19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

STATE OF LOUISIANA, *ex rel.*,	)	**Docket No. __________**
LIZ MURRILL, ATTORNEY	)	
GENERAL OF THE STATE OF LOUISIANA,	)	
	)	
LOUISIANA,	)	**Division ____________**
	)	
v.	)	
	)	
WALMART INC., a corporation,	)	
	)	
WALMART.	)	

ASSURANCE OF VOLUNTARY COMPLIANCE

WHEREAS, in consideration of their mutual agreements to the terms below, this Assurance of Voluntary Compliance ("AVC" or "Assurance") is made and entered into by and between Liz Murrill, Attorney General for the State of Louisiana ("Attorney General"), on behalf of the State of Louisiana ("State"), and Walmart Inc. ("Walmart"), pursuant to Louisiana Unfair Trade Practices and Consumer Protection Law, La. R.S. 51:1401 et seq. ("LUTPA"), including La. R.S. 51:1410. The State and Walmart consent to the entry of this final Assurance without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind to resolve all matters in dispute between them regarding Walmart's operation of its Spark Driver Program.

WHEREAS, it is agreed as follows:

1. Walmart, Inc. is a Delaware corporation with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716.

2. Walmart's Global eCommerce corporate offices, which includes its Walmart.com and Walmart Marketplace platforms as well as Walmart's On Demand Delivery business unit and its last-mile delivery channel, the Spark platform, are located at 850 Cherry Avenue, San Bruno, CA 94066.

3. The Court has jurisdiction over this matter and venue is proper in this Court.

4. The Attorney General alleges that Walmart participated in deceptive and unfair acts or practices in violation of LUTPA in the operation of its Spark Driver Program.

5. At all times relevant to this Assurance, Walmart transacts or has transacted business in Louisiana, as well as throughout the United States.

6. Walmart neither admits nor denies any of the allegations, except as specifically stated in this Assurance. Only for purposes of this action, Walmart admits the facts necessary to establish jurisdiction.

7. Walmart agrees to bear its own costs and attorney fees.

8. Unless stated otherwise, all obligations contained herein shall extend for a period of ten (10) years from the Federal Order Date.

9. Walmart waives all rights to appeal or otherwise challenge or contest the validity of this Assurance.

ALLEGATIONS

The Attorney General of the State of Louisiana alleges:

A. Walmart owns and operates a merchandise delivery service called Spark Driver ("Spark"). This "last-mile" delivery service delivers goods from a local store or warehouse directly to the ordering customer's home, typically the same day that the merchandise is ordered. Through the Spark app, Walmart provides consumers who perform gig-work services for Spark ("Drivers") with offers to deliver goods ("Offers") from stores to consumers who have ordered products for delivery ("Customers").

B. Since at least 2021, Walmart has made false representations to Drivers about three key areas of Driver earnings: the pre-tips selected by Customers at checkout, base pay, and special "Incentive" earnings opportunities. In addition, Walmart has made misrepresentations to its Customers about whether their tips will be paid to Drivers.

C. As to the pre-tips that it promises Drivers, Walmart has made misrepresentations about the amount Drivers can expect to receive in three recurring scenarios, all of which have been known problems within Walmart. First, when Walmart splits a Customer's order among multiple Drivers (something not told to Drivers and which Drivers cannot ascertain themselves), Walmart frequently tells each Driver that they will receive the Customer's full tip amount. After the Drivers complete the work, however, Walmart divides the tip among all the delivering Drivers, resulting in Drivers receiving significantly less than the tip amount that Walmart represented. Second, in instances where Walmart combines multiple orders that Drivers see as a single "batched" Offer, Walmart frequently tells Drivers that they will receive tips that, in fact, they do not receive because Walmart removes orders and associated tips from the accepted Offer, often without notifying the Drivers. Third, for years, Walmart told Drivers that they would be paid tips that, ultimately, Walmart failed to collect from Customers and did not pay to Drivers; only after the Drivers completed the deliveries did they learn that, in fact, they would receive no tip. In each of these scenarios, Walmart has represented to Drivers tip amounts that the Drivers never received.

