

**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. 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.,

Defendant.

**LAMAR'S RESPONSE IN
OPPOSITION TO
INTERNATIONAL OUTDOOR'S
MOTION FOR APPOINTMENT
OF DISCOVERY MEDIATOR
OR, IN THE ALTERNATIVE,
FOR LIMITED DISCOVERY**

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**LAMAR'S RESPONSE IN OPPOSITION TO INTERNATIONAL OUTDOOR'S
MOTION FOR APPOINTMENT OF DISCOVERY MEDIATOR OR, IN THE ALTERNATIVE,
FOR LIMITED DISCOVERY**

I. INTRODUCTION

No good deed goes unpunished. Similarly, it seems, no alternative fee agreement goes unpunished. Lamar Advertising of Michigan, Inc. ("Lamar") and its attorneys Altior Law, P.C. ("Altior") agreed, following the conclusion of the first trial in this action, that Altior would pursue an appeal of that verdict on behalf of Lamar. In exchange, Lamar would pay a flat fee for the appeal. Lamar would pay \$15,000 for the appeal, and if the appeal were successful, Lamar would pay Altior another \$30,000. Altior pursued the appeal and because the matter was on a flat fee, it did not send monthly bills to Lamar, it simply charged the \$15,000. But this arrangement has proven fertile ground for International Outdoor, Inc. ("International") to sow baseless conspiracies, like those found in this motion.

Indeed, while the appeal was pending, Lamar learned that and its president, Randy Oram ("Oram") obtained that original verdict through fraudulent conduct. In particular, Lamar learned through non-party witness Patrick Depa ("Depa") (whose knowledge of the facts of the case was covered-up by International and Oram) that Oram had fabricated a lease renewal - the key piece of evidence in the case - lied about mailing the renewal and lied about his computer - which showed evidence of the fabrication of the renewal in 2016. This Court set aside that verdict based on fraud. After a second trial, the jury found that

International had not renewed the lease and had engaged in fraudulent conduct sufficient to support an award of attorney fees against International.

Following a published opinion affirming the jury's verdict (and denial of an application to appeal that verdict to the Michigan Supreme Court) the action returned to this Court on remand for determination of an award of attorney fees.

After over one year of efforts to resolve the issue, this Court conducted a hearing, took testimony and accepted exhibits on the issue of the reasonableness of the attorney fees. The record was closed after the one-day hearing on January 29, 2026. Lamar presented testimony about the flat fee, including testimony that it did not have access to contemporary time records describing the work it did during this time because (1) it never sent Lamar bills for that time; and (2) the software system it used at the time – six years ago – it no longer uses or has access to.

From this dispute over the \$45,000 flat fee (which represents 4% of the total fees claimed in this case) International launches two unfounded attacks claiming that Lamar has withheld evidence. It hasn't. First, "Invoice 896", which International claims was wrongfully withheld, contains time erroneously billed to the wrong subfile; never charged to the client as an hourly fee; and never sought by Lamar as an attorney fee on remand. Second, the statement International claims was belatedly produced is simply a statement of the flat fee (which was previously disclosed) and does not contain any information about the time spent on the case, work performed on the case, or anything impacting the reasonableness of the flat fee.

This motion is not designed to get at the truth of any issue before this Court. It cannot be. The record is closed. Instead, this motion is a fishing expedition. It seeks extraordinary

relief - the appointment of a “discovery mediator” to rummage unimpeded through Altior’s billing software. International does not ask that this mediator investigate information relevant to the number of hours worked and fees charged. Instead, International asks that this “mediator” search for documents to: (1) support an absurd and irrelevant argument about when Depa first contacted Lamar; and (2) provide fodder for a website in which International and Oram peddle baseless slander against Lamar, Altior, and even this Court. This motion lacks factual or legal basis and should be denied.

