UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Antwon Williams, Plaintiff, v. Crown Asset Management, LLC, and Rausch Sturm, LLP Defendants.	Case No.: ___________ **COMPLAINT** **JURY TRIAL DEMANDED**

INTRODUCTION

1. Congress enacted the Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. § 1692 et seq., in response to widespread evidence of abusive, deceptive, and unfair debt collection practices by many debt collectors.

2. The FDCPA was designed to eliminate abusive debt collection practices, ensure that those debt collectors who refrain from using abusive practices are not competitively disadvantaged, and promote consistent State action to protect consumers.

3. The FDCPA prohibits debt collectors from engaging in harassment, abuse, making false or misleading representations, and using unfair collection practices.

4. The FDCPA provides a private right of action to consumers who have been subjected to illegal debt collection practices.

5. Regulation F, 12 CFR part 1006, promulgated by the Consumer Financial Protection Bureau ("CFPB"), clarifies and enhances consumer protections under the FDCPA.

6. A violation of Regulation F is a violation of the FDCPA because it constitutes an unfair collection practice under 15 U.S.C. § 1692f.

7. Plaintiff brings this action seeking statutory damages, actual damages, and attorney's fees and costs for Defendants' violations of the FDCPA and Reg. F.

JURISDICTION

8. Jurisdiction of this Court arises under U.S.C. § 1692k(d) and 28 U.S.C. § 1367 for pendent state law claims.

9. Venue is proper because the acts and transactions occurred here, Plaintiff resides in Minnesota, and each Defendant transacts business here.

10. Each Defendant has transacted business within the State of Minnesota by attempting to collect a debt from Plaintiff via instrumentalities of interstate commerce while Plaintiff was located within and permanently residing within the State of Minnesota.

11. Each Defendant has transacted business within the State of Minnesota by operating a collection agency and/or law firm in Minnesota, and/or directing debt collection activities to Minnesota.

PARTIES

12. Plaintiff Antwon Williams (hereinafter "Plaintiff") is a natural person who resides in the County of Washington, State of Minnesota, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3) or a person affected by a violation of that law.

13. Plaintiff has suffered an injury in fact that is fairly traceable to each Defendant's conduct and that is likely to be redressed by a favorable decision in this matter.

14. Defendant Crown Asset Management, LLC ("Crown") is a limited liability company organized under the laws of Georgia, with its principal place of business located at 3100 Breckinridge Boulevard, Suite 725, Duluth, Georgia 30096.

15. Crown is a debt purchasing firm that acquires defaulted consumer receivables and is engaged in the business of collecting debts owed or due, or asserted to be owed or due, to another, and as such, Crown is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

16. Crown transacts business in Minnesota by purchasing and collecting consumer debts from Minnesota residents.

17. Rausch Sturm, LLP ("Rausch Sturm") is a Wisconsin limited liability partnership with its principal place of business located at 300 North Executive Drive, Suite 200, Brookfield, Wisconsin 53005.

18. Rausch Sturm is a law firm specializing in creditors' rights and debt collection services.

19. Rausch Sturm regularly collects or attempts to collect debts owed or due, or asserted to be owed or due, to another, and as such it is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

20. Rausch Sturm firm operates in multiple states, including Minnesota, where it engages in debt collection activities against Minnesota residents.

21. Rausch Sturm has registered itself with the Minnesota Secretary of State and filed an agent of process within Minnesota.

22. Each Defendant uses interstate commerce and the mails in a business the principal purpose of which is the collection of debts.

23. Each Defendant regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another and is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

24. Each Defendant and its employees and agents directly and indirectly participated in the unlawful efforts to collect an alleged debt from Plaintiff as described further in this Complaint.

25. At all times relevant to this complaint each Defendant conducted collection business in the State of Minnesota.

26. Each Defendant is registered with the Minnesota Secretary of State and licensed as a debt collector and/or law firm in the State of Minnesota.

FACTUAL ALLEGATIONS

27. Sometime before July 24, 2024, Plaintiff allegedly incurred a financial obligation that was a personal credit card debt for personal, family and household purposes and is a debt as that term is defined under 15 U.S.C. § 1692a(5) ("debt"), namely, a credit card debt for personal use from Comenity Capital Bank.

28. Plaintiff disputes this alleged debt, the final bill on this account, and any remaining balance, and is represented by the undersigned counsel both with respect to this debt and to the claims made herein.

