

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
Southern Division

BLEACHTECH L.L.C., on behalf of itself and all others
similarly situated,

Plaintiff,

vs.

UNITED PARCEL SERVICE, INC., an Ohio
Corporation,

Defendant.

Case No. 2:14-cv-12719

Hon. Denise Page Hood

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
FINAL APPROVAL HEARING, AND MOTION FOR
ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES**

This notice ("Notice") advises you of the proposed Class Action Settlement ("Settlement") of the class action lawsuit, *Bleachtech LLC v. United Parcel Service*, Case No. 2:14-cv-12719 (E.D. Mich.) ("Lawsuit"). In the Lawsuit, Plaintiff seeks relief on behalf of itself and all persons or entities who, from January 1, 2011, through December 29, 2013, 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. In such instances, Plaintiff alleges UPS breached its and Class Members' shipping contracts by overcharging them for the first \$100.00 of declared value for such shipments. UPS denies all allegations of wrongdoing.

Plaintiff's claims ("Class Claims") are described more fully below. You may have received a postcard notice or email if UPS's records reflect that you are a member of the proposed Settlement Class (defined below).

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.
YOU HAVE NOT BEEN SUED.**

This case concerns UPS's shipping contract where a shipper, like Plaintiff, purchased additional protection for loss or damage beyond the \$100.00 protection provided by UPS without additional charge. UPS's shipping contract allows shippers to increase UPS's liability beyond \$100.00 by declaring a higher value and paying an additional incremental 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 Plaintiffs declared instead of only to that portion of declared value over \$100.00.

UPS maintains it did not breach its contracts with Plaintiff and Class Members and denies all allegations of wrongdoing. The Court has not determined whether the allegations made by Plaintiffs are correct.

To resolve the Lawsuit, UPS has agreed to pay as part of a Settlement Common Fund \$4,850,000.00, and to pay one half of the settlement administration expenses, including notice costs. Class Members who do not exclude themselves from the Settlement will be paid from the Net Settlement Fund, via checks to Class Members without active UPS accounts and via credits to Class Members with active UPS accounts. As part of the Settlement, UPS will also stipulate to injunctive relief in the form of changes to language in its applicable U.S. Rate and Service Guides for three years.

The Settlement resolves all claims against UPS and applies to all members of the Class who do not exclude themselves from the Class by the opt-out deadline.

The Court in charge of the case still must decide whether to approve the Settlement. The payments and other settlement terms described above will happen only if the Court approves the Settlement and that approval is upheld if there are any appeals. This process is explained in greater detail below.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

Your legal rights are affected if you are a member of the Settlement Class, whether or not you act.

“Settlement Class” means: 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 \$300.00 charged pursuant to UPS’s published non-Retail rates or in excess of \$200.00 charged pursuant to UPS’s published Retail rates.

The Settlement Class excludes

- a. any shipments with a declaration of value that was later voided;
- b. any packages shipped under an account of a The UPS Store;
- c. any entity in which UPS has or had a controlling interest or which has a controlling interest in UPS;
- d. The UPS Store locations, and all other UPS Third-Party Retailers, including authorized shipping outlets, to the extent their 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;
- e. UPS’s legal representatives, assigns, and successors;
- f. the Court and any member of its staff; and
- g. any Putative Class Member who timely submits a valid Request for Exclusion or is found by the Court to have adequately opted out of the Class.

Identification of Other Key Terms: This Notice contains summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Settlement Agreement signed by the parties (the “Settlement Agreement”). The Settlement Agreement, and additional information with respect to the Lawsuit and the Settlement, is available at **UPSDeclaredValueSettlement.com**. If you do not have access to the Internet, you may obtain a copy of the Settlement Agreement by writing to the Settlement Administrator at the address below.

Reasons for the Settlement: The Settlement resolves all claims in the Lawsuit against UPS regarding UPS’s charges for protection for the first \$100.00 of declared value for carriage. The Settlement is not, and should not be construed as, an admission of any fault or liability whatsoever by UPS, which continues to deny all allegations of wrongdoing. The Plaintiff and Class Counsel believe the proposed Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class. The Plaintiff and Class Counsel believe the Settlement provides substantial benefits to all Settlement Class Members as compared to the risks, significant litigation costs, and delays of proceeding with the Lawsuit.

