

## **Pat Depa's lies**

The legal battle between plaintiff International Outdoor Inc. and defendants SS MITX/Lamar Advertising is marked by a trail of lies and false statements made by one man, former International Outdoor contractor/employee Patrick Depa. His testimony in a sworn affidavit filled with false information and lies launched an evidentiary hearing.

International Outdoor had won a court case against the two companies after a jury decided SS MITX and Lamar had interfered with International's business relationship with SS MITX. The rental company had leased the rights to put a billboard on its property in Auburn Hills to International in December of 2009, but later leased the same rights to Lamar a few years later. International sued, arguing that it had sent a renewal letter to the rental company before the first five years of the lease were over.

Just one day before the statute of limitations for an appeal were to run out, SS MITX and Lamar appealed the verdict and presented Depa as a witness who saw International President Latif "Randy" Oram forge, sign and scan the renewal letter into his computer system.

The appeals court judge, Martha Anderson, had not heard the original case. She decided that while there were some glaring problems with Depa's affidavit (it contained allegations that were not just wrong, but impossible), it was truthful enough for her. The result of that hearing, again prominently featuring Depa's testimony, was the judge setting aside the jury's verdict in the first case and the launching of a retrial where the jury ruled against International.

The following is a recitation of Depa's lies from his sworn affidavit he signed under oath, his deposition, the evidentiary hearing and subsequent second trial in the case as well as instances where he is either contradicted by other witnesses, the record or himself. After reading this, you will be able to see that Depa's stories don't line up and should never have been treated as truthful testimony, much less as the basis for overturning a jury verdict.

## **Principals**

Patrick Depa – Former International Outdoor Real Estate Specialist

Alan White – Former International Outdoor Real Estate Specialist contractor

Jeff Sieving – Former in-house counsel for International Outdoor

Jim Faycurry – Former International Outdoor Real Estate Specialist

Steve Shaya – Former International Outdoor Real Estate Specialist

Latif Z. “Randy” Oram – President of International Outdoor

## **PATRICK DEPA’S AFFIDAVIT**

### **05.30.19 AFFIDAVIT OF PATRICK DEPA**

Depa’s affidavit basis for an evidentiary hearing and the cause of a retrial in the case between International and defendants SS MITX and Lamar Advertising. To say that the document is highly suspicious is an understatement. It contains several falsehoods including a lie about the creation of the lease renewal letter between International and SS MITX. The existence of that letter won the case for International in the first trial and the denial of that letter lost it for the company in the second. One would think that a document as important and consequential as Depa’s affidavit would be held up to great scrutiny, but even the details of its dodgy creation were not examined closely. Through the course of his testimony in a deposition, evidentiary hearing and the retrial, he repeatedly contradicts and disavows elements of the affidavit.

*(Depa’s affidavit is the central document in this controversy, because of its effect on proceedings in the case as well as for its sweeping, stunning inaccuracy. Through examination of employee records, computer records and Depa’s own testimony, several of the allegations and assertions made in the affidavit were determined to be either inaccurate or outright false. Despite the many, many shortcomings of this document, it was allowed to be entered into court records and a judge used it to set aside a jury verdict.)*

**Affidavit #1: “I am a former employee of International Outdoor, Inc. I make this affidavit on the basis of my personal knowledge of the facts stated in this affidavit. If called upon to testify, I can and will confirm each of the statements made below.”**

**[Question]:** Did you raise your right hand before you got on the stand and swear to tell the truth and nothing but?

*[Answer]:* Yes. *Re-Trial, p 120, ln 9-17*

**Question]:** "...you understood this was a sworn affidavit made under oath, right?

*[Answer]:* Yes. *Evidentiary Hearing, p 83-84, ln 14-11,*

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**[Question]:** "...Who wrote the affidavit? Who actually typed the words? Do you know?"

*[Answer]* "I think it was - - it wasn't me." *Deposition August 17, 2019, p 55, ln 13-15.*

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**[Question]:** "You didn't actually type the words of the affidavit. It was typed by - - and sent to you by (defendant's attorney) Mr. LeVasseur?"

*[Answer]:* "Yes." - *Evidentiary Hearing August 23, 2019, p 81, ln 10-12.*

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**TAB 1- (AFFIDAVITS MISSPELLED)** *(This short email exchange between Patrick Depa and attorney Christopher LeVasseur is significant because it illustrates the artificial and manufactured nature of Depa's affidavit. In the exchange, Depa talks about how the plans to read the "affidavits" (plural) after he comes home from work. Clearly, he did not create them himself.)*

**TAB 16 - (MAY 2019 EMAILS)** *(In these messages, Depa questions the details of a particular paragraph saying that he didn't have the email it referenced and that nobody at International Outdoor was paying attention to the Auburn Hills site. LeVasseur then offers to remove the item from the affidavit prior to Depa signing it in the presence of a notary. Again, it's obvious Depa did not write the affidavits he signed himself.)*

**[Question]:** "Can you describe for the jury how you and Mr. LeVasseur went about making that affidavit?"

*[Answer]:* "Well, first of all, I've never done an affidavit before, had no idea really what it was."

*[Answer]:* And again, this is my first time ever doing an affidavit so I didn't know  
– *Re-trial, August 17, 2021, p 111, ln 09-12, ln 18-19.*

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**[Question]:** “And so you knew that everything -- every word had to be honest and correct, right?”

*[Answer]:* “Never doing an affidavit before, I didn’t know that some of the general statements that I made would be taken out of and played around in some kind of conversation -- you know -- without me having the opportunity to explain them...” *Re-trial, August 17, 2021, p 127, ln 06-11.*

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“...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...” *Deposition August 17, 2019, p 56, ln 14-21.*

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**[Question]:** Okay. You had in the affidavit, you said, "From my personal knowledge, I can confirm all these facts including that it stayed in a drawer and was never brought out or spoken about again until January, February 2016." --

*[Answer]:* **Never doing an affidavit before**, never knowing about the specifics, I stated to the best of my knowledge. *Re-Trial - 8/17/12 - page 134, ln 11-16*

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**[Question]:** It wasn't important enough to you to get the fact right in the affidavit?

*[Answer]:* It was done rather quick. **It was the first affidavit I ever did.** I didn't mean to mislead anything, it's just -- I put Florida and, or Texas. But it was Florida. We all know that now. *Re-Trial - 8/17/12 - page 158, ln 1-6*

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**[Question]:** Well, right. In the affidavit actually you said you looked at more, right? Because you said it was every file, every server, and every computer in the place.

*[Answer]:* **First affidavit I ever did**, so there was some -- there was some -- I don't know if it was exaggeration but some stuff that maybe should have been more focused and pointed. *Re-Trial-8/17/12 - page 165, ln*

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**[Question]:** So you signed this affidavit under oath, right? Do you know -- do you know what that means?

*[Answer]:* I do know what that means, yes.

**[Question]:** Okay. So is that a yes --

*[Answer]:* Yes.

**[Question]:** -- you signed it under oath?

So you know you had to be absolutely truthful, right?

[Answer]: I was as truthful as -- as I can recall, yes.

**[Question]:** Okay. And you knew you were making some fairly serious accusations against Mr. Oram, right?

[Answer]: Yes. *Deposition August 17, 2019, p 53, ln 20-25, p 54 ln 1-6*

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**[Question]:** "...you understood this was a sworn affidavit made under oath, right?

[Answer]: Yes.

**[Question]:** And so when you signed the affidavit, you were saying that, under oath, that all the statements in it were true and accurate, right?"

[Answer]: To the best of my knowledge, yes.

**[Question]:** And you had an idea that this was going to be presented to the court, right?

[Answer]: Yes.

**[Question]:** And as you've said today, you know you were making serious accusations against Mr. Oram, right?

[Answer]: Yes.

**[Question]:** And particularly in light of the sworn nature of this document, of those serious accusations, you knew that this affidavit had to be accurate and that every word was important, right?

[Answer]: I was being as honest as I could.

**[Question]:** Okay. But you didn't think that the affidavit had to be precise, did you?"

[Answer]: No, that's not true.

**[Question]:** Isn't that what you told me in your deposition?

[Answer]: That I thought it didn't have to be precise." *Evidentiary Hearing, p 83-84, ln 14-11,*

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**[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...” *Evidentiary Hearing August 23, 2019, p 94, ln 7-19.*

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**TAB 2 - EMAILS FROM DEPA TO LeVASSEUR** *(In this chain of communication, Depa and LeVasseur discuss Depa’s affidavit and other issues relevant to the case. What’s interesting is that these communications refer to texts that were not shared as part of the discovery process and emails that refer to attachments not included in discovery materials.)*

**TAB 3 – FILES TAKEN** *(On his way out the door at the end of his employment with International Outdoor, Patrick Depa took a number of files off of his work computer. Aside from the wealth of racist and otherwise offensive photographs he scooped up, he also took several files with International Outdoor work product – a violation of the confidentiality agreement he signed on hiring. )*

**[Question]:** “When you were going through that process and talking to Mr. LeVasseur, did you have anything -- anything in front of you to help you refresh your memory on dates or documents you would look at to reference anything?”

[Answer]: “No, nothing.”

**[Question]:** “Did Mr. LeVasseur provide you with any information to help you write the affidavit?”

[Answer]: “No. I was going all off my memory.” *Re-trial, August 17, 2021, p 111-12, ln 20-02. (exhibit: files taken)*

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**[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. *Deposition August 17, 2019, p 59, ln 8-12.*

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**[Question]:** “Now -- but whatever you changed, you told me it was, quote, “just minor stuff,” right?”

[Answer]: “Yes, it was.”

**[Question]:** “Not the substance of the affidavit?”

[Answer]: “Correct.” - *Evidentiary Hearing August 23, 2019, p 82, ln 4-8.*

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[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." - *Deposition August 17, 2019, p 18-19, ln 14-9*

**TAB 2 EMAILS FROM DEPA TO LEVASSEUR** *(In this chain of communication, Depa and LeVasseur discuss Depa's affidavit and other issues relevant to the case. What's interesting is that these communications refer to texts that were not shared as part of the discovery process and emails that refer to attachments not included in discovery materials.)*

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[Question]: "And so you knew that everything -- every word had to be honest and correct, right?"

[Answer]: "Never doing an affidavit before, I didn't know that some of the general statements that I made would be taken out of and played around in some kind of conversation..." *Re-trial, August 17, 2021, p 127, ln 06-11.*

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and I made some corrections and then I sent it back.”

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*[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.” - *Deposition August 17, 2019, p 18-19, ln 14-9*

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**[Question]:** What did you look at today?

*[Answer]:* I looked at – I didn’t look at anything today, just the subpoena I got.”

**[Question]:** And all your communications were with Mr. LeVasseur?

*[Answer]:* Yes.

**[Question]:** Why did you choose to reach out to them and not somebody from Lamar?

*[Answer]:* I don’t know, just Simply Storage was at the top of the list, I guess.

**TAB 4 – “BRIGHTON RESIDENT” BILLING** *(According to Patrick Depa and the attorneys for SS MITX and Lamar Advertising started talking with Patrick Depa in May of 2019. But, billing entries from February of 2019 show that Stark Reagan attorneys were talking to a “Brighton resident” with information about fraudulent activities at International Outdoor. Since Depa’s parents live in Brighton, and he is the only International Outdoor employee to allege fraud at the advertiser, the law firms were not being honest about the extent of their contacts with Depa.)*

**[Question]:** Did you talk to any of Lamar’s attorneys before today?

*[Answer]:* No, never had any conversations with Lamar attorneys. – *Deposition, p 20, ln 1-25*

**TAB 5 - LeVASSEUR EMAILS DEPA** *(In this chain of communication, Depa and*



*LeVasseur discuss Depa's affidavit and other issues relevant to the case. What's interesting is that these communications refer to texts that were not shared as part of the discovery process and emails that refer to attachments not included in discovery materials.)*

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**[Question]:** So you talked to Mr. LeVasseur and gave him a summary of -- or told him what you believed happened and he typed that up and sent it back to you in an affidavit and you went through one draft and then you signed off on it, right?

