

CONFIDENTIAL ATTORNEY WORK PRODUCT

Deposition Summary, Volume 1
of

Alan Boyd

Taken Friday, April 14, 2003

Zeller v. Welding Construction Inc. et al.
Case No.: BC 777777

<u>PAGE:LINE</u>	<u>SUBJECT/EXHIBIT</u>	<u>SUMMARY</u>
		EXAMINATION BY MR. HOOVER
5:19 6:14	Exhibit 1: Subpoena Personal details	Boyd's home and business address is 4903 Nearglen Avenue, Covina, CA 94114. He is unmarried.
6:15 7:19	Education and qualification	Boyd attended a normal high school in Russia and at the same time also attended a four-year art school. This was followed by six years at the Russia Architectural School. He is a qualified architect in Russia but the qualification is not valid in the US.
7:20 12:4	Employment history in Russia	Boyd had worked as an official architect in Zvenigoroj from 1989, becoming chief architect (a mainly administrative post) six months later. In 1991 he joined Mosgrajdan (which is the Moscow Residential Building Design Institute). He liked this position because he was at last doing a real architect's job, and remained there for some three years before moving to the US in November 1993.
12:5 13:24	Employment history in the US	Boyd's Russian master's degree is not recognized in the US and he would have had to pass nine tests to qualify as an US architect. He did not consider it worthwhile and consequently he is not licensed as an architect in the US. He had arrived as a tourist but obtained an H-1 work visa within six months by working for design company Covina Enterprises in West Covina, where he did very small drafting jobs and received informal training. After six months he moved to Favre Associates of Santa Monica, where he did drafting work on subdivisions the firm was designing. He did no design work himself.
15:22 16:9	Lack of architectural training	Boyd had followed no educational courses in architecture in the US and received no formal in-service training.

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| 16:10 | 18:1 | Self-employment as an architectural designer | Boyd had been laid off by Favre, along with others, in 1995. Unable to find a job, he began designing houses under his own name. He designed about 20-30 individual houses in Los Angeles County between 1995 and 2001. |
| 18:2 | 19:5 | Ownership interest in homes he designed | Five or six of the 20-30 homes had been built on spec by Boyd as owner/builder. He had sold them all on except for one that he had kept as his own residence. He had then built another house as owner/builder, but both that house and his own home had been foreclosed on while he was in hospital following an accident. |
| 19:6 | 21:17 | Project financing | Boyd had obtained construction loans from the now defunct Capital Financing of Santa Monica. There were also some private investors, people who had their own construction loans or where putting in their own money. |
| 21:18 | 23:13 | Contact with Rivera and Mahoney | Mr. Brattan had not put Boyd in contact with Martin Rivera or Dan Mahoney. He had met Mahoney when he had been building the house next door to Mahoney's property. This house (3747 Sunny Hill Road) was one of Boyd's spec homes, built with a construction loan in his own name from First Home Mortgage. He had met Rivera through Mahoney. |
| 23:14 | 23:23 | Homes not for own Occupation | None of the homes Boyd built had been intended for his own occupation. One house (on Stallion Lane) could not be sold due to a downturn in prices so he had kept it as his own home rather than leave it standing empty. |
| 23:24 | 26:9 | Building a house for Mahoney | Mahoney discussed having Boyd build him a house and visited his Lakeview Place project to assess the quality of his work. The resultant house at 24 Lakeview had been sold on without Mahoney ever living in. Mahoney got a construction loan, probably jointly with his wife. Boyd never had any ownership interest in this house. |
| 26:10 | 28:23 | Boyd's role in the Mahoney project | Boyd's had designed the house and scheduled the work of the subcontractors. Mahoney entered into contracts with the subcontractors and wrote the checks. Boyd's supervision concerned the major features of the design, not the type or quality of minor details such as flashing. He assumed that subcontractors knew what to do. |

- 28:24 30:10 Differences between Mahoney's project and Rivera's
The purchaser who had bought Mahoney's house before completion specified a different deck design. Boyd did not design the revised deck but was aware of the detail and saw the construction. Because of the different design, the ex-Mahoney house did not have leakage problems, whereas Rivera's did.
- 31:9 32:6 The design phase
Boyd met with the Mahoneys on many occasions to discuss floor plans and other details. Mahoney picked out his own lot on the subdivision and paid for it before construction. Boyd was not involved with the lot purchase.
- 32:7 36:17 Cost of Mahoney's design
Boyd had quoted an overall cost to come within Mahoney's loan figure, based on the historical costs of homes he had built rather than on square footage. The final cost had risen to \$300,000 plus the land costs. Some items were over budget but he could not recall what they were. The new owner wanted some items upgraded and paid for them as they were installed, helping Mahoney stay nearer his original budget.
- 36:18 39:19 Other projects with Mahoney
Boyd had built at least one other house for Mahoney, on lot 4 in Fall Glen. There had been one other investor in the property, a Latvian friend. Boyd had lost contact with him when he was in hospital and the 40-50% completed project was turned over to another contractor to finish. The Fall Glen house had been resold by Mahoney. Boyd did not "take the liberty" of enquiring whether a house is intended for occupation or resale. A further Mahoney project is currently being built.
- 39:20 41:22 Boyd's fee structure
There was a flat fee structure with Mahoney but it included incentives and penalties. If the project went over budget, Boyd had to share the financial disadvantage and not pass it all on to Mahoney. The same fee structure applied to Rivera's house, which had been nearly complete at the time of the accident. Boyd had spent eight months in hospital, the first two months unconscious, so his memory of precisely how things stood immediately prior to the accident was unclear.

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