# Peter Flanner President,

TIRExpertise Inc.

## Tire Consultancy and Failed Tire Analysis.

104,Bluebelle Drive, Madison, AL,35758.

Phone/Fax (256)772 – 4971 Cell (256)655 – 3465

eMail; plflanner@AOL.com.

### **Work Experience**

45 years experience – 18 in the U.K. and 27 in the U.S.A. in a wide variety of Technical positions covering:-

\* Tire Engineering/Development \* Tire Testing \* Field/Customer Service and \* Product Performance Analysis for most tire products.

2004 – Date. Madison, AL.

Established *TIRExpertise Inc.* specializing in Tire Consultancy and Failed Tire Analysis.

1999 – 2003 GDTNA Huntsville, AL.

Manager, Product Evaluation.

Managed all Compliance testing of Huntsville – made tires to Federal Regulations and Internal requirements.

1997 – 1999 Dunlop Tire Corp. Huntsville, AL.

Senior Tire Development Engineer.

Developed Passenger & Light Truck tires to stringent Performance & Quality standards.

1994 – 1997 Dunlop Tire Corp. Huntsville, AL.

Manager, Tire Product Performance Analysis.

Managed a team charged with identifying tire performance anomalies and initiating corrective action.

1992 – 1994 Dunlop Tire Corp. Los Angeles, CA.

Product Support Manager.

Responsible for Technical Contacts with major O.E. Customers – Honda/Acura, Nissan/Infiniti, Toyota/Lexus, Isuzu, Boeing & McDonnell Douglas for Passenger Car, Light Truck, Medium Truck, Industrial & Aircraft tires.

1989 – 1992 Dunlop Tire Corp. Buffalo, NY.

Senior Tire Development Engineer.

Developed Medium Radial Truck tires for the North American market.

1985 – 1989 Dunlop Tire Corp. Buffalo,NY.

Manager, Technical Consumer Services.

Responsible for managing DTC's Field Adjustment & Analysis, Product Service and Consumer Affairs activities for all tire products e.g. Motorcycle, Passenger Car, Light & Medium Truck tires.

Established Tire Support effort for Jaguar IMSA Racing team.

Represented Dunlop World Aviation interests in Tire & Rim Association Aircraft Tire Sub-Committee & participated in RMA/SAE establishment of ARP4834 Aircraft Tire Retreading Practice for Bias and Radial Aircraft tires.

1982 – 1985 Dunlop Tire Corp. Buffalo, NY.

Manager, North American Tire Development Group.

Responsible for the transfer of Medium Radial Truck Tire Technology into DTC's operations and extending Field Service activities to include these Products.

1976 – 1981 Dunlop Tire Corp. Buffalo,NY.

Technical Liaison Officer.

Continuing participation in the effective transfer of Radial Tire Technology into DTC's Development Group and Huntsville Plant.

Organized and managed Field/Customer Service activities for imported vehicles fitted with Dunlop tires e.g. Toyota, Honda, Nissan, Jaguar, Rolls-Royce, Lotus, Mercedes, Porsche, BMW, Audi, Volkswagen.

1969 – 1976 Dunlop UK Ltd. Birmingham,UK.

Senior Technologist, Overseas Tire Technical Dept.

Responsible for the provision of Design, Process and Manufacturing information to Dunlop's Overseas Plants for all tire products: this included a 2 year Special Assignment to transfer radial tire technology from Dunlop's European Plants to Dunlop Tire Corp.'s facilities.

1962 – 1969 Dunlop UK Ltd. Birmingham, UK.

Technologist, Tire Testing.

Responsible for developing specialized testing procedures and associated equipment for evaluating special properties of tires e.g. Cornering Behavior, Wet Grip, Rolling Resistance, High Speed performance for car, motorcycle and racing tires.

1958 – 1962 Dunlop UK Ltd. Birmingham, UK.

Joined Dunlop UK at their World Technical Headquarters in Birmingham in their Tire Technical Intake Program – a 3year course which included exposure to most aspects of tire design, process, manufacture and quality assurance together with opportunities for further education.

#### Education & Training.

- General Certificate of Education in Mathematics, Physics, English, French & German.
- Higher National Certificate in Applied Physics.

Microsoft Office Classes.

QS 9000,ISO 9001:2002,TS 17025,ISO 14001.

Coopers & Lybrand – Excellence Through Teamwork (ETT).

#### Testimony List.

01/2005 Wiest vs. Bridgestone/Firestone – Dale Haralson, Arizona. Deposition.

05/2005 Kirkland vs. Sam's Club – William Frates II, Florida. Deposition.

06/2007 Brown vs. Sam's Club – William Frates II, Florida, Deposition.

