

Thomas J Brewer, Esq.

Bainbridge Island, Washington

Primary Areas of Expertise

Commercial/business contracts. Energy arbitrations. Intellectual Property. Commercial Healthcare Commercial Construction International

Current Employer-Title

Independent Arbitrator

Profession

Arbitrator

Work History

Sole Practitioner, ADR Neutral, 2000

- Present; Attorney, Wickwire Greene Crosby Brewer & Seward, 1994

- 2000; Attorney, Heller Ehrman White & McAuliffe (including predecessor firm acquired by merger), 1975

- 1994.

Experience

Selected by Best Lawyers as Lawyer of the Year for arbitration in Seattle in 2015, 2017, 2019 and again for

Experience

includes both domestic and international commercial arbitrations, with over 350 appointments as panel chair, panel member or sole arbitrator, mainly in the following areas: BUSINESS AND COMMERCIAL: Served as an arbitrator in many cases involving interpretation or enforcement of commercial contracts, including disputes relating to LLC's, partnerships, joint venture and joint operating agreements; sales of businesses, asset purchases and post-closing disputes; international trade, disputes involving emerging companies, product sales, distribution, warranty and licensing issues; commission disputes; construction cases; insurance coverage disputes; commercial real estate, rent re-set, appraisal and valuation disputes; and many other kinds of business agreements. The cases have involved many different types of industries and businesses, including aerospace, airline, apparel, beer, wine and spirits distribution, commercial healthcare, commercial real estate, construction, energy, environmental, casino/gaming, investment and financial firms, manufacturing, mining, pharmaceutical, pipeline,

Profession

al sports, railroad, satellite, seafood, soft drink bottling, technology and telecommunications. Member ENERGY, OIL & GAS, ELECTRIC POWER: Oil and gas arbitrations have included participation agreement, area of mutual interest, marketing and trading, pipeline, refinery, natural gas gathering, treating, processing, transport and sales, contract interpretation, royalty, production curtailment, joint venture, marine fueling terminal/tank farm, asset purchase, petrochemical, sale of business and valuation disputes.- Electricity arbitrations have included numerous power purchase agreements, tolling, transmission, joint operating, co-generation, PURPA, ISO/RTO, contract interpretation, wind, solar and photovoltaic projects, biomass, steam supply, project development and other types of disputes and agreements. Substantial

Experience

in cases involving long-term purchase and supply agreements, and in cases involving coal commercial cases. @@Mediator

Experience

@@ Mediation Panel

- Commercial. Served as a mediator in over 700 cases involving the types of disputes listed above. The amounts in dispute have ranged from small cases affecting individuals to nine-figure disputes involving large companies and/or units of government. International arbitrations and mediations have included Austrian, Australian, Belgian, Bermudan, Brazilian, British, Canadian, Cayman Island, Chinese, Danish, Dubai, Dutch, French, German, Italian, Israeli, Japanese, Korean, Mexican, New Zealand, Peruvian, Saudi Arabian, Swedish, Swiss, Thai and U.S. parties. Examples include an action by a software company alleging violations of Washington's Commercial and Electronic Mail and Consumer Protection

Acts by a company alleged to be the world's largest spammer; a dispute between a German manufacturer of designer clothing and two prominent Northwest retailers involving antitrust, breach-of-contract, and business tort allegations; a dispute between an Indian tribe and a supplier of electronic gaming equipment relating to a casino project; a dispute between Japanese and Canadian parties involving patent, antitrust and reverse-engineering allegations relating to commercial printing presses; a dispute between German and U.S. parties arising out of the sale of a paper mill; a dispute between U.S. and Taiwanese parties relating to a military procurement contract; a dispute between a seller and purchaser of allegedly defective SRAM memory modules; a dispute between U.S., Australian and New Zealand parties involving alleged breaches of a licensing and manufacturing agreement, misuse of trade secrets and failure to pay royalties; an energy contract dispute between a federal agency and a public utility involving alleged breaches of a long-term (20 year) electric power supply contract; a contract dispute involving alleged breaches of a highly-compensated executive's separation agreement MFN provision due to payments to others; a contract dispute between a commercial airplane manufacturer and a parts supplier over pricing of spare vs. production parts; a dispute between Chinese and U.S. participants arising from performance of a high-risk oil and gas farmout arrangement in an Asian republic; a multi-party dispute between Canadian and U.S. parties relating to sale of a paper mill and attendant indemnification for environmental liabilities; a multi-party federal court dispute involving securities, tort and legal malpractice claims relating to an urban redevelopment bond issue; an international trademark dispute between a U.S. manufacturer of fishing rods and an Asian manufacturer of ski apparel; and a dispute related to construction of a gas-fired electric power generating plant, among many others. Selected by Best Lawyers as Lawyer of the Year for mediation in Seattle in 2020 and again for 2022.

