

Email Notice

If, from January 1, 2011, through December 29, 2013, you shipped directly with UPS a U.S. origin package with a declared value in excess of \$300.00 pursuant to UPS's published non-Retail rates or in excess of \$200.00 pursuant to UPS's published Retail rates, you might be eligible for a payment from a class action settlement.

A settlement has been reached in a class action lawsuit involving UPS's charges for its declared value service, which covers liability for loss or damage over \$100.00 for parcels shipped pursuant to UPS's published shipping rates. UPS's shipping contract allows shippers to increase UPS's liability limit by declaring a higher value and paying an additional charge "for each \$100.00 (or portion of \$100.00) of the total value declared." Plaintiff alleges that from January 1, 2011, through December 29, 2013, UPS breached its shipping contract with Plaintiff and Class Members by applying the incremental charge to the total value that shippers declared instead of only to that portion of declared value over \$100.00. UPS denies all allegations of wrongdoing. The Court has not determined whether the allegations are correct.

Who's Included? The Class includes all Persons or entities who, from January 1, 2011, through December 29, 2013 (the "Class Period"), tendered to UPS (or paying party if the package was billed to a different account than the shipper) one or more U.S. origin packages under contract with UPS with a declared value in excess of \$300.00 charged pursuant to UPS's published non-Retail rates or in excess of \$200.00 charged pursuant to UPS's published Retail rates. Excluded from the class are customers who shipped packages through The UPS Store franchises or other Third-Party Retailers as more fully described in the Settlement Agreement and full Notice available at the website [here](#).

What Are the Settlement Terms? UPS has agreed to pay \$4,850,000.00 into a Settlement Common Fund and to pay one-half of the settlement administration expenses, including notice costs. The Settlement Common Fund will be used to pay costs, expenses, any Service Award to the Class Representative, and attorneys' fees. UPS has also agreed to language changes to its Rate and Service Guides.

How Can I Get a Payment? Payments owed to Class Members with an active UPS account will receive an account credit. If a Class Member no longer has an active UPS account, the payment will be paid by check. Class Members do not need to file a claim.

Your Rights May Be Affected. If you do not want to be bound by the Settlement, you must exclude yourself by **May 30, 2022**. If you do not exclude yourself, you will release claims you may have against UPS as more fully described in the Settlement Agreement and full Notice available at the website [here](#).

If you stay in the Class, you may object to the Settlement by **May 30, 2022**. The full Notice explains how to exclude yourself from the Class or object to the Settlement. The Court will hold a hearing on **June 28, 2022** (subject to change) to consider whether to approve the Settlement and request for attorneys' fees of up to one-third of the total Settlement Common Fund, plus expenses,

and a Class Representative Service Award of up to \$5,000.00. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call 1-866-991-0730 or visit **UPSDeclaredValueSettlement.com**.