Withholding Evidence

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Improper Inspection of Computer

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Draft “90 percent” done, Records show Differently

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Attorneys Aware of False Testimony

Michigan Rule of Professional Conduct:

Rule 4.1. Truthfulness in Statements to Others.

In the course of representing a client, a lawyer shall not knowingly make a false statement of material fact or law to a third person.

Comment:

Misrepresentation. A lawyer is required to be truthful when dealing with others on a client's behalf, but generally has no affirmative duty to inform an opposing party of relevant facts. A misrepresentation can occur if the lawyer incorporates or affirms a statement of another person that the lawyer knows is false.

Statements of Fact. This rule refers to statements of fact. Whether a particular statement should be regarded as one of fact can depend on the circumstances. Under generally accepted conventions in negotiation, certain types of statements ordinarily are not taken as statements of material fact. Estimates of price or value placed on the subject of a transaction and a party's intentions as to an acceptable settlement of a claim are in this category, and so is the existence of an undisclosed principal except where nondisclosure of the principal would constitute fraud.

Fraud by Client. Making a false statement may include the failure to make a statement in circumstances in which silence is equivalent to making such a statement. Thus, where the lawyer has made a statement that the lawyer believed to be true when made but later discovers that the statement was not true, in some circumstances failure to correct the statement may be equivalent to making a statement that is false. When the falsity of the original statement by the lawyer resulted from reliance upon what was told to the lawyer by the client and if the original statement if left uncorrected may further a criminal or fraudulent act by the client, the provisions of Rule 1.6(c)(3) give the lawyer discretion to make the disclosure necessary to rectify the consequences.

Rule 8.4 Misconduct

It is professional misconduct for a lawyer to:
(a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;
(b) engage in conduct involving **dishonesty, fraud, deceit, misrepresentation**, or violation of the criminal law, where such conduct reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer;
(c) **engage in conduct that is prejudicial to the administration of justice;**
(d) state or imply an ability to influence improperly a government agency or official; or
(e) knowingly assist a judge or judicial officer in conduct that is a violation of the Code of Judicial Conduct or other law.

1. In Answers to Interrogatories, Lamar claims (under oath) that neither it (Lamar) nor its attorneys have ever communicated with Depa prior to at least August 13, 2019. This Answer is concerning because Lamar filed a Motion for Relief from Judgment Pursuant to MCR 2.621(C)(1)(c)[1] based on an allegation of fraud supported solely by an affidavit from someone they never communicated with prior to the motion. A motion for relief from judgment must be proven by "*clear, satisfactory, and convincing proof*"[1] Depa's affidavit was demonstratedly proven inaccurate, misleading, blatantly false in some areas and overly exaggerated in others and the Defendants' attorneys exploited this unreliable document to convince the trial court to vacate a 1-year old jury verdict.
    i. **Lamar goes out of its way numerous times to represent that it had no contact with Depa prior to the affidavit and otherwise very limited contact during the evidentiary hearing process. By distancing itself from Depa, Lamar attorney's are insulating themselves from claims of misrepresentation, dishonesty, fraud, etc. because there is no "pre-knowledge" of the fact being misrepresented by Depa. The Defendants (via the joint litigation agreement) used SSMITX attorney LeVasseur as the conduit between Defendants and Depa and then SSMITX dismisses its claims against IO so its only connection to the case was as a defendant to the declaratory claim from IO.**
    ii. Evidence: Depa Deposition & Evidentiary Hearing Testimony
        1. "I reached out - - I - - I sent an anonymous letter in September [of 2018] to both Simply Storage and Lamar…I sent a letter to the legal names of record that were on the judgment." (emphasis added) *Evd. Hrg., p 61-62, ln 20-1.* In Answers to Interrogatories, Lamar claims (under oath) that neither it nor its attorneys have ever communicated with Depa prior to at least August 13, 2019. This Answer is also interesting because Lamar filed a Motion for Relief from Judgment based on fraud alleged in an affidavit they didn't procure and from someone they never communicated with prior to the motion. Even though requested, no alleged letters from Depa to SSMITX or Lamar were produced during the limited discovery period.
            a. **Question**: "And you [Depa] and I [Lamar Attorney] met last Saturday [August 17, 2019] when we took your

[1] MCR 2.621(C)(1)(c) provides a party with relief from judgment for fraud, misrepresentation, or other misconduct of an adverse party. Under this court rule, the moving party must prove fraud by "clear, satisfactory, and convincing proof". See *Youngs v. Tuttle Hill Corp.*, 373 Mich 145, 147 (1964). This standard is "the most demanding standard applied in civil cases." *In re Martin*, 450 Mich 204, 226-27 (1995). Evidence is not clear and convincing where "some doubt has been cast on the credibility of the defendants or their witnesses." *Krisher v Duff*, 331 Mich 699, 709 (1951).

deposition in Oregon, correct? [**Answer**] Yes. [**Question**] We'd never spoken before? [**Answer**] No." *Evd. Hrg., p 64, ln 19-23*.

b. Emails between LeVasseur and Depa seem to indicate a conference call with Lamar attorneys may have taken place on or around June 18, 2019. International Outdoor filed its Response to the Motion for Relief from Judgment on June 17, 2019.

c. **Question**: "And [Depa] never talked - - you confirmed this just a minute ago. You never talked with anyone from Lamar, any of their attorneys, right? [**Answer**] No. [**Question**] They didn't call you up to try to check the facts with you independently, did they? [**Answer**] No. [**Question**] [Lamar attorneys] just took your word for it?" *Evd. Hrg., p 82, ln 9-16*.

d. **Question**: "Since May 1st of this year [2019], have you had any communications - - I mean that broadly, text messages, emails, phone conversations, letters, whatever - - with any person employed by or representing Lamar Advertising of Michigan? [**Answer**] No." *Dep., p 10-11, ln 21-1*.

2. **Question**: "Did you talk to any of Lamar's attorneys before [August 17, 2019]? [Answer] No, never had any conversation with Lamar attorneys. *Dep., p 20, ln 19-22*.

3. With regard to when letters were sent to Lamar and SSMITX attorneys, Depa states: "Back in September 2018 and February. [**Question**] September 2018? [**Answer**] Yes. [**Question**] And February 2019? [**Answer**] Yes." *Dep., p 13, ln 19-23*.

   a. No letters were produced in the limited discovery provided (even though requested) and Lamar attorney's disclaim they ever had any contact with Depa prior to August 2019.

iii. <u>Evidence: Lamar Billing Statements</u>

1. As part of its Motion for Attorney Fees and the Taxation of Costs, Lamar provided billing statements. All time entries on statements between February 1, 2019 and May 3, 2019 are completely redacted, which is odd considering they claim to have had no contact with Depa till August 2019 and their Appellant Reply Brief (last briefing before oral argument) was filed February 12, 2019 so there should not have been too much billable time post appellate reply brief.

2. <u>Evidence: Billing statements for February 2019 – June 2019</u>

   a. <u>Altior Invoice #322</u>

iv. <u>Evidence: Lamar Answers to Interrogatories Dated August 13, 2019</u>

v. **JOINT LITIGATION AGREEMENT (JLA)** – SSMITX and Lamar agreed to work together. SSMITX attorney LeVasseur was the conduit to Depa and Lamar was the party drafting all the motions and coordinating the discovery. Under the JLA, SSMITX was vulnerable to a future claim by Lamar for damages if it was determined Lamar incurred damages as a result of SSMITX leasing its property twice. Arguably, Lamar had no risk pursuing its claims because even if it lost the appeal, ultimately, SSMITX would be paying Lamar for the damages it incurred.

1. Evidence: Joint Litigation Agreement

2. **Intentionally filing in Circuit Court knowing the COA had jurisdiction**

i. Lamar attorneys Ken Neuman and Stephen McKenney are both equity partners of their firm. Neuman reportedly has 35 years' experience as a commercial litigator while McKenney has nearly 20 years' experience. They charge $595/hour and $425/hour, respectively. Yet, neither of these attorneys recognized their client's case in the Court of Appeals prevented the trial court from having jurisdiction? Or, perhaps, knowing they did not have time to file for remand in the court of appeals, they intentionally filed in the wrong court to arguable preserve a claim so they did not miss the filing deadline (1-year) for their motion for relief from judgment.

ii. Evidence: Excerpt of Motion for Attorney fees

1. Altior Invoice #322
2. August 14, 2019 Order from COA

3. **Attorney Invoices Redacted for February – May 2019**

i. No invoices provided for SSMITX during February – May 2019

4. **LeVasseur misrepresented to the court the "threat" posed by Steve Shaya to Depa in order to distract the court from motion for discovery into Depa's background**

i. Evidence: Depa Deposition & Evidentiary Hearing Testimony

1. **Question**: "…Did you become friends with Mr. Shaya? [**Answer**] Yeah, I believe we were friends, sure." *Dep., p 142, ln 15-16.*
2. **Question**: "Did you know [Mr. Shaya] to be a violent person? [**Answer**] No." *Dep., p 142-43, ln 25-2.*
3. LeVasseur instructed Depa to advise him of any "threats" from IO personnel (*Dep., p 146-47, ln 11-8*). Depa contacts LeVasseur within 30 minutes of the end of the phone call with Shaya. In an attempt to illicit corroborating voice recordings of the "threats", Depa texted Shaya to call Depa back. Depa taped the second call where Shaya "clarified" he was not physically threatening Depa. *Dep., p 147, ln 11-25.*

4. Besides the email to LeVasseur, Depa did not report the "threat" to anyone else. **Question**: "Did you tell or report [the "threat"] to anybody else? [**Answer**] No. [**Question**] File a police report? [**Answer**] No." *Dep., p 149, ln 2-5*. In the email to LeVasseur, Depa claims he was nervous to go out at night, but never filed any type of police report.
5. IO's motion for discovery into Depa was noticed to be heard on Wednesday, July 24, 2019. Between Sunday's email exchange about the "threat" between LeVasseur and Depa, and Wednesday's hearing, LeVasseur and Depa did not communicate. **Question**: "Did you reach back out to Mr. LeVasseur and tell him about that second call and that Mr. Shaya has explained what he meant in the first call? [**Answer**] No, because he - - he didn't explain until I asked him, so, of course, what was he going to say? You know, I didn't - - I don't know if I completely believed [Shaya]. *Dep., p 150, ln 9-15*. Yet, LeVasseur represented to the court that there was some physical threat of violence against Depa and that somehow Oram was the puppet master pushing Shaya to reach out to Depa, which was a complete fabrication. LeVasseur didn't even follow up with Depa between Sunday and the day of the hearing (Wednesday).

ii. Evidence: Email between LeVasseur and Depa, Sunday, July 21, 2019 at 5:33 PM.

iii. Evidence: Trial #2 – Questioning of Sieving

1. We do not have a transcript yet, but LeVasseur posed a few questions followed by a question implying Oram was the type of person who would enlist Steve Shaya to physically threaten Depa, which is a complete mischaracterization that LeVasseur knew was false having witnessed Depa's previous testimony that he did not feel threatened.

