

WITHOUT PREJUDICE
FOR SETTLEMENT PURPOSES ONLY (Fed. R. Evid. 408; Tex. R. Evid. 408)

June 26, 2026

VIA EMAIL AND FIRST-CLASS MAIL
Zachary A. Westenhoefer, Esq.
The Law Office of Zachary A. Westenhoefer
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RE: Your June 19, 2026 letter concerning the webpage "Is WeRecoverData Safe?"; response of Rossmann Repair Group Inc. and Louis Rossmann

Dear Mr. Westenhoefer:

Rossmann Repair Group Inc. and I, Louis Rossmann ("RRG") have received your June 19, 2026 letter on behalf of WeRecoverData.com, Inc. ("WRD"). RRG denies that the webpage "Is WeRecoverData Safe?" is false, defamatory, or otherwise unlawful, and declines the demands in your letter. The page will remain published.

The reason is short. The page consists of (a) true statements of fact, which are protected; (b) statements of opinion based on facts disclosed to the reader, which are also protected; and (c) accurately attributed republication of third-party statements, identified on the page as such. Each category is independently protected. The subject of the page, the safety, pricing, and advertising of a national data-recovery vendor, is a matter of public concern. Because your letter does not identify a single specific statement of fact that is both false and defamatory. It lists seven possible causes of action and broad categories of grievance, but it does not quote one sentence from the page and explain how & why that sentence is false. That is the threshold WRD must meet, because on a matter of public concern the burden of proving falsity rests with WRD, not with RRG. If WRD contends that a specific statement is false, for example a specific statement about one of its locations, identify the location and the exact statement and state the basis for the claim of falsity. RRG will consider any such specific item on its merits. The most serious accusations your letter raises were written by third parties and are attributed to them on the page; RRG is not their author. Absent a specific false statement, there is nothing to retract.

The realistic forum for these claims is Texas, where RRG is located. Texas has one of the strongest anti-SLAPP statutes in the country, the Texas Citizens Participation Act, which stays discovery once a motion to dismiss is filed and requires the court to award attorney's fees to a defendant who prevails on the motion. A filing in federal court would not avoid fee and sanctions exposure: a groundless claim is subject to Rule 11, and the

Lanham Act allows a fee award against a party that brings an exceptional case. New York, where your office is located, is not an available forum either; its long-arm statute does not reach an out-of-state speaker on a defamation claim, and its own anti-SLAPP statute would shift fees against a plaintiff who sued over speech on a matter of public interest. We note these points only so the cost of an unsuccessful filing is clear at the outset.

Your letter asks RRG to preserve records, and RRG will meet its preservation obligations. Tied to the same dispute, RRG asks that 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. This request is tied to the dispute your letter describes. It is not a threat to publicize, report, or expose anything, and RRG makes no such threat.

I have been on the receiving end of letters like yours before, from companies a good deal larger than WRD, and I want to set out a few points before closing, because they bear on what WRD can realistically expect.

I have published critical, factual commentary about large companies for most of two decades, and demands that I take that commentary down are not new to me. In July 2016, Apple's intellectual-property lawyers contacted me about the repair content on my channel. The content stayed up. In 2024, Google sent a cease-and-desist demanding that Grayjay, an independent app I have publicly championed, stop being offered within seven days; we behind it declined, explaining that Grayjay uses no YouTube API and agreed to none of YouTube's terms, and it remains available. In 2025, when Bambu Lab threatened an independent software developer over an open-source tool, I committed ten thousand dollars of my own money to that developer's defense and hosted the code myself, so that any claim would be brought against me rather than against a party with fewer resources to defend it. Other companies have sent similar demands over the years. None of them has led me to take down something I knew to be true.

I mention this so that my position is not mistaken for posturing. I would rather spend money defending a true statement than pay anything to retract one. That is a matter of principle, not stubbornness. Retracting something true would be a misstatement in its own right, and it would signal that a firmly worded letter is enough to decide what the public is permitted to read. I am not willing to send that signal, and I am not deterred by the prospect of a lawsuit.

A letter like yours succeeds in most cases because the recipient would rather take the material down than bear the cost and disruption of a dispute. I understand that, and this is where I differ from most people. I

have made a different choice each time, and I will make the same choice here. Not only am I am not intimidated by litigation; I sometimes rather miss it.

There are two ways, and only two, to change what appears on that page. WRD can identify a specific sentence and show me that it is false, in which case I will correct it promptly and in good faith. Or WRD can obtain a final judgment to that effect from a court of competent jurisdiction. Absent one of those two things, the page will remain as published.

I would also be candid about what a lawsuit would accomplish. Even a complete victory for WRD would not change the fact that the page is accurate, and the statements most likely to concern WRD were written by its own customers and are attributed to them on the page. A suit would also be costly to WRD. In Texas, where I am, the anti-SLAPP statute stays discovery once a motion to dismiss is filed and requires the court to award a prevailing defendant his attorney's fees. Discovery would, in the ordinary course, place WRD's leases, the substantiation for its advertised success rate, its terms of service, and its review practices into the court record. I say this not as a threat, and I make no threat to publicize anything. I say it because these are the predictable consequences of a filing, and WRD is better served weighing them now than after it files.

I have no wish to litigate with WRD. But if WRD chooses that course over identifying a false statement and allowing me to correct it, it should expect the page to be defended on its merits, from start to finish.

RRG would prefer to resolve this without litigation that benefits no one. If WRD identifies a specific statement it can show is false, RRG will address it. Otherwise the page will remain as published. Please direct any further communication to Rossmann Repair Group Inc.

Sincerely,

Louis Rossmann
Rossmann Repair Group Inc.