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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHELLE SALINAS, RAYMEL WASHINGTON, and **AMANDA GORDON**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and **CASH APP INVESTING, LLC**,

Defendants.

Case No. 3:22-cv-04823

PLAINTIFFS' NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Magistrate Judge Sallie Kim
Date: January 13, 2025
Time: 9:30 AM PST
Courtroom: C – 15th Floor

NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE THAT on **January 13, 2025 at 9:30 AM PST**, this matter will be heard by the Honorable Magistrate Judge Sallie Kim of the United States District Court for the Northern District of California, San Francisco Division, located in Courtroom C – 15th Floor at 450 Golden Gate Avenue, San Francisco, California, 94102, pursuant to the Order Granting Revised Joint Administrative Motion to Extend Settlement Deadlines and to Reschedule Final Approval Hearing (ECF No. 117). Plaintiffs Michelle Salinas, Raymel Washington, and Amanda Gordon, (collectively, "Plaintiffs"), will, and hereby do, move the Court under Federal Rule of Civil Procedure 23 for an order: (i) finding that the proposed settlement ("Settlement") is fair, reasonable, and adequate, and granting final approval of the Settlement; (ii) finding that the form and substance of the class notice, as well as the methods of disseminating notice to the Settlement Class, constitutes reasonable and the best practicable notice; (iii) certifying the Settlement Class for settlement purposes; and (iv) directing that judgment be entered dismissing with prejudice all individual and class claims asserted in the litigation.

This Motion is supported by the following memorandum of points and authorities, the accompanying Declaration of William B. Federman ("Federman Decl.") and the exhibits thereto, all other facts the Court may or should take notice of, all files, records, and proceedings in this case, and any oral argument the Court may entertain.

Respectfully submitted,

/s/: William B. Federman

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHELLE SALINAS, RAYMEL WASHINGTON, and **AMANDA GORDON**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and **CASH APP INVESTING, LLC**,

Defendants.

Case No. 3:22-cv-04823

PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Magistrate Judge Sallie Kim
Date: January 13, 2025
Time: 9:30 AM PST
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TABLE OF CONTENTS

I. INTRODUCTION 1
II. FACTUAL AND PROCEDURAL BACKGROUND 2
III. BEST PRACTICABLE NOTICE WAS ISSUED TO THE CLASS 4
IV. THE CLASS'S REACTION TO THE SETTLEMENT WAS POSITIVE 7
V. SETTLEMENT BENEFITS 7
A. Monetary Relief 8
1. Reimbursement for Out-of-Pocket Losses. 8
2. Reimbursement for Lost Time. 8
3. Reimbursement for Transaction Losses. 8
4. Pro Rata Adjustment to Approved Claims. 9
B. Non-Monetary Benefits 9
VI. FINAL APPROVAL OF THE SETTLEMENT IS MERITED 11
A. Legal Standard. 11
B. The Settlement is Fair, Reasonable, and Adequate under the Hanlon Factors and Fed. R. Civ. P. 23(e). 12
1. Fed. R. Civ. P. 23(e)(2)(A). 12
2. Fed. R. Civ. P. 23(e)(2)(B). 13
3. *Hanlon* Factors 1, 2, 3 and Fed. R. Civ. P. 23(e)(2)(C)(i) 13
4. *Hanlon* Factor 4, Fed. R. Civ. P. 23(e)(2)(D), and Fed. R. Civ. P. 23(e)(2)(C)(ii) 15
5. *Hanlon* Factor 5. 16
6. *Hanlon* Factor 6. 16
7. *Hanlon* Factor 7. 17
8. Fed. R. Civ. P. 23(e)(2)(C)(iii). 17
9. Fed. R. Civ. P. 23(e)(2)(C)(iv). 17
10. *Hanlon* Factor 8. 17

C. Certification of the Settlement Class is Appropriate. 18

VII. CONCLUSION 18

TABLE OF AUTHORITIES

Cases

Botonis v. Bimbo Bakeries USA, Inc.,
No. 2:22-CV-01453-DJC-SCR, 2024 WL 4326916 (E.D. Cal. Sept. 27, 2024) 16

Churchill Vill., L.L.C. v. Gen. Elec.,
361 F.3d 566 (9th Cir. 2004) 18

Class Plaintiffs v. City of Seattle,
955 F.2d 1269 (9th Cir. 1992) 11

Gaston v. FabFitFun, Inc.,
No. 2:20-CV-09534-RGK-E, 2021 WL 6496734 (C.D. Cal. Dec. 9, 2021) 14

Gordon v. Chipotle Mexican Grill, Inc.,
No. 17-cv-01415-CMA-SKC, 2019 WL 6972701 (D. Colo. Dec. 16, 2019)..... 14

Hammond v. The Bank of N.Y. Mellon Corp.,
2010 WL 2643307 (S.D.N.Y. June 25, 2010) 14

Hanlon v. Chrysler Corp.,
150 F.3d 1101 (9th Cir. 1998) 11

Hashemi v. Bosley, Inc.,
No. 21-cv-00946-PSG (RAOX), 2022 WL 2155117 (C.D. Cal. Feb. 22, 2022)..... 13

In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.,
293 F.R.D. 21 (D. Me. 2013)..... 14

In re High-Tech Employee Antitrust Litig.,
No. 11-CV-02509, 2014 WL 3917126 (N.D. Cal. Aug. 8, 2014) 11

In re Hyundai and Kia Fuel Economy Litig.,
926 F.3d 539 (9th Cir. 2019) 11

In re Marriott Int'l, Inc.,
78 F.4th 677 (4th Cir. 2023) 14

In re Marriott International Customer Data Securities Breach Litigation,
341 F.R.D. 128 (D. Md. 2022) 14

In re Marriott Int'l Customer Data Sec. Breach Litig.,
No. 19-MD-2879, 2023 WL 8247865 (D. Md. Nov. 29, 2023) 14

In re Mego Fin. Corp,
213 F. 3d 454 (9th Cir. 2000) 11

In re Mego Fin. Corp. Sec. Litig.,
213 F.3d 454 (9th Cir. 2000) 16

In re Pac. Enters. Sec. Litig.,
47 F.3d 373 (9th Cir. 1995) 16

In re Sonic Corp. Customer Data Sec. Breach Litig.,
No. 1:17-md-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019) 14

In re Tableware Antitrust Litig.,
484 F. Supp. 2d 1078 (N.D. Cal. 2007) 15

Linney v. Cellular Alaska P'ship,
151 F.3d 1234 (9th Cir. 1998) 11

Mullane v. Cent. Hanover Bank & Tr. Co.,
339 U.S. 306 (1950) 7

Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco,
688 F.2d 615 (9th Cir. 1982) 15

Rules

Fed. R. Civ. P. 23 ..... passim

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 3, 2024, the Court granted preliminary approval of a class action settlement between Plaintiffs and Defendants Block, Inc. and Cash App Investing, LLC (collectively, "Cash App" or "Defendants").[1] (ECF No. 96). The Settlement provides a non-reversionary Settlement Fund of $15,000,000 from which substantial and immediate benefits will be provided to the Settlement Class. This is an outstanding result for Plaintiffs and the Class that merits Final Approval.

The Settlement makes the following relief available to all Settlement Class Members: (i) reimbursement of Out-of-Pocket Losses up to $2,500; (ii) reimbursement for Lost Time at a rate of $25 per hour (a maximum of 3 hours); (iii) reimbursement for Transaction Losses; and (iv) meaningful data security enhancements to Cash App's systems. (SA, §§ II(E)–(F)).

The Parties reached this Settlement—providing meaningful benefits for the Settlement Class—after an extensive investigation, three (3) mediation sessions, and hard-fought arm's-length negotiations. Although Plaintiffs and Class Counsel believe in the merits of Plaintiffs' claims, Defendants deny each and every claim and contention alleged against it in the Action, including all allegations of wrongdoing or liability. The claims involve the intricacies of data security litigation (a fast-developing area in the law), and Plaintiffs would face considerable risks at each stage of litigation, especially class certification. Against these risks, Class Counsel and Plaintiffs believe that the Settlement achieved is for the benefit of the Settlement Class.

After this Court granted preliminary approval, the Settlement Administrator—with the help of the Parties—disseminated Notice to the Settlement Class. Individual Notice was provided to the Settlement Class Members in conjunction with a robust media program (*See* Declaration

[1] Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Class Action Settlement Agreement and Release ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Melissa R. Emert in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 76-2). Citations to the Settlement Agreement will be abbreviated as "SA, § __."

from Angeion Group, LLC Regarding Notice and Settlement Administration ("Notice Decl."), ¶¶ 7–28 (attached hereto as **Exhibit 1**)). The Settlement has been very well-received by the Settlement Class, with 667,438 claims filed. (*Id.* ¶ 29). Only 191 Class Members sought to be excluded from the Settlement, and only 2 Class Members objected to the Settlement. (*Id.* ¶¶ 31–32). The deadline to object or opt-out of the Settlement was November 18, 2024. (*Id.*). Likewise, the deadline to submit a claim was November 18, 2024. (*Id.* ¶ 29).

Plaintiffs now move the Court for final approval of the Settlement. The Settlement meets all the criteria for final approval and Plaintiffs' Motion for Final Approval of the Class Action Settlement should be GRANTED.

II. FACTUAL AND PROCEDURAL BACKGROUND[2]

The underlying litigation stems from two putative class action lawsuits asserting data privacy claims against Defendants. On August 23, 2022, Plaintiffs Salinas and Washington filed the first class action lawsuit against Defendants in connection with a data security incident disclosed by Defendants in or around April 2022 (the "Data Breach"). (Case No. 22-cv-04823, ECF No. 1, ¶ 1). Plaintiffs Salinas and Washington alleged that their Private Information was compromised in the Data Breach, and that Defendants failed to implement reasonable measures to safeguard their Private Information (*Id.* ¶¶ 5, 32, 48).

On November 2, 2022, Plaintiff Gordon filed a second class action lawsuit against Defendants concerning the same Data Breach, but also alleged overarching security vulnerabilities permeating the Cash App mobile application. (Case No. 22-cv-06787, ECF No. 1, ¶ 4).

After extensive conversations between Plaintiffs' Counsel, they agreed to jointly prosecute the actions to seek relief from Cash App. As a result, Plaintiffs Gordon, Salinas, and Washington, along with their counsel, filed for consolidation on December 21, 2023, and appointment of interim

[2] Additional information regarding the factual and procedural background of this case may be found in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 76) and Plaintiffs' Motion for Award of Attorneys' Fees, Costs, and Service Awards (ECF No. 100), as well as their accompanying exhibits.

lead class counsel. (ECF No. 71). The Court consolidated the actions on June 3, 2024. (ECF No. 95).

After Plaintiffs' Counsel agreed to jointly prosecute the cases, they immediately began pursuing relief for the Class. Plaintiffs' Counsel retained cybersecurity expert Mary T. Frantz to delve into the alleged security issues surrounding Cash App's mobile application. (Decl. of William B. Federman in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement ("Federman Decl."), ¶ 6 (attached hereto as **Exhibit 2**)). At or around this same time, Cash App indicated an interest in settlement. (*Id.*). Guided by Plaintiffs' expert, Plaintiffs requested a myriad of informal discovery from Cash App, spanning months. Settlement negotiations did not occur before Plaintiffs were well-informed of the strengths and weaknesses of the case. (*Id.*).

After engaging in informal discovery with Defendants, the Parties engaged in three (3) in-person mediation sessions with highly respected JAMS mediator, Robert Meyer. (*Id.* ¶ 7). The Parties conducted several video conferences and telephone conferences between the mediation sessions and after the mediation sessions to discuss the strengths and weaknesses of the claims asserted. (*Id.*). After months of hard-fought negotiations and fulsome exchanges of documents and information between the Parties, the Parties reached an agreement to settle all claims on behalf of Plaintiffs and the Class. (*Id.*). This resulted in the submission of the Settlement Agreement to the Court for Preliminary Approval.

Preliminary approval of the Settlement was granted on June 3, 2024. (ECF No. 96). The Court found that the Settlement "is fair, reasonable, and within the range of reasonableness" and also found, pursuant to Rule 23(e), that the prerequisites for class certification under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are likely to be found to be satisfied as: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in this Action is impracticable; (b) there are questions of law and fact that are common to the Settlement Class; (c) the Plaintiffs' claims are typical of the claims of the Settlement Class; (d) the

interests of all Settlement Class Members are adequately represented by the Plaintiffs and Class Counsel; (e) the questions of law and fact common to Settlement Class Members predominate over any individualized questions of law and fact; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. (*Id.*). Furthermore, the Court appointed Melissa R. Emert and Gary Graifman of Kantrowitz, Goldhamer & Graifman, P.C., Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, William B. Federman of Federman & Sherwood, Daniel E. Gustafson and David A. Goodwin of Gustafson Gluek PLLC, and Scott D. Hirsch of Scott Hirsch Law Group as Class Counsel (hereinafter collectively referred to as, "Class Counsel") to act on behalf of the Class and the Class Representatives with respect to the Settlement. (*Id.*).

On August 15, 2024, Plaintiffs filed their Motion for Award of Attorneys' Fees, Costs, and Service Awards (ECF No. 100). Plaintiffs' Counsel requested an award of attorneys' fees in the amount of $5,000,000 and reimbursement of necessary litigation expenses in the amount of $76,696.58. (*Id.*). Plaintiffs' Motion for Attorneys' Fees was accompanied by a declaration from Plaintiffs' expert that attested to the value of the meaningful data security enhancements Defendants implemented to Cash App's systems, as set forth in the Settlement Agreement. (ECF No. 100-9).

III. BEST PRACTICABLE NOTICE WAS ISSUED TO THE CLASS

After preliminary approval of the Settlement was granted, notice of the Settlement was disseminated to the Class via direct email and a robust media program. The Court-approved notice program was effective and constituted the best notice practicable under the circumstances. Fed. R. Civ. P. 23(c)(2).

On March 13, 2024, pursuant to 28 U.S.C. § 1715, the Angeion Group, LLC ("Angeion"), on behalf of Defendants, caused notice regarding the Settlement to be sent to the Attorneys General of all U.S. states and territories, as well as the Attorney General of the United States. (Notice Decl., ¶ 6). On June 18, 2024, Angeion received from Counsel for Defendants 170 spreadsheets

containing 169,697,580 records with data for potential Class Members. (*Id.* ¶ 7). Angeion understands that, due to the nature of the action, the Parties could not identify every individual that may assert that they are a Class Member, and so the records broadly included contact information for Cash App and of these 169,697,580 records, 111,471,251 records contained an email address, 146,548,783 records contained a phone number, 118,778,539 records contained the user's name, and 169,130,830 records contained the user's CashTag ID. (*Id.*) Angeion reviewed the 169,697,580 records provided and merged records where it was evident the Cash App account belonged to the same person (i.e., records with the same exact name and email address or same exact name and phone number). The resulting merged records comprised the "Notice List" used for dissemination notice via email, with results summarized in the chart below:

Description	Count
Initial Total Records	169,697,580
Unique Merged Records	158,011,266
Merged Records with an Email Address	103,062,040
Merged Records with a Phone Number	136,594,902
Merged Records with Name	107,092,225
Merged Records with CashTag ID	157,466,101

(*Id.* ¶ 8). Prior to emailing notice of the Settlement, Angeion subjected the email addresses on the Notice List to a cleansing and verification process. (*Id.* ¶ 9). As a result of the cleansing and verification process, 99,353,030 emails were identified as valid, and 3,709,010 emails were identified as invalid. (*Id.*). Beginning on July 25, 2024, Angeion caused the Email Notice to be sent to the 99,353,030 valid email addresses on the Notice List. (*Id.* ¶ 10). Of the emails sent, 95,550,988 were delivered, and 3,802,042 were unable to be delivered due to a hard bounce. (*Id.*). Beginning on September 9, 2024, Angeion caused the Reminder Email Notice to be sent to the

95,435,405 email addresses to which the initial Email Notice had been delivered and which were not already associated with a submitted claim, exclusion request, or request to unsubscribe from receiving future email notifications. (*Id.* ¶ 11). Of the emails sent, 91,950,349 were delivered, and 3,485,056 were unable to be delivered due to a hard bounce. (*Id.*). Beginning on October 28, 2024, Angeion caused a Supplemental Email Notice to be sent to 363,097 email addresses for individuals who had already submitted a Claim Form (*Id.* ¶ 12). Of the emails sent, 356,439 were delivered and 6,658 were unable to be delivered due to a hard bounce. (*Id.*).

Angeion also deployed a robust media notice program. The program consisted of programmatic display advertising, social media advertising, a paid search campaign and publication efforts. (*See id.* ¶¶ 13–22). These efforts are separate and apart from, and in addition to, direct noticing, the earned media, the Settlement Website, or the toll-free hotline. (*Id.* ¶¶ 23–28).

The Notices themselves were clear and straightforward, consistent with the guidelines set forth by the Federal Judicial Center. *See* Federal Judicial Center, Illustrative Forms of Class Action Notices: Overview, https://www.fjc.gov/content/301253/illustrative-forms-class-action-notices-introduction (last visited September 25, 2024). The Notices provided neutral, objective, and accurate information about the nature of the Action and the Settlement, including the deadlines and means of submitting a Claim Form, objecting, and/or appearing at the Fairness Hearing personally or through counsel. The Settlement Administrator also created and maintained the Settlement Website from which Settlement Class Members could submit claims and view important documents. (Notice Decl., ¶ 23). Furthermore, Settlement Class Members were able to call, mail, or submit an online inquiry to the Settlement Administrator in the event they had questions or needed assistance. (*Id.* ¶¶ 24–28).

Thus, Settlement Class Members received the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2), by receiving notice that was "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford

them an opportunity to present their objections," *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

IV. THE CLASS'S REACTION TO THE SETTLEMENT WAS POSITIVE

Overall, the Settlement has been very well-received by the Settlement Class. A total of 667,438 claims were filed (664,573 online submissions and 2,865 submissions by mail). (Notice Decl., ¶ 29). Angeion is currently evaluating these claims to determine their validity and will issue deficiency letters to any individual who submitted a deficient claim that will allow that individual a chance to remedy the deficiency before it is rejected. (*Id.*). Based upon Angeion's preliminary review, approximately 9.2% of the online claims are for Out-of-Pocket Losses, approximately 50.8% are for Lost Time, and approximately 13.0% of claims are for Transaction Losses. (*Id.*). Angeion will provide the Parties and the Court with a subsequent declaration providing an update on the status of claim review in advance of the Final Approval Hearing. (*Id.*).

Out of all the potential Settlement Class Members, only 191 Settlement Class Members sought to be excluded from the Settlement. (*Id.* ¶ 31). Additionally, only two (2) objections were received.[3] (*Id.* ¶ 32; ECF Nos. 103 and 109). The first objection (ECF No. 103) was dismissed on September 23, 2024, via a Joint Stipulation (*See* ECF Nos. 106, 123). Thus, this objection was resolved. (ECF No. 123).

Class Counsel responded in opposition to the second objection (ECF No. 109) on November 6, 2024 (ECF No. 116). The second objector, Jerome Clarke, is not a Class Member and does not have standing to object to the Settlement. (*Id.*). The deadline to object or opt-out of the Settlement was November 18, 2024. (Notice Decl., ¶¶ 31–32).

V. SETTLEMENT BENEFITS[4]

The Settlement provides meaningful equitable and monetary relief to Settlement Class

[3] Note, five (5) individuals (who may or may not be Settlement Class Members) made miscellaneous filings on the docket that did not comply with the objection procedures. (*See* ECF Nos. 101, 105, 108, 111, and 114).

[4] Additional information regarding the settlement benefits may be found in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 76) and Plaintiffs' Motion

Members. A non-reversionary cash Settlement Fund of $15,000,000 will be used to pay (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Fee Award and Costs approved by the Court; (iv) Service Award Payments approved by the Court; and (v) Approved Claims. (SA, § II(E)(2)).

A. Monetary Relief

1. Reimbursement for Out-of-Pocket Losses.

All Settlement Class Members may submit a claim for reimbursement of Out-of-Pocket Losses up to $2,500.00. (*Id.* § II (E)(4)(a)). To receive reimbursement for Out-of-Pocket Losses, Settlement Class Members need only submit a valid Claim Form that includes the following: (i) third-party documentation supporting the loss; and (ii) a brief description of the nature of the loss, if the nature of the loss is not apparent from the documentation alone. (*Id.*). Third-party documentation can include receipts or other documentation not "self-prepared" by the Settlement Class Member that documents the costs incurred. (*Id.*). Self-prepared documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. (*Id.*).

2. Reimbursement for Lost Time.

All Settlement Class Members may submit a claim for reimbursement of Lost Time up to three (3) hours at a rate of $25.00 per hour. (*Id.* § II (E)(4)(c)).

3. Reimbursement for Transaction Losses.

All Settlement Class Members may also submit a claim for reimbursement for Transaction Losses. (*Id.* § II (E)(4)(e)). To receive reimbursement for a Transaction Loss, a Settlement Class Member must submit a valid Claim Form that attests that the Settlement Class Member experienced an Unauthorized Account Event (as defined in Paragraph II.A.23 of the Settlement Agreement) during the period of four (4) years prior to the filing of the *Salinas* Complaint (which was filed on August 23, 2022) through the Notice Date. (*Id.*). Settlement Class Members must

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for Award of Attorneys' Fees, Costs, and Service Awards (ECF No. 100), as well as their accompanying exhibits.

also provide at least one of the following three items:

i. A copy of the notification the Settlement Class Member transmitted to Defendants during the same period, notifying Defendants of the Unauthorized Account Event which verifies the account name ($Cashtag) and the amount of the loss;

ii. A copy of the police report concerning the Unauthorized Account Event which verifies the amount of the loss made during the same period; or

iii. Documentation that the Settlement Administrator, in its sole discretion, determines suffices to demonstrate the occurrence of an Unauthorized Account Event during the period which caused the monetary loss claimed. (*Id.*).

4. Pro Rata Adjustment to Approved Claims.

In the event that the Net Settlement Fund is not sufficient to make payment for all Approved Claims at the full amounts otherwise approved, then the value of the payments for the Approved Claims will be reduced on a pro rata basis, such that the aggregate value of all payments for Approved Claims does not exceed the Net Settlement Fund. (*Id.* § II (E)(6)). Alternatively, if the aggregate value of all Approved Claims is less than the Net Settlement Fund, each Settlement Class Member that submitted an Approved Claim shall receive a proportional share of the amount of the Net Settlement Fund that exceeds the aggregate value of all Approved Claims based on the percentage the Settlement Class Members' Approved Claim as compared to the aggregate value of all Approved Claims. (*Id.* § II (E)(7)).

B. Non-Monetary Benefits

The Settlement also provides for non-monetary benefits in the form of security measures implemented by Defendants. (*Id.* § II (F)). Defendants represent that they have implemented the following security measures, which will benefit all Class Members, whether or not they submit a claim:

(a) **Vulnerability Management.** Defendants now maintain a program to recognize, understand, and mitigate the security risks associated with known vulnerabilities. This program

includes operational and business metrics to monitor overall program health and analytics to facilitate trend identification. (*Id.*).

(b) **Infrastructure/Application Testing.** Defendants now maintain a multifaceted security program to test their systems and software, including:

i. Training to prevent common coding vulnerabilities in software development processes by training developers annually in secure coding techniques and developing applications based on secure coding guidelines;

ii. Security team dedicated to Cash App and Cash App Investing software and infrastructure;

iii. Internal network vulnerability scans of Cash App's cloud environment on a daily basis to identify and remediate vulnerabilities according to their vulnerability management process;

iv. PCI Approved Scanning Vendor (PCI ASV) to perform external vulnerability scans of Cash App's PCI DSS environment on a weekly basis to remediate vulnerabilities identified according to the vulnerability management process;

v. Annual independent third-party penetration testing of Cash App's PCI DSS environment; and

vi. A public bug bounty program. (*Id.*).

(c) **Threat Intelligence.** Defendants now maintain a threat intelligence team responsible for developing pre-breach/preventative intelligence on threats and vulnerabilities. (*Id.*).

(d) **Third Party Attestation.** Defendants shall annually conduct:

i. Independent third-party SOC 2 Type II examination, regarding design and operating effectiveness of controls relevant to the Security, Availability, Processing Integrity, and Confidentiality trust service criteria;

ii. Independent annual PCI DSS assessment covering data security requirements for protecting cardholder data processed, stored, or transmitted. (*Id.*).

VI. FINAL APPROVAL OF THE SETTLEMENT IS MERITED

A. Legal Standard.

The Ninth Circuit has a "strong judicial policy that favors settlements, particularly where complex class action litigation is concerned." *In re Hyundai and Kia Fuel Economy Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (citations omitted); *Class Plaintiffs v. City of Seattle*, 955 F.2d 1269, 1276 (9th Cir. 1992); *Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1238 (9th Cir. 1998). "The claims, issues, or defenses of a certified class may be settled . . . only with the court's approval." Fed. R. Civ. P. 23(e). "Rule 23(e)… require[s] a two-step process for the approval of class action settlements: the Court first determines whether a proposed class action settlement deserves preliminary approval and then, after notice is given to class members, whether final approval is warranted." *In re High-Tech Employee Antitrust Litig.*, No. 11-CV-02509, 2014 WL 3917126, at *13 (N.D. Cal. Aug. 8, 2014) (internal quotations and citations omitted). The Settlement has now reached the second step of the process—final approval.

A decision "to approve or reject a settlement is committed to the sound discretion of the trial judge because [s]he is exposed to the litigants, and their strategies, positions, and proof." *In re Mego Fin. Corp*, 213 F. 3d 454, 458 (9th Cir. 2000). Rule 23(e) "requires the district court to determine whether a proposed settlement is fundamentally fair, adequate, and reasonable." *Hanlon v. Chrysler Corp.*, 150 F.3d 1101, 1026 (9th Cir. 1998) ("*Hanlon*"). Under Ninth Circuit precedent, the district court must evaluate the settlement under the following factors:

> (1) the strength of the Plaintiffs' case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement.

Id. Additionally, Federal Rule of Civil Procedure 23(e)(2) requires the district court to also consider the following factors:

> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate, taking into account:
> (i) the costs, risks, and delay of trial and appeal;
> (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
> (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
> (iv) any agreement required to be identified under Rule 23(e)(3); and
> (D) the proposal treats class members equitably relative to each other.

This Court made a preliminary finding on June 3, 2024 (ECF No. 96), that the Settlement met the requirements above. Now, the Court should find that these pre-requisites have been finally satisfied for the reasons set forth below.

B. The Settlement is Fair, Reasonable, and Adequate under the *Hanlon* Factors and Fed. R. Civ. P. 23(e).

1. Fed. R. Civ. P. 23(e)(2)(A).

This Court previously considered Class Counsels' qualifications when preliminarily approving the Settlement. (*See* ECF No. 96). There, the Court found that Class Counsel were experienced and qualified to oversee the litigation. (*Id.*). The same still holds true at the final approval stage.

Class Counsel has extensive experience litigating complex class actions and has demonstrated ample success in litigating data security breach class actions. (*See* ECF Nos. 76-6, 76-7, 76-8). Class Counsel have adequately represented the Class by fully investigating the facts and legal claims; preparing the complaints; requesting, obtaining, and reviewing numerous documents from Defendants regarding data security incidents, affected class members, its remediation efforts, insurance coverage, and financial condition; drafting comprehensive

mediation statements assessing the legal and factual strengths and weaknesses of the case; and participating in three (3) mediations and a lengthy negotiation process. (Federman Decl., ¶ 11). The extensive work done by Class Counsel to date provided Class Counsel with sufficient information to negotiate this very favorable Settlement for the Class. (*Id.*).

The Settlement Class Representatives have also demonstrated their adequacy by: (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iii) being available as needed throughout the litigation; and (iv) monitoring the Litigation. (*Id.* ¶ 12). Their claims and interests align with those of the Settlement Class, and they approve of the Settlement. (*Id.*). Thus, this factor militates in favor of granting final approval.

