

Barry L. Bookman

593 Willow Ct.
Benicia, CA 94510
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Baryb@aol.com

RESUME

I have worked in the automotive industry for over 25 years, starting as an entry-level mechanic and working my way to management. I currently offer my services as a consultant and expert witness primarily in the areas of shop and labor practices, automotive repairs and maintenance, and regulatory compliance. In 2003, I fulfilled a lifelong goal and graduated the Police Academy at Napa Valley College. Not wanting to be a full-time police officer, I returned to the automotive industry. I also chose not to return to management as I wanted more flexibility to be with my family and offer my services as a consultant. My work history follows:

Employment History

- | | |
|-----------------|--|
| 08/14 - Present | <u>Semi-Retired</u> |
| 2001 - Present | <u>Consultant and Expert Witness</u>
Automotive issues, primarily shop and labor standards, automotive practices and regulatory compliance. |
| 09/03 - 08/14 | <u>Service Advisor (and acting Service Manager from 7/09 to 09/10)</u>
Michael Stead Chevrolet Cadillac
2390 North Main Street
Walnut Creek, CA 94596
925-934-9300 |
| 1/03 - 7/03 | <u>Attended/Graduated Police Academy</u>
Napa Valley College – Criminal Justice Training Center
2277 Napa Vallejo Highway
Napa, CA 94558
707-253-3255 |
| 8/01 - 11/02 | <u>Service and Body Shop Manager</u>
Napa Chrysler Jeep Dodge
333 Soscol Ave.
Napa, CA 94559
707-224-3166. |

Employment History (continued)

9/00 - 6/01 Parts and Service Director (over two dealerships) for Sonic Automotive
 - First Dodge of Marin, CA
 601 Francisco Blvd East
 San Rafael, CA 94901
 415-258-4900

 - First Ford of San Rafael, CA
 619 Francisco Blvd. East
 San Rafael, CA 94901
 415-453-8501

5/00 - 9/00 Service Manager
 Turner Nissan
 1761 Fulton Ave.
 Sacramento, CA 95825
 916-488-5400

8/99 - 5/00 Service Manager
 Michael Stead's Hilltop Chrysler Plymouth Jeep
 3291 Auto Plaza Dr.
 Richmond, CA 94806
 866-906-1627

3/99 - 8/99 Service Advisor
 Vacaville Dodge Chrysler Plymouth Jeep
 681 Orange Drive
 Vacaville, CA 95687
 707-449-8900

9/95 - 3/99 Service Manager
 Service Advisor
 Michael Stead's Walnut Creek Jeep Eagle Olds GMC
 2404 North Main St.
 Walnut Creek, CA 94596
 888-551-8603

9/86 - 9/95 Service Manager
 Service Advisor
 Shop Foreman and Technician
 Lloyd Wise Nissan Honda Olds GMC
 10550 International Blvd.
 Oakland, CA 94603
 510-638-4800

Certifications and Industry and Community Involvement

- ABYC Marine Corrosion Certification - (pending)
- ABYC Certified Marine Electrician - 2016
- FCC Amateur Radio License – General Class - 2016
- GM Professional Service Guild - Gold and Platinum Level Certified
- Ranked 1st of 1,679 Western Region Chevrolet/Cadillac Service Consultants for training and customer service satisfaction - 2004
- Police Officers' Standards and Training Certified - July 2003
- Chrysler New Dealer Conference, Troy, MI – Attendee, 2000
- OSHA Regulatory Seminar, Pleasanton, CA – Attendee, 2000
- Chrysler Warranty Conference, Detroit, MI – Attendee, 1999
- Gold Certified Service Manger – Chrysler, 1999
- Nissan Master Technician, 1993
- Automotive Apprenticeship Certificate of Completion - Chabot College, 1990
- Trustline Registered with California Dept. of Health and Human Services (Registry #N6574781)
- Benicia Emergency Response Team Member
- State of California Dept. of Justice Firearms Safety Instructor
- Certified National Rifle Association Instructor (rifle/pistol/personal protection)
- Certified National Rifle Association Chief Range Safety Officer

Principal Duties and Skills

- Supervise and direct employees.
- Resolve customer concerns and complaints.
- Implement employee guidelines to better serve customers.
- Implement follow-up procedures to improve CSI.
- Plan and implement all service advertising.
- Track and schedule technician training.
- Schedule safety meetings, perform shop inspections and effect repairs to keep the shop a safe working environment and in full compliance with OSHA requirements.
- Track advisor and technician productivity, counsel and train when required.
- Implement corporate, dealer, and governmental policies, procedures and regulations for service advisors and technicians.
- Hire, motivate, discipline, counsel and terminate employees when necessary.
- Fluent with Reynolds & Reynolds® computer systems, as well as Word and Excel programs.

References available upon request.