II. RELEVANT BACKGROUND

A. This Court’s Post-Remand Rulings And Orders

The only open issue before this Court in this action at this time is Lamar’s request for attorney fees as damages for its tortious interference with contract claim. That issue has been before this Court since this case was remanded to this Court by the Court of Appeals and following the Michigan Supreme Court’s denial of International’s application for leave to appeal. Since that time, this Court has made several rulings about the attorney fee issue, including the following rulings relevant to this motion:

- Lamar was ordered to serve International “with an affidavit and supporting invoices that provide sufficient information to determine the nature of the time entry, and the work performed to substantiate its claim for attorney fees and costs as remanded by the Court of Appeals.” (1/30/25 Order at ¶1)
- “International Outdoor’s request that Simply Self Storage’s attorneys (Stark Regan, PC) be ordered to submit their invoices for their work on this matter to this Court is denied.” (2/27/25 Order at ¶4) *see also* (4/27/25 Order Denying International’s Motion for Reconsideration of this order); *see also* (1/20/26

Order) (This Court quashing a subpoena to Christopher LeVasseur requesting the production of these same Stark Reagan invoices).

- In an extensive Opinion on November 13, 2025, this Court determined that “Lamar is entitled to reasonable attorney fees associated with prosecuting its claim against International on the basis that International ‘engaged in fraudulent or unlawful conduct that forced Lamar to prosecute its claim.’” (11/13/25 Opinion at p. 16).
- As a result of that conclusion and given that International had raised objections that “the fees sought by Lamar are unreasonable” this Court concluded “that an evidentiary hearing is necessary to address International's challenge to the fees. The parties should be prepared to present evidence on the allegations of excess/duplicative billing.” (11/13/25 Opinion at pp 17-18); *see also* (1/8/26 Order Denying Motion for Reconsideration of 11/13/25 Opinion).
- Prior to the evidentiary hearing, this Court ruled “that the subpoenas to Kenneth Neuman and Stephen McKenney are quashed to the extent that they request copies of payment records.” (1/21/26 Order at p. 2)
- This Court, on multiple occasions, ruled that Lamar was not required to produce invoices for time and fees it was not asking this Court to award to it. (1/28/26 Order) (“For the entries on the privilege log regarding entries that attorney fees are not being requested, the redactions may remain.” *See also* (2/26/26 Order) (“Altior Law and Lamar shall remove all redactions except for those . . . for which Lamar is not seeking reimbursement. . . IO's request for unredacted time entries on invoices for which Lamar is not seeking payment of attorney's fees is denied.”)

This Court conducted an evidentiary hearing on January 29, 2026. At that hearing, Lamar called two witnesses and introduced three exhibits; International cross-examined Lamar's witnesses and called a witness of its own. (Ex. 1; 1/29/26 Evid. Hrg. Tr. at pp. 1-2) International also admitted two exhibits. (*Id.*). At the close of the evidentiary hearing, International's attorney confirmed that it "ha[d] no further witnesses and would rest." (*Id.* at p. 152). After the hearing, the parties filed post-hearing briefs, which were fully submitted on March 20, 2026.

B. The Factual Issues Raised In This Motion.

1. Invoice 896

In support of this motion, International raises two factual issues. First, International claims that invoice 896 has not been produced and it should have been produced. International is wrong. Invoice 896, which is attached to this response brief as Exhibit 2, contains time entries for which Lamar is not seeking reimbursement. (Ex. 2). In particular, when Altior and Lamar began the flat fee agreement, Lamar kept track of its time in a separate new file, called "Lamar Appeal". *See, e.g.*, (Ex. 3; Invoice 322); *see also* (Ex. 1 Evid. Hrg. Tr. at pp. 72-73). Altior began using this file to keep its time for the appeal flat fee, although it never sent invoices to Lamar detailing the time worked, because that was all covered by the flat fee. (*Id.*). The time from October 2018 until January 2019 was kept on Altior's former billing software, which it no longer uses and no longer has a license to access. (*Id.* at pp. 76-77) Altior began using its current software in February 2019. (*Id.*). Because Lamar was still under the flat fee agreement, the time continued to be recorded but not sent to Lamar because Lamar did not owe Altior anything other than the flat fee. (*Id.*) Altior began

charging on an hourly basis for its time after it learned about Depa on May 15, 2019. (*Id.*); *see also* (1/29/26 Evid. Hrg. Ex. 2 at Bates Page 416); (Ex. 3).