Identification of Settlement Administrator and Class Counsel: The Settlement Administrator is Epiq Class Action & Claims Solutions, Inc. You should first try to answer any questions you may have about the Settlement or the Lawsuit by reviewing the information available on the website for this Settlement, **UPSDeclaredValueSettlement.com**, or by calling 1-866-991-0730. You can also write to the Settlement Administrator at the following address:

UPS Declared Value Settlement Administrator
P.O. Box 5370
Portland, OR 97228-5370

The Court has preliminarily appointed the following attorneys as Class Counsel: Andrew J. McGuinness of Ann Arbor, Michigan; Daniel R. Karon of Cleveland, Ohio; and Sanford P. Dumain of Garden City, New York.

Please do not contact the Court about this Settlement; its personnel will not be able to answer your questions.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS TO WHOM THE POSTCARD OR EMAIL NOTICE WAS ADDRESSED, THE SETTLEMENT WILL AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED, YOU DO NOT HAVE TO APPEAR IN COURT, AND YOU DO NOT HAVE TO HIRE AN ATTORNEY, ALTHOUGH YOU MAY HIRE AN ATTORNEY AT YOUR OWN EXPENSE IF YOU SO CHOOSE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO ANYTHING TO RECEIVE YOUR SETTLEMENT BENEFITS. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT PURSUANT TO THE PROCEDURES DESCRIBED BELOW.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

ACTIONS YOU MAY TAKE IN THE SETTLEMENT

NO ACTION IS NECESSARY.	If you want to remain in the Settlement Class and do not wish to object to the Settlement, you do not need to do anything.
YOU CAN OPT OUT BY MAY 30, 2022.	If you do not want to be part of the Settlement Class or to participate in the Settlement, you can exclude yourself (“opt out”) by following the instructions below. You must opt out by the deadline to preserve claims you may have against UPS that are being released or resolved as part of the Settlement.
CLASS MEMBERS CAN OBJECT NO LATER THAN MAY 30, 2022.	If do not opt out and you wish to object to any part of the Settlement, you can write to the Court and explain why you do not like the Settlement.
CLASS MEMBERS CAN ATTEND THE HEARING ON JUNE 28, 2022, BY FILING A NOTICE OF INTENTION TO APPEAR NO LATER THAN MAY 30, 2022.	If you have not opted out and have submitted a written objection to the Court, you can ask to address the Court about the fairness of the Settlement during the Final Approval Hearing. You may enter your appearance in Court through an attorney (at your own expense) if you wish.

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**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

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As discussed more fully below, the Lawsuit was filed against UPS in federal district court in Detroit, Michigan. The named plaintiff (“Named Plaintiff” or “Class Representatives”) is BleachTech LLC.

A copy of the Amended Complaint and other documents relevant to this Settlement are available at UPSDeclaredValueSettlement.com.

SUMMARY OF SETTLEMENT

The Settlement Class is defined above, and generally consist of 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. The Settlement provides monetary benefits to the Settlement Class of \$4,850,000.00 into a Settlement Common Fund, and UPS will also pay one half of the settlement administration and notice costs. In addition, the Settlement provides changes to the language of UPS’s U.S. Rate and Service Guide’s pricing tables for at least three years.

Class Counsel believe the Settlement provides substantial benefits to the Class. UPS disputes that it has overcharged under the language of its U.S. Rate and Service Guides, and a jury might agree. Moreover, UPS asserts that only claims dating back 180 days or less from December 29, 2013, potentially qualify for Plaintiff’s claim as opposed to those dating back to January 1, 2011, which is the scope of the Settlement Class.

As with any litigation, the Parties would face an uncertain outcome if the case were to continue. Continued litigation of this case may result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or result in no recovery at all. Throughout the Lawsuit, Plaintiff and UPS have disagreed on liability and damages. UPS denies all allegations of wrongdoing. Plaintiff disagrees.

Class Counsel represent that, among other things, (1) they have conducted an extensive investigation into the facts, circumstances, and legal issues associated with the allegations made in this case; (2) they believe, based on the risks of litigation, the time necessary to achieve a complete resolution through litigation, the complexity of the claims set forth in the Amended Complaint, and the benefit accruing to Class Members under the Settlement, that the Settlement will provide a substantial benefit to the Settlement Class, and that, when that benefit is weighed against the risks of continuing the Litigation, the Settlement represents a reasonable, fair, and adequate resolution of the claims presented; and (3) they believe the Settlement will provide the Settlement Class with much of the benefits and protections they would have received if the case were litigated to a conclusion and Plaintiff prevailed.