29. Sometime thereafter, the debt was consigned, placed or otherwise transferred to Defendants for collection from Plaintiff.

30. Defendants engaged in collection attempts directed at Plaintiff, including commencing a lawsuit against Plaintiff in Minnesota State Court by pocket-filing, that is, service without filing the suit thereafter with the state court.

FACTUAL ALLEGATIONS

State Court Lawsuit Commenced Against Plaintiff

31. Defendant Crown Asset Management, LLC ("Crown"), a debt buyer, alleges that Plaintiff Antwon Williams owes a consumer debt.

32. Crown retained Defendant Rausch Sturm, LLP ("Rausch Sturm"), a law firm engaged in debt collection, to file a lawsuit against Plaintiff in Washington County District Court, Minnesota.

33. On or about July 27, 2024, Rausch Sturm, acting on behalf of Crown, commenced a debt collection lawsuit against Plaintiff by serving Plaintiff with a Summons and Complaint in Minnesota State Court.

34. This lawsuit sought to recover a balance that Plaintiff allegedly owed related to a Your Tuition Solution Credit Card Agreement with Comenity Capital Bank, a consumer credit account used for personal, family, or household purposes.

Plaintiff Properly Invoked the Arbitration Agreement

35. The Your Tuition Solution Credit Card Agreement contained a binding arbitration clause requiring that disputes be resolved through arbitration and not litigation once arbitration is elected.

36. On September 13, 2024, Plaintiff sent a formal Demand for Arbitration to Crown and Rausch Sturm, invoking the arbitration clause and requesting that the case be removed from state court and properly initiated in arbitration.

37. Plaintiff's arbitration demand complied with the terms set forth in the agreement and referenced the governing Federal Arbitration Act (FAA), 9 U.S.C. §§ 1-16, which requires courts to enforce arbitration clauses when properly invoked.

Defendants Ignored the Arbitration Demand and Continued Litigation

38. Despite receiving Plaintiff's valid arbitration demand, neither Crown nor Rausch Sturm dismissed the state court lawsuit.

39. Neither Crown nor Rausch Sturm initiated arbitration or even acknowledged Plaintiff's request, in direct violation of the contract's arbitration provisions.

40. Instead, Defendants continued to prosecute the lawsuit in state court, forcing Plaintiff to defend himself in a forum that was contractually prohibited.

41. Plaintiff was thereby deprived of his contractual right to resolve the dispute through arbitration and was subjected to unnecessary legal expenses, stress, and emotional distress as a result of Defendants' wrongful conduct.

42. Defendants violated the terms of the governing arbitration agreement by failing to provide Plaintiff with written notice of the claim and an opportunity to resolve the dispute in good faith before initiating litigation.

43. The arbitration agreement expressly requires that before filing a lawsuit or initiating arbitration, the party asserting the claim must send a claim notice to the other party and allow at least 30 days for resolution efforts.

44. Defendants ignored this requirement and proceeded directly to litigation, depriving Plaintiff of the opportunity to engage in pre-dispute resolution efforts mandated by the contract.

45. By filing a lawsuit without providing the required notice and opportunity for resolution, Defendants misrepresented the enforceability of the debt, violated Plaintiff's contractual rights, and engaged in unfair and deceptive collection practices.

46. Defendants' failure to comply with the pre-litigation notice provision constitutes an unfair and unconscionable means to collect a debt in violation of 15 U.S.C. § 1692f and a false and deceptive representation regarding the status and enforceability of the debt in violation of 15 U.S.C. § 1692e(10).

47. Defendants further violated the arbitration agreement by failing to initiate arbitration, refusing to pay arbitration fees upon request, and continuing to litigate the matter despite Plaintiff's proper invocation of the arbitration clause.

48. The arbitration agreement explicitly requires that once arbitration is elected, all litigation must cease, and Defendants must comply with arbitration procedures.

49. Defendants' refusal to dismiss the lawsuit, failure to initiate arbitration, and failure to pay arbitration fees as required by contract deprived Plaintiff of fundamental contractual rights and subjected Plaintiff to unnecessary legal expenses and emotional distress.

50. This conduct constitutes a false and deceptive representation of the enforceability of the debt in violation of 15 U.S.C. § 1692e(10), an attempt to collect a debt through

impermissible means in violation of 15 U.S.C. § 1692f(1), and an unfair and unconscionable means of debt collection in violation of 15 U.S.C. § 1692f.