D. In addition to misrepresenting the tips Drivers will receive, Walmart also misrepresents the base pay that will be provided to Drivers. For instance, when Walmart modifies or removes a delivery from a "batched" Offer, it modifies not only the tip amounts but also the base pay. However, Walmart either entirely fails to notify Drivers of their reduced base pay or tells Drivers about the reduced earnings only after they have accepted the original Offer. In either case, Walmart surprises Drivers by unilaterally reducing their base pay from what Walmart promised in its Offers.

E. Walmart also misrepresents extra earning opportunities that it provides to Drivers called "Incentives." Incentives allow Drivers to earn additional money by completing certain tasks (e.g., refer a new Driver to Spark to earn an extra $100, or complete ten trips in the next seven days to earn an extra $30). But Walmart regularly misrepresents the conditions Drivers must satisfy to complete these Incentives and regularly fails to pay Drivers for Incentives they have completed.

F. Finally, Walmart makes misleading representations to its Customers regarding the tips they choose to leave for Drivers. Walmart tells its Customers that 100% of the tips will go to Drivers. However, in numerous instances, Walmart charges Customers for tips that Drivers do not receive.

G. All told, Walmart's practices have caused Drivers to lose millions of dollars that Walmart deceptively misrepresented Drivers would earn. Walmart's practices have also harmed its

Customers by collecting tips that were intended for Drivers but ultimately never paid to them.

H. Walmart has long been aware of the harms caused by its deceptive practices, which have generated thousands of consumer complaints to Walmart, Spark support contacts, internal Walmart audits, and negative social media posts. Rather than address these well-known issues, however, Walmart has persisted in these practices and continues to attract and retain Drivers and Customers to Spark with false earning claims and misleading representations.

DEFINITIONS

For the purposes of this Assurance, the following definitions apply:

A. "Attorney General" means Liz Murrill, Attorney General for the State of Louisiana.

B. "Clear(ly) and conspicuous(ly)" means that a required disclosure is easily noticeable (i.e., difficult to miss) and easily understandable by ordinary consumers, including in all the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.
2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for reasonable consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.

5. The disclosure must use diction and syntax understandable to reasonable consumers and must appear in each language in which the representation that requires the disclosure appears.

6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.

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

8. When the representation or sales practice targets a specific audience, such as children, older adults, or the terminally ill, "reasonable consumers" includes members of that group.

C. "Customer" means a person that places an order for goods to be subsequently delivered via the Spark Driver Program.

D. "Driver" means an individual located in Louisiana who accepts an offer to shop for and/or deliver goods in connection with the Spark Driver Program.

E. "Earnings" means any money paid by Walmart or its agents as compensation in connection with the Spark Driver Program.

F. "Effective Date" means the date on which this Assurance is entered.

G. "Federal Order Date" means the date the court entered the Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief in the Federal Trade Commission et al. v. Walmart Inc., No. 3:26-cv-01655-LB, Document 29 (N.D. Cal. Mar. 3, 2026).

H. "Incentive" means any opportunity for a Driver to receive money by referring new Drivers or completing certain trip requirements that are not dependent on a specific Offer.

I. "Initial Offer Card" means the first Offer Card shown to a Driver. Initial Offer Card does not include any subsequent disclosures related to the Offer.

J. "Offer" means any opportunity for a Driver to perform a specific task or tasks in exchange for money in connection with the Spark Driver Program.

K. "Offer Card" means any information presented to a Driver related to a specific Offer, including through the Initial Offer Card and any subsequent disclosures prior to the Driver's acceptance of the Offer.

L. "Spark Driver Program" means a platform operated by Walmart, Walmart's officers, agents, employees, or Walmart's successors or assigns, to contract with individuals to shop for and/or deliver goods on a per-delivery basis in the United States.