2. Fed. R. Civ. P. 23(e)(2)(B).

The Settlement was negotiated at arm's length, without collusion, and with the assistance of a highly qualified and respected mediator, Robert Meyer. (Federman Decl., ¶¶ 7–8). Over the span of three (3) mediation sessions the Parties exchanged and provided the mediator with detailed mediation statements outlining the strengths and weaknesses of their claims and defenses and exchanged informal discovery. (*Id.*). The fact that the Settlement was achieved through well-informed, and arm's-length neutrally supervised negotiations weighs in favor of granting final approval.

3. *Hanlon* Factors 1, 2, 3 and Fed. R. Civ. P. 23(e)(2)(C)(i).

The value achieved through the Settlement Agreement is guaranteed, whereas the chances of prevailing on the merits are uncertain—especially where serious questions of law and fact exist, which is common in data breach litigation. Although all class actions involve a high level of risk, expense, and complexity, data breach litigation is especially risky and complex. *See Hashemi v. Bosley, Inc.*, No. 21-cv-00946-PSG (RAOX), 2022 WL 2155117, at *7 (C.D. Cal. Feb. 22, 2022) ("[D]ata breach class actions are a relatively new type of litigation and that damages methodologies in data breach cases are largely untested and have yet to be presented to a jury."); *Gaston v.*

FabFitFun, Inc., No. 2:20-CV-09534-RGK-E, 2021 WL 6496734, at *3 (C.D. Cal. Dec. 9, 2021) ("Historically, data breach cases have experienced minimal success in moving for class certification."); *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases such as the instant case are particularly risky, expensive, and complex."); *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-md-2807, 2019 WL 3773737, at *7 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky."). The present action, moreover, is more complicated than most data breach litigations because it also involves allegations of security vulnerabilities permeating the Cash App mobile application generally and allegations regarding Defendants' responses to consumer complaints.

While Plaintiffs strongly believe in the merits of their case, they also understand that should litigation continue Defendants would likely assert several potentially case-dispositive defenses. (Federman Decl., ¶ 10). Due at least in part to their cutting-edge nature and the rapidly evolving law, data breach cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Getting a class certified—and then maintaining certification—is not assured. *In re Marriott International Customer Data Securities Breach Litigation*, 341 F.R.D. 128 (D. Md. 2022), was recently decertified on appeal. *See In re Marriott Int'l, Inc.*, 78 F.4th 677, 680 (4th Cir. 2023).[5] The *Marriott* case has now been pending since 2019, providing a stark example about how long these data breach cases can drag on. And no data breach class action—in any jurisdiction—has gone to trial and achieved a plaintiffs' verdict. In

[5] To complete the story, the classes were re-certified by the district court on remand. *See In re Marriott Int'l Customer Data Sec. Breach Litig.*, No. 19-MD-2879, 2023 WL 8247865, at *1 (D. Md. Nov. 29, 2023).

addition, Defendants have represented that they would file a motion to compel arbitration. Plaintiffs dispute the defenses Defendants could assert—but it is obvious that their success at trial (and a possible appeal) is far from certain. (Federman Decl., ¶ 10). Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk—such as not receiving any relief at all. Therefore, these factors also support final approval of the Settlement.

4. *Hanlon* Factor 4, Fed. R. Civ. P. 23(e)(2)(D), and Fed. R. Civ. P. 23(e)(2)(C)(ii).

To evaluate the adequacy of the settlement amount, "courts primarily consider plaintiffs' expected recovery balanced against the value of the settlement offer." *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal. 2007). But "a cash settlement amounting to only a fraction of the potential recovery will not per se render the settlement inadequate or unfair." *Officers for Just. v. Civ. Serv. Comm'n of City & Cnty. of San Francisco*, 688 F.2d 615, 628 (9th Cir. 1982).

The Settlement guarantees Class Members real relief and value for their harms as well as protections from future data security incidents. (*See* Section V, *supra*). As explained above, Class Members are eligible to make a claim for Out-of-Pocket Losses, Lost Time, and/or Transaction Losses from a $15,000,000 Settlement Fund. (SA, § II (E)). The task of validating those claims will be delegated to the Settlement Administrator, a neutral party which has significant experience processing these claims in similar cases. (*Id.* § II(I)). Thus, the only difference in treatment among Class Members is that those who incurred and submit claims for Out-of-Pocket Losses, Lost Time, and Transaction Losses will—appropriately and equitably—receive payments in proportion to the amount of their losses. The claims period was sufficiently long to enable all eligible Class Members to collect any necessary information before submitting their claims. Therefore, in the light of the exceptional relief provided and the uncertainties described in the preceding sections, these factors also weigh in favor of final approval of the Settlement.

5. *Hanlon* Factor 5.

Although the Settlement was achieved before discovery commenced, this does not hinder the Court from granting final approval of the Settlement. *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000), *as amended* (June 19, 2000) ("In the context of class action settlements, formal discovery is not a necessary ticket to the bargaining table where the parties have sufficient information to make an informed decision about settlement.") (quotation marks and citation omitted); *Botonis v. Bimbo Bakeries USA, Inc.*, No. 2:22-CV-01453-DJC-SCR, 2024 WL 4326916, at *7 (E.D. Cal. Sept. 27, 2024) (approving settlement where "extensive informal discovery" was conducted). The Parties reached this Settlement—providing meaningful benefits for the Settlement Class—after extensive investigation and tense arm's-length negotiations. (Federman Decl., ¶¶ 8–9). Settlement negotiations did not occur before Plaintiffs were well informed of the strengths and weaknesses of their case. (*Id.*). Before settlement negotiations, Plaintiffs sought and obtained informal discovery from Defendants on a number of topics, including Defendants' data security posture, remedial actions taken by Defendants, complaints received from Class Members, and data security incidents experienced by Defendants. (*Id.* ¶ 8).

The information received allowed Class Counsel, who are experienced in data breach class actions, to conduct settlement negotiations with a thorough understanding of the strengths and weaknesses of Plaintiffs' claims. (*Id.* ¶ 9). Equipped with this knowledge, and their significant experience litigating and resolving similar actions, Class Counsel negotiated what they believe to be a fair, adequate, and reasonable settlement worthy of final approval. (*Id.*)

6. *Hanlon* Factor 6.

The judgment of Class Counsel also supports the finding that the Settlement is fair and reasonable. *See In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995) ("Parties represented by competent counsel are better positioned than courts to produce a settlement that fairly reflects each party's expected outcome in litigation.") The benefits available here compare favorably to what Class Members could recover if successful at trial and provide meaningful benefits to the

Class in light of the uncertainties presented by continued litigation, trial, and appeals. (*Id.* ¶ 10). In the experience of Class Counsel, who has litigated numerous data breach cases, spoken to victims of other data privacy incidents, and has reviewed claims data from other data privacy settlements, the relief provided by this Settlement is an outstanding result for the Class. (*Id.* ¶¶ 13–15).

7. *Hanlon* Factor 7.

This factor is inapplicable. There were no government participants in this action.

8. Fed. R. Civ. P. 23(e)(2)(C)(iii).

As compensation for the substantial benefits conferred upon the Settlement Class, Class Counsel filed a Motion for Award of Attorneys' Fees, Costs, and Service Awards (ECF No. 100), requesting an award of attorneys' fees in the amount of $5,000,000.00, reimbursement of necessary litigation expenses in the amount of $76,696.58, and Service Awards of $2,500.00 to each of the Class Representatives ($7,500.00 in total). (*Id.*). These requests are contemplated by the Settlement Agreement and Class Counsel apprised the Court of these requests in their Motion for Preliminary Approval. This was also clearly delineated in the notice materials sent to the Settlement Class. Class Counsel provided a total package of relief estimated to be worth over $20,000,000.[6] As such, Class Counsel's attorneys' fees request only amount to approximately 25% of the total settlement value.

9. Fed. R. Civ. P. 23(e)(2)(C)(iv).

There are no agreements required to be identified under Federal Rule of Civil Procedure 23(e)(2)(C)(iv) other than the Settlement Agreement and the agreement with the Settlement Administrator to effectuate the notice program and the claims administration process.

10. *Hanlon* Factor 8.

[6] Calculated by adding the $15,000,000 Settlement Fund to the estimated very conservative amount of over $5,000,000 in data security enhancements implemented by Cash App. Plaintiffs' expert Mary T. Franz estimates that data security enhancements can be at least worth $25,000,000. (ECF No. 100-9).

The reaction to the Settlement has been very positive. A total of 667,438 claims were filed. (Notice Decl., ¶ 29). Out of all the potential Settlement Class Members, only 191 Settlement Class Members sought to be excluded from the Settlement. (*Id.* ¶ 31). Additionally, only two (2) objections were received. (*Id.* ¶ 32; ECF Nos. 103 and 109). The Class's overwhelming approval of the Settlement confirms final approval is warranted. *See e.g.*, *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 577 (9th Cir. 2004) (holding that approval of a settlement that received 45 objections and 500 opt-outs out of 90,000 class members was proper).

C. Certification of the Settlement Class is Appropriate.

Under the terms of the Settlement Agreement, the Parties agreed, for Settlement purposes only, to the certification of the Settlement Class, defined as follows:

> All persons who are current or former customers of Defendants or any of Defendants' affiliates, parents, or subsidiaries and who had their Personal Information, Cash App account, or Cash App Investing account accessed or obtained without their authorization or who otherwise had unauthorized, unintended, or fraudulent withdrawals or transfers to or from, or alleged error in connection with, a Cash App or Cash App Investing account or any linked financial account in the period of four (4) years prior to the filing of the Salinas Complaint (which was filed on August 23, 2022) through the Notice Date.

SA, § II(B). In the Preliminary Approval Order, the Court preliminarily certified the Settlement Class. (ECF No. 96). Nothing has changed since then, and thus Plaintiffs respectfully request that the Court finally certify the Settlement Class for Settlement purposes.

VII. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court enter the proposed Final Approval Order submitted herewith.

Dated: December 9, 2024

Respectfully submitted,

/s/: William B. Federman

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CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2024, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using CM/ECF. Copies of the foregoing document will be served upon interested counsel via transmission of Notices of Electronic Filing generated by CM/ECF.

/s/ *William B. Federman*
William B. Federman

EXHIBIT 1

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHELLE SALINAS, RAYMEL WASHINGTON, and AMANDA GORDON, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and CASH APP INVESTING, LLC,

Defendants.

Case No. 3:22-cv-04823

DECLARATION OF STEVEN WEISBROT RE: SETTLEMENT ADMINISTRATION

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). I have personal knowledge of the matters stated herein.

2. My credentials were previously reported to this Court in my prior declaration (the "Notice Plan Declaration") (ECF No. 76-10).

3. Angeion was retained by the Parties and appointed by the Court to serve as the Settlement Administrator. In this role, Angeion's responsibilities, among other tasks, were (1) to provide notice to potential Class Members; (2) to respond to Class Members' inquiries; (3) to receive and process Class Member Claim Forms, exclusions and objections; and (4) to perform other duties as specified in the Class Action Settlement Agreement and Release ("Settlement Agreement") or by the order(s) of the Court, including but not limited to the Order Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") entered on June 3, 2024.

4. Angeion is not related to or affiliated with the Plaintiffs, Plaintiffs' Counsel, Defendants or Counsel for Defendants.

5. The purpose of this Declaration is to provide the Court and the Parties with a summary of the work performed to date to effectuate the Notice Plan approved by this Court.

NOTICE PURSUANT TO THE CLASS ACTION FAIRNESS ACT 28 U.S.C. § 1715

6. On March 13, 2024, pursuant to 28 U.S.C. § 1715, Angeion, on behalf of the Defendants, caused notice regarding the settlement to be sent to the Attorneys General of all U.S. states and territories, as well as the Attorney General of the United States ("CAFA Notice"). The CAFA Notice was sent in the same form as **Exhibit A** attached hereto.

CLASS LIST

7. On June 18, 2024, Angeion received from Counsel for Defendants, 170 spreadsheets containing 169,697,580 records with data for potential Class Members. Angeion understands that, due to the nature of the action, the Parties could not identify every individual that may assert that they are a Class Member, and so the records broadly included contact information for Cash App and

Cash App Investing users without regard to whether they were a confirmed Class Member. Of these 169,697,580 records, 111,471,251 records contained an email address, 146,548,783 records contained a phone number, 118,778,539 records contained the user's name, and 169,130,830 records contained the user's CashTag ID. In my experience, it is not uncommon for Angeion to receive multiple or duplicate records for potential class members when defendants produce such records. I believe that the same has happened here.

8. Angeion reviewed the 169,697,580 records provided and merged records where it was evident the Cash App account belonged to the same person (i.e., records with the same exact name and email address or same exact name and phone number). The resulting merged records comprised the "Notice List" used for dissemination notice via email, with results summarized in the chart below:

Description	Count
Initial Total Records	169,697,580
Unique Merged Records	158,011,266
Merged Records with an Email Address	103,062,040
Merged Records with a Phone Number	136,594,902
Merged Records with Name	107,092,225
Merged Records with CashTag ID	157,466,101

EMAIL NOTICE

9. Prior to sending Email Notice, Angeion subjected the email addresses on the Notice List to a cleansing and verification process. As a result of the cleansing and verification process 99,353,030 emails were identified as valid and 3,709,010 emails were identified as invalid.

10. Beginning on July 25, 2024, Angeion caused the Email Notice to be sent to the 99,353,030 valid email addresses on the Notice List. Of the emails sent, 95,550,988 were delivered, and 3,802,042 were unable to be delivered due to a hard bounce. A true and accurate copy of the Email Notice is attached hereto as **Exhibit B**.

11. Beginning on September 9, 2024, Angeion caused the Reminder Email Notice to be sent to the 95,435,405 email addresses to which the initial Email Notice had been delivered and which were not already associated with a submitted claim, exclusion request, or request to unsubscribe from receiving future email notifications. Of the emails sent, 91,950,349 were delivered, and 3,485,056

were unable to be delivered due to a hard bounce. A true and accurate copy of the Reminder Email Notice is attached hereto as **Exhibit C.**

12. Beginning on October 28, 2024, Angeion caused a Supplemental Email Notice to be sent to the 363,097 email addresses for individuals who had already submitted a Claim Form. Of the emails sent, 356,439 were delivered and 6,658 were unable to be delivered due to a hard bounce. A true and accurate copy of the Supplemental Email Notice is attached here to as **Exhibit D**.

MEDIA NOTICE

13. Angeion implemented a comprehensive media notice program which consisted of programmatic display advertising, social media advertising, a paid search campaign and publication efforts. These efforts are separate and apart from, and in addition to, direct noticing, the earned media, the Settlement Website, or the toll-free hotline.

Programmatic Display Advertising

14. Beginning on September 4, 2024, Angeion ran digital banner ads for 30 days on desktop and mobile devices. Class Members who saw the ads were able to click on the ads to be transferred directly to the Settlement Website. Copies of the banner ads are attached hereto as **Exhibit E**.

15. The online banner ad program resulted in 55,113,723 impressions served and resulted in 36,581 click throughs to the Settlement Website.

Targeted Social Media

16. Beginning on September 10, 2024, Angeion ran targeted social media ads on Facebook and Instagram. The social media campaign ran for 30 days. Class Members who saw the ads were able to click on the ads to be transferred directly to the Settlement Website. Copies of the social media ads are attached hereto as **Exhibit F.**

17. The social media ad program resulted in 20,125,177 impressions served and resulted in 20,924 click throughs to the Settlement Website.

Paid Search Campaign

18. Beginning on September 4, 2024, Angeion ran a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the Settlement to

the dedicated Settlement Website. An example of the paid search posting is attached hereto as **Exhibit G**.

19. The paid search campaign resulted in 123,052 impressions and 43,300 click throughs to the Settlement Website.

Publication Notice

20. Angeion caused the Published Notice of the Settlement to be published in the CA regional edition of *USA Today* for four (4) consecutive weeks, utilizing 1/4-page black and white ads[1].

21. Copies of the tear sheets showing the Published Notice in *USA Today* are attached hereto as **Exhibit H**.

Media Monitoring

22. Members of our media team used advanced software to garner the impact of the earned media in this Settlement. Through that software it was determined that the Settlement has received approximately 29.8 million coverage views, 120,000 engagements, and 1.3 billion in online readership. In practice, this means that combined, approximately 1.3 billion people visited the online websites where the Settlement received coverage, but since not everyone who visits a particular website reviews the specific coverage at issue, it was estimated that 29.8 million users reviewed the 561 pieces of coverage. Attached hereto as **Exhibit I** is a summary of the earned media garnered, as well as highlights of the earned media.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

23. On July 23, 2024, Angeion established the following website dedicated to this Settlement: www.CashAppSecuritySettlement.com ("Settlement Website"). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions and important dates and deadlines pertinent to this matter. The Frequently Asked Questions page was updated to provide greater clarity throughout the settlement administration process. Visitors to the Settlement Website can view and download the (1) Long Form Notice, (2) Claim Form, (3) Settlement Agreement, (4) Preliminary Approval Order, (5) Order Modifying Dates of Settlement Deadlines, (6)

[1] Notice was published in the 8/12, 8/19, 8/26 and 9/3 editions.

Consolidated Complaint, (7) Summary Notice, (8) Motion for Attorneys' Fees and Costs, and Service Awards, (9) Order Granting Motion Extend Settlement Deadlines and to Reschedule Final Approval Hearing and (10) Order Amending Order on Schedule Change.

24. The Settlement Website also contains portals where Class Members can submit a Claim Form and where potential Class Members can look up their Notice ID. The Settlement Website has a "Contact Us" page whereby Class Members can send an email with any additional questions to a dedicated email address and a chatbot option to streamline responses to questions. The chatbot assisted users in real time and guided them with topics on frequently asked questions while users were also able to input their own inquiry. Approximately 52,794 visitors to the website engaged with the chatbot.

25. The Settlement Website (Including the Long Form Notice and the Claim Form) is available in both English and Spanish. Copies of the Long Form Notice and Claim Form are attached hereto as **Exhibit J** and **Exhibit K** respectively.

26. As of December 9, 2024, the Settlement Website has had 7,479,112 unique visitors totaling 15,386,225 page views.

27. On July 12, 2024, Angeion established the following toll-free hotline dedicated to this settlement: 1-866-615-9740. The toll-free hotline utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions, the ability to request a Claim Form or Long Form Notice be mailed to them and provides essential information regarding the Settlement. This hotline is accessible 24 hours a day, 7 days a week and is available in English and Spanish.

28. As of December 9, 2024, the toll-free line has received approximately 110,446 calls, totaling 383,149 minutes.

CLAIMS ADMINISTRATION

Claim Form Submissions

29. The deadline for Class Members to submit a Claim Form was November 18, 2024. As of December 9, 2024, Angeion has received 667,438 Claim Form submissions (664,573 online

submissions and 2,865 submissions by mail). Claim Forms received are still under review and are subject to final auditing, including a full assessment of each claim's validity and a review for duplicative and/or fraudulent claim submissions. Based upon my preliminary review, approximately 9.2% of the online claims are for Out-of-Pocket Losses, approximately 50.8% are for Lost Time, and approximately 13.0% of claims are for Transaction Losses. Angeion will provide the Parties and the Court with a subsequent declaration providing an updated on the status of claim review in advance of the Final Approval Hearing.

30. Based on my experience in similar cases, the number of claims that have been received here falls comfortably within the normal range that I would anticipate given the robust notice campaign that Angeion effectuated detailed herein.

Requests for Exclusion

31. The deadline for Class Members to request exclusion from the Settlement was November 18, 2024. As of December 9, 2024, Angeion has received 196 requests for exclusion.[2] Of the 196 requests for exclusion received, 5 are duplicative. A table summarizing the 191 unique exclusions received is attached hereto as **Exhibit L**.

Objections

32. The deadline for Class Members to object to the Settlement was November 18, 2024. As of December 3, 2024, Angeion has received two objections.

ESTIMATED NOTICE AND ADMINISTRATION COSTS

33. Through October 31, 2024, Angeion has incurred $742,561.22 in notice and administration costs. Angeion estimates that it will incur approximately $773,125.78 in remaining costs to complete administration of this Settlement. My previous declaration stated that Angeion agreed for costs not to exceed $1,125,000 contingent upon the assumption of a notice population of 85,000,000. The notice data provided contained 169,697,580 records, resulting in Email Notice being sent to 99,353,030 separate addresses. This resulted in additional costs to provide notice, perform claims administration, handle increased class member communication and other administrative related tasks. The revised

[2] Angeion is in the process of analyzing the requests for exclusion received to identify any individuals who submitted a request for exclusion and a Claim Form. Angeion will provide the Parties with the results of this analysis.

administrative cost estimate has been communicated to and approved by the Parties.

CONCLUSION

34. The comprehensive Notice Plan included direct notice via email to all reasonably identifiable Settlement Class Members combined with the implementation of a dedicated Settlement Website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement. The Notice Plan also provided for targeted internet and social media notice, a paid search campaign, and publication in the California regional edition of *USA Today*.

35. It is my opinion the Notice Plan described herein met the requirements of due process, Fed. R. Civ. P. 23 and the Northern District's Procedural Guidance for Class Action Settlements, provided the best notice that was practicable under the circumstances, and incorporated contemporary media and best practices to alert and engage the participation of Class Members in the proposed Settlement.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: December 9, 2024

STEVEN WEISBROT

Exhibit A

ANGEION GROUP
Writing the Rules

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215.525.0209 (F)

March 13, 2024

VIA USPS PRIORITY MAIL

United States Attorney General &
Appropriate Officials

Re: Notice of Class Action Settlement
Salinas, et al. v. Block, Inc. and Cash App Investing, LLC, Case No. 3:22-cv-04823

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

Case Name: *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC*
Index Number: 3:22-cv-04823
Jurisdiction: United States District Court, Northern District of California
Date Settlement Filed with Court: March 3, 2024

In accordance with the requirements of 28 U.S.C. § 1715, copies of the following documents associated with this action are available at https://www.angeiongroup.com/cafa/.

1. **28 U.S.C. § 1715(b)(1)-Complaint:** *Class Action Complaint* filed with the Court on August 23, 2022; *Class Action Complaint* filed with the Court on November 2, 2022 in *Gordon v. Block, Inc. and Cash App Investing,* LLC, 3:22-cv-06787 (ND Cal.), and *Consolidated Class Action Complaint* filed with the Court on February 9, 2024.

2. **28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** Per Dkt. No. 76, the *Plaintiffs' Notice of Motion and Motion for Approval of Class Settlement, Provisional Certification of Nationwide Settlement Class, and Approval of Procedure for and Form of Notice to Settlement Class* ("Motion for Preliminary Approval")*; Memorandum of Points and Authorities in Support* was filed with the United States District Court, Northern District of California on March 3, 2024, and is available at https://www.angeiongroup.com/cafa/. A hearing on the Motion for Preliminary Approval is set for May 16, 2024 at 2:00 PM.

3. **28 U.S.C. § 1715(b)(3)-Notification to Class Members:** *Class Notice, Long Form Notice,* and *Claim Form*, filed with the Court on March 3, 2024.

4. **28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** *Settlement Agreement and Release*, filed with the Court on March 3, 2024.

5. **28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement and matters referred to therein, no other settlements or other agreements have been contemporaneously made between the Parties.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or Notice of Dismissal as of the date of this CAFA Notice.

7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members:** Defendants sent notice to approximately 8.2 million individuals in the United States notifying them that their information may have been accessed in the Data Security Incidents, as that term is defined in the Settlement Agreement. The Settlement Class, however, also includes individuals who may have separately had their personal information, Cash App account, or Cash App investing account accessed or obtained without their authorization or who otherwise had unauthorized, unintended, or fraudulent withdrawals or transfers to or from, or alleged error in connection with, a Cash App or Cash App Investing account or any linked financial account from August 23, 2018 through the Notice Date. The total number of individuals meeting that definition is unknown. Class Counsel has estimated that up to approximately 50,000 Class Members may submit qualified claims from documented losses. The estimated proportional share of the Settlement benefits is not available at this time, as it is contingent on the Class Members' submission of a claim form. A detailed breakdown of the approximately 8.2 million individuals who received notice of the Data Security Incidents by US States and Puerto Rico is available at https://www.angeiongroup.com/cafa/.

8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion related to the Settlement at this time. The *Proposed Order Granting Unopposed Motion for Preliminary Approval of Class Settlement Agreement* is available at https://www.angeiongroup.com/cafa/.

If you have questions or concerns about this notice, the proposed settlement, or difficulty accessing the associated documents, please contact this office.

Sincerely,

Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
(p) 215-563-4116
(f) 215-563-8839

Exhibit B

From: Cash App Security Settlement Administrator
<donotreply@cashappsecuritysettlement.com>

Subject: Notice of Class Action Settlement – *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC*

Notice ID: [Notice ID number]
Confirmation Code: [Confirmation code number]

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for cash payment from a class action settlement involving Block, Inc. and Cash App Investing, LLC but you need to act.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A court authorized this Notice.

This is not spam, an advertisement, or a lawyer solicitation.

A settlement has been reached in a class action lawsuit against Block, Inc. ("Block") and Cash App Investing, LLC ("Cash App Investing") that alleges that Block and Cash App Investing were negligent and breached other obligations to users when a former Cash App Investing employee accessed account data without permission in 2022 and when an unauthorized user accessed certain Cash App accounts in 2023 using recycled phone numbers that were linked to the accounts. Plaintiffs further allege that Block and Cash App Investing were negligent and breached other obligations to users when they failed to implement appropriate controls to prevent unauthorized access to and use of Cash App accounts and when they mishandled and failed to adequately resolve customer complaints regarding unauthorized and unintended transactions. Block and Cash App Investing contest these claims and deny that they did anything wrong.

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www.cashappsecuritysettlement.com, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, United States, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. If you have any questions contact class counsel at Nicholas Migliaccio - Migliaccio & Rathod LLP, info@classlawdc.com, William B. Federman - Federman & Sherwood, info@federmanlaw.com and Gary S. Graifman - Kantrowitz, Goldhamer & Graifman, P.C., cashappsettlement@kgglaw.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

ARE YOU INCLUDED? You might be. You are a member of the Settlement Class if you are a current or former customer of Block and/or Cash App Investing, or any of its affiliates, parents, or subsidiaries, and your personal information, Cash App account, or Cash App Investing account was accessed or obtained without your authorization, or if you otherwise had unauthorized, unintended or fraudulent

withdrawals or transfers of funds to or from, or a deficiency in the resolution of an error in, a Cash App account or any linked financial account from August 23, 2018 through the date of this Notice.

WHAT ARE THE SETTLEMENT BENEFITS? Block and Cash App Investing have agreed to establish a Settlement Fund of $15,000,000.00. Settlement Class Members who submit a valid claim will be reimbursed for Out-of-Pocket Losses, Lost Time, and Transaction Losses. All attorneys' fees and costs will also be paid from the Settlement Fund.

HOW CAN I FILE A CLAIM? The only way to file a claim is by filling out a Claim Form available if you:

- Visit the settlement website at www.cashappsecuritysettlement.com or
- Call 1-866-615-9740.

All claims must be filed *before* **November 18, 2024**.

WHAT ARE MY OTHER OPTIONS? If you do nothing and are a Settlement Class Member, you will remain in the Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Block and/or Cash App Investing for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **November 1, 2024**. If you stay in the Settlement, you may object to it by **November 1, 2024**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the settlement website below or call the phone number below for a copy of the more detailed notice.

WHEN WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? On December 16, 2024 at 9:30 a.m. PT, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of $5,000,000.00 and a service award of $2,500.00 for each Plaintiff. The motion for attorneys' fees will be posted on the settlement website after it is filed. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not have to.

For more information, call or visit the website below.

www.cashappsecuritysettlement.com	1-866-615-9740

Unsubscribe

Exhibit C

From: Cash App Security Settlement Administrator
<donotreply@cashappsecuritysettlement.com>

Subject: Reminder Notice of Class Action Settlement – *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC*

Notice ID: [Notice ID number]
Confirmation Code: [Confirmation code number]

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withdrawals or transfers of funds to or from, or a deficiency in the resolution of an error in, a Cash App account or any linked financial account from August 23, 2018 through the date of this Notice.

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All claims must be filed *before* **November 18, 2024**.

