

Court File No.

CU-25-00752929-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:



JAMES DOUGLAS ALBERTS

Plaintiff

and

UNITED PARCEL SERVICE CANADA LTD and UNITED PARCEL SERVICE OF
AMERICA INC

Defendant

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

September 29, 2025

Issued by

K. Gao
Local Registrar

Address of
court office:

Superior Court of Justice
330 University Avenue
Toronto ON M5G 1R7

TO: **United Parcel Service Canada Ltd.**
1903 Derry Road East
Mississauga, ON L5S 1E2
Canada

AND TO: **United Parcel Service of America Inc.**
55 Glenlake Parkway NE
Atlanta, GA 30328
United States of America

1. The plaintiff, James Douglas Alberts, on his own behalf and on behalf of the proposed Class (as defined below), claims:

- (a) an order certifying this action as a class proceeding and appointing him as the Representative Plaintiff for the Class;
- (b) a declaration that the defendants engaged in unfair practices in contravention of Consumer Protection Legislation, as defined below;
- (c) a declaration that the defendants contravened Consumer Protection Legislation by demanding payment from consumers for unsolicited services;
- (d) a declaration that the defendants contravened Consumer Protection Legislation by failing to comply with the prescribed requirements for future performance agreements;
- (e) a declaration that the defendants contravened Consumer Protection Legislation by failing to comply with the prescribed requirements for remote agreements or distance sales contracts;
- (f) a declaration that it is not in the interests of justice to require notice be given, and waiving any notice requirement pursuant to section 18(15) of the Ontario *Consumer Protection Act*, 2002, c.30 ("ON CPA"), section 7.2(3) of the Alberta *Consumer Protection Act*, R.S.A. 2000, c. C-26.3, or any other such notice requirement under the Consumer Protection Legislation, or alternatively declaring service of this Statement of Claim as sufficient notice;

- (g) rescission, cancellation and/or a declaration that any agreement between the defendants and the Class Members is invalid and unenforceable under Consumer Protection Legislation;
- (h) an order permanently enjoining the defendants from charging, collecting, demanding, and/or requiring payment from consumers for the Unsolicited Brokerage Fees;
- (i) an order permanently enjoining the defendants from engaging in unfair practices in respect of the Unsolicited Brokerage Fees it charged and continues to charge consumers;
- (j) a declaration that Class Members are entitled to a return of any payments made under any agreement with the defendant for the Unsolicited Brokerage Fees (defined below);
- (k) statutory relief and/or compensatory, restitutionary and/or disgorgement damages pursuant to Consumer Protection Legislation, including a refund of all amounts paid by the Class in respect of the Unsolicited Brokerage Fees;
- (l) an accounting of all revenues and profits made by the defendants from the Unsolicited Brokerage Fees during the Class Period (as defined below);
- (m) an order for restitution and/or disgorgement of all amounts paid in respect of the Unsolicited Brokerage Fees on the basis of unjust enrichment;
- (n) general damages calculated on an aggregate basis or otherwise, for all payments made by the Class Members under the Consumer Agreements;

- (o) punitive and exemplary damages in the mount of \$100 million; ;
- (p) an order of aggregate damages pursuant to section 24 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, and/or an order directing individual hearings in respect of damages pursuant to section 25;
- (q) the costs of notice and distribution pursuant to sections 17(3)(a), 22(1) and 26(9) of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6;
- (r) prejudgment and post-judgment interest in accordance with sections 128-129 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;
- (s) the costs of this proceeding, plus all applicable taxes; and
- (t) such further and other relief as this Honourable Court may deem just.

I. DEFINED TERMS

2. In this Statement of Claim, the following terms have the following meanings:

- (a) “**CBSA**” means Canada Border Services Agency;
- (b) “**Class**” or “**Class Members**” means all persons in Canada, excluding Quebec, who were charged and paid Unsolicited Brokerage Fees by UPS in respect to the import of any goods into Canada from the United States during the Class Period;
- (c) “**Class Period**” means August 28, 2011 to the date on which certification is finally determined;
- (d) “**Class Proceedings Act**” means the *Class Proceedings Act*, 1992, S.O. 1992, c. 6, as amended;

- (e) **“Consumer Agreements”** means any purported agreement between UPS and Class Members relating to the provision of Unsolicited Services or the imposition of Unsolicited Brokerage Fees, whether arising from UPS’s waybill terms, service terms, website notices, or otherwise;
- (f) **“Consumer Protection Legislation”** means consumer protection statutes enacted in each Canadian province and territory, including collectively, the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A, the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c.2; *Consumer Protection Act*, R.S.A. 2000, c. C-26.3; *The Consumer Protection and Business Practices Act*, S.S. 2013, c. C-30.2; *The Business Practices Act*, C.C.S.M. c. B120; *The Consumer Protection Act*, C.C.S.M. c. C200; *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1; and *Business Practices Act*, R.S.P.E.I. 1988, c. B-7; *Consumer Protection Act*, R.S.P.E.I. 1988, C-19, all as amended;
- (g) **“Duties”** means customs duties imposed by the Government of Canada on certain goods imported into Canada under the Canadian Customs Tariff, related legislation, or applicable international trade agreements. The amount of Duties depends on the classification, value, and country of origin of the goods;
- (h) **“Self-Clear” or “Self-Clearing”** means the option of consumers in Canada to act as their own customs broker and clear goods through customs by paying any applicable duties and/or taxes owing at a Canada Border Services Agency office, thereby avoiding payment of related fees charged by a carrier;

- (i) **“Shipping Documents”** means any commercial invoices, customs forms, certificates of origin, waybills, or other documentation generated in connection with the cross-border shipment of goods, whether provided to the Vendor, UPS, or the consumer in respect of goods shipped into Canada;
- (j) **“Taxes”** means federal and/or provincial sales taxes, including the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) in applicable provinces, or a combination of GST and Provincial Sales Tax (PST), as well as any excise taxes levied on certain goods and services;
- (k) **“Unsolicited Brokerage Fees”** means any amounts charged by UPS to recipients of goods shipped into Canada for customs-related services where such fees were not disclosed and the consumer did not request or expressly authorize the service. For clarity, these fees include, without limitation, customs brokerage fees, disbursement or bond fees, C.O.D. fees resulting from collection of payment at the time of delivery, the costs of any permits obtained by UPS to provide these services, and any applicable taxes applied to those fees;
- (l) **“Unsolicited Services”** means the related services provided by UPS in connection with the Unsolicited Brokerage Fees, including but not limited to acting as the consumer’s customs broker, completing customs documentation, paying duties or taxes on the consumer’s behalf, and collecting such amounts via C.O.D. upon delivery, in the absence of a clear request or agreement by the consumer; and
- (m) **“Vendors”** means the third-party businesses or individuals located in the United States from whom Class Members purchased goods and who engaged UPS

(directly or through a logistics intermediary) to deliver the goods into Canada.

