

## Affidavit #1

1. **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.”

a. Pat was not an employee; he was a contractor.

- i. Evidence: Depa Deposition & Evidentiary Hearing Testimony
  1. **Question:** “...You received a 1099 each year you were with International Outdoor, right? [Answer] Yes. *Dep., p 70, ln 21- 23.*
  2. **Question:** “...Were you an employee or an independent contractor...[Answer] I was both. [Question] You were both? [Answer] Yeah, I was both. *Dep., p 86, ln 13-18.*
  3. **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.” *Evd. Hrg., p 91, ln 4-7.*
- ii. Evidence: Contractor Agreement and 1099s, Letter to UIA, and other documents.

b. The basis of the affidavit was created by Defendant attorney LeVasseur (based on Defendants’ theory from Trial #1), not the personal knowledge of Pat Depa, and loaded with extraordinary statements to shock the court into granting access to IO’s computer system on a fishing expedition to try and find misconduct during the 1<sup>st</sup> trial. Nothing was ever found after a forensic audit.

- i. Evidence: Emails between Depa and LeVasseur May 2019
- ii. Evidence: Depa Deposition & Evidentiary Hearing
  1. **Question:** “You didn’t actually type the words of the affidavit. It was typed by - - and sent to you by Mr. Le[V]asseur? [Answer] Yes.” *Evd. Hrg., p 81, ln 10-12.*
  2. Depa only changed “minor stuff” from Attorney LeVasseur’s draft affidavit. Nothing of substance was changed. *Evd. Hrg., p 82, ln 4-8.*
  3. **Question:** “But...the facts you stated in the affidavit [Paragraph 6, specifically] you did not have personal knowledge of, right? [Answer] I do not have personal

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knowledge...[Question] You can't confirm all the statements in your affidavit, right? [Answer] Well you just brought up another - - six is inaccurate. [Question] Right, and that's not the only one, right? [Answer] Not sure. There's the Jim Faycurry one that I missed - - remembered, but gave the reason for that." *Evd. Hrg., p 94, ln 7-19.*

(Contrary to the above testimony, and based on emails between LeVasseur and Depa, Depa reviewed documents related to the case at or around the time of the creation of the affidavit)

1. Talking about Depa's first conversation with LeVasseur and what Depa said to LeVasseur to prepare the affidavit: **Question:** "...tell me what was said on that phone call. [Answer] I just told him that I was aware of the - - case , and I know it hinged on the renewal letter, and I told him the renewal letter was fabricated. [Question] Give me as close to your exact words as possible - - ... [Answer] I believe that was - - that was as close as I can remember it... [Question] Did you tell [LeVasseur] when [Oram] created [the renewal letter]? [Answer] I don't know why - - I can't remember exactly that phone - - that whole conversation." *Dep., p 16-17, ln 21-14.* Depa's lack of memory after less than 2 ½ months since the conversation that led to the basis of the affidavit is questionable considering an 18-paragraph affidavit that LeVasseur drafted was the result of the conversation.

1. Depa indicated that there was only 1 draft of the affidavit, and it was 90% complete but for some minor editing (not for content). **Answer:** "...I just know we started talking about putting – putting it down in an affidavit, and I was saying yes, and he said he was going to send me a rough draft and to look it over, and I did and I made some corrections and then I sent it back. **Question:** How many drafts were there? **Answer:** I believe there was just the one. **Question:** Okay. And what kind of corrections did you make? **Answer:** I couldn't remember exactly what they were. **Question:** Were they extensive? **Answer:** No, no. **Question:** Were you just editing or did you make any – **Answer:** Yeah, I think it was just editing. **Question:** What about content corrections? **Answer:** I can't remember exactly what it was, but it was minor stuff. **Question:** Okay.

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**Answer:** I think for the most part it was 90 percent there. *Dep., p 18-19, ln 14-9.* According to emails provided by LeVasseur, there may be upwards of 10 drafts that were exchanged with Depa.