UPS has denied, and continues to deny, the validity of all claims asserted in the Amended Complaint. The Settlement is not evidence of liability of any type. Plaintiff, on the other hand, continues to deny the validity of all defenses asserted by UPS. Nevertheless, the Parties have taken into account the uncertainty and risks inherent in the Lawsuit and have concluded that it is desirable that the Lawsuit be fully and finally settled on the terms and conditions set forth in the Settlement Agreement solely to avoid further risk, significant cost, expense, and time associated with continued litigation.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

BASIC INFORMATION

1. Why did I get the postcard or email notice?

If you received a postcard or email or learned of one addressed to you associated with this class action, then according to UPS's records during the Class Period you contracted with UPS to ship one or more packages on which you purchased additional protection for loss or damage from UPS over \$100.00 and are a member of the Settlement Class (or paid charges for such packages).

The Court has directed that postcard and/or email notice be sent to you, and that this Class Notice be made available to you because as a potential member of the Settlement Class, you have a right to know about the proposed Settlement before the Court decides whether to approve it. If the Court approves the Settlement, and all related objections and appeals are favorably resolved, UPS will provide to the Class the \$4,850,000.00 and additional monetary relief in the form of payment of one half of settlement administration and notice costs, as described in this Class Notice and as detailed in the Settlement Agreement.

This Notice explains generally the case, the Settlement, and your legal rights. It also informs you of a hearing (the "Final Approval Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and to consider Class Counsel's application for their attorneys' fees and reimbursement of litigation expenses, as well as an application for any Service Awards for the Class Representative.

The Final Approval Hearing will be held at 10:00 a.m. on June 28, 2022, before the Honorable Denise Page Hood, Courtroom 218, in the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231, W. Lafayette Blvd., Detroit, Michigan. The Court may schedule the hearing via video conference or teleconference. At or following the hearing, the Court will determine

- (a) whether the Settlement Class should be certified as a class under the requirements of Federal Rules of Civil Procedure 23;
- (b) whether the Settlement Class has received adequate notice of the Settlement to satisfy due process;
- (c) whether the requirements of the Class Action Fairness Act have been satisfied;
- (d) whether the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court;
- (e) whether final judgment approving the Settlement Agreement should be entered;
- (f) whether to grant a Service Award to Plaintiff as the Class Representative, and, if so, the amount; and
- (g) whether to award attorneys' fees and litigation expenses to counsel who represent members of the Settlement Class and, if so, in what amounts.

This Notice is not an expression of the Court's opinion on the merits of any claim in this case, and the Court still needs to decide whether to approve the Settlement. If the Court approves the Settlement, the payments by UPS described above will be made after all related appeals, if any, are favorably resolved. It is always uncertain whether such appeals can be favorably resolved, and resolving them can take time, perhaps more than a year.

2. What is the Lawsuit about? What has happened so far?

On July 11, 2014, plaintiffs Joe Solo and BleachTech filed a putative class action complaint against UPS in the United States District Court for the Eastern District of Michigan, Case No. 2:14-cv-12719. On December 30, 2020, with leave of Court, BleachTech filed an Amended Complaint that excluded Joe Solo as a party, and Mr. Solo is not party to the Settlement Agreement between Plaintiff BleachTech and UPS.

Plaintiff's Amended Complaint alleges that UPS breached its contracts with Plaintiff and Class Members and seeks compensatory, declaratory, and injunctive relief. Plaintiff seeks relief on behalf of itself and all persons or entities who, during 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. In such instances, Plaintiff alleges UPS breached its and Class Members' shipping contracts by overcharging them for the first \$100.00 of declared value for such shipments. UPS denies Plaintiff's allegations and denies that it committed any wrongdoing.

**Questions? Visit [UPSDeclaredValueSettlement.com](https://www.ups.com/declaredvalue) or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

The Parties and Class Counsel have been actively engaged in this and related litigation for approximately eight years. UPS has filed several motions to dismiss Plaintiff's claims. Three appeals to the United States Court of Appeals for the Sixth Circuit have occurred. The Parties have taken depositions. Written discovery has also occurred, and counsel for the Parties have engaged in and attempted to resolve numerous discovery disputes related to written discovery. Counsel for both sides have reviewed voluminous documents produced in response to their contentious discovery requests. The discovery process has involved substantial expense to UPS in its gathering and review of documents and electronically stored information.