Vendors are the counterparties to the initial consumer transaction and the source of the shipped goods;

II. FACTS

A. The Parties

3. The proposed representative plaintiff, Mr. Alberts, is a resident of British Columbia. In or around November 2024, he purchased automobile parts online from a Vendor, which were delivered to him in Canada via shipping services performed by the defendants, United Parcel Service Canada Ltd. and United Parcel Service of America Inc. (collectively, “UPS”). Upon delivery, he was charged \$114.30, which included Unsolicited Brokerage Fees of \$80.30, despite having received no prior notice of these charges. UPS required him to pay these fees before his package was released to him.

4. The defendant, United Parcel Service Canada Ltd., is an Ontario corporation. It is headquartered in Mississauga, Ontario and provides parcel delivery services across Canada, including shipping services from other countries into Canada.

5. The defendant, United Parcel Service of America Inc., is an American corporation, with its head office located in Atlanta, Georgia. It is the parent company of UPS Canada and is in the business of shipping and receiving globally. It is also directly involved in the development, oversight, and execution of UPS’s global shipping operations, including shipments into Canada.

6. United Parcel Service of America Inc. owns, operates, and controls the www.ups.com website, which is used by both Canadian consumers and foreign Vendors to access UPS’s shipping and tracking services, generate commercial invoices and waybills, and obtain information about

delivery processes and fees. The website is a core component of UPS's consumer-facing operations in Canada and forms part of the defendants' representations to consumers.

7. Both defendants are engaged in a joint enterprise in the conduct of the shipping business into Canada. They share personnel, technology, and resources, and jointly determine and implement policies and practices regarding shipping terms, customs brokerage procedures, consumer communications, invoicing, and the assessment and collection of Unsolicited Brokerage Fees.

8. At all material times, the Defendants acted in concert and with a common design, and are jointly and severally liable for the conduct and representations complained of in this proceeding.

B. Shipping & Importing Goods for Personal Use to Canada

9. This action concerns the delivery of goods purchased by Canadian consumers from Vendors located outside of Canada, and the subsequent importation of those goods into Canada using UPS's shipping service.

10. Goods imported into Canada for personal, family, or household use (i.e., goods not intended for sale or commercial use) are generally subject to Taxes. Some goods are also subject to Duties, depending on the country of origin and nature of the goods.

11. When a Canadian consumer orders goods from a foreign Vendor, those goods must clear Canadian customs before delivery. This applies even where the consumer purchases goods online and does not select the courier—i.e., where the Vendor chooses UPS as the shipping provider.

12. UPS is one of the most common carriers used by Vendors for international shipping into Canada. UPS offers multiple international shipping services to Canada, including express and

expedited services which are typically faster. Its basic and most-used option is UPS Standard, which is the subject of this case. UPS Standard is a lower-cost ground delivery service used for most personal shipments from the United States into Canada. UPS describes this service as “day definite, by end of day including Saturday.” It is frequently used by Vendors for routine personal shipments, including online orders.

13. For shipments delivered via UPS Standard, UPS assumes the role of both carrier and customs broker. It prepares and files import declarations with the CBSA on behalf of the recipient, pays applicable Duties and Taxes, and then completes the final delivery.

14. Upon delivery, UPS demands that consumers reimburse it not only for the Duties and Taxes that are required to be paid to CBSA, but also for additional Unsolicited Brokerage Fees which it unilaterally sets. These can include the “brokerage fee” itself, other service fees such as a disbursement or bond fee, applicable taxes on these service fees, and, in some cases, a cash-on-delivery fee for collecting payment at the door.

15. These Unsolicited Brokerage Fees are fees levied by UPS itself, in addition to the shipping and handling charges already paid by the Vendor or consumer. In some cases, these Unsolicited Brokerage Fees exceed the Duties and Taxes applicable to the package being delivered.

C. Unfair Practices of UPS

16. The Unsolicited Brokerage Fees are described by UPS, including on its invoices, in a manner and context that constitutes an unfair practice because, among other things, the representations are false and misleading, as well as misrepresent the nature and purpose of the fees.

17. The Unsolicited Brokerage Fees are excessively one-sided in favour of UPS and so adverse to the consumer as to be inequitable and/or unconscionable and UPS's conduct vis-à-vis those fees is also unconscionable. This conduct includes billing consumers excessive amounts for unauthorized and unsolicited services.

18. Consumers who have received or are receiving imported packages using UPS Standard are not required to request or agree to UPS providing customs-related services, including arranging customs clearance for the goods they have ordered or making Duty & Tax payments on their behalf. Nor are they required to agree to the amount charged by UPS for any such services.

19. The Unsolicited Brokerage Fees also contravene consumer protection legislation explicitly aimed at the disclosure of material facts..

(i) The Unsolicited Brokerage Fees are not disclosed in the purchase transaction with Vendors

20. Consumers complete their purchase through a Vendor's website or sales platform. The Vendor collects payment for the goods and for "shipping" or "shipping & handling"— with no mention that UPS will charge additional fees at the time of delivery.

21. Where the Vendor arranges for UPS to deliver the goods, the consumer has no direct interaction with UPS at the time of purchase.

22. The shipping terms presented to the consumer during the transaction do not disclose that UPS will charge additional Unsolicited Brokerage Fees at the time of delivery, or the quantum of the Unsolicited Brokerage Fees.

