

RESUME of Thomas R. Dyer, P.E.

2547 Perkins Lane West, Seattle, Washington 98199

Office: / Cell: (206) 618-8632 * Fax: (206) 285-1707 * E-mail: TomDyer@HeadwayMarine.com

Headway Marine LLC, Seattle, WA

1996 -Present

President

Maritime and heavy construction consultant, and expert witness, regarding ship and boat construction, repair, and operation; naval architecture; marine operations; and shipyard practices, operations, and economics.

- *Manages engineering and construction projects for naval architects, shipyards, and contractors*
- *Provides engineering and technical advice to a wide variety of clients*
- *Serves as expert witness to plaintiffs and defendants in marine operations, vessel construction, and shipyard economics and practices disputes*

ETALCO, Inc., Everett, WA

1997 - 2002

Vice President, Engineering

In charge of engineering for a heavy lift and transportation company operating on a worldwide basis.

- *Supervised engineering and shipment at sea of heavy and oversized cargos*
- *Managed variety of heavy lift projects*

GIANNOTTI CORPORATION, Tacoma, WA

1994 - 1996

Corporate Vice President

Marketing, estimating, planning, scheduling and production engineering, in established shipyard and engineering divisions, and new shipyard, vessel operations and pierside repair divisions.

- *Served as Professional Engineer in Charge for total reconstruction of 310' car ferry*
- *Briefly managed AKWA Shipyard division, maintained ferries and fish processors*

UNION BAY SHIPBUILDING CORPORATION, Seattle, WA

1986 - 1993

President, Chief Executive Officer and Owner

Oversaw shipyard employing up to 100 craftsmen with annual revenue of \$3.5 million.

- *Hands on engineering and management of wide variety of vessel repairs and conversions*
- *Pioneered use of computer cut steel in a number of vessel lengthening and sponsoning projects*
- *Became very familiar with the fishing industry, including trawlers, crabbers, and factory trawlers*
- *Converted a number of vessels to trawling and/or fish processing*
- *Re-powered and maintained fishing vessels, tugs, and high speed ferries*
- *Advised the Columbia River Bar Pilots on new pilot boat acquisition*

THE GLOSTEN ASSOCIATES, INC., Seattle, WA

1984 - 1985

Vice President / Principal

Consultant in naval architecture, management and shipyard economics to a wide diversity of corporate and public clients.

- *Served as arbitrator and expert witness in shipyard economics and shipyard practices disputes*
- *Supervised the Project Management of the re-commissioning of 4 four barges and four tugs*
- *Supervised the Engineering Review of construction drawings for a research vessel*
- *Conducted comprehensive evaluation of Alaskan cable laying operation*

FOSS SHIPYARD, Seattle, WA

1976 - 1984

General Manager

Managed commercial ship repair yard with \$10 million in annual revenue, employing 75-200 craftsmen.

- *Transformed in-house maintenance facility to a commercial ship repair yard.*
- *Provided principal engineering input to Foss Maritime management*
- *Became very familiar with the tug and barge industry*
- *Maintained, re-powered, and modified a great number of tugs, barges, and fishing vessels*

TODD SHIPYARDS CORP., Seattle, WA

1975 - 1975

Production Control Manager

Managed all production planning and scheduling.

- *Program manager for construction of two 490' self-unloading barges.*

MARCO SEATTLE, Seattle WA

1969 - 1973

New Construction Manager

Began as naval architect and estimator, promoted to management of new construction program

- *Responsible for construction of 25 tugs, fish boats, and oil skimmers from 58 to 108 feet in length.*

UNITED STATES NAVAL ACADEMY, Annapolis, MD

1965 - 1969

Officer-Instructor

Taught marine engineering, ship stability, and ship structures

- *Participated in development of new naval architecture and marine engineering curriculum.*
- *Project officer for the design of a 380-foot ship model towing tank.*

ASTORIA MARINE CONSTRUCTION CO., Astoria, OR

1955 - 1962

Craft Helper

Worked as shipwright, machinist, rigger, painter, and warehouseman in family owned shipyard, building and repairing wooden and steel ships.

