

ARBITRATOR, MEDIATOR, ADR RESUME OF:



Mark E. Lassiter

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PROFESSION

Attorney Arbitrator, Mediator and Neutral assisting parties in resolving business, technology, real estate and construction disputes.

PEER RESPECTED ADR NEUTRAL

Mr. Lassiter is a Fellow in the prestigious [*College of Commercial Arbitrators*](#), and has been a commercial arbitrator since 1991. He serves on the arbitration panels of the [*American Arbitration Association*](#) (the “AAA”), the [*International Centre for Dispute Resolution*](#) (“ICDR”) and the [*National Academy of Distinguished Neutrals*](#) (“NADN”). He serves on the AAA’s Commercial, Construction Industry and Large and Complex Case Panels. He is also a mediator on the AAA’s mediation panel

and was a Founding Arizona Mediator/Arbitrator with the NADN. Mr. Lassiter is a [*Southwest Super Lawyer®*](#) in the area of **Alternative Dispute Resolution (“ADR”)** and is included among the *Best of Arizona Attorneys* in the area of **ADR in RANKING ARIZONA (2012)** and among [*Arizona’s Top Rated Lawyers of 2014-2017*](#) in the areas of **ADR, Business and Commercial law in LEGAL LEADERS.**

LEGAL EXPERIENCE

Mr. Lassiter has over 34 years of experience as a civil trial attorney specializing in business, technology, real estate and construction litigation and dispute resolution (80%) and transactions (20%). He has handled a wide variety of matters, including business litigation, disputes and transactions arising from: **commercial** breach of contract claims; **construction** contract claims; **technology and software** licensing agreements; **securities** law violations; **employment** compensation and covenant not to compete disputes; breach of fiduciary duty, misappropriation of **trade secrets, unfair competition** and other **business torts**; business buy-sell and sale of **business** disputes; dissolutions of **corporations, partnerships, and limited liability companies (“LLCs”)**; **“business divorce”** disputes among partners, shareholders, members and other business principals; **business insurance** coverage disputes; **real estate** and construction disputes arising from private commercial, industrial, retail and residential construction projects; disputes arising from **real estate purchase and sale contracts, commercial real estate leases, IRC §1031 tax deferred exchanges, escrows, and the co-ownership of real**

property. Mr. Lassiter has considerable experience in provisional remedies and emergency relief (e.g., **injunctions, receiverships and pre-judgment asset seizures**), in **computer technology and/or software disputes** and in **electronic evidence discovery of Electronically Stored Information ("EED/ESI")** matters. Mr. Lassiter has been appointed by the Maricopa County (Phoenix) Superior Court as a receiver (in 2005) to take over the affairs of a law firm embroiled in a dispute amongst its partners and as a special master (in 2006) in a limited liability company dissolution matter.

WORK HISTORY

Attorney/Arbitrator/Mediator/Neutral, Mark E. Lassiter, P.C. d/b/a "**The Lassiter Law Firm**," 11/15/2017 - Present; Attorney, Of Counsel, Carpenter, Hazlewood, Delgado & Bolen, LLP, 8/1/2016 - 11/15/2017; Attorney/Founder, Mark E. Lassiter, P.C. d/b/a "**The Lassiter Law Firm**," 7/1/2012 - 7/31/2016; Partner, Management Committee Member, Department Head: Commercial Litigation and Dispute Resolution Section, **Davis Miles McGuire Gardner, PLLC** 2009-2012; Founder and 'Managing Member' – **THE LASSITER LAW FIRM, P.L.C.** (and predecessor law firms), 1998-2009; Attorney, Roberts & Rowley, 1995-97; Special Counsel/Vice President of Special Projects, inVzn (Software) Development Corporation, 1994-95; Attorney, **Ivanjack & Lambirth**, 1992-94; Attorney, **Kerry, Garcia & Lewis**, 1991-92; Attorney, **Mark Lassiter & Associates**, 1987-91; Attorney, **Spierer, Woodward, et al**, 1984-87; In-house Counsel, **Ryan-McFarland** (Software) Corporation, 1983-84.