23. Furthermore, UPS does not require or encourage Vendors who use its services to disclose that they will charge these Unsolicited Brokerage Fees to consumers.

(ii) The Unsolicited Brokerage Fees are not disclosed by UPS

24. Class members are not advised that they will be charged additional brokerage or processing fees by UPS for facilitating this customs clearance process.

25. UPS fails to provide meaningful or timely disclosure to consumers about its intention to charge Unsolicited Brokerage Fees on international shipments into Canada. Consumers are not informed that UPS will charge a separate customs brokerage fee, nor are they provided with an estimate or explanation of the amount, nature, or basis of such charges.

26. The UPS website contains a page titled "Understanding Customs" located at www.ups.com/ca/en/support/international-tools-resources/understanding-customs, which purports to advise users how customs clearance works when shipping goods internationally. However, the website misleads by omission.

27. The webpage states:

Who pays duties, taxes or fees on international shipping?

Either the shipper or the receiver will be responsible for payment of duties, taxes and fees. In rare instances, these may be charged to a third party.

When the shipper pays duties, fees or taxes, it is called Delivery Duty Paid (DDP). This can improve the customer experience by providing additional clarity and transparency during the buying process. Delivery Duty Unpaid (DDU) means the receiver will need to pay.

If you do not have a UPS payment account, and are simply paying with a credit card, it will default to DDU, meaning the receiver will have to pay the duties, taxes and fees in order to receive their shipment. By opening up a UPS payment account, you can choose who will pay when you create the shipping label.

If the recipient will be responsible for these charges, we recommend you inform them of this before the transaction, to avoid any surprises. However, if the receiver does not pay, UPS may recover the outstanding amounts from you.

28. UPS fails to state that, in addition to government-imposed duties and taxes, it will unilaterally charge its own Unsolicited Brokerage Fees to consumers.

29. Instead, the page creates the misleading impression that “duties, taxes and fees” refer solely to amounts owed to government authorities, rather than amounts UPS may charge at its discretion.

30. UPS also fails to disclose Unsolicited Brokerage Fees in its waybills, invoices, online shipping tools, or tracking interfaces. When consumers enter tracking numbers or attempt to access delivery information, they are not warned that brokerage fees will be charged, nor are they given an estimate of the amount or nature of the charges to expect.

31. As a result, consumers are faced with new and undisclosed charges at the time of delivery, long after the underlying transaction with the Vendor has concluded, when consumers no longer have a real opportunity to avoid incurring the undisclosed charges.

32. At all material times, the Plaintiff and the Class Members were the owners of, or otherwise entitled to the immediate possession of, the goods shipped by the Vendor and carried by UPS.

33. Upon arrival of the goods in Canada, UPS demands payment of these unsolicited fees fees as a condition of releasing the goods, and refuses to release the shipment unless payment is made thus constituting a wrongful detention of such goods.

34. This express and uniform practice operated as an anticipatory refusal to deliver the goods to the Plaintiff and the Class, such that any demand by the individual Class Members would have been meaningless.

35. UPS also fails to inform consumers that in lieu of paying the Unsolicited Brokerage Fees, they can “self-clear” their packages. The self-clearance option is a free or low-cost alternative to

using a courier's brokerage services. It allows the consumer to attend a local CBSA office, pay any Duties and Taxes directly, and receive a B15 receipt, which can then be provided to UPS to complete the delivery without any brokerage charges. By not advising consumers of this option, UPS unilaterally decides to act as consumers' customs broker without authorization in order to demand payment from such consumers before releasing their packages to them.

(iii) The Unsolicited Brokerage Fees are not disclosed during the shipping process

36. As noted above, this Claim concerns Unsolicited Brokerage Fees charged by UPS in connection with goods delivered into Canada from the United States using UPS Standard. In such transactions, a consumer in Canada purchases goods for personal use from a Vendor located outside the country. The Vendor, or the Vendor's logistics partner, consigns the goods to UPS for cross-border delivery. The consumer typically has limited involvement in selecting UPS as the shipping provider. At most, the consumer may select "UPS" on the Vendor's website, but has no direct contact with UPS until the package is out for delivery.

37. In the course of processing the shipment, UPS generates or receives a series of documents required for customs clearance, including a Canada Customs Coding Form submitted to the CBSA, a commercial invoice describing the goods and identifying the shipper, recipient, and declared value, and in some cases a Certificate of Origin identifying the country of origin and supporting any preferential duty treatment under a trade agreement. These documents are collectively the **"Shipping Documents"**.

38. Nothing in the Shipping Documents discloses that UPS intends to charge the recipient Unsolicited Brokerage Fees, or the basis on which these amounts will be calculated. Nor do the

Shipping Documents explain the nature of UPS's brokerage services, or advise the recipient of their legal right to self-clear the shipment and avoid such fees altogether.

39. Consumers are not provided with the Shipping Documents until after UPS has already performed the unsolicited brokerage service and is seeking payment. The Shipping Documents are either enclosed within the delivered parcel, or otherwise made available upon delivery with an invoice. Accordingly, the consumer is provided no meaningful opportunity to review the basis for UPS's charges or to decline the brokerage service before it is performed and billed.

40. At the time the goods are consigned to UPS, the company already has all of the information necessary to calculate or estimate the Unsolicited Brokerage Fees it intends to charge. UPS knows the identity and address of the Canadian consumer, the declared value and nature of the goods, the applicable duties and taxes, and the amount of each fee it plans to impose, including the brokerage fee, disbursement fee, and applicable taxes. UPS knows that it will be acting as the customs broker and that it will demand payment from the recipient. Yet despite having this knowledge, UPS does not disclose the existence or amount of these fees at any point during the shipment process.

41. The first time consumers typically learn that such charges will be imposed is at, or shortly before, the time of delivery, when UPS demands payment before releasing the parcel. By then, the services have already been performed, the fees have already been incurred, and the consumer has no practical ability to refuse, contest, or avoid the charges. In effect, the Unsolicited Brokerage Fees are presented as a ransom for releasing the customer's package.