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For more information, call or visit the website below.

www.cashappsecuritysettlement.com	1-866-615-9740

Unsubscribe

Exhibit D

From: Cash App Security Settlement Administrator
<donotreply@cashappsecuritysettlement.com>

Subject: Supplemental Notice of Class Action Settlement – *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC*

Claim ID: [Notice ID number]
Confirmation Code: [Confirmation code number]

SUPPLEMENTAL NOTICE OF CLASS ACTION SETTLEMENT FOR CLAIMANTS WHO HAVE ALREADY SUBMITTED A CLAIM

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

As previously noted, a settlement has been reached in a class action lawsuit against Block, Inc. ("Block") and Cash App Investing, LLC ("Cash App Investing") that alleges that Block and Cash App Investing were negligent and breached other obligations to users when a former Cash App Investing employee accessed account data without permission in 2022 and when an unauthorized user accessed certain Cash App accounts in 2023 using recycled phone numbers that were linked to the accounts. Plaintiffs further allege that Block and Cash App Investing were negligent and breached other obligations to users when they failed to implement appropriate controls to prevent unauthorized access to and use of Cash App accounts and when they mishandled and failed to adequately resolve customer complaints regarding unauthorized and unintended transactions. Block and Cash App Investing contest these claims and deny that they did anything wrong.

This notice provides additional detail and clarification of certain aspects of the proposed settlement for claimants who have already made claims. For the precise terms of the settlement, including definitions of terms used in this notice, please see the settlement agreement available at www.cashappsecuritysettlement.com (Important Documents tab), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, United States, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. If you have any questions contact class counsel at Nicholas Migliaccio - Migliaccio & Rathod LLP, info@classlawdc.com, William B. Federman - Federman & Sherwood, info@federmanlaw.com and Gary S. Graifman - Kantrowitz, Goldhamer & Graifman, P.C., cashappsettlement@kgglaw.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

WHAT TYPES OF CLAIMS CAN CLASS MEMBERS MAKE? As set forth in the initial notice regarding the Settlement, Settlement Class Members may be entitled to Claimant Awards for Out-of-Pocket Losses, reimbursement of Lost Time, and Transaction Losses. Not all Settlement Class Members, however, will be entitled to all types of Claimant Awards. For example, only Settlement Class Members who experienced an Unauthorized Account Event are eligible to make claims for Transaction Losses.

WHAT IS AN UNAUTHORIZED ACCOUNT EVENT? An "Unauthorized Account Event" is defined in the Settlement Agreement as "any event where there was unauthorized access to, or unauthorized or fraudulent withdrawals or transfers to or from, a Settlement Class Member's Cash App or Cash App Investing account or any linked financial account" from September 23, 2018 through August 20, 2024.

In this definition:

(a) "unauthorized access to" means an occurrence where a third party (i.e., not the account holder) accessed the account holder's account without the account holder's permission or authority.

(b) "unauthorized withdrawal or transfer" means an occurrence where a third party (i.e., not the account holder) gained unauthorized access to an account holder's account and withdrew or transferred money without the account holder's permission or authority.

(c) "fraudulent withdrawal or transfer" means an occurrence where a third party used deceptive means to gain control of an account holder's account and used that control to withdraw or transfer money without the account holder's permission or authority.

Here are some examples of Unauthorized Account Events for which you can make a claim in this settlement:

- Someone stole your account credentials and used your Cash App account for a transaction without your consent.
- Someone hacked your Cash App account and used it for a transaction without your consent.
- Someone gained unauthorized access to one your devices and used that device to access your Cash App account and make a transaction without your consent.
- A fraudster posing as a Cash App customer service representative convinced you to allow them to take control of your account and sent money out of your account without your authorization.

Here are some examples of events that are *not* Unauthorized Account Events:

- You meant to send money to one person, but you accidentally sent it to someone else.
- You meant to send a certain amount of money to someone, but accidentally sent the wrong amount.
- You sent money for a good or service that you did not receive or you sent funds to a fraudster. (For instance, you bought a puppy but never received it.)
- You used Cash App to make a purchase and were not satisfied with what you received. (For instance, you bought a puppy but the puppy you received was the wrong breed.)

If the transaction you are making a claim about does not involve an Unauthorized Account Event but was an unintended transaction (e.g., you accidentally sent money to someone, or accidentally

sent money in the wrong amount), you cannot get Transaction Losses, but if you have concerns with how your claim was handled you may still seek compensation for the time you spent addressing the transaction ("Lost Time") and for any amounts you had to pay out of your own pocket as a result of the transaction, such as overage fees or phone fees or credit monitoring ("Out-of-Pocket Losses").

WHAT DO I NEED TO DO NEXT? If you have already filed a claim and you do not want to change or amend your claim, you do not have to do anything else. If you filed a claim and you want to seek relief that you did not originally claim or otherwise change your claim in some other way, you can submit a new Claim Form that will replace your original Claim Form. If you submitted any documentation with your original Claim Form, you should resubmit that documentation with your new Claim Form.

WHAT IF I ALREADY FILED A CLAIM BUT NOW WANT TO EXCLUDE MYSELF? If you already filed a Claim Form but now want to exclude yourself from the settlement, you can mail a written notice to the Settlement Administrator, postmarked on or before November 1, 2024. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement "I request that I be excluded from the Settlement Class in the case of *Salinas et al. v. Block, Inc. and Cash App Investing, LLC*. I am withdrawing the Claim Form I previously filed.".
- Be signed by you; and
- Be mailed to the Cash App Security Settlement Administrator, Attn: Exclusion, P.O. Box 58220, Philadelphia, PA 19102 postmarked on or before November 1, 2024.

IMPORTANT DATES. The current claim deadline is November 18, 2024, the current deadlines for objecting to the settlement and for seeking to exclude yourself from the settlement are both November 1, 2024, and the Court is currently scheduled to hold a Final Approval Hearing on December 16, 2024, to determine whether to approve the Settlement and Class Counsel's request for attorneys' fees, costs, and expenses. Any changes to these deadlines will be posted on the settlement website at https://www.cashappsecuritysettlement.com/home.

For more information, call or visit the website below.

www.cashappsecuritysettlement.com	1-866-615-9740

Unsubscribe

Exhibit E

If you had a Cash App or Cash App Investing account that was accessed without your authorization, or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018 through August 20, 2024, you could receive a payment from a class action settlement.

Submit a Claim Now

If you had a Cash App or Cash App Investing account that was accessed without your authorization, or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018 through August 20, 2024, you could receive a payment from a class action settlement.

Submit a Claim Now

23-SK Document 124-1 Filed 12/09/24

If you had a Cash App or Cash App Investing account that was accessed

20, 2024, you could receive a payment from a class action settlement.

If you had a Cash App or Cash App Investing account that was accessed without your authorization, or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018 through August 20, 2024, you could receive a payment from a class action settlement.

Submit a Claim Now

If you had a Cash App or Cash App Investing account that was accessed without your authorization, or had unauthorized or fraudulent withdrawals or transfers of funds between January 1, 2021 and August 23, 2024, and filed by August 20, 2024, you could receive a payment from a class action settlement.

823-SK Document 124-1 Filed 12/09/24

If you held a Coinbase or Coinbase Wallet investing account that was accessed without your authorization, or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018 through August 20, 2024, you could receive a payment from a class action settlement.

Submit a Claim Now

Exhibit F

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If you had a Cash App or Cash App Investing account that was accessed without your authorization or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018, through August 20, 2024, you could receive a payment from a class action settlement. Submit a claim now.



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If you had a Cash App or Cash App Investing account that was accessed without your authorization or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018, through August 20, 2024, you could receive a payment from a class action settlement. Submit a claim now.



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angeion_group If you had a Cash App or Cash App Investing account that was accessed without your authorization or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018, through August 20, 2024, you could receive a payment from a class action settlement. Submit a claim now.

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angeion_group If you had a Cash App or Cash App Investing account that was accessed without your authorization or had unauthorized or fraudulent withdrawals or transfers of funds to or from the account, from August 23, 2018, through August 20, 2024, you could receive a payment from a class action settlement. Submit a claim now.

Exhibit G

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www.cashappsecuritysettlement.com/

Cash App Security Settlement - Class Action Settlement

If you have a Cash App account and experienced unauthorized access to your account. You may be eligible to receive payment from a class action settlement. Service catalog: Case Info, Lawsuit Details, Hearing Info, Settlement Updates, Cash Refunds, Check Now!.

Contact Us · Home · Learn More · Submit Claim

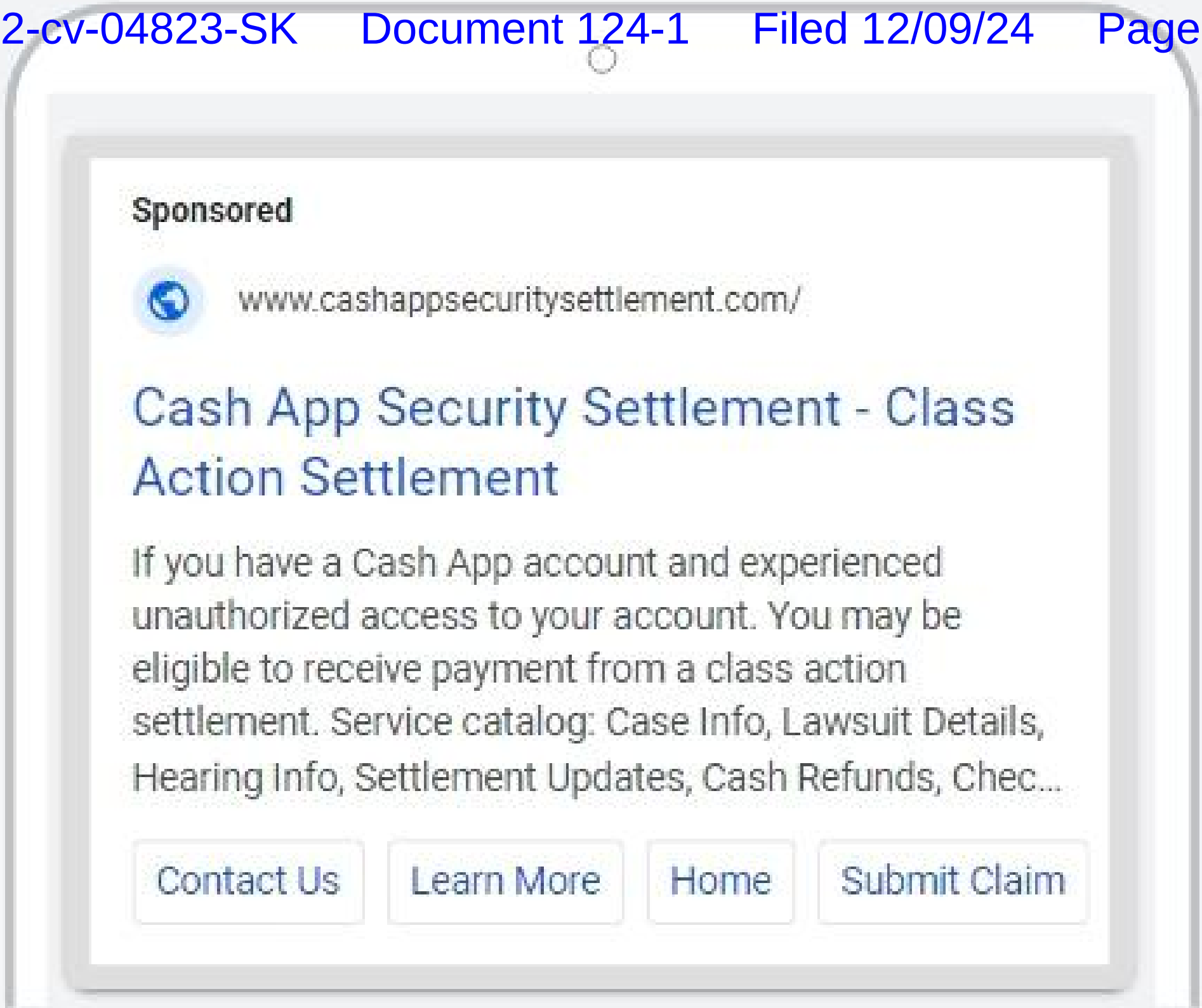

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If you have a Cash App account and experienced unauthorized access to your account. You may be eligible to receive payment from a class action settlement. Service catalog: Case Info, Lawsuit Details, Hearing Info, Settlement Updates, Cash Refunds, Chec...
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Exhibit H

Ex-trucker, 73, charged with murder

Man suspected in three 1977 California cold cases

James Powel and Dave Mason
USA TODAY NETWORK



From left, Port Hueneme Police Chief Michael Federico, Oxnard Police Chief Jason Benites, District Attorney Erik Nasarenko and Sheriff Jim Fryhoff take part in a news conference in Ventura, Calif., on Thursday, detailing three murder charges filed against a Mississippi man in a string of local cold cases from 1977. JUAN CARLO/USA TODAY NETWORK

The suspected killer in three Southern California cold cases from 1977 has been identified as a 73-year-old man and investigators believe there may be more victims, Ventura County authorities announced last week.

Warren Luther Alexander has been charged with three counts of first-degree murder for the deaths of three women in Ventura County, District Attorney Erik Nasarenko told reporters at a Thursday news conference.

"We do believe there are additional victims both locally and in other states," Nasarenko said.

Alexander, a former long-haul truck driver who grew up in Southern California, is accused of strangling Kimberly Carol Fritz, Lorraine Ann Rodriguez and Velvet Ann Sanchez, sex workers who were killed and found across Ventura County 47 years ago.

Alexander was extradited to California from North Carolina where he was being held on separate cold-case murder charges.

Murder suspect linked to case by DNA

Fritz was 18 when she died in Port Hueneme on May 29, 1977. Sanchez, 31, died in Oxnard on Sept. 8, 1977.

Rodriguez, 21, was found dead by sheriff's deputies on Dec. 27, 1977. She was discovered in an unincorporated area of the Oxnard Plains near the Laguna Road Bridge, DA's office spokesman Joey Buttitta said.

Evidence shows Alexander picked up all three for commercial sex, Nasarenko said. He added they frequented a shopping center in Oxnard and nearby hotels.

In February 2023, the Ventura County Sheriff's Cold Case Unit and Oxnard and Port Hueneme police departments began to reexamine the women's murders. DNA evidence had been collected from each crime scene and victim.

Nasarenko credited advances in DNA technology and a match with Alexander's DNA profile through a national database in 2023 as the breakthroughs that led to Alexander's arrest.

Cold case suspect may be linked to fourth victim

Investigators are looking closely at the strangulation death of Cassandra Lee Miller, who was found dead on Oct. 1, 1975, at the Surfside Motel in Port Hueneme, according to Narasenko.

"We are continuing to investigate whether that 1975 case is connected with the 1977 murders," Nasarenko said.

As early as February 1978, authorities shared the belief that all four deaths – the three Alexander is charged with and Miller's – had been connected.

"In my opinion, they're all by the same person except the last one," said Dr. Robert Kornblum, the coroner-medical examiner at the time, to a Ventura County Star reporter. Referring to Rodriguez, he said some of the evidence in her death was different than the other women's.

The District Attorney's Office, the Ventura County Sheriff's Office and Oxnard and Port Hueneme police departments are working with the FBI "to see where patterns emerge and hopefully solve additional crimes," Nasarenko said.

Murder suspect grew up in area

Alexander grew up in Oxnard in the 1950s and '60s and attended high school through his sophomore year.

"He was a cab driver and electrician with the Marine Corps. He returned to Oxnard in the 1970s," Nasarenko said.

Alexander worked as a long-haul, cross-country truck driver from the 1970s through the early 1990s, the district attorney added.

Alexander lived in Diamondhead, Mississippi, before facing murder charges stemming from a 1992 cold case in Surry County, North Carolina, that also involved strangulation of a woman, this one left on the side of a highway, Nasarenko said.

What's next in the court proceedings?

The district attorney said he will not seek the death penalty for Alexander because doing so would require more time. Instead, Nasarenko said he's seeking life in prison without the possibility of parole.

"Witnesses are aging," he said.

The need to proceed efficiently and quickly is also why Surry County, North Carolina, despite its own murder charges, agreed to California Gov. Gavin Newsom's extradition request, Nasarenko said.

Alexander's arraignment began Wednesday morning in Ventura County Superior Court and was continued to 9 a.m. Aug. 21. He is being held in Ventura County Jail without bail.

James Powel reports for USA TODAY and Dave Mason reports for the Ventura County Star.



Officials recovered the body of a missing Leticia A. Castillo, 20, of Albuquerque, N.M., at the Grand Canyon on Thursday, following a multi-day search. Her death marked the third reported death in the national park in one week.
PROVIDED BY GRAND CANYON NATIONAL PARK

Body recovered at Grand Canyon marks the third death at park in a week

Natalie Neysa Alund
USA TODAY

Officials have recovered the body of a missing 20-year-old woman at the Grand Canyon after a dayslong search.

The discovery marked the third reported death in the national park in one week.

The body of Leticia A. Castillo, of Albuquerque, New Mexico, was discovered Thursday below Twin Overlooks along Desert View Drive, Grand Canyon National Park officials posted on Facebook.

Park rangers recovered her body about 150 feet below the rim and took the remains to the Coconino County Medical Examiner's Office, where they were positively identified, park officials reported.

The medical examiner's office will determine the official cause and manner of death.

Since July 31, the Grand Canyon Search and Rescue team has recovered three bodies at the park.

"Despite facing inclement weather and hazardous terrain, the team has undertaken significant risks to complete these missions," officials wrote on the Grand Canyon National Park page.

On Aug. 1, the Grand Canyon Regional Communications Center received a report of a visitor who had attempted a BASE jump from Yavapai Point. Park rangers found Justin Guthrie of St. Anne, Missouri, about 500 feet below the rim, along with his deployed parachute. He was pronounced dead at the scene.

His body was taken to the rim by helicopter and transferred to the Coconino County Medical Examiner's Office, which positively identified him.

One day earlier, Abel Joseph Mejia, 20, fell 400 feet to his death after standing too close to the edge of the rim. Mejia's death was ruled accidental, according to a park service news release. Mejia was pronounced dead at the scene.

Contributing: Amaris Encinas

LEGAL NOTICE

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Taking kids on food tour helps dig into city

Kate Loweth
FamilyVacationist.com



On the Puerto Vallarta food tour we took, we cooled down with paletas.
PROVIDED BY KATE LOWETH

Arriving in a new city can be a little overwhelming, especially when traveling with kids. Should you hit the touristy spots? Lean into the history of a location? No matter how much research you do in advance, it can take a lot of work to get your bearings, especially when you add in jet lag after a long day of travel.

I've taken my three kids all over the world, and our favorite way to experience a new city is with a food tour. When I started booking these, I was looking for something active, and the food bribery seemed like a good motivator. It's often hard to find activities that all three of my kids will enjoy, and food tours appeared to be the ticket. Bonus: I enjoy them too!

Experiencing a city's food culture is a great way to learn its traditions and customs. But on our own, we tend to gravitate toward familiar foods instead of trying something new. Not to mention the language barrier means we miss a lot on menus. That's where a food tour really shines. It's a great way to have a local guide show you the ropes and explain the foods you're trying. Here are some of the reasons I love taking my kids on food tours.

You'll visit under-the-radar spots, skip the line at popular spots

A typical food tour starts with meeting your tour guide and roaming a new city's streets. You can expect to try well-known foods, like crepes in Paris and po' boys in New Orleans, as well as as-yet-unknown-to-you creations like wild boar salami and powdered sugar-topped dunes blanches.

I appreciate how seamless these tours are. The tour guide arranges our arrival with the business, so the food is ready as soon as we arrive. This is great for families because kids aren't particularly good at waiting in line, even with the promise of something tasty. On a doughnut tour in Seattle, there was a long line when we arrived at Daily Dozen Doughnut Co. in Pike Place Market. Our tour guide went right to the front and got us our doughnuts without waiting more than a few minutes. We enjoyed them on the go while we explored the nearby Gum Wall (a disgusting kid favorite).

While you're eating, the tour guide will share interesting facts about the business you are visiting and its place in the city's food scene. In New Orleans, a visit to Coronet had us tasting gumbo and learning about the difference between Cajun and Creole cuisines. A stop at a bakery in Bordeaux led to a discussion about the region's wine influence and how it led to the creation of the canalés the city is famous for. This incorporated learning works well for kids and adults alike.

Kids are more likely to try new foods on tours

I've found that when I take these food tours with my kids, they are much more likely to try foods that they typically would turn their noses up at. Is it peer pressure? The need to impress our helpful guide? Whatever the reason, I'm always excited when they willingly try unique foods like escargot and blood sausage. I was especially impressed when my 8-year-old declared "This smells like truffles!" when we sampled cheese in Paris. And he was right!

Someone else does all the planning

As the family travel planner, I usually book the excursions, choose the hotel and make the restaurant reservations. Food tours allow me to leave the planning and organization to someone else. We just show up and follow our guide to taco stands, meat markets and beignet bakeries.

When we were in Portland, Oregon, last summer, I knew I wanted to visit some of the food truck pods the city is known for. As I started planning where we'd go, I realized they were spread throughout the city, and we hadn't rented a car. The solution: a biking food tour.

We met up with our biking tour guide and got fitted for bikes and helmets before we set off to our first stop, a coffee shop. Here, we sipped on iced ube lattes and learned about the city's strong biking culture and the many safety elements we'd see when biking through the city. We stopped at a lovely rose garden to discuss Portland's designation as the City of Roses, and then headed to our first food truck pod for breakfast burritos.

I was surprised when my teens asked our guide about Portland's urban sprawl and gentrification, but this further supported my love for all food tours as they engage kids' curiosity and offer access to locals who can provide information on a city that I cannot.

Food tours offer a bit of local history along the way

If your family is really into history, you can find a history tour in most new cities you visit. But I like food tours because they offer tidbits of history sprinkled throughout the tour as part of the whole experience.

On a Paris food tour, we stopped for a short break to fill our water bottles at one of the city's Wallace fountains. Even though we'd been in the city for a few days, none of us realized that there was a freshwater source on many street corners. Our guide told us that Sir Richard Wallace gifted these ornate cast iron drinking fountains to the city as philanthropy when fresh drinking water wasn't readily available. They still flow today!

Tour guides are good sources for recommendations beyond the tour

The guides on food tours really want you to have a fantastic experience in their city, which goes beyond what they offer on the tour itself. In Lisbon, our tour guide assisted us in getting a reservation for a fado music performance with dinner for the next day. Our Paris tour guide gave us his number and sent a list of recommended restaurants via WhatsApp. It's very helpful to have these connections in a new city, should you need it.

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Tips for taking a food tour

- Book your tour early in your trip so you can take advantage of your guide's recommendations for the remainder of your stay.
- Wear comfortable walking shoes, and bring water and sunscreen.
- Come hungry! You'll be trying lots of different foods along the way, and you don't want to hit your limit too early.
- Be open to trying new things.
- Tip your guide for a job well done.

ASK HUMAN RESOURCES

Should an employee be allowed to resign instead of being fired?



Johnny C. Taylor
Columnist
USA TODAY

Johnny C. Taylor Jr. tackles your human resources questions as part of a series for USA TODAY. Taylor is president and CEO of the Society for Human Resource Management, the world's largest HR professional society and author of "Reset: A Leader's Guide to Work in an Age of Upheaval."

Question: A friend of mine was recently allowed to resign from her job instead of being terminated. I run a small business and have had to terminate employees for various reasons. Are there instances where allowing an employee designated for termination to resign is preferable? – Davison

Answer: Termination is never an easy task, but handling it the right way can preserve the best possible path forward for both the employer and employee. Allowing an employee designated for termination to resign voluntarily can be preferable in certain situations. This approach, known as "resignation in lieu of termination," can offer a more dignified exit for the employee and potentially reduce legal risks for the employer.

If the termination is not due to gross misconduct or a major policy violation, offering the option to resign can be a respectful alternative. This approach is suitable for cases involving failure to meet performance or productivity standards. Also, offering a resignation option can help mitigate the risk of legal action and, depending upon your state law, may absolve employers from their responsibility to provide unemployment benefits.

Always plan how you will handle reference-checking inquiries from other potential employers. Consistency in your responses is crucial to avoid any legal complications.

I work at a manufacturing assembly plant. The component assembly table at my workstation should be adjustable for the operator's height. Unfortunately, it has been stuck for months and causes discomfort for me and another operator. Are my employers obligated to provide and maintain ergonomically correct equipment? – Donovan

Though the Occupational Safety and Health Act regulations do not specifically require that employers provide ergonomic equipment, they require employers to ensure a safe and healthy workplace. That includes addressing ergonomic hazards, which can lead to musculoskeletal disorders and other injuries.

According to the Occupational Safety and Health Administration, employers must maintain a workplace free from recognized serious hazards, including ergonomic ones. This means they must address issues that could cause discomfort or injury, such as malfunctioning equipment.

Common ergonomic risk factors include repetitive tasks, awkward postures, heavy lifting and reaching overhead. In your case, a non-adjustable table could lead to such risks, potentially causing musculoskeletal disorders.

Here are some steps you can take to address your workstation malfunction:

- **Report the issue:** Inform your supervisor or human resources department about the problem. Document any discomfort and potential hazards you and the other operator are experiencing.
- **Request an ergonomic assessment:** Ask for an ergonomic assessment of your workstation. This assessment can identify risk factors and suggest adjustments or equipment changes to improve safety and comfort.
- **Propose solutions:** Suggest potential solutions, such as repairing the adjustable table, replacing it with a new one, or providing other ergonomic tools or equipment to help mitigate the risks.
- **Refer to OSHA guidelines:** Point out that OSHA encourages employers to implement programs and measures to reduce ergonomic hazards.

Some states have their own occupational safety and health laws. Ensure your employer complies with applicable state-specific regulations. If an employer fails to address recognized ergonomic hazards, OSHA can cite the employer under the General Duty Clause or issue ergonomic hazard letters.

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‘Eco-right’ speaks out on wind, solar

Conservatives back clean energy

Elizabeth Weise
USA TODAY



Attendees listen to a panel at the Conservative Energy Network, which held its first national summit in Houston Aug. 19-21. The non-profit is a national network of state-based organizations focused on promoting clean energy innovation rooted in conservative values.
PROVIDED BY CONSERVATIVE ENERGY NETWORK

HOUSTON – Green lawns and trees shimmered in 100-degree heat at the Houstonian resort last week as an unexpected gathering got underway.

Inside, the smell of BBQ hung in the air and a ballroom resounded with praise for Donald Trump, admiration of America’s heartland and a love of conservative values.

Also solar power. And wind turbines. And nuclear energy.

“Clean is right,” said John Szoka, smiling at the play on words.

He’s the CEO of the Conservative Energy Network, sponsor of last week’s Conservative Energy Summit in Houston. Founded in 2016, this year for the first time it brought together more than 200 people from around the country to discuss how best to champion energy sources they believe will restore American energy leadership, save people money, create jobs and secure the power grid.

While conservative voices have never been absent from discussions around clean energy, the network is part of a new “eco-right” that’s emerged to make a conservative case for climate work or at least carbon-neutral energy.

And that doesn’t necessarily mean believing in climate change, speakers said. Anyone who supports free markets can see that cheap, renewable energy is the future – and there’s money to be made for those who embrace it, the group believes.

“The folks making money from renewable energy projects are conservative and Republican,” said Drew Christensen, senior director of public engagement at Apex Clean Energy in Virginia and a former Republican representative from Minnesota.

Speaker after speaker argued that free market competition, consumer choice, private property rights and cutting government overregulation are fundamentally Republican values. If those principles prevail, clean energy will thrive in the U.S., they believe.

“We need to get the politics out of the energy business,” said Pat Wood of the Hunt Energy Network in Dallas.

For America to continue to produce this cheap, abundant power that just happens to be renewable, conservatives have to embrace it – because almost all clean energy projects are developed in Republican districts, said Mark Stover, executive director of the Texas Solar Power Association.

“In rural, red areas, we’ve got to repudiate the feeling that Democrats are trying to force clean energy projects down our throats,” said Marshall Conrad, vice president of government relations at Strata Clean Energy in North Carolina.

Does it matter who’s in the White House?

Looming, but unspoken in the room, was the upcoming presidential election. Most of the organizations present, including the Conservative Energy Network, are nonprofits that cannot take political positions.

