

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

THE LAW OFFICES OF KANNER &
PINTALUGA, P.A.,

Plaintiff,

v.

KAUFMAN LAW FIRM, P.C.,

Defendants.

)
)
) CIVIL ACTION NO. 2019CV329569
)
) **TEMPORARY AND**
) **PERMANENT INJUNCTIVE**
) **RELIEF SOUGHT**
)
) **JURY TRIAL DEMANDED**
)
)
)
)
)
)

COMPLAINT

Plaintiff, The Law Offices of Kanner & Pinaluga ("K&P"), by and through undersigned counsel, hereby files this Complaint against Defendant, Kaufman Law Firm, P.C. ("Kaufman"), and alleges as follows:

I. NATURE OF THE ACTION

1.

This is an action for unfair competition for common law service mark infringement and the violation of Georgia's Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-370 *et seq.*, as well as for associated temporary and permanent injunctive relief, arising from Kaufman's misleading and deceptive advertising scheme designed to trade on the goodwill and widespread recognition of the K&P name and intentionally confuse and mislead the public into believing they are contacting K&P for legal services when, in fact, they are actually contacting Kaufman.

II. THE PARTIES, JURISDICTION, AND VENUE

2.

K&P is a Florida professional association with its principal place of business in Boca Raton, Florida. K&P conducts business in Georgia as a law firm using its name as a common law service mark. K&P has suffered and continues to suffer significant injury from the infringement giving rise to this lawsuit through, *inter alia*, lost business in the Georgia market.

3.

Kaufman is a Georgia professional corporation conducting business in Georgia as a law firm.

4.

Kaufman may be served with process through its registered agent, C. Jeffrey Kaufman, at 100 Galleria Parkway SE, Suite 1100, in Atlanta, Georgia.

5.

Kaufman has been properly served in this action.

6.

Jurisdiction and venue are proper.

III. STATEMENT OF FACTS

The K&P Name and its Fame

7.

K&P is engaged in the business of providing legal services, including personal injury legal services, across eight states, including Georgia, and has expended a great deal of effort to brand itself as a highly reputable law firm.

8.

K&P consistently allocates substantial portions of the firm's earnings to advertising. As a result of this significant investment, K&P has built considerable and the name recognition and goodwill. K&P's name and advertisements, including the firm's advertisements made under the 411-PAIN slogan, are ubiquitous.

9.

K&P is the owner of the common law service marks "Kanner & Pinaluga," "Kanner and Pinaluga," "Kanner + Pinaluga," "Kanner Pinaluga," "The Law Offices of Kanner & Pinaluga," and any variations thereof, which have been used in service by K&P since at least 2003. K&P also has common law intellectual property rights in its website located at www.kpattorney.com ("K&P's Website").

10.

In light of K&P's longstanding fame in the field of legal services, the K&P name has acquired substantial, if not incalculable, value to K&P.

11.

Unfortunately, K&P's fame has also created a market for infringers like Kauffman and/or its agents, which have attempted to unlawfully profit from the goodwill and name recognition associated with the K&P name.

Defendant's Infringing Activity

12.

Kaufman is engaged in the business of providing legal services in the Georgia market, including personal injury legal services, which puts K&P and Kaufman in direct competition with each other for a common pool of customers in the Georgia market.

13.

Kaufman obtains clients through online advertising, including the use of Google AdWords to run internet advertisements to drive consumer traffic to its website.

14.

Google AdWords is a Google advertising service through which advertisers bid on certain keywords or search terms in order for the advertisers' "clickable" advertisements to appear on the first page of Google's search results for those keywords or search terms alongside the organic search results.

15.

Advertisers, such as Kaufman, pay for these keywords or search terms based on a bidding system. Specifically, the advertiser bids the maximum amount of money it is willing to pay for its advertisement to appear in response to specific keywords or search terms. Google then collects a fee from the bidder/advertiser each time its advertisement is "clicked" in response to a Google search with the purchased keywords or search terms.

