

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
IN THE BUSINESS COURT

INTERNATIONAL OUTDOOR, INC.,

Plaintiff,

v.

Case No. 2016-155472-CB

Hon. Victoria A. Valentine

SS MITX, LLC and LAMAR ADVERTISING OF
MICHIGAN, INC.,

Defendants

and

LAMAR ADVERTISING OF MICHIGAN, INC.,
d/b/a THE LAMAR COMPANIES and
SS MITX, LLC, d/b/a SIMPLY SELF STORAGE,

Plaintiffs,

v.

Case No. 2016-155489-CB

Hon. Victoria A. Valentine

INTERNATIONAL OUTDOOR, INC.,

Defendants.

THE MILLER LAW FIRM, P.C.
E. Powell Miller (P39487)
Marc L. Newman (P51393)
Co-Counsel for IO
300 Miller Building
950 West University Drive
Rochester, MI 48307
(248) 841-2200
mln@millerlawpc.com

DEMOREST LAW FIRM, PLLC
Mark S. Demorest (P35912)
Co-Counsel for IO
415 S. West St.
Suite 300
Royal Oak MI 48067
(248) 723-5500
mark@demolaw.com

ALTIOR LAW, P.C.
Kenneth F. Neuman (P39429)
Stephen T. McKenney (P65673)
Attorneys for Lamar Advertising
401 S. Old Woodward, Suite 460
Birmingham MI 48009
(248) 594-5252
kneuman@altiorlaw.com
smckenney@altiorlaw.com

DENHA & ASSOCIATES PLLC
Randall A. Denha (P56454)
Co-Counsel for IO
Birmingham, MI 48009
(248) 265-4100
rad@denhalaw.com

STROBL STARK
Christopher E. LeVasseur (P35981)
Attorneys for SS MITX, LLC
35 Bloomfield Hills Parkway, Suite 125
Bloomfield Hills MI 48304
(248) 205-2745
clevasseur@stroblaw.com

**REPLY BRIEF IN SUPPORT OF
PLAINTIFF INTERNATIONAL OUTDOOR, INC.'S
MOTION FOR APPOINTMENT OF DISCOVERY MEDIATOR
OR, IN THE ALTERNATIVE, FOR LIMITED DISCOVERY**

INTRODUCTION

Lamar's Response serves only to reinforce the need for a discovery mediator. Lamar responds by attaching a document that it was ordered to produce months ago and BEFORE the evidentiary hearing on attorney fees. It is a case of too little too late. Invoice #896, the document finally revealed by Lamar in its Response, creates more questions than it answers.

Lamar's response to IO's Motion also mischaracterizes the record in this case and the relief sought by IO. And it contains further misleading statements regarding (a) what has been produced, (b) why Lamar failed to comply with this Court's Order, and (c) why Lamar allegedly cannot produce the missing time records.

Tellingly, Lamar's response completely fails to address three issues raised in IO's Motion: (1) whether any employee or consultant can access the missing October 1, 2018 – January 31, 2019 time records; (2) why Lamar's records show payment of the "appeal flat fee" in the amount of \$30,000, yet Altior's testimony was that it billed Lamar on an hourly basis once it learned of Depa on May 15, 2019; and (3) why Lamar is not in violation of this Court's Order by failing to produce complete copies of many of its invoices. Lamar seeks to divert this Court's attention away from these issues.

LAMAR CONTINUES TO MISCHARACTERIZE THE RECORD

Lamar apparently believes that if it repeatedly mischaracterizes the record, IO will stop calling it out and this Court will accept the mischaracterizations as fact. Lamar's statements that this Court set aside the first jury verdict in IO's favor "based on fraud" is but one example. (Lamar's Response, p. 2.) The record belies Lamar's mischaracterization. Judge Anderson did

not use the word “fraud” anywhere in her explanation (12/18/19 transcript; **EX 1**). Further, the record contradicts Lamar’s statement that the jury found that IO “had engaged in fraudulent conduct sufficient to support an award of attorney fees.” The jury was not asked to, and did not, make any such finding (Trial tr., Vol. 5, jury instructions, pp. 61-72; **EX 2**; verdict form **EX 3**).

It is not true that Lamar presented testimony that it did not have access to time records for the period October 1, 2018 – January 31, 2019 because “the software system it used at the time ... it no longer ... has access to.” (Lamar’s Response, p. 3.) As painstakingly documented in IO’s Motion, the testimony at the evidentiary hearing was that McKenney “did not have access to those records.” (IO’s Motion, p. 8) and, 2½ months later, McKenney ratified that in his email to this Court’s Staff Attorney (**EX 4**). The record is devoid of any evidence that Lamar or its counsel took any steps whatsoever to determine whether anyone else, either at the law firm, the old software company, or the new software company, could access the time records. Furthermore, Lamar has never said whether it is only the information of this case that is missing, or if this applies to all of their clients.

LAMAR MISCHARACTERIZES THE RELIEF SOUGHT BY IO

Lamar wrongly states that IO seeks the appointment of a discovery mediator “to rummage unimpeded through Altior’s billing software” (Lamar’s Response, p. 4.) To the contrary, the discovery mediator would get to the bottom of Lamar’s changing statements regarding its billing records. The issue is narrow: can the time records from October 1, 2018 – January 31, 2019 be accessed? If so, by whom and how? It is disingenuous at best to characterize IO’s request for this Court to appoint a discovery mediator as “allow[ing] it to have a third-party have free reign to peruse Lamar’s billing software.” *Id.*, p. 10.

Lamar’s own lack of efforts to do any sort of inquiry into these time records has led us to this point. Lamar has never said, for example, that it made reasonable inquiry and that its billing

department or its IT consultants lack the ability to access these time records. When the shoe was on the other foot, Lamar assured this Court that it could preserve IO's confidential and propriety information while its computer expert accessed IO's server and its President's computer (Protective Order; **EX 5**). More importantly, until a discovery mediator examines the issues, it is premature to predict whether or not a forensic examination of Lamar's attorney's billing software will be necessary.

LAMAR'S RESPONSE FAILS TO ADDRESS TWO ISSUES RAISED IN IO'S MOTION

Lamar cites the evidentiary hearing transcript in support of its statement that "the time ... was kept on Altior's former billing software, which it no longer uses and no longer has a license to access." (Response, p. 6). However, the evidentiary hearing testimony did not mention any software licensing issues. The sworn testimony was that "I didn't have access to the record...." (1/29/26 hearing tr., p. 77; **EX 6**). The testimony applied to the witness' [Mr. McKenney's] efforts was silent as to whether anyone at the law firm or one of its IT consultants could access the missing time records.

By admitting that the time is kept on billing software "it no longer has a license to access," Lamar apparently is conceding that it has the raw data for these time records in its possession. Now, it is just a matter of accessing it. Lamar fails to indicate whether it can renew the license for a brief period of time or whether it has done any investigation to determine if a computer consultant can access the data using alternative software.

The fact that Lamar belatedly raised this licensing issue only serves to underscore the need for a discovery mediator to get to the bottom of the missing time records. Like so many other times, when they are pressed for more information, Lamar's story changes. A discovery mediator can work with the parties, follow up on explanations, utilize past experience with billing issues, and allow these missing time entries to finally see the light of day.

Lamar's response also fails to address the issue of tracking the payment records for the appeal flat fee and whether Lamar is seeking a double dip for the amount it paid for the appeal. On April 7, 2026, Lamar produced a one-page, unnumbered invoice dated December 11, 2018 for the first \$15,000 of its appeal flat fee (**EX 7**). However, **there is no record that Lamar paid that invoice**. There is no record of a \$15,000 payment.

As to the "success fee" portion of the appeal flat fee, Lamar's apparent position is that it paid Invoices #322 and #896, totaling \$30,000, after the first Judgment was set aside. Lamar's billing records state as much (**EX 8**, p. 5). However, Lamar's witness stated that Altior began billing Lamar hourly in approximately May 15, 2019. Invoice #322 shows this hourly billing (**EX 9**). Therefore, Lamar is also seeking payment from IO for this hourly billing.

There is no record of Lamar paying less than the full amount of Invoice #322. Lamar's summary (admitted as Exhibit C at the evidentiary hearing) includes a line item for "Appeal Flat Fee" in the amount of \$45,000. Because Lamar seeks reimbursement of this full flat fee AND those time entries in Invoice #322 after May 15, 2019, for which it was allegedly billed, Lamar is seeking to double dip for a portion of its flat fee appeal work.