But they did address, obliquely, the fact that the Republican nominee Trump publicly says he hates wind turbines and generally opposes renewable energy, which he claims is too costly and inefficient.

“No matter who wins, we’ll continue to do this work because where we’re focused isn’t national policy, it’s down at the state and local level,” said Szoka.

Looking to the future, conservatives need to get on board because if newer, cheaper forms of power are dismissed it’s going to affect elections, said John Berger, president and CEO of Sunnova Energy in Houston.

“People are starting to get angry. Power bills in some areas are greater than mortgage payments,” he said. “We need to address these issues – ratepayers are also called voters.”

Renewable energy isn’t only a liberal cause

Ten years ago renewable energy wasn’t a partisan issue, said Christensen. When George W. Bush was governor of Texas in 1999 and deregulated the state’s power market, he specifically included renewable power goals, which his successor Rick Perry doubled down on. Texas became a wind, and later solar, powerhouse.

“Today, every single thing is either red-coated or blue-coated, everything has a partisan angle,” he said.

The shift has been dramatic. Strong support for government efforts to develop clean energy has plummeted over the past five or so years among conservative Republicans, from 54% to 24% and from 70% to 49% among moderate Republicans, data from a Yale/George Mason University survey this spring showed.

“It’s not surprising the support for clean energy has fallen sharply among Republicans in recent years given that Trump and Fox News relentlessly trash talk it,” said Edward Maibach, an expert on climate communications at George Mason University’s Center for Climate Change Communication who co-led the survey.

Conservative Energy Network came into existence to help provide an alternative view of renewable energy at the state and county level, organizers say.

“I want to make electricity boring again,” said Stover.

“Let’s have adult conversations about electricity. It’s not, ‘You’re in wind and solar, you’re bad,’ or ‘You’re in coal and oil, you’re good.’”

The network works in the towns and counties where zoning decisions are made and where renewables are being blocked.

A USA TODAY analysis published in February found that at least 15% of counties in the U.S. have effectively halted new utility-scale wind, solar, or both.

To help reclaim energy independence as a conservative stance, Conservative Energy Network and offshoots, including the Land & Liberty Coalition, work at the micro level, spending time not just in state capitals but also in churches, county fairs, zoning commissions and county council meetings to preach a rock-ribbed Republican message about something locals often see as liberal stupidity.

They have an “all of the above” attitude to energy. Topics at the summit included geothermal and nuclear power, hydrogen hubs and industrial carbon capture.

“You need a trusted, conservative voice to go in there and tell them the truth, get beyond all the misinformation they’re seeing,” said Szoka, who spent ten years as a Republican state legislator in South Carolina. “We’re that voice.”

Not every Republican sees renewables as a lefty plot. Surveys show that Republicans support not just more oil and gas drilling, but also more solar (70%) and wind (60%.)

Take the solar customer in Pahrump, Nevada, that Drew Bond of the Conservative Coalition for Climate Solutions recently visited.

“This guy is a Vietnam veteran, lives in the middle of the desert, has solar on his roof, drives a diesel truck and a Chevy Bolt and he had a Trump bandana on,” Bond said.

The take-home message? “We need to stop putting people in boxes.”

It was a message that pleased more liberal-leaning groups.

Colin Leyden of the Environmental Defense Fund spoke at the conference. While the fund gets categorized as liberal, he said they’ve actually had a long history of endorsing candidates on the right. But in recent years it’s been a struggle to find Republican candidates to endorse.

“I’m happy to hear that you’re seeing an evolution of the climate conversation on the right,” he said.

He also acknowledged that the left needs to be more honest about the trade-offs of wind and solar demand. There are frequent complaints about the land they take up and the fact that it’s almost all in rural and agricultural areas.

“We talk about climate denial, but there’s also tradeoff denial,” he said.

Fighting against misinformation and for free markets

The Conservative Energy Network works in the trenches across 25 states. That includes championing the property rights of farmers and ranchers to build solar or wind on their property, fighting over-regulation and getting power projects built that bring significant revenue to rural communities without raising taxes, said Bradley Pischea, national director of the Land & Liberty Coalition.

They also spend time fighting misinformation about new kinds of energy as online posts claim (wrongly) that wind turbines make people sick, solar panels drip poison into the soil, offshore wind kills whales and high voltage transmission lines cause cancer.

“If there was one thing I could do to support renewable energy it would be to wipe Facebook off the face of the Earth,” said Stover.

It takes a conservative voice to refute the lies, said Szoka. Send someone from Greenpeace to a county council meeting in Kansas and nothing they say is going to be listened to. Send out someone who has spent a dozen years working on anti-abortion issues or gun rights or tax cuts and they’re harder to ignore.

Sometimes being part of the “eco-right” means taking left-of-center money, said Szoka. The organization receives funding from energy companies but also from philanthropic groups such as the MacArthur Foundation, Argosy, McKnight and the Rockefeller Brothers Fund.

“While CEN does not necessarily agree with the politics of all of its donors, we do agree on the need for a clean energy transition and CEN wants to ensure America’s global leadership and economic dominance in that transition,” he said.

In the end, consumers always go with the cheapest power, which today means wind and solar, said John Berger, president of Sunnova Energy in Houston.

“Costs will fall, prices will fall and guess what? We’ll solve the climate crisis,” he said. “Government needs to get out of the way of the power sector and unleash the technologies that can bring this about.”

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Puerto Rican distillery turns into pioneer

Success follows after becoming 1st on island to grow own sugarcane

Chloe Kim
USA TODAY



San Juan Artisan Distillers is about 22 miles west of San Juan in Vega Alta. PHOTOS BY CHLOE KIM/USA TODAY

A trip to the idyllic island of Puerto Rico may include a tour of the popular Bacardi distillery just across the bay from the iconic Old San Juan area.

It's natural that when visiting the place responsible for producing more than 70% of the rum sold in the U.S., you would immediately think of Bacardi, the largest rum distillery in the world.

Outside of rum-producing megacorporations like Bacardi or Don Q (produced in the southern town of Ponce), there has been a resurgence of small, artisanal brands.

With just a bit more planning, you can venture off the beaten path and discover a unique rum and distillery experience.

About 22 miles west of San Juan in Vega Alta is San Juan Artisan Distillers (SJAD), the first and only Puerto Rican distillery growing its own sugarcane and producing its own rum. After the Great Recession, founder and president José "Pepe" Álvarez, originally in the agriculture industry, thought it was time to try something different.

His son and head distiller, José Roberto Álvarez, explained: "There had been a long history in Puerto Rico of sugarcane planting. We exported sugar all over the world."

Though the sugarcane industry collapsed by the 2000s, Puerto Rico "used to be covered in sugarcane farms."

"There even was a train that went around the island, picking up sugarcane from the farms and taking it to the sugar mills. So, it's a very nostalgic and cultural aspect of our heritage that completely disappeared," Álvarez said.

Their goal was to create a higher-quality product by sourcing it from sugarcane juice, a French style of making rum.

As operations took in 2017, tragedy struck when Hurricane Maria demolished 50 to 70 acres of their sugarcane farm. With that setback, in the interim, they launched their Tres Clavos brand – originally using sourced rum from the Dominican Republic following Maria, but using locally sourced fruit – which is inspired by chichaíto (Puerto Rican moonshine).

Once back on their feet, the Tres Clavos brand became a Caribbean blended rum as they started using half of their own rum and half from the Dominican Republic.

When the sugarcane farms recovered, they were able to launch their Ron Pepón brand, made completely from their own sugarcane juice, which has a grassy, fruity and "more funky" flavor profile than rum that is widely traditional on the island.

Álvarez says American culture is also much more familiar with rum made from molasses or sugar, which highlights more caramel and vanilla notes.

Disposing of the waste after making rum from molasses or sugar is also more difficult, costly and harmful to the environment than disposing of used sugarcane juice.



San Juan Artisan Distillers' Ron Pepón brand has a grassy, fruity and "more funky" flavor profile than other rum.

Tour guide Alejandra Torres Zayas explained that historically, producers would dispose of the waste into the ocean, not realizing the environmental hazard. Now, there are government-approved ways to dispose of it, but because of SJAD's method, they are able to put it back in the land and use it as fertilizer.

Their efforts have been paying off. SJAD's Ron Agrícole earned a gold medal at the Fifty Best White Rums 2021 and double gold in 2022.

Those who do make the visit outside of San Juan to the distillery see firsthand the "family vibe" and "personal attention," Álvarez believes.

"People really like to see the whole picture, the farm, the milling, the distillery, the manufacturing," Álvarez said.

People always "arrive happy and leave happier."

ASK HUMAN RESOURCES

How can a returnship help me reenter the workforce?



Johnny C. Taylor
Columnist
USA TODAY

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Question: I've been on hiatus from my career as a marketing manager and am looking to return to work. Several people have recommended that I look into "returnships." What are returnships, and how well do they work? –Broderick

Answer: It's fantastic that you're considering a return to your marketing career! Reentering the workforce after a break can be daunting, but returnships offer a structured and supportive way to transition back in.

A returnship is essentially a professional internship designed for experienced individuals who have taken a career break. It's a structured program providing opportunities to refresh your skills, learn new technologies, and reconnect with the professional world. Think of it as a bridge between your previous career and your next chapter.

Many companies recognize the value of returnships, so these programs are offered across various industries, and there are plenty of success stories. For example, Mastercard has seen significant success in converting returnship participants into full-time employees. This demonstrates the effectiveness of these programs for both individuals and organizations.

Returnships typically last a few months and involve hands-on work, mentorship, and professional development. While some returnships are paid, others are unpaid but often lead to full-time positions. The primary goal is to provide a smooth reentry into the workforce and help you regain your professional footing.

For individuals such as yourself, returnships can be a game changer. They offer a chance to update your skills, network with industry professionals, and build confidence. By participating in a returnship, you can demonstrate your value to potential employers and increase your chances of securing a fulfilling new role.

As I navigate my career path, I've noticed that some people have found success by leveraging a targeted social media approach. This has piqued my interest, and I'm eager to learn more about using social media to create job opportunities and advance my career. How can I best do this? – Kai

Social media has undeniably transformed the career landscape. It's no longer just a platform for personal connections; it's a powerful tool for career advancement. Let's explore how you can harness its potential to propel your career forward:

- **Build a strong online presence**: Create a compelling professional profile on platforms such as LinkedIn. Your profile should be a digital resume showcasing your skills, experience and goals. Use a professional headshot and write a concise, engaging summary highlighting your unique value proposition.
- **Engage with your industry:** Join industry-specific groups, follow influential professionals, and track key industry topics. Share valuable content, participate in discussions, and demonstrate your expertise. This helps you establish yourself as a thought leader and expands your network.
- **Network strategically:** Connect with people in your desired industry, from colleagues to potential employers.
- **Job search and research:** Use social media to discover job opportunities, research companies, and learn about industry trends.
- **Maintain a professional image:** Remember, your online presence reflects your professional brand. Be mindful of what you share on social media.

By strategically using social media, you can significantly enhance your career prospects.

LEGAL NOTICE

NOTICE OF CLASS ACTION SETTLEMENT

You may be eligible for cash payment from a class action settlement involving Block, Inc. and Cash App Investing, LLC but you need to act.

A court authorized this Notice.
This is not spam, an advertisement, or a lawyer solicitation.

Si desea recibir esta notificación en español, llámenos o visite www.cashappsecuritysettlement.com

A settlement has been reached in a class action lawsuit against Block, Inc. ("Block") and Cash App Investing, LLC ("Cash App Investing") that alleges that Block and Cash App Investing were negligent and breached other obligations to users when a former Cash App Investing employee accessed account data without permission in 2022 and when an unauthorized user accessed certain Cash App accounts in 2023 using recycled phone numbers that were linked to the accounts. Plaintiffs further allege that Block and Cash App Investing were negligent and breached other obligations to users when they failed to implement appropriate controls to prevent unauthorized access to and use of Cash App accounts and when they mishandled and failed to adequately resolve customer complaints regarding unauthorized and unintended transactions. Block and Cash App Investing contest these claims and deny that they did anything wrong.

Are You Included?
You might be. You are a member of the Settlement Class if you are a current or former customer of Block and/or Cash App Investing, or any of its affiliates, parents, or subsidiaries, and your personal information, Cash App account, or Cash App Investing account was accessed or obtained without your authorization, or if you otherwise had unauthorized, unintended or fraudulent withdrawals or transfers of funds to or from, or a deficiency in the resolution of an error in, a Cash App.

What Are the Settlement Benefits?
Block and Cash App Investing have agreed to establish a Settlement Fund of $15,000,000.00. Settlement Class Members who submit a valid claim will be reimbursed for Out-of-Pocket Losses, Lost Time, and Transaction Losses. All attorneys' fees and costs will also be paid from the Settlement Fund.

How Can I File A Claim?
The only way to file a claim is by filling out a Claim Form by visiting the settlement website at www.cashappsecuritysettlement.com or requesting a Claim Form by calling 1-866-615-9740. All claims must be filed *before* **November 18, 2024**.

What Are My Other Options?
If you do nothing and are a Settlement Class Member, you will remain in the Class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue Block and/or Cash App Investing for the claims resolved by this Settlement. If you do not want to be legally bound by the Settlement, you must exclude yourself by **November 1, 2024**. If you stay in the Settlement, you may object to it by **November 1, 2024**. A more detailed notice is available to explain how to exclude yourself or object. Please visit the settlement website below or call the phone number below for a copy of the more detailed notice.

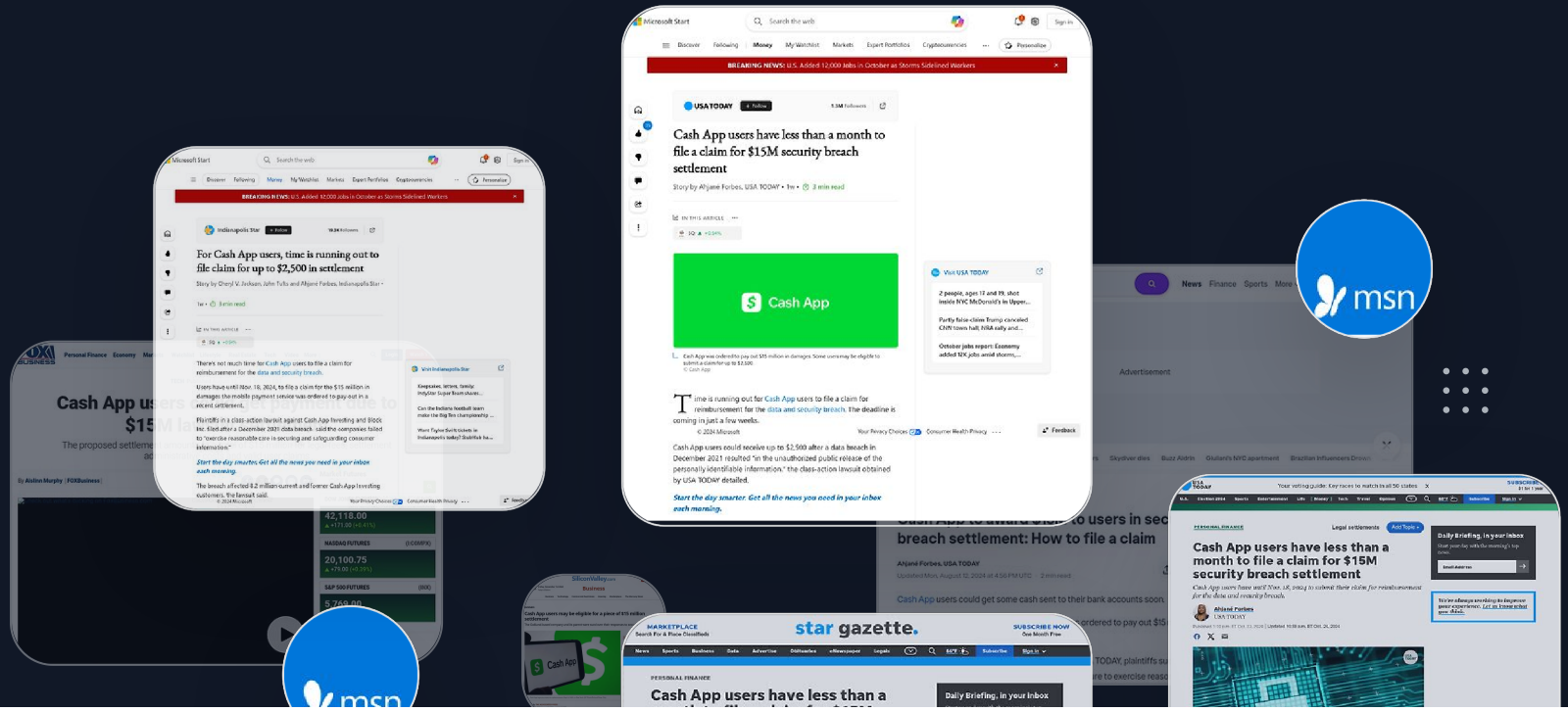
When Will the Court Decide Whether to Approve the Settlement?
On **December 16, 2024**, the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses of $5,000,000.00 and a service award of $2,500.00 for each Plaintiff. The motion for attorneys' fees will be posted on the settlement website after it is filed. You or your own lawyer may ask to appear and speak at the hearing at your own cost, but you do not have to.

How Do I Get More Information?
This notice is only a summary. For the precise terms of the settlement, please see the settlement agreement available at www.cashappsecuritysettlement.com, or contact the Settlement Administrator via email at info@cashappsecuritysettlement.com, by phone 1-866-615-9740 or by mailing Cash App Security Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Exhibit I

Salinas, et al. v. Block, Inc. and Cash App Investing, LLC

Case No. 22-cv-04823



Contents

Summary 3

Highlights 5

Coverage 9

Summary

561
Pieces of Coverage

Total number of online, offline and social clips in this book

29.8M
Estimated Views

Prediction of lifetime views of coverage, based on audience reach & engagement rate on social

1.3B
Audience

Combined total of publication-wide audience figures for all outlets featuring coverage

120K
Engagements

Combined total of likes, comments and shares on social media platforms

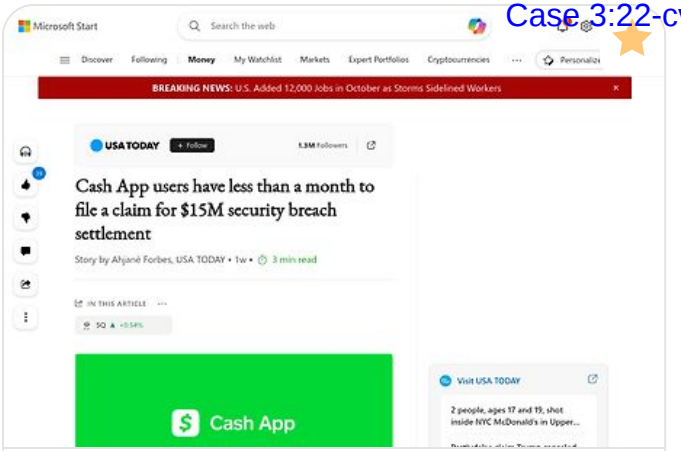
755
Twitter Shares

Number of times the online articles have been shared on Twitter

119K
Facebook Shares

Number of times the online articles have been shared on Facebook

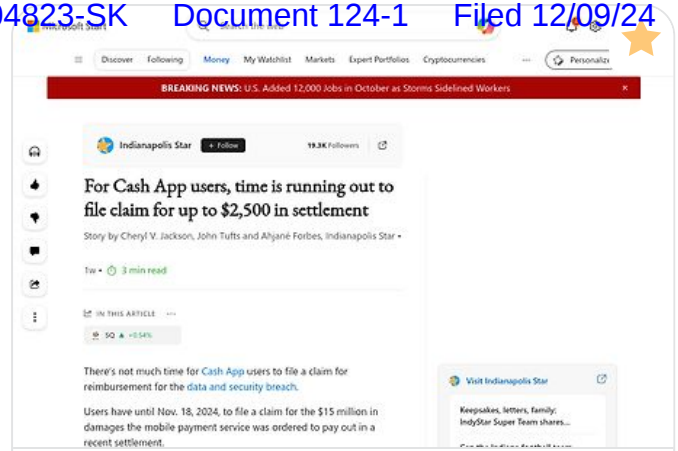
Highlights



MSN

Cash App users have less than a month to file a claim for $15M security breach...

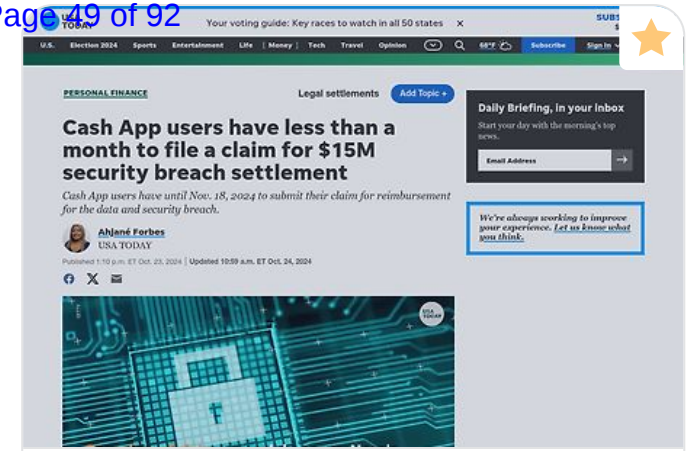
122M 527K



MSN

For Cash App users, time is running out to file claim for up to $2,500 in settlement

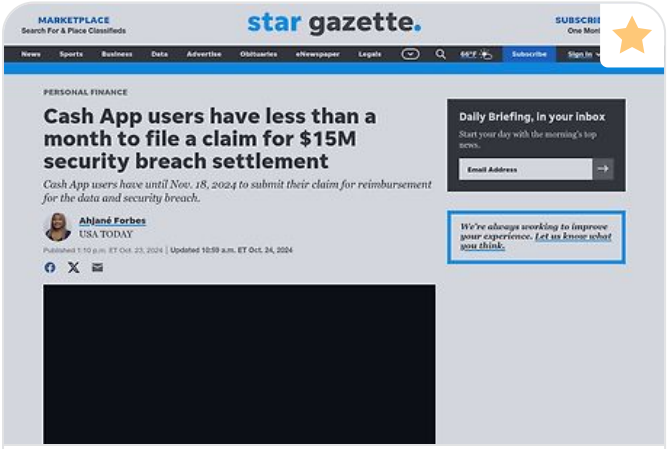
122M 527K



USA TODAY

Cash App users have less than a month to file a claim for $15M security breach...

85.7M 164K 909



Star-Gazette

Cash App users have less than a month to file a claim for $15M security breach...

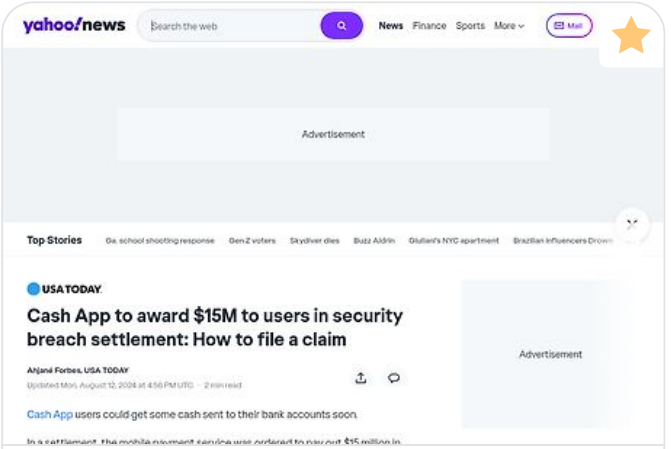
63.1K



Fox Business

Cash App users could get payment due to $15M lawsuit settlement

10.3M 51.5K 84



Yahoo | Mail, Weather, Search, Polit...

Cash App to award $15M to users in security breach settlement: How to file a...

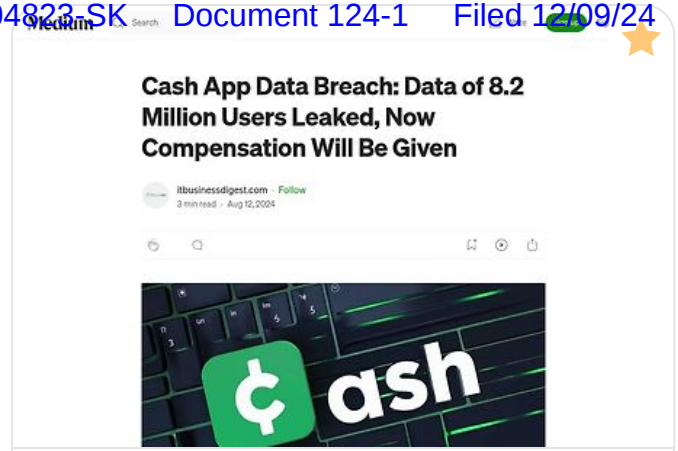
405M 2.54M



Silicon Valley

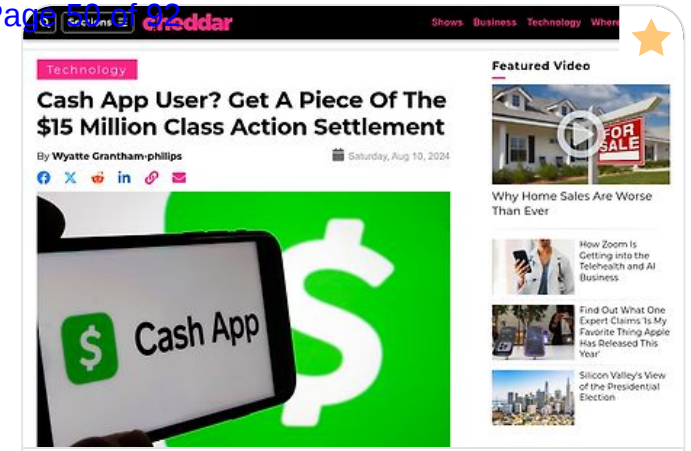
Cash App users may be eligible for a piece of $15 million settlement

130K 850



Medium

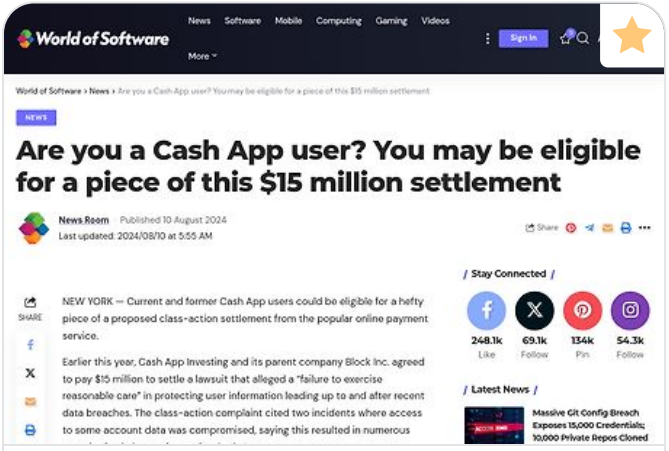
Cash App Data Breach: Data of 8.2 Million Users Leaked, Now Compensation Will B...



Cheddar

Cash App User? Get A Piece Of The $15 Million Class Action Settlement

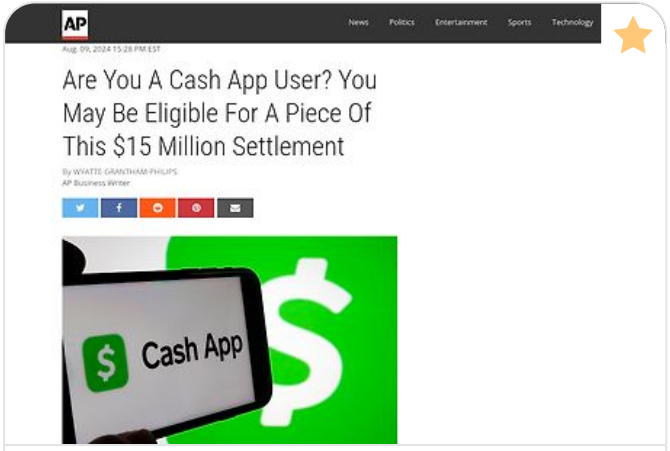
72.6K 360 42



World of Software

Are You A Cash App User? You May Be Eligible For A Piece Of This $15 Million...

