



**JOHN R. PEARSON**

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**John Pearson is an experienced attorney handling maritime, oilfield, and insurance disputes for over 40 years.**

John Pearson's experience includes a wide variety of maritime, oilfield services, and insurance coverage matters. His insurance practice includes the representation of policyholders and brokers. John has for many years counseled oilfield service companies regarding disputes arising out of casualties, property damage, indemnities and other contractual matters. John's maritime experience includes handling charter party disputes, maritime liens, collision/allision, cargo damage, personal injury/death, and indemnity claims.

John sits as an arbitrator in disputes concerning maritime, oilfield service, insurance and other commercial matters. He has heard arbitrations under a variety of formats, including the Rules of the Houston Maritime Arbitrators Association, the Society of Maritime Arbitrators and the American Arbitration Association. He is a qualified arbitrator in the Houston Maritime Arbitrators Association.

## **EDUCATION**

University of Texas at Austin, 1968, J.D.

Vanderbilt University, 1965, B.E.

## **WORK HISTORY**

United States Coast Guard – Legal Officer, 1968-1971

Royston, Rayzor & Cook – Associate Attorney, 1971-1975

Vinson & Elkins – Associate Attorney, 1975-1978

Clann & Pearson – Founding Partner, 1978-1985

Gardere Wynne Sewell – Partner/Of Counsel, 1985-2013

Brown & Kornegay – Of Counsel, 2013-2015

Trahan Kornegay Payne – Of Counsel, 2015-Present

## **LICENSURE AND BAR ADMISSIONS**

State Bar of Texas, admitted to Texas state courts since 1968

U.S. District Courts for the Eastern and Southern Districts of Texas

U.S. Court of Appeals for the Fifth and Eleventh Circuits

## **RECOGNITION**

- The Best Lawyers in America, an annual referral guide from Woodward White, Inc. listing outstanding attorneys throughout the U.S, 2008-2013
- Thomson Reuters: Texas Super Lawyers in Insurance Law, 2008-2012
- Chambers USA: America's Leading Lawyers for Business in Insurance Law, 2005-2010
- Recipient, Garland Walker American Inns of Court Professionalism Award, 2009
- Recognized, AV® Preeminent™ 5.0 out of 5 Peer Review Rated, Martindale-Hubbell® PEER REVIEW RATINGS™

## **REPRESENTATIVE MATTERS**

- Member of a three-member panel arbitrating dispute between shipowner and charterer regarding termination of a time charter.
- Counseled oilfield services company on right of reimbursement for attorneys' fees incurred in defending personal injury action, including issues of costs taxed against the insured.
- Member of a three-member panel arbitrating claims and counter-claims arising out of an agreement to construct a floating casino.
- Coverage litigation between a major oil field services company and several excess insurers arising out of an adverse judgment of approximately \$175 million. Involved issues of coverage for intentional misconduct or fraud, concurrent causation, underground resources exclusions, allocation among policy years, and timeliness of notice
- Sole arbitrator over dispute between owner/operator of a barge and the disponent owner of a tug under a time charter.
- Coverage dispute under policies of CGL and D&O insurance for a judgment of approximately \$33 million. Based on findings of wrongful termination and malicious prosecution of a corporate officer, involving issues of intentional misconduct, concurrent causation, notice, and allocation of loss between policies.
- New York arbitration of a claim for approximately \$9 million in loss of hire to a semi-submersible drilling rig damaged in a hurricane. Involved calculation of quantum of loss where rig might not have been fully employed during period of repair.
- Litigation involving disputed cancellation of a \$1.5 million layer of excess "total loss only" reinsurance of an offshore drilling rig. Included issues of choice of law (foreign, maritime, or Texas), broker authority and liability, and standing of insurer to sue in place of reinsurer.