WHY THE DISCOVERY MEDIATOR MUST INVESTIGATE STARK REAGAN'S INVOICES

Lamar ignores several key facts that justify investigation of the Stark Reagan invoices: (1) Stark Reagan stated to this Court that "he [Mr. Demorest] already has Stark Reagan's invoices" (1/14/2026 hearing tr., p. 20; **EX 10**), but only some have been produced; and (2) the four Stark Reagan invoices that IO does have are manually altered (**EX 11**).

WHEREFORE, IO, asks that this Court grant the following relief:

1. Order sanctions against Lamar in an amount to be determined by this Court after hearing for failure to timely and fully comply with this Court's January 20, 2026 Order;
2. Appoint a Discovery Mediator not associated with the Oakland County Bar Association to:
 - a. Determine whether Altior has possession, control, and can produce in readable format its time records in this case for the period October 1, 2018 through January 31, 2019; and
 - b. Obtain authentic Stark Reagan invoices regarding this litigation (through the second trial).
3. Or, in the alternative, permit IO to take limited discovery of:
 - a. Altior's billing and technology representatives to obtain authentic and complete invoices and payment records in this matter, and to determine whether Altior can produce time records in readable format of Altior's work performed on this case during the time period October 1, 2018 through January 31, 2019; and
 - b. Stark Reagan's representatives to produce authentic invoices regarding this litigation (through the second trial) in their original format.
4. Award any other legal or equitable relief as may be just under the circumstances, including requiring Defendants to pay IO's reasonable costs and attorney's fees.

Respectfully Submitted,

DEMOREST LAW FIRM, PLLC

By: /s/ Mark S. Demorest
Mark S. Demorest (P35912)
Co-Counsel for International Outdoor

DENHA & ASSOCIATES PLLC

By: /s/ Randall A. Denha
Randall A. Denha (P56454)
Co-Counsel for International Outdoor

Dated: May 18, 2026

INDEX OF EXHIBITS

- 1 12/19/19 transcript
- 2 8/19/21 trial transcript and Jury Instructions
- 3 Verdict Form
- 4 4/7/2026 McKenney email
- 5 2019/07/03 Protective Order
- 6 1/29/26 hearing transcript
- 7 12/11/28 invoice
- 8 Invoice #944
- 9 Invoice #322
- 10 1/14/26 hearing transcript
- 11 Stark Reagan invoices

EXHIBIT 1

STATE OF MICHIGAN
6TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL OUTDOOR, INC.,

Plaintiff,

v

File No.: 2016-155472-CB

SS MITX and LAMAR ADVERTISING
OF MICHIGAN,

Defendants.

OPINION

BEFORE THE HONORABLE MARTHA D. ANDERSON, CIRCUIT COURT JUDGE

Pontiac, Michigan - Wednesday, December 18, 2019

APPEARANCES:

For the Plaintiff:

THOMAS BRUETSCH (P57473)
Ottenwess Taweel & Schenk PLC
535 Griswold Street, Suite 850
Detroit, MI 48226-3671
(313) 965-2121

For the Defendant:

STEPHEN T. MCKENNEY (P65673)
KENNETH F. NEUMAN (P39429)
Altior Law P.C.
401 S. Old Woodward Ave., Suite 460
Birmingham, MI 48009-6622
(248) 372-9885

TRANSCRIBED BY:

THERESA'S TRANSCRIPTION SERVICE
Sally Fritz, CER #7594
P.O. Box 21067
Lansing, Michigan 48909-1067

RECEIVED by MCOA 1/8/2020 12:22:46 PM

APPEARANCES, Continued:

For Defendant SS MITX: CHRISTOPHER LEVASSEUR (P35981)
Stark Reagan PC
1111 W. Long Lake Road, Suite 202
Troy, MI 48098-6333
(248) 641-9955

RECEIVED by MCOA 1/8/2020 12:22:46 PM

TABLE OF CONTENTS

<u>WITNESSES:</u>	<u>PLAINTIFF</u>	<u>PAGE</u>
-------------------	------------------	-------------

None

<u>WITNESSES:</u>	<u>DEFENDANT</u>
-------------------	------------------

None

OTHER MATERIAL IN TRANSCRIPT

None

EXHIBITS:

None

INTRODUCED

ADMITTED

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 Pontiac, Michigan

2 Wednesday, December 18, 2019 - 11:22:03 a.m.

3 THE CLERK: Your Honor, calling International
4 Outdoor versus SS MITX, case number 2016-155472-CB.

5 MR. NEUMAN: Good morning, your Honor, Ken
6 Neuman and Steve McKenney for Lamar Advertising.

7 MR. LEVASSEUR: Christopher LeVasseur on
8 behalf of SS MITX.

9 MR. BRUETSCH: Thomas Bruetsch on behalf of
10 International Outdoor. Good morning.

11 THE COURT: Good morning, counselors. All
12 right, at this time the court's going to render its opinion
13 here.

14 This matter involved a dispute over what
15 lease controlled the right to erect a billboard on property
16 located at 1096 Doris Road in Auburn Hills, Michigan. The
17 trial in this matter was held in April of 2018. One of the
18 issues to be determined was whether or not International
19 Outdoors had renewed its 2009 lease with defendant, Simply
20 Storage, at the end of the lease period in 2013.
21 International Outdoor contended it had and Simply Storage
22 and defendant Lamar contended that International Outdoor had
23 not.

24 One of the core aspects during discovery was
25 the production of the computer upon which the alleged

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 renewal notice was created for forensic exam. The only
2 evidence International Outdoor claimed was a photocopy of
3 the renewal notice and International Outdoor never produced
4 the computer indicating it no longer existed as it had been
5 struck by a virus in 2013 or 2014 and then again in 2016.

6 Based upon these representations a forensic
7 computer analysis was never done by the defendants. At the
8 conclusion of the trial the jury rendered a verdict for
9 plaintiff against the defendant.

10 On June 6th of 2019 defendants filed a motion
11 for relief from judgment under MCR 2.621(C)(1)(c) alleging
12 that plaintiff committed perjury during the trial and
13 defendants -- the defendants were contacted by a former
14 employee of International Outdoor, Patrick Depa, who claimed
15 to have witnessed the owner of International Outdoor to
16 create a renewal letter in July of 2016 and back date the
17 letter to December of 2013. Mr. Depa provided a signed
18 affidavit to this effect and it was attached to the motion.

19 After the motion hearing this court set an
20 evidentiary hearing and allow -- allowing for a period of
21 discovery and a forensic examination of International
22 Outdoor's owner's computer from the period of July of 2016
23 through July of 2019. At the hearing Mr. Depa testified
24 that he began working at International Outdoor in 2010 for
25 its real estate division, which was tasked with locating

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 possible properties for sign locations. He further
2 explained what his duties entailed. One such duty was to
3 check on lease expiration dates so as to notify
4 International Outdoor's owner, Randy Oram, to see if Mr.
5 Oram wished to renew the lease or let it expire.

6 He indicated that either he or Alan White
7 (sp) would do the lease renewals. The lease in question in
8 this case was originally obtained in 2009 and this lease was
9 the only one International Outdoors had in Auburn Hills.

10 In 2016 it was learned that Auburn Hills
11 exchanged its policy on billboard locations and was using
12 PUD process to allow additional billboard locations. At
13 this point Oram directed Mr. Depa to review the lease for
14 Doris -- the Doris Road property. Depa checked the file and
15 pulled the lease, which showed an expiration time frame of
16 2013. He did not locate a renewal of the lease. He
17 informed Oram about the issue. Oram directed him to search
18 for the renewal as one had to have been done. He was also
19 directed to contact Alan White, who was on sick leave at the
20 time, and was the one responsible for this property to
21 inquire about the lease renewal. Depa conducted a search
22 but did not find a lease renewal and he claimed that Alan
23 White indicated that he had not done a renewal letter.

24 In late July of 2016 Depa testified he
25 observed Oram type a lease renewal for the Doris Road

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 property on his computer with a December 2013 date, sign it
2 and print it -- and print the letter.

3 Depa also indicated that he saw him scan the
4 letter but based upon the dates that that was actually found
5 to have been taken place it was a Sunday and Depa was not at
6 work that day.

7 Depa indicated he was not surprised by Oram's
8 conduct but did find it disturbing. Depa stated he told
9 Jeff Sieving, the company's general counsel, what he had
10 witnessed. Depa indicated that Sieving did not want to hear
11 it, Sieving just did not say anything in response or he
12 would change the subject.

13 In cross-examination it was brought out that
14 Depa's affidavit contained some inaccuracies. The court
15 notes that these inaccuracies did not strike to the heart of
16 the matter, that is, whether or not the lease renewal was
17 fabricated by Oram.

