



**FERGUSON CHAMBERS & SUMTER, P.A.**

March 8, 2018

Mr. Gary Jackson  
City Manager  
City of Asheville  
Asheville City Hall  
70 Court Plaza  
Asheville, North Carolina 28801  
[gjackson@ashevillenc.gov](mailto:gjackson@ashevillenc.gov)

**Attorneys**

James E. Ferguson, II  
Geraldine Sumter

*Julius L. Chambers  
(1936 – 2013)*

Chief Tammy Hooper  
Chief of Police  
City of Asheville  
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Asheville, North Carolina 28801  
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**Office**

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**Re:        *Johnnie Jermaine Rush***

**Mailing**

P.O. Box 36486  
Charlotte, NC 28236

Dear Mr. Jackson and Chief Hooper:

Please be advised that I have been retained to represent Johnnie Jermaine Rush in connection with his claims against the Police Department and the City of Asheville for false arrest, unlawful imprisonment, assault and battery, infliction of emotional distress, infliction of physical and emotional injuries and other claims growing out of his arrest and encounter with the Asheville Police on August 24, 2017.

I am hereby placing you and all of your agents and employees of the City of Asheville and the Asheville Police Department, including your affiliates, employees, agents, representatives, insurance carriers and attorneys, on formal notice that we are reasonably certain to pursue litigation on Mr. Rush's behalf unless his claims are otherwise resolved. In this connection, I am hereby requesting that you preserve and retain any and all evidence, documents, information and materials pertaining to Mr. Rush's potential claims against the City of Asheville and the Asheville Police Department, including, without limitation, the following:



1. Any and all videos and/or bodycam recordings of Mr. Rush's encounter with law enforcement authorities on or after August 24, 2017;
2. Any and all written or recorded statements of any witnesses, including law enforcement officers, to Mr. Rush's arrest and any related subsequent events;
3. Any and all verbal, written, or recorded statements or statements of any kind taken from Mr. Rush regarding his arrest and any subsequent related events or encounters with law enforcement officers, medical personnel or any other persons in connection with his arrest and subsequent treatment;
4. All communications in any form or format between Mr. Rush and any law enforcement officers, medical personnel or Asheville City personnel regarding his arrest, injuries and/or detention on or after August 24, 2017;
5. All electronic, computer and written records, including but not limited to, cell phone records, e-mails, text messages, voice messages, Access databases, reports, simulations, and/or documents to or from any person employed by the Asheville Police Department or the City of Asheville, related in any way to the arrest, detention and treatment of Mr. Rush on or after August 24, 2017;
6. The entire personnel files, including complaint files, of any police officer who participated in, witnessed or investigated Mr. Rush's encounter with the Asheville Police Department on August 24, 2017;
7. Any and all evidence collected or gathered in connection with Mr. Rush's arrest or investigation of his arrest on or after August 24, 2017;
8. Any and all statements taken from any person in connection with Mr. Rush's arrest or the investigation of his arrest, whether such statements are in written, recorded, video, or otherwise preserved form;
9. Any and all information in written, recorded or otherwise preserved form regarding any disciplinary action taken against any officer in connection with Mr. Rush's arrest and detention;



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10. The taser and any and all information pertaining to the taser that was used on Mr. Rush on August 24, 2017, including any data, analysis, and/or tests related to the taser and its use on Mr. Rush;
11. Names and positions of all persons who have viewed the video of Mr. Rush's arrest and encounter with the Asheville Police on August 24, 2017 and thereafter.

Please be advised that the foregoing requests are not all inclusive. You are hereby placed on notice that I am requesting that all evidence, documents, information and materials pertaining to Mr. Rush's arrest, detention, injury and related treatment be preserved and not destroyed or allowed to be spoiled or altered, whether advertently or inadvertently. This request is not limited to ordinary document retention and destruction policies, but is intended to cover any and all evidence, documents, information, records and materials pertaining to Mr. Rush's arrest, injury and detention, since litigation is reasonably likely and the requested evidence, documents, information, records and material are evidence that will be discoverable and available for presentation in court. Any actions that you, your agents, employees or others acting on your behalf have taken or have undertaken to date to destroy said evidence, which would include deleting voice messages and cell phone records, should cease immediately and be undone immediately, to the extent possible.

I am also hereby formally requesting that within the next ten (10) days, you provide me with copies of complete policies, including declaration sheets, for each and every insurance policy, providing, or potentially providing, insurance coverage for the City of Asheville, the Asheville Police Department, or any officer involved in Mr. Rush's arrest, injury or detention.

I am writing this letter to protect the interest of my client in seeking full compensation for bodily and emotional injury and gross and grievous violations of his constitutional, civil and human rights.

If you or your representatives have any interest in seeking a resolution of this matter without litigation, please feel free to contact me. However, I ask that neither you nor your representatives have any direct contact with my client. Please direct any communications regarding this matter to me at the address listed on this letterhead, telephone or e-mail.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in blue ink that reads "James E. Ferguson, II". The signature is fluid and cursive, with a double underline at the end.

James E. Ferguson, II

[fergietwo@aol.com](mailto:fergietwo@aol.com)

JEF,II:vlr

cc: Antanette Mosely