Beginning with the June 2019 bill, Altior began to bill in the original file, charging its standard hourly rate. (Ex. 1 at p. 72). However, the appeal file also remained open and Mr. McKenney inadvertently billed some of his time to the appeal file, not the standard hourly file, between June 2019 and January 2020. (*Id.* at p. 73). To be certain, all of this time related to work on the file regarding the motion to set aside the jury verdict and not the appeal. (Ex. 2). It should have been billed hourly to Lamar but it was not billed that way. (Ex. 2); *see also* (Ex. 1 at p. 73). So, Lamar did not seek payment for that time in its request for attorney fees. Instead, when Lamar paid the \$30,000 success fee on the flat fee appeal in February 2020, Altior recognized the appeal file contained unbilled time. Instead of billing Lamar for the time, given the *de minimis* nature of the time involved (7.7 hours) Altior rolled that time into the flat fee and did not charge an hourly fee to Lamar for that time. Because the time was never billed to Lamar hourly, Altior did not include that time in this request for fees.

2. The December 2018 Flat Fee Statement

International also asserts that Lamar belatedly disclosed its December 11, 2018 Flat Fee “invoice” in violation of a court order. (Ex. 4; the “December 2018 Statement”). While labeled an “invoice” the December 2018 Statement is completely unlike any other invoice created and presented in this case. (*Id.*). It contains no time entries or descriptions of work. Instead, it just identified the amount of the flat fee. (*Id.*). Because the December 2018 Statement did not contain any time entries or information about the number of hours worked tasks performed or fees charged, Lamar did not identify or treat it as an invoice which was required to be produced. Despite identifying the December 2018 Statement,

International offers no explanation as to the importance of this document, how it was prejudiced in not having the document, or how the document relates to any open issue before this Court.

III. ARGUMENT

A. Lamar Did Not Violate Any Order Of This Court.

International claims that Lamar violated this Court's order to produce "all invoices" to this Court for *in camera* inspection, by failing to produce Invoice 896 and failing to produce the December 2018 Statement, But neither of these are "invoices" that this Court ordered to be produced.

First, Invoice 896 was not required to be produced because it was not an invoice for which Lamar was seeking attorney fees. The fees in invoice 8896 were fees mistakenly billed to the wrong subfile and included in the flat fee. (Ex. 1 at pp. 72-73). None of these hours were charged to Lamar and Lamar is not seeking hourly reimbursement for any of these fees. This Court made clear in its January 28, 2026 and February 26, 2026 orders that Lamar was not required to produce invoices "regarding entries [for which] attorney fees are not being requested."

Second, the December 2018 Statement, although colloquially titled an "invoice" is not the type of "invoice" that this Court ordered produced. As this Court stated in its January 20, 2025 order, the nature of the invoices it ordered produced were those "that provide sufficient information to determine the nature of the time entry, and the work performed to substantiate [Lamar's] claim for attorney fees." The December 2018 Statement does none of those things.

International's requested relief is also procedurally and legally unsupported. While International claims that this Court has authority to impose a sanction under MCR 2.313(B) that's wrong because MCR 2.313(B) relates to the imposition of sanctions based on failure "to provide or permit discovery". Here, this Court never issued any order to provide or permit discovery. Likewise, International's claim to the imposition of sanctions as a remedy for contempt under MCL 600.1701 fails because International has failed to follow any of the procedures required by MCR 3.606 (i.e., International failed to file an "*ex parte* motion supported by affidavits " to show cause why a party should net be held in contempt.

Finally, to the extent that International asks this Court to use its discretionary powers to impose a sanction, that authority is tempered by the restriction that such a sanction must be used so that it "promote[s] fairness and justice." *Tolas Oil & Gas Exploration Co v Bach Servs & Mfg, LLC*, 347 Mich App 280, 305; 14 NW3d 472 (2023) (citations omitted). Here, even assuming, *arguendo*, that Invoice 396 and the December 2018 Statement fell within the scope of this Court's January 21 order, the documents have no relevance to the issue before this Court. Invoice 396 describes work done for which Lamar was not billed and does not seek recovery of any fees. The December 2018 Statement contains no description of any number of hours worked or tasks performed by any lawyers. It would have no impact on this Court's analysis of the reasonableness of fees claimed. Indeed, Lamar cannot possibly be basing any of its claimed fees on information not submitted to this Court in the closed record on the reasonableness of its fees.

