

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

BLEACHTECH LLC, individually and
on behalf of all others similarly situated,

Case No. 14-12719 DPH-RSW

Plaintiff

Honorable Denise Page Hood

v.

UNITED PARCEL SERVICE, INC., an
Ohio Corporation,

Defendant.

_____ /

JUDGMENT

The parties having submitted a duly executed Amended Class Action Settlement seeking to settle this action on a classwide basis, the Court having entered a separate Opinion and Order finally approving certification of this action as a class action pursuant to Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) (“Final Approval Order”) and an Order awarding attorney fees, costs and service award (“Order Awarding Fees”), and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Judgment incorporates the capitalized terms and their definitions as set forth in the Settlement Agreement, attached to this Judgment as Exhibit A and

incorporated herein.

2. The Court has jurisdiction over the subject matter of this action, Plaintiff, individually and as Class Representative, the Class Members, and Defendant.

3. The Class Notice constituted the best notice practicable under the circumstances and fully complied with the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable statutes and laws.

4. For the reasons given in the Opinion and Order, the Court finds that the Settlement Agreement is in all respects, fair, reasonable, adequate, and in the best interest of the Class. There were no objections to the Settlement. Accordingly, the Settlement is approved. The Court hereby enters final Judgment approving the Settlement as set forth in the Settlement Agreement.

5. The Court hereby directs the Parties, their counsel, and the Settlement Administrator to implement and consummate the settlement in accordance with the terms of the Settlement Agreement and this Court's orders.

6. Pursuant to Federal Rule of Civil Procedure 23, the Court finally certifies, for settlement purposes only, the Settlement Class defined as follows:

Except as excluded below, 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 charged pursuant to UPS's published non-Retail rates or in excess of \$200 charged pursuant to

UPS's published Retail rates.

Specifically excluded from the scope of the Class are any packages with a declaration of value that was later voided, any packages shipped under an account of a The UPS Store location, and any packages shipped through any other Third-Party Retailer (as defined by the July 8, 2013, UPS Tariff/Terms and Conditions of Service—United States, attached as Exhibit A to Plaintiff's Amended Complaint) to the extent the claim is asserted by a customer of such Third-Party Retailer, which packages will not be deemed Covered Packages. Also excluded is any entity in which Defendant has or had a controlling interest or that has a controlling interest in Defendant and all The UPS Store locations, and all other authorized UPS shipping agents and partners, including authorized outlets, to the extent packages were not shipped pursuant to a contract with UPS during the Class Period to purchase declared value coverage at the rates set forth in the pricing tables published in the applicable UPS Service Guide. Also excluded are UPS's legal representatives, assigns, and successors; the Court and any member of its staff; and any Putative Class Member who timely submitted a valid Request for Exclusion or was found by the Court to have adequately opted out of the Class.

7. All Persons who are included within the definition of the Settlement Class and who did not properly file Requests for Exclusion are hereby bound by this Judgment and by the settlement. Attached as Exhibit B to this Judgment is a list

setting forth the name of each Person who the Court finds has properly submitted a Request for Exclusion from the Class. The Persons identified shall not be entitled to benefits from the settlement and are not bound by this Judgment.

8. The Court further finds that all Class Members and Releasing Parties who have not timely and properly excluded themselves shall, by operation of this Judgment, do fully and irrevocably release and forever discharge the Released Parties, from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, including any claim under any federal or state law, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any claim under any federal or state law, asserted or which could have been asserted arising from or relating to allegations in the Complaint or an incremental charge for the first \$100 of declared value on a package tendered for shipment before December 29, 2013, where the declared value charge was above the minimum charge (collectively the "Released Claims"). Notwithstanding the foregoing, nothing in the Agreement or this Judgment shall release any claim by a shipper arising from or relating to charges for protection other than for the first \$100 of declared value for carriage. The Released Claims specifically encompass all packages shipped by any Class Member before December 29, 2013, including

packages shipped prior to January 1, 2011, and specifically exclude packages shipped after December 29, 2013.

9. For a period of three years from the date of the signing of the Settlement Agreement, UPS is hereby enjoined as follows:

(a) United Parcel Service, Inc., in its U.S. Rate and Service Guides shall include the following text in the “fee” column of its Declared Value for Carriage pricing tables:

– Value from \$100.01 to \$300.00 [fee in dollars]

– Value over \$300.00, charge for each \$100.00 (or portion of \$100.00) of the total value declared (from \$0.00 to total value declared) [fee in dollars]

(c) Without limiting the generality of the foregoing, the following example¹ will be deemed compliant with the foregoing Injunctive Relief:

¹ All dollar figures—including without limitation the incremental declared value charge and minimum declared value charge—shown in this example are illustrative only, and not mandated by this Judgment.