18 The court notes that Alan White, who
19 testified, assumed that he had told Oram of the need to
20 renew the lease in 2013 as that was his usual course of
21 conduct. He also assumed that Oram had done the lease
22 renewal but could not say for certain that one was done. He
23 personally never saw it.

24 Jeff Sieving testified that he did not
25 dispute that Depa was unable to locate a lease renewal. He,

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 himself, was unable to locate one either. Sieving also did
2 not dispute that Depa informed him of his disbelief that
3 Oram had found the renewal letter and Sieving did not
4 indicate Depa ever told him that he, Depa, had witnessed
5 Oram creating the renewal letter.

6 Sieving indicated Depa raised his concerns to
7 Sieving on more than one occasion but Sieving never informed
8 Oram of Depa's concerns. Sieving's reasons for this, for
9 not telling Oram, was over his concern that Oram would do
10 something negative to Depa.

11 During the original discovery period of this
12 case plaintiff contended that the computer used to create
13 the December 20th, 2013 renewal letter no longer existed.
14 Plaintiff also contended that their computer system suffered
15 two viruses, one of which occurred in 2014, that had wiped
16 out the lease renewal from the plaintiff's server, as well
17 as Oram's computer.

18 Based on these representations made by the
19 plaintiff during discovery a forensic exam of the
20 plaintiff's server and Oram's computer was not conducted.
21 For purposes of the evidentiary hearing the court allowed
22 defendant to have a forensic examination of Oram's computer
23 for the time period of July 2016 to July of 2018. The
24 defendants engaged J. Stott Matthews of Spectrum Computer
25 Forensics to perform the exam. Matthews testified he could

RECEIVED by MCOA 1/8/2020 12:22:46 PM

1 find no evidence of the renewal letter being created in
2 December 2013. Matthews testified he could not find
3 evidence on the server of a virus that wiped out files
4 created before February 2014 as had been testified to by
5 Oram at trial.

6 Matthews found some select items from 2013
7 during his inspection. He testified that if indeed there
8 had been a virus these items would not appear at all as
9 viruses do not pick and choose which items to delimitate --
10 to eliminate and leave others. The virus would have wiped
11 out everything from 2013.

12 In attempting to rebut Matthews' findings
13 plaintiff offered the testimony of Frank Albin whose
14 company, PC Pros, provided plaintiff with their day-to-day
15 IT support. Albin began working for International Outdoors
16 in early 2017. Albin testified Oram's computer was seven to
17 eight years old when he replaced it in May of 2019. This
18 means that prior to replacing this computer Oram had been
19 using it since 2011 or 2012, which runs afoul of Oram's
20 testimony at trial that the computer used to create the
21 renewal letter no longer existed.

22 Further, the review of the existing Oram
23 computer did not provide the ability to seek or find any
24 evidence of the renewal letter being created in July of 2011
25 because the computer that was provided for examination was

RECEIVED by MCOA 1/8/2020 12:22:46PM

1 not the computer in use by Oram in July of 2016. Albin
2 testified that the computer was replaced in May of 2019.
3 This information was not provided to the forensic examiner
4 at the point in time of his examination. Albin testified he
5 had given the original hard drive to Mr. Oram. Plaintiff's
6 attorneys claim the original hard drive was destroyed.

7 Based on the hearings held the court finds
8 that the testimony of Patrick Depa to have sufficient
9 indicia of truthfulness to rebut the plaintiff's owner,
10 Randy Oram's, testimony on the issue of the renewal letter.
11 The court also finds that the plaintiff's flagrant
12 misstatements surrounding the computer's existence, both
13 during the pretrial discovery and this court's discovery
14 order, concerning and is unacceptable. Such conduct cannot
15 be condoned.

16 Additionally, the lack of candor in providing
17 computer -- complete disclosure of who had information about
18 the case is very troubling to the court. The court agrees
19 that relief from judgment is warranted and the court will
20 set aside the judgment in this matter and grant a new trial.

21 Thank you, counselors.

22 MR. NEUMAN: Thank you, your Honor.

23 MR. LEVASSEUR: Thank you, your Honor.

24 (At 11:31:42 a.m., hearing concluded)
25

RECEIVED by MCOA 1/8/2020 12:22:46 PM

CERTIFICATION

This is to certify that the attached electronically recorded proceeding, consisting of eleven (11) pages, before the 6th Judicial Circuit Court, Oakland County, Michigan:

INTERNATIONAL OUTDOOR, INC.

v

SS MITX and LAMAR ADVERTISING
OF MICHIGAN

_____/

Location: Pontiac, Michigan

Date: Wednesday, December 18, 2019

was held as herein appeared and that this is testimony from the original transcript of the electronic recording thereof, to the best of my ability.

I further state that I assume no responsibility for any events that occurred during the above proceedings or any inaudible responses by any party or parties that are not discernible on the electronic recording of the proceedings.

/s/ Sally Fritz
Sally Fritz, CER #7594
Certified Electronic Recorder

Dated: January 8, 2020

Theresa's Transcription Service, P.O. Box 21067
Lansing, Michigan 48909-1067 - 517-882-0060

RECEIVED by MCOA 1/8/2020 12:22:46 PM

EXHIBIT 2

STATE OF MICHIGAN
6TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL OUTDOOR, INC.,
Plaintiff,

v

File No.: 2016-155472-CB

SS MITX and LAMAR ADVERTISING
OF MICHIGAN,

Defendants.

JURY TRIAL, Volume V of V
BEFORE THE HONORABLE MARTHA D. ANDERSON, CIRCUIT COURT JUDGE
Pontiac, Michigan - Thursday, August 19, 2021

APPEARANCES:

For the Plaintiff:

VINCENZO MANZELLA (P61801)
Lucido & Manzella PC
39999 Garfield Road, Suite C
Clinton Township, Michigan 48038-4098
(586) 228-3900

THOMAS BRUETSCH (P57473)
Schenk & Bruetsch PLC
211 West Fort Street, Suite 1410
Detroit, Michigan 48226
(313) 268-4525

For the Defendant:

STEPHEN T. MCKENNEY (P65673)
KENNETH F. NEUMAN (P39429)
Altior Law P.C.
401 South Old Woodward Avenue, Suite 460
Birmingham, Michigan 48009-6622
(248) 372-9885

TRANSCRIBED BY:

THERESA'S TRANSCRIPTION SERVICE
Kristin Novello, CER #9570
P.O. Box 21067
Lansing, Michigan 48909-1067

APPEARANCES, Continued:

For Defendant SS MITX:

CHRISTOPHER LEVASSEUR (P35981)
Stark Reagan PC
1111 West Long Lake Road, Suite 202
Troy, Michigan 48098-6333
(248) 641-9955

TABLE OF CONTENTS

WITNESSES: PLAINTIFF PAGE

None

WITNESSES: DEFENDANT

None

OTHER MATERIAL IN TRANSCRIPT

Plaintiff Closing Argument	10
Defendant Closing Argument (Lamar)	30
Defendant Closing Argument (SS MITX)	48
Plaintiff Rebuttal Argument	56
Jury Instructions	61
Jury Verdict	78

EXHIBITS:

None

INTRODUCED

ADMITTED

1 done. Yours is really just beginning. I leave Mr. Oram in
2 your hands and I thank you so much for your service.

3 THE COURT: Thank you, Counselor.

4 Members of the jury, the evidence and the
5 argument in this case have been completed. And I will now
6 instruct you on the law. That is, I will explain the law
7 that applies to this case. Faithful performance by you of
8 your duties is vital to the administration of justice. The
9 law you are to apply in this case is contained in these
10 instructions and it is your duty to follow them. In other
11 words, you must take the law as I give it to you. You must
12 consider them as a whole and not pick out some -- pick out
13 one or some instructions and disregard others. Following my
14 instructions, you will go to the jury room and deliberate
15 and decide on your verdict.

16 It is your duty -- it is your duty to
17 determine the facts from the evidence received in open
18 court. You are to apply the law to the facts and in this
19 way, decide the case. Sympathy must not influence your
20 decision, nor should your decision be influenced by
21 prejudice regarding race, sex, religion, national origin,
22 age, handicap, or any other factor irrelevant to the rights
23 of the parties. When you discuss the case and decide on
24 your verdict, you must only consider the evidence that has
25 been admitted in this case. Evidence includes only the

1 sworn testimony of witnesses, the exhibits admitted into
2 evidence, and anything else I have told you to consider as
3 evidence.

4 The -- the admission of evidence in court is
5 governed by rules of law. From time to time, it has been my
6 duty as the judge to rule on the admissibility of evidence.
7 You must not concern yourselves with the reasons for these
8 rulings and you must not consider any exhibit to which an
9 objection was sustained or any testimony or exhibit which
10 was ordered stricken. In determining whether any fact has
11 been proved, you shall consider all the evidence bearing on
12 that fact without regard to which party produced the
13 evidence.