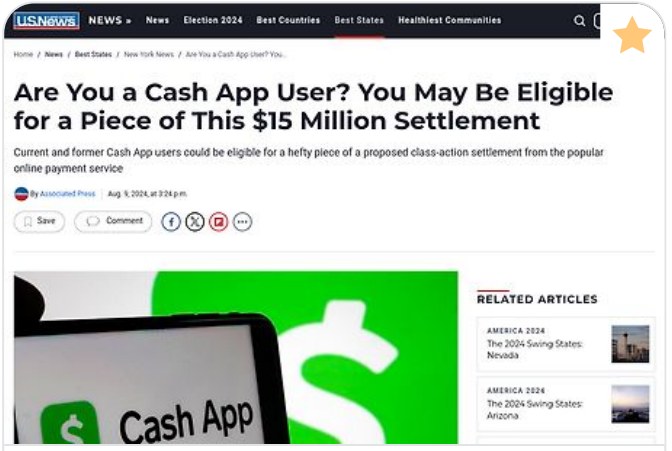
3.81K 38



Hosted

Are you a Cash App user? You may be eligible for a piece of this $15 million...

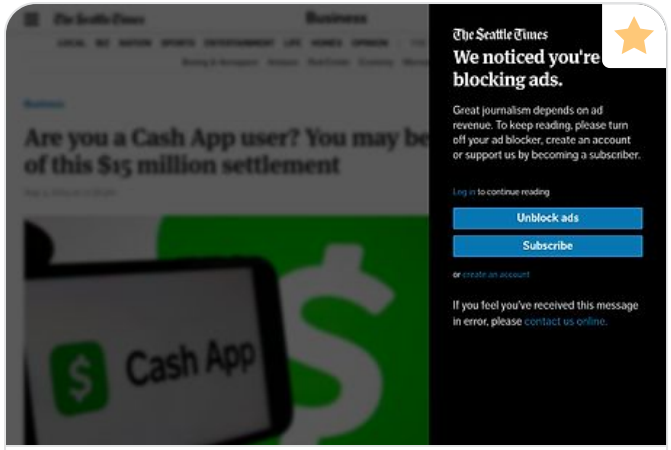
42.1K 118



U.S. News & World Report: News, R...

Are You a Cash App User? You May Be Eligible for a Piece of This $15 Million...

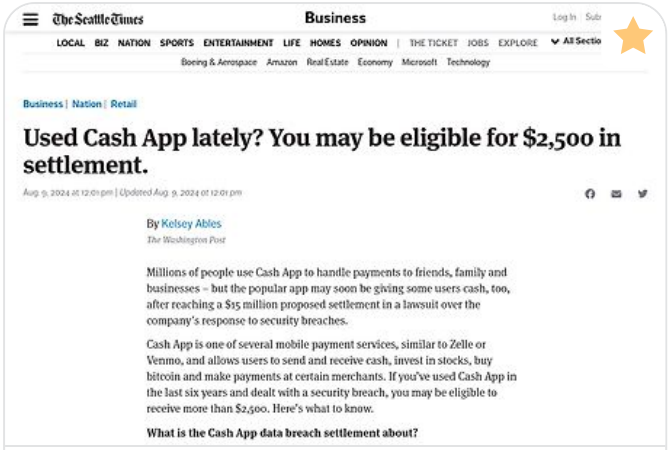
28.1M 49K



The Seattle Times | Local news, sp...

Are you a Cash App user? You may be eligible for a piece of this $15 million...

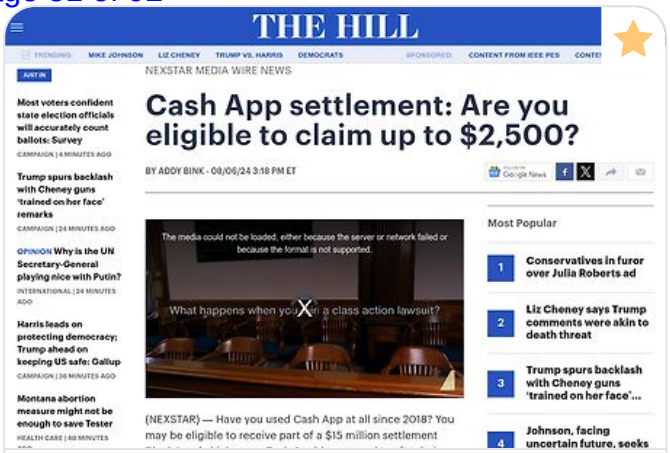
5.19M 16.7K



The Seattle Times | Local news, sp...

Used Cash App lately? You may be eligible for $2,500 in settlement.

5.19M 16.7K



The Hill

Access to this page has been denied

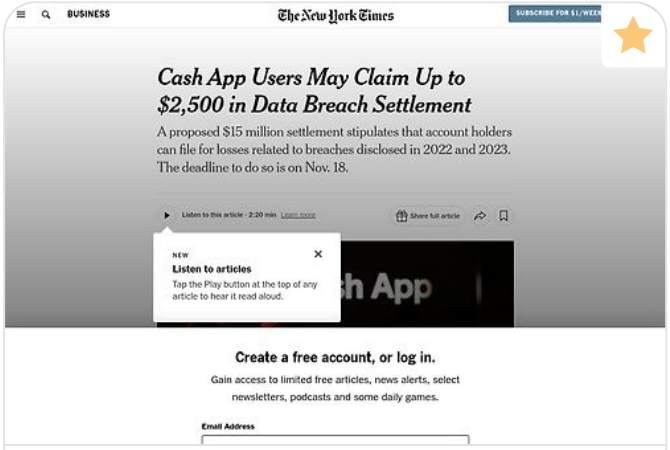
15.6M 48K 1



Washington Post

Used Cash App lately? You may be eligible for $2,500 in settlement.

47M 105K



The New York Times - Breaking Ne...

Cash App Users May Claim Up to $2,500 in Data Breach Settlement

154M 382K 205

The New York Times - Breaking News, US News, World News and Videos

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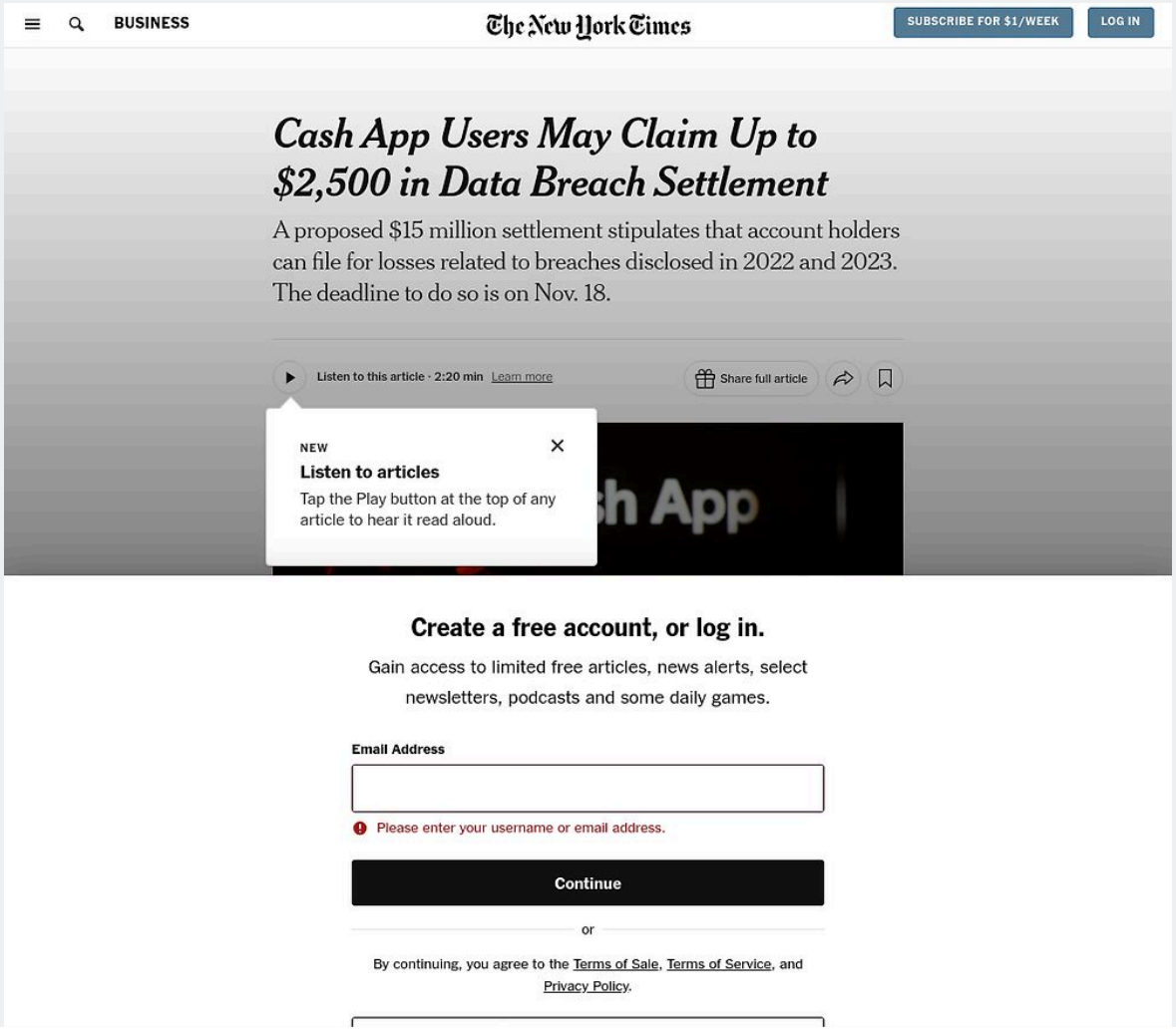
95
Domain Authority
Provided by MOZ

154M
Unique Visits
Provided by SimilarWeb

August 09, 2024 ONLINE

Cash App Users May Claim Up to $2,500 in Data Breach...

nytimes.com/2024/08/09/business/cash-...



Estimated Views **382K**

Estimated views calculated based on audience size and socia...

Engagements **205**

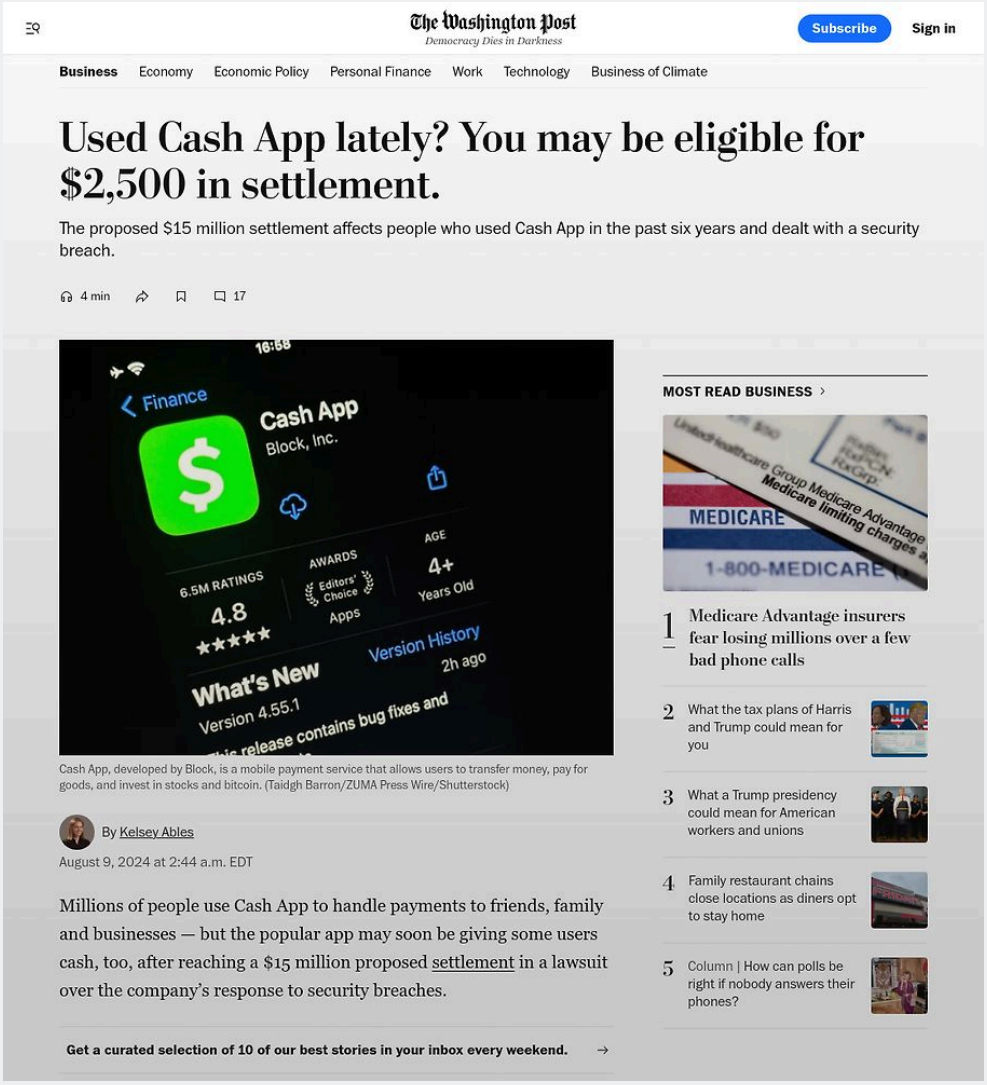
Total number of social engagements

Washington Post

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94
Domain Authority
Provided by MOZ

47M
Unique Visits
Provided by SimilarWeb



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Used Cash App lately? You may be eligible for $2,500 in settlement.

The proposed $15 million settlement affects people who used Cash App in the past six years and dealt with a security breach.

4 min 17

Cash App, developed by Block, is a mobile payment service that allows users to transfer money, pay for goods, and invest in stocks and bitcoin. (Taidgh Barron/ZUMA Press Wire/Shutterstock)

By Kelsey Ables
August 9, 2024 at 2:44 a.m. EDT

Millions of people use Cash App to handle payments to friends, family and businesses — but the popular app may soon be giving some users cash, too, after reaching a $15 million proposed settlement in a lawsuit over the company's response to security breaches.

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5 Column | How can polls be right if nobody answers their phones?

August 09, 2024 ONLINE

Used Cash App lately? You may be eligible for $2,500 i...

washingtonpost.com/business/2024/08/...

Estimated Views **105K**

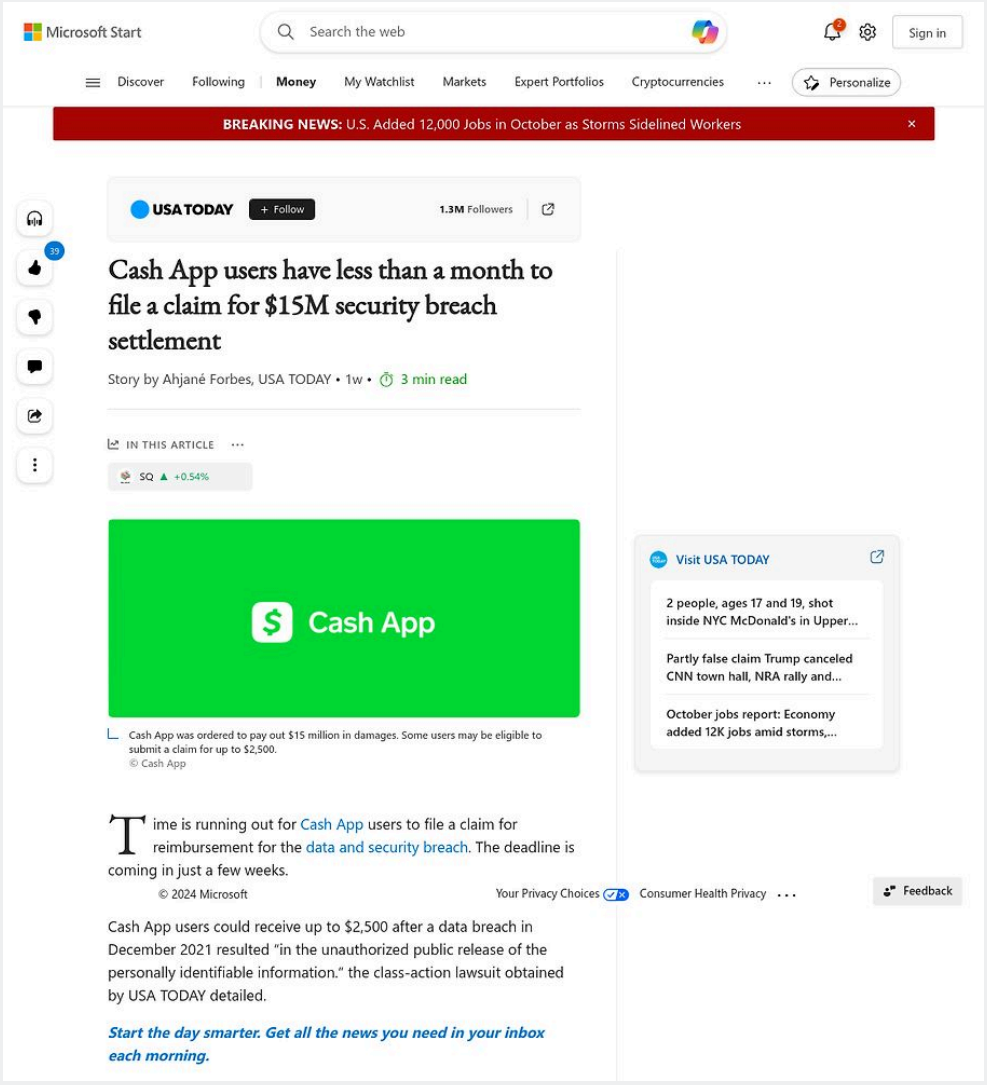
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October 24, 2024 ONLINE

Cash App users have less than a month to file a claim for $15M...

msn.com/en-us/money/companies/cash-a...

Estimated Views **527K**

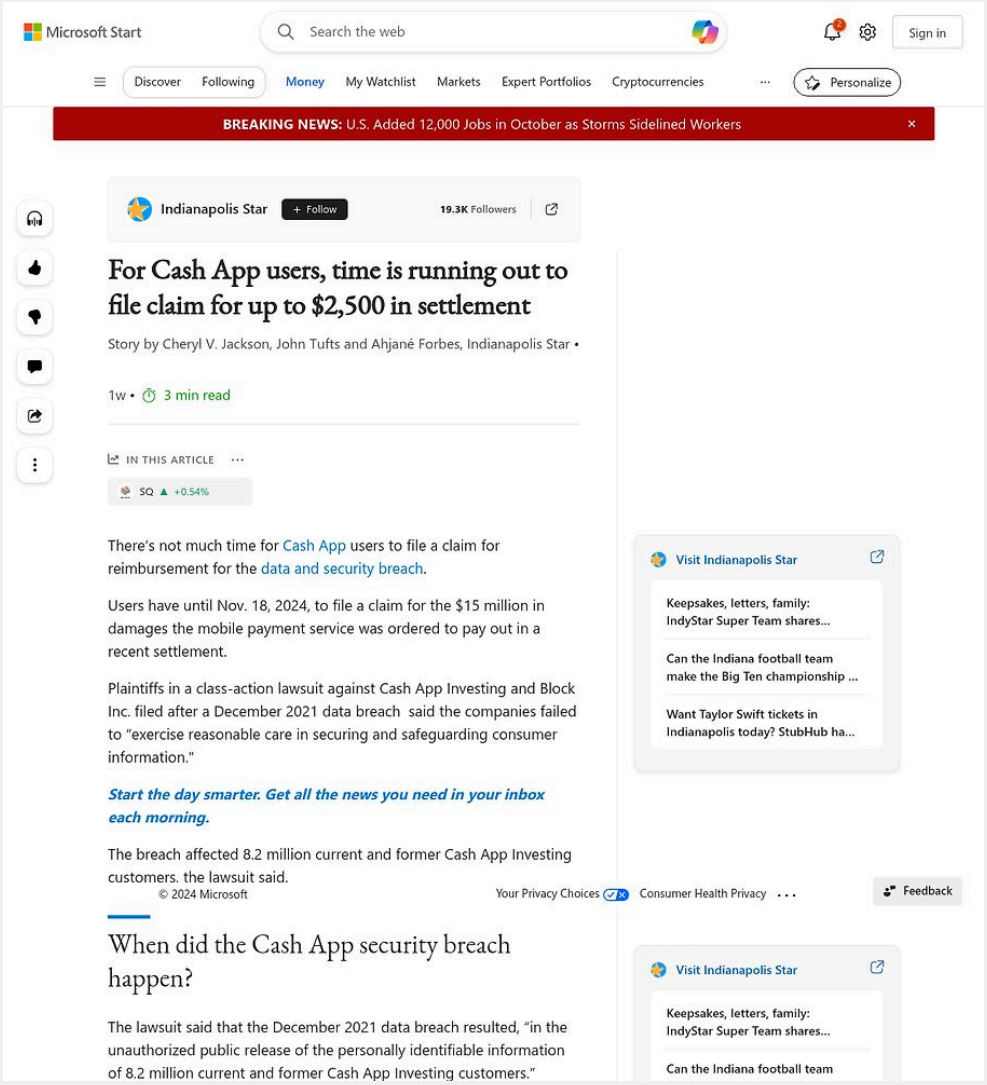
Estimated views calculated based on audience size and socia...

MSN

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94
Domain Authority
Provided by MOZ

122M
Unique Visits
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October 24, 2024 ONLINE

For Cash App users, time is running out to file claim for up to...

msn.com/en-us/money/companies/for-ca...

Estimated Views **527K**

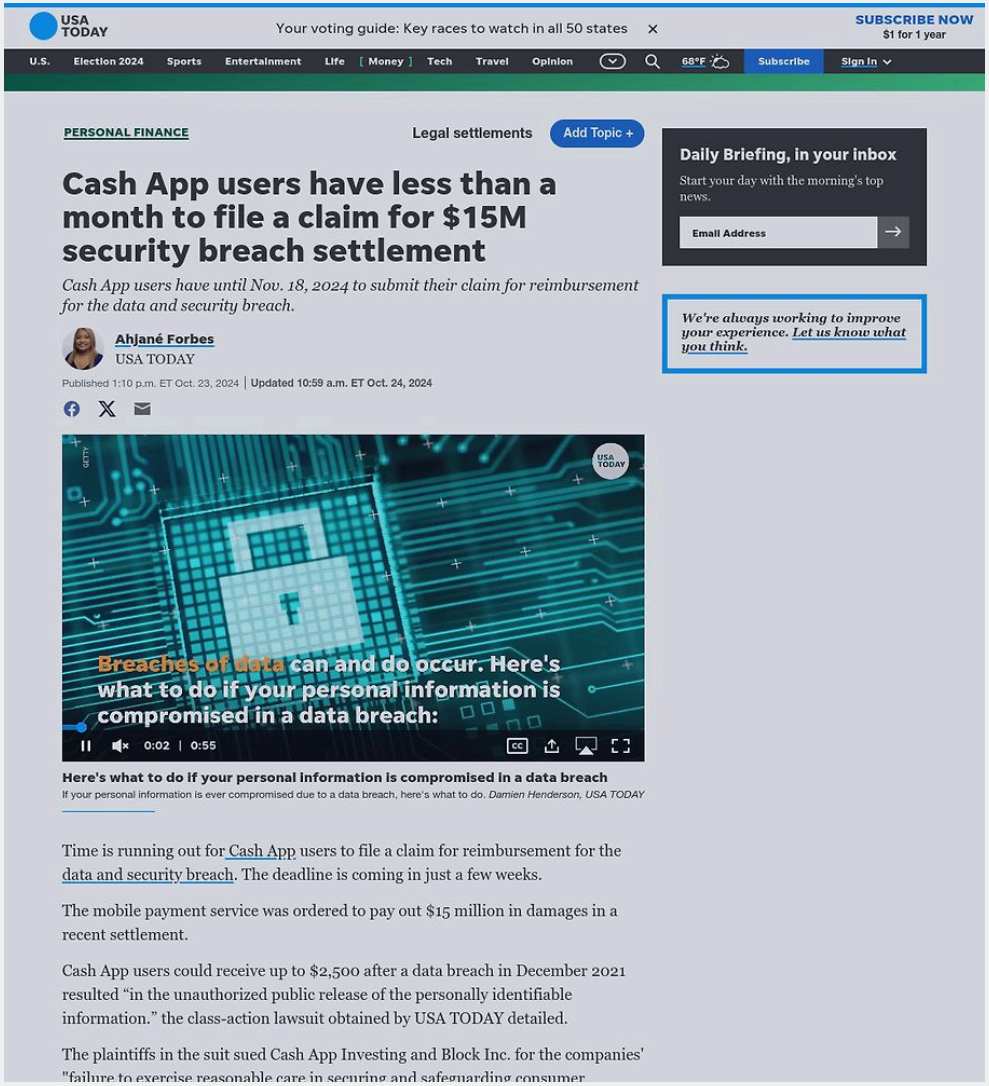
Estimated views calculated based on audience size and socia...

USA TODAY

USA TODAY delivers current national and local news, sports, entertainment, finance, technology,...

94
Domain Authority
Provided by MOZ

85.7M
Unique Visits
Provided by SimilarWeb



October 23, 2024 ONLINE

Cash App users have less than a month to file a claim for $15M...

usatoday.com/story/money/personalfinan...

Estimated Views **164K**

Estimated views calculated based on audience size and socia...

Engagements **909**

Total number of social engagements

Star-Gazette

Elmira New York News - stargazette.com is the home page of Elmira New York with in depth and...

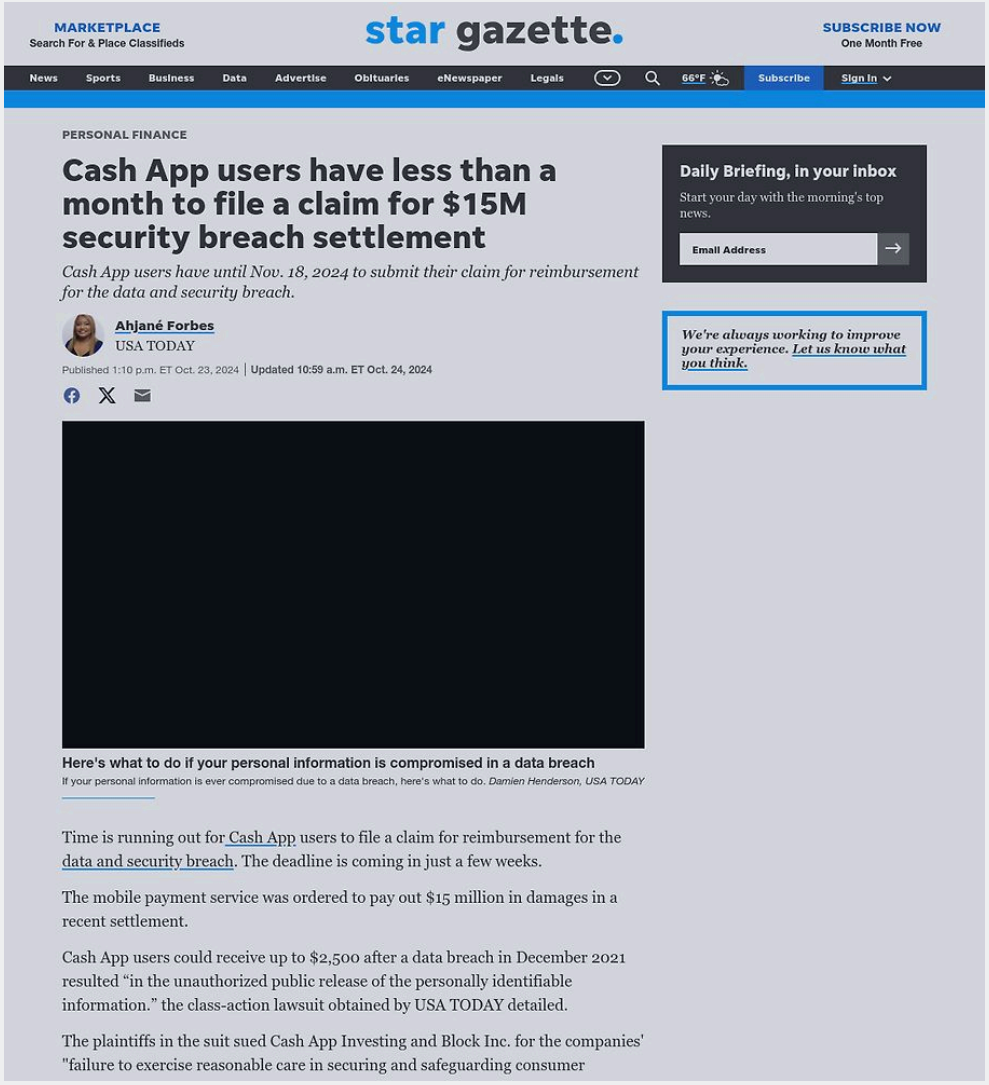
61
Domain Authority
Provided by MOZ

63.1K
Unique Visits
Provided by SimilarWeb

October 23, 2024 ONLINE

Cash App users have less than a month to file a claim for $15M...

stargazette.com/story/money/personalfin...



