

Louis Rossmann
Rossmann Repair Group Inc.
2410 San Antonio Street
Austin, TX 78705
help@rossmanngroup.com

July 13, 2026

VIA EMAIL AND FIRST-CLASS MAIL

Zachary A. Westenhoefer, Esq.
The Law Office of Zachary A. Westenhoefer
30 Wall Street, 8th Floor
New York, NY 10005-2205
zack@westenhoeferlaw.com

RE: Your June 19, 2026 letter regarding the webpage "Is WeRecoverData Safe?"; Rossmann Repair Group Inc.'s June 26, 2026 response; request for correction of a false statement and mutual evidence preservation

Request for Correction, Clarification, or Retraction Pursuant to Tex. Civ. Prac. & Rem. Code § 73.055, and Evidence-Preservation Demand

Dear Mr. Westenhoefer:

This letter follows your June 19, 2026 letter on behalf of WeRecoverData.com, Inc. ("WRD") and Rossmann Repair Group Inc.'s June 26, 2026 response to it. It addresses two discrete matters that have arisen since that exchange, and it does not reopen the merits of the webpage "Is WeRecoverData Safe?" The positions Rossmann Repair Group Inc. and I stated on June 26, 2026 stand.

Part I. WRD's published statement that I did not contact it before the video is false, and I request its correction under Tex. Civ. Prac. & Rem. Code § 73.055.

WRD is publishing, as an owner reply on its Google Business Profile listing "WeRecoverData Data Recovery Inc. - Austin" (<https://maps.app.goo.gl/AHMCgKGnwQUpLuKE7>), the following statement about me, observed in July 2026:

"Before publishing his video, he did not contact WeRecoverData to verify the facts or request our response."

That statement is false, and WRD's own records establish its falsity. WRD, through you as its counsel in this matter, opened this correspondence with the June 19, 2026 letter, which you emailed to help@rossmanngroup.com on June 23, 2026. I responded by letter dated June 26, 2026, in which I declined WRD's demands and expressly invited WRD to identify any specific statement it contended was false so that I could consider it. On June 26, 2026 at 1:46 PM I emailed that response to you at zack@westenhoeferlaw.com as an attachment titled **C_D Response - WRD.pdf**, and I noted that a copy was also on its way to you by USPS Priority Mail. That copy was delivered to your office in New York, New York 10005 on June 29, 2026, and was signed for by "Z WESTENHOEFER," under USPS Priority Mail tracking number 9410850106151001325996. Each of these communications was directed to WRD through you, and each preceded the video, which was published on or about July 12, 2026. The United States Postal Service's proof of delivery for that letter, including the recipient signature as USPS recorded it, is reproduced below.



July 13, 2026

Dear Louis Rossmann:

The following is in response to your request for proof of delivery on your item with the tracking number:
9410 8501 0615 1001 3259 96.

Item Details

Status:	Delivered, Front Desk/Reception/Mail Room
Status Date / Time:	June 29, 2026, 10:40 am
Location:	NEW YORK, NY 10005
Postal Product:	Priority Mail®
Extra Services:	Signature Confirmation™ Up to \$100 insurance included
Recipient Name:	ZACHARY A. WESTENHOEFER ESQ. THE LAW OFFICE OF
Actual Recipient Name:	Z WESTENHOEFER

Note: Actual Recipient Name may vary if the intended recipient is not available at the time of delivery.

Shipment Details

Weight: 4.0oz

Recipient Signature

Signature of Recipient:	
Address of Recipient:	

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Sincerely,
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Whether I contacted WRD before the video is an objectively verifiable question of historical fact. A statement is actionable in defamation only when it is a statement of verifiable fact rather than opinion, *Bentley v. Bunton*, 94 S.W.3d 561, 583 (Tex. 2002), and WRD's statement asserts a verifiable fact that its own files disprove.

The statement's meaning is defamatory. The video is about this dispute, including WRD's June 19, 2026 letter. WRD's reply tells readers that no contact occurred before that video: that I produced it without ever contacting WRD or giving it an opportunity to respond, and that my account of the dispute is one-sided and cannot be trusted. That portrayal is false on WRD's own records, and it injures me in my occupation, the publication of documented consumer-protection criticism. A statement that injures a person in his office, profession, or occupation is defamatory per se under Texas law, *In re Lipsky*, 460 S.W.3d 579, 596 (Tex. 2015).

