



MATERN LAW GROUP, PC

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Tel: (310) 531-1900 | Fax: (310) 531-1901

August 26, 2025

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

Hoehn Motors, Inc.
5475 Car Country Drive
Carlsbad, CA 92008

**Via Certified U.S. Mail – Return
Receipt Requested**

Hoehn Motors, Inc.
6800 Avenida Encinas
Carlsbad, CA 92011

Re: Notice Pursuant to California Labor Code § 2699.3

Employee: Rebecca Drake

Employer: Hoehn Motors, Inc.

To Whom It May Concern:

This office represents Rebecca Drake (“Ms. Drake”), who is employed by Hoehn Motors, Inc., (“Employer”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 7-2001, which Ms. Drake alleges Employer has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Concurrently herewith, our office is also transmitting payment in the amount of \$75.00 for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Ms. Drake’s demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Ms. Drake’s employment and potential claims must be preserved, even without a court order.

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Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including “adverse inference” jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of Employer’s current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 7-2001, §§ 11–12; failure to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 7-2001, §§ 11(D) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 7-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 7-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 7-2001, § 7; and unlawful deductions and withholdings from employees’ wages in violation of Labor Code §§ 221 and 223.

The allegations made by Ms. Drake on behalf of herself and all other similarly-situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods are less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods are less than ten minutes, not provided, interrupted, and/or late; employees are not provided one hour of pay for each workday a meal period was not provided; employees are not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees are not paid proper minimum and overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and Employer’s failure to compensate its employees fully, as set forth above, employees’ wage statements are inaccurate and failed to comply with California law. Additionally, Employer made unlawful deductions and withholdings from employees’ wages. In short, Employer’s unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 7-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any

¹ “[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory.” *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

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employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties has agreed in writing to on duty meal periods.

Ms. Drake and other aggrieved employees were and are and are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 7-2001, § 11. Employer failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Ms. Drake’s and other aggrieved employees’ meal periods are short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Employer has consistently failed to provide Ms. Drake and other aggrieved employees with legally compliant meal breaks because it requires employees to remain on duty and available to customers during breaks, and employees’ meal breaks are regularly interrupted by customer calls and walk-ins. Employer also failed to provide adequate coverage to allow employees to take uninterrupted meal periods. In addition, Ms. Drake and other aggrieved employees were not provided with a second meal break when they worked shifts in excess of 10 hours.

Employer further violated Labor Code § 226.7 and Wage Order No. 7-2001 by failing to compensate Ms. Drake and other aggrieved employees who are not provided with meal periods in accordance with California law one additional hour of pay at each employee’s regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 7-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Ms. Drake and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 7-2001. Employer failed to authorize and permit its employees to take required rest periods. Specifically, Employer maintains a policy or practice of not authorizing and permitting Ms. Drake and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. Employer consistently fails to authorize and permit Ms. Drake and other aggrieved employees to take rest breaks because Ms. Drake and other aggrieved employees are given too much work to perform during their shifts to take rest breaks. When Ms. Drake and other aggrieved employees are able to take rest breaks, Employer fails to authorize and permit Ms. Drake and

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other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Employer further violated Labor Code § 226.7 and Wage Order No. 7-2001, § 12 by failing to pay Ms. Drake and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 7-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Ms. Drake and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 7-2001, § 4. Employer failed to pay Ms. Drake and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Ms. Drake and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Drake and other aggrieved employees to work through their meal breaks but not compensating them for this time; requiring, suffering or permitting Ms. Drake and other aggrieved employees to work overtime but not compensating them for all overtime worked; illegally and inaccurately recording time worked by Ms. Drake and other aggrieved employees; failing to properly maintain Ms. Drake's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Ms. Drake and other aggrieved employees for each pay period; and other methods to be discovered. For example, Ms. Drake's wage statements evidence severely underpaid overtime, for which she has not been compensated. In addition, Ms. Drake was required to respond to time-sensitive work communications off-the-clock, but was not compensated for that time worked.