M. "Tip" means any money paid by an individual, other than Walmart or its agents, to one or more Drivers in connection with an Offer.

N. "Walmart" means Walmart Inc. and its successors and assigns.

WHEREAS, Walmart agrees to the following:

I. MANDATED EARNINGS VERIFICATION PROGRAM

Walmart, in connection with the operation of the Spark Driver Program must, within nine (9) months of the Federal Order Date, operate an earnings verification program ("Earnings Verification Program") designed to ensure that Drivers are paid the amount of money shown in the Initial Offer Card (aside from the changes described in Section II) upon completion of the Offer and are paid for any Incentives that they have completed. To satisfy this requirement, Walmart must, at a minimum, for a period of ten (10) years from the Federal Order Date:

A. Document in writing the requirements of the Earnings Verification Program;

B. Designate a qualified employee to coordinate and be responsible for the Earnings Verification Program;

C. Assess and document, in a centralized location and at least annually, all instances in which a Driver was not paid the amount of money shown in the Initial Offer Card despite completion of that Offer;

D. Assess and document, in a centralized location and at least annually, all instances in which a Driver was not paid for completing an Incentive despite satisfying the express requirements of the Incentive;

E. Assess and document, at least every twelve (12) months, the effectiveness of the Earnings Verification Program;

F. Adopt procedures requiring Walmart to make all reasonable efforts to remediate any instances in which a Driver was not paid the amount of money shown in the Initial Offer Card (aside from the changes described in Section II); and

G. Retain all documents and evidence underlying the assessments for at least five (5) years following the assessments, which may be provided to the Attorney General upon request.

II. PROHIBITION AGAINST MODIFYING OFFERS POST-ACCEPTANCE

Walmart, Walmart's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, in connection with the operation of the Spark Driver Program are prohibited from modifying an Offer, including reducing the Earnings and/or Tip stated in an Offer, after a Driver has accepted the Offer, unless one of the following exceptions applies, provided, however, that Walmart can increase Tips or Earnings at its discretion:

A. The change is attributable to a Driver requesting that the Offer be modified, dropped or canceled;

B. The change is attributable to a Driver missing a reasonable delivery window or violating the Service Level Standards in the Terms of Use;

C. The change is attributable to a Customer, including a Customer canceling or rescheduling their order, converting the order to a pickup order, canceling or modifying items in the order, or modifying their Tip;

D. The change is attributable to an unmet compliance-related requirement, such as cold chain compliance or similar regulatory rule, and the failure to comply with that requirement is attributable to the Driver;

E. The Driver is presented with the option to cancel the changed trip without penalty and receive a Clearly and Conspicuously disclosed flat fee, provided, however, that the method Walmart uses to determine the flat fee has been Clearly and Conspicuously disclosed to the Driver before the Driver receives the Offer; or

F. The change is attributable to a force majeure event or a third party that is not an affiliate, agent, or entity subject to Walmart's direction or control, is not within Walmart's control and not caused by Walmart's acts or omissions, and the Driver is paid a Clearly and

Conspicuously disclosed flat fee, provided, however, that the method Walmart uses to determine the flat fee has been Clearly and Conspicuously disclosed to the Driver before the Driver receives the Offer.

III. PROHIBITION AGAINST MISREPRESENTATIONS

A. Walmart, Walmart's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, in connection with promoting or offering for sale any good or service are permanently restrained and enjoined from misrepresenting or assisting others in misrepresenting, expressly or by implication:

1. The estimated amount of money that a Driver will receive if they complete an Offer;
2. The approximate distance that a Driver will need to travel in order to complete an Offer;
3. The estimated amount of time that an Offer will take to complete;
4. The approximate time by which a Driver must arrive at the store;
5. The number of stops the Driver will need to make to complete an Offer;
6. The terms of any Incentive including, but not limited to, the location where the Incentive is active, the time period during which the Incentive is active, the number of Offers that must be completed, and/or the type of Offers that are eligible;
7. That a Customer's Tip will be paid to a Driver;
8. Any factors that are used to calculate a Driver's Earnings; and
9. Any material facts regarding an Offer including, but not limited to, the items that the Driver will need to shop for or deliver, the number of items, the weight of the items, or the size of the items.