*[Answer]:* Yes.

**[Question]:** And you knew this had to be precise, right?

*[Answer]:* It was precise.

**[Question]:** It was precise?

*[Answer]:* (Nods head.)

**[Question]:** You just told me you didn't look at every file, every server, and every computer. You told me that was an exaggeration?

**MR. LeVASSEUR (SS MITX/Lamar Attorney):** Well, objection. He also explained to you that he meant every one that was relevant.

**MR. BRUETSCH (International Attorney):** Don't -- no speaking objections, please. You can object if you want, right?

**THE WITNESS (Depa):** Can I object?

**MR. BRUETSCH (International Attorney):** I'm sorry, I'm talking to Mr. LeVasseur. Go ahead.

**THE WITNESS (Depa):** I don't know what you want -- what you want me to say. 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. *Deposition 2019.08.17 pg 52 ln. 13-25 and pg 53 ln. 1-18*

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**[Question]:** Did you raise your right hand before you got on the stand and swear to tell the truth and nothing but?

*[Answer]:* Yes.

**[Question]:** Okay, and at the evidentiary hearing, did you in fact testify that quote: "I saw him type it. I saw him print it off. I saw him sign and scan it." Was that your testimony, Mr. Depa?

*[Answer]:* Yes. *Re-Trial, p 120, ln 9-17*

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**[Question]:** "...I asked you [at Depa's deposition] how this [the theory International abandoned its lease with SSMITX] ended up in your affidavit. Did you bring this up with Mr. LeVasseur, or did he ask you about it?"

[Answer] “I can’t remember the exact origin of that.” *Evidentiary Hearing*, p 103, ln 16-22.

**TAB 6 - DEPA 1099 FORM AND OTHER TAX RELATED AND EMPLOYMENT**

**DOCUMENTS)** *(Throughout the various times Patrick Depa testified in various affidavits, evidentiary hearings and the re-trial, he went back and forth between describing himself as an employee and as an independent contractor. The 1099 tax forms he filled out prove, categorically, that he was an independent contractor.)*

**TAB 7- UIA LETTER**

*(Depa claimed to be both a full-time employee of International Outdoor and, at the same time, an independent contractor for the billboard advertising company. He was an independent contractor, as evidenced by his 1099 tax form and other supported documents which he used to supplement his income to take advantage of tax breaks that adhere to a 1099 status such as deductions that apply only for the benefit of 1099 contractors.)*

**[Question]:** “...Were you an employee or an independent contractor...”

*[Answer]:* “I was both.”

**[Question]:** “You were both?”

*[Answer]:* “Yeah, I was both.” - *Deposition August 17, 2019*, p 86, ln 13-18.

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**[Question]:** “You signed a letter and adopted the statements in the letter as your own that you were an independent contractor. Is that right?”

*[Answer]:* “I did. I did not write [the letter] though.” *Evidentiary Hearing August 23, 2019*, p 91, ln 4-7.

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**[Question]:** “...You received a 1099 each year you were with International Outdoor, right?”

*[Answer]:* “Yes.” - *Deposition August 17, 2019*. p 70, ln 21- 23.

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**[Question-The Court]:** “What is the purpose of whether he was an employee or an independent contractor? What’s the relevance of that?”

*[ATTORNEY BRUETSCH Answer]:* The relevance if that he wrote a letter after there

was an audit by the State of Michigan as to his status as an employee or an independent contractor, in which he lied and told the State of Michigan that he's an independent contractor. So he put in an affidavit today before you a statement that says, "I was a former employee," but when the State had asked him that same question in an audit, he told the state something different, He said, "I am an independent contractor." My intention here is to go through the affidavit, your honor, and point out – and there are many of them – all of the inaccuracies in the affidavit. And point out that Mr. Depa has not been truthful on many, many occasions." P 88, ln 1-25, *Evidentiary Hearing*

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**Affidavit #2. I was employed with International Outdoor from September 2010 until July 2018. My title was Real Estate Director and my job duties consisted of procuring leases for new billboard sites, upgrading static billboards to digital, acting as liaison to all maintenance contractors to maintain current billboard inventory, and presenting staff reports for all zoning board of appeals and planning commission meetings.**

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**[Question]:** "When did you start your tenure at International Outdoor?"

*[Answer]:* "I believe it was probably February of 2017."

**[Question]:** "Okay, and if there was any testimony that you had started at International Outdoor earlier, say in early 2016, that would be incorrect?"

*[Answer]:* "That's correct." *Evidentiary Hearing, p. 10, ln 12-19.*

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**[Question]:** "When did you leave working for International Outdoor?"

*[Answer]* "It was end of July - - like July 26, 27, 28th. Right around - - you know, the last week of July." *Evidentiary Hearing., p 60, ln 16-19.*

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**[Question]:** "And so if the timecard records say you were clocked in for the last time on August 3rd, that would be the best record of your last day of work?"

*[Answer]* "I would say so, yeah." *Evidentiary Hearing., p 70, ln 16-19.*

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**Affidavit #3: In the course of my employment, I became aware that International Outdoor was engaged in a dispute with SS MITX LLC (commonly referred to as**

**Simply Self Storage) and Lamar Advertising of Michigan, Inc. over the right to erect a billboard at Simply Self Storage's Auburn Hills, Michigan, location.**

**Affidavit #4: In connection with that dispute, I am aware that International Outdoor and my boss, Randy Oram claimed that a letter was sent to Simply Self Storage in December 2013 for the purpose of renewing a 2009 lease for the right to erect a billboard at the Auburn Hills location.**

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**[Question]:** So this morning you told us when the verdict came out you were disgusted by it, and you didn't do any work for International Outdoor on the Simply Self Storage project. That was your testimony this morning, right?

*[Answer]:* It was.

**[Question]:** Okay, but that's not what happened, right? You actually did work on the project for International Outdoor after the verdict. After the verdict, the company started making efforts to get a billboard on the property, right?

*[Answer]:* If they asked me to do something, I did it.

**[Question]:** Right. You set up -- you helped set up a meeting with Auburn Hills officials, right?

*[Answer]:* Yes.

**[Question]:** And you attended that meeting with Auburn Hills officials, right?

*[Answer]:* Yes. *Evidentiary Hearing, p 151, ln 10-25*

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**Affidavit #5: "I have personal knowledge that the lease renewal letter was not sent in December 2013. I know this because I observed Randy Oram Type the letter in question on the computer in his office, print it and sign it. This occurred in or about late July 2016. Mr. Oram backdated the letter to December 2013 so that he could falsely claim that the 2009 lease had been renewed on time."**

**[Question]:** "And what did you see Mr. Oram do with [the alleged renewal letter] after it was printed off?"

*[Answer]:* "Well, the - - the - - I - - well, I saw him sign it and then scan it. And that was it." (emphasis added) *Evidentiary Hearing August 23, 2019, p 48, ln 3-6.*

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“I didn’t go into detail about, you know, I saw him type it, I saw him print it off, I saw him sign it and scan it.” (emphasis added) *Evidentiary Hearing August 23, 2019, p 52, ln 9-11.*

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**[Question]:** “Did you ever see Mr. Oram sign the document?”

*[Answer]:* “I did. Half an hour or less from the time that I noticed it was laying there, he came out of his office, picked it up, laid it out, signed it, continued -- we were talking back and forth. Can’t remember what the conversation was about, but I mean it wasn’t untypical for him -- when he comes out to pick something up to strike up a conversation whether it be business or personal.” *Re-trial, August 17, 2021, p 99, ln 13-20.*

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**[Question]:** Did you see Mr. Oram scan in [the renewal letter] in July 2016?

*[Answer]:* “No, I did not.” *Re-trial, August 17, 2021, p 101, ln 23-24.*

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**[Question]:** Now, I’ll represent to you that this was actually under questioning I believe by Mr. McKenney, certainly by Lamar’s lawyers. And you said – and the question at line 3, Mr. Depa, was: “And what did you see Mr. Oram do with this letter after it was printed off?” And your answer, Mr. Depa, was: “Well, the – the – I – well – I saw him sign it and then scan it and that was it.” Did I read that correctly, sir?

*[Answer]:* Yes.

**[Question]:** Yes, I did?

*[Answer]:* Yes. *Re-Trial, p 118-119, ln 16-3*

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**[Question]:** Right. You just told the jury though that you personally did not see Mr. Oram scan – put up Exhibit 26 please, James. This is the document we’re talking about, right?

*[Answer]:* Yes. *Re-Trial, p 118, ln 4-7*

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**[Question]:** Mr. Depa, did you see Mr. Oram scan Exhibit 26 into the scanner at International Outdoor?

*[Answer]:* No, I didn’t. *Re-Trial, p 119, ln 17-19*

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**TAB 8 - OFFICE LAYOUT** *(This is the layout of the offices of International Outdoor representative of the time when Depa worked there. From the situation of his desk relative to the printer, it’s obvious that whatever statements he made about seeing what did or did not come off the printer should have been considered suspicious.)*

**[Question]:** "...Did you see him write more than one letter or just one?"

*[Answer]:* "I saw him write one letter, I saw him print it off, I saw it on the printer, and then I saw exactly what it said..."

**[Question]:** "You saw it at the printer, too?"

*[Answer]:* "Correct." *Deposition August 17, 2019, p 93, ln 14-20. (Exhibit 5, office layout)*

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**[Question]:** "How long did he leave it on the printer?"

*[Answer]:* "Oh, I don't know, probably over half an hour to an hour maybe". *Deposition August 17, 2019, p 98, ln 9-11. (Exhibit 5, office layout)*

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**[Question]:** "...did you see Mr. Oram scan [the renewal letter] into the scanner at International Outdoor?"

*[Answer]:* "No, I didn't". *Re-trial, August 17, 2021, p. 119, Ln 17-19. (Exhibit 5, office layout)*

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**[Question]:** And describe for the court how the printers worked at International Outdoor in July of 2016.

*[Answer]:* "Well, there's a – there two rows of cubicles and there's a printer, one of the rows of cubicles is kind of the outlet into where the – the lobby or the assistant is. But at the end of that row is the printer that pretty much the whole office uses, other than, I think, Mrs. Oram, who had her own private printer that the – my understanding is the rest of the office used that printer.

**[Question]:** And so you say – where you saw this print off was the office printer that was near your office, or cubicle?

*[Answer]:* My cubicle is right – right across from the printer." *Evidentiary hearing, p 47-48, ln 16-2*

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**[Question]:** "Did anyone from Lamar or its counsel tell you that you weren't in the office the day that Mr. Oram scanned the [renewal letter] into the system?"

*[Answer]:* "No."

**[Question]:** "Had you ever heard that before?"

*[Answer]:* "I did. It was at the evidentiary hearing - - I'm not sure."