The Harm Caused by Defendants Ignoring Arbitration Requirements

51. The arbitration clause in grants Plaintiff specific rights that serve as substitutes for traditional litigation, ensuring a fair and efficient resolution process.

52. Defendants ignored each of these rights, engaging in an unfair and deceptive collection practice under the FDCPA with respect to Plaintiff.

53. The arbitration clause gives Plaintiff the right to resolve disputes outside of court through a private arbitration process instead of litigation.

54. By filing a lawsuit in state court and refusing to initiate arbitration when demanded, Defendants stripped Plaintiff of this contractual right and forced him into a judicial forum he was entitled to avoid.

55. The arbitration clause provides Plaintiff with the right to a neutral third-party arbitrator rather than a judge in state court.

56. By ignoring the arbitration demand and continuing litigation, Defendants deprived Plaintiff of his right to have his dispute decided by an arbitrator rather than a state court judge, disregarding the forum explicitly agreed to in the contract.

57. The arbitration clause grants Plaintiff the right to a less formal and more cost-effective dispute resolution process.

58. Arbitration is designed to minimize procedural burdens and reduce legal expenses for consumers.

59. By pursuing litigation instead, Defendants subjected Plaintiff to unnecessary legal costs, court filings, and procedural complexity that arbitration was meant to eliminate.

60. The arbitration clause grants Plaintiff the right to initiate arbitration with specific rules and procedures tailored to consumer disputes.

61. The agreement specifies a streamlined process governed by arbitration provider rules, which are designed to be more consumer-friendly.

62. Defendants' refusal to acknowledge the arbitration demand denied Plaintiff the procedural protections outlined in the agreement and forced him into a process he did not agree to.

63. The arbitration clause gives Plaintiff the right to a dispute resolution process that is typically faster than traditional court proceedings.

64. Arbitration is intended to provide a quicker resolution compared to the delays associated with court dockets.

65. By continuing to litigate instead of proceeding to arbitration, Defendants forced Plaintiff into a protracted legal process, contradicting the efficiency promised under the agreement.

66. The arbitration clause gives Plaintiff the right to a dispute resolution process that may provide greater privacy and confidentiality than court proceedings.

67. Arbitration proceedings are generally confidential, whereas court cases create public records.

68. Defendants' decision to pursue litigation against Plaintiff instead of honoring his arbitration demand exposed his financial matters in a public forum, violating his contractual expectation of privacy.

69. The arbitration clause grants Plaintiff the right to enforce limitations on the costs associated with resolving the dispute.

70. Many consumer arbitration agreements, including the one at issue, limit filing fees and place certain financial burdens on the company rather than the consumer.

71. Defendants' decision to litigate instead of arbitrating forced Plaintiff to bear court filing fees and other litigation-related costs that he was contractually entitled to avoid.

72. The arbitration clause provides Plaintiff with the right to avoid a lawsuit being filed against him at all.

73. The agreement explicitly removes litigation as a method of debt collection once arbitration is invoked.

74. By proceeding with the state court lawsuit despite the invocation of arbitration, Defendants not only ignored the agreement but directly contradicted the fundamental purpose of the arbitration clause.

75. The arbitration clause grants Plaintiff the right to have all disputes resolved exclusively in the arbitral forum rather than piecemeal litigation.

76. The contract prohibits Defendants from pursuing a collection lawsuit while simultaneously refusing to arbitrate.

77. Defendants' refusal to dismiss the state court action while failing to move forward with arbitration left Plaintiff in legal limbo, denying him both a fair resolution and his contractual rights.

78. Defendants' conduct violated the FDCPA by stripping Plaintiff of each of these rights, subjecting him to an unfair and deceptive collection practice.

79. Their refusal to honor the arbitration clause amounted to an intentional disregard of contractual protections designed to benefit consumers, making their continued litigation unlawful under the FDCPA.

FDCPA VIOLATIONS

80. Defendants engaged in false, deceptive, or misleading representations in violation of 15 U.S.C. § 1692e.

81. 15 U.S.C. § 1692e(2)(A): Misrepresentation of the legal status of the debt. By continuing litigation despite the arbitration clause, Defendants misrepresented the legal status of the debt and falsely implied that Plaintiff was required to litigate rather than arbitrate.