The Parties participated in three mediation sessions before the Hon. Gerald E. Rosen (Ret.), on June 27, 2018, June 26, 2020, and September 1, 2020. At the third session, the Parties reached an agreement in principle to settle the Litigation on the terms set forth in the Settlement Agreement. This process led to a Settlement Agreement signed by the Parties on August 20, 2021.

The Settlement is the product of intensive, arm's length negotiations between Class Counsel and UPS's Counsel, with the assistance of an experienced third-party mediator.

3. Why is this case a class action?

In a class action, one or more plaintiffs, called "named plaintiff," or (where a class is certified) "class representative," sue on behalf of people who have similar claims. In this case, the Court has determined that it will likely be able to certify the Settlement Class at or after the Final Approval Hearing. The Class Representative (Named Plaintiff) is seeking relief on behalf of the Settlement Class. All the individuals on whose behalf the Class Representative is suing are "Class Members," and they are also referred to in this Notice as members of the Settlement Class. If the Court approves the proposed Settlement, it will resolve the claims of all Class Members on the issues raised in this case. The Honorable Denise Hood Page, United States District Judge for the Eastern District of Michigan, is presiding over this Lawsuit. The Lawsuit seeks relief on behalf of UPS customers nationwide.

In this case, the Named Plaintiff is BleachTech LLC, and it is Class Representative for purposes of this Settlement.

4. Why is there a settlement?

Under the proposed Settlement, the Court will not decide the merits of the case in favor of either the Plaintiff or UPS. By agreeing to a Settlement, Plaintiff and UPS avoid the significant costs, risks, and delays of litigating the Lawsuit.

This Settlement is the product of extensive arm's length negotiations between Class Counsel and UPS's Counsel, including utilizing the services of an experienced mediator. Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate, and in the best interest of the Class.

WHO IS IN THE SETTLEMENT?

5. How do I know whether I am part of the Settlement?

The Court has preliminarily certified this case as a class action for settlement purposes only. You are a member of the Settlement Class if, from January 1, 2011, through December 29, 2013, you tendered to UPS (or you paid for a package to be tendered to UPS if the package was billed to a different account than the shipper) a U.S. origin package 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. You may have received a postcard or email from the Settlement Administrator or seen a notice published on the internet if you are a member of the Settlement Class.

If you believe you may be a member of the Settlement Class but did not receive a postcard or email notice, immediately contact the Settlement Administrator by mail or phone to confirm from a review of the applicable records whether you are Settlement Class Member.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides monetary and non-monetary benefits to the Settlement Class.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

Under the Settlement, UPS will make a \$4,850,000.00 payment to a Settlement Common Fund, less the amount that will be distributed via account credit. The Settlement Common Fund also includes UPS's separate payment of 50% of settlement administration costs, including notice costs. UPS will pay the cash payment initially into an interest-bearing account to be established by the Settlement Administrator upon final approval of the Settlement. UPS will issue account credits to Class Members with active UPS accounts. The Settlement Administrator will distribute checks to Class Members who no longer have an active UPS account. The amounts paid (by check or account credit) to each Class Member will be made from the Net Settlement Fund on per claim point basis. This means that, based on data supplied from UPS's records, Class Members will receive two claim points for each Covered Package shipped between July 1, 2013, and December 29, 2013. Class Members will receive one claim point for each Covered Package shipped between January 1, 2011, and June 30, 2013. Class Members who do not exclude themselves from the settlement will not receive claim points for packages shipped prior to January 1, 2011. The Settlement Administrator will allocate the amount remaining in the Settlement Common Fund, after payment of attorneys' fees, litigation expenses, any Service Awards, and settlement administration expenses, to each Class Member based upon such Class Member's combined claim points relative to the total number of claim points.

Checks issued to Class Members for their settlement payments that remain uncashed after 90 days will constitute "Unused Class Funds." Unused Class Funds will be donated to the National Consumer Law Center, a § 501(c)(3) nonprofit public interest law firm engaged in the education, training, and promotion of consumer protection law, including recovery of overcharges of consumers by companies, as a *cy pres* award, or such other suitable nonprofit organization as recommended by Class Counsel and approved by the Court.