*(He was not at the evidentiary hearing on the second one and would not have known that came out at the second hearing on 10.24.2019, so the only way he heard it was from the Lamar or the SSMITX lawyers, no other way.)*

**[Question]:** “You heard what, sir?”

*[Answer]:* “That I wasn’t in the office.” *Re-trial, August 17, 2021, p. 121, Ln 15-22.*

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**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.”**

**TAB 9 – COMPUTER PROTECTIVE ORDER**

*Of all the claims made by Depa in his testimony throughout affidavits, evidentiary hearings and the re-trial, this is the most damning one to us. Stating under oath that Oram’s current computer was the same one as the one used to supposedly create the forged renewal letter is what allows SS MITX and Lamar attorneys to gain access to the International Outdoor computer system as well as Randy Oram’s personal computer. The false claim was good enough for Judge Anderson to allow the opposition attorneys to download the system on a fishing expedition—which was eventually revealed to be fruitless but allowed them to shift the focus of the trial to other issues)*

**[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.”

**[Question]:** Did you notice him changing computers at all?

*[Answer]:* I never did, no. *Evidentiary hearing, p 45-46, ln 17-6.*

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**[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.” *Evidentiary Hearing., p 93, ln 6-15. (*

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**[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...”

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**[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.” *Deposition, p 105-106, ln 7-4.*

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**[Question]:** “...You said right up here in the second sentence of Paragraph 1, “I make this affidavit on the basis of my personal knowledge of the facts stated in the affidavit.” But at least in the example we gave of Paragraph 6, the facts you stated in the affidavit you did not have personal knowledge of, right?”

[Answer]: I do not have knowledge.”

\*\*\*

**[Question]:** “Did you look at the computer in Mr. Oram’s office?”

[Answer] “No, I did not...”

**[Question]:** “What about Mrs. Oram’s office?”

[Answer]: “No...”

**[Question]:** “So you didn’t power up any of the computers in the basement?”

[Answer]: “Didn’t power anything downstairs, no.”

**[Question]:** “Okay. So it’s not accurate to say that you looked at every computer in the office, right?”

[Answer]: “I wouldn’t say that that is accurate [meaning Paragraph 16 of the affidavit is inaccurate].” *Deposition, p 51, ln 22-24; p 52, ln 3-4; p 52, ln 20-25.*

\*\*\*

**[Question]:** “So when you said in your affidavit that “we looked at every file, every server, and every computer,” that’s inaccurate, right?”



[Answer]: “I guess it’s a little exaggeration, yes...”. *Deposition*, p 55, ln 2-5.

\*\*\*

**[Question]:** “Now in your affidavit in paragraph 16, you had said you had looked through every file, computer, server. Were there some files you didn’t necessarily look at that maybe were onsite at International Outdoor?”

[Answer]: “Yeah, I mean, I made the statement, “Everything that was - - would reasonably be a billboard file or was associated with my department in real estate where it would be. There was other files that were Mr. Oram’s personal files and I didn’t look in those files...I didn’t go any - - through any of his legal files. There was just those two main files, four drawers.” *Evidentiary Hearing*, p 37-38, ln 14-2.

**Affidavit #7 I know that Mr. Oram made use of this falsified letter as part of International Outdoor’s lawsuit against Simply Self Storage and Lamar. I was greatly troubled by Mr. Oram’s actions, so I met with the Company’s attorney, Jeff Sieving, to enlist his help in preventing Mr. Oram from committing a fraud by using the backdated letter.”**

*(Depa’s moral disgust at his employer’s supposedly dishonest business practices are two-day-old fish – obviously rotten. While he contends that Oram forged a renewal letter for the Auburn Hills SS MITX property and that dishonesty is too much to bear silently, he doesn’t mind if that kind of behavior helps him. Depa claims the illegality was more than he could take in silence, but he had no problem asking his employer to back his lies about his own work history in applications for the job he holds today.)*

**[Question]:** “So what caused you to reach out a year later to Mr. LeVasseur?”

[Answer]: “Actually, tried earlier, but - - with no response, but it was basically just weighing on my mind, what I saw, what was going on, and when I got a text from Jeff Sieving that the case was still, I guess, being appealed but they were going after legal fees, that’s when I decided to reach out.” *Depa Deposition August 17, 2019*, p 13, ln 9-16.

\*\*\*

**[Question]:** “Why reach out to Mr. LeVasseur in May of 2019 with the information?”

[Answer]: “I just was in disbelief, disgusted the fact that [Mr. Oram] would do something to this extent with this amount of money involved, with this amount of personal injury to the Simply

Self Storage lawyer, just from what I understand, through a text that Mr. Sieving sent me, that I just - - you know, just wanted - - wanted to get to the truth. Wanted the truth to be out there.”  
*Evidentiary Hearing August 23, 2019, p 67-68, ln 12-5.*

\*\*\*

**[Question]:** “Okay. And when did you get this text from Mr. Sieving that kind of sparked your efforts?”

*[Answer]:* “Before I reached out.”

**[Question]:** “Before the first letter?”

*[Answer]:* “No, earlier this year, maybe, April [2019].” *Deposition August 17, 2019, p 15, ln 17-21.*

\*\*\*

**[Question]:** Eventually – or how many anonymous letters did you write?

*[Answer]:* Two.

**[Question]:** And did you eventually send a letter that you identified yourself in?

*[Answer]:* No.

**[Question]:** Did you eventually contact Simply Self Storage in a manner to identify yourself as somebody with knowledge of facts of the case?

*[Answer]:* Yes, an e-mail.

**[Question]:** And when did you send that?

*[Answer]:* Early May 2019. *Evidentiary Hearing, p 62, ln 1-25*

**TAB 4 - “BRIGHTON RESIDENT” BILLING** *(According to Patrick Depa and the attorneys for SS MITX and Lamar Advertising started talking with Patrick Depa in May of 2019. But, billing entries from February of 2019 show that Stark Reagan attorneys were talking to a “Brighton resident” with information about fraudulent activities at International Outdoor. Since Depa’s parents live in Brighton, and he is the only International Outdoor employee to allege fraud at the advertiser, the law firms were not being honest about the extent of their contacts with Depa.)*

\*\*\*

**[Question]:** “When did you learn that your -- your affidavit concerning Mr. Faycurry’s start date and things get told to you when he began at Auburn -- at -- at International Outdoor, when did you learn that was inaccurate?”

*[Answer]:* “Believe it was at the deposition.”

**[Question]:** “You didn’t call Mr. Faycurry on June 17<sup>th</sup> -- I’m sorry, June 18<sup>th</sup> and ask him about it?”

*[Answer]:* “No, not that I recall.” *Evidentiary Hearing August 23, 2019, p 114-115, ln 24-8.*

\*\*\*

**[Question]:** Did they talk to you about any of the pleadings that have been filed in the case?

*[Answer]:* I think just since May 1st.

**[Question]:** Like -- like what?

*[Answer]:* I think to put the judgment aside -- put the judgment aside.

**[Question]:** I’m sorry, what?

*[Answer]:* Put the judgment aside motion.

**[Question]:** Okay, what did they say about that?

*[Answer]:* There was -- there was an email that said yeah, we -- there was one that said "We won in court and she's willing to hear what you have to say," something to that extent. It was a really short email.

**[Question]:** Did they talk to you at all about any of the holes or problems or counterattacks that International Outdoor had made in court on your affidavit?

MR. McKENNEY: I’ll object to the form of the question.

BY MR. BRUETSCH: **[Question]:** You can go ahead and answer.

*[Answer]:* They said that there was a discrepancy with my recollection of Jim Faycurry's time of employment.

**[Question]:** They mentioned that International Outdoor attorneys had pointed out that Mr. Faycurry hadn't -- wasn't an agent of International Outdoor at the time you indicated that he made some statements; is that --

*[Answer]:* And I -- and I -- when it was brought to my attention and I recalled more, I totally agreed, that was a misrecollection.

**[Question]:** Okay. So at least in that case your sworn affidavit is inaccurate; is that right?

*[Answer]:* For his time of employment, yeah, but knowing of him and what he was involved with in putting billboards up in Auburn Hills, no, there was -- he was working there, we saw his name on documents, I knew of him, I met him. We were -- you know, we had each other's, you know, phone numbers. I knew he worked for Adams.

\*\*\*

**Affidavit #8: “During our meeting, I revealed to Jeff Sieving that I had seen Randy Oram create the backdated letter. Mr. Sieving acknowledge this information but refused to take any action to prevent Mr. Oram from using the letter as evidence in the lawsuit.”**

**[Question to Attorney Jeff Sieving]:** But Mr. Depa told you that he believed the letter was fabricated, didn't he?

*[Answer]:* No.

**[Question to Attorney Jeff Sieving]:** Let me refer you to your deposition transcript, page 80, lime 2, I asked you just this past Monday, “he” referring to Mr. Depa, “expressed in your presence his concerns about whether the letter was fabricated – fabricated,” correct? And you answered, “sure,” didn't you?

*[Answer]:* I did.

**[Question to Attorney Jeff Sieving]:** And you testified truthfully at your deposition, correct?

*[Answer]:* I did.

**[Question to Attorney Jeff Sieving]:** So, in fact, Mr. Depa did express to you that he was concerned that the letter was fabricated? ... yes or no?

*[Answer]:* I don't believe that to be true. *Evidentiary hearing, p 256, ln 5-18*

\*\*\*

**Affidavit #9: “As the lawsuit between International Outdoor and Lamar/Simply Self Storage proceeded, I continued to make complaints to Jeff Sieving about the letter and Mr. Oram's actions, and repeatedly asked that he intervene to stop Mr. Oram. Mr. Sieving never expressed any doubts about what I had witnessed or suggested in any way that he did not believe me. He nonetheless refused to do anything about it.”**

**[Question to Attorney Jeff Sieving]:** But Mr. Depa told you that he believed the letter was fabricated, didn't he?

*[Answer]:* No.

**[Question to Attorney Jeff Sieving]:** Let me refer you to your deposition transcript, page 80, lime 2, I asked you just this past Monday, “he” referring to Mr. Depa, “expressed in your presence his concerns about whether the letter was fabricated – fabricated,” correct? And you answered, “sure,” didn't you?

*[Answer]:* I did.

**[Question to Attorney Jeff Sieving]:** And you testified truthfully at your deposition, correct?

*[Answer]:* I did.

**[Question to Attorney Jeff Sieving]:** So, in fact, Mr. Depa did express to you that he was concerned that the letter was fabricated? ... yes or no?

*[Answer]:* I don't believe that to be true. *Evidentiary hearing, p 256, ln 5-18*

\*\*\*

**Affidavit #10: "I am also aware that the Lamar and Simply Self Storage had taken a position in the lawsuit that International Outdoor had abandoned any claim to the Auburn Hills location. I know the position taken by Lamar/SSS was and is true. We at International took no further action after December 2009 to secure the right to erect a billboard on the property because of the difficulty and expense of doing so. Conversations occurred on at least two occasions but Mr. Oram always steered Alan White and myself to other sites that had better chances of success."**

***TAB 10 --- SS MITX LEASE (This is the original lease between International Outdoor and SS MITX for the lease of the property on Doris Rd. in Auburn Hills. A simple reading will show that there is no requirement for International Outdoor to actually build a billboard on the property, making failure to perform claims meaningless)***

***TAB 16 - MAY 2019 EMAILS (In these messages, Depa questions the details of a particular paragraph saying that he didn't have the email it referenced and that nobody at International Outdoor was paying attention to the Auburn Hills site. LeVasseur then offers to remove the item from the affidavit prior to Depa signing it in the presence of a notary. Again, it's obvious Depa did not write the affidavits he signed himself.)***

**[Question]:** Okay. And was there any reason for you not to renew that lease?

*[Answer]:* No, no reason whatsoever not to renew the lease. It was every interest -- in our best interest to renew the lease.

**[Question]:** Okay. Did you renew the lease?

*[Answer]:* Yes.

**[Question]:** How did you renew the lease?

*[Answer]:* By sending a letter of renewal.