Finally, context here is also important. Lamar has requested its attorney fees for almost ten years of work on this action. Its counsel has diligently produced hundreds of pages of billing records dating back to 2016. International and its counsel have had

possession of those records for several years with several updates. The issues International raises in this motion have nothing to do with the reasonableness of the hours worked or fees charged. Instead, they have to do with the billing procedure for hours worked when Lamar and Altior were engaged in a flat fee agreement. Lamar has only asked for recovery of the flat fee itself, not for the hourly fee based on the number of hours worked. Further, the flat fee in this action is \$45,000.00 The total fees sought by Lamar are \$1,124,192.01. The flat fee represents 4% of the total fees sought. This is not about “integrity of the judicial system”; it is about International desperately trying to manufacture an issue to forestall this Court’s award of attorney fees.

B. There Is No Factual Or Legal Basis To Appoint A Discovery Mediator

International next asks this Court to appoint a discovery mediator under MCR 2.411(H). This request fails for the primary reason that there is no “discovery dispute” before this Court for which mediation is necessary. This Court has previously denied International’s requests for discovery. The evidentiary hearing in this case is closed and all proofs and post-hearing briefing are complete. There is nothing in this case to mediate.

What this request really seeks is brand new discovery into irrelevant, confidential, and privileged material belonging to Lamar’s attorneys. Specifically, International asks this Court to allow it to have a third-party have free reign to peruse Lamar’s billing software. This is a gross invasion of Altior’s work product, its confidential and proprietary information, to say nothing of the disruption it would cause to a working law firm. International cites no case in which a court has allowed a party against whom attorney fees are sought to inspect the billing software of the law firm that conducted the work in the case. There is no case to support such relief because that kind of order is completely irrelevant to

the issue before this Court. As this court correctly framed the issue in its November 13, 2025 order, the question is whether the hours worked were reasonable and whether the fees charge were reasonable. Lamar submitted invoices for the hours it worked; its attorneys testified about those invoices and they were cross-examined about those invoices. All of the invoices on which Lamar is relying are in the record. Either those invoices are sufficient to support the claimed award or they are not and this Court has to decide that issue. There is no basis to issue an order allowing International or any third party to inspect Altior's billing software.

Of course, this is all a fishing expedition: (1) in search of documents that do not exist; (2) to support a story that did not happen; (3) in service of a legal theory without any basis in the law.

In particular, International is asking for Altior's billing records from October 2018-January 2019, but Altior does not have them because: (1) it did not bill Lamar, because (2) it was under the flat fee agreement and (3) the contemporaneous time records it did keep are on its old billing software, to which (4) it does not have access. If the documents did exist Lamar would have produced them because they would have further supported the time worked on the flat fee agreement was reasonable. But they do not exist, so they cannot be produced.

International wants to use these non-existent documents to support their story that Depa contacted Lamar prior to May 15, 2019. He didn't. Depa testified repeatedly in this case that he attempted to contact Mr. LeVasseur via anonymous letter but did not actually make contact with Mr. LeVasseur until May 2019.

Based on these non-existent facts in this untrue story, International argues that if it can prove that Depa actually contacted Lamar and Simply Self Storage prior to May 2019, this will somehow lead to a different outcome in the underlying case. It won't. The underlying case is done except for this award of attorney fees. Moreover, the notion that Lamar's motion to set aside the judgment was untimely is not supported by MCR 2.612(C)(2) which specifically provides that a motion under MCR 2.612(C)(1)(c) must be brought within one year. Lamar's motion in this case was brought within that timeframe. Lamar was under no obligation to bring it any sooner; so, whether Depa contacted Lamar earlier than May 15, 2019 is irrelevant in any event.

Far from having any legal consequence, this motion's fishing expedition is likely targeted at International's out-of-court efforts to harass and smear the reputations of, *inter alia*, Lamar, Depa, Altior and its lawyers, Simply Self Storage's counsel, and even this court's predecessor, through a series of lies and misleading statements on a website.¹ This Court should not lend any assistance to that effort.

C. This Court Has Three Times Rejected The Request For Stark Reagan's Invoices; It Should Do So Again.

Finally, International requests that this Court require Stark Reagan, the attorneys for SS MITX, LLC ("Simply Self Storage") produce their invoices for the work that they did on behalf of their client. Simply Self Storage is not seeking any award of attorney fees in this case. Thus, this Court has – three separate times – rejected this exact same request from International. (2/27/25 Order at ¶4); (4/27/25 Order Denying International's Motion for Reconsideration); (1/20/26 Order). The fourth request should fare no differently, given

¹ <https://michiganlawfare.com/> (last accessed May 1, 2026).