ARBITRATION EXPERIENCE

Mr. Lassiter has extensive experience in both AAA and ICDR administered¹ and self-administered, "Ad Hoc" arbitration matters, including arbitrator appointments to Arbitration Tribunals in California, Arizona, New Mexico, Colorado, Texas and Nevada. A **partial listing** that is illustrative of **some** of the disputes for which he has been appointed and served as an arbitrator includes:

Business & Commercial Matters

- Dissolution of \$5,000,000 LLC business and related real estate of an inert land fill in Maricopa County, Arizona[@];
- \$4,000,000 dispute between a grocery wholesaler and a retailer arising from the opening and operation of a grocery store^{@**2};
- \$4,500,000 dispute between a National Hospital Chain and Charity Consulting Firm[@];
- \$2,000,000 dispute between a national restaurant franchisor and franchisee[@];
- \$1,150,000 dispute in a CPA practice "business divorce" Buyout[@];
- \$1,100,000 dispute in a dental practice "business divorce" Buyout[@];
- \$1,000,000 dispute over the sale of a Nevada gambling ("slots") business^{@**};
- >\$350,000 claim relating to breach of business buy-sell agreement

¹ "@" indicates an AAA-ICDR administered arbitration.

² "*" indicates that Mr. Lassiter served as an arbitrator on a three-arbitrator panel in the matter and "**" indicates that he served as the panel Chair in the matter.

concerning (and related dissolution of closely held family grocery store LLC with dissolution of related real property LLC), including related accounting and damages issues and the appointment of a receiver to supervise the winding up of the LLCs; and

➤ The Maricopa County Superior Court has also appointed Mr. Lassiter as an arbitrator in a commercial dispute where no method of appointing an arbitrator was set forth in the parties' arbitration agreement, and he has also served as sole arbitrator in dozens of other AAA "Regular Track," "Expedited," and "Consumer Industry" business and commercial cases^{@*} relating to the breach of commercial and consumer loans, finance and 'credit' agreements, consumer credit card collection disputes, Federal Truth in Lending Act ("TILA"), Federal Telephone Consumer Protection Act ("TCPA") and Federal Fair Debt Collection Practices Act ("FDCPA") claims, equipment lease agreements, service contracts, consulting agreements, agreements for the sale and lease of goods under the Uniform Commercial Code ("UCC"), business brokerage agreements, vehicle auction agreements, sale of business agreements, business buy-sell agreements, technology sale and integration agreements, partnership agreements, employment and unpaid wage claim disputes, and other business contracts.

Computer Technology and e-Commerce Matters.

➤ \$6,000,000 dispute arising out of a computer programming contract to assure an insurance company's compliance with the Health Insurance Portability and Accountability Act ("HIPPA")^{@*};

➤ \$5,000,000 web site development dispute for the alleged breach of a web site development agreement for a custom web site (with e-commerce capabilities);

➤ \$1,500,000 claim relating to software development and licensing agreements for automated insurance claims processing^{@*};

➤ \$750,000 claim for the sale, installation and integration of software and hardware in 35 retail stores nationwide^{@*};

➤ Action to terminate, and for damages for breach of, joint venture computer software development and licensing agreement regarding modeling and testing aircraft performance and safety[@]; and

➤ Mr. Lassiter has also served as sole arbitrator in several AAA Regular Track and "Expedited" cases[@] relating to software development and service agreements and the alleged breach of various web site development and/or licensing agreements.

Construction Matters

➤ \$25,000,000 construction defect and mold dispute arising from the construction of a skilled nursing care facility in Texas^{@*};

➤ \$19,000,000 breach of contract claim arising from the construction of a Nevada "slots only" gambling casino^{@*};

➤ >\$6,000,000 dispute involving claims for breach of construction contract, construction defects and liquidated damages arising from the construction of a high school^{@**};

➤ multi-million-dollar claim arising from the construction of a residential subdivision, with consolidated claims of

multiple homeowners and joined claims of multiple subcontractors[@];

➤ multi-million-dollar claim arising from the construction of a gaming facility for an Arizona Indian Tribe^{@**};

➤ multi-million-dollar dispute arising out of mixed use (resort, retail, residential) planned unit development in Lake Havasu City, Arizona^{@**}

➤ >\$1,500,000 claim by grading and paving subcontractor for unpaid sums;

➤ \$1,000,000 claim arising from construction delays in the building of a Colorado ski lodge^{@*};

➤ >\$950,000 claim for breach of contract and liquidated damages by general contractor against roofing subcontractor for installation of a defective metal roofing system at a public school[@];

