

## Resume

**Brian J. Pezzillo, Esq.**

**Pezzillo Lloyd, P.C.  
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**Profile:**

My practice focuses on litigating, arbitrating and resolving claims arising from a variety of business and commercial disputes and construction projects including the representation of clients in bankruptcy proceedings. This also involves counseling clients with regard to the drafting and negotiation of construction contracts. In addition I advise clients with regard to employment and labor issues. I represent clients before various administrative agencies and have represented clients before the Equal Employment Opportunity Commission, the New Mexico Oil Conservation Commission, the Las Vegas Air Quality Commission, the Nevada State Contractor's Board and the Nevada Commission on Ethics.

I have previously served as an arbitrator with the Court-annexed arbitration program in the Eighth Judicial District Court, Clark County, Nevada. I have served as a Justice Pro Tem, Justice Court for Clark County, Nevada as well as a Hearing Officer for Clark County. I currently sit as an arbitrator for the Better Business Bureau of Nevada as well as a hearing officer for the City of Henderson, Nevada. Additionally, I have been appointed as an arbitrator/mediator with the State Bar of Nevada Fee Dispute Committee as well as serving as a neutral with the American Arbitration Association and as a Public Arbitrator with the Financial Industry Regulatory Authority (FINRA).

**Areas of Practice:**

Administrative Law  
Public Works and Contracting  
Commercial and Business Law  
Construction Law  
Contract Negotiations  
Construction Claims  
Mechanic's Liens  
Labor and Employment Law  
Surety and Insurance Law  
Alternative Dispute Resolution  
Litigation and Appeals

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<b><u>Employment:</u></b>	<b><u>Pezzillo Lloyd, P.C., Partner</u></b>	<b>07/2006 – Present</b>
	<b><u>Mead Pezzillo, Partner</u></b>	<b>08/2005 – 07/2006</b>
	<b><u>Lindborg, Mead, Drill &amp; Pezzillo, Partner</u></b>	<b>02/2004 - 08/2005</b>
	<b><u>Gibbs, Giden, Locher &amp; Turner, Associate</u></b>	<b>10/2000 – 02/2004</b>
	<b><u>Stratton &amp; Cavin, P.A., Associate</u></b>	<b>1996 – 2000</b>

**Bar Admissions:**

New Mexico, 1996  
United States District Court, New Mexico, 1997  
Nevada, 1999  
United States District Court, Nevada, 2000  
United States Court of Appeals – 9<sup>th</sup> Circuit, 2002  
United States Court of Appeals – 11<sup>th</sup> Circuit, 2011  
North Dakota, 2013

**Education:**

University of New Mexico School of Law, Albuquerque, NM, 1996, J.D.  
University of New Mexico, Albuquerque, NM, 1992, B.B.A., Major: Finance,  
Minor: Economics

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**Professional Associations  
And Memberships:**

Nationally Certified Mediator – National Association Of Certified Mediators	2014 - 2015
Public Arbitrator – Financial Industry Regulatory Authority (FINRA)	2014 - Present
State Bar of Nevada – Fee Dispute Committee	2013 – Present
American Arbitration Association – Neutral Hearing Officer – City of Henderson	2013 – Present
Better Business Bureau – Arbitrator	2012 - Present
Clark County Hearing Officer	2011 – Present
Justice Pro Tem, Clark County, Nevada Justice Court	2011 – 2012
New Mexico State Bar Association	
Nevada State Bar Association Construction Law Section	
Clark County Bar Association, Member CLE Committee	2002 – 2004
American Bar Association Construction Industry Forum Alternative Dispute Resolution Group Real Property and Probate Section	

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**Seminars/Publications/Awards**

**Seminars:**

Nevada Lien Law, Southwest Business Credit Services – April, 2015  
Business Contracts, Law Review CLE  
Nevada Construction Law Review, Lorman Education  
Public Contract Code Requirements & Competitive Bidding in Nevada, Lorman Education  
Construction Lien Law in Nevada, Lorman Education  
Public Contract Code and Competitive Bidding, Nevada Department of Transportation, Lorman Education  
Nevada Construction Lien Law, Southern Nevada Institute of Credit/Credit Managers Association  
Collection Techniques in the Construction Industry, Credit Managers Association  
Western Region Credit Conference, National Association of Credit Managers, 2007 – 2008  
Employment Law Update in Nevada, Sterling Education Service, Inc.

**Publications:**

*Protection on Tenant Improvement Projects in Nevada*, Southwest Contractor – June, 2008  
*Ask the Expert*, Nevada Construction Notebook, 2010 – present.

**Awards:**

Mountain States Super Lawyers – 2013, 2015  
Mead Pezzillo, 2005 Associate Member of the Year Award, Assoc. General Contractors, Las Vegas Chapter

**Arbitration/Mediation Training:** 40-Hr. Mediation Certification – National Association of Certified Mediators (2014); How to Become a More Innovative Neutral or Advocate: Applying Cutting Edge Innovation Management Techniques to Your ADR Practice (2012); Drafting Mediation Settlements that Stick (2012); When Mediation Gets 'hairy': handling emotion and personality disorder in dispute resolution (2012); Arbitration Clause Drafting & Practice in the Wake of *AT&T Mobility v. Concepcion* (2012); Arbitration Fundamentals and Best Practices for New AAA Arbitrators (2013); Arbitration Awards: Safeguarding, Deciding & Writing Awards (2013).

**Fee Schedule:**

- I. **Administrative Fee:** \$0. Administrative Fees are not charged.
- II. **Hearing/Mediation Fees:** \$325/hr. for hearings, preparation and decision writing. The fees are split on a pro-rata basis unless otherwise agreed to by the parties. A deposit may be required to offset anticipated out of pocket expenses to be incurred including travel expenses.
  - a. **Mediations:** At the election of the parties mediations may be charged at a flat fee of \$3,000/day which includes study time.
- III. **Travel Expenses:** Travel expenses are billed for hearings/mediations outside of Clark County, Nevada and are shared equally between the parties unless the parties stipulate otherwise. Fees for travel are billed at one-half (1/2) the normal hourly rate.
- IV. **Cancellation Policy:** If a hearing is scheduling to conclude within (3) days of commencing there is no fee for cancellation. In the event a hearing is scheduled to last four (4) or more days, and another matter cannot be scheduled during that time period, a non-refundable fee of \$1,250/day shall be charged for each day of lost time beyond day three. The fee shall be split equally on a pro-rata basis unless the parties stipulate otherwise.