Simply Self Storage is still not seeking an award of attorney fees. Again, this is just a fishing expedition in which International is in search of filler for its defamatory website.

IV. CONCLUSION

This motion has nothing to do with fully and fairly resolving the narrow issue left before this Court. Rather, it is an impermissible fishing expedition launched for improper purposes. This Court should deny this motion and all the relief requested in it.

Respectfully submitted,

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Dated: May 1, 2026

CERTIFICATE OF SERVICE

I certify that on May 1, 2026, I electronically filed the forgoing paper with the Clerk of the Court using the Court's MiFile TrueFiling System, which will send notification of such filing to the individuals listed on the Case Service List.

/s/ Stephen T. McKenney
Stephen T. McKenney (P65673)

EXHIBIT 1

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

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1 about Mr. Depa from Mr. Levasseur, we took that
2 information to the client and there was a decision made
3 that this is now going to be outside the appellate scope,
4 and so we were going to bill hourly for -- for that work,
5 and I think that started on Oct -- or excuse me, May 15th,
6 2019.

7 Q And -- and either -- it appears like you and Mr. Smith,
8 you -- you billed your time to the 002 appellate matter,
9 but it really should have been billed in the 001 matter,
10 is that what you're saying?

11 A Yeah, it -- it was, and I know there was a -- it was also
12 -- we had switched software at the beginning of the year,
13 so I don't think we had the old file still open to bill
14 to, so we had to put the time somewhere and that's where
15 it was. But there was an agreement with the client that
16 once Mr. Depa came forward, we were shifting out of the
17 appeal flat fee and moving back to an hourly arrangement.

18 Q So -- and for the Court's benefit, when we open the file,
19 each -- each matter is assigned an account number,
20 correct?

21 A Yes.

22 Q And so when we look at page 1, for example, of Exhibit 2,
23 it indicates account numbers L125001, right?

24 A Yes.

25 Q And that was the general litigation file that we billed

1 our hourly fees on this matter, right?

2 A Yes, it was up until we went to the flat fee agreement,
3 yes.

4 Q And -- and when we did that in 2019 -- let me get back to
5 that. We opened a separate -- we opened a separate file,
6 Lamar 002, and we called it appeal, correct?

7 A Yes.

8 Q And that's where the flat fee time was expended?

9 A Yes.

10 Q Except for those few time entries that -- that were
11 mistakenly included in that 002 file that should have been
12 001?

13 A Yes, because we needed to open a new file once we switched
14 the billing arrangement back.

15 Q There you -- that's right, okay, now I -- thank you.

16 Lastly, were there large blocks of time where
17 you had to solely devote to this case because of the time
18 pressures that we talked about previously?

19 A Yes. Like especially during August of 2019. I know there
20 were not many other cases I was able to work on at the
21 time. I think that was true of -- of late October, and
22 then, of course, both sets of trials we did.

23 Q Okay. Now, Mr. Newman asked me some questions about -- or
24 I can't remember if he asked me questions or made -- made
25 an issue that -- that Mr. Matthews didn't appear in person

1 Q And the information that was redacted on invoice 322, that
2 was also work that was done for purposes of the appeal?

3 A I -- I think some of that work that was redacted was --
4 some of it was for a purpose of the appeal, so I think it
5 was around the time the reply brief was being written.

6 Q Well the reply brief I think was in February and I --

7 A Yeah, I --

8 Q -- there was a unredacted version of the dates originally
9 that showed this --

10 A Yeah. I think -- I think the very beginning, and then
11 there -- there was also, you know, other work we were
12 doing with Lamar at the time related to this case, I think
13 it was communications with MDOT or something like that,
14 that we considered to be under the flat fee, and we were
15 not sending them invoices for it.

16 Q Okay. How did you go about compiling Exhibit 3?

17 A It actually was over a number of different occasions. I
18 think the first version of Exhibit 3 I put together was in
19 September of 2021 when we filed our motion for attorney
20 fees. That was kind of the base level because it had all
21 the time from inception of the case through the end of the
22 first trial, August 2021. And then I updated it on a
23 number of occasions within the past year and a half after
24 it came back from the Court of Appeals.

25 Q Did you -- aside from what you -- what did you do to -- to

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?