➤ >\$500,000 "Ad hoc" dispute involving claims for breach of construction contract and construction defects arising from the construction of an Unaccompanied Enlisted Personnel Housing ("UEPH") project at United States military base;

➤ >\$500,000 claim for breach of contract by subcontractor against general contractor for various change orders and extended general conditions in public works project; and

➤ The Maricopa County Superior Court has also appointed Mr. Lassiter as an arbitrator in a construction dispute where no method of appointing an arbitrator was set forth in the parties' arbitration agreement, and he has also served as sole arbitrator in numerous other AAA "Regular Track" and "Fast Track" construction cases[@] involving residential construction defect disputes, construction payment and mechanic's lien matters, the construction of commercial

tenant improvements, home remodeling work, landscape and swimming pool construction, and other private works of improvement.

Real Estate Matters

➤ Multi-party dispute between a dozen homebuilders over a "Joint Development Agreement" to construct a \$22,000,000 waste water treatment plant to service multiple residential developments within a ten (10) square mile area in Maricopa County, Arizona[@];

➤ Real estate subdivision class action relating to developer's alleged failure to disclose material information in Public (Subdivision) Report[@];

➤ Arizona Consumer Fraud claim against national homebuilder for failure to adequately disclose Subdivision information to homebuyers^{@**};

➤ >\$990,000.00 claim for a deficiency judgment against guarantors of a commercial real estate loan[@];

➤ >\$900,000 claim by minority LLC members against sole LLC manager for embezzlement and misappropriation of funds, dissolution of LLC, accounting and appointment of a receiver arising out of LLC and its 128-unit residential apartment complex in Phoenix, Arizona[@];

➤ >\$200,000 commercial landlord-tenant dispute arising out of alleged breach of commercial lease[@];

➤ >\$70,000 commercial landlord-tenant dispute arising out of tenant's alleged breach of premises maintenance obligations under the lease[@];

➤ commercial lease termination dispute between landlord and tenant arising from breach of operating covenants and wrongful eviction[@];

➤ commercial lease dispute between landlord and “Big Box” tenant arising from dispute over Common Area Maintenance charges in a NNN lease[@];

➤ disputes between homeowner and homeowners’ association (“HOA”) arising from HOA’s breach of conditions, covenants and restrictions (“CC&Rs”) [@];

➤ breach of real estate marketing contracts between homebuilders and buyers, and various other real property purchase and sale agreements and escrow matters[@]; and

➤ Mr. Lassiter has also served as sole arbitrator in several AAA “Regular Track” and “Expedited” cases relating to real estate disputes, including disputes regarding the return of escrow deposits, commercial tenant improvement disputes, the interpretation and enforcement of Conditions, Covenants and Restrictions (“CC&Rs”) in planned unit developments, and the like.

Other ADR Experience/Matters. Mr. Lassiter was the previous Co-chair of the Arizona State Bar’s ADR Section’s Legislative Affairs Subcommittee, and its primary legislative contact and subject matter expert during the nine (9) year effort to pass Arizona’s Revised Uniform Arbitration Act (the “RUAA”). He has also served as a private arbitrator in various private, self-administered, “Ad hoc” arbitration proceedings in Arizona and has also been appointed as an arbitrator by the Los Angeles County and Maricopa County Superior Courts in various personal injury and premises liability cases. He has also mediated various “business divorce,” commercial real estate, business and web technology matters in Arizona. He has served as an attorney for various clients in

numerous AAA commercial and construction arbitrations, including a \$5,000,000 dispute over the purchase and sale of a Phoenix area hotel, a \$3,000,000 trade secret misappropriation case, a \$1,500,000 accounting and dissolution dispute in the liquidation of a real estate development company, and in various other business and construction disputes and matters.