82. 15 U.S.C. § 1692e(5): Threatening or taking an action that cannot legally be taken. The credit agreement prohibits litigation once arbitration is invoked. By refusing to dismiss the lawsuit, Defendants took an action they were not legally allowed to take, violating the FDCPA.

83. 15 U.S.C. § 1692e(10): Use of false and deceptive means to collect a debt. By ignoring Plaintiff's arbitration demand and pressing forward with state court

litigation, Defendants deceptively obscured Plaintiff's contractual rights, misleading him into believing he had no choice but to defend himself in state court.

84. Defendants engaged in unfair or unconscionable means to collect a debt in violation of 15 U.S.C. § 1692f.

85. 15 U.S.C. § 1692f(1): Attempting to collect an amount not permitted by law or agreement. The arbitration agreement underlying this debt expressly prohibits litigation once arbitration is elected. Defendants' continued state court litigation was an unauthorized attempt to collect a debt in a manner not permitted by the contract.

86. 15 U.S.C. § 1692f: Engaging in unfair and unconscionable practices. Forcing Plaintiff to defend a lawsuit that should have been dismissed under the arbitration agreement was oppressive, misleading, and unfair. Plaintiff incurred legal expenses to respond to a lawsuit that was filed in direct contravention of the arbitration clause.

87. Defendants' failed to cease collecting a debt after receiving a written dispute of it in violation of 15 U.S.C. § 1692g(b). Once Plaintiff properly invoked arbitration, Defendants were legally obligated to stop collection efforts, including the state court case. By ignoring the arbitration demand and refusing to dismiss the state court action as provided for under the arbitration agreement, Defendants failed to cease collection activities and continued prosecuting a debt collection lawsuit despite a valid dispute over forum selection.

88. Both Crown Asset Management and Rausch Sturm are liable for these FDCPA violations.

89. Crown, as the debt buyer and owner of the account, had the duty to ensure compliance with the arbitration agreement and direct its attorneys to dismiss the lawsuit.

90. Rausch Sturm, as the law firm engaged in debt collection, had an independent duty to abide by the arbitration agreement and dismiss the lawsuit upon receiving Plaintiff's demand.

91. Because both Defendants jointly engaged in unlawful collection conduct, they are both liable under the FDCPA.

92. Defendant's actions also violated Regulation F, 12 CFR part 1006, as well as the FDCPA, because a violation of Regulation F constitutes an unfair collection practice in violation of 15 U.S.C. § 1692f.

CONCRETE HARM AND DAMAGES

93. Plaintiff has Article III standing by way of suffering from the following concrete harms that came as a direct and proximate result of each Defendant's conduct, errors, omissions, and violations of federal consumer protection laws as more detailed herein, specifically:

HARMS: EMOTIONAL

- Oppression
- Annoyance
- Abuse
- Upset
- Fear

- Frustration
- Time wasted learning rights

HARMS: LEGAL

- Attorney's fees
- Filing fees

HARMS: COMMON LAW

- Nuisance

HARMS: INFORMATIONAL

- Non-disclosure of required information
- Misleading disclosures of required information
- Misleading disclosures of required information caused Plaintiff to conclude that they had no right to dispute debt and avoid negative credit reporting

94. Plaintiff suffered emotional distress, including frustration, anxiety, and fear due to Defendants' refusal to honor his arbitration rights.

95. Plaintiff incurred unnecessary legal costs defending a lawsuit that should have been dismissed in favor of arbitration.

96. Defendants' violations caused wasted time and resources, forcing Plaintiff to research and enforce his legal rights.

97. Plaintiff experienced financial harm by being subjected to litigation expenses that were avoidable.

SUMMARY

98. The above-described collection conduct by each Defendant in its efforts to collect this alleged debt from Plaintiff were oppressive, deceptive, misleading, unfair, and illegal communications in an attempt to collect this alleged debt, all done in violation of numerous and multiple provisions of the FDCPA.

99. These collection actions taken by each Defendant, and the collection employees employed by that Defendant, were made in violation of multiple provisions of the FDCPA, including but not limited to all of the provisions of those laws cited herein.

100. These violations by Defendants were knowing, willful, negligent, and/or intentional, and Defendants did not maintain procedures reasonably adapted to avoid any such violations.

101. Each Defendant’s collection efforts with respect to this alleged debt from Plaintiff caused Plaintiff to suffer concrete and particularized harm because the FDCPA provides Plaintiff with the legally protected right to be treated fairly and truthfully with respect to any action for the collection of any consumer debt.