2. **Question:** "...Who wrote the affidavit? Who actually typed the words? Do you know? [**Answer**] I think it was - - it wasn't me. *Dep., p 55, ln 13-15.*
3. Depa responding to a question about the accuracy of the affidavit, Depa states, "...So, yeah, I - - I didn't think it needed to be precise. Yeah, I tried to get it as accurate as I could with - - as far as me saying exaggeration, it wasn't an exaggeration, it was just - - just kind of a - - kind of a coverall, what - - what in my mind I know that I looked at, when I say "everything," pertinent to what I have access to or had access to." *Dep., p 56, ln 14-21.*
4. Because Depa could not recall in his affidavit where he allegedly sent SSMITX correspondence in the Spring of 2016 (Florida/Texas), by the time he was questioned (after speaking with Defendants' attorneys) at the Deposition, Depa miraculously recalled the correct destination.  
**Question:** "Why do you believe that today and apparently you didn't have that firm of a conviction when you signed the affidavit? [**Answer**] I couldn't tell you. I just thought about it, and Florida is where it went." *Dep., p 59, ln 8-12.*  
See also 11(c)(ii)(1) below.

iii. Evidence: Depa testimony at Re-Trial

1. **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 – 8/17/12 – page 111-12, ln 20-02*

iv. Evidence: Depa Testimony at Re-Trial

1. **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

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no idea really what it was. But we -- I basically just kind of outlined the story and the timeline and everything that kind of I felt was pertinent to what was going on during that time. And he was taking notes and writing it down and kind of organizing it and then we went through a revision or two to make sure that it was as accurate as -- as possible. And again, this is my first time ever doing an affidavit, so I didn't know – *Re-Trial – 8/17/12 – page 111, ln 09-19*

v. Evidence: Depa testimony at Re-Trial

1. 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 – 8/17/12 – page 127, ln 06-11.*

(Contrary to the above testimony, Depa executed other affidavits and was familiar with the process and use. Additionally, based on emails, LeVasseur sent the affidavit over first with 10 paragraphs. With respect to other affidavits, Case No. 10-007808-CZ, Vaughn v. City of Taylor, et al.- Depa was accused of misconduct in office by Vaughn and Depa submitted an affidavit as part of a motion for summary disposition in 2011. Depa also provided and affidavit in International Outdoor v. City of Troy, Case No. 2:17-cv-10335-GCS-MKM to include with International's opposition brief to the city's motion to dismiss in 2017).

- c. In an attempt to elicit some type of incriminating admission from IO in-house attorney, Jeff Sieving, on May 22, 2019, Depa sent a random text to Sieving inquiring about the status of the Auburn Hills case, after a brief back and forth, Depa states, "should I reach out to simply storage? [International Outdoor] is a sewer".

- i. Evidence: Text messages between Depa and Sieving
- ii. Evidence: Emails between Depa and LeVasseur started at least by May 14, 2019, 8 days before the random inquiry from Depa to Sieving. Depa was already in communication with Defendant SSMITX's attorney prior to May 22, 2019. Depa's text exchange with Sieving occurred on May 22, 2019, 8 days after Depa was

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already in email contact with LeVasseur. It is impossible for Sieving's text to be the impetus that caused Depa to reach out to LeVasseur.

1. **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." *Dep., p 13, ln 9-16.* Depa's text exchange with Sieving occurred on May 22, 2019, 8 days after Depa was already in email contact with LeVasseur. It is impossible for Sieving's text to be the impetus that caused Depa to reach out to LeVasseur.
2. **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]. *Dep., p 15, ln 17-21.*

iii.

iv. Evidence: Depa Deposition & Evidentiary Hearing

**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." *Evd. Hrg., p 67-68, ln 12-5.* Evidence: LeVasseur Invoices Though not provided to International until after the re-trial, LeVasseur's billing reports on February 27, 2019, he received and reviewed "correspondence from Brighton resident regarding International Outdoor fraud allegations." Apparently, after the letter, LeVasseur did no follow-up or did not bill for any follow-up. Altior's billing for that same time period is completely redacted. No letter was ever produced, though requested on multiple occasions. In coordination/communication with Altior, on the afternoon

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of May 22, 2019, LeVasseur prepared and emailed a draft of the affidavit to Depa. Depa had the draft affidavit prior to his text exchange with Sieving.