14 Facts can be proved by direct evidence from
15 what a witness or -- from a witness or an exhibit. Direct
16 evidence is evidence about what we actually see or hear.
17 For example, if you look outside and see rain falling, that
18 is direct evidence that it is raining. Facts can also be
19 proved by indirect or circumstantial evidence.
20 Circumstantial evidence is evidence that normally or
21 reasonably leads to other facts. So for example, if you see
22 a person come in from outside wearing a rain coat covered
23 with small drops of water, that would be circumstantial
24 evidence that it is raining. Circumstantial evidence by
25 itself or a combination of circumstantial evidence and

1 direct evidence can be prove -- can be used to prove or
2 disprove a proposition. You must consider all the evidence,
3 both direct and circumstantial.

4 You have a right to consider all the evidence
5 in the like of your own general knowledge and experience in
6 the affairs of life and to take into account whether any
7 particular evidence seems reasonable and probable. However,
8 if you have personal knowledge of any particular fact in
9 this case, that knowledge may not be used as evidence. If
10 you decide that a witness says something earlier that is not
11 consistent with what the witness said at this trial, you may
12 consider the earlier statement in deciding whether to
13 believe the witness. But you may not consider it as proof
14 of the facts in this case. However, there is -- there are
15 exceptions.

16 You may consider an earlier statement as
17 proof of the facts in this case if the statement was made by
18 the plaintiff, the defendant, or an agent or employee of
19 either party, or the statement was given under oath, subject
20 to the penalty of perjury at a trial, hearing, or in a
21 deposition, or the witness testified during the trial that
22 the earlier statement was true.

23 You are the judges of the facts in this case.
24 You must determine which witnesses to believe and what
25 weight to give to their testimony. In doing so, you may

1 consider each witness's ability and an opportunity to
2 observe his or her memory, manner while testifying, any
3 interest, bias, or prejudice, and the reasonableness of the
4 testimony considered in the light of all the evidence. It
5 has been brought up that a lawyer talked -- has talked with
6 a witness. There is nothing wrong with a lawyer talking
7 with a witness for the purpose of learning what the witness
8 knows about the case and what testimony the witness will
9 give.

10 Although you may consider the number of
11 witnesses testifying on one side or the other when you weigh
12 the evidence as to a particular fact, the number of
13 witnesses alone should not persuade you if the testimony of
14 the lesser number of witnesses is more convincing. During
15 the trial, you heard testimony from a deposition from a --
16 and from an earlier hearing. A deposition is a sworn
17 testimony of a party or witness taken before a trial. The
18 prior hearing was testimony that was conducted under oath in
19 Oakland Court. All parties and their lawyers had (ph) the
20 right to be present and to ask questions. You are to give
21 this evidence the same consideration as you would have given
22 it had the witnesses testified in open court.

23 This case involves a claim by International
24 Outdoor that Simply Self Storage breached a contract. A
25 contract is a legally enforceable agreement to do or not to

1 do something. International Outdoor has the burden of proof
2 on the following: first, that there was a contract between
3 it and Simply Self Storage. Second, that Simply Self
4 Storage breached the contract and third, that International
5 Outdoors suffered damages as a result of the breach. If you
6 find, after considering all the evidence, that International
7 Outdoor has proved these elements, then your verdict should
8 be for International Outdoor. However, if International
9 Outdoor fails to prove any one of these elements, your
10 verdict should be for Simply Self Storage.

11 International Outdoor claims that Lamar
12 intentionally and improperly interfered with International
13 Outdoor's contract with Simply Self Storage. In order the
14 establish the claim, International Outdoor has the burden of
15 proving each of the following: first, that International
16 Outdoor had a contract with Simply Self Storage at the time
17 of the claimed interference. Second, that Lamar knew of the
18 contract at that time. Third, that Lamar intentionally
19 interfered with the contract. Fourth, that Lamar improperly
20 interfered with the contract. Five, that Lamar's conduct
21 caused Simple (ph) Self Storage -- Simply Self Storage -- to
22 breach the contract or otherwise cause the parties not to
23 perform the contract. And six, International Outdoor was
24 damaged as a result of Lamar's conduct. Your verdict will
25 be for International Outdoor if you find that International

1 Outdoor has proven all of these elements. Your verdict will
2 be for Lamar if you find that International Outdoor has
3 failed to prove any one of these elements.

4 Lamar claims that International Outdoor
5 intentionally and improperly interfered with Lamar's
6 contract with Simply Self Storage. In order to establish
7 the claim, Lamar has the burden of proving each of the
8 following: one, that Lamar had a contract with Simply Self
9 Storage at the time of the claimed interference. Two, that
10 International Outdoor knew of the contract at that time.
11 Three, that International Outdoor intentionally interfered
12 with the contract. Four, that International Outdoor
13 improperly interfered with the contract. Five, that
14 International Outdoor's conduct caused Simply Self Storage
15 to breach the contract or otherwise cause the parties not to
16 perform the contract. And six, that Lamar was damaged as a
17 result of -- I think that should be International Outdoor's
18 conduct -- that Lamar was damaged as a result of
19 International Outdoor's conduct. Your verdict will be for
20 Lamar if you find that Lamar has proven all of these
21 elements. Your verdict will be for International Outdoor if
22 you find that Lamar has failed to prove any one of these
23 elements.

24 I have just listed for you the propositions
25 on which International Outdoor has the burden of proof and

1 on which Lamar has the burden of proof. For International
2 Outdoor to satisfy its burden, the evidence must persuade
3 you that it is more likely than not that the proposition is
4 true. For Lamar to satisfy its burden, the evidence must
5 persuade you that it is more likely than not that the
6 proposition -- the proposition is true. You must consider
7 all the evidence regardless of which party produced it.

8 A written contract, after -- after it is
9 signed can be modified and strict performance under the
10 contract waived by the parties to the contract. The parties
11 have the right to change the method or manner of performance
12 or waive rights or remedies under the contract. If the
13 parties considered it to their advantage to depart from
14 strict performance of the agreement, that would constitute a
15 sufficient consideration. A departure from stipulated
16 performance can be predicated upon acts as well as upon
17 express agreement to that effect.

18 If you find that Lamar's conduct in
19 interfering with Simply Self Storage MITX lease with
20 International Outdoor was wrongful conduct beyond mere
21 negligence, you may award International Outdoor attorney
22 fees and costs in an amount to be determined by the Court.
23 If you find that International Outdoor's conduct in
24 interfering with the SS MITX lease with Lamar was wrongful
25 conduct beyond mere negligence, you may award International

1 Outdoor attorney fees and costs in an amount to be
2 determined by the Court.

3 You will be given written -- a written copy
4 of the final jury instructions for your use in the jury room
5 for deliberation. When you go to the jury room, your
6 deliberation should be conducted in a business-like manner.
7 You should first select a foreperson. She or he should see
8 to it that the discussion goes forward in an orderly fashion
9 and that each juror has full opportunity to discuss the
10 issues. When at least -- I believe that should be six --
11 when at least six of you agree upon a verdict, it will be
12 received as your verdict. In your deliberations, you should
13 weigh the evidence with an open mind and consideration for
14 each other's opinions.

15 If differences of opinion arise, you should
16 discuss them in a spirit of fairness and frankness. You
17 should express not only your opinion, but also the facts and
18 reasons upon which you base it. In the course of your
19 deliberations, do not hesitate to re-examine your views and
20 change your opinion if you are convinced that it is wrong.
21 However, none of you should surrender your honest conviction
22 as to the weight and effect of the evidence or lack of
23 evidence solely because of the opinion of your fellow jurors
24 or for the mere purpose of returning a verdict.

25 During your deliberations and before you

1 reach a verdict, you must not disclose anything about your
2 discussions to others outside the jury room, not even how
3 your voting stands. Therefore, until you reach a verdict,
4 do not disclose that information even in the courtroom.
5 During your deliberations, you may communicate with persons
6 outside the jury room other than myself or seek information
7 by any means including cellular telephones or other
8 electronic devices.

9 In other words, you cannot talk to anyone on
10 the phone, correspond with anyone, or electronically
11 communicate with anyone about this case. You can only
12 discuss the case in the jury room with your fellow jurors
13 during deliberations. You may not use any -- you may not
14 use these electronic means to investigate or communicate
15 about the case because it is important that you decide the
16 case based solely on the evidence presented in the courtroom
17 and my instructions on the law. Information from the
18 internet or available through social media might be wrong,
19 incomplete, or inaccurate. If you discover a juror has
20 violated my instructions, you should report it to me right
21 away.

