



AAA Mediation.org™

**FN-8818 MN-8818 LN-8818, Esq.**

Bainbridge Island, Washington



**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** Heavy arbitration caseload since about 1994. Selected by Best Lawyers as Lawyer of the Year for arbitration in Seattle in 2015, 2017, 2019 and again for 2024. Member of the AAA's Commercial, Large, Complex Case and Construction panels of arbitrators, the ICDR's International Roster of Arbitrators, and of several specialty AAA panels (listed below). Arbitration 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:

**TECHNOLOGY/INTELLECTUAL PROPERTY:** IP and technology arbitrations have included patent, royalty, product development and licensing disputes related to semiconductor, pharmaceutical, medical product, software, vaccine, telecom and other technologies, trade secret misappropriation and Lanham Act disputes, copyright, distribution and business acquisition-related IP disputes. Member of the AAA's Intellectual Property panel. Member of the Silicon Valley Arbitration & Mediation Center's Tech List of leading arbitrators in the technology sector. Member of the AAA/ICDR's Aviation, Aerospace and National Security panel of arbitrators to handle high-value technology, cyber, artificial intelligence and security-related disputes in the defense, aerospace, aviation and national security sectors.

**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, 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, professional sports, railroad, satellite, seafood, soft drink bottling, technology and telecommunications. Member of the AAA's M&A and Joint Ventures panel of arbitrators.

**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, coal, 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. Member of the AAA's National Energy Panel and of the ICDR's international Energy Arbitrators List (EAL).

Arbitration experience also includes commercial sports and licensing disputes, numerous construction cases, ERISA multiemployer pension plan withdrawal liability disputes, insurance coverage, commercial healthcare disputes, service as an ICDR Article 37 emergency arbitrator, and many other types of commercial cases.

## **Mediator Experience**

Member, ICDR Panel of Distinguished Mediators for international disputes. Member, AAA Master Mediator Panel - Construction, for the Alaska, Hawaii, Washington & Oregon region. Member, AAA 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, Indian, 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 agreement related to operation of a coal-fired electric power generating plant; an international mediation between Chinese and U.S. parties arising out of an oil and gas farm-out agreement relating to exploration activities in an Asian republic; a statutory and contractual dispute between a city and a county related to wastewater treatment charges imposed under an

interlocal agreement; a negotiated buy-out of shares in a privately-held wholesale insurance brokerage; a contract dispute between a commercial airplane manufacturer and a parts supplier; a nine-figure energy dispute between a federal agency and a public utility involving alleged breaches of a long-term electric power supply contract; an eight-figure dispute between a seller and purchaser of allegedly defective SRAM memory modules; mediation of a large international arbitration 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 employment termination and gender bias dispute involving a public employer; a nine-figure dispute between an Indian nation and a non-tribal lessor of electronic gaming devices; a buy-out negotiation between the majority shareholder and a minority shareholder in a privately-held company; a legal malpractice action arising out of a law firm's alleged failure to maintain patent protection on a high-technology product in Japan; a dispute between a nationwide entertainment retailer and a designer of networked digital media devices involving alleged breaches of a purchase and non-disclosure agreement, trade secret and tort claims; a dispute between U.S. and Taiwanese parties relating to a military procurement contract; a breach-of-contract and unjust enrichment dispute arising out of a contract for internet-based and direct mail marketing services; a dispute involving alleged patent infringements by a technology company; a legal malpractice action related to alleged improper preparation of a will; 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; mediation of a federal court suit alleging copyright, trademark, trade dress, unfair competition and Consumer Protection Act violations; a multi-party securities disputes involving the issue whether a law firm was an "issuer;" and a dispute between German and U.S. parties arising out of the sale of a paper mill.

<b>Mediator Style &amp; Process Preferences</b>	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.
<b>Technology Proficiency</b>	Substantial experience serving in cases involving orders and protocols relating to exchanges of highly confidential documents, data or ESI, cybersecurity, issues relating 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, domestic, "baseball" and other procedures. Member of the AAA's Intellectual Property and Aviation, Aerospace and National Security panels of arbitrators.
<b>Education</b>	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).
<b>Professional Licenses</b>	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).
<b>Professional Associations</b>	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. Member, London Court of International Arbitration North American User's Council.
<b>Recent Publications &amp; Speaking Engagements</b>	PUBLICATIONS: Contributing author, THE COLLEGE OF COMMERCIAL ARBITRATORS GUIDE TO BEST PRACTICES IN COMMERCIAL ARBITRATION, 4th ed. (Juris 2017)(and to the three prior editions);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 2013; Author, "Arbitrator Boundaries: What Are the Limits on Arbitrator

Authority?" 2012 AAA YEARBOOK ON ARBITRATION AND THE LAW; (partial listing).

SPEAKING ENGAGEMENTS: 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 Successful Arbitration Hearing," May 2023; Speaker, 2017 National Energy Arbitration Conference: "Resolving Energy Arbitrations in Times of Crisis," CIArb, Houston; (partial listing).

Additional information is available at [www.tjbrewer.com](http://www.tjbrewer.com).

<b>Mediation Rate</b>	\$10,000 Per Day
<b>Languages</b>	English
<b>Citizenship</b>	United States of America
<b>Locale</b>	Bainbridge Island, WA

The AAA's Rules provide the AAA with the authority to administer a mediation including, mediator appointment, general oversight and billing. Accordingly, mediations that proceed without AAA administration are not considered AAA mediations, even when the parties select an mediator who is on the AAA's Roster.

The information contained in this resume has been supplied solely by the individual mediator and may, or may not, be a complete recitation of their experience. The AAA assumes no responsibility for the content, completeness, accuracy, or reliability of the information contained in a mediator's resume. If you have any questions about a mediator's experience or background, you are encouraged to contact your case manager.

Mediators on the AAA Roster are not employees or agents of the AAA.