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PERSONAL FINANCE

Cash App users have less than a month to file a claim for $15M security breach settlement

Cash App users have until Nov. 18, 2024 to submit their claim for reimbursement for the data and security breach.

Ahjané Forbes
USA TODAY

Published 1:10 p.m. ET Oct. 23, 2024 | Updated 10:59 a.m. ET Oct. 24, 2024

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Here's what to do if your personal information is compromised in a data breach
If your personal information is ever compromised due to a data breach, here's what to do. *Damien Henderson, USA TODAY*

Time is running out for Cash App users to file a claim for reimbursement for the data and security breach. The deadline is coming in just a few weeks.

The mobile payment service was ordered to pay out $15 million in damages in a recent settlement.

Cash App users could receive up to $2,500 after a data breach in December 2021 resulted "in the unauthorized public release of the personally identifiable information." the class-action lawsuit obtained by USA TODAY detailed.

The plaintiffs in the suit sued Cash App Investing and Block Inc. for the companies' "failure to exercise reasonable care in securing and safeguarding consumer

Fox Business

Business news, small business news, business financial news and investment news from...

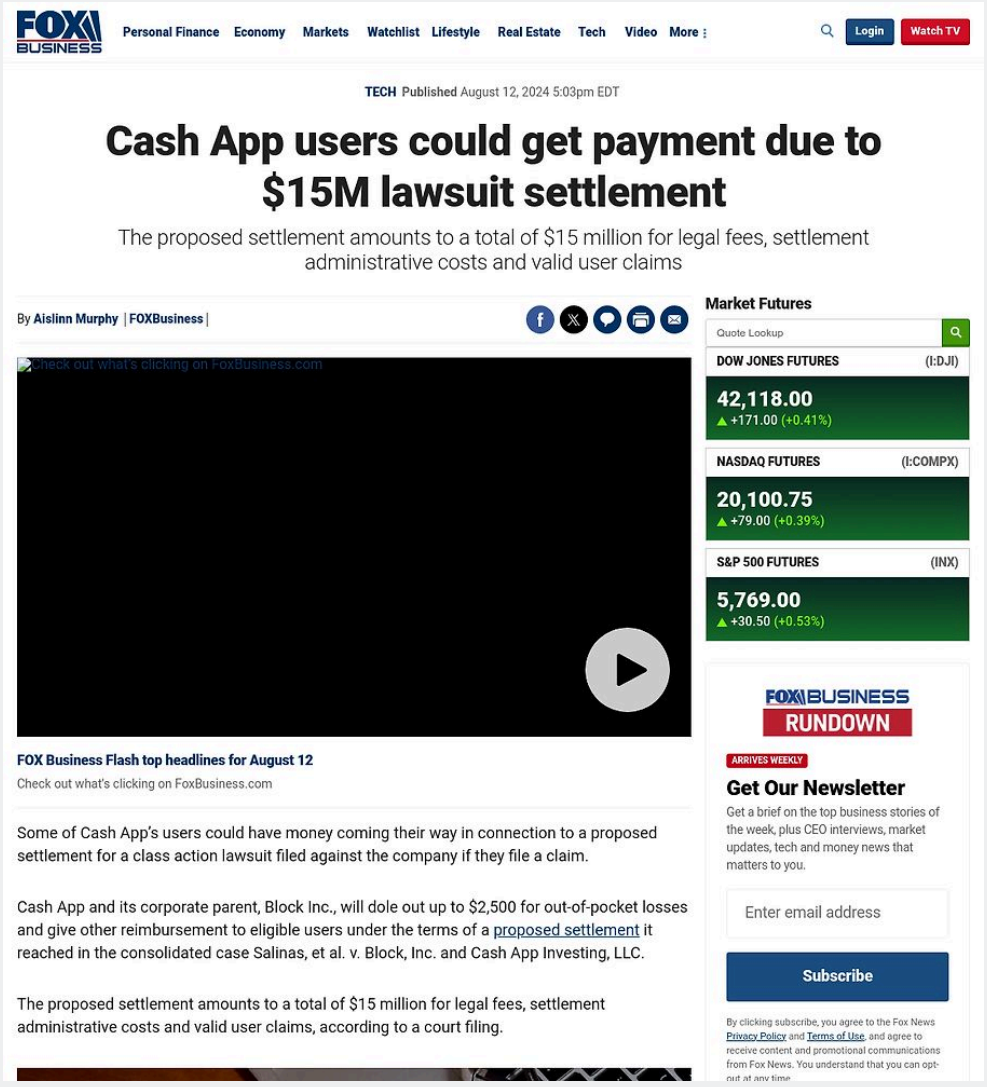
90
Domain Authority
Provided by MOZ

10.3M
Unique Visits
Provided by SimilarWeb

August 12, 2024 ONLINE

Cash App users could get payment due to $15M lawsuit...

foxbusiness.com/technology/cash-app-us...



Estimated Views **51.5K**

Estimated views calculated based on audience size and socia...

Engagements **84**

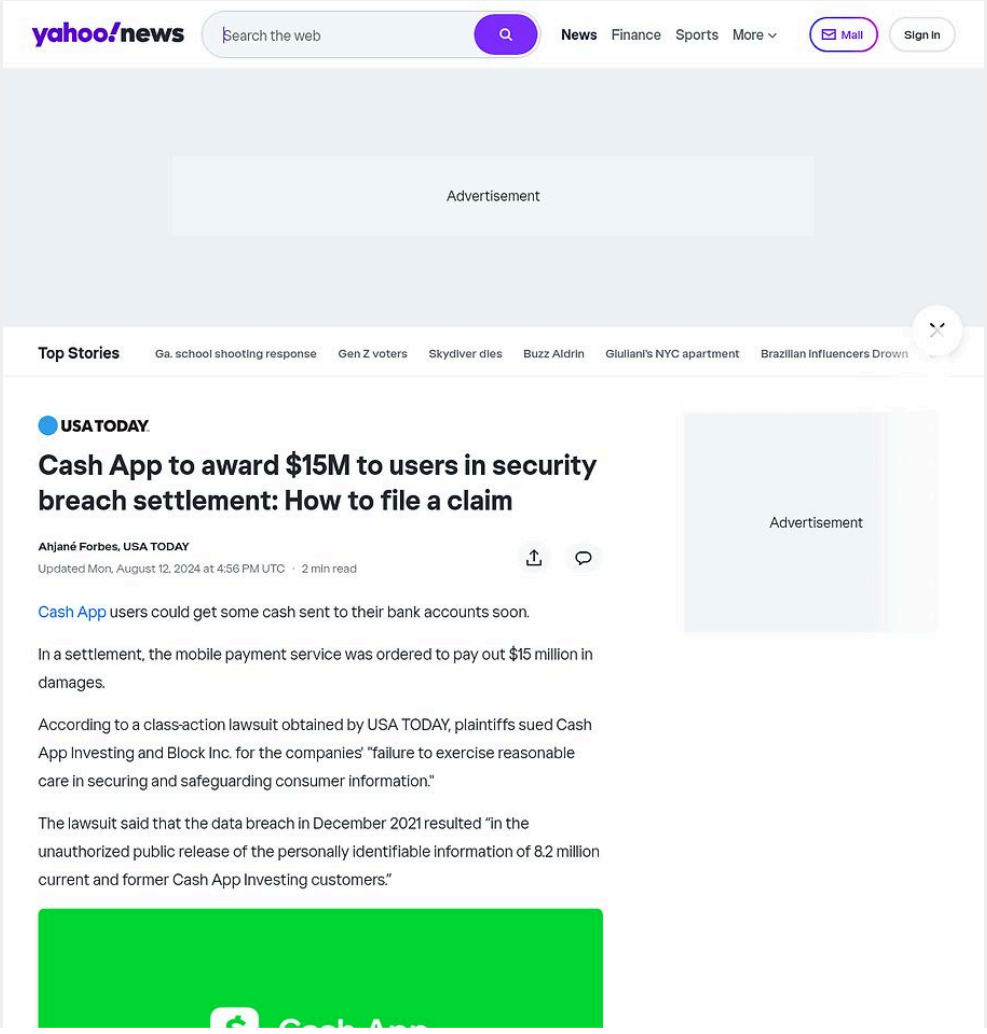
Total number of social engagements

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Latest news coverage, email, free stock quotes, live scores and video are just the beginning. Discover...

95
Domain Authority
Provided by MOZ

405M
Unique Visits
Provided by SimilarWeb



August 12, 2024 ONLINE

Cash App to award $15M to users in security breach...

yahoo.com/news/cash-app-award-15m-us...

Estimated Views **2.54M**

Estimated views calculated based on audience size and socia...

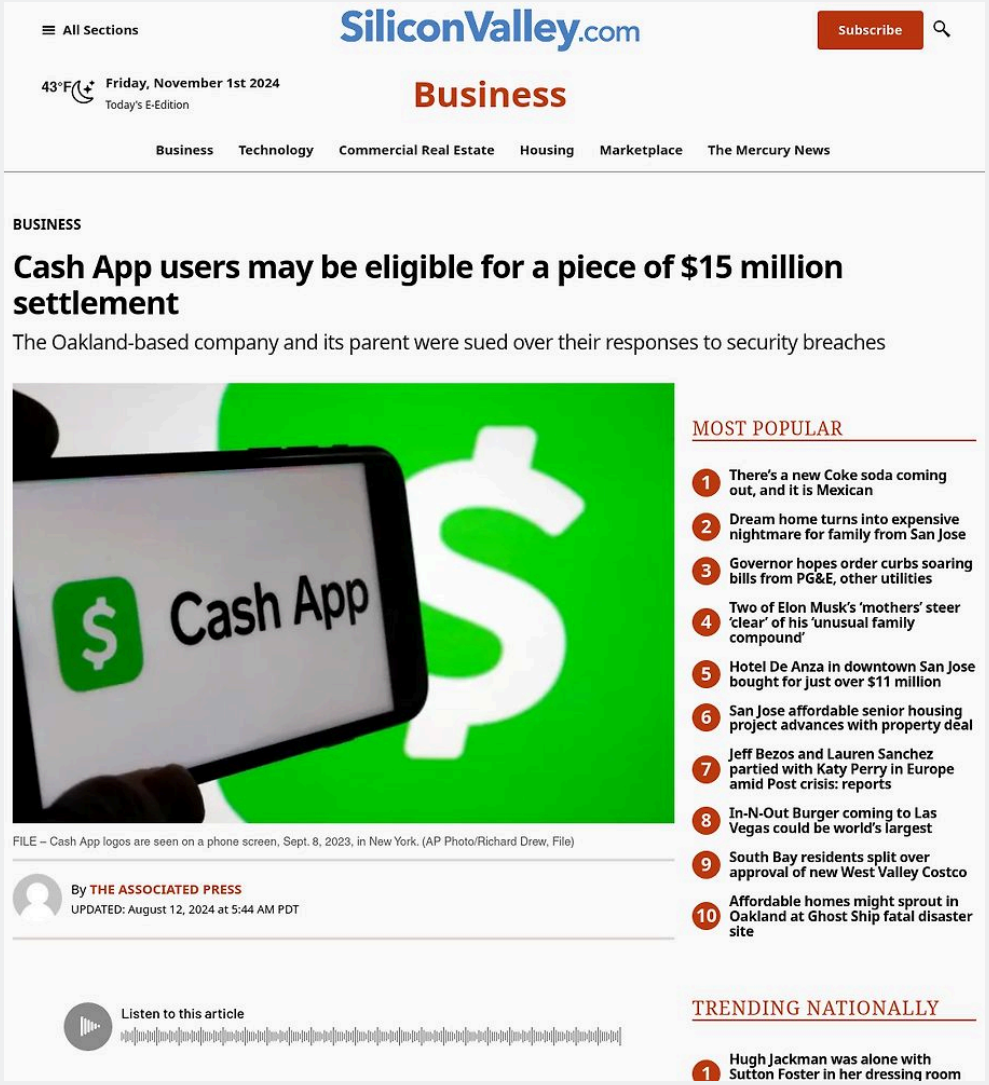


Silicon Valley

Silicon Valley Business and Technology news and opinion

68
Domain Authority
Provided by MOZ

130K
Unique Visits
Provided by SimilarWeb



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43°F Friday, November 1st 2024
Today's E-Edition

Business

Business Technology Commercial Real Estate Housing Marketplace The Mercury News

BUSINESS

Cash App users may be eligible for a piece of $15 million settlement

The Oakland-based company and its parent were sued over their responses to security breaches

FILE – Cash App logos are seen on a phone screen, Sept. 8, 2023, in New York. (AP Photo/Richard Drew, File)

By THE ASSOCIATED PRESS
UPDATED: August 12, 2024 at 5:44 AM PDT

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August 12, 2024 ONLINE

Cash App users may be eligible for a piece of $15 million...

siliconvalley.com/2024/08/12/are-you-a-c...

Estimated Views **850**

Estimated views calculated based on audience size and socia...

Medium

On Medium, anyone can share insightful perspectives, useful knowledge, and life wisdom with the world.

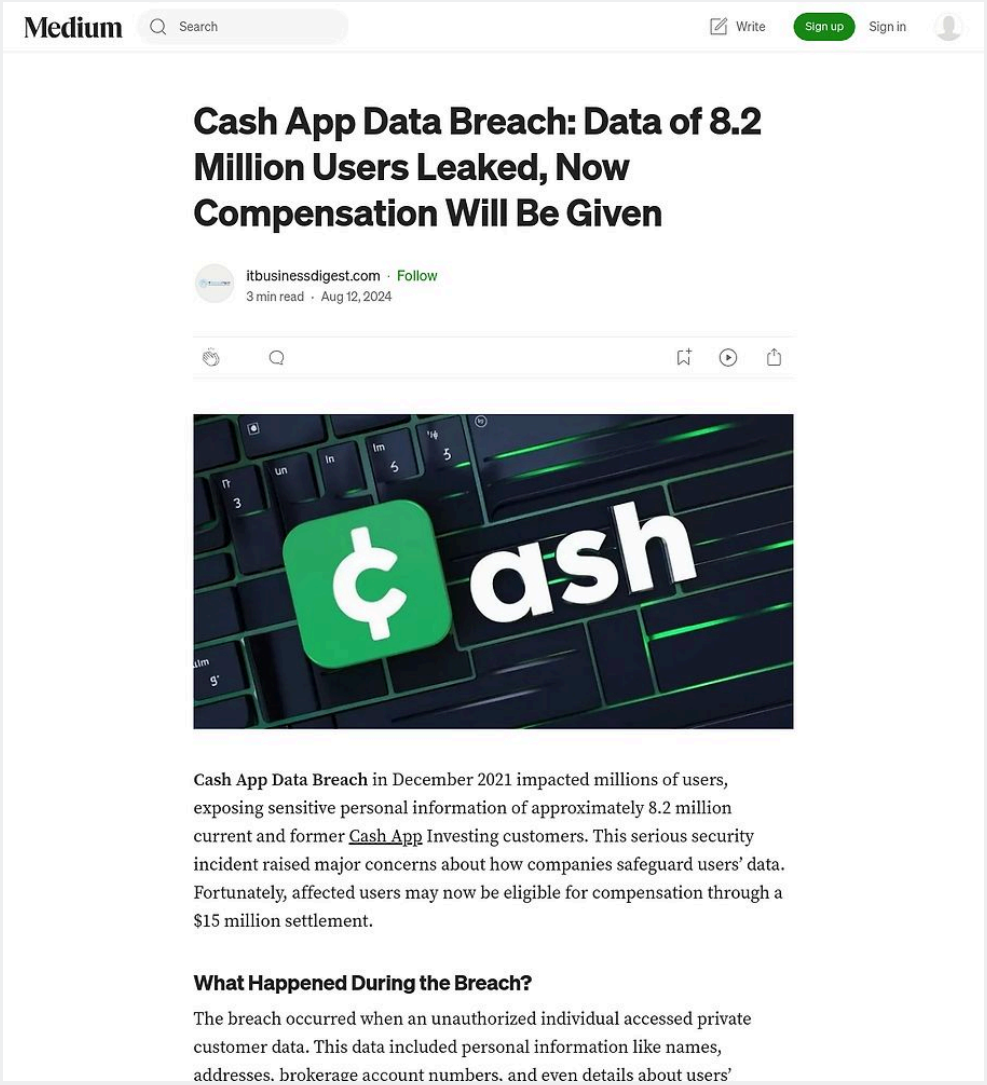
95
Domain Authority

Provided by MOZ

August 12, 2024 ONLINE

Cash App Data Breach: Data of 8.2 Million Users Leake...

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Cash App Data Breach: Data of 8.2 Million Users Leaked, Now Compensation Will Be Given

itbusinessdigest.com · Follow
3 min read · Aug 12, 2024

Cash App Data Breach in December 2021 impacted millions of users, exposing sensitive personal information of approximately 8.2 million current and former Cash App Investing customers. This serious security incident raised major concerns about how companies safeguard users' data. Fortunately, affected users may now be eligible for compensation through a $15 million settlement.

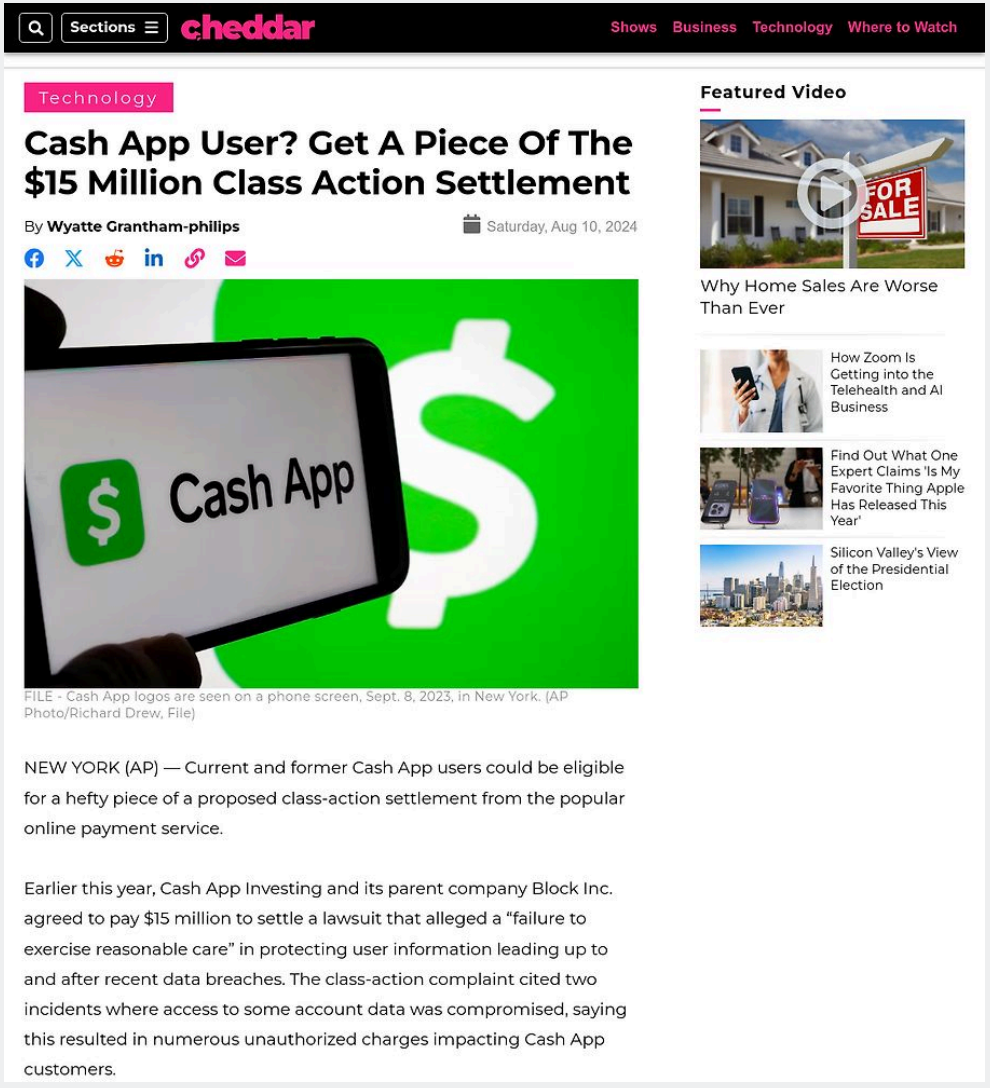
What Happened During the Breach?

The breach occurred when an unauthorized individual accessed private customer data. This data included personal information like names, addresses, brokerage account numbers, and even details about users'

Cheddar

81
Domain Authority
Provided by MOZ

72.6K
Unique Visits
Provided by SimilarWeb



Sections | cheddar | Shows Business Technology Where to Watch

Technology

Cash App User? Get A Piece Of The $15 Million Class Action Settlement

By **Wyatte Grantham-philips** Saturday, Aug 10, 2024

FILE - Cash App logos are seen on a phone screen, Sept. 8, 2023, in New York. (AP Photo/Richard Drew, File)

NEW YORK (AP) — Current and former Cash App users could be eligible for a hefty piece of a proposed class-action settlement from the popular online payment service.

Earlier this year, Cash App Investing and its parent company Block Inc. agreed to pay $15 million to settle a lawsuit that alleged a "failure to exercise reasonable care" in protecting user information leading up to and after recent data breaches. The class-action complaint cited two incidents where access to some account data was compromised, saying this resulted in numerous unauthorized charges impacting Cash App customers.

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August 10, 2024 ONLINE

Cash App User? Get A Piece Of The $15 Million Class Action...

cheddar.com/media/cash-app-user-get-a-...

Estimated Views **360**

Estimated views calculated based on audience size and socia...

Engagements **42**

Total number of social engagements

World of Software

World of Software is your one-stop website for the latest tech news and updates, follow us now to get...

67
Domain Authority
Provided by MOZ

3.81K
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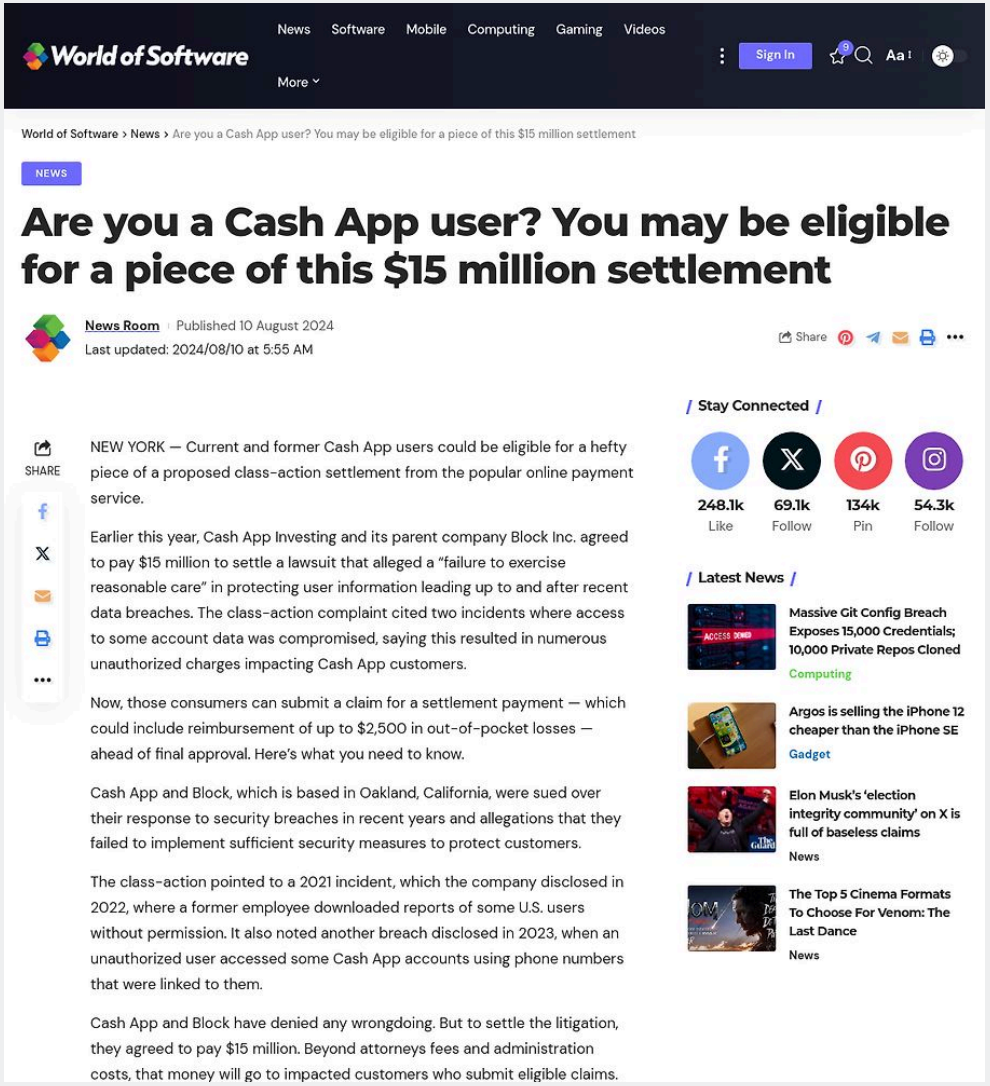
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NEWS

Are you a Cash App user? You may be eligible for a piece of this $15 million settlement

News Room | Published 10 August 2024
Last updated: 2024/08/10 at 5:55 AM

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NEW YORK — Current and former Cash App users could be eligible for a hefty piece of a proposed class-action settlement from the popular online payment service.

Earlier this year, Cash App Investing and its parent company Block Inc. agreed to pay $15 million to settle a lawsuit that alleged a "failure to exercise reasonable care" in protecting user information leading up to and after recent data breaches. The class-action complaint cited two incidents where access to some account data was compromised, saying this resulted in numerous unauthorized charges impacting Cash App customers.

Now, those consumers can submit a claim for a settlement payment — which could include reimbursement of up to $2,500 in out-of-pocket losses — ahead of final approval. Here's what you need to know.

Cash App and Block, which is based in Oakland, California, were sued over their response to security breaches in recent years and allegations that they failed to implement sufficient security measures to protect customers.

The class-action pointed to a 2021 incident, which the company disclosed in 2022, where a former employee downloaded reports of some U.S. users without permission. It also noted another breach disclosed in 2023, when an unauthorized user accessed some Cash App accounts using phone numbers that were linked to them.

Cash App and Block have denied any wrongdoing. But to settle the litigation, they agreed to pay $15 million. Beyond attorneys fees and administration costs, that money will go to impacted customers who submit eligible claims.

