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 File No: 5815.08  
 Attorneys for Defendants

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF IDAHO**

AHMAD GOLRANGL, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 ROMAR ELECTRIC, INC., and )  
 McALVAIN CONSTRUCTION, INC. )  
 )  
 Defendants. )

Case No: CIV 04-225-S-BLW

AFFIDAVIT OF MARVIN L.  
 DOTY IN SUPPORT OF MOTION  
 FOR SUMMARY JUDGMENT

STATE OF IDAHO )  
 )ss.  
 COUNTY OF ADA )

Marvin L. Doty, being first duly sworn on oath, deposes and states as follows:

1. I am and at all times relevant hereto have been President of Defendant Romar Electric Co., Inc., and as such have personal knowledge of the matters herein stated.

2. Romar Electric does not have, and has never had, a relationship with McAlvain Construction other than as a subcontractor. There is not and never has been any sharing with McAlvain Construction Co., Inc., or any other entity, of ownership or operation of Romar

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Electric Co., Inc. There are no common offices or record keeping, and no shared bank accounts or equipment. There is no financial control by McAlvain over Romar or vice versa. There is no common management, common directors or boards. There is no shared control by McAlvain Construction Co., Inc., of labor relations or other matters involving the terms and conditions of employment of the employees of Romar Electric Co., Inc. At no time has McAlvain Construction Co., Inc., exercised any control over the actions, compensation or terms or conditions of employment of employees of Romar Electric Co., Inc., including the Plaintiff. Romar's field employees are represented by a union; McAlvain is an open shop.

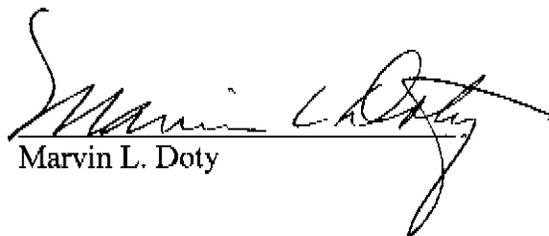
3. All electricians employed by Romar Electric Co., Inc., are and have been referred to Romar by the union pursuant to a collective bargaining agreement with the IBEW.

4. On September 12, 2003, it was reported to me by Kurt Carlson that Plaintiff Golrangi had interfered with the work of another trade on the construction project to which Mr. Golrangi had been assigned by Romar. On that same date I made the decision to terminate Mr. Golrangi's employment with Romar because of this interference and because of his rudeness to managers on the job. Mr. Golrangi was informed of his termination on September 15, 2003.

5. I did not learn about the alleged statement by an employee of McAlvain Construction until after the Plaintiff had been terminated. No one at McAlvain Construction instructed or directed me to terminate Mr. Golrangi.

6. I did not speak to any employee of McAlvain Construction before or after making the decision to terminate the Plaintiff from employment for interfering with the work of another trade.

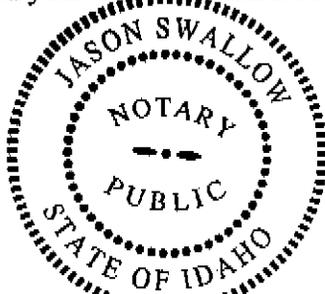
Dated this 26 day of August, 2004.

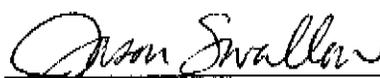
  
Marvin L. Doty

STATE OF IDAHO            )  
  )ss.  
County of ADA            )

On this 26<sup>th</sup> day of August, 2004, before me a notary public, personally appeared Marvin L. Doty personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

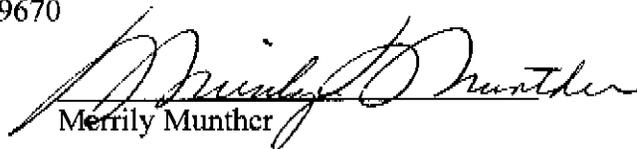


  
Notary Public for Idaho  
Residing in MERIDIAN  
My Commission Expires 8/2/2010

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on the 1<sup>st</sup> day of ~~August~~ September, 2004, caused a true and correct copy of the foregoing to be forwarded with all required charges prepaid, by the method(s) indicated below, in accordance with the Rules of Civil Procedure, to the following person(s):

Chris Kronberg, Esq.	Hand Delivery	_____
Bowen & Bailey, LLP	U.S. Mail	<u>X</u>
P.O. Box 1007	Facsimile	_____
Boise, Idaho 83701-1007	Overnight Mail	_____
Facsimile No. (208) 344-9670		

  
Merrily Munther