5. **Attorneys intentionally delayed their forensic expert's report so that the court would bi-furcate the evidentiary hearing and they could use their expert after already knowing how Pat testified. The forensic report provided by Defendants' expert spent the majority of time discussing topics irrelevant to the affidavit and way beyond the scope provided for in the protective order.**

   i. Evidence: Protective Order & Forensic Report (cannot disclose due to protective order)

6. **LeVasseur, at times, seemed to advocate on behalf of Depa as if he was representing Depa in the matter.**

7. **Defendants' attorneys refused to depose IO IT vendors (even though provided on multiple opportunities) for factual inquiry and rather attempted to use their expert to opine about IO IT system.**

8. **LeVasseur failed to correct the record when he was present and witnessed Depa lie under oath.**
    i. Evidence: Depa Deposition & Evidentiary Hearing Testimony
    ii. **Question**: "Did [**LeVasseur**] actually send you the motion papers? [**Answer**] No. [**Question**] Have you seen any of the other papers in the case since May [of 2019]? [**Answer**] No, nothing. [**Question**] What did you look at today? [**Answer**] I looked at - - I didn't look at anything today, just the subpoena that I got." *Dep. p 20, ln 4-11*. Emails produced by LeVasseur about the communications with Depa indicate that Depa, at minimum, reviewed: (i) the motion for relief from judgment, (ii) IO's response to the motion for relief, (iii) Oram's original deposition transcript, and (iv) the original judgment.
    iii. **Question**: "How did you happen to have that [a copy of the judgment]? [**Answer**] I had it [the judgment] before I left. [**Question**] This was something that was on your computer as well? [**Answer**] No, no. [**Question**] No? [**Answer**] Well, no, it is on my computer, yeah. I think it must have got scanned in because it's kind of crooked." *Dep., p 11, ln 17-25.*

9. **The basis of the affidavit was created by Defendant attorney Levasseur (based on Defendants' theory from Trial #1), not the personal knowledge of Depa, and loaded with extraordinary statements to shock the court into granting access to IO's computer system on a fishing expedition to try and find misconduct during the 1st trial. Nothing was ever found after a forensic audit.**
    iv. Evidence: Emails between Depa and LeVasseur May 2019
    v. Evidence: Depa Deposition & Evidentiary Hearing
        1. **Question**: "You didn't actually type the words of the affidavit. It was typed by - - and sent to you by Mr. Le[V]asseur? [**Answer**] Yes." *Evd. Hrg., p 81, ln 10-12.*
        2. Depa only changed "minor stuff" from Attorney LeVasseur's draft affidavit. Nothing of substance was changed. *Evd. Hrg., p 82, ln 4-8.*
        3. **Question**: "But…the facts you stated in the affidavit [Paragraph 6, specifically] you did not have personal knowledge of, right? [**Answer**] I do not have personal knowledge…[**Question**] You can't confirm all the statements in your affidavit, right? [**Answer**] Well you just brought up another - - six is inaccurate. [**Question**]

Right, and that's not the only one, right? [**Answer**] Not sure. There's the Jim Faycurry one that I missed - - remembered, but gave the reason for that." *Evd. Hrg., p 94, ln 7-19*.

4. Talking about Depa's first conversation with LeVasseur and what Depa said to LeVasseur to prepare the affidavit: **Question**: "…tell me what was said on that phone call. [**Answer**] I just told him that I was aware of the - - case , and I know it hinged on the renewal letter, and I told him the renewal letter was fabricated. [**Question**] Give me as close to your exact words as possible - - … [**Answer**] I believe that was - - that was as close as I can remember it...[**Question**] Did you tell [LeVasseur] when [Oram] created [the renewal letter]? [**Answer**] I don't know why - - I can't remember exactly that phone - - that whole conversation." *Dep., p 16-17, ln 21-14*. Depa's lack of memory after less than 2 ½ months since the conversation that led to the basis of the affidavit is questionable considering an 18-paragraph affidavit that LeVasseur drafted was the result of the conversation. Furthermore, Depa claims all he said on the phone call was the "renewal letter was fabricated" not all the other statements included with the affidavit.
5. **Question**: "…Who wrote the affidavit? Who actually typed the words? Do you know? [**Answer**] I think it was - - it wasn't me. *Dep., p 55, ln 13-15*.
6. Depa responding to a question about the accuracy of the affidavit, Depa states, "…So, yeah, I - - I didn't think it needed to be precise. Yeah, I tried to get it as accurate as I could with - - as far as me saying exaggeration, it wasn't an exaggeration, it was just - - just kind of a - - kind of a coverall, what - - what in my mind I know that I looked at, when I say "everything," pertinent to what I have access to or had access to." *Dep., p 56, ln 14-21*. LeVasseur knew, or should know, affidavits need to be precise and accurate, but he threw everything in the affidavit he could and Depa didn't care about the accuracy, he would sign anything you put in front of him.
7. Depa indicated that there was only 1 draft of the affidavit, and it was 90% complete except for some minor editing (not for content). **Answer**: "…I just know we started talking about putting – putting it down in an affidavit, and I was saying yes, and he said he was going to send me a rough draft and to look it over, and I did and I made some corrections and then I sent it back. **Question**: How many drafts were there? **Answer**: I believe there was just the one. **Question**: Okay. And what kind of corrections did you make? **Answer**: I couldn't remember exactly what they were. **Question**: Were they extensive? **Answer**: No, no. **Question**: Were you just editing or did you make any – **Answer**: Yeah, I think it was just

editing. **Question**: What about content corrections? **Answer**: I can't remember exactly what it was, but it was minor stuff. **Question**: Okay. **Answer**: I think for the most part it was 90 percent there. *Dep., p 18-19, ln 14-9*. According to emails provided by LeVasseur, there may be upwards of 10 drafts that were exchanged with Depa.

9. Because Depa could not recall in his affidavit where he allegedly sent SSMITX correspondence in the Spring of 2016 (Florida/Texas), by the time he was questioned (after speaking with Defendants' attorneys) at the Deposition, Depa miraculously recalled the correct destination. **Question**: "Why do you believe that today and apparently you didn't have that firm of a conviction when you signed the affidavit? [**Answer**] I couldn't tell you. I just thought about it, and Florida is where it went." *Dep., p 59, ln 8-12*.

10. **LaVasseur intentionally included this key statement in the affidavit without any basis.**
    i. **Affidavit #6**: "The computer Mr. Oram used to create the letter was still in his office when I left employment with International Outdoor in July 2018."
    ii. **Depa admits that he would not have any personal knowledge of Mr. Oram's computer status**.
    iii. Evidence: Depa Deposition & Evidentiary Hearing.
        1. **Question**: "Was this the same computer that Mr. Oram had from that date you saw [the alleged creation of the renewal letter] until you left working for International Outdoor? [**Answer**] That I know of…but, I mean, I - - [Mr. Oram] could have - - he could have swapped it out. *Evd. Hrg., p 45-46, ln 17-6*.
        2. **Question**: "You don't have any idea whether the computer that was in Mr. Oram's office when you left employment was the same computer as in 2016, two years earlier, right? [**Answer**] Correct. [Mr. Oram] could have changed it, or he could not have…[**Question**] so… Paragraph 6 of your affidavit is inaccurate? [**Answer**] It's inaccurate, yes." *Evd. Hrg., p 93, ln 6-15*.
            a. This is important because during the 1st trial, International rightfully claimed it was not in possession of the computer used to create the letter, which prevented the court (Judge Potts) from originally ordering a forensic audit of International's IT system. By Depa falsely claiming the computer was the same, it gave Defendants enough to convince the new court (Judge Anderson) to order a forensic audit of International's IT system. The result of the audit confirmed International's claim from the 1st trial

that it was not in possession of the computer used to create the letter. Without Depa making this statement in his affidavit, Defendant's have no basis to seek a forensic audit of International's IT system. While a protective order was entered for the evidentiary hearing, the Defendant's forensic expert completely disregarded the purview of its authority to mine International's data. Once the original renewal letter was not found in the IT system, the Defendants then, and contrary to the protective order, used their forensic expert to attempt to opine why it was not in the IT system.

3. **Question**: "You said in your affidavit in paragraph 6 that the computer Mr. Oram used to create the letter was still in his office when you left your employment with International Outdoor in July of 2018. How in the world do you know that? [**Answer**] I could tell you that - - that his computer was in the same location as it was when he - - when he created that letter, but if he would have changed it over a weekend or something I wouldn't have known…[**Question**] So how did you swear under oath from your - - on the basis of your personal knowledge that you can and will confirm each of the statements made below that the computer Mr. Oram used to create the letter was still in his office when you left your employment? You have no idea, do you? [**Answer**] I don't. If it was the same computer, I don't. It was a computer; I don't know if it was the same computer. *Dep., p 105-106, ln 7-4*.
    a. Without the statement about the computer, there is no basis for a forensic audit and without the forensic audit verifying the creation date of the renewal letter there can be no "clear and convincing" evidence of fraud (the basis of the motion for relief from judgment).
4. The forensic inspection of Oram's hard drive confirmed the hard drive was not the same hard drive used in July 2016.