22 And that concludes my reading of -- that
23 concludes my instructions on the law. If you have any
24 questions about these instructions at this point, please
25 write it down and give it to my clerk. My clerk will then

1 give it to me and after consulting with counsel, I will
2 address your questions. All right, if no -- no questions
3 having been asked, I've approved a verdict form for your use
4 in the jury room. And I don't have a copy of the verdict
5 form, so I can't give it to them.

6 MR. NEUMAN: There's two. Thank you.

7 THE COURT: Thank you. The first question
8 you will be asked is did International Outdoor send the
9 December 20th -- December 20, 2013 lease renewal notice to
10 SS MITX, LLC before its lease term expired on March 17,
11 2014? You may answer yes or no to that question. If you
12 answer yes, you go on to question 2. If you answer no, you
13 go on to question 5. I'm going to read all of the questions
14 to you though. Question number 2, did Lamar tortiously
15 interfere with International Outdoor's contractual
16 relationship with Simply Self Storage? You either answer
17 yes or no.

18 Question number 3, what is the amount of
19 damages for lost profits suffered by International Outdoor
20 as a result of Lamar's tortious interference with
21 International Outdoor's contractual relationship with Simply
22 Self Storage? And that requires you to put a figure on the
23 amount of damages if you so find. Question number 4, is
24 International Outdoor entitled to an award of the costs and
25 attorney fees in an amount to be determined by the Court?

1 You answer that question yes or no.

2 Question number 5, did International Outdoor
3 tortiously interfere with Lamar's contractual relationship
4 with Simply Self Storage? Once again, that's a yes or no
5 answer. Question number 6, what is the amount of damages
6 for lost profits suffered by Lamar as a result of
7 International Outdoor's tortious interfering -- interference
8 with Lamar's contractual relationship with Simply Self
9 Storage? Once again, that is a dollar amount that you will
10 have to decide. Is -- question number 7, is Lamar entitled
11 to recover its costs, including reasonable attorney fees due
12 to International Outdoor's tortious interference in Lamar's
13 contract in an amount to be determined by the Court?

14 And you will receive a copy of that verdict
15 form for your use in the jury room. If you wish to
16 communicate with me or examine exhibits while you are
17 deliberating, please have your foreperson write a note and
18 give it to my clerk. If you have any questions about my
19 instructions on the law, please place those particular
20 questions in a sealed envelope. Any questions or
21 communications with me must be given to my clerk, who will
22 then pass them to me, and I will address the questions or
23 communications with counsel and respond as appropriate. So
24 at this time, ladies and gentleman of the jury, it is time
25 for you to return to the jury room and begin your

1 deliberations in this matter. Thank you.

2 THE CLERK: All rise for the jury.

3 (At 10:51:05 a.m., jury excused)

4 THE COURT: You may be seated. All right.

5 And Counsel, do you agree that I have read the rules, the

6 instructions to the jury as given and with respect to any

7 objections that have been placed on the record -- other than

8 with any objections that have been placed on the record?

9 MR. BRUETSCH: Yes, your Honor.

10 MR. MCKENNEY: I agree you read them

11 correctly. I --(undecipherable)-- there is a typo in one of

12 the instructions. How do we want to address that with what

13 goes back to the jury?

14 THE COURT: Yes. And I think there's two

15 places.

16 MR. MANZELLA: The numbers of jurors --

17 THE COURT: The number of jurors --

18 MR. MANZELLA: -- and Lamar is in there twice

19 --

20 THE COURT: -- yes, and Lamar should be in

21 there -- where it says Lamar, it should have been

22 International Outdoor.

23 MR. MCKENNEY: Yes.

24 THE COURT: Yes.

25 MR. MCKENNEY: Do you want me to correct

CERTIFICATION

This is to certify that the attached electronically recorded proceeding, consisting of eighty-two (82) pages, before the 6th Judicial Circuit Court, Oakland County, Michigan:

INTERNATIONAL OUTDOOR, INC.

v

SS MITX and LAMAR ADVERTISING
OF MICHIGAN

_____ /

Location: Pontiac, Michigan

Date: Thursday, August 19, 2021

was held as herein appeared and that this is testimony from the original transcript of the electronic recording thereof, to the best of my ability.

I further state that I assume no responsibility for any events that occurred during the above proceedings or any inaudible responses by any party or parties that are not discernible on the electronic recording of the proceedings.

/s/ Kristin Novello
Kristin Novello, CER #9570
Certified Electronic Recorder

Dated: November 10, 2021

Theresa's Transcription Service, P.O. Box 21067
Lansing, Michigan 48909-1067 - 517-882-0060

EXHIBIT 3

VERDICT FORM

OAKLAND
COUNTY

16-155472-CB



JUDGE MARTHA D. ANDERSON
INTERNATIONAL v SS MITX

We, the jury, answer the questions submitted as follows:

QUESTION NO. 1: Did International Outdoor send the December 20, 2013 lease renewal notice to SS MITX, LLC before its lease term expired on March 17, 2014?

Answer: NO (yes or no)

If your answer is "yes," go on to Question No. 2.

If your answer is "no," skip to Question No. 5.

QUESTION NO. 2: Did Lamar tortiously interfere with International Outdoor's contractual relationship with Simply Self Storage?

Answer: _____ (yes or no)

If your answer is "yes," go on to Question No. 3.

If your answer is "no," skip to Question No. 5.

QUESTION NO. 3: What is the amount of damages for lost profits suffered by International Outdoor as a result of Lamar's tortious interference with International Outdoor's contractual relationship with Simply Self Storage?

Answer: \$ _____

Go To Question No. 4.

QUESTION NO. 4: Is International Outdoor entitled to an award of costs and attorney fees in an amount to be determined by the court?

Answer: _____ (yes or no)

If you answered Questions 3 and 4, do not answer any further questions.

QUESTION NO. 5: Did International Outdoor tortiously interfere with Lamar's contractual relationship with Simply Self Storage?

Answer: YES (yes or no)

If your answer is "yes," go on to Question No. 6.

If your answer is "no," do not answer any further questions.

QUESTION NO. 6: What is the amount of damages for lost profits suffered by Lamar as a result of International Outdoor's tortious interference with Lamar's contractual relationship with Simply Self Storage?

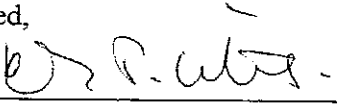
Answer: \$ 687,244

Go to Question No. 7.

QUESTION NO. 7: Is Lamar entitled to recover its costs, including reasonable attorney fees, due to International Outdoor's tortious interference in Lamar's contract in an amount to be determined by the Court?

Answer: YES (yes or no)

Signed,


Foreperson

August 19, 2021
Date

EXHIBIT 4

RE: International Outdoor Inc v SS MTX-16-155472-cb

From Stephen McKenney <smckenney@altiorlaw.com>

Date Tue 2026-04-07 1:33 PM

To Feinberg, Shelli <feinbergs@oakgov.com>; clevasseur@starkregan.com <clevasseur@starkregan.com>; Kenneth Neuman <kneuman@altiorlaw.com>; Marc L Newman <mln@millerlawpc.com>; jfoster@starkregan.com <jfoster@starkregan.com>; Mark Demorest <mark@demolaw.com>

 2 attachments (5 MB)

Appeal Invoice dated 12-11-18.pdf; 1-29-26 Evidentiary Hearing on Motion For Atty Fees.pdf;

Caution: External (smckenney@altiorlaw.com)

Sensitive Content [Details](#)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#) [Protection by INKY](#)

Good afternoon, Ms. Feinberg:

I have attached to this e-mail the only invoice for the time between 10/1/18 and 1/31/19. This was the flat fee invoice.

As I explained during my trial testimony, because Lamar was billed on a flat fee basis during this time, no invoices were created with time entries and descriptions of the work, which were sent to the client. While, to the best of my recollection time entries were kept during this time, because our firm no longer uses the same billing software as it did during the October 2018-January 2019 time frame, I do not have access to those time entries and descriptions. Please see pages 76-77 of the attached transcript, which is my trial testimony on this subject.

The attached is the only "invoice" for this time period and it is provided in unredacted form per the court's request.

Also, I have taken Thomas Breutsch and Dana Schult off of this e-mail chain because they are no longer counsel of record for any party in this case.