UPS has also agreed to an injunction requiring certain negotiated changes to the language of its applicable U.S. Rate and Service Guides for three years. Specifically, all future UPS published pricing guides and/or price lists 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 [fee in dollars]
for each \$100.00 (or portion
of \$100.00) of the total value
declared (from \$0.00 to total
value declared)

After the Settlement becomes final, and during the three-year injunctive relief period, UPS may notify Class Counsel of a proposed change in language or format to reflect changes in the law or a change in UPS's business practices. 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 \$100.00). If Class Counsel timely objects to the proposed change and the Parties cannot resolve the dispute, then UPS may seek leave of Court to modify the language or pay for the Parties to resolve the dispute through mediation.

Once the Settlement becomes effective, payment will be credited to Class Members' active accounts or paid by check to Class Members with no active accounts.

The above description of the Settlement is only a summary. The governing provisions are set forth in the Settlement Agreement, which is available at UPSDeclaredValueSettlement.com.

7. How will the Settlement be distributed?

This Settlement provides for a non-reversionary common fund settlement, whose net proceeds are to be distributed by the Settlement Administrator and UPS to Class Members. Claims forms are not required; however, Class Members may be required reasonably to (1) attest to the number of Covered Packages they shipped between January 1, 2011, and December 29, 2013, or (2) verify their identity and payment information to the Settlement Administrator if UPS's records are not sufficient to verify the same.

Class Members with Active Accounts with UPS will receive an account credit. These account credits will be issued by UPS no later than 45 days after the Effective Date, as defined in the Settlement Agreement available on the website. If such account credits are not applied (used), UPS will attempt to refund the unused credits in accordance with UPS's regular business practices as to unused account credits. No unapplied account credits will be retained by UPS. UPS shall document by amount and Class Member each account credit issued and certify under oath or declaration the total amount of such credits within 10 days of issuing the credits.

For Class Members who do not have Active Accounts, the Settlement Administrator shall mail checks to each such Class Member for its, his, or her distribution. Distribution checks will be good for 90 days after the date on the check.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

8. How much will my payment be?

You will receive a share of the Net Settlement Fund on a per claim point basis based on your number of Covered Packages shipped during the Class Period relative to the total such Covered Packages. Class Members will receive two claim points for each Covered Package shipped between July 1, 2013, and December 29, 2013. Class Members will receive one claim point for each Covered Package shipped between January 1, 2011, and June 30, 2013. The Settlement Administrator will divide the Net Settlement Fund by the total number of claim points earned by the Class to determine the value of one claim point (“Claim Point Value”). Each Class Member will be entitled to a share of the Net Settlement Fund equal to the number of claims points that Class Member is entitled to multiplied by the Claim Point Value. The amount of payment per Claim Point Value is unknown at this time.

9. When will I Receive my Payment?

The Court will hold a hearing on June 28, 2022, to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain how any such appeal will be resolved, and resolving them can take time, perhaps more than a year. After any approval by the Court and assuming that any appeals are decided favorably, it may take several months for the Settlement Administrator to pay the ultimate distribution amounts.

10. What rights am I giving up in the Settlement?

If the Settlement is approved, the Court will enter a judgment. This judgment, when it becomes effective, will fully, finally, and forever release all claims asserted or which could have been asserted by Class Members against UPS and its past or present employees, agents, officers, directors, shareholders, insurers, attorneys, advisors, consultants, representatives, parents, subsidiaries, affiliates, joint venturers, and divisions, and each of their predecessors, successors, heirs, and assigns (the “Released Parties”) based upon the facts alleged in the Complaint. These claims described above are referred to as the “Released Claims.” Class Members will release claims as to packages shipped before December 29, 2013, including before January 1, 2011, but not packages shipped after December 29, 2013. See Section 13 of the Settlement Agreement, available at UPSDeclaredValueSettlement.com for details of the release.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Andrew J. McGuinness of Andrew J. McGuinness, Esq., Daniel R. Karon of Karon LLC, and Sanford P. Dumain of Milberg Coleman Bryson Phillips Grossman, PLLC represent Plaintiff and the Settlement Class (“Class Counsel”). You will not be charged by any lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

At the Final Approval Hearing, Class Counsel will apply for an award of attorneys’ fees from the Settlement Common Fund, as defined in the Settlement Agreement. The application for attorneys’ fees will not exceed 33⅓ % calculated as a percentage of the total Settlement Common Fund (i.e., before deduction of any litigation expenses, settlement administration costs, or other amounts). Class Counsel will also seek reimbursement of litigation costs and any settlement administration expenses they incur from the Settlement Common Fund. These applications are subject to approval by the Court, which may award amounts less than those requested.

