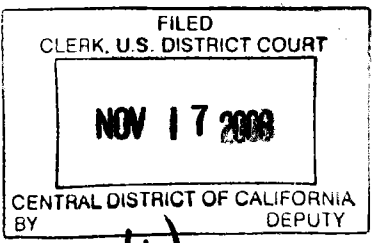


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 7 EXPRESS CORPORATION AND FRED
 8 SMITH

9 UNITED STATES DISTRICT COURT
 10 CENTRAL DISTRICT OF CALIFORNIA

11 SULEIMAN C. EDMONDSON AND
 12 TARA SMITH

13 Plaintiffs,

14 vs.

15 FEDERAL EXPRESS CORPORATION,
 16 a corporation; FRED SMITH,
 17 Chairman/President and CEO; and
 18 DOES ONE through One Hundred;

19 Defendants.

Case No. CV07-06688 R (RCx)

**DEFENDANT FEDERAL
 EXPRESS CORPORATION'S
 STATEMENT OF
 UNCONTROVERTED FACTS
 AND CONCLUSIONS OF LAW**

Date: November 17, 2008
 Time: 10:00 a.m.
 Courtroom: 8
 Hon. Manuel Real

Complaint Filed: September 14, 2007
 Trial Date: February 24, 2009

23 Federal Express Corporation (“FedEx”) submits the following Statement of
 24 Uncontroverted Facts in Support of its Motion for Partial Summary Judgment:

1 1. On or about July 12, 2007, The Cochran Firm contracted with FedEx
2 to ship certain cargo from Los Angeles, California to Suleiman Edmondson, 2425
3 W. Seventh Avenue #2, Vancouver, British Columbia, Canada.

4
5 2. The Cochran Firm did not declare a value for the Shipment.

6 3. The Shipment traveled under FedEx airbill number 839487531203.

7
8 4. The Shipment was delivered on July 24, 2007.

9 5. While in transit the box containing the shipment burst spilling some
10 of the contents of the box. The shipment was repackaged and sent to its
11 destination. Possibly some of the contents of the shipment did not get repackaged.
12 For purposes of this motion FedEx will admit that some of the pages were not
13 returned to the box during reshipment.
14
15

16 6. The contractual terms governing the Shipment were contained in the
17 FedEx International Air Waybill and Warsaw Convention incorporated by
18 reference in the Air Waybill.
19

20 7. The FedEx International Air Waybill states as follows:

21
22 If the carriage of your shipment by air involves an ultimate
23 destination or stop in a country other than the country of departure the
24 Warsaw Convention, and any of its subsequent amendments and
25 protocols (“Warsaw Convention”) may be applicable and govern and
26
27

1 in most cases limit our liability for loss damage delay shortage,
2 misdelivery, nondelivery, misinformation, or failure to provide
3 information in connection with your shipment.
4

5 In certain countries, the Warsaw Convention limits our liability to
6 US\$9.07 per pound (US\$20 per kilogram) (or the equivalent in local
7 currency), unless you declare a higher value for carriage as described
8 below.
9

10
11 8. FedEx is a federally certificated all cargo air carrier operating under
12 the authority granted it by the Federal Aviation Administration.

13
14 9. Pursuant to the Warsaw Convention as modified by the Montreal
15 Protocol the limit of liability for damage to goods in transit is 17 SDR per kilo.
16

17 DATED: October 9, 2008

18
19 Respectfully Submitted,

20 **FEDERAL EXPRESS CORPORATION**

21
22 By: /s/ Robert R. Ross
23 Robert R. Ross, Esquire
24 Attorney for Defendants
25 Federal Express Corporation
26 Fred Smith and Does 1-25

27 *So Ordered .*

28  NOV-17, 2008
3