11/2007 Allen & Montgomery vs. United States of America-J.C.Sparrow, Alabama, Deposition

01/2008 Brown vs. Sam's Club – William Frates II, Florida, Deposition.

02/2008 Allen & Montgomery vs. United States of America-J.C.Sparrow, Alabama, Testify-Federal Court.

09/2008 Ghani vs Boulevard Tire et al.-Mark Burton, Florida. Deposition.

12/2008 Luther Henson vs Walmart – D. Yarborough. South Carolina, Deposition.

08/2009 Prince vs MNA et al.-S.Gorney, Kansas, Deposition.

11/2009 Gonzales vs FRL Automotive-J.Dwyer, Florida. Deposition.

11/2009 Ostrander vs MNA-T.McElroy, Texas. Deposition.

11/2009 Ghani vs Boulevard Tire-M.Burton, Florida. Testify Trial.

01/2010 Traylor/Yarborough vs BSFS-J.Simon, Missouri. Deposition (1).

02/2010 Traylor/Yarborough vs BSFS-J.Simon, Missouri. Deposition (2).

05/2010 Nguyen vs DV Tires/Big O-L.Langley, Arizona. Deposition.

05/2010 Ostrander vs MNA.T.McElroy, Texas. Testify-Federal Court.

Signed:		<u></u>
Date:	·····	·····

## TIRExpertise Inc.

# Tire Consultancy and Tire Failure Analysis PETER.L.FLANNER PRESIDENT.

104,Bluebelle Drive, Madison.Al. 35758 Phone/Fax: (256) 772-4971 Cell Phone: (256) 655-3465 E-mail: plflanner@AOL.com

#### **Professional Services and Fee Schedule**

## **Charges:**

Charges are made in quarter (1/4) of an hour increments and include time spent during office consultations, review of records and other materials, tire, rim and vehicle inspections, research, preparation of reports and telephone conversations.

Due to the diverse nature of each case, I cannot predict or guarantee total fees. Billing will depend on the amount of time spent on the case and other expenses.

For depositions, trials, and hearings, a minimum of four (4) hours, excluding travel time, will be charged. Time in excess of four (4) hours will be charged as incurred, plus expenses

Invoices for travel expense, such as air fares, car rental, personal automobile mileage, parking, meals and accommodations, will be invoiced separately.

## Expenses:

Travel: Personal automobile mileage is billed at \$0.55 per mile or the current IRS allowance, travel from the office plus tolls and parking charges.

Office: Regional and long distance telephone, document reproduction, photographic work, postage, express mail and shipping charges will be charged and invoiced as incurred.

Research: On-Line search fees, article retrieval and other data base information will be charged and invoiced as incurred.

## TIRExpertise Inc.

#### Fees:

Time to review case materials, physical evidence and report generation	\$250.00/hr.
Preparation for deposition and/or trial	. \$250.00/hr.
Time for testifying at depositions, trials, etc. (4 hour minimum)	. \$250.00/hr.
Travel time (Portal-to portal).	\$250.00/hr.
New client, initial case review, ½ hour	No charge

#### Invoices:

Invoices may be sent periodically to the client, and are due within thirty (30) days of receipt. Outstanding balances over thirty (30) days are subject to a monthly 1.5% interest charge and a \$25.00 rebilling fee. If payment is further overdue, I without liability, may withhold delivery of reports, and may suspend performance of my obligation to a client pending full payment of all charges.

All charges are in US \$.

#### Retainer:

A non-refundable \$1,500 retainer fee and signed fee schedule is required.

## Responsibility for Payment:

Billing is <u>not</u> contingent upon the findings and/or conclusions reached or the outcome of your litigation. Responsibility for payment is that of the client (law firm, insurance company, etc.) engaging my services and is not contingent upon the client's contractual agreement(s) with plaintiff/defendant and/or case status. The client is responsible for paying the fees even if the case is not favorable. All outstanding invoices for all work must be paid before the time of deposition and/or trial. Responsibility for notification of settlement of a matter is that of the engaging client. All charges incurred to the time of notification of settlement of a matter is that of the engaging client. Lack of notification will not obviate charges incurred even if disbursements related to the matter have been made.

In the event it becomes necessary for me to retain the services of an attorney or collection agency for collecting outstanding fees or any breach of this agreement, the client agrees to pay the fees and costs incurred in enforcing this agreement.

# TIRExpertise Inc.

## Modifications to the Agreement:

All modifications or waivers must be agreed to and confirmed in writing.		
I have read the Professional Service and Fees Agre therein.	ement. I understand and agree to the terms contained	
The Client:	Received by Peter L.Flanner.	
Signed:		

Rates effective 1/1/2012.

Tax I.D. 75-3142037