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From: Patrick Depa  
Sent: Tuesday, June 18, 2019 9:16 PM  
To: Christopher LeVasseur  
Subject: Re: Randy

*A Bingo*

Hi Chris I was at a conference all day so I just got your emails at 6 o'clock now. Give me a call if you get this I'm on the West Coast so it's early give me a call if you need to talk I'm gonna read the affidavits now. I'll read those questions from Lamar the best Can.

Pat

Sent from my iPhone

On Jun 18, 2019, at 9:00 AM, Christopher LeVasseur <clevasseur@starkreagan.com> wrote:

Hi Patrick; did you get my email from this morning? I was hoping we could set up a conference call with Lamar's attorneys later today, after you get out of work. Will that be possible?

Christopher E. LeVasseur  
Stark Rengan, P.C.  
1111 W. Long Lake Road  
Troy, Michigan 48098  
Telephone: 248-641-9955  
Facsimile: 248-641-9921  
[clevasseur@starkreagan.com](mailto:clevasseur@starkreagan.com)  
[www.starkreagan.com](http://www.starkreagan.com)  
<image001.jpg>

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**DISCLAIMER:** Any accounting, business or tax advice contained in this communication, including any accompanying attachments, is not intended as a thorough, in-depth analysis of specific issues, nor a substitute for a formal opinion, nor is it sufficient to avoid tax-related penalties. If desired, Stark Rengan would be pleased to perform the requisite research and provide you with a detailed written analysis. Such engagement must be the subject of a separate engagement letter that would define the scope and limits of the desired services.

*WHERE IS THIS.*

*WHERE IS THE AFFIDAVITS*

AFFIDAVIT

STATE OF OREGON            )  
  )ss  
COUNTY OF BENTON        )

PATRICK DEPA, being first duly sworn, deposes and states that:

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.

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

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 on Simply Self Storage's Auburn Hills, Michigan, location.

4. In connection with that dispute, I am aware that International Outdoor and my boss, Randy Omar, 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.

5. I have personal knowledge that the lease renewal letter was not sent in December 2013. I know this because I observed Randy Omar 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. Omar backdated the letter to December 2013 so that he could falsely claim that the 2009 lease had been renewed on time.

6. The computer Mr. Omar used to create the letter was still in his office when I left employment with International Outdoor in July 2018.

7. I know that Mr. Omar 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. Omar's actions, so I met with the Company's attorney, Jeff Sieving, to enlist his help in preventing Mr. Omar from committing a fraud by using the backdated letter.

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

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. Omar's actions, and repeatedly asked that he intervene to stop Mr. Omar. 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.

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, as evidenced by an email sent in December 2009 by Allen White, my coworker at the company. I know the position taken by Lamar/SSS was and is true. We at International Outdoor 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.

11. The Simply Self Storage Auburn Hills lease file stayed in a drawer from December 2009 forward, and was never brought out or spoken about again until January or February 2016. Around this time, a new employee, James Paycurry, 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.

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 city 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.

13. This information 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 contact number.

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.

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.

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.

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. He explained that there was no reason to do so because Randy Oram had decided not to move forward with the Auburn Hills site.

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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PATRICK DEPA

Subscribed and Sworn to Before  
Me this \_\_\_\_ day of May, 2019.

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Notary Public

AFFIDAVIT

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MY NAME IS NOT OMAR

PAT KNEW HOW TO SPELL MY NAME

HE DIDN'T WRITE THESE ARABIC LETTERS THESE ARE HIS OWN

THAT'S

15

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*Proper  
Spelling*

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Notary Public