ACADEMIC EDUCATION

Master of Science, Naval Architecture and Marine Engineering, Massachusetts Institute of Technology

Fulbright Scholar in Naval Architecture, Technical University, Delft, The Netherlands

Bachelor of Science, Mechanical Engineering, Naval ROTC, Stanford University

CONTINUING EDUCATION

The Management Program, Graduate School of Business, University of Washington

Trained as an arbitrator by the North Pacific Dispute Resolution Center.

Avoiding Design Professional Liability, Dept of Architecture, University of Washington

Fundamentals of Accounting, Graduate School of Business, University of Washington

Quality Assessment and Quality Planning, Washington State University Seminar

Industrial Hydraulics, Vickers Technical Training Center

Operation and Maintenance of EMD Diesel Engines, General Motors Training Center

Basic Marine Electrical Practice, American Boat and Yacht Council

REGISTRATION

Professional Engineer, Naval Architecture & Marine Engineering

Washington State #12929

EXPERT WITNESS QUALIFICATIONS

Qualified as Expert Witness, King County (WA) Superior Court

Qualified as Expert Witness, U.S. District Court, Western District of Washington

MEMBERSHIPS

Society of Naval Architects and Marine Engineers (Chairman, Pacific Northwest Section 1981-1982)
Columbia River Maritime Museum (Trustee, 1984-1996)
Seattle Marine Business Coalition (Founding Member, President, 1985-1987)
American Boat and Yacht Council
North Pacific Fishing Vessel Owners Association Vessel Safety Program
Recreational Boating Association of Washington
Youth Maritime Training Association Advisory Board
Center for Wooden Boats
Classic Yacht Association
Wooden Boat Foundation
Society of Port Engineers
Propeller Club
Wooden Yacht Racing Association (Founding Member, 1991-1999)
Naval Architects for Fishing Vessel Safety (1991-1993)
Port of Seattle Waterfront Development Panel (1988-1989)
Seattle City Planning Commission (1987 –1989)
Toastmasters International (1965-1969)
Sigma Xi, Scientific and Engineering Research Honorary (1963-1969)
Various Non-profit, Political, and Church Boards and Committees

PUBLICATIONS

PNW Maritime Companies Aid Salmon Escapement, Pacific Maritime Magazine, July 2005

Noise Control on Diesel Tugs – a Sequel; Marine Technology, Society of Naval Architects and Marine Engineers, October 1983, Co-author with B. Lundgaard

Noise Control on Diesel Tugs; Marine Technology, Society of Naval Architects and Marine Engineers, October 1973, Co-author with B. Lundgaard

Conceptual Design of a High Performance Towing Tank for the U.S. Naval Academy, 15th American Towing Tank Conference, 1968, Co-Author with R. Compton and B. Johnson

Turbulence Stimulation on Yacht Models, 15th American Towing Tank Conference, 1968

Boundary Layer Transition and Separation on Yacht Models, S.M. Thesis, MIT, 1966

PERSONAL INTERESTS

Cruising and Maintaining a 47' wooden powerboat built in 1938



2007 LEGAL CONSULTING AND EXPERT WITNESS FEE SCHEDULE & TERMS OF SERVICE

FEE SCHEDULE

Legal Consulting Services

Research, reading case materials, meetings, phone calls, report preparation, etc. Hourly rate, <i>Dyer</i>	\$185
Testimony in trial, arbitration, or deposition (including associated standby time) Hourly rate, <i>Dyer</i>	\$280
Travel, Hourly rate, <i>Dyer</i>	\$110
AutoCAD drafting , Hourly rate	\$75
Clerical , Hourly rate,.....	\$55

STANDARD TERMS AND CONDITIONS OF CONSULTING AGREEMENT

1. CONSULTING AGREEMENT

Headway Marine LLC requires a signed consulting agreement prior to commencing work. The agreement will generally contain these terms and conditions, although details of the agreement are negotiable prior to acceptance. The agreement will be made specifically and directly with you, the attorney, and not with your client. Headway Marine LLC is relying on your or your firm's credit, not that of your client. If Headway Marine LLC is to be paid by your client (or an opposing counsel), Headway Marine LLC will look to you or your firm for payment in the event your client (or the opposing counsel) is delinquent. Headway Marine is not committed to be retained, nor may we be listed, as having been actually or "possibly" retained until a Consulting Agreement has been executed and returned to Headway Marine LLC, along with a retainer fee if requested. Headway Marine LLC agrees not to work for any other person or party involved in this case on matters relating to this case for two weeks after submitting a proposal to you. Should two weeks lapse without receipt of an accepted Consulting Agreement and any requested retainer fee, Headway Marine will be free to accept work from any other party.