Judge Anderson

Generally speaking, Judge Anderson will make a decision (not based on application of the law to the facts) and advise the litigants that if they do not like the results, to just take it to the

COA. She is abusing her office by not applying the law she is expected to be familiar with and rather picking a side and framing only certain evidence, if any, that fits the result she prefers and create other issues that would be non-relevant by creating a false record on a fast track when she did not have jurisdiction.

She did not rule on a simple motion for three and a half months for reasonableness of fees, yet she fast tracked an evidentiary hearing. There was a reason why the judge did not rule on the simple motion for fees for three and a half months, the defendants were talking to Depa and staging the items that they needed him to attest to in an affidavit and plan the legal strategy. That way, the courts could fast track the process prior to the court of appeals, and should the court of appeals get involved, it would be after a false record was created.

These lawyers knew better and the invoices show that they staged this whole process and also intentionally withheld evidence and communications. Look at invoices and notice how many times they communicated with each other to stage the good cop bad cop lawyer routine with the court. When push came to shove, they created a distraction that took over the motion for discovery with "witness intimidation" that was non-existent and also failed to share with the court that prior to the motion and on that day, they had heard the recordings and also that they knew that Depa was lying when he testified that he had not shared anything with the lawyers.

This pattern of ill temperament wastes the court's time, resources, and in our case risked jurors' safety during the COVID pandemic. As highlighted in the *Marji* case, the COA reversed Judge Anderson, ruling that"[a] court "considers" a question "by devoting some element of thoughtful deliberation to it." The implication being Judge Anderson didn't devote any thoughtful deliberation to the facts. In *Marji*, the COA further found Judge Anderson's record was DEVOID **OF ANY EVIDENCE** that would permit the trial court to make a necessary and proper determination. Like *Marji*, International was being unnecessarily forced to go through the time and expense of a second trial and appeal for a decision by Judge Anderson that again is devoid of any evidence (or finding of fraud), based on the whole process being staged by the two lawyers and Depa and an abuse of process. They had to do something because Lamar was going to eventually sue SSMITX, see the joint litigation agreement.

In our case, Judge Anderson, who didn't preside over the first trial and DID NOT review the first trial record, completely AND INTENTIONALLY discounted the testimony of multiple witnesses and chose to believe the admittedly exaggerated and outright false statement of Depa, which was (even in the court's eyes) not the most credible. Judge Anderson said Depa's testimony contained an "*indicia of truthfulness*" (as opposed to the required standard of review – clear and convincing evidence of fraud) and completely disregarded the fact the original renewal letter at issue was never found in IO's IT infrastructure. The defendants had our playbook and had a cooperating witness who was willing to mislead and lie. Not surprisingly, Depa had been disclosed prior to the first trial as International's real estate director and as someone who assisted International in answering discovery requests but was never called or deposed by Defendants until almost a year after entry of the first judgment. It was their plan to just call Randy Oram and base it on his credibility only, nothing else and that is why they never called the computer experts.

In addition, on a truly elementary judicial issue (like jurisdiction), **Judge Anderson refused to dismiss defendants' motion for relief from judgment when the defendants had a pending appeal in the COA.** The lawyers knew that the judge did not have jurisdiction yet they also knew that she would do as they wanted and could get the fast track of litigation started before the COA could make a ruling. They needed the judge to make some decisions based on her discretion to create a record and also to get an expert appointed to take attention away from the topic of the letter.

They had the judge from the very start. Judge Anderson used her typical maneuver and required IO to file an application for leave to appeal which the COA then summarily reversed the judge and dismissed Defendants' motion. The judge and the lawyers knew that they did not have jurisdiction yet, also knew and understood that the judge could also make discretionary decisions that could cloud the case toward the judge vacating the jury verdict.

The lawyers for SSMITX and Lamar knew that they had the judge on their side 100% because Judge Anderson improperly allowed the process and false accusations to continue into the record, the COA then subsequently allowed the Defendants to remand the case and retroactively applied the order to avoid a Statute of Limitations bar. This was the plan and that is why the judge put the case on a very fast track and did not rule on a simple fees motion for more than three months. When we filed the motion on January 8, 2019, she scheduled a March 4, 2019, date. The judge or the judge's clerk was aware of the fact that the lawyers for SSMITX and Lamar were in conversations with Depa on what he knew and what they needed him to say and that is why the judge delayed the original fees motion and also after the hearing the ruling.

See the billing and it tells a story. Chris LeVasseur who was supposedly the conduit to Depa only turned in limited billings that have been intentionally manipulated to hide what took place. And even in the Altior billings, there is no activity since September 2018, yet the appeal retainer agreement is dated October 18, 2018 and there was nothing else invoiced until February and then there is the billing from the "Brighton resident" which is where Pat Depa's parents live. They failed to disclose to the courts all the communications with Depa and how they coached him. In other words, they knew that they had protection from the judge if push came to shove and could steer the judge as they wanted.

Even after the remand order, the COA retained jurisdiction and only allowed the trial court to conduct an evidentiary hearing after which the parties were to file supplemental briefing in the COA. **Judge Anderson, completely aware of the jurisdictional issue**, advised the parties (after she bifurcated the evidentiary hearing because the defendants' forensic expert was intentionally not ready) this was also staged and we could not confront him because we were not allowed the information needed for ourselves until after the expert testified falsely and to their benefit and then after we got our expert, after the evidentiary hearing and prior to the second trail, all of a sudden their expert could not testify at trial, so we could never cross-examine him with our expert. The expert was staged as well and either he had a copy of the check or was not interested in finding anything after over $50,000 in costs. Judge Anderson did not care or have respect for the court, she stated on the record that the COA would just have to "find her in contempt" and that she would hold the second part of the evidentiary hearing whenever she

could. Bifurcating the hearing was highly prejudicial in that discovery was ongoing during the first part of the hearing. Defendants' expert and attorneys were aware of witness testimony before the expert completed his report. The report itself went completely beyond the scope of the protective order (likely because no original version of the renewal was found) and was intended to distract and shift the focus away from the "clear and convincing" evidence of the original Word version of the renewal letter (since the litigation began, IO has maintained it was not in possession of the computer used to create the letter and Judge Anderson didn't believe IO based on a lie in the affidavit that Depa post-affidavit admitted was false the statement in paragraph #6 that Depa stated that I had the same computer was used to get access to my computer. The attorneys knew that Depa did not know that I had the same computer but had strategized that he needed to say that so they can get a mirror image of my computer. See Depa testimony. If Depa would not have attested to this in his affidavit, they would have no reason to get a copy of my computer and server data and that was used to shift attention away from the letter and come up with theories that would distract the fact that there was no justification to have an evidentiary hearing and vacate my jury verdict).

Additionally, the court had the parties prepare findings of fact to assist it in formulating its opinion after the evidentiary hearing. Judge Anderson didn't use any findings of fact from the parties' briefing. In fact, she didn't even issue a written opinion. The judge issued an oral opinion without any recitation of the standard of review or legal precedent. The court set aside a jury verdict based on an "*indicia of truthfulness*" from one witness's statements. **No objective evidence of fraud was ever discovered**.

IO repeatedly asked for discovery before, during, and after the evidentiary hearing to prepare for the new trial. Judge Anderson ruled (more than once) discovery was closed, further preventing International from defending itself from false claims. Judge Anderson also denied a request to add the new owners of the property (the original SSMITX sold to a new company, National Storage). However, one week before trial, the defendants issued a subpoena to IO's bank for copies of a certain check (that defendants had for almost one year prior). IO moved to quash the subpoena, but Anderson denied the motion and allowed it to come into the trial, contrary to her previous "no more discovery" orders.

Judge Anderson advised the jury and held that a contract for real property could be modified orally, contrary to the statute of frauds, and long after a condition precedent in the contract had already terminated the contract. She also found that Defendant Lamar was entitled to five additional years of lost profits on a lease that had not even begun, effectively giving Lamar a 25-year contract as opposed to a 20-year contract as SSMITX and Lamar originally agreed upon.

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Q. -- as of -- as of April 24th, 2018, right? That was part of your task on getting that site ready?
A. Yes, it was.
Q. Now, you mentioned at the beginning of the deposition -- toward the beginning of the deposition some communications you had with a gentleman named Steve Shaya, S H A Y A? Is that right?
A. I think so.
Q. You think so? I think so, too.
How did you first come to meet Mr. Shaya?
A. He came to the -- he just showed up at work one day, introduced to us by Randy. I think they were old friends, could be wrong. But it was at -- at the Farmington Hills office.
Q. Okay. So Mr. Shaya did work for International Outdoor as well?
A. Yes.
Q. Do you know when he started?
A. No.
Q. Did you know him before he started?
A. No.
Q. Any idea how long you've known him for?
A. I think he got brought in when -- when Alan got sick.
Q. Okay. What was his job?