ARBITRATOR/ADR TRAINING & CONTINUING LEGAL EDUCATION

Mr. Lassiter has extensive and advanced level arbitrator training, including the following AAA Arbitrator Continuing Education (“ACE”) and other ADR training that he has **attended** (see below for additional arbitration training that he has **taught**): *Arbitration Update; Ethics: What Do Arbitrators Owe the Process?; Protocols for [Arbitration] Construction Site Visits; Back to the Beginning I: The Federal Rules Discovery Amendments; Back to the Beginning II: Simplifying the [Arbitration] Process; The Advocate and the Arbitrator – What Do They Want?*, 10/16 College of Commercial Arbitrators 16th Annual Meeting, Orlando; *Arbitration Law: Key Developments of 2015; Returning Arbitration to its Alternative Roots; and Red Flags and Risk Areas for Arbitrators: A Review of Recent Cases Challenging Arbitrator Authority*, 2/16 AAA/ICDR Arbitrator Conference, New Orleans; *Chairing an Arbitration Panel: Managing Procedures, Process & Dynamics (ACE005)*, Self-study, 12/15; *Principled Deliberations ~ Decision-Making Skills for Arbitrators (ACE008)*, Self-study, 12/15; AAA Neutrals’ Roundtable: *Motions and Award Modification*, Phoenix, 7/15; State

Bar of Arizona ADR Section CLE on *Recent Cases Which Govern Drafting An Enforceable Arbitration Clause*, Phoenix, Arizona 5/14; State Bar of Arizona ADR Section CLE on AAA *ARBITRATION RULES UPDATE*, Phoenix, Arizona 2/14; *Managing the Arbitration Process for Efficiency & Economy Following the Preliminary Hearing (ACE007)*, Los Angeles, 8/13; *Maximizing Efficiency & Economy in Arbitration: Challenges at the Preliminary Hearing (ACE006)*, Los Angeles, 8/13; State Bar of Arizona ADR Section CLE on *WHAT'S NEW IN ADR? – CURRENT ISSUES & CASE LAW UPDATE*, Phoenix, Arizona 10/12; AAA Webinar, *Arbitrator Boundaries: What are the Limits of Arbitrator Authority?*, 2011; Faculty, AAA *Dealing with Delay Tactics in Arbitration (ACE004)*, 2010, 2005; *Expectations of Parties: Best Practices In Construction Arbitration*, San Diego, 2/09; *Arbitrator Update: Topical Issues and Case Law in Arbitration*, San Diego, 2/09; *Large, Complex Construction Mediation: The Dynamics of the Negotiation Team*, San Diego, 2/09; *Managing Cases with Self-Represented Parties (ACE002)*, Miami, 3/06; *Motions to Vacate: What They Tell Us About Arbitration Awards*, Miami, 3/06; *Discovery & Evidence in Arbitration*, Miami, 3/06; *Impasse Strategies for Complex Mediation*, Miami, 3/06; AAA's *Basic (i.e., "40 Hour") Mediation Training*, Phoenix, 10/05; Peacemaker Ministries' *Certification (Arbitration) Practicum* and its *Reconciler (Conflict Coaching) Training Program*, Dallas, 9/05; AAA's *Arbitrator Update 2005*, Palm Springs, 3/05; AAA's *Innovations in Presenting Evidence in Construction Arbitration*, Palm Springs,

3/05; AAA's *Best Practices for Arbitrating Large and Complex Cases*, Palm Springs, 3/05; AAA's *Topical Issues in Construction Arbitration*, Palm Springs, 3/05; AAA's *Arbitrator Update 2004*, San Antonio, 3/04; ACE003 - *Arbitrator Ethics and Disclosure*, San Antonio, 3/04; AAA's– *Arbitration Awards: Safeguarding, Deciding & Writing Awards (ACE001)*, Scottsdale, 1/03; AAA's *Arbitrator Update 2003*, Scottsdale, 1/03; AAA's *Practical Aspects of Mediating Multi-Party Disputes*, Scottsdale, 1/03; AAA's *Working with the AAA's Case Management Center Staff*, Scottsdale, 1/03; Peacemaker Ministries' *Reconciler (Mediation) Training Program*, Scottsdale, 10/02; AAA's *Commercial/Construction Arbitrator II Training on Advanced Case Management Issues*, Phoenix, 11/01; AAA's *e-Commerce Group Supplementary Training for Online Procedures*, Los Angeles, 7/01; AAA's *Effective Construction Conflict Management Member Training*, Phoenix, 3/00; AAA's *Commercial Arbitrator Training*, Orlando, 10/98; AAA *Construction Arbitrator Training*, Orlando, 10/98; State Bar of Arizona, *Becoming a Skillful Arbitrator*, Phoenix, 12/96; Pepperdine Institute for Dispute Resolution/California Continuing Education of the Bar, *Resolving Commercial Disputes Without Trial*, Los Angeles, 9/92; AAA *Basic and Advanced Arbitrator Training*, Los Angeles, 4/92; California Continuing Education of the Bar, *Contractual Arbitration*, Los Angeles, 3/92; AAA *Hearing Chair Training*, Los Angeles, 3/92.