B. Walmart shall not be deemed to have violated this Section if the alleged misrepresentation is based on information provided to Walmart by a reliable third-party data source, such as mapping software (e.g., Google Maps). Furthermore, nothing in this Section shall obligate Walmart to make any disclosure not otherwise required by law.

IV. INJUNCTION RELATING TO OBTAINING CUSTOMER FINANCIAL INFORMATION

Walmart and Walmart's officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Assurance, whether acting directly or indirectly, are hereby permanently restrained and enjoined from obtaining or attempting to obtain customer information of a financial institution (including bank account routing number, account number, log-in credentials, private keys, or cryptocurrency wallet information) from a consumer by making false, fictitious, or fraudulent representations to any consumer or financial institution.

V. MONETARY PAYMENTS

A. Walmart shall pay the amount of $1,052,282.22 (one million fifty-two thousand two hundred eighty-two dollars and twenty-two cents) in favor of the State of Louisiana. Such payment must be made within seven (7) days of the Effective Date by electronic fund transfer, or other method as directed by the Attorney General, in accordance with instructions provided by a representative of the Attorney General.

B. Additionally, Walmart shall confirm that it has paid the amount of $1,052,282.22 (one million fifty-two thousand two hundred eighty-two dollars and twenty-two cents) to Drivers affected in Louisiana as redress. Such verification must be made within seven (7) days of the Effective Date. If it is determined that Walmart has made any material misrepresentation or false statement in information submitted to the State of Louisiana pursuant to this AVC, then Walmart shall pay to the State of Louisiana a civil penalty in the amount of $1,000,000.00 (one million dollars).

VI. RELEASE

A. In exchange for the injunctive relief and full payment of the amount due under Section V of this Assurance, the Attorney General releases and discharges Walmart from all civil claims, causes of action, damages, fines, penalties, restitution, disgorgement, requests for injunctive relief, or similar remedies, and liabilities and monetary impositions of any nature as well as expenses, and attorney's fees, whether known or unknown, suspected or unsuspected, accrued or un-accrued, asserted or un-asserted, whether legal, equitable, statutory, regulatory, or administrative that the Attorney General, acting on behalf of the State, could have brought under LUTPA related to all matters in dispute between them regarding Walmart's operation of its Spark Driver Program that the Attorney General was, or reasonably should have been aware of, that occurred prior to the Effective Date. Nothing in this Section shall be construed to limit the ability of the Attorney General to enforce the obligations that Walmart has under this Assurance.

B. Notwithstanding any term of this Assurance, the following do not comprise released claims:

1. State or Federal antitrust, securities, and tax violations;
2. Private rights of action, including any claims consumers have or may have under La. R.S. 51:1409 against any person or entity, including Walmart; and
3. Criminal liability.

VII. ADDITIONAL MONETARY PROVISIONS

A. Walmart relinquishes dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Assurance and may not seek the return of any assets.

B. The facts alleged in this Assurance will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Attorney General in a proceeding to enforce any rights to any payment or monetary judgment pursuant to this Assurance, such as a non-dischargeability complaint in any bankruptcy case.

C. The facts alleged by the Attorney General establish all elements necessary to sustain an action by the Attorney General pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Assurance will have collateral estoppel effect for such purposes.

D. All money received by the Attorney General pursuant to this Assurance may be used by the Attorney General for purposes that may include, but are not limited to, (i) future consumer protection enforcement, consumer education or litigation, (ii) general compensatory or remedial purposes, including, but not limited to, defraying the costs of the inquiry leading hereto, monitoring and potential enforcement of this settlement, and/or (iii) any other purpose permitted by state law at the sole discretion of the Attorney General.