**[Question]:** And who'd you send it to?

*[Answer]:* The offices for Simply Storage, Kurt O'Brien, the president that signed off on the original lease. *Trial 1, pg. 252, ln 3-14*

\*\*\*

**[Question]:** "Did Mr. Le[V]assure tell you when you're going over this paragraph -- (inaudible) -- on abandonment, that that issue had actually come up at the trial and the Court had made a ruling on it?"

*[Answer]* No, I -- I don't remember where it came from." *Evidentiary Hearing, p 107-108, ln 24-3.*

\*\*\*

**[Question]:** "Do you even know what [abandonment] means in the legal context?"

*[Answer]* "No."

**[Question]** "Did you know that the judge had dismissed that count, that theory in the case?"

*[Answer]* "No." *Deposition, p 114, ln 19-24.*

\*\*\*

**[Question]:** ...had actually come up at the trial and the court made a ruling on it?

*[Answer]:* No, I don't remember where it came from.

**[Question]:** Did Mr. LaVasseur tell you when you're going over this paragraph -- (inaudible) on abandonment, that that issue

*[Answer]:* No, I was just saying --

**[Question]:** -- you had all -- can I finish my question --

*[Answer]:* Sure

**[Question]:** -- please. That you had everything straight before you went and took the lease to Mr. Oram?

*[Answer]:* Yes

**[Question]:** And I asked you if you studied the lease, and you said, "no," right?

*[Answer]:* Yes.

**[Question]:** And you actually said, "Why? It's boring legal language." *Pg 104, ln 18-21, evidentiary hearing*

\*\*\*

**[Question]:** "During these [meetings with Mr. Oram], did Mr. Oram ever mention the fact that

he had a lease for the property at 1096 Doris Road, owned by Simply Self Storage?”

*[Answer]* “Yes, that was the only lease that we had, so it was the only one that was brought up.”  
*Evidentiary Hearing, p 31, ln 9-13.*

\*\*\*

**[Question]:** And so how did you know the lease was beyond the five-year term? What did you do?

*[Answer]:* Well, I mean, it’s pretty – pretty clear. IU mean, you can – you can realize it really quick. On the front page is the description of, you know, the lease periods and then, you know, how many renewals are after it. Is it – if it’s ten years – typically, it’s three. If it’s five years, sometimes it’s three, sometimes it’s six. But that was right on the front page. So you go – and go, “Okay, this is a five-year lease rather than a ten year.” You turn it back, look at the date when it was signed and – and then, just do the math. It was about five years.” *Evidentiary Hearing, p 33-34, ln 18-4*

\*\*\*

“[W]hen we spoke about the lease in the past before Auburn Hills - - before we realized we were going to pursue Auburn Hills, through normal permit process rather than through a lawsuit, I - - I never looked at the lease to see if it was five years or ten years.” *Evidentiary Hearing, p 35, ln 6-10.*

\*\*\*

“[Alan] was - - [Alan] was the - - [Alan] was kinda the controller of - - of [the lease] - - of that file or that lease, because it was his.... No, I mean it was [Alan’s] - - it was his lease. He would have probably been aware of [the lease renewal date].” *Evidentiary Hearing, p 34-35, ln 25-5.*

\*\*\*

**[Question]:** Okay. So then would it be correct to say that you never told him the Simply Self Storage lease had expired?

*[Answer ALAN WHITE]:* No, I would have never told him that (referring to Depa). I assumed it was renewed.

**[Question]:** Okay. You certainly didn’t know it was expired?

*[Answer ALAN WHITE]:* No.

**[Question]:** And why did you believe that it had been renewed?

*[Answer ALAN WHITE]:* I had notified Randy and I knew that that was probably at the time the

most important site in the inventory, very high value. *Re-trial, p 233-234 ln 23-7*

\*\*\*

“I said [at Depa’s deposition] [the SSMITX lease] was brought up in weekly meetings from time to time.” *Evidentiary Hearing, p 95, ln 18-20.*

\*\*\*

**[Question]:** “...I asked you [at Depa’s deposition] how this [the theory International abandoned its lease with SSMITX] ended up in your affidavit. Did you bring this up with Mr. LeVasseur, or did he ask you about it?”

*[Answer]* “I can’t remember the exact origin of that.”

**[Question]** I mean, it kinda seems off the subject of this renewal letter, right?

*[Answer]* Yeah, I’d have - - it was - - seemed like it was later.” *Evidentiary Hearing, p 103, ln 16-22.*

\*\*\*

**[Question]:** “...You didn’t start working on [the SSMITX location] until after the litigation was over, right?”

*[Answer]* “Which litigation?”

**[Question]** “The Simply Storage/Lamar/International Outdoor litigation that we’re here about today.”

*[Answer]* “No. I mean, Auburn Hills got brought up a lot, that location got brought up a lot in our weekly or biweekly meetings.” *Deposition, p 44, ln 7-15.*

\*\*\*

**[Question]:** “Mr. Depa said not only did you confirm that no renewal letter was sent, but you also, quote, “explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site.” Did that conversation happen?”

*[Answer ALAN WHITE]:* “Not at all.”

**[Question]:** “Did Randy Oram ever tell you that he had decided not to move forward with the Auburn Hills site?”

*[Answer ALAN WHITE]:* “No, I don’t ever recall him saying that about any site. And knowing the value of that site to his company, he would have never said that about Auburn Hills.” *Evidentiary Hearing, p 179, lines 14-24.*

\*\*\*



**Affidavit #11: “The Simply Self Storage Auburn Hills lease file stayed in a drawer and was never brought out or spoken about again until January or February 2016. Around this time, a new employee, James Faycurry, was hired. James had come to International Outdoor from Adams Outdoor, a competitor, and he advised us that changes in the law had made erecting a sign in Auburn Hills more feasible than it had been in the past.”**

**[Question]:** “So it [the SSMITX lease] was discussed, right?”

*[Answer]* “It was brought up, yes.” *Evidentiary Hearing, p 97, ln 23-24.*

\*\*\*

**[Question]:** “[...] Your call to Mr. Faycurry about what his correct employment dates at International Outdoor -- that was before your deposition in this case, right?”

*[Answer]:* “I don’t recall.” *Re-trial, August 17, 2021, p 140, ln 8-12.*

**(Exhibit, Faycurry voicemail)**

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**[Question]:** Okay, so in 12 in your affidavit, that’s not accurate either, right? You didn’t – Mr. Faycurry didn’t tell you this information. You – your testimony now is that you got it online in a documentary form and Mr. Faycurry’s name was on that document?

*[Answer]:* I had – I had spoke to him – we – I had reached out to him. I had his card. I reached out to him and found out some details,. But that was part of the confusion on did he work for us or not? That was my – that time frame, so.

**[Question]:** Right.

*[Answer]:* Yeah

**[Question]:** You set out a series of events in your affidavit, right? First Mr. Faycurry came and worked with us and he had come from Adams Outdoor, And they had done a billboard based on this PUD process. And he told us all about it. And that caused Mr. Oram to get excited about an opportunity in Auburn Hills, right?

*[Answer]:* Yes.

**[Question]:** That’s kinda the whole kick-off for why we looking for the lease, right?

*[Answer]:* Yes.

**[Question]:** But we know now that Mr., Faycurry didn’t start working for you, right? In – that time frame?”

*[Answer]:* Yes. *P 110-111, ln 1-1, Evidentiary Hearing*

\*\*\*

**TAB 3 – FILES TAKEN** *(On his way out the door at the end of his employment with International Outdoor, Patrick Depa took a number of files off of his work computer. Aside from the wealth of racist and otherwise offensive photographs he scooped up, he also took several files with International Outdoor work product – a violation of the confidentiality agreement he signed on hiring.)*

When Patrick Depa left employment at International, Depa copied a large number of files from the server to take home with him. Included in that group of documents were files that had nothing to do with his work for the company despite the fact that he had agreed to return all of them as a part of his confidentiality agreement.

One of the files was a digest of **TAB 11 - REED V TOWN OF GILBERT** : *(This legal precedent is significant because it opened the door for the Doris Rd. site in Auburn Hills to be more easily developed as a site for a billboard. The change in state law, saying that restrictions on signs by municipalities were content-based and not constitutional. That he took a copy of the document from his computer at work shows Depa knew the importance of the site to International Outdoor.)*

\*\*\*

**[Question]:** “Now you told me in your deposition that you kept work product from International Outdoor when you left the company, right? Your work product?”

*[Answer]:* “Some of my work product. Not all of it.” *Evidentiary Hearing August 23, 2019, p 120, ln 4-7.*

\*\*\*

**[Question]:** “...do you have any documents removed from, copied from, forwarded, or otherwise taken from International Outdoor, inc.?”

*[Answer]:* “Yeah, there’s certain documents that I have.”

**[Question]:** “What kind of documents?”

*[Answer]:* “Everything is pertaining to my work there. Not everything, but everything that I have pertained to certain cases, certain correspondence with MDOT, maps such that I created either at home or at work.” *Deposition August 17, 2019, p 8, ln 10-18.*

\*\*\*

**[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.” *Deposition August 17, 2019, p 11, ln 17-25.*

\*\*\*

[Question]: “Did [LeVasseur] actually send you the [Motion for Relief from Judgment and Response]?”

[Answer]: “No.”

[Question]: “Have you seen any of the other papers in the case since May?”

[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.”

*Deposition August 17, 2019, p 20, ln 4-11.*

\*\*\*

**TAB 4 – “BRIGHTON RESIDENT” BILLING ENTRIES** (*According to Patrick Depa and the attorneys for SS MITX and Lamar Advertising started talking with Patrick Depa in May of 2019. But, billing entries from February of 2019 show that Stark Reagan attorneys were talking to a “Brighton resident” with information about fraudulent activities at International Outdoor. Since Depa’s parents live in Brighton, and he is the only International Outdoor employee to allege fraud at the advertiser, the law firms were not being honest about the extent of their contacts with Depa.*)

“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) *Evidentiary Hearing August 23, 2019, p 61-62, ln 20-1.*

**(IMPORTANT NOTE: Two computer experts never found any letters on the server or the desktop computer or any letter from all the documents that Depa downloaded. (TAB 3 – FILES TAKEN), this contradicts previous testimony that he sent a letter to Simply storage**

**because it was at the top of the list. Also to include the billings from Altior and Stark Regan that they received the letter but didn't disclose it to the courts or to us.)**

\*\*\*

Billings from Lamar attorney firm Stark Reagan P.C. show that time was entered to “receive and review correspondence from Brighton resident regarding International Outdoor fraud allegation” on February 27, 2019, and a telephone conference with “former employee of International Outdoor; telephone conference with Lamar attorney regarding same” on May 15, 2019. Depa’s parents live in Brighton.

\*\*\*

**[Question]:** “And you [Depa] and I [Lamar Attorney] met last Saturday [August 17, 2019] when we took your deposition in Oregon, correct?”

*[Answer]:* “Yes.”

**[Question]:** “We’d never spoken before?”

*[Answer]:* “No.” *Evidentiary Hearing August 23, 2019, p 64, ln 19-23.*

\*\*\*

**[Question]:** When's the first time you had a communication with Mr. LeVasseur?

*[Answer]:* I think it was early May.

**[Question]:** What form did that communication take? Email? Text? Call?

*[Answer]:* I think the original outreach was an email, got a response, and then called.

**[Question]:** So you emailed him?

*[Answer]:* Yes.

**[Question]:** How did you know his email address?

*[Answer]:* It was on a legal judgment of -- between International Outdoor and Simply Self Storage and Lamar.

**[Question]:** How did you happen to have that?

*[Answer]:* I had it before I left.