102. Defendant’s deceptive, misleading, and unfair representations with respect to its collection effort were material misrepresentations that affected and frustrated Plaintiff’s ability to intelligently respond to Defendant’s collection efforts because Plaintiff could not adequately respond to Defendant’s demand for payment of this debt.

RESPONDEAT SUPERIOR LIABILITY

103. The acts and omissions herein of the individuals employed to collect debts by each Defendant, and the other debt collectors employed as agents of Defendants who communicated with Plaintiff, were committed within the time and space limits of their agency relationship with their principals, the Defendants.

104. The acts and omissions by these individuals and other debt collectors were incidental to, or of the same general nature as, the responsibilities these agents were authorized to perform by Defendants in collecting consumer debts.

105. By committing these acts and omissions against Plaintiff, these individuals and other debt collectors were motivated to benefit their principal, Defendants.

106. Each Defendant is therefore liable to Plaintiff through the Doctrine of Respondeat Superior for the intentional and negligent acts, errors, and omissions done in violation of state and federal law by its collection employees, including but not limited to violations of the FDCPA in its attempts to collect this debt from Plaintiff.

TRIAL BY JURY

107. Plaintiff is entitled to and hereby respectfully demands a trial by jury on all issues so triable.

CAUSES OF ACTION

COUNT I: VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) 15 U.S.C. § 1692 et seq.

108. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

109. The foregoing acts and omissions of each Defendant and its agents constitute numerous and multiple violations of the FDCPA, including, but not limited to, each and every one of the above-cited provisions of the FDCPA with respect to Plaintiff.

110. As a result of each Defendant's violations of the FDCPA, Plaintiff is entitled to statutory damages in an amount up to $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from each Defendant.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant as follows:

- For an award of actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- For an award of statutory damages of $1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- For an award of reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3);
- For such other and further relief as may be just and proper.

Respectfully submitted,

Dated: March 6, 2025

THE BARRY LAW OFFICE, LTD

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Attorney for Plaintiff

VERIFICATION OF COMPLAINT AND CERTIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF WASHINGTON)

Pursuant to 28 U.S.C. § 1746, Plaintiff Antwon Williams verifies, certifies, and declares as follows:

1. I am a Plaintiff in this civil proceeding.
2. I have read the above-entitled civil Complaint prepared by my attorneys and I believe that all of the facts contained in it are true, to the best of my knowledge, information and belief formed after reasonable inquiry.
3. I believe that this civil Complaint is well grounded in fact and warranted by existing law or by a good faith argument for the extension, modification, or reversal of existing law.
4. I believe that this civil Complaint is not interposed for any improper purpose, such as to harass any Defendant(s), cause unnecessary delay to any Defendant(s), or create a needless increase in the cost of litigation to any Defendant(s), named in the Complaint.
5. I have filed this civil Complaint in good faith and solely for the purposes set forth in it.
6. Each and every exhibit I have provided to my attorneys which has been attached to this Complaint is a true and correct copy of the original.
7. Except for clearly indicated redactions made by my attorneys where appropriate, I have not altered, changed, modified, or fabricated these exhibits, except that some of the attached exhibits may contain some of my own handwritten notations.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Antwon Williams
Antwon Williams (Mar 5, 2025 18:55 CST)
Signature

NOTICE TO PRESERVE ALL DOCUMENTS, RECORDINGS, AND TANGIBLE THINGS, AND ALL ELECTRONICALLY STORED INFORMATION ("Notice")

To the Defendant(s) Above:

As you know, this law firm has been retained to represent the Plaintiff in the above captioned matter ("Lawsuit"). As used in this notice, the terms "you" and "your" refer to the Defendant(s) above-named and their predecessors, successors, parents, subsidiaries, divisions and affiliates and its respective officers, directors, agents, attorneys, accounts, employees, partners, contractors and other persons occupying similar positions or performing any functions on behalf of Defendant.

My client respectfully demands that you preserve all recordings, documents, tangible things and electronically stored information that are in anyway relevant to the Lawsuit. A civil suit has been commenced against you by my client in the District Court herein, related to the matters described herein.