2. FEES FOR PROFESSIONAL SERVICES

Fees for services, including travel time, will be based on the time expended on the project. Monthly invoices will detail the number of hours or days charged at each billing rate and provide a breakdown of expense items. Receipts for routine expenses will be included if requested.

3. CONFIDENTIALITY

Headway Marine LLC agrees to keep all non-public information obtained from our Client confidential and agrees not to release or discuss any such information unless Headway Marine LLC has obtained the prior consent of our Client or is otherwise required to disclose such information by operation of law or applicable government authority.

4. RETAINER AND MINIMUM FEES

A minimum fee equal to one hour at the consulting rate will be charged when a file is opened upon notification Headway Marine LLC will be retained, or when our name is listed or designated as an expert or filed in the litigation. Headway Marine LLC will also bill for any meetings that go beyond the customary vetting of consultants for qualifications or conflicts and which are held prior to being formally retained. A retainer, to be applied to the hourly charges, may be required for new Clients not known to Headway Marine LLC.

5. REIMBURSABLE EXPENSES

Expenses attributable to our professional services will generally be invoiced at cost. These expenses include such out of pocket expenses as long distance telephone charges, parking, non-routine reproduction, non-routine postage and delivery, non-routine clerical work, and costs for travel out of the Seattle area. Individual expenditures exceeding \$1000 will be marked up to cover state and city taxes.

6. TRAVEL

Travel outside the Seattle area, including fares, meals, airport parking, etc. will be invoiced at the travel hourly rate, not to exceed 10 hours per day. Air travel will be in economy class, unless the schedule requires sleeping on the airplane, in which case business class will be used. Payment for air travel and suitable lodging must be paid in advance. While out of Seattle, Headway Marine LLC will invoice for time spent standing by, unless the standby time is put to use on other Headway Marine LLC projects. Headway Marine LLC will invoice for a minimum of 10 hours for each full day spent outside Seattle.

7. COMPUTERS, SOFTWARE & EQUIPMENT EXPENSES

Computer charges are included in overhead, and will not be charged to our Client. Charges for special equipment will be charged as quoted in our proposal.

8. SERVICES BY OTHERS

When considered necessary, other technical firms or outside consultants, who assume professional responsibility in their areas of expertise, may be used only with our Client's prior written approval and will be billed at cost plus 10%.

9. INVOICING AND PAYMENT

Invoices will be submitted monthly for the prior month's services. Payment is due upon the invoice date and becomes delinquent thirty (30) days thereafter. In the event of non-payment, Headway Marine LLC may, without waiving any of the claims or rights against our Client, and without liability whatsoever to our Client, terminate performance of the services. A late charge will be added to delinquent amounts at the rate of 1% for each thirty (30) days delinquency. Headway Marine LLC will be responsible for our own taxes. **Our EIN is 05-0554277.**

10. SCHEDULE AND DELAYS

Headway Marine LLC will prepare work product in a timely manner, but is not responsible for delays occasioned by factors beyond our control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed.

11. PUBLIC LIABILITY

Headway Marine LLC is protected by public liability insurance for bodily injury and property damage, and will furnish a certificate thereof upon request. Within the limits and coverage of said insurance, Headway Marine LLC agrees to save our Client harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omissions of Headway Marine LLC, our employees, agents, or subcontractors.

12. LIMITATIONS OF PROFESSIONAL LIABILITY

Headway Marine LLC will use that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and technical consulting professions. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our inspection or supervision of work. However Should Headway Marine LLC be found to have been negligent in the performance of our professional services, the maximum aggregate amount of our Client's recovery against us and/or our employees is limited to the amount of the fee paid us for the particular assignment. This clause relates only to Professional Liability and not Public Liability in performing our professional services.

13. WAIVERS

One or more waivers by either or both parties of any provision, part of any provision, term, condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement. .

14. TERMINATION

Either party may terminate with written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, Headway Marine LLC shall be paid for services performed through the termination notice date, including reimbursable expenses due.

15. VENUE

This agreement shall be interpreted and enforced in accordance with the laws of the State of Washington. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in King County, Washington.