

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

EDGE LOGISTICS SERVICES CORP. d/b/a
EXPAK LOGISTICS, a Nevada Corporation,

Plaintiff,

v.

BLUE PACKAGE DELIVERY, LLC, a Minnesota
Limited Liability Company; and AMAZON.COM,
INC., a Delaware Corporation,

Defendants.

Civil Case No. _____

COMPLAINT AND JURY DEMAND

Plaintiff Edge Logistics Services Corp. d/b/a Expak Logistics (“Plaintiff”), for its
Complaint against Defendants Blue Package Delivery, LLC (“Blue Package”) and Amazon.com,
Inc. (“Amazon”) (collectively, “Defendants”), alleges, upon personal knowledge with respect to
itself and its own acts, and upon information and belief with respect to all other matters, as
follows:

PARTIES

1. At all relevant times, Plaintiff was and is a Nevada Corporation, with its principle
place of business in the State of California.

2. Upon information and belief, at all times mentioned herein, Defendant Blue
Package was and is a limited liability company duly organized and existing under and by virtue
of the laws of the State of Minnesota, with its principle place of business in the state of
Minnesota. According to Blue Package’s website:

The goal of Blue Package Delivery is to provide our clients with a premier
delivery solution. Our delivery service includes direct entry of packages to the
United States Postal Service (USPS) while maintaining superior service and
package visibility nationwide.

3. Upon information and belief, at all times mentioned herein, Defendant Amazon was and is a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, with its principle place of business in the State of Washington. Amazon is one of the world's leading online retailers.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(a)(2), in that there is complete diversity among the parties and the amount in controversy exceeds \$75,000.

5. Venue is proper in this district pursuant to 28 U.S.C. § 1391, because Defendants are subject to personal jurisdiction in this district.

FACTUAL BACKGROUND

6. On or about October 16, 2012, Blue Package, on its own behalf, and as an agent for and on behalf of its principle Amazon, entered into a so-called "Carrier Transportation Agreement" (the "Agreement") with Plaintiff. Among other things, the Agreement required: (i) Plaintiff to deliver certain packages for Amazon; and (ii) Amazon to pay to Plaintiff certain amounts specified therein in exchange for making such deliveries.

7. The Agreement further provides as follows:

[Plaintiff] is responsible for the freight while in its possession or control. Any loss or damage to the freight may result in a claim pursuant to this Section IV. The value of the claim for loss or damage to freight may include the replacement value of the goods and costs associated with the original packaging, handling and shipping of a parcel up to a maximum of \$ 00 per parcel, plus [Amazon's] costs incurred in connection with such loss including administrative charges and any other loss or damage suffered by [Amazon], including, but not limited to, loss or damage related to claims by third parties and fees (including attorneys' fees) and expenses related thereto. *No deduction by [Amazon] from payments for services rendered by [Plaintiff] with respect for disputed claim will be allowed without prior approval of [Plaintiff].*

(Emphasis added.)

8. At the present time, Defendants owe Plaintiff at least \$285,000 pursuant to the terms of the Agreement for deliveries previously made by Plaintiff.

9. Additionally, Defendants owe Plaintiff at least \$170,000 under the terms of the Agreement for past claims that Defendants made to Plaintiff without basis.

10. Plaintiff has demanded these amounts from Defendants and Defendants have failed and refused to pay these amounts to Plaintiff.

FIRST CAUSE OF ACTION
(Breach of Contract – Against All Defendants)

11. Plaintiff repeats and realleges the allegations contained in each of the foregoing paragraphs as if fully set forth herein.

12. The Agreement is a valid and enforceable contract.

13. Under the terms of the Agreement, Defendants are required to pay Plaintiff at least \$285,000 for deliveries previously made by Plaintiff, plus an additional \$170,000 for past claims that Defendants made to Plaintiffs without basis.

14. Plaintiff has demanded these amounts from Defendants and Defendants have failed and refused to pay these amounts to Plaintiff.

15. Defendants have therefore materially breached the Agreement.

16. As a direct and proximate result of Defendants' material breach of the Agreement, Plaintiff has been damaged in an amount to be determined at trial, but no less than \$455,000, plus interest and fees thereon in an amount to be determined at the time of trial.

17. The Agreement provides that “[i]n the event of any dispute under this Agreement, in addition to any other damages or relief awarded a party, the prevailing party shall be entitled to reasonable attorneys fees expenses [sic] of such party that are related to the dispute from the

other party.” Plaintiff has been required to retain counsel to prosecute the present action on its behalf and is entitled to recover its reasonable attorney’s fees and costs incurred herein.

RELIEF

WHEREFORE, Plaintiff Edge Logistics Services Corp. d/b/a Expak Logistics respectfully demands judgment in its favor and against Defendants as follows:

1. For compensatory damages in an amount to be determined at trial, but no less than \$455,000;
2. For Plaintiff’s reasonable costs, expenses and attorneys fees;
3. For prejudgment interest at the maximum legal rate; and
4. For such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues triable to a jury.

FAFINSKI MARK & JOHNSON, P.A.

Dated: May 10, 2013

By: s/ Thomas K. Klosowski
Thomas K. Klosowski (#176321)
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
Telephone: (952) 995-9500
Facsimile: (952) 995-9577
E-Mail: Thomas.Klosowski@fmjlaw.com

**Counsel for Plaintiff
Edge Logistics Services Corp.
d/b/a Expak Logistics**