1 THE COURT: Any other witnesses?

2 MR. NEWMAN: Your Honor, can I have a moment to
3 confer?

4 THE COURT: Sure.

5 MR. NEUMAN: Your Honor, would it be appropriate
6 to allow me to speak to Mr. McKenney by cellphone?

7 THE COURT: Sure. Just mute yourself and I'll
8 have him step in the hall.

9 MR. NEUMAN: Thank you. Thank you, Your Honor.
10 Thank you, Your Honor.

11 THE COURT: You're welcome.
12 Anything else?

13 MR. NEWMAN: I -- I have no further witnesses
14 and would rest.

15 MR. MCKENNEY: Nothing further, Your Honor.

16 THE COURT: Okay. I know you said you wanted to
17 provide submissions. Is that still --

18 MR. MCKENNEY: I think that's best. I
19 definitely want to respond to some of the arguments that
20 were raised in that -- that prehearing brief. I'm -- I'm
21 taking it Mr. Newman wants to respond to -- you know, with
22 some argument based on the evidence that came in today.

23 I don't know, Marc, do you want to -- I mean
24 it's my motion, I got the burden, I can file something and
25 you can respond and I can reply, or we can do a joint --

EXHIBIT 2

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INVOICE

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Date: 02/24/2020

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L125.0002 - Appeal

Lamar Appeal

Client Reference Number:

Attorney	Date	Notes	Quantity	Rate	Total
SM	06/01/2019	[May 31] draft e-mail to clients re: next steps; review MDS memo re: next steps and confer with MDS and KFN re: same; communication with LeVasseur re: affidavit.	1.30	\$375.00	\$487.50
SM	06/02/2019	Review e-mails re: phone conference with Lamar to discuss next steps	0.20	\$375.00	\$75.00
SM	06/19/2019	Discussion with KFN re: result of hearing and discovery plan; review written discovery requests to IO.	1.00	\$375.00	\$375.00
SM	06/27/2019	Draft protective order; e-mails with LeVasseur re: same; e-mails with Patterson re: same; discussion with KFN re: discovery strategy.	2.80	\$375.00	\$1,050.00
SM	07/24/2019	Attend hearing on motion re: protective order; draft order from same.	1.10	\$375.00	\$412.50
SM	09/04/2019	Confer with KFN re: computer inspection issues; e-mails with LeVasseur re: same.	0.30	\$375.00	\$112.50
SM	09/16/2019	Communication with opposing counsel and counsel for SSS re: resolution of attorney fee issue.	0.30	\$375.00	\$112.50
SM	01/31/2020	Review supplemental appellate brief re: computer issues and confer with KFN re: same.	0.70	\$395.00	\$276.50
SM	02/24/2020	Misc. Services- Per Ken	12.94	\$395.00	\$5,111.30
KFN	02/24/2020	Misc. -Services Per Ken	2.02	\$575.00	\$1,161.50
Subtotal					\$9,174.30
Total					\$9,174.30

Payment (02/24/2020)	-\$9,164.00
Credit Note	-\$10.30
Balance Owing	\$0.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
896	02/24/2020	\$9,174.30	\$9,174.30	\$0.00

Operating Account

Date	Type	Notes	Matter	Payments
02/24/2020	Lamar Appeal Flat Fee Invs. 896 & 322		L125.0002 - Appeal	\$20,836.00
02/24/2020	Lamar Appeal Flat Fee Invs. 896 & 322		L125.0002 - Appeal	\$9,164.00
10/19/2020	Payment for invoice #1386		L125.0002 - Appeal	\$1,819.00
11/17/2020	Payment for invoice #1463		L125.0002 - Appeal	\$9,643.00
09/19/2022	Payment for bill #3557		L125.0002 - Appeal	\$5,439.15
02/13/2023	Payment for bill #4130		L125.0002 - Appeal	\$2,627.50
03/13/2023	Payment for bill #4245		L125.0002 - Appeal	\$7,862.50
12/02/2024	Payment for bill #7253		L125.0002 - Appeal	\$1,423.50

**Please make all amounts payable to:
Altior Law P.C.**

Payment is due upon receipt.