See Email Pat wrote

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A. He did similar things that I did, but I think he did a lot of extra stuff for Randy that I wasn't aware what he was doing.
Q. So how do you know he was doing extra stuff for Randy?
A. Well, because he was -- he was busy. I mean, a lot of stuff that he was doing wasn't procuring leases like I do.
Q. Okay.
A. So whatever he was doing, it was something other than what I typically do.
Q. Okay. But you just don't know what those duties were?
A. I don't know what they were.
Q. Okay. Did you become friends with Mr. Shaya?
A. Yeah, I believe we were friends, sure.
Q. Is Mr. Shaya, as far as you know, a particularly religious person?
MR. McKENNEY: Objection, foundation.
A. He mentions it from time to time.
BY MR. BRUETSCH:
Q. Did the two of you have religious discussions?
A. I don't remember.
Q. Okay. Did you know him to be a violent

Page 143

person?
A. No.
Q. When he called you the first time, he -- he was talking about religion quite a bit in the first conversation, wasn't he?
A. I mean, it came up, but I don't know what you mean by "quite a bit." I mean, he --
Q. He said he had this new pastor and he was going to this church, right?
A. I think he said -- I don't ever remember him saying that. I think he might have said there was -- the sermon was a good sermon.
Q. Okay. And you talked about an affidavit that he had been asked to write, correct?
A. Yes.
Q. And you were concerned, and you asked him about whether he was going to write an affidavit that said you were racist?
A. Right.
Q. And he didn't believe that what you said in of the affidavit was true, right? He expressed that?
A. No.
Q. No?
A. He didn't tell me that.
Q. Did he -- did you ever tell Mr. Shaya what

Transcribe what Pat said

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you claimed to have observed Mr. Oram doing with the Simply Storage renewal letter?
A. No. He called me out of the blue.
Q. Mr. Shaya -- well, you tell me.
What did Mr. Shaya say in the first phone call?
A. "What are you doing? Why you doing it? Randy's a good guy. You're a good guy. This is going to get ugly. It's going to cost you." Yeah, he was like, "It's going to disrupt your life completely. They're going to take depositions from your current employee, your past employees, your mom, your daughter. Your going to have to spend thousands on attorneys." And -- and he said, "It's just going to get bloody. It's just going to get dragged out and bloody and you never know what's going to happen."
Q. When he said it was going to get dragged out and bloody, what did -- how did you understand the connotation of what he said?
A. I was nervous, man. Come on.
Q. Did you take that as a physical threat?
A. Yes.
Q. So he said it was in the content of it was going to be ugly, they were going to depose people, it was going to be bloody, and you don't associate the

Steve never said
Pat dragged him into conversation
He recorded to stop discovery

bloody with the "it's going to be ugly, they're going to depose all these people," you think all of a sudden he switched to threatening you physically?

A. You're saying he switched. You didn't -- you weren't there, you didn't see con -- you didn't see his tone, his conversation. It sounded like a threat.

Q. Okay. What else did he say?

A. "Just rescind your affidavit."

Q. Okay.

A. Over and over again, "Rescind your" --

Q. So you were afraid after that conversation?

A. Well, yeah. I mean, he -- he was literally telling me that "They're going to destroy your life if you don't rescind this affidavit," and the words "it's going to get bloody."

Yeah, how -- how would anybody take that?

Q. I don't want to know how anybody would take it; I want to know how you took it.

A. I took it as a threat.

Q. You thought somebody was going to come out and get you?

A. Maybe.

Q. I mean, you told Mr. LeVasseur, "I have to say I do get a little nervous when I go out the night."

A. I did.

Q. I mean, is that really how you felt?

A. Yes.

Q. Okay. Now, before you sent the email to Mr. LeVasseur, did you talk to him about threats?

A. Talk to who?

Q. Mr. LeVasseur.

A. No.

MR. BRUETSCH: That's 21.

(EXHIBIT marked: Exhibit 21.)

BY MR. BRUETSCH:

Q. All right, this is an email that you wrote to Mr. LeVasseur Sunday, July 21st, 5:33 p.m., right?

A. Yes.

Q. And the first thing you say is "So you were right, the threats are coming." So had you had some prior conversation with Mr. LeVasseur about threats?

A. Yeah.

Q. What was that conversation?

A. I can't remember. It was just "They're going to threaten you," or "Let me know if there's any threats." That's what he -- that's what he said, "Just let me know if there's any threats," so I said, "All right."

Didn't hear any at the time, and then in this thing, it was like, "Yeah, you're right, the threats

are coming."

Q. So why did you, after you sent this email to Mr. -- well, strike that.

Give me a -- relate this email in time to this phone call from Mr. Shaya. Did you send it right away?

A. Yeah, I sent it I think pretty much right afterward, within a half hour.

Q. Okay. And then, since you were so scared after Mr. Shaya's call, how come after you sent this email to Mr. LeVasseur you texted Mr. Shaya and asked him to call you back?

A. I wanted to get him on tape.

Q. Mm-hm. Did you tape the first call?

A. No.

Q. Okay. Did you tape the second call?

A. Yeah, but it was just -- it wasn't the same. He clarified then.

Q. What did he clarify?

A. That the threats were -- I forget how he said it. That, you know, they were -- he didn't say it was like -- like -- like physical, but they're -- "They're going to -- it's going to be bloody, everything dealing with the lawyers and everything like that," so he did clarify it.

GET DETAILS PAT WAS TRYING TO BAIT HIM

WHAT OTHER CONVERSATIONS DOES HE HAVE RECORDED

Q. All right.

A. But that was after I wrote this.

Q. Okay. So he basically said to you -- I don't want to put words in your mouth; you tell me what's right and what's wrong, or if I have the connotation or if I don't -- but basically, "Hey, you got me all wrong. I wasn't saying somebody's going to put a hit out on you or something, I was just saying this is going to get ugly, there's going to be depositions, you're going to get involved," et cetera.

Is that what he said?

A. Yeah, after I wrote this.

Q. Okay. And did that set your mind at ease?

A. Oh, a little bit, not completely.

Q. And he told you in both calls, right, that Randy had not set him up to call you, that he was doing it on his own, right?

A. Yes, he did.

Q. After the first call, did you do anything else besides sending this email to Mr. LeVasseur to report these alleged threats?

A. I don't know if they're alleged. At the time they seemed pretty real.

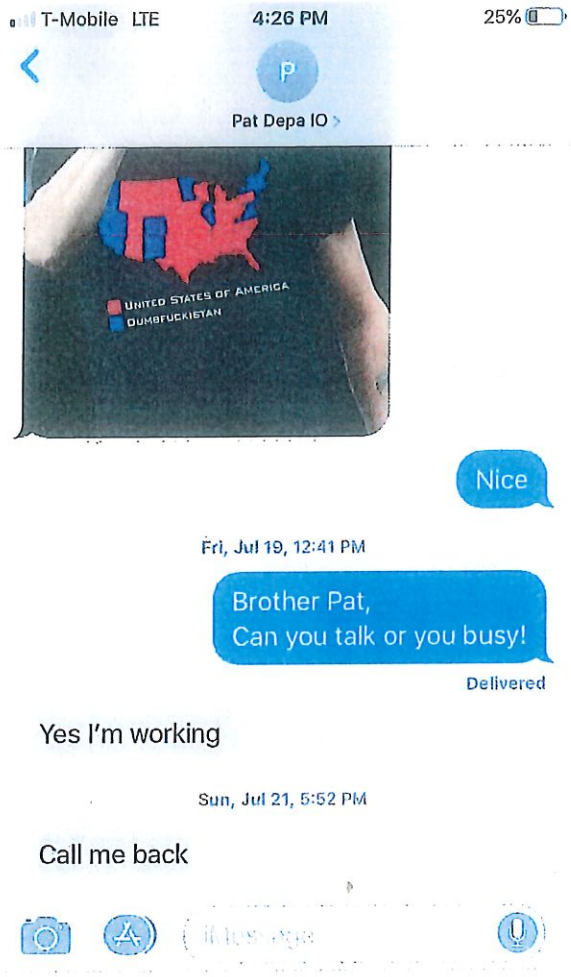
Q. Okay, that's not the answer to my question, though.

HAD TO BLOW-UP DISCOVERY HEARING THIS WAS PLANNED & ATTY'S USED IT TO OVERT THE COURT PLAYING FAST & LOOSE

See JUNE 6, 19 7:34 PM Email FROM LAVASSAR

Re-Trial – 8-17-21 – p. 191, ln 6-10

Question: "[…] Finally, Mr. Oram (sic), I think there was an attempt at insinuation that you were here testifying today because *you had some racial animus toward Arabs*. Is that true at all? [**Answer**] *Furthest thing from the truth*. It's ridiculous.



Text messages between Depa and Shaya beginning July 19, 2019. Depa sent Shaya a picture of a shirt identifying predominately democratic states as "Dumbfuckistan". There are 7 "stan" countries (e.g. Turkmenistan, Afghanistan, and Pakistan). The majority of "stan" countries are located in the middle east (i.e. of Arab ancestry).

Page 149

A. **So what's your question again?**
Q. Did you tell or report it to anybody else?
A. **No.**
Q. File a police report?
A. **No.**
Q. So you told Mr. LeVasseur, and then you texted Mr. Shaya and told Mr. Shaya to call you back, and you had a second conversation that you taped, right?
A. **Mm-hm.**
Q. Still have the tape?
A. **I think so.**
Q. Where is it?
A. **It's on my phone.**
Q. And you also called Mr. Shaya back five days later -- I'm sorry, make sure I get that right.
Yeah, five days later, you called Mr. Shaya again, right?
A. **I don't think so, no. That was the last I talked to him.**
Q. I didn't say you talked to him, but you called him, right? You just didn't reach him?
A. **I didn't purposely call him.**
Q. Well, if Mr. Shaya has a missed call from you on July 26th, 2019, can you explain that?

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A. **Yeah, it was an accidental call.**
Q. Did Mr. Shaya call you back?
A. **No, because I think it was just like started to ring and I hung up, I noticed that it was there and I didn't want to -- it wasn't somebody I was trying to reach so I just hung up.**
Q. Okay.
A. **That happens all the time.**
Q. Did you reach back out to Mr. LeVasseur and tell him about that second call and that Mr. Shaya had explained what he meant in the first call?
A. **No, because he -- he didn't explain until I asked him, so, of course, what was he going to say? You know, I didn't -- I don't know if I completely believed him.**
Q. My question was just whether you had reached back out to Mr. LeVasseur.
A. **Nope.**
Q. Back in August of 2016 after you left International Outdoor, you sent an email to both Mr. Oram and to Mr. Sieving and you asked them to critique your resume, right?
MR. McKENNEY: I'll object to the question. August 2016?
MR. BRUETSCH: '18, sorry.