Thank you,
Steve

From: Feinberg, Shelli <feinbergs@oakgov.com>

Sent: Tuesday, April 7, 2026 12:39 PM

To: thomasbruetsch@sbdetroit.com; clevasseur@starkregan.com; Kenneth Neuman <kneuman@altiorlaw.com>; Marc L Newman <mln@millerlawpc.com>; dana.schult@sbdetroit.com; jfoster@starkregan.com; Mark Demorest <mark@demolaw.com>; Stephen McKenney <smckenney@altiorlaw.com>

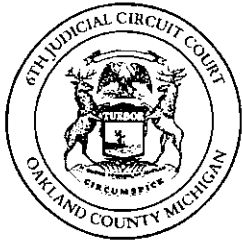
Subject: International Outdoor Inc v SS MTX-16-155472-cb

Good afternoon,

Please provide unredacted invoices from 10/1/18-1/31/19.

Thank you and have a lovely day.

-Shelli



Shelli Feinberg

Judicial Staff Attorney to Judge Victoria A.
Valentine

248.857-5282

6th Judicial Circuit Court Oakland County
1200 N. Telegraph Rd, Pontiac, MI 48341
Chambers 5A

[ZOOM](#)

[PROTOCOL](#)

[PROFILE](#)

*This email is intended only for the recipient(s) specified in the message. It may contain confidential or legally protected information. **Please be aware that any disclosure, copying, or publishing of the contents may be unlawful.** If you received this e-mail message in error, please inform the sender immediately and delete it from your computer.*

EXHIBIT 5

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR OAKLAND COUNTY
IN THE BUSINESS COURT

INTERNATIONAL OUTDOOR, INC.,

Plaintiff,

v.

Case No. 2016-155472-CB

Hon. Martha Anderson

SS MITX, LLC and LAMAR ADVERTISING OF
MICHIGAN, INC,

Defendants

and

LAMAR ADVERTISING OF MICHIGAN, INC.,
d/b/a THE LAMAR COMPANIES and
SS MITX, LLC, d/b/a SIMPLY SELF STORAGE,

Plaintiffs

v.

Case No. 2016-155489-CB

Hon. Martha Anderson

INTERNATIONAL OUTDOOR, INC.,

Defendant.

ALTIOR LAW, P.C.
Kenneth F. Neuman (P39429)
Stephen T. McKenney (P65673)
401 South Old Woodward Ave., Ste. 460
Birmingham, MI 48009
Phone: 248.594.5252
kneuman@altiorlaw.com
smckenney@altiorlaw.com
Attorney for Lamar Advertising

STARK REAGAN, PLC
Christopher E. LeVasseur (P35981)
1111 West Long Lake Rd., Ste. 202
Troy, MI 48098
Phone: 248.641.9955
clevasseur@starkreagan.com
Attorney for Simply Self Storage

POTTER DEAGASTINO O'DEA &
PATTERSON
Steven M. Potter (P33344)
Rick J. Patterson (P55706)
2701 Cambridge Court Suite 223
Auburn Hills, MI 48326
Phone: 248.377.1700
spotter@potterlaw.com
rjpatterson@potterlaw.com
Attorneys for International Outdoor

PROTECTIVE ORDER

At a session of Court held in the City of Pontiac,
County of Oakland, State of Michigan, on
7-3-2019

PRESENT: HONORABLE MARTHA D. ANDERSON

Circuit Judge

Pursuant to MCR 2.302(C) and to the Court's authority,

IT IS HEREBY ORDERED that, with respect to Lamar Advertising of Michigan, Inc.'s ("Lamar") Demand for Inspection dated June 24, 2019 (the "Demand for Inspection") the following limits, conditions, and procedures will be placed on International Outdoor, Inc.'s response to the Demand for Inspection:

1. International Outdoor will make available for inspection and forensic imaging: (a) the computer from Latif "Randy" Oram's office at International Outdoor during, but not limited to, the period of July 2016 to July 2018 (the "Computer"); and (b) any servers that were connected to the computer from Latif "Randy" Oram's office at International Outdoor during, but not limited to, the period of July 2016 to July 2018 (the "Server"). The inspection shall be conducted by Spectrum Computer Forensics ("Spectrum"). The inspection shall occur on or before July 24, 2019.
2. Spectrum's inspection of the Computer and the Server shall be an "experts' eyes' only" inspection. This means that Spectrum can inspect and make a forensic image(s) of the Computer and Server, but cannot disclose the substance of that inspection or the forensic imaging to anyone, including Lamar, SS MITX, LLC ("Simply Self Storage"), their employees or agents, or their counsel. Spectrum shall verify that no information, software or program shall be added to the Computer or Server.
3. After the inspection, Spectrum can identify any documents or information found during its inspection and imaging that it reasonably believes are relevant to the issues raised

in the May 30, 2019 affidavit of Patrick Depa, which was attached to Lamar and Simply Self Storage's June 6, 2019 Motion for Relief from Judgment under MCR 2.612(C)(1)(c). Spectrum's identification cannot include any communications between International Outdoor and its counsel, Potter, DeAgostino O'Dea & Patterson. Spectrum can provide a brief description of the relevant documents or information it found to all counsel of record.

4. After Spectrum provides a brief description of the relevant documents or information it found to all counsel of record, counsel then must meet and confer to discuss the production of the documents or information identified by Spectrum and can either: (a) agree to produce the documents or information to the parties and their counsel; or (b) have the issue of whether the documents or information should be produced to the parties and their counsel decided by this Court.
5. Any information produced by International Outdoor in response to the inspection, including the Computer, Server, or any forensic images made of either the Computer or Server, shall be used solely for the purposes of this action and may not be used for any other purpose.

IT IS FURTHER ORDERED that regarding the subpoena issued by Lamar to Harry Iskander, dated June 20, 2019, that subpoena shall be modified to require only that Mr. Iskander produce responsive documents created after January 1, 2014.

This is NOT a final order, does NOT resolve the last pending claim and does NOT close this case.

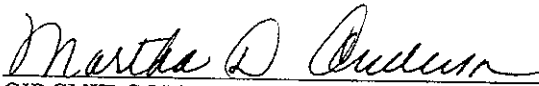

CIRCUIT COURT JUDGE JS

EXHIBIT 6

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL OUTDOOR, INC.,

Plaintiff,

vs

Case No. 2016-155472-CB

SS MITX and LAMAR ADVERTISING
OF MICHIGAN,

Defendants.

/

EVIDENTIARY HEARING ON MOTION FOR ATTORNEY FEES

BEFORE THE HONORABLE VICTORIA A. VALENTINE

Pontiac, Michigan - Thursday, January 29, 2026

APPEARANCES:

For the Plaintiff: MARC L. NEWMAN (P51393)
 BRANDON THOMAS GOLDSTEIN (P86448)
 The Miller Law Firm, PC
 950 West University Drive, Suite 300
 Rochester, Michigan 48307
 (248) 841-2200

For the Plaintiff: MARK S. DEMOREST (P35912)
 Demorest Law Firm, PLLC
 415 South West Street, Suite 300
 Royal Oak, Michigan 48067
 (248) 723-5500

For the Defendant
Lamar Advertising: STEPHEN T. MCKENNEY (P65673)
 KENNETH F. NEUMAN (P39429)
 Altior Law, PC
 401 South Old Woodward Avenue
 Suite 460
 Birmingham, Michigan 48009
 (248) 372-9885

Video Transcription Provided By:
Deanna L. Harrison, CER 7464
About Town Court Reporting, Inc.
248-634-3369

TABLE OF CONTENTS

<u>WITNESSES:</u>	<u>PAGE</u>
JOHN STOTT MATTHEWS	
Direct Examination by Mr. McKenney	18
Cross-Examination by Mr. Demorest	27
Redirect Examination by Mr. McKenney	36
KENNETH NEUMAN	
Direct Examination by Mr. McKenney	42
Cross-Examination by Mr. Newman	55
STEPHEN MCKENNEY	
Direct Examination by Mr. Neuman	66
Cross-Examination by Mr. Newman	75
BEN HERRICK	
Direct Examination by Mr. Newman	93
Cross-Examination by Mr. McKenney	130
Redirect Examination by Mr. Newman	151
<u>EXHIBITS:</u>	<u>Admitted</u>
EX-1 Spectrum invoices	22
EX-2 Altior Law invoice	44
EX-3 Summary of invoices	50
EX-5 Lamar invoices - analysis	120
EX-6 Summary of invoices	130

1 exclude any time that you had recorded within your firm
2 that's not reflected on this chart?