D. The Plaintiff's Experience

42. In or around November 13, 2024, the Plaintiff purchased a number of automobile parts from a U.S.-based company called Shiftworks Inc. ("Shiftworks"), for personal use on a classic car he was restoring with his son.

43. The Plaintiff had ordered car parts before from different Vendors, so he understood that due to the nature of the goods, there were no import Duties for antique car parts, just Taxes.

44. The Plaintiff paid for the goods and for shipping at checkout in the amount of USD \$223.12 pursuant to the Shiftworks invoice. This included \$43.92 in shipping costs via UPS as the only option. The shipping was arranged by the Vendor, using UPS Standard service. The Plaintiff had no direct contact with UPS during the purchase process and was not informed by either the Vendor or UPS that he would be required to pay additional fees upon delivery.

45. On or about November 21, 2024, UPS attended at Mr. Alberts's door and presented the Plaintiff with a cash-on-delivery invoice demanding payment of \$114.30 as a condition of receiving his parcel. A copy of the invoice is set out below.

FOLD HERE										
POWER OF ATTORNEY UPS IS AUTHORIZED TO ENTER FOR ME/US AT THE PORT OF ENTRY INDICATED ABOVE. THE SHIPMENT OF GOODS DESCRIBED HEREIN THE INVOICE COVERING THE SHIPMENT AS NOW PRODUCED IS THE TRUE AND COMPLETED INVOICE OF ALL THE GOODS INCLUDED IN THE SHIPMENT FONDÉ DE POUVOIR PAR LA PRÉSENTE LE SOUSSIGNÉ AUTORISE UPS À DÉCLARER AU PORT D'ENTRÉE INDICÉ CI-DESSUS LE CONTENU DE L'ENVOI APPARAISSANT SUR LA FACTURE CI-JOINTE. CETTE FACTURE, TELLE QUELLE APPARAÎT ICI FAIT ÉTAT DE TOUTES LES MARCHANDISES COMPOSANT CET ENVOI.										
SIGNATURE: _____				SIGNATURE NOT REQUIRED / SIGNATURE NON REQUISE			DATE: _____		M/M D/J Y/A	
METHOD OF PAYMENT / MODALITÉ DE PAIEMENT <input type="checkbox"/> VISA <input type="checkbox"/> MASTER-CARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> CHEQUE/CHÈQUE <input type="checkbox"/> CERTIFIED CHEQUE/MONEYORDER / CHÈQUE CERTIFIÉ / MANDAT										
IMPORT CHARGES FRAIS D'IMPORTATION	DUTY/ DROITS	GST/TPS + PST/TVQ	EXCISE/ ACCISE	BROK FEE/ FRAIS COURTAGE	BROK GST/ TPS COURTAGE	BROK PST/ TVQ COURTAGE	FRT. COL/ PORT DÜ	PERMIT/ PERMIS	TOTAL VALUE FOR DUTY/ TOTAL VALEUR EN DOUANE	TOTAL C.O.D. TOTAL FRAIS CR
EXCHANGE RATE/ TAUX DE CHANGE 1.3944	0.00	29.98	0.00	80.30	4.02	0.00	0.00	0.00	249.88	114.30
THIS IS A COMPUTER REPRODUCTION OF THE INFORMATION DOCUMENT PRESENTED TO CANADA BORDER SERVICES AGENCY TO CLEAR YOUR SHIPMENT LE PRÉSENT DOCUMENT EST UNE COPIE CRÉÉE PAR ORDINATEUR DU DOCUMENT À L'AGENCE DES SERVICES FRONTALIERS DU CANADA POUR LE DÉDOUANEMENT DE VOTRE ENVOI										

46. The invoice included three charges:

- (a) \$29.98 for GST/PST, being the Taxes that Mr. Alberts understood and accepted owing to the Canadian and British Columbia governments, respectively;
- (b) \$80.30 for a “brokerage fee”; and
- (c) \$4.02 in taxes for those “brokerage fees”.

47. The invoice listed these fees together as “import charges” and did not differentiate between the the fees mandated by the government and those imposed by UPS.

48. The cash-on-delivery invoice from UPS that was provided to the Plaintiff identified Shiftworks as the “shipper” and the Plaintiff as the “importer”. The invoice also contained a box for a signature that asserted that “UPS is authorized to enter for me/us at the port of entry indicated above, the shipment of goods described herein the invoice covering the shipment as now produced is the true and completed invoice of all the goods included in the shipment.” The Plaintiff never signed this document. Instead, the signature line says “signature not required”.

49. The Plaintiff had not been advised that UPS would charge a brokerage fee, nor had he agreed to retain UPS to act as his customs broker. The Plaintiff did not request or authorize UPS to clear the goods through customs on his behalf, nor was he advised that he had the legal right to self-clear the goods through CBSA.

50. Following delivery, the Plaintiff contacted the Vendor to inquire about the brokerage charges. The Vendor, Shiftworks, stated that it was not aware of the fees charged by UPS and did not Causes of Action

51. The Plaintiff pleads that the ON *CPA* and Equivalent Consumer Protection Legislation apply and were breached by UPS, as particularized below. As recipients of a cross-border deliveries, the Plaintiff and Class Members are consumers, and UPS as the courier is a supplier, for the purposes of the ON *CPA* and Equivalent Consumer Protection Legislation. The consumer transaction includes both the underlying purchase with the Vendor, and the delivery services used to fulfill it.