**[Question]:** This was something that was on your computer as well?

*[Answer]:* No, no.

**[Question]:** No?

\*\*\*

**[Question]:** Okay, you said you tried to reach out earlier. When was that?

[Answer]: Back in September and February.

[Question]: September of 2018?

[Answer]: Yes.

[Question]: And February of 2019?

[Answer]: Yes.

[Question]: Were those also emails to Mr. LeVasseur?

[Answer]: Letters.

[Question]: Letters that you mailed?

[Answer]: Yes. *Depa Deposition, p 10-11, ln 16-1*

\*\*\*

[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?” *Evidentiary Hearing August 23, 2019, p 82, ln 9-16.*

\*\*\*

[Question]: “Since May 1<sup>st</sup> 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.” *Deposition August 17, 2019, p 10-11, ln 21-1.*

**TAB 4 - “BRIGHTON RESIDENT” BILLING ENTRIES** *(According to Patrick Depa and the attorneys for SS MITX and Lamar Advertising started talking with Patrick Depa in May of 2019. But, billing entries from February of 2019 show that Stark Reagan attorneys were talking to a “Brighton resident” with information about fraudulent activities at International Outdoor. Since Depa’s parents live in Brighton, and he is the only International Outdoor employee to allege fraud at the advertiser, the law firms were not being honest about the extent of their contacts with Depa.)*

\*\*\*

[Question]: “Did you talk to any of Lamar’s attorneys before [August 17, 2019]?”

[Answer]: “No, never had any conversation with Lamar attorneys.” *Deposition August 17, 2019, p 20, ln 19- 22.* **TAB 4 - “BRIGHTON RESIDENT” BILLING ENTRIES** (*According to Patrick Depa and the attorneys for SS MITX and Lamar Advertising started talking with Patrick Depa in May of 2019. But, billing entries from February of 2019 show that Stark Reagan attorneys were talking to a “Brighton resident” with information about fraudulent activities at International Outdoor. Since Depa’s parents live in Brighton, and he is the only International Outdoor employee to allege fraud at the advertiser, the law firms were not being honest about the extent of their contacts with Depa.*)

\*\*\*

*(Affidavit statements 11, 12 and 13 get to the heart of the issues raised by Depa’s claim that the renewal letter was a forgery. Depa states that nobody at International Outdoor paid any mind to the SS MITX lease from the time it was signed until the time then-new employee James Faycurry mentioned that the rules concerning billboards had changed. Because of the change and the possibility that International Outdoor was going to be able to develop the site it had a lease on for years, interest in the Auburn Hills property was reignited.)*

\*\*\*

**[Question]:** “And in the affidavit in paragraph 11, you had stated - - you thought in - - in January or February of 2016, that was when Mr. Faycurry started working for International Outdoor, and you had a discussion with him then. Is that correct?”

[Answer] “That’s what I put in the - - in the affidavit, but after getting some additional information, realized that basically I was a year off.” *Evidentiary Hearing, p 32, ln 11-17.*

\*\*\*

“Well, I don’t know the exact genesis of it - - we - - we brought it out into discussion, but we would have weekly meetings with Randy and we were aware that there was a lawsuit, [Reed] verse Town of Gilbert.” *Evidentiary Hearing, p 30, ln 2-5.*

**(One of the files Depa took on his way out the door at International was a brief of (Reed et. al v Town of Gilbert, 576 U.S. 155 (2015):**

**TAB 11 - REED V TOWN OF GILBERT**: *(This legal precedent is significant because it opened the door for the Doris Rd. site in Auburn Hills to be more easily developed as a site for a billboard. The change in state law, saying that restrictions on signs by municipalities were*

*content-based and not constitutional. That he took a copy of the document from his computer at work shows Depa knew the importance of the site to International Outdoor.)*

\*\*\*

**Affidavit #12: “Specifically, James told us that Auburn Hills had amended its zoning ordinance to allow billboards, but only as a planned unit development (PUD). As part of the PUD, Auburn Hills required that there be a public benefit to the [c]ity if they were going to allow a new digital sign in their city. James said that Adams Outdoor made a donation to the City of Auburn Hills of close to \$160,000 for a new park, plus a slot of advertising on the sign. As a result, Adams Outdoor was allowed to begin constructing a digital sign in the City of Auburn Hills in late 2015.”**

\*\*\*

**[Question]:** Okay, so 12 in your affidavit, that's not accurate either, right? You didn't -- Mr. Faycurry didn't tell you this information. You -- your testimony now is that you got it online in a documentary form and Mr. Faycurry's name was on that document?

*[Answer]:* I had -- I had spoke to him -- we -- I had reached out to him. I had his card. I reached out to him and found out some details. But that was part of the confusion on did he work for us or not? That was my -- that time frame, so.

**[Question]:** Right

*[Answer]:* Yeah. P 110. Ln 1-11, evidentiary hearing

\*\*\*

**[Question]:** Okay. But it sounded like, from your testimony today, that your information about the zoning ordinance to allow billboards as a Planned Unit Development didn't come from a conversation you had with Mr. Faycurry, right? But rather, you found some documentation about that where Mr. Faycurry's name was, right?

*[Answer]:* Yes. P 109. Ln 16-18, evidentiary hearing

*(Note that this was from the documents that he downloaded from International Outdoor)*

\*\*\*

**Affidavit #13: “[Faycurry’s information about amended Auburn Hills zoning ordinance] caused Randy Oram to again become interested in exploring the possibility of building a**

**billboard in Auburn Hills. I reviewed the file and learned that the Simply Self Storage lease had expired, and I advised Randy Oram of that fact. He then directed me to try to reach out to Simply Self Storage to get it renewed, but I did not have a good number.”**

\*\*\*

**[Question]:** Okay. Let's look at Paragraph 13. So you indicate that this information, meaning the information you learned from Faycurry, caused Mr. Oram to become interested in exploring the possibility of building a billboard in Auburn Hills, that you reviewed the file and learned that the Simply Self Storage lease had expired, and you advised Mr. Oram of that fact, right?

*[Answer]:* Yes.

**[Question]:** Okay.

*[Answer]:* But I -- I would back up to say I don't know if it was just Jim or if it was the Reed versus Town of Gilbert, or it was Randy that brought it up. We -- it was -- it certainly did not genesis from me -- from me saying there's a new -- there's a -- they're -- they're scrapping their old ordinance of 10,000 feet separation and now there's this new ordinance. It -- I honestly say it did. *P 115, ln 9-25, Evidentiary Hearing*

\*\*\*

**[Question]:** You had met him at a -- a Wayne County event for an RFP, a request for proposals, right?

*[Answer]:* Yeah. *P 107, ln 1-3, evidentiary hearing*

\*\*\*

**[Question]:** When you were at Adams, or any time before you came to International Outdoor, did you ever meet Mr. Depa?

*[JAMES FAYCURRY Answer]:* I met him one time at the Oakland County Road Commission maintenance facility on Franklin Road. *Re-Trial, Part 3, p 243, ln 3-7*

\*\*\*

**Question:** “[The conversation with Faycurry is] kinda the whole kick-off for why are we looking for the lease, right?”

*[Answer]:* “Yes.”

**[Question]:** “But we know that Mr. Faycurry didn’t start working for [International Outdoor], right? In - - in that time frame [January/February 2016]?”

*[Answer]:* “Yes, Mmhhh.” *Evidentiary Hearing, p 110-111, ln 21-1.*

\*\*\*

**[Question]:** “...Paragraph 11 of your affidavit you said, “The Simply Self Storage Auburn Hills



lease file stayed in a drawer and was never brought out or spoken about again until January or February 2016...”

*[Answer]* “It could have been brought out, but there would really be no reason to.” *Deposition, p 117, ln 6-9, 16- 17.*

\*\*\*

**[Question]:** “And so here we are again, where you said - - you made a very declarative statement that it stayed in the drawer and never was brought out or spoken [about] again, but you don’t know if that statement is true or not, correct?”

*[Answer]* “I don’t know if that’s correct.” *Deposition, p 118-119, ln 23-3.*

\*\*\*

**[Question]:** Now, did Mr. Depa ever make any statements in your presence concerning a lease renewal letter for the Simply Self Storage location in the city of Auburn Hills?

*[Answer]:* Yes.

**[Question]:** Okay, and what was your -- did you come to any kind of understanding as to whether or not Mr. Depa had any opinion or view on whether Mr. Oram had found a letter from Simply Self Storage, a lease renewal letter?

*[JAMES FAYCURRY Answer]:* It was just something I overheard.

**[Question]:** Okay, you --

*[Answer]:* I never discussed it with him face to face because I was not employed there at the time.

**[Question]:** Okay. You overheard Mr. Depa say it though?

*[Answer]:* Correct. *Evidentiary hearing, p 19, ln 7-23*

\*\*\*

*[Answer]:* I wasn’t going to read it?

**[Question]:** You said, “It’s boring legal language. I wasn’t going to read it,” right? You’ve done leases a hundred times, right?

*[Answer]:* Yes, I have.

**Question]:** Okay

*[Answer]:* Most of them were the same.

**Question]:** Right, and this one – this one was a little different, right, because it was only five years?

*[Answer]:* Yeah, it was – different.

**Question]:** And I think you said this morning you really just needed to skim the lease because right there

on the first page was all the information about the lease renewals, right?

*[Answer]: Yes. Pg 105, ln 1-14, evidentiary hearing*

\*\*\*

“I wasn’t always aware of what was going on with leases that were out of my purview”.

*Evidentiary Hearing, p. 27, ln. 17-19.*

\*\*\*

**[Question]:** “Okay, so if you sent 50 e-mails to International Out excuse me -- to Simply Self Storage about the Auburn Hills location, all 50 of those e-mails would have been processed through the International Outdoor server, to the best of your understanding. Isn’t that true?”

*[Answer]: “As far as I would know.”*

**[Question]:** “Your interaction with Randy Oram about the lease renewal, that was verbal, I presume?”

*[Answer]: “Yeah.”*

**[Question]:** “There were -- there were no e-mails, “Hey -- hey, Randy, heads up. You got 30 days before that Auburn Hills lease expires.” There -- we wouldn’t find any e-mails like that, would we, Sir?”

*[Answer]: “No.” Evidentiary Hearing, p 184-185 ln 22-10*

\*\*\*

**[Question]:** Paragraph 17, Mr. White, Mr. Depa says, “When I later spoke to Alan White about this -- and the ‘this’ is Mr. Oram never claiming to us at the time that he wrote a renewal letter, he stated only that he hoped Alan White had done so -- he confirmed” -- meaning you -- “that he had never sent the renewal letter.” Now that is true, right? Because you didn’t send a renewal letter.

*[Alan White Answer]: No, I didn’t send it, no.*

**[Question]:** Okay. But the next sentence, Mr. Depa says that “you explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site.” Did you say that to Mr. Depa?

*[Answer ALAN WHITE]: I did not.*

**[Question]:** And did Randy Oram, at least in your presence, ever indicate that he did not want to move forward with the Auburn Hills site?

*[Answer ALAN WHITE]: No.*

**[Question]:** You did talk to Mr. Depa or communicate with Mr. Depa at least one time while you were on medical leave, is that right?

*[Answer ALAN WHITE]:* Probably a couple times, yeah.

**[Question]:** Okay --

*[Answer ALAN WHITE]:* Mostly about my health.

**[Question]:** Okay. Do you recall anything substantive business-wise that you talked to Mr. Depa about?

*[Answer ALAN WHITE]:* No. *Re-Trial, p 234-235, ln 11-11*

\*\*\*

**[Question]:** “so since May 1st, 2019 [and August 17, 2019], the only employees or contractors of International Outdoor you remember texting are Jeff Sieving and Joe [Cimeno]?”