3 A So one of the problems we ran into was I didn't even have
4 -- because we didn't send invoices to the client for the
5 flat fee -- flat fee, and because we had switched software
6 systems, I didn't have access to the records from the time
7 billed between October of 2021 -- or no, excuse me, 2018
8 through I think January of 2019, I didn't -- I didn't even
9 have access to the record, so couldn't -- there were no
10 invoices produced because we didn't send them to the
11 client, so I -- I didn't include any of that time, because
12 I didn't know -- I didn't have available to me to include.
13 I then went through that invoice we talked about on page
14 415 and excluded things that were prior to the date we
15 learned about Pat Depa and took those out.

16 Q Okay. And what was the total -- I mean, is there any --
17 do you have any work product to reflect your work of what
18 was removed?

19 A Of what was removed from that --

20 Q From the total?

21 A I don't remember whether I did an excel sheet or I just
22 did it on a calculator.

23 Q So as we sit here today, do you know whether the amount of
24 \$1,125,066.01 accurately reflects the total amounts that
25 you actually billed your client for?

EXHIBIT 7

Neuman | Anderson | Grieco | McKenney, P.C.
Business Judgment. Trial Attorneys.

401 S. Old Woodward, Suite 460
Birmingham, MI 48009
Phone: 248-594-5252
Fax: 248-792-2838
www.nagmlaw.com

INVOICE

Lamar Advertising Company
6405 N. Hix Road
Westland, MI 48185
Attn: Richard Rickert (rrickert@lamar.com)

Statement Date: December 11, 2018
Account No. 1125.0002

RE: Lamar Appeal
Court of Appeals Case No. 345784

Flat Fee for Appeal International Outdoor Litigation	\$15,000.00
--	-------------

Please remit: \$15,000.00

Please send payment to:
Neuman Anderson Grieco McKenney, P.C.
401 S. Old Woodward, Suite 460
Birmingham, MI 48009
EIN: 26-1486086

EXHIBIT 8

Altior Law P.C.

401 S. Old Woodward, Suite 460
Birmingham, MI 48009
Phone: (248) 594-5252
Fax: (248) 792-2838
www.altiorlaw.com

INVOICE

Invoice # 944
Date: 02/29/2020

Lamar Advertising Company
6405 N. Hix Road
Westland, Michigan 48185

L125.0003

International Outdoor

Services

Attorney	Date	Notes	Quantity	Rate	Total
KFN	02/04/2020	mw steve; review transcripts;	0.60	\$575.00	\$345.00
SM	02/04/2020	Confer with KFN re: trial strategy; review documents and exhibits re: computer timeline.	0.80	\$425.00	\$340.00
SM	02/05/2020	Review trial and hearing transcript re; IO's positions on its computers; communication with counsel for IO re: access to video records.	1.50	\$425.00	\$637.50
KFN	02/05/2020	emails from joe, rich, etc.; review documents; mw steve	0.60	\$575.00	\$345.00
SM	02/06/2020	Communication with opposing counsel re: order for copy of trial video; review discovery responses re: computer; confer with KFN re: status; communication with JSM re: IO data	2.60	\$425.00	\$1,105.00
KFN	02/07/2020	emails with breutsch; emails with lavasser; review order; mw steve; review seiving testimony;	1.10	\$575.00	\$632.50
SM	02/07/2020	Communication with opposing counsel re: data return order; revise and edit order and prepare for entry; communication with JSM re: computer inspection issues and order for return of data; trial strategy discussion with KFN and review of Shopsyhear information; discussion of Shopsyhear location other material regarding Randy's fraudulent behavior in other contexts; discussion of how to use Faycurry information at trial.	2.80	\$425.00	\$1,190.00
SM	02/10/2020	Review trial and hearing transcripts; Oram dep transcript and exhibits used at hearing re: IO's statements on computer; compare with Spectrum report re: same; communication with Matthews re; forensic	4.90	\$425.00	\$2,082.50

		search issues; confer with KFN re: trial strategy.			
KFN	02/11/2020	mw steve re slott's findings; update outline for randy's cross; begin outline for jeff seiving cross	1.60	\$575.00	\$920.00
SM	02/11/2020	Review transcripts, exhibits and Spectrum report for information to be used at trial on computer issues with IO; communication with opposing counsel and Spectrum re; release of data.	5.60	\$425.00	\$2,380.00
KFN	02/12/2020	review order from court of appeals dismissing appeal as moot; mw steve; email to clients; call with rich; reiew order to dismiss motion for reconsideration	1.20	\$575.00	\$690.00
SM	02/12/2020	Review order from Court of Appeals; communication with KFN re: same; discuss strategy re: same; communication with opposing counsel and SSS counsel re; order on motion for reconsideration; revise and edit same; communication n with SSS counsel re: strategy following CoA order. Communications with Spectrum re: computer forensics issues.	5.20	\$425.00	\$2,210.00
SM	02/13/2020	Review documents produced by IO for evidentiary hearing but not admitted at evidentiary hearing. Confer with KFN re: trail strategy	1.10	\$425.00	\$467.50
KFN	02/14/2020	call with rich; emails with client; mw steve; trial prep	1.20	\$575.00	\$690.00
SM	02/14/2020	Review documents produced by IO; review former trial exhibits; focus on timeline from July 2016 and IO's knowledge of Lamar application; discuss same with KFN;	5.90	\$425.00	\$2,507.50
KFN	02/17/2020	call with rich; mw steve re next steps; review new exhibits; trial prep; emails with lavasseur;	1.80	\$575.00	\$1,035.00
SM	02/17/2020	Create timeline to track events from July 2016 re: when IO learned of Lamar application; confer with KFN re: same; review documents and prior testimony re: same; e-mail to Rich re: his meeting with Bodman at same time;	5.40	\$425.00	\$2,295.00
KFN	02/18/2020	conference call with rich and steve; call to court re status conference; emails with chris re schmutzler	0.80	\$575.00	\$460.00
SM	02/18/2020	Call with RR re; trial prep issues; meeting with KFN to map out timeline and strategy for trial prep; e-mail with RR re: July 2016 timeline issues; communication with LeVassuer re: same; communication with Bruetsch and Matthews re: computer issue	1.00	\$425.00	\$425.00
KFN	02/19/2020	review motion from breutsh; review final pretrial order; emails with counsel; mw steve	0.80	\$575.00	\$460.00
SM	02/19/2020	Review IO motion to amend;; research re: same; communication with KFN and LeVassuer re: same; communication with JSM re; issues raised by IO on return of data; e-mail to Bruetsch re: same.	1.20	\$425.00	\$510.00

SM	02/20/2020	Draft response to motion to amend and legal research re: same; identify and outline motions in limine.	4.00	\$425.00	\$1,700.00
KFN	02/21/2020	review response to motion to amend; emails with counsel;	0.40	\$575.00	\$230.00
SM	02/21/2020	Draft, revise and edit opposition to motion to amend; review same from SSS'; trial prep discussion with KFN ; organize exhibits we want to use at trial.	3.90	\$425.00	\$1,657.50
KFN	02/24/2020	trial prep; mw steve; emails with rich; numerous emails with chris	3.30	\$575.00	\$1,897.50
SM	02/24/2020	Prepare and organize exhibits for trial; confer with KFN re: same; confer with KFN re witness and subpoena issues; communication with LeVasseur re: SSS witnesses.	5.50	\$425.00	\$2,337.50
KFN	02/25/2020	trial prep; mw steve; numerous emails with rich and steve; review proposed amended complaint from breutsch; prepare for hearing	7.60	\$575.00	\$4,370.00
SM	02/25/2020	Trial preparation exhibits and motions in limine; confer with KFN re: propose amended complaint and compare same with original complaint; communication with client re: motion to amend.	2.90	\$425.00	\$1,232.50
KFN	02/26/2020	prepare for and attend hearing on IO's motion to amend; emails with client; trial prep; review seiving testimony; prepare seiving outline; compile trial exhibits; emails with rich and joe; mw steve; review latest motion re expert's report	5.70	\$575.00	\$3,277.50
SM	02/26/2020	Communication with KFN re: result of hearing on motion to amend; prepare exhibits for trial; confer with KFN re: trial and witness strategy; review motion for extension of time for expert report; e-mail to JSM re: same; e-mail to clients re: same; draft motions in limine.	2.90	\$425.00	\$1,232.50
KFN	02/27/2020	mw steve; emails with bruetsch; review motion; emails with chris	0.40	\$575.00	\$230.00
SM	02/27/2020	Draft motions in limine; e-mails with KFN, MDS and LeVassuer re: same; phone call with JSM re: motion to extend time; e-mails with opposing counsel re: resolving same; e-mails with client and JSM re: resolution of same; organize and add to exhibits; research re: motions in limine;	5.80	\$425.00	\$2,465.00
MS	02/27/2020	Emails re: motions in limine. Review file re: same.	0.20	\$325.00	\$65.00
SM	02/28/2020	Review court order re: extension of time for expert report; review e-mail from LeVassuer re: motions in limine; phone call with Rickert re: Bob Zuver; draft proposed JFPTO.	1.30	\$425.00	\$552.50
MS	02/28/2020	Prepare Motion in Limine.	1.10	\$325.00	\$357.50