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A. **I might have.**
BY MR. BRUETSCH:
Q. Why did you do that?
A. **Couldn't say.**
Q. I mean, according to you, Mr. Oram's a -- you know, a thief and a fraudster, right? You want his help -- you're reaching out to him to ask for help for your resume?
A. **I don't have anything personally against Mr. Oram.**
Q. And he gave you some help, too, right? He gave you comments on the resume?
A. **I don't -- I don't remember.**
Q. So did Mr. Sieving, right?
A. **If it's there, they -- they did, and I appreciate it, whatever it was. Whether I used it, I'm not sure, but, I mean, I was -- my job almost 20 -- 50 hours a week was looking for a job, so.**
Q. You had mentioned earlier that one of the things you had to do was get, like, the electrical done on the billboards, right?
A. **Yes.**
Q. And you used a company called Fairfax Electric for that work?
A. **Sometimes.**

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Q. Is that owned by a friend of yours?
A. **An acquaintance.**
Q. Acquaintance? Who is that?
A. **Um, I'm just drawing a blank. I'm drawing a blank. Do you have it?**
Q. I'm sorry?
A. **I'm just drawing a blank.**
Q. Okay.
A. **I can't think of his name right off the top of my head.**
Q. Who else did you use for electric?
A. **I don't know, three or four other people.**
Q. Like who?
A. **Oh, I don't know. You'd have to go back and look through all -- you know, some of them were friends of Randy's, some of them worked on Randy's house. I can't remember those names; Randy would be able to come up with them.**
Q. Okay.
A. **But there was multiple people.**
Q. Fairfax Electric had prices that were over market, right, higher?
A. **I don't think so.**
Q. No? Do you remember --
A. **I think they were lower than a lot of other**

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1 people.
2 Q. Do you remember bugging Mr. Oram about paying
3 their bills?
4 A. Paying whose bills?
5 Q. Fairfax Electric's.
6 A. If they had bills, yeah.
7 Q. Were you aware that Lamar had built a
8 nonconforming billboard in violation of the law in the
9 City of Detroit? Do you remember that subject coming
10 up?
11 A. No.
12 Q. No? You had a file on it on your computer.
13 A. Did I?
14 Q. Yeah. Pictures, right?
15 A. Of?
16 Q. Of the nonconforming billboard.
17 A. From Lamar?
18 Q. Yeah.
19 A. Was it the one where they moved like the pole
20 just over a little bit? I mean, I don't remember.
21 Q. You don't remember what's in your file?
22 A. Give me -- the location, I'm not sure.
23 Q. City of Detroit.
24 A. City of Detroit. I think me and Randy
25 recognized together there was a sign that was moved, if

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1 I can remember that right.
2 Q. Okay, and -- moved or rebuilt?
3 A. Rebuilt.
4 Q. Okay. So it was kind of grandfathered in and
5 they rebuilt it?
6 A. Yeah, but you still can't move them. You
7 still can't move them.
8 Q. I mean, did you do anything about that one?
9 A. No.
10 Q. Why not?
11 A. I mean, I'd have to go through -- it wasn't
12 my place to prove it, prove it or disprove it. I
13 didn't even -- we didn't even know if they -- maybe
14 they got some exemption. We were just -- everything
15 was under assumption. We didn't go and look and see if
16 they actually had got City of Detroit or State of
17 Michigan approval.
18 Q. Are you a note taker? Do you kind of take
19 notes of your conversations or meetings?
20 A. Sometimes.
21 Q. I mean, some people would describe you as a
22 meticulous organizer who documents everything. Do you
23 think that fits you?
24 MR. McKENNEY: Objection, form and
25 foundation.

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1 A. Probably not exactly. I mean, I -- I'm
2 pretty driven and I try to get things done, but I don't
3 know about meticulous in note taking. Maybe that's why
4 I can't remember a lot of things, because I don't -- I
5 focus on what's important, and some of this stuff
6 that's not important, I just -- it doesn't seem
7 relevant.
8 BY MR. BRUETSCH:
9 Q. Did you ever hear Mr. Oram threaten anyone?
10 A. He's got pretty loud at times with people,
11 but, you know, hearing one side of the conversation, I
12 don't know what's going on.
13 Q. I mean, I'm talking physically threatening
14 people.
15 A. Don't know.
16 Q. Don't know, never heard it?
17 A. I can't remember if I did.
18 Q. I mean, if you -- you wouldn't have worked
19 for somebody who you thought was physical -- going
20 to -- was physically threatening people, would you
21 have?
22 A. I wouldn't -- I wouldn't want to, but, I
23 don't -- I mean, that's an open-ended question. I
24 don't even really understand why you're asking it.
25 But no, I wouldn't probably want to work for

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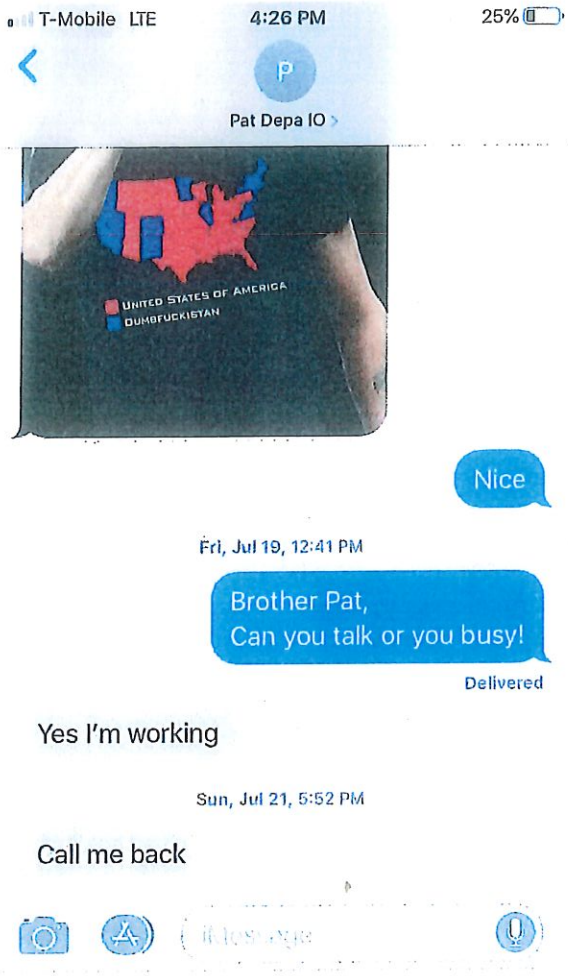
1 somebody. Would I? Who knows.
2 Q. Well, you asked for, like, pay advances from
3 Mr. Oram from time to time, right?
4 A. I think we just did it yearly.
5 Q. And when you asked for them he gave them to
6 you, right?
7 A. Yeah, he's -- he's a negotiator. He would
8 negotiate it down or whatever, he'd negotiate it to
9 "What do you want?" We'd come to an agreement.
10 MR. BRUETSCH: Why don't we take a
11 five-minute break? I think we're almost done.
12 THE VIDEOGRAPHER: Okay, going off the
13 record at 5:59 p.m.
14 (A recess was taken from 5:59 to 6:12.)
15 THE VIDEOGRAPHER: We are back on the
16 record at 6:12 p.m.
17 BY MR. BRUETSCH:
18 Q. All right, Mr. Depa, I won't keep you too
19 much longer.
20 Are you aware that on more than one occasion
21 while you were employed at -- or, I'm sorry, while you
22 were an agent of International Outdoor, the IT system
23 suffered from viruss?
24 A. No.
25 Q. You don't remember that happening ever?

VIRUS

Re-Trial – 8-17-21 – p. 191, ln 6-10

Question: "[…] Finally, Mr. Oram (sic), I think there was an attempt at insinuation that you were here testifying today because *you had some racial animus toward Arabs*. Is that true at all? [**Answer**] *Furthest thing from the truth.* It's ridiculous.



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OB Companies/Simply Self Storage

Kyle A. Schmutzler
7505 W. Sand Lake Rd
Orlando, FL 32819

Client Number 5858 WG
Invoice Number 59593
Invoice Date 04/12/2019
Activity Billed Through 03/31/2019

Regarding: Lamar/International Outdoor **00011**

Services:

02/15/2019	CEL	Receive and review Lamar reply brief on appeal.
02/18/2019	CEL	Prepare subpoena for billing records regarding International Outdoor.
02/27/2019	CEL	Receive and review correspondence from Brighton resident regarding International Outdoor fraud allegation.
02/28/2019	CEL	Review file and prepare for hearing on motion for attorney fees.
02/28/2019	SGR	Office conferences with Christopher LeVasseur regarding evidentiary hearing; legal research on matters.
03/01/2019	CEL	Telephone conference with attorney for Lamar regarding attorney fee motion; receive, review and reply to email from same.
03/01/2019	CEL	Continue preparation for evidentiary hearing on motion for attorney fees; research regarding standards for award of fees; review and assemble exhibits for hearing.
03/01/2019	SGR	Office conferences with Christopher LeVasseur regarding attorney fee hearing; review file; conduct legal research on rules of evidence and other matters; office conference with Christopher LeVasseur regarding same.
03/04/2019	CEL	Review file and prepare for hearing on attorney fees; attend hearing.
03/04/2019	SGR	Review files; attend attorney fee hearing with Christopher LeVasseur at OCCC.

Total Services: $7,128.00

Disbursements:

OB Companies/Simply Self Stora

Invoice number 59593

03/31/2019	Postage expense	6.80
	Total Disbursements:	$6.80

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OB Companies/Simply Self Storage

Kyle A. Schmutzler
7505 W. Sand Lake Rd
Orlando, FL 32819

Client Number 5858 WG
Invoice Number 59928
Invoice Date 06/07/2019
Activity Billed Through 05/31/2019

Regarding: Lamar/International Outdoor **00011**

Services:

05/15/2019	CEL	Telephone conference with former employee of International Outdoor; telephone conference with Lamar's attorney regarding same.
05/22/2019	CEL	Draft affidavit regarding Patrick Depa and email to same.
05/23/2019	CEL	Receive, review and reply to email from Patrick Depa; draft revisions to Depa affidavit.
05/24/2019	CEL	Telephone conference with with Patrick Depa and draft revisons to affidavit.
05/29/2019	CEL	Telephone conference with Lamar's attorney regarding Depa affidavit.