Representative Issues Handled as a Mediator

Some specific examples include an international mediation between parties to a participation/earn-in agreement providing for seismic and subsequent development of Alaska North Slope oil and gas leases; a commercial health care (payor-provider) dispute involving a group of hospitals in Hawaii; a suit between the owner and anchor tenant of a shopping center over allegedly improper CAM charges; a dispute between two Midwestern generation and transmission cooperatives over disputes arising under a cost-sharing of the sale of a paper mill.

Mediator Style & Process Preferences

The parties decide, and control, whether the dispute can be settled. My role, as the neutral mediator, is to do my best to help the parties as they negotiate with one another. This requires listening, understanding goals and objectives, offering help and recommendations as the parties work through the bargaining process, and, perhaps above all, imagination and persistence. The mediation process works best when the parties come to it with (1) a good-faith desire to settle the case on reasonable terms, (2) willingness to include the actual decision-maker(s) in the mediation team, (3) a recognition that the purpose of the mediation is not to try the case but rather to explore whether it can be settled on acceptable terms and (4) willingness to put a specific proposal(s) on the table, and consider counter-proposals from the other side, intended as a serious effort to resolve the dispute by agreement. Recent (pandemic-necessitated) videoconferencing innovations make the process more accessible, convenient and inexpensive than ever before. Technology Proficiency Substantial

Experience

serving in cases involving orders and protocols relating to exchanges of highly confidential documents, data or ESI, cybersecurity, issues relating to use of artificial intelligence, conducting Arbitration Hearings virtually (e.g., using Zoom or a similar platform) as well as in-person, and applying various kinds of arbitration agreements, including agreements requiring international, Aerospace and National Security panel of arbitrators.

Education

Harvard Law School (JD, magna cum laude, law review-1975); Oxford University (BA, Jurisprudence, First Class Honours, Rhodes Scholar-1973); Dartmouth College (BA, Government, magna cum laude-1968). @@

Profession

al Licenses@@ Admitted to the Bar: Washington (1978), California (1975-resigned); numerous U.S. District Courts; U.S. Court of Appeals: Ninth Circuit (1978); U.S. Supreme Court (1979). @@

Profession

al Associations@@ Fellow, College of Commercial Arbitrators. Fellow, Chartered Institute of Arbitrators (FCIArb). Member, Silicon Valley Arbitration & Mediation Center's Tech List of leading arbitrators and mediators in the technology sector. Charter Member, National Academy of Distinguished Neutrals. Member, American Bar Association; Washington State Bar Association. Recent Publications & Speaking Engagements PUBLICATIONS: Contributing author, THE COLLEGE OF

COMMERCIAL ARBITRATORS GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION, 5th ed. (Juris 2025)(co-editor Chapter 12

- "The Merits Hearing");Contributing author, THE LEADING PRACTITIONERS' GUIDE TO INTERNATIONAL OIL & GAS ARBITRATION (Juris 2015); Co-author, "'Exceeded Powers:' Exploring Recent Trends in Cases Challenging Arbitrator Authority," CPR ALTERNATIVES, Vol 31, No. 8 September SPEAKING ENGAGEMENTS: Speaker, USDC W.D. WA Federal Bar Association Seminar, "Agreements to Improve Your Arbitration Clause," March 2025; Speaker, College of Commercial Arbitrators, 23rd Annual Meeting, "Learning from One Another: Arbitrators Talking Shop Together," October 2023, Speaker, JURIS/College of Commercial Arbitrators Webinar, "Thoughts on Conducting an Effective and Advocacy for Courtroom Lawyers: Two

Experience

d Arbitrators Discuss What Works, and What Doesn't, in Arbitration," Denver, 2015; (partial listing). Additional information is available at www.tjbrewer.com. Locations Where Parties Will Not be Charged for Travel Expenses

Citizenship

United States of America

Compensation

Hourly Rate: Not provided Daily Rate: \$10,000.00 Study Rate: \$1,000.00/hr Cancellation: \$7,500.00/Day Cancellation Period: 45 Days Comment: The hourly rate applies to all work performed in preparation for the mediation conference, and any follow-up work requested by the parties. The mediator's fees and expenses are split equally between each separately-represented party unless the parties agree to some other arrangement. Travel expenses are A cancellation fee of \$7,500 per day is charged if the mediation conference is cancelled, for any reason, within 45 days of the scheduled mediation conference date.

Languages

English