*[Answer PAT DEPA]:* “Yes.”

**[Question]:** “Okay. What about emails?”

*[Answer]:* “No emails.”

**[Question]:** “What about phone calls?”

*[Answer]:* “No phone calls.” *Deposition, p 9-10, ln 23-5.*

*(He never provided the text or emails so that we don't know what he did or did not do.)*

\*\*\*

**[Question]:** 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?

*[PATRICK DEPA Answer]:* I think so.

**[Question]:** You think so? I think so, too. How did you first come to meet Mr. Shaya?

*[Answer]:* 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.

**[Question]:** Okay. So Mr. Shaya did work for International Outdoor as well?

*[Answer]:* Yes.

**[Question]:** Do you know when he started?

*[Answer]:* No.

**[Question]:** Did you know him before he started?

*[Answer]:* No.

**[Question]:** Any idea how long you've known him for?

*[Answer]:* I think he got brought in when -- when Alan got sick.

**[Question]:** Okay. What was his job?

*[Answer]:* 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.

**[Question]:** So how do you know he was doing extra stuff for Randy?

*[Answer]:* Well, because he was -- he was busy. I mean, a lot of stuff that he was doing wasn't procuring leases like I do.

**[Question]:** Okay.

*[Answer]:* So whatever he was doing, it was something other than what I typically do.

**[Question]:** Okay. But you just don't know what those duties were?

*[Answer]:* I don't know what they were.

**[Question]:** Okay. Did you become friends with Mr. Shaya?

*[Answer]:* Yeah, I believe we were friends, sure.

**[Question]:** Is Mr. Shaya, as far as you know, a particularly religious person?

MR. McKENNEY: Objection, foundation.

*[Answer]:* He mentions it from time to time.

**[Question]:** BY MR. BRUETSCH: did the two of you have religious discussions?

*[Answer]:* I don't remember.

**[Question]:** Okay. Did you know him to be a violent person?

*[Answer]:* No.

**[Question]:** When he called you the first time, he -- he was talking about religion quite a bit in the first conversation, wasn't he?

*[Answer]:* I mean, it came up, but I don't know what you mean by "quite a bit." I mean he --

**[Question]:** He said he had this new pastor and he was going to this church, right?

*[Answer]:* 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.

**[Question]:** Okay. And you talked about an affidavit that he had been asked to write, correct?

*[Answer]:* Yes.

**[Question]:** And you were concerned, and you asked him about whether he was going to write an affidavit that said you were racist?

*[Answer]:* Right.

**[Question]:** And he didn't believe that what you said in of the affidavit was true, right? He expressed that?

*[Answer]:* No.

**[Question]:** No?

*[Answer]:* He didn't tell me that.

**[Question]:** Did he -- did you ever tell Mr. Shaya what you claimed to have observed Mr. Oram doing with the Simply Storage renewal letter?

*[Answer]:* No. He called me out of the blue.

**[Question]:** Mr. Shaya -- well, you tell me. What did Mr. Shaya say in the first phone call?

*[Answer]:* "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."

**[Question]:** When he said it was going to get dragged out and bloody, what did -- how did you understand the connotation of what said?

*[Answer]:* I was nervous, man. Come on.

**[Question]:** Did you take that as a physical threat?

*[Answer]:* Yes.

**[Question]:** 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 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?

*[Answer]:* 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.

**[Question]:** Okay. What else did he say?

*[Answer]:* "Just rescind your affidavit."

**[Question]:** Okay.

*[Answer]:* Over and over again, "Rescind your" --

**[Question]:** So you were afraid after that conversation?

*[Answer]:* 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?

**[Question]:** I don't want to know how anybody would take it; I want to know how you took it.

*[Answer]:* I took it as a threat.

**[Question]:** You thought somebody was going to come out and get you?

*[Answer]:* Maybe.

**[Question]:** I mean, you told Mr. LeVasseur, "I have to say I do get a little nervous when I go out the night."

*[Answer]:* I did.

**[Question]:** I mean, is that really how you felt?

*[Answer]:* Yes.

**[Question]:** Okay. Now, before you sent the email to Mr. LeVasseur, did you talk to him about threats?

*[Answer]:* Talk to who?

**[Question]:** Mr. LeVasseur?

*[Answer]:* No.

MR. BRUETSCH: That's 21. (EXHIBIT marked: Exhibit 21.)

BY MR. BRUETSCH: **[Question]:** All right, this is an email that you wrote to Mr. LeVasseur Sunday, July 21st, 5:33 p.m., right?

*[Answer]:* Yes.

**[Question]:** 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?

*[Answer]:* Yeah.

**[Question]:** What was that conversation?

*[Answer]:* 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."

**[Question]:** 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?

*[Answer]:* Yeah, I sent it I think pretty much right afterward, within a half hour.

**[Question]:** 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?

*[Answer]:* I wanted to get him on tape.

**[Question]:** Mm-hm. Did you tape the first call?

*[Answer]:* No.

**[Question]:** Okay. Did you tape the second call?

*[Answer]:* Yeah, but it was just -- it wasn't the same. He clarified then.

**[Question]:** What did he clarify?

*[Answer]:* 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.

**[Question]:** All right.

*[Answer]:* But that was after I wrote this.

**[Question]:** 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?

*[Answer]:* Yeah, after I wrote this.

**[Question]:** Okay. And did that set your mind at ease?

*[Answer]:* Oh, a little bit, not completely.

**[Question]:** 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?

*[Answer]:* Yes, he did.

**[Question]:** After the first call, did you do anything else besides sending this email to Mr. LeVasseur to report these alleged threats?

*[Answer]:* I don't know if they're alleged. At the time they seemed pretty real.

**[Question]:** Okay, that's not the answer to my question, though.

*[Answer]:* So what's your question again?

**[Question]:** Did you tell or report it to anybody else?

*[Answer]:* No.

**[Question]:** File a police report?

*[Answer]:* No.

**[Question]:** 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?

*[Answer]:* Mm-hm.

**[Question]:** Still have the tape?

*[Answer]:* I think so.

**[Question]:** Where is it?

*[Answer]:* It's on my phone.

**[Question]:** 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?

*[Answer]:* I don't think so, no. That was the last I talked to him.

**[Question]:** I didn't say you talked to him, but you called him, right? You just didn't reach him?

*[Answer]:* I didn't purposely call him.

**[Question]:** Well, if Mr. Shaya has a missed call from you on July 26th, 2019, can you explain that?

*[Answer]:* Yeah, it was an accidental call.

**[Question]:** Did Mr. Shaya call you back?

*[Answer]:* 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.

**[Question]:** Okay.

*[Answer]:* That happens all the time.

**[Question]:** 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?

*[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 him.

**[Question]:** My question was just whether you had reached back out to Mr. LeVasseur.

*[Answer]:* Nope. *Depa Deposition, p 138-147, ln 8-17*

***TAB 12 – INTIMIDATION TIMELINE (The attached Excel file is a breakdown of the***



*timeline of Patrick Depa's contacts with attorneys for SS MITX and Lamar Advertising. The back and forth exchange shows how Depa used different tactics to bait James Faycurry into talking about the case and let the attorneys introduce "witness intimidation" to hide the fact their search of International Outdoor computers systems yielded nothing.)*

\*\*\*

**Affidavit #14:** "This was Alan White's lease (a former International Outdoor employee), but he left the company due to a medical condition and was not easy to contact. When I finally made contact with Alan, he was aware that the lease had expired and he tried to provide me with a current contact number for Simply Self Storage but was unsuccessful. I even wrote letters to the legal departments at Simply Self Storage's corporate offices in Florida and/or Texas. I received no response."

**[Question]:** "Okay. Now Mr. Depa has testified today and he testified-said in an affidavit that he spoke to you at some point about the Simply Self Storage lease and that you were aware that it had expired. Did that conversation ever occur?"

*[Alan White - Answer]:* "No."

\*\*\*

**[Question]:** Oh. So am I correct, sir, that in October of 2016, while you were out on sick leave, you were helping out Mr. Oram by forwarding the e-mail chain that's below that's from back in 2009? Is that correct?

*[Alan White - Answer]:* That's correct.

**[Question]:** Okay. So I mean I understand you were not well and -- and you were doing very little, but on occasion you did do something relative to this location or maybe other things related to International Outdoor's business, correct?

*[Alan White - Answer]:* Well, obviously I forwarded the e-mail.

\*\*\*

**[Question]:** "And Mr. Depa said not only did you confirm that no renewal letter was sent, but you also, quote, "explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site." Did that conversation happen?"

*[Alan White - Answer]:* "Not at all."

**[Question]:** "Did Randy Oram ever tell you that he had decided not to move forward with the

Auburn Hills site?”

*[Alan White - Answer]:* “No, I don’t ever recall him saying that about any site. And knowing the value of that site to his company, he would have never said that about Auburn Hills. And we worked about a decade on it.”

**[Question]:** “Did Mr. Depa seek contact information for Simply Self Storage so that he could contact them and try to get a renewal letter from them?”

*[Alan White - Answer]:* “The only time I gave Pat -- I think when Pat first got to the company, he was working on another site involving Simply Storage, and I was -- I was trying -- I think I did send him a contact information for the person I had worked with on the original lease, and I think that person had vacated their position. But that was the only time I would have talked to him about Simply Storage and the contact.” *Evidentiary Hearing, pgs 179-180, ln 9-10.*

\*\*\*

**[Question]:** Your interaction with Randy Oram about the lease renewal, that was verbal, I presume?”

*[Answer]:* “Yeah.”

**[Question]:** “There were -- there were no e-mails, “Hey -- hey, Randy, heads up. You got 30 days before that Auburn Hills lease expires.” There -- we wouldn’t find any e-mails like that, would we, Sir?”

*[Answer]:* “No.” *Evidentiary Hearing, p 185 ln 3-10*

\*\*\*

**[Question]:** “And in your affidavit had test - - or had stated that you sent it to Texas or Florida. Upon further reflection, do you know where you might have sent it?”

*[Answer]:* “I sent it to Florida.”

**[Question]:** “And what makes you certain that you sent it to Florida?”

*[Answer]:* “I mean, I was in the deposition. It was - - “Where did you send it and - - and why did you send it - - do that” - - and - - and I know my - - my initial response was, “Because there’s the SS MITX in the abbreviation, “so that kind of like threw me like I - - where it was. But just further reflection, I - - I remember that it was a Florida address.” *Evidentiary Hearing, p 41, ln 15-25.*

\*\*\*

**[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.” *Deposition, p 59, ln 8-12.*

\*\*\*

[Question]: Okay, you said you tried to reach out earlier. When was that?

[Answer]: Back in September and February.

[Question]: September of 2018?

[Answer]: Yes.

[Question]: And February of 2019?

[Answer]: Yes.

[Question]: Were those also emails to Mr. LeVasseur?

[Answer]: Letters.

[Question]: Letters that you mailed?

[Answer]: Yes.

[Question]: And did you mail them to the address that was on the pleading material?

[Answer]: Yes.

[Question]: Do you have copies of those letters?

[Answer]: Yes.

[Question]: But there was no response to those letters?

[Answer]: No. They were sent anonymously, though. *Depa Deposition, p 10-11, ln 16-8*

\*\*\*

**Affidavit 15: “Randy Oram then instructed a few of us employees to use the Adams Outdoors information and packets to put together similar packages for other properties in Auburn Hills that I was attempting to get leases with. We turned our attention to this project and we essentially gave up on the Simply Storage Auburn Hills location for a second time.”**

\*\*\*

[Question]: “Did you look at the computer in Mr. Oram’s office?”