You have a legal duty to preserve evidence in this matter. This duty to preserve evidence exists not only after the formal commencement of litigation, but whenever a party knows or should know that litigation is reasonably foreseeable. The Minnesota Supreme Court has specifically addressed this issue:

> We have said that the spoliation of evidence is the "failure to preserve property for another's use as evidence in pending or future litigation." *Federated Mut. Ins. Co. v. Litchfield Precision Components, Inc.,* 456 N.W.2d 434, 436 (Minn.1990) (quoting *County of Solano v. Delancy,* 264 Cal.Rptr. 721, 724 n. 4 (Cal.Ct.App.1989)). Further, we have recognized that, regardless of whether a party acted in good or bad faith, "the affirmative destruction of evidence has not been condoned." *Patton,* 538 N.W.2d at 119. The duty to preserve evidence[2] exists not only after the formal commencement of litigation, but whenever a party knows or should know that litigation is reasonably foreseeable. *See id.* at 118–19. Breach of the duty to preserve evidence once such a duty arises may be sanctioned, under a court's inherent authority, as spoliation. *See id.* at 118. Here, we specifically reaffirm our rule that custodial parties have a duty to preserve relevant evidence for use in litigation. *Id.* at 116. We also reaffirm our previously stated rule that, even when a breach of the duty to preserve evidence is not done in bad faith, the district court must attempt to remedy any prejudice that occurs as a result of the destruction of the evidence. *Id.*

Miller v. Lankow, 801 N.W.2d 120, 127–28 (Minn. 2011)

Once a duty to preserve evidence has arisen, the breach of that duty may subject a party to sanctions under a court's inherent authority as spoliation. "Courts have long afforded redress for the destruction of evidence * * *." Federated Mut. Ins. Co. v. Litchfield Precision Components, Inc., 456 N.W.2d 434, 436 (Minn.1990).

Much of the information that is subject to disclosure or responsive to discovery in this case may be stored on your current and former computer systems and other media and devices, including personal digital assistants, voice messaging systems, online repositories, telephone recording systems, hard drives and cell phones. The term Electronically Stored Information (hereinafter "ESI") should be afforded the broadest possible meaning and includes (by way of example and not as an exclusive list) potentially relevant information electronically, digitally, magnetically, optically or otherwise stored as:

- Audio and/or video records of any telephone calls and conversations made related to the events described in the Lawsuit
- digital communications (for example email, voicemail, imaging, scanning, and/or instant messaging);
- email service stores and server information (for example SQL Server, Oracle, Dropbox, Box, lotus, domino.nsf, Microsoft exchange.edb, Google Corporate Gmail, etc.);
- word processing documents (for example Microsoft Word or WordPerfect files and all drafts thereof);
- spreadsheets and tables;
- accounting application data;
- imaging and facsimile files;
- recordings of any conversations with my client;
- phone records of any calls to my client;
- databases (for example Access, Oracle, SQL Server data);
- Contact and relationship data management (for example Outlook, Ask or Interaction);
- Calendar and diary application data;
- online access data (for example temporary internet files, history files and cookies);
- presentations (for example PowerPoint and Corel presentations);
- network access and server activity logs relating to information exchanged between you and third parties, and by you with third parties;
- project management application data;
- backup and archival files;
- letters, documents, or correspondence of whatever kind related to existing loss prevention policies, and changes, updates, alterations made to loss prevention policies for the past three (3) years

My client hereby demands that you preserve both accessible and inaccessible ESI. This demand is reasonable and necessary. Pursuant to the Rules of Civil Procedure, in the event of an eventual civil suit you must identify all sources of ESI you decline to produce and demonstrate why such sources are not reasonably accessible. For good cause shown in that event, the Court may order production of ESI even if it is not reasonably accessible. Accordingly, you must preserve ESI that you deem inaccessible so as not to preempt the Court's authority.

Preservation requires your immediate intervention. You must act immediately to preserve potentially relevant ESI, including, without limitation, information and the earlier of a created or last modified date for ESI concerning any activity, updates, changes, alterations, or modifications to the information maintained by you related to the events described in the above-referenced lawsuit, through the date of this demand. Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must immediately intervene to prevent loss due to routine operations or malfeasance and employ proper techniques and protocols to preserve ESI. Booting a drive, examining its contents or running any application may irretrievably alter the evidence contained therein and constitute spoliation of evidence.