Available Options	Description	Fee
Declared Value for Carriage	<ul style="list-style-type: none"> - UPS's liability for loss or damage for each domestic package or international shipment, or to each pallet in a UPS Worldwide Express Freight® Midday or UPS Worldwide Express Freight® shipment is limited to \$100.00 without a declaration of value. - The maximum declared value is \$50,000.00 per package/\$100,000.00 per pallet shipped via UPS Worldwide Express Freight Midday and UPS Worldwide Express Freight services. UPS's liability for loss or damage can be increased up to \$50,000.00 per package or \$100,000.00 per pallet by making a declaration of value for an additional charge (subject to terms and conditions). Certain domestic packages are eligible for the enhanced maximum declared value of \$70,000.00, subject to restrictions set forth in the "UPS Tariff/Terms and Conditions of Service— United States" available at ups.com/terms and also set forth in "Maximum Declared Values" on page 8. - Declarations of value from \$100.01 to \$300.00 are subject to a charge of \$3.45. Declarations of value over \$300.00 incur a charge for each \$100.00 (or portion of \$100.00) of the total value declared, including the first \$100.00. For example, a declaration of \$950.00 value incurs a charge of \$11.50 (10 times \$1.15). - For international shipments with a declared value of more than \$50,000.00, multiply the total declared value by the rate to determine the declared value charge for the shipment. - For packages tendered to a UPS driver with a declared value amount of more than \$1,000.00, the shipper must retain a high-value shipment summary signed by the driver. The UPS Shipping System provides this form when the shipping label is requested. - Declared value charges can be included in charges billed to receivers or third parties. 	<ul style="list-style-type: none"> - Value from \$100.01 to \$300.00 \$3.45 - Value over \$300.00, charge for each \$100.00 (or portion of \$100.00) of the total value declared (from \$0.00 to total value declared) \$1.15 - For international shipments with a declared value of more than \$50,000.00: \$0.009 times the declared value

(b) UPS may during the period when this injunction is in effect notify Class Counsel of a proposed change of the language or format of the language required by such Injunctive Relief to reflect changes in the law or a change in UPS’s business practices (including, for example, changes in the appearance or format of the U.S. Rate and Service Guide). Font or type size do not require advance notice; nor does a change to reflect a change in declared value pricing that does not assess a charge for the first increment of protection (currently \$100). If Class Counsel notifies UPS Counsel within seven (7) Days of an objection to the proposed change, and the objection cannot be resolved amicably, UPS may seek leave of Court on shortened notice prior to its proposed modification(s), or, at UPS’s option and sole expense, any dispute regarding the proposed change shall be resolved through expedited mediation with the Hon. Gerald Rosen (Ret.) or other mediator mutually agreeable

to the parties.

10. For the reasons set forth in the Order Awarding Fees, the Court hereby grants Class Counsel's request for attorneys' fees in the amount of \$1,894,400.00, representing 33 1/3% of the Settlement Common Fund. The Court next grants Class Counsel's application for reimbursement of costs and expenses in the amount of \$54,882.00. Finally, the Court awards a Service Award to the Class Representative in the amount of \$5,000.00. The Settlement Administrator is hereby directed to pay each of these amounts from the Settlement Common Fund as provided in the Settlement Agreement. Fifty percent of reasonable costs of Notice and administration of the settlement will be paid from the Settlement Common Fund; UPS will pay the other fifty percent.

11. In accordance with Section 3.2.4 of the Settlement Agreement, Class Members with an Active Account with UPS shall receive their calculated distribution of the Net Settlement Fund via account credit. These account credits will be issued by UPS no later than 45 days after this settlement's Effective Date. As to Class Members who do not use their credits, UPS will attempt to locate the Class Member and pay the unused credits in accordance with UPS's regular business practices as to credit balances in inactive accounts. UPS will in no event retain unused credits.

12. For Class Members who do not have an Active Account with UPS, the

Settlement Administrator is directed to distribute checks to these Class Members in the amount of their share of the Net Settlement Fund in accordance with Sections 3.2.6 and 12.3 of the Settlement Agreement.

13. Distribution checks uncashed after 90 days, shall constitute “Unused Class Funds.” Unused Class Funds will be donated to the National Consumer Law Center, a § 501(c)(3) non-profit public interest law firm engaged in the education, training, and promotion of consumer protection law, as *cy pres* award, or such other suitable non-profit organization as recommended by Class Counsel and approved by the Court.

14. Neither this Judgment, the Settlement Agreement, the fact of settlement, the settlement proceedings, settlement negotiations, or any related document shall be used as an admission of any act or omission by UPS or any Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by UPS or any other Released Parties, in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement.

15. The Parties are authorized without further approval from the Court to agree to such amendments or modifications of the Settlement Agreement and all of its exhibits as shall be consistent in all respects with this Judgment and do not limit

the rights of Class Members.

16. Without affecting the finality of this Judgment, this Court retains jurisdiction to enforce and administer the settlement.

IT IS SO ORDERED.

Dated: July 20, 2022

s/Denise Page Hood

Hon. Denise Page Hood

United States District Judge