EXHIBIT 3

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	02/01/2019	Review IO Brief on appeal.	0.50	\$375.00	\$187.50
LD	02/04/2019	Confer w/STM re: MDOT FOIA request, draft and send FOIA to MDOT	1.20	\$175.00	\$210.00
SM	02/04/2019	Review IO brief on appeal and legal research re: same.	2.40	\$375.00	\$900.00
SM	02/05/2019	Review IO Brief on appeal; draft reply to same; e-mails with client re: same; review JS memo re: same.	4.00	\$375.00	\$1,500.00
SM	02/06/2019	Review IO brief on appeal; e-mail with client re: same; draft reply; legal research.	5.50	\$375.00	\$2,062.50
SM	02/07/2019	Draft reply brief on appeal; phone call with RR; review JS e-mail	4.80	\$375.00	\$1,800.00
LD	02/08/2019	review MDOT FOIA denial, confer w/STM re: next steps, email to Joe Shopshear	0.60	\$175.00	\$105.00
SM	02/08/2019	Draft reply brief; phone conference with client re: same; confer with KFN re: same	4.20	\$375.00	\$1,575.00
LD	02/09/2019	edit FOIA request to MDOT	0.20	\$175.00	\$35.00
SM	02/09/2019	Draft reply brief on appeal	3.00	\$375.00	\$1,125.00
SM	02/10/2019	Draft, revise and edit brief on appeal.	1.50	\$375.00	\$562.50
SM	02/11/2019	Revise and edit brief on appeal; e-mail to client re: same; phone call with RR re: same; confer with KFN re: same.	5.20	\$375.00	\$1,950.00
SM	02/12/2019	Revise and edit reply brief on appeal and prepare same for filing; communication with client re: same.	4.10	\$375.00	\$1,537.50

LD	02/13/2019	review MDOT FOIA docs, confer with STM	1.20	\$175.00	\$210.00
SM	02/13/2019	Review FOIA response from MDOT	0.20	\$375.00	\$75.00
LD	02/14/2019	review client f/u re: MDOT and permit request	0.40	\$175.00	\$70.00
SM	02/14/2019	Communication with client re: FOIA	0.20	\$375.00	\$75.00
LD	02/26/2019	confer w/STM and communicate w/client re: MDOT hearing updates	0.30	\$175.00	\$52.50
SM	02/28/2019	Phone call with counsel for SSS re: evidentiary hearing; e-mail to all opposing counsel re: same.	0.30	\$375.00	\$112.50
LD	03/20/2019	confer w/ STM re: FOIA status, communicate w/client re: hearings, communicate w/MDOT re: same	1.10	\$175.00	\$192.50
LD	03/21/2019	communicate w/MDOT re: administrative hearings progress, confer w/STM, update to client re: same	1.60	\$175.00	\$280.00
LD	03/22/2019	communciate w/MDOT re: administrative hearings	0.50	\$175.00	\$87.50
SM	03/26/2019	Confer with LJD re: communication with MDOT re: status of application for Doris Rd. property.	0.30	\$375.00	\$112.50
LD	03/26/2019	confer w/STM re: hearing status, f/u w/MDOT re: same	0.60	\$175.00	\$105.00
LD	03/28/2019	communicate w/ MDOT re: addit'l FOIA request, draft new request, STM for review	1.10	\$175.00	\$192.50
LD	04/11/2019	emails w/client re: administrative hearing updates, next FOIA request	0.80	\$175.00	\$140.00
LD	04/16/2019	draft and submit new FOIA request, confer w/ STM re: same	1.50	\$175.00	\$262.50
SM	04/16/2019	Discussion with LJD re: FOIA and review same.	0.20	\$375.00	\$75.00
LD	04/29/2019	review documents from most recent FOIA request, confer w/STM re: same	1.80	\$175.00	\$315.00
LD	04/30/2019	confer w/STM re: FOIA, communicate w/clients re: same	1.00	\$175.00	\$175.00
SM	04/30/2019	Review FOIA response and discuss same with LJD.	0.20	\$375.00	\$75.00
LD	05/02/2019	correspondence with MDOT re: additional FOIA documents not included in disclosure	0.40	\$175.00	\$70.00
LD	05/03/2019	confer w/STM re: new FOIA document, update to clients re: same	0.80	\$175.00	\$140.00
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	05/16/2019	conference call re: new evidence w/clients and KFN and STM	0.50	\$175.00	\$87.50
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 Owing **\$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 4

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. I125.0002

RE: Lamar Appeal
Court of Appeals Case No. 345784

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