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December 24, 2024

Via E-mail

Re: Walmart Spark Driver Improper Wage Payment Fee Investigation

Dear Spark Driver:

I hope this letter finds you well. As we have discussed, my firm has investigated possible violations of federal and state consumer protection laws by Walmart Inc. and Branch Messenger, Inc. as, according to a complaint filed by the Consumer Financial Protection Bureau (“CFPB”), beginning in July 2021, Spark Drivers were allegedly forced to use Branch Accounts, a costly and risky product, to receive their wages. Specifically, it is alleged that Spark Drivers faced termination if they did not consent to using a Branch Account, that wages were deposited into these accounts without consent, and Spark Drivers had to navigate confusing terms, fees, and delays to access their hard-earned pay, and as a result, over \$10 million in fees were unfairly extracted from Spark Drivers just for accessing their wages. On the basis of our investigation, and review of the allegations, we think this complaint has substantial merit. You have been a Spark Driver who was paid via a Branch Account at some time since July 2021, and therefore were likely damaged by the alleged unlawful actions referenced above. I have attached the CFPB complaint for your review.

Countersigning this letter will confirm that you have retained Grabar, LLC, d/b/a Grabar Law Office (the “Law Firm”), as your counsel to bring an action alleging violations of applicable federal and state law as previously described. The action will be brought as a class action on behalf of all persons and entities that we determine have been adversely affected by the violations alleged in the complaint. The Law Firm has agreed to bring this action on a contingency basis. **You will not be responsible for paying any of the Law Firm’s fees in connection with this litigation.** Our attorneys' fees and reimbursement of our expenses will be paid as the Court may permit and approve out of any proceeds, by judgment or out-of-court settlement that may be obtained for the benefit of the plaintiffs and class members. The Law Firm will be working in coordination with, and may affiliate as co-counsel with, other law firms in litigating this matter. The Law Firm together with all other such attorneys will advance the costs of the case. **You will not be responsible for paying any of the attorneys' expenses in connection with this litigation.** I will send a draft complaint for you to review and accept prior to filing on your behalf.

By countersigning this letter, you further confirm that I have advised you that you should not destroy or alter, and that you should retain and preserve, any and all papers or electronic files which relate in any way to your interactions and transactions with the Defendants in this action,

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and to the claims asserted in this action generally. This preservation confirmation includes not only preservation of hard copy paper but also of data generated by and/or stored on your electronic storage media (*e.g.*, hard drives, floppy disks, back-up tapes or other electronic media, if any).

Please countersign this letter and return it to me via e-mail at jgrabar@grabarlaw.com or fax to 267-507-6048 to indicate your agreement and authorization to proceed with investigating and filing this case on your behalf, if deemed appropriate. If you have any questions, please do not hesitate to call me at my office or my cellular phone. I will, of course, be pleased to answer any questions you may have.

I appreciate this opportunity to represent you in this matter and hope that it can be concluded to your satisfaction.

Sincerely yours,

Joshua H. Grabar

Agreed and Acknowledged:

Date