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For Immediate Release

Fedex and UPS "arrogant, deliberately unlawful and exploitative," court cases will prove

(VANCOUVER, B.C., 27 October, 2006) - A class action law suit filed here Thursday against Fedex parallels one commenced against United Parcel Services Canada Ltd. (UPS) last week. The actions concern the assessment of uncontracted "brokerage" fees on United States products delivered to Canada, a charge not specified in the sales contract.

The suits have been filed by the law firm of Poyner Baxter LLP of North Vancouver under B.C.'s "Class Proceedings Act." Such a suit is typically brought in the name of one or more individuals as "representative of a class," and, if successful, would apply to every such brokerage charge levied on Fedex and UPS customers in this province. In the examples cited in the two actions, the claimants were each charged fees in the \$30 - \$40 range for a service which could have been provided by Canada Post for five dollars.

Poyner Baxter are working closely with the prominent Ontario law firm Siskinds, headquartered in London, and lawyer Daniel Bach, in a national legal strategy to ensure that every Canadian victim of these unconscionable practices is represented. Actions will imminently commence in Ontario and elsewhere.

The named complainant in the British Columbia Fedex action, North Vancouver writer Matt Blackman, reported that after he had made a US purchase in the amount of about \$100, he specifically asked about what add on charges he might expect. He was told that the "Fedex Ground" bill would be \$25 plus taxes and any government customs levies assessed against the merchandise. He eventually faced a bill of \$60.04 to ship the item, about \$35 of which was the excessive brokerage fee.

Said lawyer Jim Poyner, "Mr. Blackman did everything he could do in advance to determine what charges he might face and he was deceived. He then took his complaint to the office of the president of Fedex in Canada, and was simply brushed off with a comment that the charge was 'standard practice.'

"The parallel in these cases demonstrates corporate policy that is arrogant, deliberately unlawful and exploitative, and I don't think we will have any difficulty proving this in court."

The Statements of Claim filed in the Supreme Court of British Columbia allege "deceptive practices" under this province's Business Practices and Consumer Protection Act (BCCPA).

The actions acknowledge that it is customary in online orders for the buyer to contract to pay the value of the goods, a shipping and handling fee, and any applicable government taxes, excise and customs duties. It states that the failure to establish a contractual agreement with consumers with respect to brokerage, obtain consent to act as an agent and disclose the existence of a fee or its amount, had the "tendency or effect of deceiving or misleading consumers by creating the false impression that no charges will be levied."

Citing the BCCPA, the statement of claim in the UPS case (virtually the same language in the Fedex action) goes further:

"The circumstances of the payment of the Brokerage Fee, including, but not limited to, the absence of a contractual agreement, the absence of disclosure of the existence or amount of the Brokerage Fee, the absence of consent for the Defendant to act as a customs broker, and the grossly excessive amount of the Brokerage Fee, results in a transaction so harsh and adverse as to constitute an unconscionable practice within the meaning of section 8 of the BPCPA."

Lawyer Jim Poyner added: "In these days of fuel surcharges and special fees in various aspects of routine business affairs, we are becoming inured to this kind of unpleasant surprise. But there is no gray area in this matter. This is the case of corporations deliberately exploiting a modern trend in a totally unwarranted and unlawful fashion. Charging unauthorized amounts is wrong in itself, but then demanding \$35 or \$40 from customers for a service that costs five dollars at Canada Post, goes beyond mere deception."

The suit seeks an injunction to stop this practice, punitive damages, an audit of all such fees collected in the province and a refund to all consumers wrongfully charged.

The complete text of the Statements of Claim can be found at www.poynerbaxter.com.

- 30 -

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