



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*

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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.

## **Mediator Experience**

Member of the following Mediation Panels: AAA National Roster of Commercial Mediators; United States District Courts (USDC) for the Southern District of New York; USDC for the Eastern District of New York; NYS Supreme Court, Commercial and Civil Divisions, 1st and 9th Judicial Districts. Experience mediating breach of commercial contract and lease claims, professional negligence and billing disputes, trademark infringement and Lanham Act claims, business tort and fraud claims, government contractor-subcontractor disputes; executive compensation and separation and employee discrimination and retaliation claims (race, age, sex, gender, caregiver, ADA under Title VII, NYSHRL, NYCHRL and

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N.Y.C. Admin Code) and wage & hour (FLSA, NYLL) cases.

**Representative Issues  
Handled as a Mediator**

- Trademark litigations including a declaratory judgment action by family-owned clothing manufacturer against a major motion picture studio; an action by online digital OEM manual and assembly instructions media company action against finance/credit card company over use of corporate name; action by ethnic-oriented ice cream parlor franchisor alleging infringement by foreign ice cream manufacturer using same name in violation of common law TM rights and state registrations; and suit by international clothing purveyor against online retailer alleging unauthorized use of registered marks in online sponsored advertising to misdirect customers to competing products sold on retailer's site.
- Action by employee health benefit plan against foreign airline-insured and broker alleging breach of implied contract, fraud, conversion and quantum meruit for diversion and unpaid premiums;
- Defense subcontractor breach of contract claims against prime contractor;
- Insurance coverage, premium payment and/or claims disputes, including failure to defend claims;
- International breach of contract claim by Vietnamese clothing manufacturer against NY distributor;
- Multi-party claims to finder fees in connection with insurance company's recovery of 30-year old foreign sovereign debt;
- Mediation of declaratory judgment action by a nationwide telecom provider-lessee against property owner-lessor to compel lessor consent to lessee's application for NY Fire Department rooftop access to upgrade equipment; and
- Employment discrimination and retaliation claims under federal, NY State and NY City laws involving claims of race, age, sex, gender, caregiver, and disability discrimination and wage & hour law non-compliance brought by employees and executives in varied businesses settings including restaurants, a not-for-profit social service organization, municipal police and prison facilities, law firms, university medical centers, construction and publishing companies.

**Mediator Style &  
Process Preferences**

I have over 100 hours of formal mediation and conflict prevention training in facilitative mediation and the use of evaluative techniques. But in reality, how I mediate is equally influenced by a pragmatic approach shaped by my extensive litigation and mediation experiences over a 37-year career as outside litigation counsel, in-house litigator and, ultimately, my role as a Deputy GC-Litigation and risk manager for a Big 4 multi-disciplinary professional services firm. For over two decades, I mediated as an advocate/party representative resolving dozens of complex, high-stakes litigation matters in cost-effective and creative ways, often in mediations conducted by many of the nation's pre-eminent mediators. Tasked with cost-effective resolution of the firm's litigation portfolio, I used early case assessment and valuation practices enabling early mediation of claims based on a clear and unbiased understanding of the facts, law, costs to defend and the risk of loss at trial. Now, as a mediator, I draw on those experiences to address the particular needs of the parties in each unique dispute I mediate.

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I believe preparation is key to success in mediation - for both the parties and the mediator. I work hard to be as prepared as I can be and to understand the critical facts underlying the parties' dispute and each party's interests and needs that will affect how the case can be resolved. I work to help each party recognize critical facts and legal principles and to assess, objectively and realistically, the impact they have on the party's likely litigation outcomes. The most critical determinant of whether a settlement can be reached is the degree to which the parties have conducted an unbiased and comprehensive analysis not only of the strength of their case, but equally its weaknesses - and given thoughtful consideration as to acceptable solutions.

In terms of process, I conduct a preliminary conference with counsel to be briefed on the background and status of the case, the principle legal and factual issues, the degree of information exchange between the parties likely to occur ahead of mediation, any logistical issues and to set the schedule for pre-mediation actions and the mediation itself. I request the parties submit mediation statements sufficiently ahead of the mediation session to enable thorough review. I schedule separate pre-session meetings with each party and its counsel in which I pose questions raised by my review of the parties' mediation statements to better understand the party's interests and needs affecting resolution, to start to build relationship and rapport with the party and counsel, and, if need be, to request additional information ahead of the mediation session. These pre-session meetings greatly increase the efficiency of the formal mediation session and the chances of resolution.

I then hold the mediation session. Where agreement cannot be achieved by the close of the mediation session, I may ask if the parties will entertain a mediator's proposal, which I tailor to present terms which I believe might be accepted by all parties. I have also settled several difficult cases by facilitating post-mediation dialogue after an "impasse" had been declared.

**Technology Proficiency** Proficient conducting mediations and arbitrations on Zoom Videoconferencing and Teams Platforms.

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;

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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

**Citizenship  
Languages**

United States of America  
English

**Compensation**

Hearing:	\$700.00/Hr
Study:	\$700.00/Hr
Cancellation:	\$2500.00/Day
Cancellation Period:	14 Days
Comment:	Cancellation Fees: Charge one-half booked time if a hearing is canceled less than 14 business days in advance, which fee will be reduced to the extent time can be re-booked. If cancellation is the result of settlement prior to conducting a

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scheduled pre-mediation meeting with any party, will forego any cancellation fee if given notice of the cancellation at least five calendar days before the mediation was to commence, or if earlier travel is required, before booked date of departure, though may bill for time actually spent as study or preparation of the case. For any cancellation, non-refundable travel expenses, such as airline tickets or non-refundable hotel expenses, will be due notwithstanding cancellation.

**Travel Time and Expense:** Time spent traveling will not be billed except to the extent time is spent working on the case. Where air travel is required, within the contiguous 48 states of the United States, will seek reimbursement only for an economy class ticket on any flight of four hours or less; economy plus or business class on direct flights over four hours or business class on transcontinental or international flights. Where overnight accommodation is required, will stay at hotels priced equivalent to a Hyatt or Marriott. Meals while in transit and when staying out of town will be reimbursed. All travel expenses will be reimbursed at the cost incurred at the date of travel. No commutation expenses for local travel (within NY City metropolitan area) to or from the hearing site will be charged. Travel over 50 miles by use of personal car, may bill such expense at the IRS approved rate per mile. Require advance deposit of estimated fees and travel expenses.

**Billing:** Statements of time and expenses will be provided at least monthly and concurrent with delivery of any statement, shall deduct the amount reflected on the monthly statement from the deposit. Further deposits may be required as fees and expenses are incurred and reserve the right to discontinue providing services should requested deposits not be replenished timely.

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