8:58 P.M
8:43 A.M
4:42 P.M
12:28 P.M.

Total Services: $1,224.00

Disbursements:

Missing
5/13, 5/14, 5/21 – 8:34 AM / 1:07 AM
11:24 A.M.
11:15 A.M.
5:33 A.M.
8:43 A.M.
3:38 P.M
5:42 A.M.
11:05 P.M.

Total Disbursements: $0.00

Manipulated Invoice?
see pg. 2

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OB Companies/Simply Self Storage

Kyle A. Schmutzler
7505 W. Sand Lake Rd
Orlando, FL 32819

Client Number 5858 WG
Invoice Number 60171
Invoice Date 07/18/2019
Activity Billed Through 06/30/2019

Regarding: Lamar/International Outdoor **00011**

Services:

06/03/2019	CEL	Telephone conference with Steve McKenney; receive and review correspondence from Patrick Depa; email to client regarding same; telephone conference with client.
06/05/2019	CEL	Receive, review and reply to email from Pat Depa.
06/06/2019	CEL	Receive, review and revise motion to set aside judgment; receive, review and reply to emails from client and Lamar's attorney regarding same; receive and review email from IO's attorney; email to Depa regarding motion filing.
06/06/2019	WG	Conference with Chris LeVasseur regarding motion to set aside judgment; review brief in support.
06/07/2019 2	CEL	Receive, review and reply to email from Patrick Depa.
06/13/2019	CEL	Receive, review and reply to email from client; review rules regarding Seiving misconduct reporting; attention to contacting Alan White.
6/17 06/18/2019 2	CEL	Receive, review and reply to emails from Lamar's attorney; review response to motion to set aside judgment; attention to contacting Patrick Depa; prepare for motion hearing.
06/19/2019	CEL	Appear in court on motion to set aside verdict; telephone conference with client; telephone conference with Patrick Depa; receive and review emails form Depa; receive and review proposed order granting motion and approve same.
06/20/2019	CEL	Receive, review and reply to emails from Lamar's attorneys; receive and review correspondence from court regarding evidentiary hearing;

		advise Depa of same; email to client regarding Depa conversation.
06/20/2019 6/22	CEL	Receive and review propose subpoena and document request to International Outdoor computer tech; draft revisions to same.
06/24/2019	CEL	Receive, review and reply to emails from Lamar's attorney regarding draft discovery requests.
06/25/2019	CEL	Receive, review and reply to email from Lamar's attorney and draft revisions to Sieving deposition subpoena.
06/27/2019	CEL	Receive, review and reply to emails from Lamar's attorney; review email to IO's attorney; review and revise proposed protective order.

Total Services: $3,921.00

Manual Font change? Manipulation of total?

Disbursements:

06/30/2019	Photocopy expense	3.75

Total Disbursements: $3.75

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OB Companies/Simply Self Storage

Kyle A. Schmutzler
7505 W. Sand Lake Rd
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Client Number 5858 WG
Invoice Number 60331
Invoice Date 08/23/2019
Activity Billed Through 07/31/2019

Regarding: Lamar/International Outdoor **00011**

Services:

07/02/2019	CEL	Receive and review Lamar response to IO motion to quash subpoena.
07/02/2019	SGR	Draft and review communications to and from Christopher LeVasseur regarding hearing; review file, motion and response.
07/03/2019	SGR	Attend hearing at OCCC.
07/10/2019	CEL	Receive and review email from Steven McKenney regarding computer inspection.
07/17/2019	CEL	Receive, review and reply to numerous emails from Lamar and IO's attorneys regarding discovery and evidentiary hearing; telephone conference with Patrick Depa regarding possible deposition; attention to hiring private investigator.
07/18/2019	CEL	Receive, review and reply to emails from Lamar's attorneys regarding strategy; receive and review IO's motion to permit discovery and attention to preparing response to same.
07/19/2019	CEL	Attention to locating Alan White for possible interview.
07/22/2019	CEL	Receive, review and reply to emails from Lamar's attorney; receive and review email from Pat Depa; review IO motion to expand discovery and Lamar's response; draft reply to motion and attention to filing same.
07/22/2019	CEL	Telephone conferences with Patrick Depa; email to client regarding same; email to Lamar's attorney.
07/22/2019	WG	Review email from Chris LeVasseur regarding potential witness tampering; telephone conference with Chris LeVasseur regarding same.
07/23/2019	CEL	Review audio of Shea call; receive and review email from Lamar

		attorney; prepare for hearing on IO motion to expand discovery.
07/24/2019	CEL	Appear in court for hearing on motion to expand discovery; telephone conference with client regarding same.
07/24/2019	CEL	Telephone conference with Patrick Depa; receive and review emails and text messages regarding contacts with Sieving.
07/25/2019	CEL	Receive, review and reply to emails from Lamar's attorneys; review and approve order regarding IO discovery motion; receive and review Potter motion to wtihdraw as counsel.
07/25/2019	CEL	Receive and review IO emergency motion regarding computer inspection and Lamar response to same; attention to preparing concurrence in Lamar response and filing same; receive and review court of appeals decisions regarding same.
07/25/2019	CEL	Receive and review deposition notices regarding Sieving and computer expert; receive, review and reply to emails from IO's and Lamar's attorneys regarding computer inspection issues.
07/25/2019	WG	Review emails regarding relief from judgment; conference with Chris LeVasseur regarding same.
07/26/2019	CEL	Receive, review and reply to emails from Lamar and IO counsel regarding computer inspection issues; telephone conference with Patrick Depa; telephone conference with Lamar's attorney; receive and review email from Judge Anderson's staff attorney; receive and review emergency motion regarding computer inspection and IO's response to same.
07/26/2019	WG	Review emails regarding update on litigation; telephone conference with Kyle Schmutzler and Chris LeVasseur regarding same.
07/30/2019	CEL	Receive and review Lamar response to motion to withdraw and motion for stay of proceedings.
07/30/2019	CEL	Receive and review discovery requests from International Outdoor and draft response to same.
07/30/2019	CEL	Receive, review and reply to emails from Lamar's attorney regarding computer inspection motion; receive and review expert affidavit regarding same.
07/31/2019	CEL	Appear in court for hearing on various motions; email to client regarding same.
07/31/2019	WG	Conference with Chris LeVasseur regarding results of hearing.

Total Services: $8,359.00

Disbursements:

07/31/2019	Photocopy expense	6.50
07/31/2019	Postage expense	1.30

Total Disbursements: $7.80

Letter's sent
Withholding Evidence

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Client Number 5858 WG
Invoice Number 59593
Invoice Date 04/12/2019
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Invoice number 59593

03/31/2019 Postage expense 6.80

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NO TOTAL INCLUDING REIMBURSEMENTS

Altior Law P.C.

INVOICE

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SM	02/01/2019	[redacted]			
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SM	02/04/2019	[redacted]			
SM	02/05/2019	[redacted]			
SM	02/06/2019	[redacted]			
SM	02/07/2019	[redacted]			
LD	02/08/2019	[redacted]			
SM	02/08/2019	[redacted]			
LD	02/09/2019	[redacted]			
SM	02/09/2019	[redacted]			
SM	02/10/2019	[redacted]			
SM	02/11/2019	[redacted]			
SM	02/12/2019	[redacted]			
LD	02/13/2019	[redacted]			

SM	02/13/2019	[redacted]			
LD	02/14/2019	[redacted]			
SM	02/14/2019	[redacted]			
LD	02/26/2019	[redacted]			
SM	02/28/2019	[redacted]			
LD	03/20/2019	[redacted]			
LD	03/21/2019	[redacted]			
LD	03/22/2019	[redacted]			
SM	03/26/2019	[redacted]			
LD	03/26/2019	[redacted]			
LD	03/28/2019	[redacted]			
LD	04/11/2019	[redacted]			
LD	04/16/2019	[redacted]			
SM	04/16/2019	[redacted]			
LD	04/29/2019	[redacted]			
LD	04/30/2019	[redacted]			
SM	04/30/2019	[redacted]			
LD	05/02/2019	[redacted]			
LD	05/03/2019	[redacted]			
SM	05/15/2019	Communication with Levasseur re: [redacted] review discovery and deposition transcripts re: same; confer with KFN re: [redacted]	0.50	$375.00	$187.50
SM	05/16/2019	Conference call with Joe and Rich re: [redacted] legal research re: [redacted]	0.50	$375.00	$187.50

1 look at that and see if that refreshes -- or I can ask, does
2 that relate to Doris Road as well? And --(undecipherable)--
3 page 2 and the subject line --
4 A Yes, it does --
5 Q -- you can see 1069 Doris Road, correct?
6 A Yes.
7 Q So you were involved in 2016, correct?
8 A Yes. We required -- they required land owner acknowledgment
9 to be able to apply for MDOT permits cause you needed an
10 MDOT permit to put up a billboard. So we were in the
11 process of applying for that permit but we didn't have the
12 land owner acknowledgment.
13 Q At some point, did you try and reach out to Lamar and Simply
14 Self Storage after the first -- after the first case was
15 over?
16 A Yes.
17 Q And did you -- how did you try and reach out to them?
18 A With a letter. I got the name and address from the Court's
19 ruling.
20 Q And did you eventually make contact -- well, initially did
21 you send signed letters or unsigned letters?
22 A I believe they were unsigned. They were anonymous.
23 Q And eventually, you sent letters that you signed yourself,
24 correct?
25 A Yes.

1 Q And you identified your name and telephone number?
2 A Yes.
3 Q And did you eventually make contact with counsel for Simply
4 Self Storage, Mr. LeVasseur?
5 A Yes.
6 Q And did Mr. LeVasseur and you go through the process of
7 writing the affidavit that's Exhibit 54?
8 A Yes.
9 Q Can you describe for the jury how you and Mr. LeVasseur went
10 about making that affidavit?
11 A Well, first of all, I've never done an affidavit before, had
12 no idea really what it was. But we -- I basically just kind
13 of outlined the story and the time line and everything that
14 kind of I felt was pertinent to what was going on during
15 that time. And he was taking notes and writing it down and
16 kind of organizing it and then we went through a revision or
17 two to make sure that it was as accurate as -- as possible.
18 And again, this is my first time ever doing an affidavit so
19 I didn't know --
20 Q When you were going through that process and talking to Mr.
21 LeVasseur, did you have anything -- anything in front of you
22 to help you refresh your memory on dates or documents you
23 would look at to reference anything?
24 A No, nothing.
25 Q Did Mr. LeVasseur provide you with any information to help

1 you write the affidavit?