Barry L. Bookman

Automotive Consulting & Expert Services AGREEMENT

THIS AGREEMENT FOR CONSULTING and EXPERT WITNESS SERVICES (“agreement”) constitutes the contract by which Barry L. Bookman (“consultant”) will provide automotive consulting and expert witness services to _____ (“attorney”) on the following terms.

1. INITIAL REQUIREMENT

This agreement will not take effect, and consultant will have no obligation to provide consulting services, or other related work, until consultant receives a signed copy of this agreement and any initial deposit (retainer), if any is called for under paragraph 4, from attorney.

2. SCOPE OF SERVICES

Attorney is hiring consultant as his/her investigator, automotive expert and/or consultant to advise attorney and to represent him/her with regard to

Consultant will provide these personal consulting services as reasonably requested and required to fulfill the verbal and written requests of attorney, as called for and directed by said attorney. Consultant will take all reasonable steps to keep attorney informed of the progress of any investigation or advice to date in consultation on the issues presented, and respond to all inquiries of the attorney, either verbally or in writing as directed. Consultant will keep all documents, notes and memoranda in his office, and provide the originals of such documents to attorney, only upon written request. All said materials, documentation and information is confidential, performed for the work-product of attorney, and will not be revealed to any third party without court order, and advance written notice to attorney. If a court action is filed, consultant will be present, upon request, throughout the trial and pre- or post trial motions. Unless a different agreement is made in writing, or this agreement is amended in writing by both parties, this agreement will govern all future services by consultant for attorney.

3. ATTORNEY’S DUTIES

Attorney agrees to cooperate fully with the requested investigation and consultation to be performed by consultant and to keep consultant informed of all developments, to abide by this agreement, and to pay consultant’s bill upon receipt.

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4. DEPOSIT/RETAINER

Attorney agrees to pay consultant an initial deposit of \$1000.00 upon retaining consultant's services. Consultant's hourly charges and costs will be credited against the deposit/retainer, and at the conclusion of all services performed if there is a balance, the balance shall be refunded to the attorney. Attorney authorizes consultant to use the fund created to pay for consultant's fees, and any other charges consultant may reasonably incur, as described herein.

5. CONSULTING FEES AND BILLING PRACTICES

Attorney agrees to pay for the automotive consulting services rendered at the rate of \$350.00 per hour for consulting, research, travel time (both local and out-of-town) and \$450.00 per hour for court appearances (including waiting time) or deposition testimony. Attorney will be charged a four-hour minimum for court appearances. Times will be rounded to the nearest .25 hour. This rate is subject to change on sixty (60) days written notice. If attorney declines to pay for any service at the increased rate, consultant has the right to withdraw from any future services.

Consultant will charge for the time spent on telephone calls relating to the matter assigned, including calls with attorney, or any court personnel, other witnesses, or any other person directly involved in the performance of said services.

Consultant will charge for any special secretarial service fees incurred as well as for telephone, fax, photocopying and related business expenses.

6. COSTS AND OTHER EXPENSES

A. In General

Consultant may incur various costs and expenses in performing the automotive consulting services under this agreement. Attorney agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly incurred include parking and bridge tolls, service of process fees, fees fixed by law or assessed by any public agency in the collection of information and/or records, messenger and delivery fees, photocopying and reproduction costs, telephone or facsimile charges, and the expense for word processing services.

B. Travel

Attorney agrees as part of these fees, to pay for all transportation costs, tolls, parking fees, meals, out-of-town lodging and any other costs of any necessary trip. If traveling by personal vehicle, mileage shall be charged at the rate of 65 cents per mile.

C. Printing and Electronic Media

Printing of reports and other documents will be charged at 30 cents per black and white page, and \$1.00 per color page. CDs will be charged at \$3.00 each.

7. BILLING STATEMENT

Consultant will send attorney monthly billing statements for all fees and costs incurred which are due upon receipt. If the deposit/retainer is depleted, billing may include demand for a new deposit/retainer equal to a two-month average of prior bills.

8. DISCHARGE AND WITHDRAWAL

Attorney may discharge consultant at any time. Upon discharge all monies due shall be paid immediately. Consultant may withdraw at any time and shall immediately

return any monies held as a deposit/retainer that are not required to make payment on any outstanding fees or costs to the date of such withdrawal.

9. EFFECTIVE DATE

This agreement will take effect when attorney has performed all the conditions stated in paragraph 1, but its effective date shall be retroactive to the date consultant first performed any services on attorney's behalf with respect to the matter stated in paragraph 2. Even if this agreement does not formally take effect, attorney will be obligated to pay for any and all costs and services incurred and reasonably expended or performed by consultant based on the oral requests of attorney.

10. SOLE AGREEMENT

This document contains the entire agreement between the parties relating to the parties' rights and obligations, and both parties, by this agreement, represent that no oral statements or modifications concerning this agreement shall be of any force or affect whatsoever. Any and all such modifications must be in writing and signed by all parties.

Barry L. Bookman

Law Offices of _____

By: _____

Location & Date: _____