

May 29, 2009

(Toronto/Hamilton, Ontario)

IMPARK FACES CLASS ACTION OVER PARKING VIOLATION FEES

A Statement of Claim was issued in the Ontario Superior Court of Justice in Toronto on May 28, 2009, proposing a class action claim seeking damages relating to parking violation fees in all Impark parking lots in Ontario.

The claim seeks damages of \$50 million, plus punitive and exemplary damages.

The action has been commenced under the *Class Proceedings Act*, 1992, S.O. 1992, c.6, as amended, by Toronto residents, Stephanie Graham and Angela Miceli.

The Statement of Claim alleges that Impark charges violation fees to all individuals who park vehicles and who overstay beyond the parking time allotted through purchase of a parking voucher or through failure to display a parking voucher.

The Statement of Claim alleges that the violation fees charged are contrary to the provisions of the *Consumer Protection Act*, 2002, c.30.

The Statement of Claim alleges that individuals who park at Impark parking lots enter into parking agreements to park vehicles for flat fees by the hour. Parking vouchers are purchased, however, the parking vouchers contain very little information and do not contain the full terms of the agreement entered into.

The Statement of Claim alleges that if an individual overstays beyond the time purchased or fails to purchase and/or display a parking voucher, Impark charges a violation fee of almost \$70.00 which amount constitutes a fine.

The fine charged is well in excess of the normally-applicable parking rates and even well above the daily maximum chargeable at the lots.

The Statement of Claim furthermore alleges that Impark's violation notices are similar in appearance and nature to the parking tickets which are issued by municipal authorities for parking violation on municipal streets.

The plaintiff, Stephanie Graham, parked at an Impark parking lot on York Street in Toronto. She paid a fee to park through purchase of a parking voucher at a mechanical dispenser. The parking voucher did not set-out any violation fee if Graham overstayed beyond the time purchased.

When Graham returned to her vehicle, a violation notice left on her vehicle notified her that she was being charged a violation fee of \$68.90.

The plaintiff, Angela Miceli, was also charged a violation fee, however, she did not even leave her vehicle at an Impark parking lot. Her son was using her vehicle and he parked and overstayed forty-three minutes at an Impark parking lot and was charged a

violation fee of \$68.90, despite the fact that the posted daily maximum charge at the lot was only \$5.00.

The Statement of Claim alleges various breaches of the *Consumer Protection Act* and says that the violation fees are improper and illegal.

The Statement of Claim contains allegations which have yet to be proven in Court.

The claim is being pursued by Bates Barristers and Scarfone Hawkins LLP as co-counsel. The two firms have significant experience in handling actions on behalf of individuals who have been harmed by the wrongful conduct of others.

Counsel for the plaintiffs, Paul Bates of Bates Barristers and David Thompson of Scarfone Hawkins LLP argue that the proposed class proceeding represents not only the preferable procedure for dealing with this dispute, but the **only** available procedure presenting an opportunity for redress.

Attached is a copy of the Statement of Claim.

Specific information as to the claim is available at www.classactionlaw.ca or www.batesbarristers.com.

For more information contact Paul Bates at 416-869-9898 or pbates@batesbarristers.com or David Thompson at 905-523-1333 or thompson@shlaw.ca