2 A No. I was going all off my memory.

3 Q Earlier, you had mentioned a gentleman named Steve Shaya

4 (ph), correct?

5 A Yes.

6 Q And he worked at International Outdoor?

7 A Yes.

8 Q Did you also understand that he was a personal friend of Mr.

9 Oram's?

10 A Yes.

11 Q Did Mr. Shaya attempt to contact you in July of 2019 after

12 you had signed your affidavit?

13 A Yes.

14 Q What was the general subject matter of the call?

15 A Well, first it was, "Why are you doing it? Please don't

16 it." You know, "There's no need to. Randy's a good guy."

17 All this stuff. And then -- and then it just -- it kind of

18 started turning threatening, that if I did there would be

19 consequences to me and my family, so --

20 Q Did that give you pause about testifying in this matter?

21 A Yeah, it did.

22 Q How many calls did you receive from Mr. Shaya?

23 A A couple, I believe.

24 Q So you've received threatening calls, you've come here all

25 the way from Oregon, taken time off work to do so. Have you

1 been paid or promised anything by Lamar or Simply Self
2 Storage for coming all the way out here?
3 A No.
4 Q Are you doing this -- do you take some sort of pleasure in
5 coming out here and foiling Mr. Oram's plans today?
6 A No, I like Mr. Oram. I wish I would have got -- got to him
7 earlier and convinced him not to do this.
8 Q Are you here to settle any score or anything like that with
9 Mr. Oram?
10 A No.
11 Q Is there any sort of revenge you're trying to seek against
12 him?
13 A No. He was -- he was a -- he was a good boss.
14 Q So then why do this? Why come out here? Why write the
15 letters? Why step forward to put yourself in the
16 crosshairs?
17 A It was just stepping over the line. I mean it was just --
18 it was just too much I think in my mind to handle. The
19 little stuff that he would do never really amounted to much
20 but this really seemed to like step over the line and when
21 you think about just fabri -- this country and the justice
22 system and really is -- really what holds it together. And
23 I don't know. Really put it over the top for me and I -- I
24 mean -- to be honest with you, I couldn't -- I couldn't even
25 believe he would go that far to do that. So it -- yeah,

Pat Depa Voicemail Transcription

June 18, 2019
10:37PM

"Hey Jim, it's Pat. Umm, I just wanted to find out about – ask you a question about when you started at IO. I know Randy probably told you not to talk to talk to me or whatever, but you're a contractor; you can do what you want. I mean, if you're afraid about losing your money, I understand. You know, he's an S.O.B. You know it. I stuck up for you a ton, bro. But you know, you gotta protect your ass. So if you get this and, you know, Randy is telling you not to talk to me for whatever reason, which you know, I can find out – you know, you can tell me the date and he won't find out that you gave it to me. Because it'll be through the correct date. But if you get this, and like I said, if Randy doesn't want you to talk to me then I understand. But again, you're just a contractor. If that's the case, just give me a thumbs up on a text back so I know you got this. You know, like I said, I have your back, bro."

1 pretty much --(undecipherable)--.

2 MR. MCKENNEY: I have no further questions,

3 your Honor.

4 THE COURT: Mr. LeVasseur, do you have any

5 questions of this witness?

6 MR. LEVASSEUR: Not at this time.

7 MR. BRUETSCH: I'm gonna add to your stack,

8 Mr. Depa. I'm just gonna put this here. Those are

9 transcripts of the prior testimony you've given.

10 Your Honor, would you like a book as well?

11 THE COURT: You may proceed.

12 MR. BRUETSCH: Thank you, your Honor.

13 CROSS-EXAMINATION

14 BY MR. BRUETSCH:

15 Q Good afternoon, Mr. Depa.

16 A Good afternoon.

17 Q If you can, please try to keep your voice up. I could

18 hardly hear you and we've got jurors behind me, okay. And

19 we're a little more spread out today so I want them to hear

20 the testimony so as much you can, please try to keep your

21 voice up. I'll try to remind you if we can't hear you,

22 okay?

23 A Yes.

24 Q All right. I'm gonna start with pretty much the last thing

25 you said. That this was over the line, this conduct with

1 the renewal letter. That's what you just told the jury,
2 right?
3 A Yes.
4 Q And I believe you also told them that you had observed
5 International Outdoor staff on multiple or regular occasions
6 at Mr. Oram's direction falsify engineering drawings with
7 stamps on them, right?
8 A Yes.
9 Q And he falsified or changed designations of building codes,
10 right?
11 A Correct.
12 Q That's a safety issue, isn't it?
13 A Yes.
14 Q I mean if you change codes or falsify engineering stamps, a
15 billboard could fall down on somebody's car, house, life,
16 right?
17 A Yes.
18 Q That wasn't over the line?
19 A It was -- it was pretty close. It was pretty close. The
20 understanding that I got from --
21 Q Wait -- you've answered --
22 A I can explain why --
23 Q -- sir, you've answered my question --
24 A -- okay --
25 Q -- I'm gonna give you another one.

1 A Okay, sure.

2 Q So falsifying an engineering stamp or a building code

3 designation, which you've acknowledged is a potential life

4 and death issue I think, that wasn't over the line enough

5 for you to go and tell somebody.

6 A Engineers said it was wind-load (ph).

7 Q What engineers?

8 A The engineers that were doing the engineering plans for Mr.

9 Oram.

10 Q Were they the ones who falsified these documents?

11 A No.

12 Q No. In fact, you previously told me it was creative people

13 at International Outdoor who did this, right?

14 A At the behest of Mr. Oram.

15 Q And actually you also told us previously that they did it at

16 the behest of yourself, right?

17 A If -- if I was told by Mr. Oram that this needed to get in

18 then yes, and they would listen to me if I directed them to

19 do so.

20 Q So it's your testimony, first of all, that the creative

21 staff at International Outdoor could re-create an

22 engineering stamp placed on a engineering plan?

23 A No, they didn't recreate it. It's called photoshopping.

24 It's called capturing and moving over.

25 Q An embossed seal. Did they have embossed seals?

1 A I don't know what that means.
2 Q When you've got a piece of paper, a plan, and you put an
3 embossed stamp on it doesn't it actually physically change
4 the paper, make indentations in the paper?
5 A No, because these were scanned in. That's how we received
6 them. We didn't receive them with boshed (ph) seal.
7 Q And so you actually participated in -- according to your
8 testimony -- falsifying engineering documents that you knew
9 could be a life or death issue?
10 A They didn't appear to be life or death.
11 Q Oh, now they don't appear to be life and death?
12 A I never said they were.
13 Q You said that they were potential safety issues. You agreed
14 that they were potential safety issues and that a billboard
15 could potentially fall down on somebody's car or person or
16 house. Are you changing that testimony?
17 A I'm not sure if I said that.
18 Q You also said -- and I'm sorry, it struck me so I'm gonna go
19 a little out of order so it's gonna take me a second. But
20 you also said that you saw Mr. Oram type, print, and sign
21 the December 20th -- the document dated December 20, 2013 --
22 the lease renewal letter, right?
23 A Correct.
24 Q And -- but you said you didn't see him scan it, right?
25 A No, but I knew it was scanned. Cause how else would it

1 become a PDF and then it start being used in certain
2 disclosures?
3 Q Right. You just told the jury though that you personally
4 did not see Mr. Oram scan -- put up Exhibit 26, please,
5 James. This is the document we're talking about, right?
6 Exhibit 26.
7 A Yes.
8 Q Okay. In front of you in that binder, please, I want you to
9 open up tab 1 and I want you to go to page 48.
10 MR. MCKENNEY: (Undecipherable).
11 MR. BRUETSCH: He's looking at the
12 evidentiary hearing transcript. Thanks for clarifying that.
13 BY MR. BRUETSCH:
14 Q Do you have that, Mr. Depa?
15 A Yep, page 48.
16 Q Now, I'll represent to you that this was actually under
17 questioning I believe by Mr. McKenney, certainly by Lamar's
18 lawyers. And you said -- and the question at line 3, Mr.
19 Depa, was:
20 "And what did you see Mr. Oram do with this
21 letter after it was printed off?"
22 And your answer, Mr. Depa, was:
23 "Well, the -- the -- I -- well -- I saw him
24 sign it and then scan it and that was it."
25 Did I read that correctly, sir?

1 A Yes.

2 Q Yes, I did?

3 A Yes.

4 Q Please turn to page 52. Mr. Depa, also in your evidentiary

5 hearing testimony --

6 MR. MCKENNEY: Your Honor, I'm going to

7 object. He's -- he's not impeaching him --

8 MR. BRUETSCH: I am impeaching him --

9 MR. MCKENNEY: -- because he isn't denying

10 the testimony. So we're just essentially --

11 THE COURT: You need to ask him -- you need

12 to ask him a question first. And if he answers differently,

13 then you use the prior testimony.

14 MR. BRUETSCH: I'm sorry, I thought I did ask

15 him. I'll ask him again.

16 BY MR. BRUETSCH:

17 Q Mr. Depa, did you see Mr. Oram scan Exhibit 26 into the

18 scanner at International Outdoor?

19 A No, I didn't.

20 Q Okay. Page 52, line 6.

21 MR. MCKENNEY: Your Honor, he's gotta ask him

22 if he testified at the first trial -- or at the evidentiary

23 hearing what he said. Not -- he can't impeach him unless

24 you've established he testified --

25 MR. BRUETSCH: I'll ask him that too.

1 BY MR. BRUETSCH:

2 Q Did you testify at a previous evidentiary hearing in this

3 matter, Mr. Depa?