ARBITRATOR/ADR SPEAKING ENGAGEMENTS & SEMINARS

In addition to those programs mentioned above in the section on *Alternative Dispute Resolution Training & Continuing Legal Education*, Mr. Lassiter has also **chaired, taught and/or given** numerous Continuing Legal Education ("CLE") presentations in over 25 major U.S. cities, including CLE programs sponsored by the Seventh, Eighth and Ninth Circuit Judicial Conferences, the American Bar Association, the Federal Bar Association, the National Institute for Trial Advocacy ("NITA") and other state and county bar associations and legal groups.

Since 1999 Mr. Lassiter has served as the program Founder and Chairperson for the annual State Bar of Arizona CLE program *Private Arbitration Update* and its predecessor arbitration CLE programs. He has also been a CLE Panelist and/or CLE materials Author for the following CLE programs produced or sponsored by the State Bar of Arizona, its various sections and/or other bar associations: *Arbitration 101 – What Every Advocate Should Know* (first AAA on-line Internet CLE Video Program); *Arizona Law and Private Arbitrations (including NASD and NYSE Arbitrations)*; *Arbitration versus Litigation: Is Arbitration Really Less Expensive?*; *AAA Arbitration; What Every Business Lawyer Should Know about Business Insurance; Locating and Seizing Debtors' Assets Before Judgment; How to Handle a Commercial Arbitration Case; Arbitration Strategies and Techniques; Private Arbitration in Arizona; The 21st Century Trial Lawyer; The 21st Century Law Office; The Use of Technology in Construction Litigation; Advanced Current Topics In Real Estate And Real*

Estate Finance; and Locating Assets During Litigation and After Judgment; Legal Project Management. In 1998 and 1999 Mr. Lassiter served on the faculty of the National Institute for Trial Advocacy's advanced level program on *Computer Aided Evidence Presentation*; He was also a Member of the e-Courtroom Committee of the Maricopa County Superior Court in Phoenix, Arizona in 2000-2001.

Mr. Lassiter's arbitration specific speaking engagements and seminars partially include:

1. In-house CLE Program - *What Every Business Lawyer Should Know about Private, Commercial Arbitration*, Perkins Coie Litigation Training Program Webcast, 4/17;
2. Program Chair, *ARBITRATION BOOT CAMP*, Colorado Bar Association CLE, 3/17, Denver;
3. Program Chair, *PRIVATE ARBITRATION UPDATE SYMPOSIUM*, ASU Law School, 11/16, Phoenix;
4. *Is This the New Frontier? Out of the Fog and Into the Cloud with Cloud Computing*, [Cloud Computing for Arbitrators], College of Commercial Arbitrators National Conference, New York, NY, 10/23/15
5. *Time to Conquer Technophobia: Get the Most Out of Your Computer, Phone and Tablet*, [Computer Applications for Arbitrators], College of Commercial Arbitrators National Conference, New York, NY, 10/24/15
6. Program Founder, Developer and Chair, *PRIVATE ARBITRATION UPDATE CLE Program* (and Predecessor Programs), State Bar of Arizona, (1999-Present)

7. Program Faculty, State Bar of Arizona CLE on [Advanced Arbitration Law and Practice \(11/14\)](#);

8. Program Faculty, State Bar of Arizona ADR Section CLE on *Ethical Perils and Pitfalls for Arizona Mediators and Arbitrators*, Phoenix, Arizona 9/13;

9. [Using Technology to More Effectively Manage Arbitration](#), ABA's Dispute Resolution Section - Section's Fifteenth Annual Spring Conference in Chicago, Illinois - 4/13

10. *Computer Aided Evidence Presentation in Private Arbitration Proceedings* AAA/ICDR Neutrals Conference, Scottsdale, 3/2012

11. *Pitfalls and Practice Tips on Arizona's New Revised Uniform Arbitration Act*, State Bar of Arizona's ADR Section CLE Program at Arizona State Bar Convention, 6/15/2011