To date, Class Counsel have not received any payment for their services in prosecuting this case on behalf of the Class, nor have Class Counsel been reimbursed for their out-of-pocket expenses. The fees requested by Class Counsel would compensate Class Counsel for their unpaid efforts over eight years to achieve this Settlement for the benefit of Class Members and for their risk in undertaking this representation on a contingency basis.

Class Counsel may also seek approval at the Final Approval Hearing for payment of a Service Award of up to \$5,000.00 to BleachTech, the Named Plaintiff and Class Representative. Any approved attorneys’ fees, expenses, Service Awards, and one half of settlement administration costs will be paid from the Settlement Common Fund.

**Questions? Visit UPSDeclaredValueSettlement.com or call 1-866-991-0730.
DO NOT CALL THE COURT, as it cannot answer your questions.**

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. Can I exclude myself from the Settlement?

Yes. If you exclude yourself (“opt out”), you will not be eligible to receive any credit or cash payment and will not be bound by any judgment or release of claims against UPS under the Settlement.

To opt out, Settlement Class members must submit a timely and valid Request for Exclusion. To be timely, the Requests for Exclusion must be emailed or postmarked no later than thirty (30) days before the Final Approval Hearing (the “opt-out deadline”). To be valid, a Request for Exclusion must (a) identify the full name and address of the Putative Class Member requesting exclusion; (b) be dated and personally signed (original or electronic signatures accepted) by the Putative Class Member or responsible individual requesting exclusion, or by a person documented to be acting under valid power of attorney, guardianship, or other legal authority to sign on behalf of the Putative Class member or his estate; (c) identify the unique ID of the notice received or UPS account numbers under which shipments were made (or paid); and (d) contain a statement that reasonably indicates a desire to be excluded from the Settlement.

The following statement shall be deemed to meet the requirement of subpart (d) of the preceding sentence: “I want to opt out of the Settlement Class certified in the *BleachTech v. UPS* case.” Additionally, the request for exclusion must provide the unique ID number contained on a postcard or email sent by the Settlement Administrator to the potential Settlement Class member; the UPS account number; and the full name and address of the Settlement Class Member. Requests for Exclusion that do not meet these requirements will not operate to exclude a Class Member from the Settlement. Mass or class opt-outs will not be allowed.

Please mail requests for exclusion to the following address:

UPS Declared Value Settlement Administrator
P.O. Box 5370
Portland, OR 97228-5370

Please email requests for exclusion to the following email: exclusion@upsdeclaredvaluesettlement.com.

Only Class Members who do not opt out may object to the Settlement.

14. If I do not exclude myself from the Class, can I sue UPS for the same thing later?

No. Unless you exclude yourself from the Class by submitting a timely and valid Request for Exclusion as detailed above, you may not bring a lawsuit or claim in any forum asserting any of the Released Claims against UPS.

15. If I exclude myself, can I get money from this Settlement?

No, but you will retain any right you may have to bring a lawsuit, to continue to pursue an existing lawsuit, or to be part of a different lawsuit asserting a Released Claim against UPS.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I don't like the Settlement?

Class Members who do not request exclusion from the Class may object to the Settlement. Class Members who choose to object to the settlement must file written notices of intent to object with the Court and serve copies of any such objection on counsel for the Parties. The written objection and supporting papers must (1) clearly identify the case name and number “*BleachTech v. UPS*, Case No. 2:14-cv-12719”; (2) be filed with the Court no later than 30 days before the Final Approval Hearing; (3) be postmarked and mailed to Class Counsel and Defendants’ Counsel at the addresses listed in this Notice no later than 30 days before the Final Approval Hearing, (unless the Class Member filed an objection via the Court’s ECF system, such that copies will be transmitted electronically to these counsel); (4) set forth the full name, current address, and telephone number, and the unique ID number assigned by the Settlement Administrator of the objecting Class Member; (5) set forth a statement of the position the Class Member wishes to assert, including the factual and legal grounds for the position; (6) state whether the Class Member intends to appear and requests to be heard, in person or through counsel, at the Final Approval Hearing, and set forth the names and a summary of testimony of any witnesses that the Class Member might want to call in connection with