[Answer] “No, I did not...”

[Question]: “What about Mrs. Oram’s office?”

[Answer]: “No...”

**[Question]:** “So you didn’t power up any of the computers in the basement?”

*[Answer]:* “Didn’t power anything downstairs, no.”

**[Question]:** “Okay. So it’s not accurate to say that you looked at every computer in the office, right?”

*[Answer]:* “I wouldn’t say that that is accurate [meaning Paragraph 16 of the affidavit is inaccurate].” *Deposition, p 51, ln 22-24; p 52, ln 3-4; p 52, ln 20-25.*

\*\*\*

**[Question]:** “So when you said in your affidavit that “we looked at every file, every server, and every computer,” that’s inaccurate, right?”

*[Answer]:* “I guess it’s a little exaggeration, yes...”. *Deposition, p 55, ln 2-5.*

\*\*\*

**[Question]:** “Now in your affidavit in paragraph 16, you had said you had looked through every file, computer, server. Were there some files you didn’t necessarily look at that maybe were onsite at International Outdoor?”

*[Answer]:* “Yeah, I mean, I made the statement, “Everything that was - - would reasonably be a billboard file or was associated with my department in real estate where it would be. There was other files that were Mr. Oram’s personal files and I didn’t look in those files...I didn’t go any - - through any of his legal files. There was just those two main files, four drawers.” *Evidentiary Hearing, p 37-38, ln 14-2.*

\*\*\*

**[Question]:** “When – when did the – when did the search of all the files, all the servers, and all the computers take place?”

*[Answer]:* 2018 – or 2016, I’m sorry.”

**[Question]:** “Okay, what month?”

*[Answer]:* “Earlier in the year, January, February, March, right in that area.” *Deposition Pg. 63 ln 11-17*

\*\*\*

**[Question]:** “But in your affidavit, you said that the search was after the check of the Auburn Hills website and after you advised Randy Oram of the development. And you said that was in July.”

*[Answer]:* “When we - - when we found out that the lease had expired, we had looked

everywhere for that...”

**[Question]:** “Do you know when the search occurred? The - - the every file, every server, every computer search?”

*[Answer]:* “Yes. Like February/March.” *Evidentiary Hearing, p 126, ln 5- 15.*

\*\*\*

**[Question]:** “So you would advise him when -- when a date was coming and – “

*[Alan White Answer]:* “Right.”

**[Question]:** “--you would leave it to him to do the renewal?”

*[Alan White Answer]:* “Correct.”

**[Question]:** “With respect to the Simply Self Storage lease, did you become aware at some point in time that the initial term of that lease was going to expire?”

*[Alan White Answer]:* “Yes.”

**[Question]:** “What’d you do?”

*[Alan White Answer]:* “I let him know it was coming to expiration.” *Evidentiary Hearing p 178, ln 3-13*

\*\*\*

**[Question]:** You did talk to Mr. Depa or communicate with Mr. Depa at least one time while you were on medical leave, is that right?

*[Alan White Answer]:* Probably a couple times, yeah.

**[Question]:** Okay --

*[Alan White Answer]:* Mostly about my health.

**[Question]:** Okay. Do you recall anything substantive business-wise that you talked to Mr. Depa about?

*[Alan White Answer]:* No. *Re-trial, p 235, ln 3-11*

\*\*\*

**(Exhibit 1 – Depa affidavit)**

\*\*\*

**[Question]:** “So after the search happens, you’ve looked everywhere you could reasonably look, and you - - did you tell Mr. Oram you couldn’t find it?”

*[Answer]:* “Yes.” *Evidentiary Hearing, p 38, ln 20-23. (Exhibit 1 – Depa affidavit)*

\*\*\*

**[Question]:** “Did you look at all the paper files at International Outdoor?”

*[Answer]:* “No.”

**[Question]:** “Did you look at all the files on the server or not?”

*[Answer]:* “Not all of them...”

**[Question]:** “you didn’t look in Mr. Oram’s [computer]”

*[Answer]:* “No...I did not...”

**[Question]:** “You didn’t look on Mrs. Oram’s computer?”

*[Answer]:* “No.” *Evidentiary Hearing, p 127-128, ln 20- 19.*

\*\*\*

**[Question]:** “And you confirmed for me [at the deposition] that, “Yeah, it’s not accurate that I looked at every single computer,” right?”

*[Answer]:* “Correct.”

**[Question]:** “And so when you said in your affidavit that you looked at every file and every computer and every server, as you confirmed in your deposition, that was inaccurate, right?”

*[Answer]:* “Correct.”

**[Question]:** “You called it a little exaggeration, right?”

*[Answer]:* “I did.” *Evidentiary Hearing, p 130, ln 14-22.*

\*\*\*

**[Question]:** “Well, right. In the affidavit actually you said you looked at more, right? Because you said it was every file, every server, and every computer in the place.”

*[Answer]:* “First affidavit I ever did, so there was some -- there was some -- I don’t know if it was exaggeration but some stuff that maybe should have been more focused and pointed.” *Re-Trial – 8/17/12 – page 165, ln 12-17*

\*\*\*

**Affidavit #16:** “Shortly after this occurred, I was checking the Auburn Hills website for meeting agendas and discovered that Lamar was taking a case to the planning commission for a new billboard to be located on the Simply Self Storage location. I advised Randy Oram of this development, which caused him to become extremely upset. He insisted that Alan White must have sent a renewal letter before the lease had expired. We looked at every file, every server, and every computer, and found no such letter.

\*\*\*

**[Question]:** “Did you look at the computer in Mr. Oram’s office?”

*[Answer]* “No, I did not...”

**[Question]:** “What about Mrs. Oram’s office?”

*[Answer]:* “No...”

**[Question]:** “So you didn’t power up any of the computers in the basement?”

*[Answer]:* “Didn’t power anything downstairs, no.”

**[Question]:** “Okay. So it’s not accurate to say that you looked at every computer in the office, right?”

*[Answer]:* “I wouldn’t say that that is accurate [meaning Paragraph 16 of the affidavit is inaccurate].” *Deposition, p 51, ln 22-24; p 52, ln 3-4; p 52, ln 20-25.*

\*\*\*

**[Question]:** “When – when did the – when did the search of all the files, all the servers, and all the computers take place?”

*[Answer]:* 2018 – or 2016, I’m sorry.”

**[Question]:** “Okay, what month?”

*[Answer]:* “Earlier in the year, January, February, March, right in that area.” *Deposition Pg. 63 ln 11-17*

\*\*\*

**[Question]:** “So when you said in your affidavit that “we looked at every file, every server, and every computer,” that’s inaccurate, right?”

*[Answer]:* “I guess it’s a little exaggeration, yes...”. *Deposition, p 55, ln 2-5.*

\*\*\*

**[Question]:** “Now in your affidavit in paragraph 16, you had said you had looked through every file, computer, server. Were there some files you didn’t necessarily look at that maybe were onsite at International Outdoor?”

*[Answer]:* “Yeah, I mean, I made the statement, “Everything that was - - would reasonably be a billboard file or was associated with my department in real estate where it would be. There was other files that were Mr. Oram’s personal files and I didn’t look in those files...I didn’t go any - - through any of his legal files. There was just those two main files, four drawers.” *Evidentiary Hearing, p 37-38, ln 14-2.*

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**[Question]:** “When – when did the – when did the search of all the files, all the servers, and all the computers take place?”

*[Answer]:* 2018 – or 2016, I’m sorry.”

**[Question]:** “Okay, what month?”

*[Answer]:* “Earlier in the year, January, February, March, right in that area.” *Deposition Pg. 63 ln 11-17*

\*\*\*

**Affidavit #17:** “Mr. Oram never claimed to us at this time that he wrote a renewal letter; rather, he stated only that he hoped Alan White had done so. Mr. Oram made us double and triple check, and no renewal letter was found. When I later spoke to Alan White about this, he confirmed that he never sent a renewal letter. [Alan] explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site.”

\*\*\*

**Question]:** “Well, right. In the affidavit actually you said you looked at more, right? Because you said it was every file, every server, and every computer in the place.”

*[Answer]:* “First affidavit I ever did, so there was some -- there was some -- I don’t know if it was exaggeration but some stuff that maybe should have been more focused and pointed.” *Re-Trial – 8/17/12 – page 165, ln 12-17*

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**[Question]:** “And Mr. Depa said not only did you confirm that no renewal letter was sent, but you also, quote, “explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site.” Did that conversation happen?”

*[Answer Alan White]:* “Not at all.”

**[Question]:** “Did Randy Oram ever tell you that he had decided not to move forward with the Auburn Hills site?”

*[Answer Alan White]:* “No, I don’t ever recall him saying that about any site. And knowing the value of that site to his company, he would have never said that about Auburn Hills. And we worked about a decade on it.” *Evidentiary Hearing, p 179, ln 14-25*

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**Affidavit #18:** “It was after the above-mentioned search for a renewal letter proved to be



**unsuccessful that I witnessed Randy Oram create and backdate a renewal letter, as described above.”**

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**[Question]:** “And you never said anything to Mr. Oram at all about this [claim of witnessing the creation of the renewal letter], right?”

*[Answer]:* “No.” *Evidentiary Hearing., p 142, ln 19-21. Post-verdict #1, (Exhibit 1 – Depa affidavit)*

\*\*\*

**[Question]:** “Did you see Mr. Oram scan in [the renewal letter] in July 2016?”

*[Answer]:* “No, I did not.” *Re-Trial – 8/17/12 – page 101, ln 23-24*

### **More lies**

**[Question]:** Okay. And your boss says, "we got to get on this. You've told me it's expired. Go out to Simply Self Storage and get it renewed, right?"

*[Answer]:* yes

**[Question]:** Okay. And you said in your affidavit, "But I didn't have a good contact number," right?

*[Answer]:* Correct, yes.

**[Question]:** Okay. We've looked at exhibit A -- I don't know if you still have that in front of you. We looked at Exhibit A. right. This was an email dated February 29th of 2012. Talked about that with counsel this morning, right?

*[Answer]:* Yes

**[Question]:** And this was an email -- fact, it's an email chain, right, that you wrote in 2012 to a different Simply Self Storage location in the city of Troy, right?

*[Answer]:* Yes.

**[Question]:** That was one of the projects you worked on, a potential lease with Simply Self Storage in Troy.

*[Answer]:* Yes

**[Question]:** And when you wanted to get a lease for the property in Troy, what you did is you went and contacted the people at the location in Troy, right?

*[Answer]:* Either that or I sent a letter

**[Question]:** Well, we know you sent the email, right? It's in front of you. *P 119-120, ln 9-8, Evidentiary Hearing*

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**[Question]:** call Mr. White and he wasn't answering the phone, right?

*[Answer]:* We all did.

**[Question]:** Okay, and Mr. Faycurry, as we knew, had not yet rejoined or not yet joined International Outdoor, right?

*[Answer]:* Correct.

**[Question]:** So in terms of the real estate department at International -- International Outdoor, you were in, right?

*[Answer]:* At that time, yes. *Evidentiary Hearing, P 199, ln 1-8*

\*\*\*

**[Question]:** Earlier, you had mentioned a gentleman named Steve Shaya (ph), correct?

*[Answer]:* Yes.

**[Question]:** And he worked at International Outdoor?

*[Answer]:* Yes.

**[Question]:** Did you also understand that he was a personal friend of Mr. Oram's?

*[Answer]:* Yes.

**[Question]:** Did Mr. Shaya attempt to contact you in July of 2019 after you had signed your affidavit?

*[Answer]:* Yes.