12. Pima County Bar Association, Tucson, AZ, *Arizona's New Revised Uniform Arbitration Act & Drafting Arbitration Clauses & Agreements Under Arizona's RUAA-* 6/10/2011

13. In-house CLE Program on Arizona's NEW Revised Uniform Arbitration Act, Davis Miles, PLLC, Tempe, AZ 4/28/2011

14. *Arizona's New Revised Uniform Arbitration Act*, State Bar of Arizona's Securities Regulation Section CLE Program, 4/12/2011

15. *Arizona's New Revised Uniform Arbitration Act & Arbitration Case Law Update*, State Bar of Arizona, 11/5/2010

16. *Understanding the Instant Impact of Rent-A-Center, West, Inc. v. Jackson (U.S. June 21, 2010) on ADR and*

Unconscionability Challenges to Arbitration Agreements 8/11/2010

17. *Dealing with Delay Tactics in Arbitration*, AAA, 3/24/2010

18. *The AAA's NEW Construction Industry Arbitration Rules and Mediation Procedures effective 10/1/2009*, State Bar of Arizona's Construction Law Section CLE Program, 12/1/2009

19. *Drafting ADR Clauses in Business Contracts*, Phoenix City Attorney's Office In-house CLE Program, 0/8/2009

20. *Drafting Alternative Dispute Resolution Clauses in Real Property Agreements*, State Bar of Arizona's Real Property Law Section CLE Program, 9/9/2009

21. *Drafting ADR Contract Provisions in Intellectual Property Agreements*, State Bar of Arizona's Intellectual Property Section CLE Program [Encore Presentation], 10/23/2008

22. *Drafting ADR Contract Provisions in Intellectual Property Agreements*, State Bar of Arizona's Intellectual Property Section CLE Program at Arizona State Bar Convention, 6/19/2008

23. *DISCOVERY IN ARBITRATION: Controlling the 'Creep' towards 'Arbigation' in Arbitration Proceedings*, State Bar of Arizona's ADR Section CLE Program, 2/5/2008

24. *Dealing with Delay Tactics in Arbitration*, AAA, 2/24/2005

25. *Drafting Effective Scheduling & Procedures Orders*, AAA, Phoenix, AZ, 12/7/2004

26. *Arizona Law and Private Arbitrations (including NASD and NYSE Arbitrations)*, State Bar of Arizona's

Securities Regulation Section CLE Program
circa 2004

27. *Arbitration versus Litigation: Is Arbitration Really Less Expensive?**

28. *AAA Arbitration**

29. *How to Handle a Commercial Arbitration Case**

30. *Arbitration Strategies and Tactics**

PROFESSIONAL HONORS & ACTIVITIES

♦ Fellow, **College of Commercial Arbitrators**

♦ [Southwest Super Lawyer®](#) in **Alternative Dispute Resolution ("ADR")**

♦ Panel Neutral (Arbitration & Mediation), **American Arbitration Association [Commercial, Construction Industry and Large and Complex Case Panels]**

♦ Panel Neutral (Arbitration), **International Centre for Dispute Resolution**

♦ Panel Neutral (Arbitration & Mediation), **National Academy of Distinguished Neutrals ("NADN")**

♦ Member, **American Bar Association's Dispute Resolution Section**

♦ LEGAL LEADERS' *Arizona's Top-Rated Lawyers of 2014 - 2017* in the areas of **ADR, Business and Commercial law**

♦ **"Best of Arizona Attorneys - Alternative Dispute Resolution"** in "Ranking Arizona" (2012)

♦ Member, **State Bar of Arizona, Alternative Dispute Resolution Law Section** (Executive Committee, 2007-2009;

Chair/Co-Chair, **Legislative Affairs Subcommittee, 2004 - 2011; Chair, Continuing Legal Education Subcommittee, circa 2004)**

♦ Chair/Primary liaison of the **Legislative Affairs Subcommittee of the State Bar of Arizona's ADR Section** responsible for the nine (9) year lobbying effort to pass Arizona's Revised Uniform Arbitration Act ("RUAA") in 2010

♦ **"AV Preeminent"** rating by the **Martindale-Hubbell Peer Review Ratings System**