MS	02/29/2020	Prepare motion in limine re: inadmissibility of Complaint. Review authority and research re: same.	2.60	\$325.00	\$845.00
Services Subtotal				\$44,177.50	

Expenses

Attorney	Type	Date	Notes	Quantity	Rate	Total
DW	Expense	02/12/2020	Federal Express - Audit Letter to KPMG, LLP	1.00	\$32.63	\$32.63
Expenses Subtotal				\$32.63		
Subtotal				\$44,210.13		
Invoice Discount				10.0% (-\$4,421.01)		
				<i>Courtesy Discount</i>		
Total				\$39,789.12		

Detailed Statement of Account**Current Invoice**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
944	02/29/2020	\$39,789.12	\$0.00	\$39,789.12
Outstanding Balance				\$39,789.12
Amount in Trust				\$0.00
Total Amount Outstanding				\$39,789.12

Operating Account

Date	Type	Notes	Matter	Payments
07/22/2019	Ck. 3688807 Pd. Inv. 400		L125.0003	\$33,913.30
08/26/2019	Ck. 3702619 Pd. on Inv. (457 replaced by 602, 630)		L125.0003	\$29,191.41
09/23/2019	Ck. 3711010 - Pd Inv. 524		L125.0003	\$63,826.96

10/08/2019	Ck. 34533 Pd. on Inv. 630	L125.0003	\$5,500.00
11/04/2019	Ck. 37265582 Paid Invs. 630 & 615 - L125.0003	L125.0003	\$10,029.11
11/04/2019	Ck. 37265582 Paid Invs. 630 & 615 - L125.0003	L125.0003	\$68.49
11/25/2019	Ck. 3734744 Pd. Inv. 656 Billing 10-31-2019	L125.0003	\$47,201.50
12/16/2019	Ck. 3741671 Pd. Inv. 744 Billing 11-30-2019	L125.0003	\$627.00
01/21/2020	Lamar Ck. 3753350 Pd. Inv. 802 Billing 12-31-2019	L125.0003	\$6,862.50
02/24/2020	Lamar Appeal Flat Fee Invs. 896 & 322	L125.0002	\$20,836.00
02/24/2020	Lamar Appeal Flat Fee Invs. 896 & 322	L125.0002	\$9,164.00
02/24/2020	Ck. 3765736 Pd. Inv. 876 Billing 1-31-2020	L125.0003	\$35,184.03

Please make all amounts payable to:
Attlor Law P.C.

Payment is due upon receipt.

EXHIBIT 9

Altior Law P.C.

401 S. Old Woodward, Suite 460
Birmingham, MI 48009
Phone: (248) 594-5252
Fax: (248) 792-2838
www.altiorlaw.com

INVOICE

Invoice # 322
Date: 05/31/2019

Lamar Advertising Company
Kristi Williams contact LamarAP_US@lamar.com

L125.0002 - Appeal

Lamar Appeal

Client Reference Number:

Attorney	Date	Notes	Quantity	Rate	Total
SM					
LD					
SM					
SM					
SM					
SM					
LD					
SM					
LD					
SM					
SM					
SM					
SM					

LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
SM	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
LD	[REDACTED]				
SM	05/15/2019	Communication with Levasseur re: contact from Deepa; review discovery and deposition transcripts re: same; confer with KFN re: same.	0.50	\$375.00	\$187.50

SM	05/16/2019	Conference call with Joe and Rich re: information from Levasseur about Deepa; legal research re: standard for motion to set aside judgment based on fraud on the court.	0.50	\$375.00	\$187.50
LD					
SM	05/28/2019	Phone conference with client re: communication from former IO employee; phone call to LeVasseur re: same.	0.20	\$375.00	\$75.00
SM	05/29/2019	Communication with LeVasseur re: Depa Affidavit; review same; phone conference with client re: same; confer with KFN and MDS re: research re: available options.	0.80	\$375.00	\$300.00
MDS	05/29/2019	Conference with KFN and STM re: research on setting aside judgment based on fraud. Review Appellant's brief on appeal. Research re: motion practice versus independent action to set aside judgment based on fraud.	3.80	\$295.00	\$1,121.00
SM	05/30/2019	Phone call with LeVasseur re: status of affidavit; discuss legal posture and related issues with MDS.	0.40	\$375.00	\$150.00
MDS	05/30/2019	Research re: motion and independent action to set aside judgment based on fraud. Prepare memo re: same. Conference with STM re: same.	4.80	\$295.00	\$1,416.00
MDS	05/31/2019	Research re: motion to set aside judgment for fraud. Prepare memo re: same. Conference with STM re: same.	3.20	\$295.00	\$944.00

Subtotal \$20,836.00

Total \$20,836.00

Payment (02/24/2020) -\$20,836.00

Balance Owning \$0.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
322	05/31/2019	\$20,836.00	\$20,836.00	\$0.00

EXHIBIT 10

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

INTERNATIONAL OUTDOOR, INC.,

Plaintiff,

vs

Case Nos. 2016-155472-CB
2025-217725-CB

SS MITX, PATRICK DEPA,
LAMAR ADVERTISING OF MICHIGAN,
ALTIOR LAW, and STARK REAGAN,

Defendants.

MOTION TO ADJOURN and MOTION TO ENFORCE SUBPOENAS

MOTION TO QUASH and MOTION FOR SANCTIONS

BEFORE THE HONORABLE VICTORIA A. VALENTINE

Pontiac, Michigan - Wednesday, January 14, 2026

APPEARANCES:

For the Plaintiff:

MARK S. DEMOREST (P35912)
Demorest Law Firm, PLLC
415 South West Street, Suite 300
Royal Oak, Michigan 48067
(248) 723-5500

For the Defendants
Lamar Advertising
and Altior Law:

STEPHEN T. MCKENNEY (P65673)
Altior Law, P.C.
401 S. Old Woodward Avenue, Suite 460
Birmingham, Michigan 48009
(248) 372-9885

For the Defendants
SS MITX, Stark Reagan
and Patrick Depa:

CHRISTOPHER E. LEVASSEUR (P35981)
Strobl Stark
33 Bloomfield Hills Parkway, Suite 125
Bloomfield Hills, Michigan 48304
(248) 540-2745

Videotape Transcription Provided By:
Sabrina M. Peckham, CER 8103
About Town Court Reporting, Inc.
248-634-3369

TABLE OF CONTENTS

WITNESSES:

PAGE

None.

EXHIBITS:

ADMITTED

None.

1 THE COURT: Yeah, go ahead.

2 MR. LEVASSEUR: With respect to -- while I do
3 not believe I should be a witness -- with respect to
4 whether it's by Zoom or in-person, I also agree, it's the
5 Court's preference.

6 But in terms of me appearing as a witness, I
7 don't have any personal knowledge about the request for
8 attorney fees. I've never even -- to this day -- I've
9 never read their invoices. So I can add absolutely
10 nothing to it.

11 With respect to the subpoena for my invoices,
12 Mr. Demorest just admitted today during his argument, that
13 he already has Stark Reagan's invoices.

14 So the issuing a subpoena to me to get those
15 again would be inappropriate.

16 And you know, in fact, yesterday, I was -- I
17 received a threat from Mr. Demorest's office regarding my
18 use -- my retaining the records which I did not
19 appreciate, and I thought that was inappropriate.

20 He did not have to include a threat in that
21 letter.

22 THE COURT: I don't know what you're --

23 MR. LEVASSEUR: That's it.

24 THE COURT: -- about. But --

25 MR. DEMOREST: Yeah, may I respond, your Honor?

EXHIBIT 11

OB Companies/Simply Self Stora

Invoice number

60171

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

Note that there
is not any time
or totals for the
work provided

Total Services: \$3,921.00

It is very obvious that this total has been
manipulated and also the invocie has been
modified with entries removed.

Disbursements:

06/30/2019 Photocopy expense

3.75

Total Disbursements:

\$3.75

Note that the numeral 3 is two
different font sizes and also not in
alignment/line with the other numbers

There is no total on any invoice, it has been manipulated
and modified. in all invoices it shows a total owed and
is never separated and invoiced differently. The software
always has the same font size adn alignment is perfect
on all software.

Document Submitted for Filing to MI Oakland County 6th Circuit Court.

Document Submitted for Filing to MI Oakland County 6th Circuit Court.