**[Question]:** What was the general subject matter of the call?

*[Answer]:* Well, first it was, "Why are you doing it? Please don't it." You know, "There's no need to. Randy's a good guy." All this stuff. And then – and then it just – it kind of started turning threatening, that if I did there would be consequences to me and my family, so –

**[Question]:** Did that give you pause about testifying in this matter?

*[Answer]:* Yeah, it did.

**[Question]:** How many calls did you receive from Mr. Shaya?

*[Answer]:* A couple, I believe.

**[Question]:** So you've received threatening calls. You've come here all the way from Oregon, taken time off work to do so. Have you?" *Re-Trial, p 112, ln 3-25*

\*\*\*

**[Question]:** And I believe you also told them that you had observed International Outdoor staff

on multiple or regular occasions at Mr. Oram's direction falsify engineering drawings with stamps on them, right?

*[Answer]:* Yes.

**[Question]:** And he falsified or changed designations of building codes, right?

*[Answer]:* Correct. *Re-Trial, p 115, ln 4-11*

\*\*\*

**[Question]:** And actually you also told us previously that they did it at the behest of yourself, right?

*[Answer]:* If – if I was told by Mr. Oram that this needed to get in then yes, and they would listen to me if I directed them to do so. *Re-Trial p 116, ln 15-19*

\*\*\*

**[Question]:** Okay, and in your time at International Outdoor did anyone ever ask you to forge or fabricate a document?

*[Faycurry Answer]:* Never.

**[Question]:** And did you ever see anyone manipulate engineering plans that International Outdoor had?

*[Faycurry Answer]:* No.

**[Question]:** Did you ever see anyone move stamps from one document to another engineering stamps?

*[Faycurry Answer]:* You mean engineer seals?

**[Question]:** Yes.

*[Faycurry Answer]:* No, I --(inaudible).

**[Question]:** Okay. And you worked with those kinds of documents in your job, didn't you?

*[Faycurry Answer]:* Every day.

**[Question]:** Okay. In fact, what do the municipalities require in terms of those engineering seals?

*[Faycurry Answer]:* They generally require several original stamp seals by -- (undecipherable).

**[Question]:** Okay, are those the type of seals that are actually embossed on a document?

*[Faycurry Answer]:* That's correct.

**[Question]:** And I know you testified you didn't see anything like that going on, did you ever even hear about anything like that going on?

*[Faycurry Answer]:* Never. *Evidentiary Hearing, p 9-10, ln 11-12*

\*\*\*

**[Question]:** Are you doing this – do you take some sort of pleasure in coming out here and

foiling Mr. Oram's plans?

[Answer]: No. He was – he was a – he was a good boss.

**[Question]:** So then why do this? Why come out here? Why write the letters? Why step forward to put yourself in the crosshairs?

[Answer]: It was just stepping over the line. I mean it was just – it was too much I think in my mind to handle. The little stuff that he would do never really amounted to much but this really seemed to like step over the line and when you think about just fabri – this country and the justice system and really is- really what holds it together. And I don't know. Really put it over the top for me and I – I mean – to be honest with you, I couldn't – I couldn't even believe he would go that far to do that. So it – yeah. *Re-Trial, p 113, ln 4-25*

\*\*\*

**[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.

**[Question]:** Okay. Sir, did you tell Mr. Faycurry that you do not like Arabs?

[Answer]: No. *Re-trial, p 191, ln 11-18*

***TAB 15 – DEPA RACISM (Over the course of his time at International Outdoor, Patrick Depa collected and disseminated a great deal of racist, sexist and otherwise off-color memes and jokes in his work computer. His choice of content for entertainment is worth examining as an indicator of his personal morals)***

\*\*\*

**[Question]:** So you're saying it wasn't your responsibility as a person who went out and dealt with all these leases to let Mr. Oram know when a lease was on the verge of expiring and needed to be renewed?

[Answer]: Absolutely. If it was my lease, I was – I was absolutely aware of when they expire. *p. 101, ln 6-11, Evidentiary Hearing*

\*\*\*

**[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. *P 191, ln 11-15 Re-trial*

\*\*\*

**[Question]:** When he said it was going to get dragged out and bloody, what did -- how did you understand the connotation of what said?

*[Answer]:* I was nervous, man. Come on.

**[Question]:** Did you take that as a physical threat?

*[Answer]:* Yes.

**[Question]:** 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 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?

*[Answer]:* 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.

**[Question]:** Okay. What else did he say?

*[Answer]:* "Just rescind your affidavit."

**[Question]:** Okay.

*[Answer]:* Over and over again, "Rescind your" --

**[Question]:** So you were afraid after that conversation?

*[Answer]:* 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?

**[Question]:** I don't want to know how anybody would take it; I want to know how you took it.

*[Answer]:* I took it as a threat.

**[Question]:** You thought somebody was going to come out and get you?

*[Answer]:* Maybe.

**[Question]:** I mean, you told Mr. LeVasseur, "I have to say I do get a little nervous when I go out the night."

*[Answer]:* I did.

**[Question]:** I mean, is that really how you felt?

*[Answer]:* Yes.

(The allegations of witness intimidation were used by the SS MITX/Lamar attorneys to distract the court from the findings of the computer experts who said there was nothing in the IO computer architecture to show the renewal letter was forged and scanned on the same day. As he would testify in the Re-trial, he wasn't that intimidated.)

**[Question]:** Did you feel threatened after your discussion with Mr. Shea?

[Answer]: Yes.

[Question]: Did it give you pause to come here and testify today?

[Answer]: No. *Re-Trial, p 66-67 ln 23-2*

**TAB 12 – INTIMIDATION TIMELINE** *(The attached Excel file is a breakdown of the timeline of Patrick Depa's contacts with attorneys for SS MITX and Lamar Advertising. The back and forth exchange shows how Depa used different tactics to bait James Faycurry into talking about the case and let the attorneys introduce "witness intimidation" to hide the fact their search of International Outdoor computers systems yielded nothing.)*

\*\*\*

[Question]: I mean, you weren't shy about talking to Mr. Oram when he did things that you didn't approve of, right?

[Answer]: Some things.

[Question]: For example, when International Outdoor accepted an advertisement for a Louis Farrakhan Rally, you went to his office and expressed in no uncertain terms your displeasure with that, right?

[Answer]: I kind of recall that, yeah.

[Question]: Kind of? It was a pretty loud exchange, right?

[Answer]: I don't know if it was loud. But it was --

[Question]: Heated, right?

[Answer]: I don't know if -- even know if it was heated.

[Question]: What did you tell him?

[Answer]: I can't remember.

[Question]: What causes what causes you to have that specific recollection of July of 2016?

[Answer]: It's -- it was pretty over the top of what he was doing, and it stuck in my -- my brain and my -- and other things like was I heated during a Farrakhan advertisement? I mean, I -- like I said, I kind of remember not wanting it or being upset, but I don't remember it being like super heated. I think I gave him my opinion. Whether he acts on it is all with what he --

[Question]: But when you have a disagreement -- when you had disagreements with people in the office, you weren't one to back down, right? You expressed your opinion?

[Answer]: If it was strong enough to fight for it, sure, I was -- I was going to stand by my opinion.

[Question]: Right. I mean, everything from "You guys don't make coffee the way I like it," to, you know, "Jeff Sieving, you shouldn't pray to Mary," right?

[Answer]: I don't -- I don't even understand that question. Did I have an opinion about whether burnt coffee is or if -- or if what? Jeff prays to who?

[Question]: When -- is there a gentleman at the office named Ken Eads? Did you work with a gentleman named Ken Eads?

[Answer]: Ken Eads at some point, yeah.

**[Question]:** And at one point you were complaining about the coffee and Mr. Eads told you "Why don't you make it yourself," right?

*[Answer]:* I don't remember that.

**[Question]:** You don't remember coming back and dumping a drink on Mr. Eads?

*[Answer]:* No. I -- I do remember, actually, accidentally flipping some water on him, but the -- but I don't -- it wasn't about coffee. It wouldn't be that. In fact, I -- I -- it wasn't that at all, no. It wasn't about coffee. *Evidentiary Hearing 2019.08.17 pg 97 ln 23-25, pg. 98, pg. 99 ln 1-9*

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**[Question]:** I mean, you weren't shy about talking to Mr. Oram when he did things that you didn't approve of, right?

*[Answer]:* Some things.

**[Question]:** For example, when International Outdoor accepted an advertisement for a Louis Farrakhan Rally, you went to his office and expressed in no uncertain terms your displeasure with that, right?

*[Answer]:* I kind of recall that, yeah.

**[Question]:** Kind of? It was a pretty loud exchange, right?

*[Answer]:* I don't know if it was loud. But it was --

**[Question]:** Heated, right?

*[Answer]:* I don't know if -- even know if it was heated.

**[Question]:** What did you tell him?

*[Answer]:* I can't remember.

**[Question]:** But you remember he signed this letter in July of 2016?

*[Answer]:* Yeah, I saw that.

**[Question]:** How do you remember that was July of 2016, not October or not the year before?

*[Answer]:* Because I remember when it happened. I remember it was 2016. I can't tell you how I come to that -- to my memory, but it was --

**[Question]:** Well, there's a lot of things you haven't been able to remember very well in this deposition... *Depa Deposition, p 96-97, ln 10-11*

**TAB 15 – DEPA RACISM** (*Over the course of his time at International Outdoor, Patrick Depa collected and disseminated a great deal of racist, sexist and otherwise off-color memes and jokes in his work computer. His choice of content for entertainment is worth examining as an indicator of his personal morals*)

\*\*\*

**[Question]:** In your time working for International Outdoor, do you ever recall there being any significant computer virus?

*[Answer]:* No.

**[Question]:** Do you ever recall there being any time when you couldn't access information from before a certain date?

*[Answer]:* No.

**[Question]:** Do you ever recall there being a time when you had an interruption in work because of inability to access the computer?

*[Answer]:* No. *Evidentiary Hearing, p 27-28, Ln 20-4*

**TAB 14 - VIRUSES 2012-2017** *(This exchange of emails establishes the history of virus and other computer problems at International Outdoor as well as confirming that Patrick Depa knew the company had a running history of issues with electronics)*

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**[Question]:** It's -- it's International Outdoor's position that the virus that Mr. Oram testified to in the Case in Chief did not destroy everything, but was selective in what went missing, right?

*[SIEVING Answer]:* No.

**[Question]:** That's not -- that's not what happened?

*[SIEVING Answer]:* No.

**[Question]:** Some documents were destroyed, but other documents were not destroyed, right?

*[SIEVING Answer]:* I don't know how -- how it worked necessarily. Some documents were recovered. Other ones were not.

**[Question]:** You could find -- you could find e-mails to question Mr. Depa at his deposition at -- at back in 2012, but we could never find the meta-data for when the 2013 lease renewal was actually created, right?

*[SIEVING Answer]:* We didn't -- there was no search for the meta-data during that case.

*Evidentiary Hearing, p 228-229, ln 20-11*

\*\*\*

**[Question]:** And -- and there was a prior ransom ware issue, 2014, as well, right?

*[SIEVING Answer]:* No, ransom ware was 2016.

**[Question]:** Oh, I'm sorry. When was the virus?

*[SIEVING Answer]:* 2014.



**[Question]:** Sorry, I had them reversed. So the random -- or first -- so the virus was in 2014 and then there was a subsequent ransom ware issue in 2016. What do you know about that?

*[SIEVING Answer]:* I just know that one of the sales associates opened up an e-mail and it froze the system to where you couldn't open any document at all. And I believe we talked to Harry about that. *Evidentiary Hearing, p 253-254, ln 15-1*