

Court of King's Bench of New Brunswick

Judicial District of [Insert District]

Court File No.: [To be assigned]

Between:

Marie Seshat Landry, on behalf of proposed Class Members
Plaintiff

- and -

Tangerine Bank
Defendant

STATEMENT OF CLAIM

(Pursuant to Rule 23.11 – Class Proceedings)

1. Overview

1. The Plaintiff brings this proposed class action on behalf of all persons in Canada who have been charged an NSF (Non-Sufficient Funds) or overdraft fee by the Defendant, Tangerine Bank, in connection with an attempted electronic funds transfer or withdrawal where the account balance was insufficient to cover the transaction.
2. The Plaintiff alleges that the Defendant's practice of charging a flat \$45 NSF fee constitutes an unconscionable, punitive, and unlawful charge that disproportionately penalizes consumers, especially those in financial distress.
3. The Plaintiff seeks restitution, damages, and declaratory relief under principles of contract law, restitution, and consumer protection as governed federally under the *Bank Act* and at common law.

2. The Parties

4. The Plaintiff, Marie Seshat Landry, is an individual residing in [City], New Brunswick. The Plaintiff was charged a \$45 NSF fee by Tangerine Bank on or about May 30, 2025.
5. The Defendant, Tangerine Bank, is a federally regulated bank incorporated under the laws of Canada, with its principal place of business in Toronto, Ontario. Tangerine Bank operates nationwide and offers financial products including chequing and savings accounts.

3. The Class

6. The Plaintiff proposes to represent a class of all persons in Canada who, on or after [insert date], were charged one or more NSF or overdraft fees by Tangerine Bank in connection with

insufficient funds in their accounts.

4. Material Facts

7. Tangerine Bank routinely charges a \$45 fee whenever an account holder initiates a transaction—typically an electronic funds transfer (EFT)—and the account lacks sufficient funds to cover the amount.

8. The cost to Tangerine for such a failed transaction is minimal—measured in cents—yet the customer is charged a \$45 fee without any genuine connection to the bank’s actual administrative cost or loss.

9. These fees are automatically deducted, often without adequate or real-time notification, leaving many customers unaware until after the fee has been imposed.

10. The Plaintiff asserts that such fees disproportionately affect lower-income individuals, create cycles of compounding debt, and are imposed in circumstances where consent is at best presumed, not informed.

5. Causes of Action

A. Unconscionability

11. The Defendant’s NSF fee constitutes an unconscionable term under Canadian common law: it is grossly excessive, imposed in circumstances of inequality of bargaining power, and provides no commensurate service or benefit to the consumer.

B. Unjust Enrichment

12. The Defendant has been unjustly enriched at the expense of class members, having collected NSF fees disconnected from actual cost or service rendered.

13. There is no juristic reason for this enrichment, particularly where consumers derive no actual benefit and the fee is imposed automatically.

C. Breach of Duty of Good Faith

14. The imposition of excessive NSF fees violates the Defendant’s duty to deal fairly and in good faith with its customers, particularly in consumer financial contracts.

D. Breach of Disclosure Obligations (Bank Act)

15. The Defendant’s fee practices contravene the spirit and potentially the letter of federal disclosure obligations under the *Bank Act* and related regulations.

6. Remedies Sought

The Plaintiff claims on behalf of the class:

- An order certifying this action as a class proceeding;
- A declaration that the NSF fees imposed were unconscionable and unenforceable;
- Restitution or disgorgement of all NSF fees paid by class members;
- General damages in an amount to be determined at trial;
- Punitive and exemplary damages;
- Interest and costs of this action; and
- Such further and other relief as this Honourable Court may deem just.

7. Place of Trial

16. The Plaintiff proposes that the trial of this action be held in [City], New Brunswick.

DATED this _____ day of _____, 2025.

Marie Seshat Landry

Plaintiff in Person
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