VIII. ASSURANCE ACKNOWLEDGMENTS

Walmart shall obtain acknowledgments of receipt of this Assurance:

A. For ten (10) years after the Federal Order Date, Walmart must deliver a copy of this Assurance to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibility for the Spark Driver Program or any similar program; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within eight (8) days of entry of this Assurance for current personnel. For all others, delivery must occur before they assume their responsibilities.

B. From each individual or entity to which a Walmart delivered a copy of this Assurance, Walmart must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Assurance.

IX. COMPLIANCE REPORTING

A. Within one (1) year of the Federal Order Date, Walmart must submit a compliance report to the Attorney General. In this compliance report, Walmart must (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Attorney General may use to communicate with Walmart; (b) identify all of Walmart's businesses that utilize Earnings, Tips, or Incentives by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each such business, including the goods and services offered, the means of advertising, marketing, and sales; and (d) describe in detail whether and how Walmart is in compliance with each Section of this Assurance.

B. For ten (10) years after the Federal Order Date, Walmart must submit a compliance notice within 14 days of any change in the following: (a) any designated point of contact; or (b) the structure of any entity that Walmart has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Assurance, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Assurance.

C. Walmart must submit to the Attorney General notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Walmart within 14 days of its filing.

D. Any submission to the Attorney General required by this Assurance must be true and accurate.

E. Unless otherwise directed by a representative of the Attorney General in writing, all submissions to the Attorney General pursuant to this Assurance must be sent by overnight courier (not the U.S. Postal Service) to Assistant Attorney General L. Christopher Styron, Deputy Director, Office of the Attorney General, Public Protection Division, 1885 N. Third Street, Baton Rouge, LA 70806. The subject line must begin: State of Louisiana v. Walmart.

X. RECORDKEEPING

Walmart must create certain records for ten (10) years after the Federal Order Date and retain each such record for five (5) years. Specifically, Walmart must create and retain the following records:

A. Records showing, for each Driver, that person's name, address, telephone numbers, dates the Driver maintained an active registration on the Spark Driver app, and (if applicable) the reason for termination from the Spark Driver program;

B. Records of all Driver communications regarding underpayment for a completed trip or Incentive related to the Spark Driver Program, whether received directly or indirectly, such as through a third party, and any response;

C. Records of the number of orders delivered and trips made as part of the Spark Driver Program;

D. All records necessary to demonstrate full compliance with each provision of this Assurance, including all submissions to the Attorney General; and

E. A copy of each unique advertisement or marketing material directed to the general public related to earnings for the Spark Driver Program.

XI. COMPLIANCE MONITORING AND MISCELLANEOUS PROVISIONS

For the purpose of monitoring Walmart's compliance with this Assurance:

A. Within 45 days of receipt of a written request from a representative of the Attorney General, Walmart must submit additional compliance reports or other requested information related to compliance with this Assurance, appear for depositions, and produce documents for inspection and copying. The Attorney General is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by LUTPA or the Louisiana Code of Civil Procedure, if applicable.

B. For matters concerning this Assurance, the Attorney General is authorized to communicate directly with Walmart. Walmart must permit representatives of the Attorney General to interview any employee, or other person affiliated with Walmart who has agreed to such an interview. The person interviewed may have counsel present.

C. The Attorney General may use all other lawful means, including posing, through its representatives as consumers, suppliers, or other individuals or entities, to Walmart or any individual or entity affiliated with Walmart, without the necessity of identification or prior notice.

XII. RETENTION OF JURISDICTION

This Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Assurance.

Liz Murrill
Attorney General
State of Louisiana

By: ______________________ Date: 7/31/26

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WALMART. WALMART INC.

By: ______________________ Date: July 30, 2026

Joe Beemsterboer, Vice President
GOVT Enforcement & Legal Investigations

By: ______________________ Date: 7/30/2026

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