III. CAUSES OF ACTION

A. Breach of Consumer Protection Legislation

(i) Equivalent Consumer Protection Legislation

52. The Plaintiff and Class Members plead and rely upon the Consumer Protection Legislation, including:

- (a) The *Consumer Protection Act, 2002*, S.O. 2002, c.30, Sched. A, sections 7, 8, 11-13, 14-17, 18, 22, 23, 44-47, 92-96, 101;
- (b) the *Consumer Protection Act*, R.S.A. 2000, c. C-26.3, sections 1, 2, 3, 5-7, 7.2, 13, 20-23, 24, 30-31, 35, 142.1;
- (c) the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2, sections 1, 2, 4, 5, 7-10, 12, 14, 17, 23, 27-28, 46-51, 171-172;
- (d) *The Business Practices Act*, C.C.S.M c. B120, sections 1-3.1, 4-6, 8, 23;
- (e) the *Consumer Protection Act*, C.C.S.M. c. C200, sections 59, 61-62, 64, 174-177;
- (f) the *Consumer Product Warranty and Liability Act*, S.N.B. 1978, c. C-18.1, sections 1, 2, 4, 15, 23;

- (g) the *Consumer Protection and Business Practices Act*, S.N.L. 2009, c. C-31.1, sections 2-3, 7-10, 18-19, 21, 24, 28-29, 31;
- (h) the *Consumer Protection Act*, R.S.N.W.T. 1988, c. C-17, sections 70, 107;
- (i) the *Consumer Protection Act*, R.S.N.S. 1989, c. 92, sections 23, 24A, 26, 28, 28A;
- (j) the *Consumer Protection Act*, R.S.N.W.T. (Nu) 1988, c. C-17, sections 70, 107;
- (k) the *Business Practices Act*, R.S.P.E.I. 1988, c. B-7, sections 1-4;
- (l) *The Consumer Protection and Business Practices Act*, S.S. 2013, c. C-30.2, sections 2, 4-5, 6-9, 16(1), 19, 41-43, 44, 46, 93; and
- (m) the *Consumers Protection Act*, R.S.Y. 2002, c.40, sections 58, 59-64.

53. The particulars for class members residing in British Columbia and Ontario are set out below. To avoid unnecessary duplication of pleadings across multiple jurisdictions, Appendix A sets out, for each province and territory, the substantive statutory provisions relied upon and their correspondence to the factual allegations particularized in this pleading.

54. Further, pursuant to the Consumer Protection Legislation, all oral, written, and public statements made by the Defendants to consumers in relation to brokerage and customs-related services are deemed to form part of the consumer contract as express warranties. To the extent the Defendants represented that brokerage fees were mandatory, government-imposed, previously agreed to, or unavoidable, those representations constituted warranties that were false and misleading. By reason of these breaches of warranty, Class Members are entitled under the Consumer Protection Legislation to damages for reasonably foreseeable losses, including damages and/or restitution of payments made in respect of the Unsolicited Brokerage Fees.

(ii) British Columbia

55. The Defendant's conduct constitutes multiple breaches of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2 (the "*BPCPA*").

56. The Unsolicited Services are "services" provided through a "consumer transaction" and the Class Members are "consumers" within the meaning of section 1(1) of the *BPCPA*.

57. The Defendant, by providing both delivery services as well as the Unsolicited Services, is a "supplier" for the purposes of *BPCPA*, which defines a supplier as any "person" who participates in a consumer transaction by supplying goods or services to a consumer or soliciting or offering goods and services as it relates to a consumer transaction.

58. As particularized above, the Defendants provided brokerage and customs-related services without the request or authorization of Class Members and then demanded payment for them as a condition of delivery. The Plaintiff pleads that this constituted the provision of "unsolicited goods and services", within the meaning of section 11 of the *BPCPA*. Section 12(1) provides that a consumer who receives unsolicited services is under no legal obligation in respect of those services, unless and until the consumer expressly acknowledges in writing their intention to accept the services. As particularized above, there was no consent by the Plaintiff and the Class with respect to these services as consumers are not made aware of the Unsolicited Services until they have already been performed and payment is demanded by UPS.

59. UPS breached Division 3 of the *BPCPA* and similar provisions of other Consumer Protection Legislation by demanding payment and making representations that suggest that the consumer is required to make a payment in respect of the Unsolicited Brokerage Fees described above.

60. Class members are entitled under section 14(1) of the *BCCPA* and similar provisions of other Consumer Protection Legislation to a refund of payments made to the Defendant for the Unsolicited Service Fees.

61. The Plaintiff further pleads that, pursuant to section 3 of the *BPCPA*, any waiver or release by a consumer of the rights, benefits, or protections conferred under the Act or regulations is void.

62. In addition, the Defendants engaged in unfair practices by making false, misleading, deceptive and/or unconscionable representations with respect to the Unsolicited Service Fees contrary to sections 4 and 5 of the *BPCPA* and similar provisions of other Consumer Protection Legislation.

63. The Plaintiff and the Class Members are “consumers” and UPS is a “supplier” engaged in the business of supplying delivery services pursuant to the *BPCPA* and other Consumer Protection Legislation. UPS engaged in “consumer transactions” by providing both delivery services, as well as the unsolicited customs-related services to consumers, including arranging for imported goods to clear customs and paying Duties and Taxes on behalf of consumers.

64. UPS engaged in unfair practices based on the following conduct:

- (a) UPS failed to establish a contractual agreement with consumers for the unsolicited services underlying the Unsolicited Brokerage Fees;
- (b) UPS failed to secure the consumer’s consent to act on their behalf in the role of customs broker;
- (c) UPS failed to disclose the existence of the Unsolicited Brokerage Fees;
- (d) UPS failed to disclose the amount of the Unsolicited Brokerage Fees;

- (e) UPS failed to provide consumers with the opportunity, or to disclose to them how, to arrange for customs clearance by themselves, by a licensed customs broker, or by a duly authorized agent;
- (f) UPS represented that the Unsolicited Brokerage Fees had previously been agreed to, including by not requiring the consumers' signature, when they had not;
- (g) UPS used ambiguity or innuendo to represent that the Unsolicited Brokerage Fees were levied by a government authority, when they were not; and
- (h) UPS represented that the Plaintiff and other Class Members was obligated to pay the Unsolicited Service Fees, when they were not.

65. Contrary to subsections 4(3)(a)(i), 4(3)(b)(i)-(iv), and 4(3)(b)(vi) of the *BPCPA*, the Defendants committed deceptive acts or practices:

- (a) that the Unsolicited Brokerage Fees were government-mandated or unavoidable such that the transaction involved obligations when such representations were false, misleading or deceptive;
- (b) that failed to state a material fact which deceived or tends to deceive consumers, including by failing to describe the Unsolicited Brokerage Fees in a manner that is not misleading and/or failing to do so in advance of providing unsolicited customs-related services thereby depriving consumers of the opportunity to arrange for customs clearance by themselves;
- (c) that the consumer was required to pay the fees immediately as a condition of receiving goods they had already purchased; and

- (d) that the Unsolicited Brokerage Fees are determined and set by UPS as a service separate and apart from the delivery services it provides.