16.

In order to divert consumers searching for K&P's website to Kaufman's website, Kaufman has paid Google to place its misleading website listings on the first page of results for the search term "Kanner & Pinaluga," and/or variations thereof. An example of the misleading ad placement on a mobile device is attached as attached as Exhibit A.

17.

When a consumer searches Google for the keyword "Kanner & Pinaluga" (and/or variations thereof), Kaufman's clickable advertisement(s) appear at the top of the first page of

Google search results in an effort to divert that search traffic from K&P's Website to Defendant's website. *See id.*

18.

Upon information and belief, Kaufman and/or its agent are buying the keyword "Kanner & Pinaluga," and/or variations thereof, in a manner that makes Kaufman's advertisements appear as related to or derived from K&P.

19.

Upon information and belief, Kaufman and/or its agent has purchased the name "Kanner & Pinaluga," and/or variations thereof, as keywords from Google AdWords, AdWords Express, or some other Google advertising program to mislead consumers.

20.

Kaufman's advertisement does not clearly indicate that it is a separate legal service provider from K&P and not associated with K&P in any way. (Kaufman's acts referred to above are collectively referred to herein as the "AdWords Scheme.")

21.

K&P has not authorized Kaufman or any third-party vendor to use its common law service marks, including the K&P name, or any variation thereof, in commerce.

22.

In good faith, K&P has demanded that Kaufman cease and desist from using its AdWords Scheme, but Kaufman has stubbornly refused to do so and continues to implement it. A copy of K&P's cease and desist letter to Kaufman is attached hereto as Exhibit B.

23.

As recently as November 5, 2019, Kaufman's advertisements continued to appear on the

first page of Google search results for “Kanner & Pintaluga” (and/or variations thereof) pursuant to Kaufman’s AdWords Scheme.

24.

Kaufman’s Adwords Scheme involves trading on the goodwill of the K&P name to cause initial confusion among consumers searching for K&P.

25.

Kaufman’s Adwords Scheme causes confusion and mistake among consumers as to the source or origin of Kaufman’s advertisement(s), particularly among consumers utilizing mobile devices who are unable to distinguish between organic search results and paid advertisements, and misleads such consumers into believing they are being directed to the K&P’s Website, when in fact, they are being directed to Kaufman’s website.

26.

Additionally, by using generic words or phrases in their ads with such close proximity to K&P’s paid advertisements and organic search results, Kaufman is intentionally diverting consumers searching for K&P who are attempting to navigate to K&P’s Website and contact K&P, particularly those consumers utilizing mobile devices who are unable to distinguish between organic search results and paid advertisements.

27.

Kaufman’s unlawful infringement upon the common law service marks, which are famous marks, has caused, and will continue to cause, substantial damages, including irreparable harm to K&P’s reputation and goodwill for which there is no adequate remedy at law.

28.

K&P has retained undersigned counsel and has agreed to pay its attorneys a reasonable

fee to prosecute this action. K&P is entitled to recover its attorneys' fees from Kaufman pursuant to applicable law, including O.C.G.A. §10-1-373.

29.

All conditions precedent to the bringing of this action have either been satisfied or have been waived by Kaufman.

COUNT I
Unfair Competition
(Common Law Service Mark Infringement)

30.

K&P realleges paragraphs 1-29 as though fully set forth herein.

31.

This is an action for unfair competition in connection with Kaufman's AdWords Scheme.

32.

Kaufman's AdWords Scheme constitutes an unfair, unlawful, and/or deceptive business practice that infringes upon K&P's common law service marks.

33.

K&P competes with Kaufman for a common pool of customers.

34.

Kaufman's AdWords Scheme uses the K&P name, and/or variations thereof, in connection with the sale, offering for sale, distribution, and advertising of its legal services and such use is likely to cause confusion, to cause mistake, or to deceive.

35.

