



Donald W. Rose, Esq.
Pelham, New York



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Primary Areas of Expertise

Professional Liability
Insurance Cover and Claims
Complex Commercial Contracts
Government Contracts - Service
Trademark Enforcement
Partner/Employee Rights

Professional Summary

Seasoned mediator, arbitrator and dispute prevention professional with 40 years experience resolving complex commercial, professional liability and other business-to-business and employment disputes. Former Deputy General Counsel—Litigation and Regulatory Matters at a Big 4 accounting, tax and professional services firm who resolved over 100 lawsuits and government investigations by direct negotiation, mediation and, when necessary, arbitral award or jury verdict. Extensive experience with conflict in a wide array of professions, including accounting, tax, actuarial, consulting, and industries, including financial services and banking, securities, insurance and reinsurance, defense and government contracts and consumer products.

Current Employer-Title

Donald Rose Dispute Resolution LLC - Founder and Sole Member

Profession

Alternate Dispute Resolution and Dispute Prevention Neutral; Licensed Attorney

Work History

Founder, Donald Rose Dispute Resolution LLC, 2020-Present;
Principal & Deputy General Counsel-Litigation & Regulatory Matters (2006-2019)
/Associate General Counsel (1993-2006), KPMG LLP, 1993-2019;
Litigation Attorney, Chadbourne & Parke LLP, 1982-1993.

Experience

Four decades of experience as outside counsel, in-house litigator, litigation portfolio manager and risk management leader, together with full time focus serving as a professional mediator and arbitrator provides a strong foundation for mediating and arbitrating complex commercial, contract and lease disputes; professional liability and fee disputes (audit, accounting, tax, actuarial and business consulting); government contractor-subcontractor claims; insurance coverage and claims disputes, federal and state trademark infringement and Lanham Act suits;

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Neutral ID : 5394094

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

The information contained in this resume has been supplied solely by the individual arbitrator 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 an arbitrator's resume. If you have any questions about an arbitrator's experience or background, you are encouraged to contact your case manager.

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partnership rights disputes; executive compensation and severance disputes, and employee discrimination and wage and hour suits.

Since becoming a full-time neutral, selected or appointed mediator or co-mediator in more than 50 federal and state court cases and as either chair, wing or sole arbitrator in 24 cases, including mediations and an arbitration of international disputes.

Twenty-six years with KPMG LLP (US) as in-house counsel, originally as Associate General Counsel and then as Deputy General Counsel-Litigation & Regulatory Matters, litigating and successfully resolving, through direct negotiation and mediation, arbitral award and jury verdict, dozens of client and third-party lawsuits, securities and consumer class and mass actions, pre-suit claims, arbitrations and government investigations and administrative actions arising from the provision of accounting, auditing, tax, actuarial and business performance advisory services to firm private sector clients in a wide-array of industries (including banking, finance, insurance and re-insurance, computer manufacturing and internet services, government contracting, and consumer products manufacturing and distribution) and federal, state and local governments, with damage claims from under \$100,000 to \$1.3 billion. Litigated to arbitral award sixteen (16) professional malpractice, breach of contract and fraud claims, trying others to juries, judges and administrative judges. Resolved dozens more partnership rights and employment discrimination claims, including five (5) partner rights claims through arbitral award.

Twelve years' experience as a litigation attorney with a large New York law firm specializing in complex commercial, securities class and derivative, mergers & acquisition, bankruptcy and insurance litigation for clients in the manufacturing, financial services, insurance, defense and energy industries. Represented clients in international litigations sited in Bermuda and the United Arab Emirates.

Areas of Expertise include: Professional Liability (Audit, Accounting, Actuarial, Tax, Business Consulting); Complex Commercial Transactions and Breach of Contract; Business Torts and Unfair Competition; Trademark; Securities Class and Mass Actions; Insurance Coverage and Claims; Data Protection and Use; E-Discovery; Government Contracting and Compliance; Cross-border litigation.

Alternative Dispute Resolution Experience

Serving as mediator and arbitrator in commercial and contract cases, professional liability and fee disputes, trademark and employment disputes on the Mediation Panels of the United States District Courts for the Southern and Eastern Districts of New York and for the New York State Unified Court System, Commercial and Civil Divisions and the American Arbitration Association Mediation Panels, and as arbitrator on the Arbitration Panel of the EDNY, the CPR Panel of Distinguished Neutrals (Accounting, Banking and Finance; NY Commercial; E-Discovery and Pro Bono Panels), the AAA Commercial and Consumer Arbitration Panels and for the NYS Unified Courts, 1st and 9th Judicial Districts.

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Served as Sole Arbitrator of insured's claim against Property and Casualty insurer asserting breach of contract, wrongful denial of claim and violations of Texas and New York insurance laws arising from insurer's denial of claim for hail, wind and rain damage.

Served as Panel Arbitrator in international arbitration of claim asserting breach of professional services agreement brought by US-based global tax services provider against respondents located in Bermuda, British BVI and Switzerland.