66. These omissions and mischaracterizations induced consumers to pay fees they had not agreed to and had no legal obligation to pay.

67. Further, the Defendant also engaged in unconscionable acts contrary to sections 8(3) of the *BPCPA*. UPS knew or ought to have known that:

- (a) by refusing to provide the Plaintiff's and the Class Members' goods until they paid the Unsolicited Service Fees, they were subjecting consumers to undue pressure to enter into a consumer transaction for the Unsolicited Services;
- (b) they were preventing consumers from reasonably protecting their interests by failing or refusing to disclose the services giving rise to the Unsolicited Brokerage Services at the time of the consumers' purchase, or otherwise requiring Vendors to provide such disclosure;
- (c) they were preventing consumers from reasonably protecting their interests by failing or refusing to disclose the Unsolicited Brokerage Fees until after the services were performed without the consumers' consent such that they can no longer access their option to self-clear their goods;
- (d) charging consumers prices for the Unsolicited Services that grossly exceed the cost of alternatives that are readily available, such as self-clearance through the CBSA;
- (e) failing to disclose to consumers that the transaction was excessively one-sided in favour of the Defendants and imposed inequitable terms; and

- (f) representing to consumers that they are required to pay the fees immediately as a condition of receiving goods they had already purchased, thereby subjecting them to undue pressure.

68. Section 9(1) of the *BPCPA* prohibits suppliers from engaging in an unconscionable act or practice. Section 10(1) provides that if such an unconscionable act or practice occurs in respect of a consumer transaction, that transaction is not binding on the consumer.

69. The Defendants also failed to comply with the statutory requirements for future performance agreements, which are set out in section 23 of the *BPCPA*. Contrary to these requirements, Class Members were not provided with a fair description of the additional charges that applied, including the fees and the amount of the fees that UPS could reasonably determine ahead of time. Further, UPS failed or refused to provide Class Members with an express opportunity to accept or decline its services before the fees were incurred.

70. Further and in the alternative, the arrangement whereby UPS demands payment for its Unsolicited Services meets the definition of “distance sales contracts” for the purposes of the *BPCPA* and thus are governed by Division 4 of *BPCPA*. The Defendants further failed to comply with the requirements applicable to distance sales contracts, in contravention of sections 46 to 48. The agreements between UPS and the Class Members were not entered into in person, without compliance with the requirement that UPS provide the prescribed information *before* the transaction. This includes UPS’s failure or refusal to provide consumers in advance with a fair and accurate description of the services to be supplied, an itemized list of the prices at which services were to be supplied, and a description and amount of the additional charges such as Unsolicited Brokerage Fees.

71. As a result, under sections 27 and 50 of the *BPCPA* and any similar provisions in other Consumer Protection Legislation, any agreements between UPS and the Class Members are cancellable, and neither binding nor enforceable.

72. The Plaintiff and Class Members are entitled to damages, including the right to recover any amounts in respect of the Unsolicited Brokerage Fees paid to UPS under section 171 of *BPCPA*.

(iii) Ontario

73. In respect of members of the Class residing in Ontario, the Defendants' conduct constitutes multiple breaches of the *Consumer Protection Act, 2002*, S.O. 2002, c. 30, Sched. A (the "ON CPA").

74. The Plaintiff pleads that the conduct particularized at paragraphs 16-41 constituted the provision of unsolicited services, within the meaning of section 13(9) of the ON CPA. Section 13(1) provides that a consumer who receives unsolicited services is under no legal obligation in respect of those services.

75. UPS breached section 13(2) and similar provisions of Equivalent Consumer Protection Legislation by demanding payment and making representations that suggest that the consumer is required to make a payment in respect of the Unsolicited Brokerage Fees described above.

76. Class members are entitled under section 13(6) of the CPA and similar provisions of Equivalent Consumer Protection Legislation to a refund of payments made to the Defendant for the Unsolicited Service Fees.

77. If necessary, the Plaintiff pleads that it is in the interests of justice for this Court to waive any requirement that individual consumers make a demand for a refund within a prescribed time

period, or comply with any associated procedural requirements, pursuant to section 101 of the ON *CPA* and similar provisions under Equivalent Consumer Protection Legislation. Section 8 of the ON *CPA* expressly contemplates that claims arising from consumer agreements may proceed by way of class proceeding. It would defeat the purpose of that provision to require each Class Member to give individual notice or make individual demand, particularly in circumstances where the Defendants' conduct actively misrepresented the nature of the charges in question and obscured the fact that the impugned fees relate to unsolicited services.

78. In addition, the Defendants engaged in unfair practices by making false, misleading, deceptive and/or unconscionable representations with respect to the Unsolicited Service Fees contrary to sections 14, 15 and 17 of the ON *CPA* and similar provisions of Equivalent Consumer Protection Legislation.

79. The Plaintiff and the Class Members are "consumers" and UPS is a "supplier" engaged in the business of supplying delivery services pursuant to the ON *CPA* and Equivalent Consumer Protection Legislation.

80. UPS engaged in "consumer transactions" pursuant to the ON *CPA* and Equivalent Consumer Protection Legislation by providing both delivery services, as well as the unsolicited customs-related services to consumers, including arranging for imported goods to clear customs and paying Duties and Taxes on behalf of consumers.

81. In the case there is any ambiguity as to the interpretation of any consumer agreement entered into, the Plaintiff relies on section 11 of the ON *CPA* and similar provisions in Equivalent Consumer Protection Legislation.

82. In addition, pursuant to section 7 of the ON *CPA*, any waiver or release by a consumer of the rights, benefits, or protections conferred under the Act or its regulations is void. To the extent the Defendants purport to rely on any such waiver or release, the Plaintiff pleads that it is of no force or effect.