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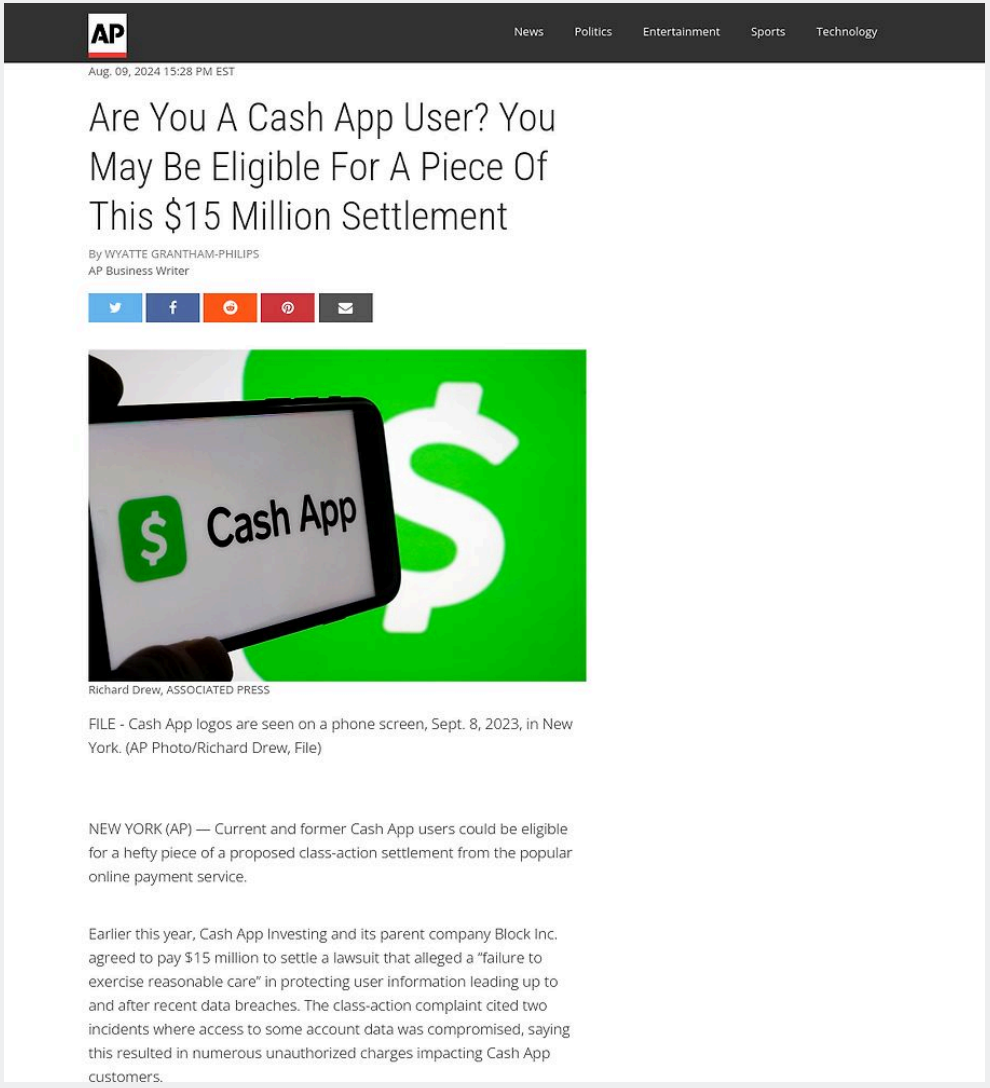
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Are You A Cash App User? You May Be Eligible For A Piece Of This $15 Million Settlement

By WYATTE GRANTHAM-PHILIPS
AP Business Writer

Richard Drew, ASSOCIATED PRESS

FILE - Cash App logos are seen on a phone screen, Sept. 8, 2023, in New York. (AP Photo/Richard Drew, File)

NEW YORK (AP) — Current and former Cash App users could be eligible for a hefty piece of a proposed class-action settlement from the popular online payment service.

Earlier this year, Cash App Investing and its parent company Block Inc. agreed to pay $15 million to settle a lawsuit that alleged a "failure to exercise reasonable care" in protecting user information leading up to and after recent data breaches. The class-action complaint cited two incidents where access to some account data was compromised, saying this resulted in numerous unauthorized charges impacting Cash App customers.

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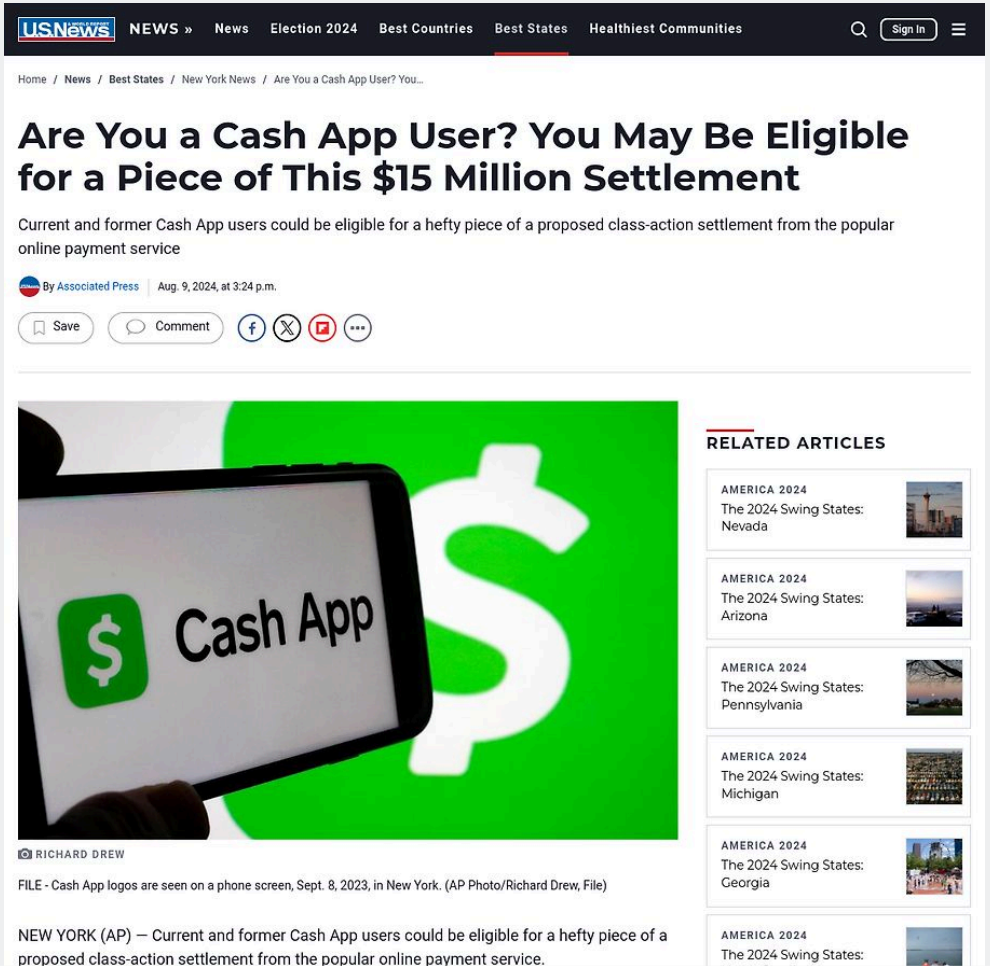
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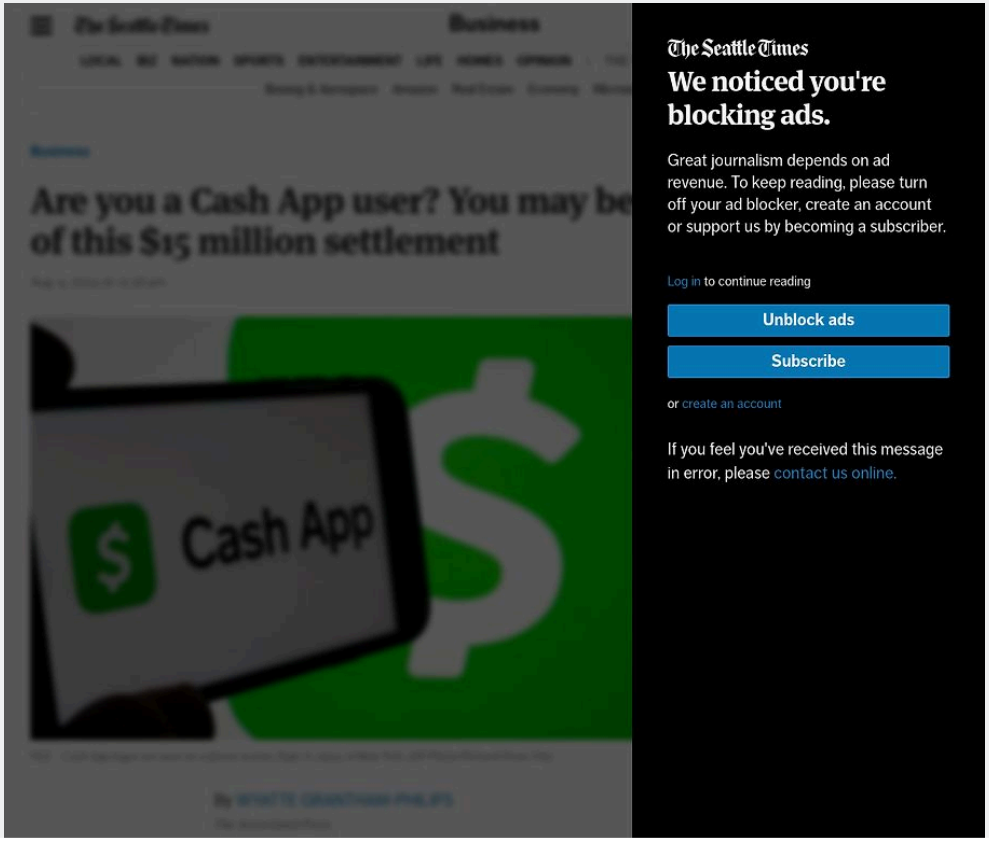
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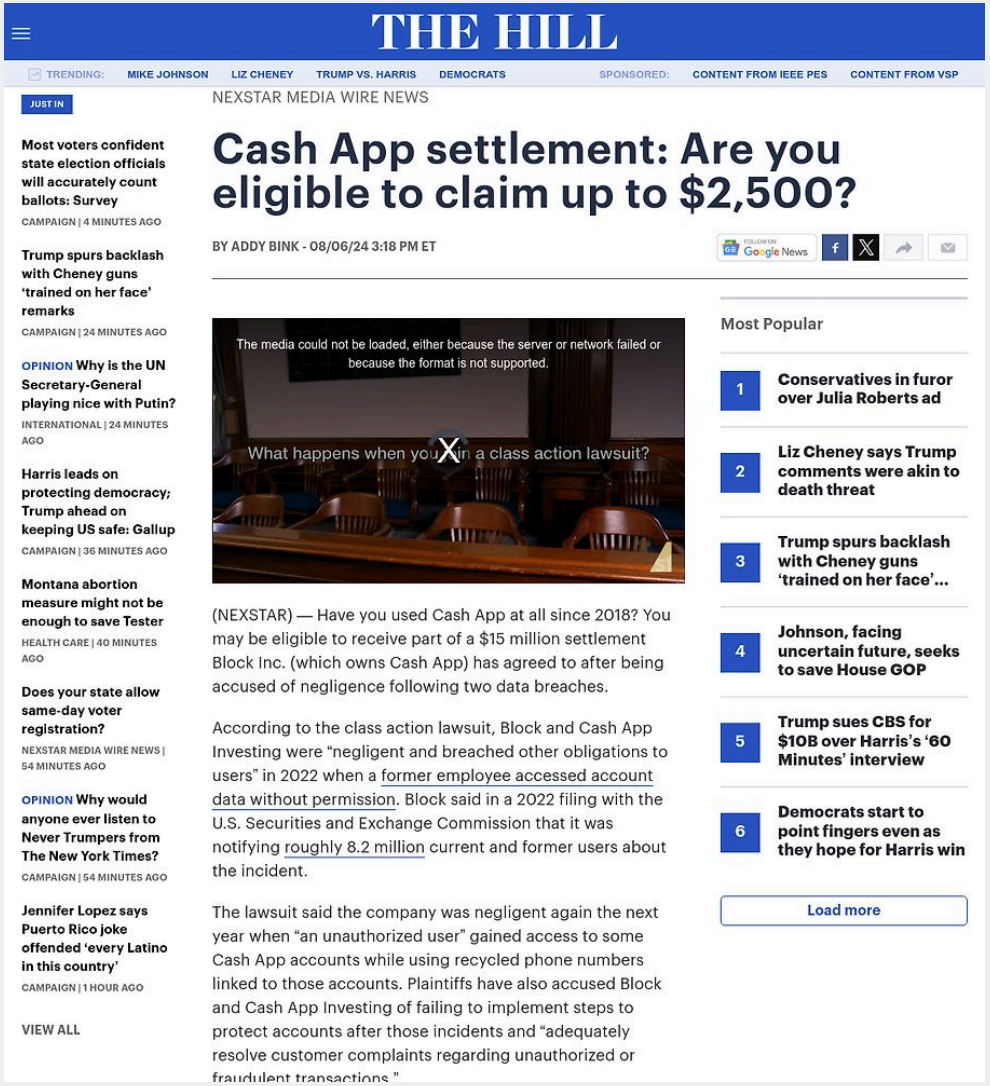
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Cash App settlement: Are you eligible to claim up to $2,500?

BY ADDY BINK - 08/06/24 3:18 PM ET

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What happens when you in a class action lawsuit?

(NEXSTAR) — Have you used Cash App at all since 2018? You may be eligible to receive part of a $15 million settlement Block Inc. (which owns Cash App) has agreed to after being accused of negligence following two data breaches.

According to the class action lawsuit, Block and Cash App Investing were "negligent and breached other obligations to users" in 2022 when a former employee accessed account data without permission. Block said in a 2022 filing with the U.S. Securities and Exchange Commission that it was notifying roughly 8.2 million current and former users about the incident.

The lawsuit said the company was negligent again the next year when "an unauthorized user" gained access to some Cash App accounts while using recycled phone numbers linked to those accounts. Plaintiffs have also accused Block and Cash App Investing of failing to implement steps to protect accounts after those incidents and "adequately resolve customer complaints regarding unauthorized or fraudulent transactions."

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Exhibit J

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,
Case No. 22-cv-04823 (N.D. Cal.)

You may be eligible for a cash payment from a class action settlement involving Block, Inc. and Cash App Investing, LLC but you need to act.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

A court authorized this Notice.

This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Notice of a proposed settlement in a class action lawsuit, *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC*, Case No. 22-cv-04823, currently pending in the District Court for the Northern District of California. The proposed settlement would resolve a lawsuit that alleges that Block, Inc. ("Block") and Cash App Investing, LLC ("Cash App Investing") were negligent, made misrepresentations, and breached other obligations to their users in connection with (1) a data security incident that Cash App Investing disclosed in April 2022, (2) a data security incident that Block disclosed in October 2023, and (3) alleged unauthorized, and fraudulent withdrawals and transfers of funds to or from, and complaint and error resolution processes associated with, Cash App accounts and linked accounts. Block and Cash App Investing contest these claims and deny that they did anything wrong. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement here: www.cashappsecuritysettlement.com You may also contact the Settlement Administrator at 1-866-615-9740.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	To be eligible to receive a Claimant Award for Settlement Benefits, including payment for Out-of-Pocket Losses, Lost Time or Transaction Losses from this Settlement, you must submit a timely and valid Claim Form. The Claim Form must be submitted no later than **November 18**, **2024**.	**November 18, 2024**
Exclude Yourself From the Settlement	You can choose to exclude yourself from (also known as opting out of) the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.	**November 18, 2024**
Object to the Settlement and/or Attend a Hearing	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for a Claimant Award.	**November 18, 2024**
Do Nothing	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims resolved by this Settlement.	No Deadline

What Is This Lawsuit About?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

This lawsuit began when Plaintiffs Michelle Salinas, Raymel Washington, and Amanda Gordon filed two complaints against Block and Cash App Investing. Those two complaints were then replaced with a single consolidated class action complaint. In the lawsuit, Plaintiffs allege that Block and Cash App Investing were negligent and breached other obligations to users when a former Cash App Investing employee accessed account data without permission in 2022 and when an unauthorized user accessed certain Cash App accounts in 2023 using recycled phone numbers that were linked to the accounts. Plaintiffs further allege that Block and Cash App Investing were negligent and breached other obligations to users when they failed to implement appropriate controls to prevent unauthorized access to and use of Cash App and Cash App Investing accounts

and when they mishandled and failed to adequately resolve customer complaints regarding unauthorized or fraudulent transactions. Block and Cash App Investing deny any liability or wrongdoing of any kind associated with the claims in this lawsuit.

This is just a summary of the allegations. The consolidated complaint in the lawsuit is posted at www.cashappsecuritysettlement.com and contains all of the allegations.

Why Is There a Settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require Block and Cash App Investing to pay money to the Settlement Class, and pay settlement administration costs, attorneys' fees and costs of Class Counsel, and a Service Payment to the Class Representatives, as may be approved by the Court. The settlement is not an admission of wrongdoing by Block or Cash App Investing and does not imply that there has been, or would be, any finding that Block or Cash App Investing violated the law.

Am I a Class Member?

You are a member of the Settlement Class if you are a current or former customer of Block and/or Cash App Investing, or any of its affiliates, parents, or subsidiaries, and your personal information, Cash App account, or Cash App Investing account was accessed or obtained without your authorization, or if you otherwise had unauthorized or fraudulent withdrawals or transfers of funds to or from, or a deficiency in the resolution of an error in, a Cash App account or any linked financial account from August 23, 2018 through the Notice Date. The Notice Date is August 20, 2024.

Who Represents Me?

The Court has appointed a team of lawyers as Class Counsel.

Nicholas A. Migliaccio Jason S. Rathod MIGLIACCIO & RATHOD LLP 412 H Street NE Washington, DC 20002	William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Gary S. Graifman Melissa R. Emert KANTROWITZ, GOLDHAMER & GRAIFMAN, P.C. 135 Chestnut Ridge Road, Suite 200 Montvale, NJ 07645

David A. Goodwin GUSTAFSON GLUEK PLLC 600 W. Broadway, Suite 3300 San Diego, CA 92101	Scott. D Hirsch SCOTT HIRSCH LAW GROUP 6810 N. State Road 7 Coconut Creek, FL 33073	

Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What Are the Settlement Benefits?

Block and Cash App Investing have agreed to establish a Settlement Fund, by depositing with the Settlement Administrator US $15,000,000.00 in cash.

The Settlement Fund will be used to pay attorneys' fees and costs, a Service Payment for the Class Representative and Settlement administration costs. After deducting amounts for attorneys' fees and costs, a Service Payment for the Class Representative, and Settlement administration costs, the remaining amount ("**Net Settlement Amount**") will be used to pay timely valid claims.

A Settlement Class Member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award as follows:

- Reimbursement for **Out-of-Pocket Losses**. All Settlement Class Members may submit a claim for up to $2,500.00 for reimbursement of Out-of-Pocket Losses, supported by third-party documentation, which are traceable to a Data Security Incident, Unauthorized Account Event, or deficiency in error resolution in connection with your Cash App account or Cash App Investing account which occurred between August 23, 2018 and August 20, 2024.

- Reimbursement for **Lost Time**. All Settlement Class Members may submit a claim for reimbursement of Lost Time up to three (3) hours at a rate of $25.00 per hour.

- **Transaction Losses.** All Settlement Class Members may submit a claim for reimbursement for documented Transaction Losses arising out of an Unauthorized Account Event which occurred from August 23, 2018 through and including August 20, 2024 by submitting at least one of the following: a copy of a notification to Defendants of the

Unauthorized Account Event, a copy of a police report about the Unauthorized Account Event, or documentation demonstrating to the Settlement Administrator that an Unauthorized Account Event occurred.

If there is not enough money in the Net Settlement Amount to pay every approved claim in full, then the payments to be made will be reduced pro rata based on each Settlement Class Member's share of the total amount claimed. After payment of the above awards, if any money remains from the Net Settlement Amount, that money will be distributed pro rata among all Settlement Class Members who timely submitted a valid and approved Claim Form, or if too little money remains to make such a payment, the money will be donated to an appropriate charity.

Block and Cash App Investing have also agreed to certain valuable enhancements to their data security.

Additional Information on Settlement Benefits

If you are a Class Member, you may be able to recover the following Claimed Benefits as part of the Settlement. All Class Members must submit a valid and timely Claim Form to receive any of the following Claimed Benefits:

Out-of-Pocket Losses:

Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to $2,500.00 per Class Member for their Out-of-Pocket Losses that are fairly traceable to a Data Security Incident, an Unauthorized Account Event, or a deficiency in error resolution in connection with a Cash App or Cash App Investing account that occurred during the period of August 23, 2018 through August 20, 2024, and that have not already been reimbursed by Block, Cash App Investing, or a third party.

Out-of-Pocket Losses may include:

- Costs associated with credit monitoring or identity theft insurance purchased directly by the Class Member;
- Costs associated with requesting a credit report;
- Costs associated with a credit freeze;
- Costs associated with canceling a payment card and/or obtaining a replacement payment card;
- Costs associated with closing a bank account and/or opening a new bank account;

- Miscellaneous expenses such as postage fees, long-distance phone charges, express mail, and other incidental expenses;
- Unrefunded overdraft and/or overdraft protection fees; and
- Unrefunded late and/or missed payment fees and/or charges

Out-of-Pocket Losses must have been incurred on or after August 23, 2018 and on or before August 20, 2024. You must submit documentation of the Out-of-Pocket Losses as part of your claim. This may include receipts or other documentation. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Lost Time:

Class Members who submit a valid and timely Claim Form may be eligible to receive reimbursement for Lost Time of up to three (3) hours at a rate of $25.00 per hour for time spent in response to a Data Security Incident or an Unauthorized Account Event or a deficiency in error resolution in connection with a Cash App or Cash App Investing account.

Transaction Losses:

Class Members who submit a valid and timely Claim Form, who experienced an Unauthorized Account Event that resulted in a monetary loss that has not yet been reimbursed, which occurred during the period of August 23, 2018 through August 20, 2024, may be entitled to reimbursement for Transaction Losses. Class Members seeking reimbursement for Transaction Losses must provide one of the following:

1. Documentation showing that they notified Defendants of the Unauthorized Account Event during the period of August 23, 2018 through August 20, 2024; **or**
2. Documentation showing that they filed a police report concerning the Unauthorized Account Event during the period of August 23, 2018 through August 20, 2024; **or**
3. Documentation that the Settlement Administrator, in its sole discretion, determines is sufficient to demonstrate the occurrence of an Unauthorized Account Event during the period of August 23, 2018 through the August 20, 2024, which caused the monetary loss claimed.

Please see FAQ 6 on www.cashappsecuritysettlement.com to see example documentation.

How Do I Get a Payment?

You must submit a completed Claim Form no later than **November 18, 2024**. You may submit a Claim Form online at www.cashappsecuritysettlement.com.

How Do I Exclude Myself from the Settlement?

If you want to exclude yourself from the Settlement Class, sometimes referred to as "opting out," you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue Block and/or Cash App Investing at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before **November 18, 2024**. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement "I request that I be excluded from the Settlement Class in the case of *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC* ";
- Be signed by you; and
- Be mailed to the Cash App Security Settlement Administrator, Attn: Exclusion, P.O. Box 58220, Philadelphia, PA 19102, postmarked on or before **November 18, 2024**.

How Do I Object to the Settlement?

If you are a Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested attorneys' fees and costs. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and costs. To object, you must not have excluded yourself from the Settlement and you must timely file with the Court written notice as provided below no later than **November 18, 2024**, stating you object to the Settlement. The objection must include the reasons for your objection and include any supporting documentation you wish the Court to consider.

If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must: (i) clearly identify the case name and number - *Salinas v. Block Inc., et al.*, Case No. 22-cv-4823 (N.D. Cal.); (ii) be submitted to the Court by filing them either electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse with copies to Class Counsel and Counsel for Defendants; and (iii) be filed or postmarked on or before November 1, 2024.

Court		
Hon. Sallie Kim **United States District Court** **Northern District of California** **Phillip Burton Federal Building** **& United States Courthouse** **450 Golden Gate Avenue** **San Francisco, CA 94102**	Nicholas A. Migliaccio MIGLIACCIO & RATHOD LLP 412 H St. NE, Suite 302 Washington, DC 20002 *Co-Class Counsel* William B. Federman FEDERMAN & SHERWOOD 10205 N. Pennsylvania Avenue Oklahoma City OK 73120 *Co-Class Counsel*	Aravind Swaminathan Michelle Visser ORRICK, HERRINGTON & SUTCLIFFE LLP 401 Union Street -Suite 3300 Seattle, WA 98101 *Counsel for Defendants Block & Cash App Investing*

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

What Is the Difference Between Objecting and Asking to be Excluded?

Objecting means telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

What Am I Agreeing to by Remaining in the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the Settlement. This means that if the Settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against Block, Cash App Investing, or the other Released Parties asserting a "Released Claim," as defined below. It also means that the Court's Order approving the settlement and the judgment in this case will apply to you and legally bind you.

"**Released Claims**" means any and all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or

obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them ("Claims"), arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the security of, access to, or transfers of information or funds to or from Block or Cash App Investing systems or a Cash App or Cash App Investing account, or otherwise, including all Claims (1) that were alleged or asserted against any of the Released Parties in the Consolidated Amended Complaint, filed in the Action, on February 9, 2024; (2) that arise out of the same nucleus of operative facts as any of the claims alleged or asserted in that complaint; or (3) that arise out of or relate to (i) the Data Security Incident, (ii) any alleged unauthorized access to, unauthorized, unintended, or fraudulent withdrawals or transfers to or from, or alleged deficiency in error resolution in connection with a Cash App or Cash App Investing account or any linked financial account, such as linked bank accounts, savings accounts, checking accounts, credit cards, investment accounts, or (iii) any Released Party's response to, investigation of, or resolution of a report related thereto, including but not limited to any claims under the California Consumer Privacy Act ("CCPA"), California Privacy Rights Act ("CPRA"), California Consumer Records Act ("CRA"), California Consumer Legal Remedies Act ("CLRA"), Electronic Fund Transfer Act ("EFTA") and its implementing regulations, Federal Trade Commission Act ("FTC Act"), or any other state data security or consumer protection statute such as California's Unfair Competition Law ("UCL") and False Advertising Law ("FAL") or any other federal or state law relating to unfair, deceptive, and/or abusive acts or practices, provided such Released Claims are limited to a period of four (4) years prior to the filing of the Salinas Complaint (which was filed on August 23, 2022) through the Notice Date.

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.

"**Released Parties**" means Block, Cash App Investing, and their past, present, and future, direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors and trustees.

How Do I Make a Claim for Settlement Benefits?

To submit a claim for reimbursement for Out-of-Pocket Losses, Lost Time, or Transaction Losses, you must timely submit a valid Claim Form. Class Members seeking benefits under the Settlement must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before **November 18, 2024**. Claim Forms may be submitted online at

www.cashappsecuritysettlement.com or printed from the Settlement website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-866-615-9740 or by writing to:

Cash App Security Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

What Happens If My Contact Information Changes After I Submit a Claim?

If you change your mailing address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-866-615-9740 or by writing to:

Cash App Security Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Do I Have a Lawyer in This Case?

The Court has ordered that the law firms of Kantrowitz, Goldhamer & Graifman, P.C., Migliaccio & Rathod LLP, Gustafson Gluek PLLC, Scott Hirsch Law Group PLLC, and Federman & Sherwood, ("Class Counsel") will represent the interests of all Settlement Class Members. You can contact your lawyers: Gary S. Graifman - Kantrowitz, Goldhamer & Graifman, P.C., cashappsettlement@kgglaw.com, Nicholas Migliaccio - Migliaccio & Rathod LLP, info@classlawdc.com and William B. Federman - Federman & Sherwood, info@federmanlaw.com. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the Lawyers Be Paid?

Class Counsel will petition the Court to receive attorneys' fees and costs up to 25% of the proposed value of the Settlement which Class Counsel preliminarily estimates as the common benefit fund of $15 million dollars together with the value of the remedial and injunctive relief equal to $5 million, totaling a settlement value of approximately $20 million. The Court will make the final decision as to the amount to be paid to the attorneys for their fees and costs. You will not be required to separately pay any attorneys' fees or costs.