Served as Panel Chair (8), Sole (3), and Panel Wing (7) arbitrator in 18 attorney-client professional fee arbitrations under NYS UCS Part 137, issuing reasoned awards in each.

Served as Sole Arbitrator in American Arbitration half a dozen consumer arbitrations involving claims for breach of finance and credit agreements, fraudulent misrepresentation, undue enrichment, rescission, violations of the Fair Credit Billing Act, Fair Credit Reporting Act and/or the Truth in Lending Act.

As in-house litigator arbitrated to award more than 16 claims involving a wide range of subject matter, including professional negligence and fee disputes (Audit, Tax, Actuarial and Management Consulting), business torts, fraud and unfair competition, complex commercial and breach of contract claims, partnership rights and employment discrimination and compensation claims. Arbitrations litigated to award include:

- 6 audit malpractice cases with damages ranging from \$3 million to \$1.3 billion, including claims brought by the Bankruptcy Trustee of a failed marine construction company; consolidated derivative claims by investors in a Madoff "feeder fund;" claims by two colleges under GAGAS standards; public company claim for withdrawal of audit opinion delaying company's planned stock repurchase; and a claim by a US private company in relation to derivative trading losses incurred by its French subsidiary.
- Arbitration of actuarial malpractice and breach of contract claims asserted by a state insurance commissioner as Receiver for a failed title insurance company.
- Arbitration of breach of contract claims arising from performance of M&A due diligence and advisory services.
- Arbitral claims of professional negligence and breach of contract against Independent Accountants deciding post-closing adjustments disputes pursuant to asset purchase agreement ADR provisions (dismissed before hearing).
- Arbitration brought to collect professional fees earned in business advisory litigation-support engagement.
- 7 unrelated arbitrations by current or former partners of accounting firm alleging violation of partnership agreement or age discrimination laws.

Technology Proficiency

Proficient conducting mediations and arbitrations on Zoom Videoconferencing and Teams Platforms.

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Successfully completed Clearbrief Academy, May 2025.

Education

Columbia University School of Law (JD - 1982); University of Rochester (BA - 1979).

Professional Licenses

Admitted to the Bar: New York, First Appellate Department (1983); U.S. District Court: Southern and Eastern Districts of New York (1984); U.S. Court of Appeals: Second Circuit (1990); U.S. Supreme Court (1991).

Professional Associations

Chartered Institute of Arbitrators - Fellow, North American Branch, New York Chapter;
Centre for Effective Dispute Resolution (CEDR) - Accredited Mediator;
International Institute for Conflict Prevention and Resolution - Member,
Distinguished Panel of Neutrals, Certified Dispute Prevention and Relationship Manager
American Arbitration Association, Commercial and Consumer Arbitration Panels and Commercial Mediation Panel
USDC SDNY Mediation Panel and Mediation Advisory Board;
USDC EDNY Mediation and Arbitration Panels;
NYS Unified Court System, Supreme Court, 1st and 9th Judicial Districts, Commercial and Civil Division Mediation Panels;
New York State Bar Association Dispute Resolution Section, Domestic Arbitration and Ethics Committees;
American Bar Association Dispute Resolution and Litigation Sections, Professional Liability Litigation Committee.

Recent Publications & Speaking Engagements

Panelist, "Ethics for Neutrals: Recognizing the Ethic Issues that Might Slip By - Part 2" presented by the NYSBA, Dispute Resolution Section Ethics Committee, March 5, 2025

Panelist, "Ethics for Neutrals: Recognizing the Ethic Issues that Might Slip By" presented by the NYSBA, Dispute Resolution Section Ethics Committee, December 2024

Panelist, "Mediating Professional Liability Cases - from the Mediator's Point of View," presented by the ABA Litigation Section Professional Liability Litigation Section, October 2024

Panelist, 'Arbitration War Stories Roundtable: Cautionary Tales from Panel, Counsel and Client Perspectives,' presented by the New York State Bar Association, Dispute Resolution Section and Domestic Arbitration Committee, December 2023

Locations Where Parties Will Not be Charged for Travel Expenses

New York City metropolitan area; Philadelphia, PA; Rochester NY

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Citizenship	United States of America	
Languages	English	
Compensation	Hearing:	\$700.00/Hr
	Study:	\$700.00/Hr
	Cancellation:	\$3500.00/Day
	Cancellation Period:	14 Days
	Comment:	Travel Rate: Travel time is not billed unless working on the file. Cancellation Fees: One-half booked time if a hearing is cancelled less than fourteen business days in advance, which fee will be reduced to the extent my time can be rebooked. If cancellation is the result of settlement, will forego any cancellation fee if given notice of the cancellation at least five calendar days before the hearing was to commence, or if earlier travel is required, before booked date of departure. For any cancellation, non-refundable travel expenses, such as airline tickets or non-refundable hotel expenses, will be due notwithstanding cancellation.

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