83. UPS engaged in unfair practices based on the conduct particularized at paragraph 64.

84. Contrary to subsection 14(2)(1), subsection 14(2)(2), subsection 14(2)(10), and subsections 14(2)(13)-(16), the Defendants made false, misleading or deceptive representations as particularized at paragraph 65.

85. These omissions and mischaracterizations induced consumers to pay fees they had not agreed to and had no legal obligation to pay.

86. The Defendants also made unconscionable representations, contrary to section 15(1)-(2) of the ON *CPA* in accordance with the conduct particularized at paragraph 67.

87. The Defendants further violated section 16 of the ON *CPA* by using custody of the consumer's goods to pressure them into paying the Unsolicited Brokerage Fees. The Defendants unilaterally altered the terms of the delivery services they were originally to provide, after the fact, by conditioning delivery on payment of additional, undisclosed fees.

88. Section 17 of the CPA prohibits suppliers from engaging in any unfair practice. Section 18 entitles a consumer to rescission, damages, and other relief where a supplier has engaged in an unfair practice. The Plaintiff and Class Members rely on these remedies.

89. The Defendants also failed to comply with the statutory requirements for consumer agreements as specified in Part IV of the ON *CPA*, many of which are set out in the *General*

Regulation, O. Reg. 17/05. In particular, the Defendants do not comply with the requirements for future performance agreements, as set out in the prescribed regulations in accordance with section 22, nor do they comply with the requirements applicable to remote agreements, in contravention of sections 44 to 47.

90. As a result, under sections 23, 47 and 93 of the ON *CPA* and similar provisions in other Consumer Protection Legislation any agreements between UPS and the Plaintiff and putative Class Members are cancellable, and neither binding nor enforceable.

91. The Plaintiff and Class Members are entitled to damages, including the right to recover any amounts in respect of the Unsolicited Brokerage Fees paid to UPS under sections 18(2) and 96(6) of the ON *CPA*, and similar provisions of Equivalent Consumer Protection Legislation because the return or restitution of the unsolicited services provided by UPS is no longer possible.

92. Where possible, the Plaintiff and Class Members are entitled to any other relief under sections 18, 24, 93, and 95 of the ON *CPA*, including rescission, refund, statutory damages, and restitution of all amounts paid to UPS in respect of the Unsolicited Brokerage Fees.

B. Unjust Enrichment

93. The Defendants have been unjustly enriched by the receipt of the Unsolicited Brokerage Fees charged to Class Members. Class Members suffered a corresponding deprivation by being required to pay for unsolicited services they did not request, did not authorize, and were not informed of in advance. Class Members were further deprived of the opportunity to make informed choices about how their shipments would be cleared, including the ability to self-clear their goods through CBSA or decline UPS's brokerage services altogether.

94. There is no juristic reason for UPS's enrichment. The enrichment resulted from services that were neither requested nor disclosed in advance, and that were imposed unilaterally without the consumer's knowledge or consent.

95. Further, no juristic reason exists as any contractual terms or conditions purporting to authorize these charges are void, inapplicable, or unenforceable under the ON *CPA* and Equivalent Consumer Protection Legislation, as set out above.

96. As a result, Class Members are entitled to restitution of all amounts paid to UPS in respect of the Unsolicited Brokerage Fees. In the alternative, or in addition, they are entitled to disgorgement of the profits earned by the Defendants through the collection of such fees, and to an accounting where necessary to determine the full extent of the revenues obtained.

C. Detinue and Conversion

97. At all material times, the Plaintiff and the Class Members were entitled to the immediate possession of the goods purchased from the applicable Vendors, which were carried by UPS for delivery in Canada.

98. UPS withheld these goods and refused to release them unless and until the Plaintiff and Class Members paid the Unsolicited Brokerage Fees. This wrongful detention of the goods from the Plaintiff and the Class Members who were entitled to their immediate possession constitutes the tort of detinue.

99. Further or in the alternative, by unlawfully detaining the goods, UPS intentionally delay with the goods in a manner that is inconsistent with the rights of the Plaintiff and the Class Members, as owners, thereby depriving the Plaintiff and the Class Members of the use and

possession of their goods. This withholding of the goods pending payment of the Unsolicited Brokerage Fees constitutes the tort of conversion.

100. In each case, the Plaintiff and the Class Members are entitled to damages.

IV. DAMAGES

101. As a result of the conduct particularized herein, the Class has suffered damages, which include:

- (a) amounts paid by Class Members in respect of the Unsolicited Brokerage Fees;
- (b) general damages for the loss of opportunity to self-clear imported goods through the Canada Border Services Agency and avoid such fees;
- (c) harm to consumer autonomy and dignity through the imposition of charges without consent or meaningful disclosure;
- (d) statutory damages, including rescission or refund, under the ON *CPA* and Equivalent Consumer Protection Legislation; and
- (e) restitution and/or disgorgement of the benefits obtained by the Defendants through the wrongful collection of Unsolicited Brokerage Fees.

102. In the alternative, or in addition, the Plaintiff pleads that the Defendants have been unjustly enriched by the collection of the Unsolicited Brokerage Fees, and that Class Members are entitled to restitution of all amounts paid, or disgorgement of the profits earned by the Defendants, together with an accounting to determine the extent of that enrichment.

103. The Plaintiff pleads that damages may be assessed on an aggregate basis in accordance with section 24 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6. The practice complained of

was systemic, uniform, and tracked across UPS's internal systems. The amounts charged and collected in respect of Unsolicited Brokerage Fees are identifiable and quantifiable, and do not require individualized proof to establish liability or loss. Alternatively, the Plaintiff seeks directions under section 25 of the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 for individual hearings to determine the damages owed to Class Members.

A. Punitive Damages

104. The plaintiff pleads and relies on section 100(3) of the *ON CPA*, and similar provisions as available in Equivalent Consumer Protection Legislation.

105. The Defendants' conduct warrants the imposition of substantial punitive and exemplary damages. The Defendants knowingly and deliberately concealed the nature and existence of the Unsolicited Brokerage Fees from consumers, thereby depriving them of the ability to make informed choices and imposing fees for services they did not request.