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the objection; (7) provide copies of all documents that the Class Member wishes to submit in support of his or her position; (8) provide the name(s), address(es) and phone number(s) of any attorney(s) representing the Class Member; (9) identify by case name, case number, and court each class action settlement objected to by the Class Member and his or her counsel (if any) in the last three years; and (10) include the Class Member's signature. If a Class Member, their counsel, or any person with whom they are working in bringing the objection has objected to a class action settlement on more than three occasions, the Class Member shall, (i) list all cases in which such objections were filed, and by whom; (ii) state the outcome of the objection; (iii) state the amount of money, if any, paid in connection with the objection to objector, to their counsel, or to anyone else, including by whom such payment was made and whether it was disclosed to the court overseeing the proposed settlement. Only objections fulfilling these requirements will be deemed adequate.

The addresses for filing objections with the Court and service on counsel are listed below. Written objections must be filed with the Court and mailed to the counsel listed below (postmarked or sent via fax or served via the Court's ECF system) by no later than May 30, 2022:

CLERK OF COURT:

Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 564
Detroit, MI 48226

CLASS COUNSEL:

Andrew J. McGuinness
ANDREW J. MCGUINNESS, ESQ.
P.O. Box 7711
Ann Arbor, MI 48107
Fax: (734) 786-9935

Daniel R. Karon
KARON LLC
700 W. St. Clair Ave. Ste. 200
Cleveland, OH 44113
Fax: (216) 241-8175

Sanford P. Dumain
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
100 Garden City Plaza, Suite 500
Garden City, NY 11530
Fax: (212) 868-1229

COUNSEL FOR UPS:

Gregory B. Koltun
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, CA 90017-3543
Fax: (310) 892-5454

UNLESS OTHERWISE ORDERED BY THE COURT, ANY MEMBER OF THE SETTLEMENT CLASS WHO DOES NOT OBJECT IN THE MANNER DESCRIBED HEREIN WILL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL BE FOREVER FORECLOSED FROM MAKING ANY OBJECTION TO THE PROPOSED SETTLEMENT AND THE APPLICATION FOR ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS TO THE NAMED PLAINTIFF.

17. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the proposed Settlement. Objecting does not prevent you from participating and recovering money in the Settlement, but you can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

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THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 10:00 a.m., on June 28, 2022, at the United States District Court for the Eastern District of Michigan, 231 W. Lafayette Blvd., Detroit, Michigan, Courtroom No. 218. The Court may schedule the Final Approval Hearing via videoconference or teleconference. Check the Settlement Website for updates.

YOU DO NOT NEED TO ATTEND THE FINAL APPROVAL HEARING.

At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motions for attorneys' fees and expenses and Service Award to the Plaintiff. It is unknown how long the hearing or these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome to attend at your own expense. If you file and mail an objection, you do not have to attend the hearing to talk about it. If you filed and served on counsel for the Parties your objection on time, it will be before the Court when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. At your own expense, you may also have your own lawyer attend the Final Approval Hearing, but such attendance is not necessary.

20. May I speak at the hearing?

If you are a member of the Settlement Class and you have filed a timely objection, you may ask the Court for permission to speak during the Final Approval Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Approval Hearing in *BleachTech v. UPS*, Case No. 2:14-cv-12719." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be served on the attorneys listed in Paragraph 16, above, postmarked no later than May 30, 2022, and must also be filed with the Clerk of the Court no later than May 30, 2022.

The Final Approval Hearing may be delayed by the Court without further notice to the Class. If you wish to attend the hearing, you should confirm the date and time on the Settlement Website or check with Class Counsel.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing and you are a Class Member, your claims against UPS will be released if the Settlement is approved.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Full details of the Settlement are set forth in the Settlement Agreement. You may read or download a copy of the Settlement Agreement at the Settlement Website at the URL provided in this Notice, by calling the listed toll-free number, or by making a written request and mailing it to the Settlement Administrator. Copies of the Settlement Agreement, as well as the motion seeking preliminary approval of the Settlement and the Preliminary Approval Order, may be viewed at UPSDeclaredValueSettlement.com. **Do not call UPS or the Court with questions about the Settlement.**

DATED: April 8, 2022

By Order of the Court
Hon. Denise P. Hood
United State District Judge

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