You are also directed to immediately initiate a litigation hold for potentially relevant ESI, documents and tangible things, and to act diligently and in good faith to secure and audit compliance with that litigation hold. You are further directed to immediately identify and modify or suspend features of your information systems and devices, which, in routine operation, operate to cause the loss of potentially relevant ESI. Examples of such features and operations that could result in spoliation include:

- purging the contents of email repositories by age, capacity or any other criteria
- using data or media wiping, disposal, erasure of encryption utilities or devices
- overriding erasing, destroying or discarding backup media
- reassigning, re-imaging or deposing of systems, servers, devices or media
- running antivirus or other programs affecting wholesale metadata alteration
- releasing or purging online storage repositories
- using metadata stripper utilities
- disabling server, packet or local instant messaging login
- executing drive or file defragmentation or compression programs
- shredding or other destruction of documents, routine or otherwise

You should anticipate that your officers, employees, or others may seek to hide, destroy or alter ESI. This is not a concern that is unique to you or your organization.

Rather it is simply conduct that occurs with such regularity that any custodian of ESI and their counsel must anticipate and guard against its occurrence. You are directed to preserve complete backup tape sets (including differentials and incrementals) containing recordings, emails and ESI for any person involved in the activity, updates, changes, alterations, or modifications to the information maintained by you related to the events described in the above-referenced lawsuit, through the date of this demand, whether inside or outside of your organization and control. You should also take affirmative steps to prevent anyone with access to your data, systems or archives from seeking to modify destroy or hide ESI.

As an appropriate and cost-effective means of preservation, you should remove from service and securely sequester the systems, media and devices housing potentially relevant ESI. In the event that you deem it impractical to sequester those systems, we believe that the breadth of preservation required, coupled with the modest number of systems implicated, dictates that forensically sound imaging of the systems identified above is expedient and cost effective. As we anticipate the need for forensic examination of one or more of the systems and the presence of relevant evidence in forensically accessible areas of the drives, we demand that you employ forensically sound ESI preservation methods. Failure to use such methods imposes a significant threat of spoliation and data loss. Be advised that a conventional copy, backup or ghosting of a hard drive does not produce a forensically sound image because it only captures active, unlocked data files and fails to preserve forensically significant data.

You should anticipate that certain ESI, including but not limited to recordings, spreadsheets and databases will be sought in the forms or form in which it was ordinarily maintained, that is in native form. Accordingly, you should preserve ESI in such native forms and should not employ methods to preserve ESI that remove or degrade the ability to search ESI by electronic means or that make it difficult or burdensome to use that information.

You should further anticipate the need to disclose and produce system and application metadata and act to preserve it. System metadata is information describing the history and characteristics of other ESI. This information is typically associated with tracking or managing an electronic file and often includes data reflecting a file's name, size, custodian, location and dates of creation and last modification or access. Metadata may be overwritten or corrupted by careless handling or improper preservation, including by moving, copying or examining the contents of files. As hard copies do not preserve electronic search ability or metadata, they are not an adequate substitute for, or cumulative of, electronically stored versions. If information exists in both electronic and paper forms, you should preserve both the forms.

We desire to work with you to agree upon an acceptable protocol for forensically sound preservation and can supply a suitable protocol if you will furnish an inventory and description of the systems and media to be preserved. Alternatively, if you promptly disclose the preservation protocol you intend to employ, perhaps we can now identify any points of disagreement and resolve them.

A successful and compliant ESI preservation effort requires expertise. If you do not currently have such expertise, we urge you to engage the services of an expert in electronic evidence and computer forensics. Perhaps our respective experts can work cooperatively to secure a balance between evidence preservation and burden that is fair to both sides and acceptable to the Court. I am available to discuss reasonable preservation steps; however, you should not defer preservation steps pending such discussions if ESI may be lost or corrupted as a consequence of delay. Should your failure to preserve potentially relevant evidence result in the corruption, loss or delay of production of evidence to which we are entitled, that failure would constitute spoliation of evidence.

Please confirm in writing no later than five (5) business days from the date of this Notice, that you have taken the steps outlined in this Notice to preserve ESI and tangible documents potentially relevant to this pending action. If you have not undertaken the steps outlined above, or have taken other actions, please describe what you have done to preserve potentially relevant evidence.

If you retain legal counsel with respect to these matters, please direct this Notice to their immediate attention. Thank you for your anticipated cooperation in this vital matter.

Complaint - Antwon Williams v. Crown Asset Management

Final Audit Report 2025-03-06

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By:	Peter Barry (pbarry@lawpoint.com)
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Document e-signed by Antwon Williams (antwonwilliams1@gmail.com)
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