106. By obscuring these fees, the Defendants artificially lowered the apparent cost of UPS Standard service to extract revenue from consumers using its least expensive service tier. This conduct was designed not only to maximize profit, but also to penalize cost-conscious consumers for selecting a lower-cost delivery option.

107. The Defendants' actions were high-handed, deliberate, and in bad faith. They represent a marked departure from the standards of commercial conduct expected of a global shipping provider entrusted with consumer goods and personal transactions. An award of punitive damages is necessary to achieve denunciation, deterrence, and retribution, and to signal that conduct of this nature will not be tolerated by the Court.

108. Moreover, the Defendants were expressly made aware of the illegality and unfairness of this practice through a prior class action in Ontario in 2011. That action involved the same practice of charging undisclosed brokerage and related fees on cross-border shipments, where the court certified the class action and granted partial summary judgment finding that UPS's brokerage services were unsolicited services under the ON *CPA*. UPS settled that proceeding for its conduct prior to 2011, but has continued the same conduct unabated.

109. The Defendants' decision to persist in charging undisclosed Unsolicited Brokerage Fees—despite prior litigation, judicial findings, and a negotiated resolution—demonstrates a wilful disregard for the rights of consumers and heightens the need for punitive sanction.

V. OTHER

110. The Plaintiff proposes this action be tried in Toronto.

September 29, 2025

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Appendix “A”
Consumer Protection Legislation Relied On

Section	Nature of Obligation or Prohibition	Paragraphs in Claim of Related Allegations
Alberta – <i>Consumer Protection Act</i>, R.S.A. 2000, c. C-26.3		
s. 1	Definitions of consumer, consumer transaction, services and supplier	¶56-57, ¶63
s. 2	Waiver or release of rights, benefits or protections under Act or regulations void	¶61, ¶82
ss. 5-6	Unfair practices prohibited	¶61-68
ss. 7, 7.2	Remedies for unfair practices include cancellation, damages, restitution	¶71-72
ss. 20–23	Negative option practices prohibited (i.e., unsolicited services)	¶58–60, ¶74–75
ss. 30–31, 35	Direct sales contracts requirements	¶69–70, ¶89
s. 13(1), 28	Remedies: cancellation, damages, restitution	¶71–72, ¶90–92
Manitoba – <i>The Business Practices Act</i>, C.C.S.M c. B120		
ss. 2–8	Unfair business practices prohibited	¶61-68
s. 3.1	Prohibition against using possession to pressure renegotiation	¶87
Manitoba – <i>Consumer Protection Act</i>, C.C.S.M. c. C200		
ss. 59, 61–62, 64	Requirements for all retail sales or retail hire-purchases of goods or services	¶69–72, ¶89–92
ss. 174–177	Negative option practices prohibited (i.e., unsolicited services)	¶58–60, ¶74–75
New Brunswick – <i>Consumer Product Warranty and Liability Act</i>, S.N.B. 1978, c. C-18.1		
s. 4, 15, 23	Seller’s oral, written, or public statements deemed express warranties	¶54, ¶61–62, ¶65

Section	Nature of Obligation or Prohibition	Paragraphs in Claim of Related Allegations
Newfoundland & Labrador – <i>Consumer Protection and Business Practices Act</i>, S.N.L. 2009, c. C-31.1		
s. 3	Waiver or release of rights, benefits or protections under Act or regulations void	¶61, ¶82
s. 7–9	Unfair practices prohibited	¶61-68
s. 10	Remedies for unfair practices include cancellation, damages, restitution	¶71-72
ss. 18–19, 21	Unsolicited services prohibited	¶58–60, ¶74–75
ss. 24, 28–29, 31	Distance sales contracts requirements	¶69–70, ¶89
Northwest Territories – <i>Consumer Protection Act</i>, R.S.N.W.T. 1988, c. C-17		
s. 70	Implied and express warranties and conditions in consumer sales	¶54, ¶61–62, ¶65
s. 107	Waiver or release of rights, benefits or protections under Act or regulations void	¶61, ¶82
Nova Scotia – <i>Consumer Protection Act</i>, R.S.N.S. 1989, c. 92		
s. 23, 24A	Unsolicited goods and negative option practices prohibited	¶58–60, ¶74–75
s. 26, 28A	Implied and express warranties and conditions in consumer sales	¶54, ¶61–62, ¶65
s. 28	Waiver or release of rights, benefits or protections under Act or regulations void	¶61, ¶82
Nunavut – <i>Consumer Protection Act</i>, R.S.N.W.T. (Nu) 1988, c. C-17		
s. 70	Implied and express warranties and conditions in consumer sales	¶54, ¶61–62, ¶65
s. 107	Waiver or release of rights, benefits or protections under Act or regulations void	¶61, ¶82
Prince Edward Island – <i>Business Practices Act</i>, R.S.P.E.I. 1988, c. B-7		
s. 2–3	Unfair practices prohibited	¶61-68
s. 4	Remedies for unfair practices include rescission, damages, restitution	¶71-72

Section	Nature of Obligation or Prohibition	Paragraphs in Claim of Related Allegations
Saskatchewan – <i>Consumer Protection and Business Practices Act</i>, S.S. 2013, c. C-30.2		
s. 4–9	Unfair practices prohibited	¶61–68
ss. 16(1), 19	Express and statutory warranties and conditions in consumer sales	¶54, ¶61–62, ¶65
s. 41–43	Unsolicited goods prohibited	¶58–60, ¶74–75
s. 44 ¹	Requirements for direct agreements, including remote agreements	¶69–70, ¶89
s. 93	Remedies: cancellation, damages, restitution	¶71–72, ¶90–92
Yukon – <i>Consumers Protection Act</i>, R.S.Y. 2002, c.40		
s. 58	Statutory warranties on retail sales	¶54, ¶61–62, ¶65
ss. 59–64	Requirements for direct sellers (including without prior request by buyer) and cancellation	¶69–72, ¶89

¹ See also *The Consumer Protection and Business Practices Regulations*, [RRS c C-30.2 Reg 1](#), ss. 3–5–3–14

JAMES DOUGLAS ALBERTS
Plaintiff

-and-

UNITED PARCEL SERVICE CANADA LTD
Defendant

CV-25-0075292-0000
Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

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