Kaufman's infringing acts have been committed with knowledge that such infringing acts are intended to be used to cause confusion, to cause mistake, or to deceive.

36.

As a direct and proximate result of Defendant's unfair competition, Plaintiff has suffered damages.

COUNT II
Trade Name Infringement and Violation of Georgia Deceptive Trade Practices Act
(O.C.G.A. § 10-1-370 *et seq.*)

37.

K&P realleges paragraphs 1-36 as though fully set forth herein.

38.

This claim is for violation of the Georgia Uniform Deceptive Trade Practices Act, O.C.G.A. §§10-1-370 *et seq.*, which renders unlawful deceptive trade practices when a person or entity causes confusion or misunderstanding as to the origin or affiliation of services, including legal services.

39.

Kaufman willfully engaged in deceptive trade practices and unfair advertising by adopting K&P's name as part of Kaufman's AdWords Scheme, which was and is likely to confuse, mislead and injure consumers as to the source of sponsorship, approval, certification, affiliation, connection, or association of legal services.

40.

As a direct and proximate result of Kaufman's deceptive trade practices and unfair advertising, consumers have suffered and will continue to suffer an injury or detriment.

41.

Kaufman has willfully engaged in the trade practice knowing it to be deceptive.

42.

As a direct and proximate result of Kaufman's deceptive and unfair advertising, K&P has suffered and will continue to suffer significant actual damages, as more specifically described below in the prayer for relief.

COUNT III
Preliminary and Permanent Injunction

43.

K&P realleges paragraphs 1-42 as though fully set forth herein.

44.

K&P is entitled to an order of preliminary and permanent injunctive relief against Kaufman, preventing Kaufman from using the K&P name as part of its AdWords Scheme, alone or in combination with any other letters, words, letter strings, phrases, or designs in commerce or in connection with any business related to its legal practice or for any other purpose (including, but not limited to, paid advertisements on Google and other internet search providers) and Kaufman's further violations of law as set forth in this Complaint.

45.

K&P has suffered and will suffer imminent and irreparable injury arising from Kaufman's violations of law. K&P has no other adequate remedy at law, and any potential injury to Kaufman as a result of injunctive relief is outweighed by injury caused by the current and ongoing wrongful actions of Kaufman.

COUNT IV
Attorneys' Fees and Expenses of Litigation
(O.C.G.A. § 13-6-11)

46.

K&P realleges paragraphs 1-45 as though fully set forth herein.

47.

Kaufman has acted in bad faith with regard to the actions and circumstances giving rise to this action. Kaufman has been stubbornly litigious and has caused K&P undue burden and expense with regard to the claims asserted in the action. Kaufman failed to cease and desist from using its AdWords Scheme, despite K&P's reasonable request that it do so.

48.

As a result, K&P is entitled to recover K&P's attorneys' fees and other expenses of litigation pursuant to O.C.G.A. § 13-6-11 from Kaufman.

IV. PRAYER FOR RELIEF

WHEREFORE, K&P prays that the Court award the following relief:

(a) Issue process and that the Kaufman be served and required to appear as provided by law;

(b) Adjudge that Kaufman has competed unfairly with K&P in violation of K&P's respective common law service mark rights;

(c) Adjudge that Kaufman has engaged in deceptive trade practices in violation of O.C.G.A. §§ 10-1-370 *et seq.*;

(d) Adjudge that, as a direct and proximate result of Kaufman's infringing activities and deceptive trade practices, specifically, its AdWords Scheme, K&P has suffered substantial damage and is entitled to, among other things, actual and consequential damages, including lost profits;

(e) Adjudge that, pursuant to O.C.G.A. §10-1-373, Kaufman and each of its agents, employees, attorneys, successors, assigns, affiliates, and joint venturers and any person(s) in active concert or participation with it, and/or any person(s) acting for, with, by, through or under

it, be enjoined and restrained permanently from advertising, designing, or promoting any goods that prominently display the K&P name or another confusingly similar approximation or colorable imitation of the K&P name in connection with the promotion of its legal services or any related services or committing any other acts calculated to cause purchasers, advertisers, or the general public to believe that Kaufman's products or services, including but not limited to its legal services, are related to K&P's services;