Employer's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 7-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 7-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Ms. Drake and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 7-2001. Employer failed to compensate Ms. Drake and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by,

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among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 7-2001, § 3; failing to include all remuneration in the calculation of the regular rate of pay; requiring, suffering or permitting Ms. Drake and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Ms. Drake and other aggrieved employees to work through meal periods but not compensating them for this time; requiring, suffering or permitting Ms. Drake and other aggrieved employees to work overtime but not compensating them for all overtime worked; illegally and inaccurately recording time worked by Ms. Drake and other aggrieved employees; failing to properly maintain Ms. Drake's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Ms. Drake and other aggrieved employees for each pay period; and other methods to be discovered. Ms. Drake's wage statements, for instance, evidence severely underpaid overtime.

In violation of California law, Employer has refused to perform its obligations to compensate Ms. Drake and other aggrieved employees for all wages earned and all hours worked. Employer's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 7-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages are earned.

Employer failed to pay Ms. Drake and other aggrieved employees on its regularly scheduled payday for all work performed during the preceding pay period. Specifically, Employer required Ms. Drake and other aggrieved employees to work off-the-clock without compensation and required Ms. Drake and other aggrieved employees to work through required meal breaks without compensation. Additionally, Employer failed to pay Ms. Drake and other aggrieved employees premium wages owed for each workday a meal periods was not provided and each workday a rest period was not authorized and permitted.

Employer also failed to pay Ms. Drake and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages are earned. Employer knew it was required to pay overtime wages, yet, as discussed above, on many occasions failed to pay Ms. Drake and other aggrieved employees overtime wages on any payday and severely underpaid overtime wages earned.

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Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Employer failed to provide Ms. Drake and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 7-2001, § 7.

Specifically, Employer had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Employer knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Ms. Drake and other aggrieved employees lost wages. In addition, Employer had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet Employer knowingly failed to include this time worked in the wage statements. As a result, Ms. Drake and other aggrieved employees lost wages. Employer also did not properly calculate the regular rate of pay of Ms. Drake and other aggrieved employees. As a result, Ms. Drake's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

Employer failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 7-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Employer had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, Employer knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Employer had knowledge it was requiring employees to work off-the-clock and are not properly compensating its employees

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for all hours worked, yet Employer knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Unlawful Deductions and Withholdings from Employees' Wages

Pursuant to Labor Code §§ 221 and 223, employers are prohibited from collecting or receiving any part of an employee's wages paid by the employer to the employee, and it is unlawful for employers to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Employer unlawfully deducted and/or withheld Ms. Drake's and other aggrieved employees' wages, including but not limited to by miscalculating required deductions and withholdings, resulting in significant underpayment of wages to Ms. Drake and other aggrieved employees. Employer's conduct therefore violates Labor Code §§ 221 and 223.

This notice is hereby given to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who were, are, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Ms. Drake's reasonable attempt to settle her dispute with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Employer of Ms. Drake's aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Ms. Drake's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

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1. Employer shall pay Ms. Drake and all other similarly-situated persons employed by Employer at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Employer shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Employer shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which are not provided, the number of rest breaks which are not authorized and permitted, and the number of employees who are required to pay for travel-related expenses or other expenditures in the discharge of its duties, with the investigation to be completed within 60 days.

4. Employer shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Employer shall pay accrued interest to all employees at the rate of seven percent per annum for said unpaid wages.

6. Employer shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699, and Wage Order No. 7-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 2101 E. El Segundo Blvd., Suite 403, El Segundo, California 90245. Additionally, please advise us if the Agency or Employer require additional information regarding Ms. Drake's complaints.

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Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in cursive script, appearing to read "Olivia Green". The signature is written in a dark ink and is positioned above the printed name.

Olivia Green, Esq.

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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:

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5475 Car Country Drive
Carlsbad, CA 92008

9590 9402 9441 5069 0685 38

2. Article Number (Transfer from service label)
9589 0710 5270 3099 0129 37

COMPLETE THIS SECTION ON DELIVERY

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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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2. Article Number (Transfer from service label)
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A. Signature ☐ Agent ☒ Addressee

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If YES, enter delivery address below: ☐ No

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