Will the Class Representatives Receive Any Compensation For Their Efforts?

The Class Representatives will request a service award of up to $2,500.00 (each), or $7,500.00 total, for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **January 13, 2025 at 9:30 a.m. PT** via teleconference determined at the United States District Court for the Northern District of California, Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. At that hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested attorneys' fees and expenses, Service Payment for the Class Representatives, and settlement administration costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.cashappsecuritysettlement.com and the Court's docket for updates.

How Do I Get More Information?

For more information, go to www.cashappsecuritysettlement.com, or call the Settlement Administrator at 1-866-615-9740. You may also write to the Settlement Administrator via mail to Cash App Security Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or via email to info@cashappsecuritysettlement.com.

Exhibit K

Your claim must be submitted online or **postmarked by**: **November 18, 2024**	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

COMPLETE AND SIGN THIS FORM AND FILE ONLINE NO LATER THAN **NOVEMBER 18, 2024** AT **www.cashappsecuritysettlement.com** OR FILE BY MAIL POSTMARKED BY **NOVEMBER 18, 2024.**

*You **must** use this form to make a claim for an Out-of-Pocket Losses Payment, Lost Time Payment, or Transaction Losses Payment.*

You ***must only*** submit one claim form per person, even if you have multiple Cash App accounts.

Questions? Call (866) 615-9740 or visit the website, www.cashappsecuritysettlement.com

I. CLASS MEMBER INFORMATION

Provide your contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

First Name **Last Name**

Street Address

City **State** **Zip Code**

Email Address **Phone Number** **Notice ID Number**

Unique $CashtagIdentifier(s)

Failure to add your Unique $CashtagIdentifier(s) may result in receipt of a deficiency notice or denial of your claim. If you received a notice of this Settlement by email, you may also use the Unique Claim Form Identifier which is included in the email. If you misplaced your notice, please contact the claim administrator by calling (866) 615-9740 or emailing info@cashappsecuritysettlement.com.

SETTLEMENT OVERVIEW

For the precise terms of the settlement, please see the settlement agreement available at *www.cashappsecuritysettlement.com.*

Compensation for Out-of-Pocket Losses: Settlement Class Members who submit a valid and timely Claim Form are eligible to receive reimbursement of up to $2,500.00 per Settlement Class Member for Out-of-Pocket Losses that are fairly traceable to a Data Security Incident, an Unauthorized Account Event, or a deficiency in error resolution in connection with a Cash App or Cash App Investing account that occurred during the period of August 23, 2018 through August 20, 2024, and that have not already been reimbursed by Block, Cash App Investing, or a third party. An Unauthorized Account Event is any event where there was unauthorized account access to, or unauthorized or fraudulent withdrawals or transfers to and from your Cash App or Cash App Investing Account or any linked financial account between August 23, 2018 and August 20, 2024. Please refer to FAQ 6 on www.cashappsecuritysettlement.com for more information on what qualifies as an Unauthorized Account Event.

Your claim must be submitted online or **postmarked by: November 18, 2024**	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

Out-of-Pocket Losses may include: (a) Costs associated with credit monitoring or identity theft insurance purchased directly by the Class Member; (b) Costs associated with requesting a credit report; (c) Costs associated with a credit freeze; (d) Costs associated with canceling a payment card and/or obtaining a replacement payment card; (e) Costs associated with closing a bank account and/or opening a new bank account; (f) Miscellaneous expenses such as postage fees, long-distance phone charges, express mail, and other incidental expenses; (g) Unrefunded overdraft and/or overdraft protection fees; and (h) Unrefunded late and/or missed payment fees and/or charges. Out-of-Pocket Losses must have been incurred on or after August 23, 2018 and before August 20, 2024. You must submit documentation of the Out-of-Pocket Losses as part of your claim. This may include receipts or other documentation and may not be "self-prepared." "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Compensation for Lost Time: In addition to the Out-of-Pocket Losses Payment, Settlement Class Members who submit a valid and timely Claim Form may be eligible to receive reimbursement for Lost Time of up to three (3) hours at a rate of $25.00 per hour for time spent in response to a Data Security Incident or an Unauthorized Account Event or a deficiency in error resolution in connection with a Cash App or Cash App Investing account.

Compensation for Transaction Losses: Settlement Class Members who submit a valid and timely Claim Form, who experienced an Unauthorized Account Event that resulted in a monetary loss that has not yet been reimbursed, which occurred during the period of August 23, 2018 through August 20, 2024, may be entitled to reimbursement for Transaction Losses. Class Members seeking reimbursement for Transaction Losses must provide one of the following: (a) documentation showing that they notified Defendants of the Unauthorized Account Event during the period of August 23, 2018 through August 20, 2024; **or** (b) documentation showing that they filed a police report concerning the Unauthorized Account Event during the period of August 23, 2018 through August 20, 2024; **or** (c) documentation that the Settlement Administrator, in its sole discretion, determines is sufficient to demonstrate the occurrence of an Unauthorized Account Event during the period of August 23, 2018 through August 20, 2024. Please see FAQ 6 on www.cashappsecuritysettlement.com to see example documentation.

II. CLAIM INFORMATION

Failure to provide all required information will result in your claim being rejected by the Settlement Administrator.

1. Were you sent a notice by Defendants that your information may have been impacted in a Data Security Incident that was disclosed in April 2022 or September 2023?

Yes ☐ (*You may make a claim for Out-of-Pocket Losses and Lost Time if applicable*)
No ☐

Your claim must be submitted online or **postmarked by**: **November 18, 2024**	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

2. Did you experience an Unauthorized Account Event in the form of an unauthorized or fraudulent withdrawals from your Cash App or Cash App Investing account or any linked financial account which occurred between August 23, 2018 through and including July 18, 2024 which resulted in financial losses?

Yes ☐ (*You may make a claim for Out-of-Pocket Losses, Lost Time, and Transaction Losses if applicable*)
No ☐

Yes ☐ (*You may make a claim for Out-of-Pocket Losses and Transaction Losses if applicable*) No ☐

3. Did you spend time or incur cost as a result of Defendants' failure to properly resolve your claim in connection with your Cash App or Cash App Investing account?

Yes ☐ (*You may make a claim for Out-of-Pocket Losses and Lost Time if applicable*)
No ☐

CLAIM FOR REIMBURSEMENT FOR OUT-OF-POCKET LOSSES PAYMENT

Out-of-Pocket Cost Type (Check all that apply)	**Date of Cost**	**Amount of Cost**	**Description of Expense or Money Spent and Supporting Documents** (Identify what you are attaching and why it is related to a Data Security Incident or Unauthorized Account Event)
☐ Costs associated with credit monitoring or identity theft insurance purchased as a result of a Data Security Incident or Unauthorized Account Event			
☐ Professional fees including attorneys' and accountants' fees, and fees for credit repair services			
☐ Costs associated with requesting a credit report or freezing or unfreezing credit with any credit reporting agency			
☐ Costs associated with canceling a payment card and/or obtaining a replacement payment card			

Your claim must be submitted online or **postmarked by**: **November 18, 2024**	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

Out-of-Pocket Cost Type (Check all that apply)	**Date of Cost**	**Amount of Cost**	**Description of Expense or Money Spent and Supporting Documents** (Identify what you are attaching and why it is related to a Data Security Incident or Unauthorized Account Event)
☐ Costs associated with closing a bank account and/or opening a new bank account			
☐ Unrefunded overdraft and/or overdraft protection fees			
☐ Unrefunded late and/or missed payment fees and/or charges			
☐ Miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges			

CLAIM FOR REIMBURSEMENT FOR LOST TIME PAYMENT

Lost Time	**Date of Loss**	**Amount of Time**	**Description of Your Actions That Resulted in Lost Time**
☐ Yes ☐ No		**Hours: ____**	

Your claim must be submitted online or postmarked by: November 18, 2024	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

CLAIM FOR REIMBURSEMENT FOR TRANSACTION LOSSES PAYMENT

Type of Account That Unauthorized Account Event Occurred	**Date of Loss**	**Amount of Loss**	**Description of Required Documents You are Submitting to Substantiate Your Claim of an Unauthorized Account Event** (You must provide one of the following: notification to or from defendants of the Unauthorized Account Event; or police report concerning the Unauthorized Account Event; or any documentation that can prove the occurrence of the Unauthorized Account Event)
☐ Cash App Account ☐ Cash App Investing Account ☐ Linked Financial Account			

III. PAYMENT SELECTION

How do you wish to receive your Settlement payment?

☐ **Virtual Prepaid Card -** Enter your email address: _____

☐ **Venmo -** Enter the mobile number associated with your Venmo account: ___ ___ ___-___ ___ ___-___ ___ ___ ___

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

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

IV. CERTIFICATION & SIGNATURE

By submitting this Claim Form, I certify that I am a Settlement Class Member and am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments is true and correct. I do hereby swear (or affirm), under penalty of perjury, that the information provided above is true and accurate to the best of my knowledge and that any cash compensation or benefits I am claiming are based on losses or expenses I reasonably believe, to the best of my knowledge, were incurred as a result of a Data Security Incident, an Unauthorized Account Event, or a deficiency in error resolution in connection with a Cash App or Cash App Investing account.

I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of Settlement Funds and may be reduced, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: _____Printed Name: _____ Date:___/____/_____

Your claim must be submitted online or **postmarked by**: **November 18, 2024**	**BLOCK, INC. AND CASH APP INVESTING, LLC BENEFITS CLAIM FORM** *Salinas, et al. v. Block, Inc. and Cash App Investing, LLC,* Case No. 22-cv-04823 (N.D. Cal.)	**CAS-CLAIM**

SUBMITTING YOUR CLAIM FORM

Claim Forms may be submitted online at **www.cashappsecuritysettlement.com** by **November 18, 2024,** or completed and mailed to: Cash App Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 **postmarked no later than November 18, 2024.**

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

If you have any questions regarding how to complete this Claim Form or if you would like to request a paper check, please contact the Settlement Administrator by email at info@cashappsecuritysettlement.com or by mail at the address listed above. For questions regarding the Claim Form, you may also refer to the FAQs available at www.cashappsecuritysettlement.com.

Exhibit L

Exclusion #	Name	Exclusion Date (Postmark Date)
1	AARON LOREN	9/20/2024
2	ADAM MUENCHEN	11/5/2024
3	ADDISON M CRUM	9/11/2024
4	AL REYES	11/7/2024
5	ALEC RAMB	9/24/2024
6	ALEXANDER ROGERS	11/18/2024
7	ALEXIS RICHARDSON	8/29/2024
8	ALICIA JONES	9/24/2024
9	ALISSA TOTURA	11/7/2024
10	AMANDA BAKER	11/7/2024
11	AMANDA SIEGFRIED	10/29/2024
12	ANA CAROLINA VILLAR DE JIMENEZ	9/20/2024
13	ANDREA YOUNG	11/5/2024
14	ANDRES CECILIA GALLEGOS	11/1/2024
15	ANDREW BAIN	8/29/2024
16	ANDREW LUEIBELLO JR	11/21/2024 (11/18/2024)
17	ANGELA SPANN	11/5/2024
18	ANGELICA LESTER	10/15/2024
19	ANTONIO NEGRUN	11/5/2024
20	APRIL MARIA WILLIAMS	10/29/2024
21	ARTURO LEON	10/3/2024
22	AUGUSTINAS MARINICER	11/7/2024
23	BARETT MCGAVOCK	10/14/2024
24	BERNARD COALEY	11/21/2024 (11/12/2024)
25	BETH HENSON	11/5/2024
26	BETHANY KOLCU	9/24/2024
27	BILL CAGE	11/7/2024
28	BRANDON BELL	10/22/2024
29	BRANDON JEFFREY CHE	11/7/2024
30	BRANDON SWANSON	11/5/2024
31	BREAN PALMER	8/22/2024
32	BRIAN STRUMPF	9/24/2024
33	BRITTANY THOMAS	10/15/2024
34	CARL HOLLINGSWORTH	8/26/2024
35	CHANTIA WOODROP	11/12/2024
36	CHRISTINA SPEARS	9/17/2024
37	CHRISTOPHER NITKIN	9/9/2024
38	CORISSA LaFONTAINE	10/15/2024
39	CRAIG VOLLMAR	9/24/2024
40	DAISY CAMPOS - GARCIA	10/14/2024
41	DANIEL H ADAMS	9/9/2024
42	DANIELLE ADAMS	11/12/2024
43	DANIELLE MANLEY	8/8/2024

44	DAWN FRANK	8/13/2024
45	DEA ADAMS	11/12/2024
46	DEANGELO JOHNSON	10/8/2024
47	DESIREE FULTON	12/2/2024 (10/31/2024)
48	DESTINY RORIE	11/21/2024 (11/15/2024)
49	DOMINIQUE MOORE	11/26/2024 (11/18/2024)
50	DOROTHY BOWIE	11/5/2024
51	DOROTHY HARRIS	9/16/2024
52	DULA HERMANDEY	11/7/2024
53	DWAYNE FORD	10/15/2024
54	ED WUNCH	11/5/2024
55	EDWINA YUAN	9/11/2024
56	ELIZABETH CHENAULT	11/5/2024
57	ERIC BLAIR	8/6/2024
58	ERIC COOLEY	11/21/2024 (11/13/2024)
59	ERIK DENKERS	10/8/2024
60	ERIKA NICOLE GARCIA CARDENAS	11/7/2024
61	ESTHER GIEZENDANNER	10/21/2024
62	ETHAN HICKEY	11/26/2024 (11/18/2024)
63	ETHAN ROBERT BAKKEDAHL	10/3/2024
64	EUMARIE VEGA	10/29/2024
65	EVAN ANDARIESE	11/7/2024
66	GABRIELL PACINO	9/9/2024
67	GENEVIEVE BERGESON	10/22/2024
68	GINGER BLUMENTHAL	11/12/2024
69	GLEN GOELOE II	11/4/2024
70	GRACIELA ARREDONDO	11/7/2024
71	GREGORY IN DEN BERKEN	9/11/2024
72	HALEIGH SANDINE	8/20/2024
73	HECTOR RUBIO-GARCIA	8/26/2024
74	ISMAEL AGUAYO	11/5/2024
75	ISRAEL ROBINSON	11/7/2024
76	JACQUELINE GOLDSTEIN	11/7/2024
77	JACQUELINE MATHIS	10/22/2024
78	JAMES CLAYBURN	10/15/2024
79	JAMES MARTEZ CALDWELL	8/26/2024
80	JAMILLEA BANKS	11/7/2024
81	JASMINE SIMTH	11/5/2024
82	JASON RINGHAM	10/3/2024
83	JAZMINE GAINER	11/5/2024
84	JEAN GUERRIER	11/5/2024
85	JEANNETTE MITCHELL	10/14/2024
86	JENNIFER HART	9/16/2024
87	JILL ASLESON	8/29/2024

88	JOCELYN HICKMAN	11/5/2024
89	JODIE BULLOCK GOLDSTEIN	11/7/2024
90	JORDAINE DAWKINS	11/12/2024
91	JORDAN POWELL	10/29/2024
92	JOSE YBARRA III	11/5/2024
93	JOSEPH MOORE	11/5/2024
94	JOSHUA SCOTT	10/22/2024
95	JOY WILLIAMS	9/24/2024
96	JUSTICE SMITH	10/4/2024
97	JUSTIN REESE	10/15/2024
98	KAREN SANDINE	8/20/2024
99	KATTYA KANCYLARYSTA	10/22/2024
100	KELLYE WRIGHT	9/17/2024
101	KEN BRUMFIELD	11/5/2024
102	KENNETH HAWKINS	8/26/2024
103	KEVIN SHOTWELL	8/26/2024
104	KEVIN UNG	10/29/2024
105	KEYVETTE DANSBY	11/7/2024
106	KIM JONES	8/6/2024
107	KOURTNEY BROWN	8/15/2024
108	LAKENNYA YVETTE MARCH	9/9/2024
109	LARVATA WRICE	11/5/2024
110	LAUREN STEIDL	11/5/2024
111	LAWRENCE VALEZQUEZ	11/21/2024 (11/18/2024)
112	LAZARO MOLINA	11/7/2024
113	LEWIS BURWELL	11/21/2024 (11/19/2024)
114	LOIS RUSSO-LOPEZ	8/29/2024
115	LORI BROWN	11/5/2024
116	LOUIE YI JIE TAN	10/15/2024
117	M CHRIS SILVA	10/8/2024
118	MAGGALI COLE	10/8/2024
119	MALCOLM TYSON	11/5/2024
120	MALIK JOHNSON	8/26/2024
121	MARC GOLDSTEIN	11/7/2024
122	MARCELLA DEBRITO	10/8/2024
123	MARCELLA DEBRITO	9/12/2024
124	MARK JACKSON	10/16/2024
125	MARVIN ORAGUZIE	10/29/2024
126	MATTHEW RAMSAYWACK	9/11/2024
127	MATTIE LAFOUNTAIN	9/24/2024
128	MELISSA TYSON	11/5/2024
129	MICHAEL CASTLEMAN	10/3/2024
130	MICHAEL DEVITA	11/15/2024
131	MICHAEL EKIZIAN	11/7/2024

132	MICHAEL VAN WORMER II	9/26/2024
133	MICHAEL WAYNE MILLER JR	10/8/2024
134	MICHAEL WILSON	11/7/2024
135	MOHAMMAD SAIF ULLAH	10/8/2024
136	MOSAMMAT K NAYEM	10/8/2024
137	MT OLIVE CHURCH OF PLANO	10/29/2024
138	N SITAWISHA	10/15/2024
139	NAISHA FINKLEA	11/21/2024 (11/18/2024)
140	NGOCTRUC AMY NGUYEN	10/15/2024
141	NIKIA DAVIS	10/29/2024
142	NYLBA QUINONES	11/5/2024
143	ONKUR SEN	8/26/2024
144	PAMELA GRIMES	11/5/2024
145	PATRICIA GERLITZKI	8/8/2024
146	PATRICIA GRIFFIN	11/5/2024
147	PERRY JONES	11/26/2024 (11/18/2024)
148	PIERRE WILSON	11/7/2024
149	QUENTON D BRATTON	10/29/2024
150	RAHIEM TRACEY	11/21/2024 (11/18/2024)
151	RASAON CARR	9/17/2024
152	RAYMOND JOHNSON	11/18/2024
153	ROBERT REINHART	9/21/2024
154	RONEISHALA MILTON	10/16/2024
155	RONNIE RIZZO	10/9/2024
156	ROSE CRAMPTON	8/29/2024
157	RYAN COLLINS	8/26/2024
158	SARAH PITKINS	11/21/2024 (11/19/2024)
159	SCOT COLFORD	11/5/2024
160	SCOTT ASIALA	9/16/2024
161	SHANNON LUZIK	9/17/2024
162	SHARMIN MOWRY	8/26/2024
163	SHERI POWERS	11/5/2024
164	SHIRLEY LEI	11/5/2024
165	SIMPSON	11/5/2024
166	STEPHANIE BOOKER	11/7/2024
167	STEPHANIE CURTIS	8/26/2024
168	STEPHANIE HUDSON	11/5/2024
169	STEPHANIE MATHENY	11/5/2024
170	STEPHEN JOHNSON	10/3/2024
171	STEPHEN J MAKI	9/11/2024
172	STEVEN MENDEZ	8/29/2024
173	SUSANNE THOMAS	10/14/2024
174	SUZANNE M BORHO	9/11/2024
175	TAMARA J YEH	10/22/2024

176	TANYA MIRANDA	8/29/2024
177	TEAKETA REED	11/22/2024 (11/18/2024)
178	TENEISHA BROWN	11/12/2024
179	THOMAS C FISCHER	8/13/2024
180	THOMAS HAWLEY	10/3/2024
181	TIM DABAREINE	11/7/2024
182	TIMOTHY JANSSEN	8/29/2024
183	TIMOTHY XU	11/5/2024
184	TRACIE SAMS	11/5/2024
185	TRISHA ADKINS	10/29/2024
186	TYSEANAH SPELL	9/11/2024
187	WENDY RAMOS	11/5/2024
188	YOLANDA MATTA	10/29/2024
189	YUSSEF HADI AFRA	10/8/2024
190	ZACHARY DARK	9/24/2024
191	ZACHARY LE	11/7/2024

EXHIBIT 2

FEDERMAN & SHERWOOD
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wbf@federmanlaw.com

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ggraifman@kgglaw.com
memert@kgglaw.com

MIGLIACCIO & RATHOD LLP
Nicholas Migliaccio, *admitted pro hac vice*
Jason Rathod, *pro hac vice forthcoming*
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Tel: (202) 470-3520
nmigliaccio@classlawdc.com
jrathod@classlawdc.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MICHELLE SALINAS, RAYMEL WASHINGTON, and **AMANDA GORDON**, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BLOCK, INC. and **CASH APP INVESTING, LLC**,

Defendants.

Case No. 3:22-cv-04823

DECLARATION OF WILLIAM B. FEDERMAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Judge: Hon. Magistrate Judge Sallie Kim
Date: January 13, 2025
Time: 9:30 AM PST
Courtroom: C – 15th Floor

I, William B. Federman, declare under penalty of perjury as follows:

1. I am an attorney duly admitted to the bars of the states of Oklahoma, Texas, and New York. I am admitted to practice before this Court pro hac vice. I am a founder and managing member of the law firm Federman & Sherwood and am Co-Class Counsel for Plaintiffs and the Settlement Class in the above referenced action. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in Support.

2. This Settlement is an outstanding result for Plaintiffs and the Class. The Settlement provides a generous non-reversionary Settlement Fund of $15,000,000 to Settlement Class Members.[1]

3. The Settlement makes the following relief available to all Settlement Class Members: (i) reimbursement of Out-of-Pocket Losses up to $2,500; (ii) reimbursement for Lost Time at a rate of $25 per hour (a maximum of 3 hours); (iii) reimbursement for Transaction Losses; and (iv) meaningful data security enhancements to Cash App's systems. (SA, § II(E)–(F)).

4. The underlying litigation stems from two putative class action lawsuits asserting data privacy claims against Defendants. On August 23, 2022, Plaintiffs Salinas and Washington filed the first class action lawsuit against Defendants in connection with a data security incident disclosed by Defendants in or around April 2022 (the "Data Breach"). (Case No. 22-cv-04823, ECF No. 1, ¶ 1). Plaintiffs Salinas and Washington alleged that their Private Information was compromised in the Data Breach, and that Defendants failed to implement reasonable measures to safeguard their Private Information (*Id.* ¶¶ 5, 32, 48). On November 2, 2022, Plaintiff Gordon filed a second class action lawsuit against Defendants concerning the same Data Breach, but also

[1] Unless otherwise stated, all capitalized terms shall have the definitions set forth in the Class Action Settlement Agreement and Release ("Settlement Agreement"), attached as Exhibit 1 to the Declaration of Melissa R. Emert in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 76-2). Citations to the Settlement Agreement will be abbreviated as "SA, § __."

alleged overarching security vulnerabilities permeating the Cash App mobile application. (Case No. 22-cv-06787, ECF No. 1, ¶ 4)

5. After extensive conversations between Plaintiffs' Counsel, they agreed to jointly prosecute the actions to seek relief from Cash App. As a result, Plaintiffs Gordon, Salinas, and Washington, along with their counsel, filed for consolidation on December 21, 2023, and appointment of interim lead class counsel. (ECF No. 71). The Court consolidated the actions on June 3, 2024. (ECF No. 95).

6. After Plaintiffs' Counsel agreed to jointly prosecute the cases, they immediately began pursuing relief for the Class. Plaintiffs' Counsel retained cybersecurity expert, Mary T. Frantz to delve into the security issues surrounding Cash App's mobile application. Guided by Plaintiffs' expert, Plaintiffs requested a myriad of informal discovery from Cash App, spanning months. Settlement negotiations did not occur before Plaintiffs were well-informed of the strengths and weaknesses of the case.

7. After engaging in informal discovery with Defendants, the Parties engaged in three (3) mediation sessions with highly respected JAMS mediator, Robert Meyer. The Parties conducted several video conferences and telephone conferences between the mediation sessions and after the mediation sessions to discuss the strengths and weaknesses of the claims asserted. After many months of hard-fought negotiations and fulsome exchanges of documents and information between the Parties, the Parties reached an agreement to settle all claims on behalf of Plaintiffs and the Class. This resulted in the submission of the Settlement Agreement to the Court for Preliminary Approval. This Settlement resulted from good faith, arm's-length settlement negotiations, without collusion.

8. Settlement negotiations did not occur before Plaintiffs were well informed of the strengths and weaknesses of their case. Before settlement negotiations, Plaintiffs sought and obtained informal discovery from Defendants on a number of topics, including: Defendants' data security posture, remedial actions taken by Defendants, complaints received from Class Members, and data security incidents experienced by Defendants.

9. The information received allowed Class Counsel, who are experienced in data breach class actions, to conduct settlement negotiations with a thorough understanding of the strengths and weaknesses of Plaintiffs' claims. Equipped with this knowledge, and their significant experience litigating and resolving similar actions, Class Counsel negotiated what they believe to be a fair, adequate, and reasonable settlement worthy of final approval.

10. While I believe Plaintiffs' case against Defendant is strong, there would be many hurdles to overcome in a case of this size and scope, including: class certification, *Daubert* motions, summary judgment, trial, and appeals, which could all potentially impede Plaintiffs' ability to secure a recovery for the Class. The Settlement confers immediate and substantial benefits on the Settlement Class without the delay of protracted litigation that could last years. At the same time, the certainty of the Settlement eliminates the risk that continued litigation might yield little or nothing for the Class given the difficulties of obtaining class certification and establishing causation and damages.

11. Class Counsel has extensive experience litigating complex class actions and has demonstrated ample success in litigating data security breach class actions. (*See* ECF Nos. 76-6, 76-7, 76-8). Class Counsel has adequately represented the Class by fully investigating the facts and legal claims; preparing the complaints; requesting, obtaining, and reviewing numerous documents from Defendants regarding data security incidents, affected class members, its remediation efforts, insurance coverage, and financial condition; drafting comprehensive mediation statements assessing the legal and factual strengths and weaknesses of the case; and participating in three (3) mediations and a lengthy negotiation process. The extensive work done by Class Counsel to date provided Class Counsel with sufficient information to negotiate this very favorable Settlement for the Class.

12. The Settlement Class Representatives have also demonstrated their adequacy by: (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Class Counsel to permit investigation and development of the complaints; (iii) being available as needed throughout the litigation; and (iv) monitoring the Litigation. Their claims and interests align with

those of the Settlement Class, and they approve of the Settlement.

13. The benefits available here compare favorably to what Class Members could recover if successful at trial and provide meaningful benefits to the Class in light of the uncertainties presented by continued litigation, trial, and appeals. In the experience of Class Counsel, who has litigated numerous data breach cases, spoken to victims of other data privacy incidents, and has reviewed claims data from other data privacy settlements, the relief provided by this Settlement is an outstanding result for the Class.

14. Therefore, it is my opinion that the Settlement achieved here represents an excellent result considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation.

15. My opinion is informed by my years of experience litigating complex class actions, including data breach class actions. (*See* ECF Nos. 76-6, 76-7, 76-8). Indeed, I have successfully prosecuted and settled numerous data breach class actions, consumer class actions, and other complex litigation throughout the country. (*Id.*)

16. Class Counsel was instrumental in researching the case, developing the factual background and claims, working with counsel for Defendant to facilitate exchanges of relevant information, and ultimately settling the case.

17. The Settlement has been positively received by the Settlement Class. The deadline for Class Members to request exclusion from the Settlement Class or to object to the Settlement expired on November 18, 2024. (Notice Decl., ¶ 29). The Settlement has been very well-received by the Settlement Class, with 667,438 claims received. (Notice Decl., ¶ 29). Only 191 Class Member sought to be excluded from the Settlement, and only 2 Class Members objected to the Settlement. (*Id.* ¶¶ 31–32).

18. In my professional opinion, the Settlement represents an excellent result for the Settlement Class and merits final approval.

Dated: December 9, 2024

Respectfully submitted,
/s/: William B. Federman
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