(f) Order that Kaufman file with the Court and serve upon K&P, within thirty (30) days after the service of the injunction upon Kaufman, a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with such injunction and judgment as may be entered pursuant to this Complaint;

(g) Adjudge that K&P recover any profits that are attributable to Kaufman's illegal acts;

(h) Order an accounting of and impose a constructive trust on all of K&P's funds and assets that arise out of or were obtained due to its wrongful activities adjudged above;

(i) Adjudge that K&P be awarded its costs and disbursements incurred in connection with this action, including K&P's reasonable attorneys' fees pursuant to O.C.G.A. §10-1-373;

(j) Adjudge that K&P is entitled to recover K&P's attorneys' fees and other expenses of litigation pursuant to O.C.G.A. §13-6-11 from Kaufman; and

(k) Such other relief as this Court deems is just and proper.

JURY TRIAL DEMANDED

Plaintiff demands trial by jury on all issues so triable as a matter of law.

Dated this 19th day of November, 2019.

WEINBERG WHEELER HUDGINS
GUNN & DIAL, LLC

/s/ P. Shane O'Neill
P. Shane O'Neill, Esq.
Georgia Bar No.: 297849
3344 Peachtree Road, NE, Suite 2400
Atlanta, Georgia 30326
Telephone: 404-876-2700
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Aaron P. Davis, Esq.
(*Pro Hac Vice* to be filed)
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DAVIS GOLDMAN, PLLC
1441 Brickell Avenue, Suite 1400
Miami, FL 33131
Telephone: 305-800-6673
adavis@davisgoldman.com
dallison@davisgoldman.com
Attorneys for Plaintiff