WRD published this statement while your files, as its counsel, held both my June 26, 2026 email and the letter signed for on June 29, 2026. WRD thus asserted that I did not contact it while holding the proof that I did. That bears on fault under any applicable standard, including the federal constitutional actual-malice standard, which is satisfied where a publisher in fact entertained serious doubts about the truth of its statement, *St. Amant v. Thompson*, 390 U.S. 727, 731 (1968).

I make this request under Tex. Civ. Prac. & Rem. Code § 73.055. This request tracks the sufficiency elements of section 73.055(d): it is in writing; it reasonably identifies the person making it, Louis Rossmann; it is signed below by me as the individual defamed; it states with particularity the statement alleged to be false and defamatory and, to the extent known, the time and place of its publication; and it alleges the statement's defamatory meaning. I request that WRD (1) cease publishing the statement on the Google Business Profile listing identified above and anywhere else it appears, and (2) publish a dated written correction or retraction and confirm in writing that it has done so, no later than July 31, 2026. That deadline is within the statutory window: under Tex. Civ. Prac. & Rem. Code § 73.057, a correction, clarification, or retraction is timely if it is made not later than the 30th day after receipt of the request. I reserve all civil remedies available to me if WRD does not correct the statement.

Part II. The duty to preserve evidence is mutual, and I ask WRD to confirm that it is preserving its native site records.

Your June 19, 2026 letter placed Rossmann Repair Group Inc. under a duty to preserve "*all potentially relevant evidence*," which you defined to include "*archived pages*" and "*revision histories*," and it warned that a failure to preserve "*may constitute spoliation of evidence*." In the same letter, WRD represented that it had itself preserved evidence:

"WRD has preserved evidence relating to your publication, including copies of the webpage, publication dates, source links, screenshots, archived materials, and related records."

Rossmann Repair Group Inc. responded in kind. Its June 26, 2026 letter stated that it would meet its preservation obligations and asked:

"WRD likewise preserve, and not delete or alter, the records relevant to these claims, including the lease or service agreements for the locations WRD advertises, the substantiation for its advertised success rate, its terms of service and pricing records, and its records concerning the solicitation and management of its online reviews."

Two facts about the current public configuration of werecoverdata.com bear on preservation. The Internet Archive's Wayback Machine now returns "*This URL has been excluded from the Wayback Machine*" for werecoverdata.com and serves no snapshots of the domain. The domain's `robots.txt` currently disallows the Internet Archive's crawlers by name (`User-agent: ia_archiver`, `Disallow: /`; and `User-agent: archive.org_bot`, `Disallow: /`), while permitting other named crawlers.

Because the site as it existed on the relevant 2026 dates cannot presently be retrieved from the Internet Archive, the native records in WRD's possession or control are the material evidence of the site's prior form. A duty to preserve arises when a party knows or reasonably should know that there is a substantial chance a claim will be filed and that evidence in its possession or control will be material and relevant, *Brookshire Bros., Ltd. v. Aldridge*, 438 S.W.3d 9, 20 (Tex. 2014). WRD's duty attached no later than its own June 19, 2026 letter, which stated that WRD anticipated litigation. I ask that WRD confirm in writing, by July 31, 2026, that it is preserving, in native form and with metadata intact: the werecoverdata.com site as it existed on and after the relevant 2026 dates, including its native HTML and source files; its backend server and access logs; its content-

management-system and database records; all historical versions of its `robots.txt` file; its terms-of-service and pricing pages; and the review replies at issue in Part I.

In your written response, please state when the `robots.txt` directives disallowing `ia_archiver` and `archive.org_bot` were added to werecoverdata.com, and confirm that WRD is preserving every record showing the date and manner of each change to that file, including version-control history, deployment records, and hosting-provider change logs. The date of that change bears on the preservation issues this letter addresses, and RRG will seek it in discovery if this matter proceeds.

I reserve all rights, including the right to seek spoliation remedies and an adverse-inference instruction under Texas law, if material evidence within WRD's possession or control is altered, deleted, or rendered inaccessible after WRD's duty to preserve arose.

This preservation request is tied to the dispute your letter describes. It is not a threat to publicize, report, or expose anything.

Sincerely,

Louis Rossmann

Individually and on behalf of Rossmann Repair Group Inc.