♦ Sustaining Member, **"Arizona's Finest Lawyers"**

♦ Past Chair, **State Bar of Arizona's Technology Committee 2015-2017 (Past Chair: Cloud Computing and Law Practice Management Subcommittee, 2013-2015)**

♦ Member, **State Bar of Arizona, Business Law Section**

♦ Member, **State Bar of Arizona, Construction Law Section**

♦ Member, **State Bar of Arizona, Real Estate Law Section**

♦ Member, **Project Management Institute ("PMI")** - Member, **Legal Project Management Community of Practice**

♦ Founder, www.lexprojex.com

♦ Member, **e-Courtroom Committee of the Maricopa County Superior Court, 2000-2001**

♦ Presenter/Demonstrator, **Inaugural Opening of the Sandra Day O'Connor Federal Court Building in Phoenix, Arizona, demonstrating its world class computer**

aided evidence presentation equipment and facilities

PROFESSIONAL LICENSES, COURT AND BAR ADMISSIONS

- ♦ State Bar of California, 1983 (presently inactive)
- ♦ State Bar of Arizona, 1995
- ♦ Central District of California, 1983
- ♦ District of Arizona, 1995
- ♦ U.S. Court of Appeals, Ninth Circuit, 1983

PUBLICATIONS & ARTICLES

Mr. Lassiter frequently writes and "BLAWGS" on Arbitration law and practice. His publications and articles include:

1. *Annotated Specimen Form of Alternative Dispute Resolution Clause with Commentary for Arbitration Agreements subject to Arizona's RUAA*, ARIZONA ADR FORUM [Newsletter of the ADR Section of the State Bar of Arizona], Winter 2013
2. *Drafting ADR Clauses in Business Agreements Under Arizona's Revised Uniform Arbitration Act (or "How Not to be the Pariah of the Litigation Lawyers in Your Firm")*, ARIZONA ADR FORUM, Winter 2013
3. *Summary of Arizona State Cases on Private Arbitration under Arizona's Arbitration Act* (State Bar of Arizona CLE Materials for Annual Private Arbitration Update) (1999-2016)

4. [Arizona's New Revised Uniform Arbitration Act](#), ARIZONA ATTORNEY Magazine, (Nov. 2010)

5. *Drafting ADR Clauses in Arizona after the RUAA*, State Bar of Arizona CLE Program Materials, (2011)

6. *ARBITRATOR JURISDICTION: WHO DECIDES WHO DECIDES WHAT'S ARBITRABLE? A Primer on Jurisdiction in Private Arbitration Matters*, State Bar of Arizona CLE Program Materials, (2009-2010)

7. *Annotated Specimen Form of Alternative Dispute Resolution Clause with Commentary*, State Bar of Arizona CLE Program Materials, (2008-2010)

8. *Arbitration Boot Camp*, State Bar of Arizona CLE Program Materials (1999-2015)

9. *Arbitration 101 – What Every Advocate Should Know*, (CLE Program Materials for AAA's First On-Line, On-Demand Internet CLE Video Training Program (~ 2003)

EDUCATION

- ♦ Northern Arizona University, courses towards **Master's in Administration: (Legal) Project Management** (Finished upper level, advanced level courses, but did not graduate. 4.0 GPA)
- ♦ Loyola Law School, J.D., 1983
- ♦ University of California at Los Angeles, *cum laude*, B.A., 1980

BIRTHPLACE

- ♦ Boston, Massachusetts

COMPENSATION

\$400.00 per hour, plus out of pocket expenses. Hourly rate applies to preliminary hearings, conference calls, correspondence with counsel & AAA staff, reading time & writing awards. WILLING TO SERVE THROUGHOUT THE U.S.A. NO CHARGE FOR OUT-OF-STATE TRAVEL WITHIN THE CONTINENTAL U.S.A. OR WITHIN MARICOPA COUNTY, ARIZONA. OTHER TRAVEL TIME

WITHIN ARIZONA WILL BE BILLED AT 1/2 OF THE NORMAL HOURLY RATE. Will bill for actual expenses for travel, food and lodging (prevailing IRS rate for mileage).

CANCELLATION/POSTPONEMENT

POLICY: If any hearing dates are cancelled for any reason, and notice of the same is not received at least 10 business days before the first hearing date, then 4 hours will be billed for each cancelled hearing day. These charges shall apply unless another arbitration matter can be scheduled in its place.