EXHIBIT A

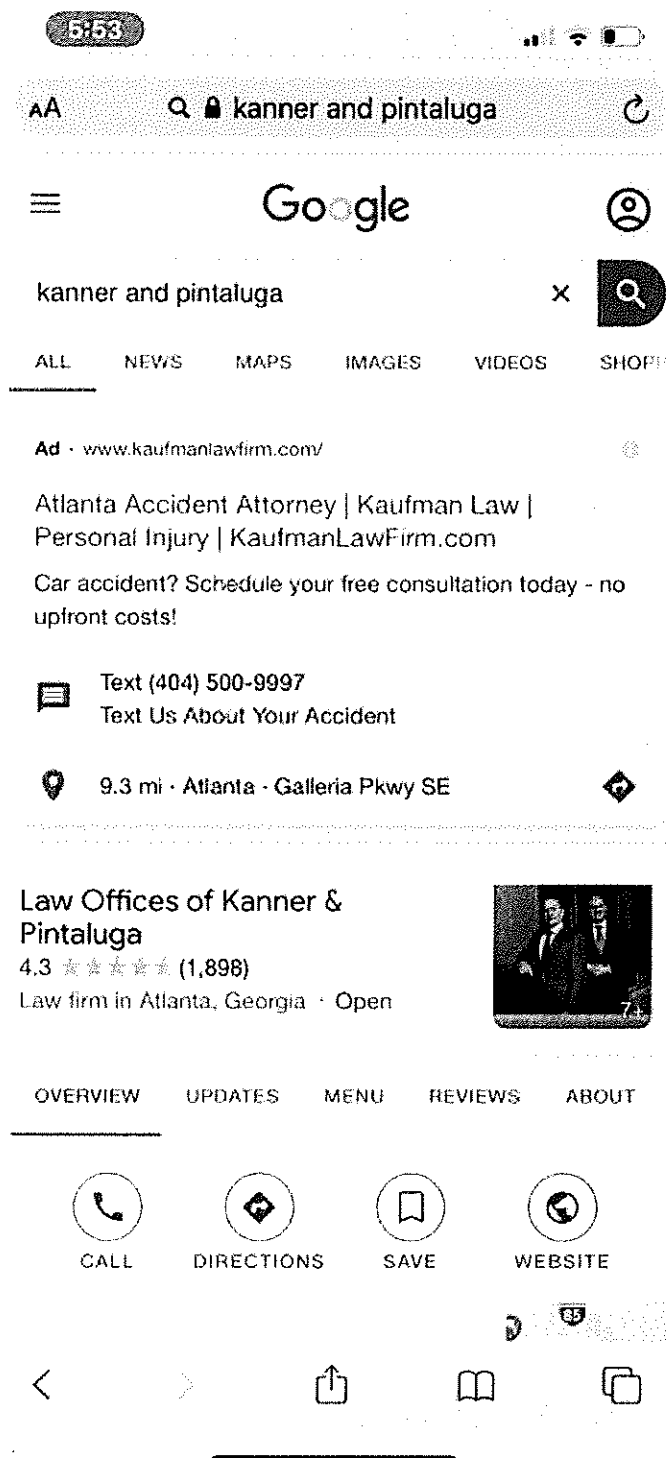


EXHIBIT B



Aaron P. Davis
Partner

Four Seasons Tower
1441 Brickell Avenue | Suite 1400 | Miami, FL 33131
o: 305.800.6673 | d: 305.722.5819 | c: 305.283.7887
adavis@davisgoldman.com

August 15, 2019

SENT VIA CERTIFIED MAIL

Jeffrey Kaufman, Esq.
Kaufman Law Firm, P.C.
100 Galleria Pkwy SE, Suite 1100
Atlanta, GA 30339

RE: Unauthorized Use of AdWords, Brand Name, Identity Theft, Theft of Company Property and violations of Federal and Florida State laws Affecting the rights of The Law Offices of Kanner & Pinaluga, P.A. and their conversion rates.

Davis Goldman Client: The Law Offices of Kanner & Pinaluga, P.A.

Davis Goldman File No.: 19.159.001.02

Mr. Kaufman:

This firm represents The Law Offices of Kanner & Pinaluga, P.A. ("Kanner & Pinaluga") in connection with their business activities and intellectual property rights. We are writing to address Kaufman Law Firm, P.C.'s ("Kaufman Law Firm") purchase of the Kanner & Pinaluga name and trademark as a search engine keyword/Google AdWord and the misleading advertisement(s) being displayed as result of searches thereof. In the future, you should direct all correspondence regarding these matters to this office at the address provided. If you are represented by legal counsel, please direct this letter to your attorney immediately and have your attorney notify this office of such representation.

Kanner & Pinaluga offers legal services, including personal injury services, across eight states and over twenty cities. Kanner & Pinaluga consistently allocates substantial portions of the firm's earnings to advertising. As a result of the significant investments and the recognition that Kanner & Pinaluga has built a considerable amount of goodwill and substantial recognition in the Kanner & Pinaluga name.

It has come to our attention that Kaufman Law Firm is responsible for creating sponsored advertisements appearing on Google, and possibly other search engine websites that are generated after a searcher types in a search containing the Kanner & Pinaluga marks. Said searches include but are not limited to "Kanner & Pinaluga," "Kanner + Pinaluga," and "Kanner Pinaluga." Said searches result in paid advertisements for Kaufman Law Firm, such as "NO Fees Unless We Win | Kaufman Law Firm Injury Attorneys." These non-source identifying advertisements are an

attempt to divert consumers and preexisting clients of Kanner & Pinaluga, who are attempting to contact Kanner & Pinaluga, to instead direct them to Kaufman Law Firm in a confusing and misleading manner.