4 A Yes.

5 Q Did you sit in that very chair?

6 A Yes.

7 Q In this very courtroom?

8 A Yes.

9 Q Did you raise your right hand before you got on the stand

10 and swear to tell the truth and nothing but?

11 A Yes.

12 Q Okay. And at the evidentiary hearing, did you in fact

13 testify that quote:

14 "I saw him type it. I saw him print it off.

15 I saw him sign it and scan it."

16 Was that your testimony, Mr. Depa?

17 A Yes.

18 Q Thank you. Mr. Depa, after that testimony -- after you had

19 left, after your testimony was done, did you ever see -- did

20 you ever see a time card for yourself that reflected when

21 you were in the office for the week of -- specifically the

22 day of July 25, 2016?

23 A Not that I recall.

24 Q Okay.

25 MR. BRUETSCH: Would you pull up 76, James?

1 BY MR. BRUETSCH:

2 Q Did anybody tell you, Mr. Depa, after your evidentiary

3 hearing testimony that on the date that the Exhibit 26 was

4 scanned into the system, which we've established is July 24,

5 2016, that you weren't in the office that day?

6 MR. MCKENNEY: Your Honor, I would object.

7 It calls for hearsay.

8 THE COURT: I'm sorry, it calls for what?

9 MR. MCKENNEY: It calls for hearsay. "Did

10 anybody ever tell you?" and it's a statement outside the

11 hearing.

12 MR. BRUETSCH: I'll rephrase.

13 THE COURT: Thank you.

14 BY MR. BRUETSCH:

15 Q Did anyone from Lamar or its counsel tell you that you

16 weren't in the office the day that Mr. Oram scanned the

17 Exhibit 26 into the system?

18 A No.

19 Q Had you ever heard that before?

20 A I did. It was at the evidentiary hearing -- I'm not sure.

21 Q You heard what, sir?

22 A That I wasn't in the office.

23 Q Okay. So in any event, at the prior evidentiary hearing, on

24 two occasions it was your testimony that you saw him type

25 it, print it, sign it, and scan it.

1 A Yes, but it wasn't my affidavit and we already --

2 Q That wasn't my -- did you --(multiple speakers)-- did you

3 intend to --

4 A I didn't intend to say that I saw him scan it.

5 Q Okay. Even though you said it twice?

6 A Even though I said it twice. It was not my intent. Cause

7 that was not in my affidavit.

8 Q All right. Now I think we've established that you started

9 at International Outdoor in September of 2010, isn't that

10 right?

11 A Could have been -- could have been August. Can't remember.

12 Q Okay. And your last day was either in July or August of

13 2018?

14 A Yeah, I -- I --(undecipherable)-- it was I think the last

15 week of July but I think someone had pointed out it was like

16 August 3rd or something.

17 Q Okay. So you were there just about eight years?

18 A Yes.

19 Q And prior to working at International Outdoor I think you

20 mentioned you worked at the City of Taylor, right?

21 A Correct.

22 Q In fact, you did two different stints at the City of Taylor?

23 A Yes.

24 Q And you left the job at the City of Taylor in February of

25 2010, right?

STATE OF MICHIGAN

6TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL OUTDOOR,

Plaintiff,

v File No. 2016-155472-CB

SS MITX & LAMAR ADVERTISING,

Defendants.

_____/

MOTION AND EVIDENTIARY HEARING

BEFORE THE HONORABLE MARTHA D. ANDERSON, CIRCUIT COURT JUDGE

Pontiac, Michigan - Friday, August 23, 2019

APPEARANCES:

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1 concern that the voracity of the lease renewal was found
2 and sent, you don't consider that a fact, right?
3 A I consider his comments --
4 Q Yes or no. You don't -- this is cross-examine. Yes or no,
5 you didn't consider that a fact?
6 A I'm sorry, can you repeat the question?
7 Q Sure. It's -- as I understand your position, you don't
8 consider it a fact that Mr. Depa approached you one to
9 three times and expressed concern that the lease renewal
10 had been found and sent to Simply Self Storage, correct?
11 A Correct.
12 Q And because you, Jeffrey Sieving, corporate counsel, didn't
13 think it was a fact, you don't think under the rules of
14 discovery -- the rules of civil procedure, that
15 International Outdoor had an obligation to supplement
16 discovery responses and list Pat Deepa -- Depa as a witness
17 and put yourself as a witness with relevant information in
18 this case. Isn't that true? You didn't think you had that
19 responsibility?
20 A I don't -- I don't agree that, under the circumstances, I
21 had that responsibility.
22 Q Sir, have you read Michigan Court Rule 2.302?
23 A I'm sure I have, yes.
24 Q Okay. Is it your understanding that the only information
25 that has to be produced are information that the party

1 thinks are facts, or whether or not the parties may obtain
2 discovery regarding any matter not privileged which is
3 relevant to the subject matter involved in the pending
4 action, whether it relates to the claims or defenses of the
5 parties seeking discovery, or to the claim or defense of
6 another party, including the existence, description,
7 nature, custody, condition, and location of books,
8 documents, or other tangible things, or electronically
9 stored information and the identity and location of persons
10 having knowledge of discover -- discoverable matter.
11 Is that -- is that your position?
12 A Our position is Pat did not come to me with anything that
13 -- more than conversation or belief. Wasn't something that
14 was -- would have been discoverable.
15 Q The fact that he comes to you more than once and says to
16 you --
17 A Well, hold on. More than once over the course of the
18 trial, the whole case. Not more than once before we
19 responded to this.
20 Q You've already testified that at least, as of the date of
21 the filing of Mr. Oram's affidavit, which was attached to a
22 motion for summary disposition, that Mr. Depa had expressed
23 to you his position that -- or his skepticism that the
24 lease renewal had been found and sent to Simply Self
25 Storage. You admit that that conversation at least

1 happened as of the filing of summary disposition motions,
2 correct?
3 A Yes.
4 Q Okay. And despite that knowledge, as corporate counsel for
5 the plaintiff in this case, you took it -- it's your
6 position that that doesn't constitute relevant information
7 that needed to be disclosed and that Mr. Depa's capacity to
8 have information that -- regarding the facts giving rise to
9 the claims and defenses in this action, you didn't think
10 you had that responsibility to supplement these discovery
11 responses. Is that your position, right?
12 A Correct.
13 Q Are you familiar with the portion of the court rule that
14 says, "It is not grounds for objection that information
15 sought will be inadmissible at trial if the information
16 sought appears reasonably calculated to the discovery of
17 admissible evidence"? And you don't think that allowing my
18 client the opportunity to question Pat Depa in 2017, prior
19 to trial and potentially finding out what his concerns were
20 about the voracity of that lease renewal letter, you don't
21 think that that was going to lead to the discovery of
22 admissible or relevant information?
23 A Pat was identified in the discovery responses and if you
24 wanted to depose him, you wouldn't have.
25 Q You didn't put Pat Depa as somebody with knowledge about

1 the central issue is whether that lease renewal was -- was
2 a forgery or not. Isn't that true?
3 A No.
4 Q You were worried that if you told Mr. Oram -- first of all,
5 you were worried because you know Mr. Oram's a hot-head,
6 right?
7 MR. BRUETSCH: Objection. Argumentative.
8 BY MR. NEUMANN:
9 Q You knew he had a flash temper. Isn't that true?
10 A No.
11 Q Okay. Well, you were worried he was going to do something
12 negative if you told him, right?
13 A I felt that it would create some tension between them,
14 yeah.
15 Q And you were worried -- you were worried that there -- if
16 there was tension between the owner of the company, the
17 star witness on this upcoming trial, and one of his
18 employees that that might undermine the underlying case.
19 Isn't that true?
20 A No.
21 Q You were worried that if you told the owner of the company
22 that one of his key employees was accusing him of
23 impropriety that perhaps you would have to dis -- you would
24 have -- then have an obligation under the court rules and
25 the rules of civil procedure and the rules that govern us

1 lawyers, the Rules of Professional Conduct -- then you
2 might have an obligation to tell the lawyers on the other
3 side about Pat Depa's knowledge. Isn't that true?
4 A No.
5 Q In dis -- in interrogatory number 4, International Outdoor
6 was asked, "Prior to answering this interrogatories, had
7 you -- have you made a due and diligent search of your
8 books, records, and papers with a view to eliciting all
9 information -- all information available in this action,
10 describe all sources of documents that you reviewed." Do
11 you recall that interrogatory?
12 A I do.
13 Q And the answer was yes?
14 A Yep.
15 Q And that was the company saying, "Yes, we made a due and
16 diligent search of books and records," right?
17 A Yep.
18 Q Okay. And then in inter --
19 THE COURT: Mr. -- excuse me --
20 MR. NEUMANN: I'm sorry.
21 THE COURT: -- Mr. Sieving --
22 THE WITNESS: I'm sorry.
23 THE COURT: -- you're very soft spoken. You
24 have to speak up, please. We are recording this. Thank
25 you.

1 Q Okay. You, Sir, on the other hand, you have a motive for
2 not telling the truth. Isn't that true?
3 A No.
4 Q You understand that, as a lawyer, the Rules of Professional
5 Conduct govern your behavior. Isn't that true?
6 A That is true.
7 Q And that, as a -- as a lawyer, you have an obligation under
8 3.3 to provide candor to the Court at all times. Isn't
9 that also true?
10 A That is true.
11 Q And that if you became aware of information
12 --(undecipherable)-- Court Rules -- thank you. And you
13 know that, "If a lawyer knows that the lawyer's client or
14 other person intends to engage, is engaging, or has engaged
15 in criminal or fraudulent conduct related to an
16 adjudicative proceeding involving the client, the lawyer
17 shall -- shall take reasonable remedial measures, including
18 if necessary, disclosure to the tribunal." You know that
19 that rule governs you and me and all the lawyers in this
20 courtroom. Isn't that true?
21 A That's true.
22 Q Okay. And if what Mr. Oram did was fabricate a document
23 and you knew about it, you had an obligation to report that
24 to the Court. Did you not?
25 A I did.