval.

18 8. The Court finds that the relief provided under the settlement constitutes fair value
19 given in exchange for the release of claims.

20 9. The Parties and each Settlement Class Member have irrevocably submitted to the
21 jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement
22 Agreement.

23 10. The Court finds that it is in the best interests of the Parties and the Settlement Class
24 and consistent with principles of judicial economy that any dispute between any Settlement Class
25 Member (including any dispute as to whether any person is a Settlement Class Member) and any
26 Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement
27

1 or the Final Judgment and Order should be presented exclusively to this Court for resolution by
2 this Court.

3 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

4 1. This action is a class action against Defendant on behalf a class of persons defined
5 as follows (the "Settlement Class"): All persons who received a Cash App referral program text
6 message, and who were Washington residents at the time of the receipt of such text message,
7 between and including November 14, 2019 and , 2025. Persons who clearly and
8 affirmatively consented in advance to receive Cash App referral program text messages are
9 excluded from the class. The Settlement Class does not include Defendant, any entity that has a
10 controlling interest in Defendant, and Defendant's current or former directors, officers, counsel,
11 and their immediate families. The Settlement Class also does not include any persons who validly
12 request exclusion from it.

13 2. The Court finds that the Settlement Class satisfies all the requirements of Federal
14 Rule of Civil Procedure 23(a) and (b)(3) as set forth in its earlier order granting preliminary
15 approval in this matter.

16 3. The Settlement Agreement submitted by the Parties for the Settlement Class is
17 finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable,
18 and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall be
19 deemed incorporated herein and shall be consummated in accordance with the terms and
20 provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

21 4. As agreed by the Parties in the Settlement Agreement, upon Final Approval, the
22 relevant parties shall be released and discharged in accordance with the Settlement Agreement.

23 5. By operation of this Final Judgment, Plaintiff and each Settlement Class Member
24 is deemed to have waived, any and all claims, rights, or benefits they may have under California
25 Civil Code § 1542 and any similar federal or state law, right, rule, or legal principle that may apply.
26 California Civil Code § 1542 provides as follows:
27

1 A general release does not extend to claims that the creditor or
2 releasing party does not know or suspect to exist in his or her favor
3 at the time of executing the release, and that, if known by him or
4 her, would have materially affected his or her settlement with the
5 debtor or released party.

6 6. As agreed by the parties in the Settlement Agreement, upon Final Approval,
7 Representative Plaintiff, all Settlement Class Members, and any person or entity allegedly acting
8 on behalf of Settlement Class Members, either directly, representatively or in any other capacity,
9 are permanently enjoined from commencing or prosecuting against the Released Parties any action
10 or proceeding in any court or tribunal asserting any of the Released Claims, provided, however,
11 that this injunction shall not apply to individual claims of any Settlement Class Members listed in
12 **Exhibit 1** who timely requested exclusion from the Settlement Class. This injunction is necessary
13 to protect and effectuate the settlement, this Order, and the Court's flexibility and authority to
14 effectuate this settlement and to enter judgment when appropriate, and is ordered in aid of the
15 Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

16 7. Upon consideration of Class Counsel's application for fees and costs and other
17 expenses, the Court awards \$_____ as reasonable attorneys' fees and
18 \$_____ as reimbursement for reasonable out-of-pocket expenses, which shall be paid
19 from the Settlement Fund.

20 8. Upon consideration of the application for approval of a service award, Class
21 Representative Kimberly Bottoms is awarded the sum of \$_____, to be paid from the
22 Settlement Fund, for the service she has performed for and on behalf of the Settlement Class.

23 9. The Court authorizes Class Counsel and defense counsel to authorize payment to
24 the Settlement Administrator from the Settlement Fund as set forth in the Settlement Agreement.
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1 10. The Court overrules any objections to the settlement. After carefully considering
2 each objection, the Court concludes that none of the objections create questions as to whether the
3 settlement is fair, reasonable, and adequate.

4 11. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be
5 construed or used as an admission or concession by or against Defendant or any of the Released
6 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released
7 Claims. This Final Judgment and Order is not a finding of the validity or invalidity of any claims
8 in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties.
9 The final approval of the Settlement Agreement does not constitute any opinion, position, or
10 determination of this Court, one way or the other, as to the merits of the claims and defenses of
11 the Class Representative, Settlement Class Members, or Defendant.
12

13 12. Without affecting the finality of this judgment, the Court hereby reserves and
14 retains jurisdiction over this settlement, including the administration and consummation of the
15 settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive
16 jurisdiction over Defendant and each member of the Settlement Class for any suit, action,
17 proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the
18 applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any
19 dispute concerning the Settlement Agreement, including, but not limited to, any suit, action,
20 arbitration, or other proceeding by a Settlement Class Member in which the provisions of the
21 Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action
22 or otherwise raised as an objection, shall constitute a suit, action, or proceeding arising out of or
23 relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent
24 possible under applicable law, the Parties hereto and all Settlement Class Members are hereby
25 deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or
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1 otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that
2 this Court is, in any way, an improper venue or an inconvenient forum.

3 13. This action is hereby dismissed on the merits, in its entirety, with prejudice and
4 without costs.

5 14. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure,
6 that there is no just reason for delay, and directs the Clerk to enter final judgment.

7 15. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the
8 Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary
9 Approval Order and are thus excluded from the terms of this Order. Further, because the settlement
10 is being reached as a compromise to resolve this litigation, including before a final determination
11 of the merits of any issue in this case, none of the individuals reflected on **Exhibit 1** may invoke
12 the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in
13 connection with any further litigation against Defendant in connection with the claims settled by
14 the Settlement Class.
15

16 16. Neither this Final Judgment nor the Agreement is an admission or concession by
17 Defendant of the validity of any claims or of any liability or wrongdoing or of any violation of
18 law. This Final Judgment and the Agreement do not constitute a concession and shall not be used
19 as an admission or indication of any wrongdoing, fault, or omission by Defendant or any other
20 person in connection with any transaction, event or occurrence, and neither this Final Judgment
21 nor the Agreement nor any related documents in this proceeding, nor any reports or accounts
22 thereof, shall be offered or received in evidence in any civil, criminal, or administrative action or
23 proceeding, other than such proceedings as may be necessary to consummate or enforce this Final
24 Judgment, the Agreement, and all releases given thereunder, or to establish the affirmative
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1 defenses of *res judicata* or collateral estoppel barring the pursuit of claims released in the
2 Agreement.

3
4 **IT IS SO ORDERED.**

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7 Dated: _____

8 Marsha J. Pechman
9 United States District Judge
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Certificate Of Completion

Envelope Id: 3BD88927-990C-4155-8399-30AF4577B079
 Subject: Complete with Docusign: Settlement Agreement - Block(20611810.1) - CE Signed.pdf
 Source Envelope:
 Document Pages: 61
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Najera, Daniela
 920 Fifth Avenue
 Suite 3300
 Seattle, WA 98104-1610
 danielanajera@dwt.com
 IP Address: 155.130.12.68

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 danielanajera@dwt.com
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Signer Events

Lauren Rainwater
 laurenrainwater@dwt.com
 Partner
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 12D93642F3B041B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 64.124.123.162

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Najera, Daniela
 danielanajera@dwt.com
 Executive Legal Assistant
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 Security Level: Email, Account Authentication
 (None)

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Envelope Summary Events

Status

Timestamps

Envelope Sent
 Hashed/Encrypted
 6/27/2025 1:35:25 PM
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 6/27/2025 1:43:57 PM
 Signing Complete
 Security Checked
 6/27/2025 1:44:27 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	6/27/2025 1:44:27 PM
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