Your purchase of my Client's trademark as a keyword or AdWord from Google is a blatant attempt to misappropriate Kanner & Pinaluga's brand name, marketing expertise, which is intentionally deceitful and misleading to consumers. Using our client's trademark in connection with legal-related services directly competitive to those offered by Kanner & Pinaluga is likely to cause initial interest confusion, if not actual confusion. Courts have recognized that a cause of action exists under the Lanham Act based on the unauthorized use of another's trademark as a keyword. A recent Georgia District court opinion noted the relevant factors to analyze whether there is a likelihood of "initial interest confusion" are "(1) the strength of the mark, (2) the evidence of actual confusion, (3) the type of goods and degree of care likely to be exercised by the purchaser, and (4) the labeling and appearance of the advertisements and the surrounding context of the screen displaying the results page. Courts have further held that the last factor—the labeling and appearance of the advertisements and the surrounding context of the surrounding screen displaying the search results—is the most critical in determining whether a likelihood of confusion exists in cases where the defendant has used a competitor's mark as a keyword search term." *EarthCam, Inc. v. OxBlue Corp.*, 46 F. Supp. 3d 1210, 1241 (N.D. Ga. 2014).

Furthermore, the court in *Edible Arrangements LLC v. Provide Commerce, Inc.*, relying on Second and Ninth Circuit precedent, summarized the current state of the law regarding trademark infringement based on keyword advertising, determining that the crux of the issue is whether a defendant's keyword purchases, combined with the look and placement of that defendant's advertisement, create a search results page which misleads, confuses or misdirects a consumer searching for a trademarked brand to the website of a competitor in a manner in which the source of the products offered for sale be the competitor is unclear. *Edible Arrangements LLC v. Provide Commerce, Inc.*, 2016 U.S. Dist. Lexis 99291 (D. Conn., July 29, 2016).

As mobile search increasingly replaces traditional desktop searching, applying either the *EarthCam* or *Edible Arrangements* standard in the context of mobile search, it is clear that Kaufman Law Firm's sponsored advertisements create a result page that is likely to mislead, confuse, or misdirect consumers who are searching for Kanner & Pinaluga. Taking into consideration the various factors that differentiate mobile search from traditional desktop search (e.g. screen size, touch screen, the hurried and distracted setting in which mobile search often occurs). If a potential client searched for "Kanner & Pinaluga" or a variation thereof, on a mobile device, and encountered the Kaufman Law Firm's ad, which is devoid of any identifying text, it is reasonable, if not inevitable, to conclude that the ad is related to Kanner & Pinaluga.

The subsequent diversion of these potential clients, who in many cases are likely to be unsophisticated in making legal services purchasing decisions, is being accomplished by creating a likelihood of confusion as to the source of the sponsored advertisement, which is the touchstone for a claim for trademark infringement. In fact, a district court in California found that a law firm's purchase of a competing law firm's trademark was a violation of the Lanham Act. *Binder v. Disability Group Inc.*, 97 USPQ2d 1629 (C.D. Cal. 2011). The court also found that plaintiff had established its claims for false advertising and unfair trade practices based on the same facts. *Id.*

Sections 32(a) and 43(a) of the Lanham Act provide that any person who uses a registered, or unregistered, trademark in commerce in connection with the sale or advertising of goods or services, and the use is likely to cause confusion or mistake, in infringing on the trademark owner's rights. In such cases, the Lanham Act provides for recovery of plaintiff's damages and defendant's profits made as a result of such public confusion, including damages for corrective advertising in cases such as this. Furthermore, 15 U.S.C. § 1117(b), allows for the recovery of treble damages and attorney's fees based upon willful copying of another's trademark, and § 1118 allows for the seizure of items which causes such public confusion. The unauthorized use of the Kanner & Pinaluga name has affected my client's conversion rate and has resulted in a substantial decrease in business and lost revenue for Kanner & Pinaluga. Kaufman Law Firm cannot misappropriate the substantial sums of money and time that my client has spent in building up their brand and name nor retain the unfair benefit from the use of my client's brand name.

My client hereby demands that the Kaufman Law Firm, P.C. (i) immediately cease and desist any and all use of the Kanner & Pinaluga name or any confusingly similar variation thereof; (ii) stop purchasing the Kanner & Pinaluga Marks through Google AdWords, Bing or any other keyword advertising services; and (iii) utilize negative keywords corresponding to the Kanner & Pinaluga Marks to ensure Kaufman Law Firm ads are not generated as a result of searches for the Kanner & Pinaluga. If Kaufman Law Firm fails to engage with us concerning this reasonable request, we are prepared to take all appropriate legal action seeking to enjoin such illegal conduct. This will include pursuing a lawsuit, which would seek an injunction, a disgorgement of all profits resulting from this conduct, and recovery of Kanner & Pinaluga's attorney's fees. *See* 15 U.S.C. §§ 1116, 1117.

Please be advised that my client is prepared to take all appropriate steps to protect their trademarks and other rights. Before further expense is incurred, my client is offering you one opportunity to avoid litigation by signing the agreement contained on the following page, consenting to immediately cease and desist from any and all infringing activity including the use, or permitting/facilitating the use, of the branded words "Kanner & Pinaluga," "Kanter + Pinaluga," "Kanter Pinaluga," or any other confusingly similar language in connection with Google AdWords or any other advertisements within ten (10) calendar days of receiving this correspondence.

Sincerely,


AARON P. DAVIS, ESQ.

APD/la

Agreement to Cease and Desist Certain Activities

The undersigned covenants to take the following actions immediately: (i) immediately cease and desist any and all use of the Kanner & Pinaluga name or any confusingly similar variation thereof, any and all text, trademarks, trade dress, documents, images, business, sales, business models or any facsimile thereof in connection with the Kanner & Pinaluga name; (ii) stop purchasing the Kanner & Pinaluga Marks through Google AdWords, Bing or any other keyword advertising services; (iii) cease and desist from any and all unfair competition with, from disparaging, and/or claiming or implying in any manner that is likely to cause confusion in the mind of the consuming public any connection between your products and services with those of, The Law Offices of Kanner & Pinaluga, P.A.; and (iv) utilize negative keywords corresponding to the Kanner & Pinaluga Marks to ensure Kaufman Law Firm ads are not generated as a result of searches for the Kanner & Pinaluga.

The undersigned shall sign such additional documents and undertake such additional actions as necessary to facilitate and accomplish the promises contained in this Agreement and shall cooperate with Kanner & Pinaluga and its licensees, in good faith, to accomplish both the spirit and letter of this Agreement.

Should Kanner & Pinaluga, or any of its licensees, be required to enforce this Agreement, upon prevailing, Kanner & Pinaluga, or any of its licensees (as applicable), shall be entitled to recover their reasonable attorney's fees and costs at all levels of such litigation, including on appeal. In the event of any such litigation, all parties agree to the exclusive jurisdiction of the state and federal courts with jurisdiction over Broward County, Florida, and further consent to submit themselves to the personal jurisdiction of the courts within that venue, hereby waiving all claims of lack of personal jurisdiction and/or forum non conveniens therein.

Dated: _____

For: _____
(Print Name)

By: _____

Its: _____
(Print Title)

CERTIFIED MAIL



7018 1130 0001 3131 2701

**Davis
Goldman**



1441 Brickell Avenue | Suite 1400 | Miami, FL 33131

Jeffrey Kaufman, Esq.
Kaufman Law Firm, P.C.
100 Galleria Pkwy SE, Suite 1100
Atlanta, GA 30339

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**Jeffrey Kaufman, Esq.
Kaufman Law Firm, P.C.
100 Galleria Pkwy #1100
Atlanta, GA 30339**



9590 9402 4666 8323 2305 06

2. Article Number (Transfer from service label)

7018 1130 0001 3131 2701

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A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

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☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
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☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express®
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Domestic Return Receipt