



# Nora A. Valenza-Frost

OF COUNSEL

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## Overview

Nora Valenza-Frost represents insurers and reinsurers in complex commercial litigation and arbitrations, including complex insurance coverage disputes and reinsurance matters. She regularly represents and counsels insurers, cedents, and reinsurers on claims, coverage, regulatory, and contract wording issues across all lines of business. Nora has also represented insurance companies before the New York State Department of Financial Services.

In addition to her work in the insurance and reinsurance space, Nora handles a variety of complex commercial disputes on behalf of lenders, mortgage servicers, and other financial institutions involving a wide variety of tort, property, and contract issues.

During law school, she served as an intern to the Honorable Faith S. Hochberg of the U.S. District Court for the District of New Jersey.

## Experience

### Insurance/Reinsurance Coverage and Litigation

Nora is counsel to insurers and reinsurance in matters involving numerous lines of business, including commercial general liability, EPL, D&O, E&O, representations and warranties, professional liability, fidelity, cyber, property, business interruption, life and health, workers' compensation, pollution, marine and inland marine, kidnap and ransom, and energy. Nora has experience with various insurance coverage issues, including claims-made and notice requirements, additional insured rights, other insurance clauses and priority of coverage, recoupment, consent-to-settle or voluntary payments provisions, fortuity, trigger, exhaustion, allocation, number of occurrences, subrogation, and follow form clauses. She also has experience with reinsurance issues such as follow-the-fortunes and follow-the-settlements, follow-the-form, underwriting and pricing, claims handling, utmost good faith, and various contract wording disputes.

She has handled a wide range of claims, including sexual/physical abuse, molestation, assault, construction defect, lead paint exposure, other types of alleged bodily injury, asbestos and toxic torts, third-party and first-party property damage, antitrust, pollution and other environmental damages, personal and advertising injury exposure, kidnapping, data breaches, employment practices violations, and breaches of purchase agreements.

Representative insurance matters include:

- *Nat'l Union Fire Ins. Co. of Pittsburgh v. Roman Catholic Diocese of Brooklyn*, No. 653575/2014 (N.Y. Sup. Ct. 2017), *appeal dismissed*, No. 2018-686 (N.Y. App. Div. 2019) (insurance coverage dispute involving underlying claims of sexual/physical abuse, granting motion for partial summary regarding pro rata allocation of defense and indemnity costs, number of occurrences, and exhaustion of multiple self-insured retentions).
- *AIG Claims, Inc. v. Pier View Condo. Ass'n, Inc.*, No. 157730/2018 (N.Y. Sup. Ct. Apr. 15, 2019) (granting petition to quash non-party subpoena issued by plaintiff in underlying construction defect action seeking the production of documents pertaining to other insurance coverage, policies, and claims-related information).
- *Cty. of Suffolk v. Lexington Ins. Co.*, No. 604661/2017 (N.Y. Sup. Ct. 2018) (obtaining summary judgment for second layer excess insurer in dispute involving E&O coverage provided by an excess liability policy on grounds that the underlying claim did not involve a "wrongful act" implicating the policy's insuring agreement, lacked the requisite fortuity required by New York law, and was barred by the policy's breach of contract exclusion).
- Defended and favorably settled multimillion-dollar pollution liability claim involving multiple pollution sites.
- Represented insurer in confidential arbitration involving representations and warranties policy in which buyer alleged breaches of a number of financial representations in a securities purchase agreement.
- Defended and favorably settled numerous declaratory judgment actions in which underlying claim involved alleged construction defects.
- Provided monitoring counsel.

Recent representative reinsurance matters include:

- Represented reinsurer in an arbitration involving the scope of a treaty's contested claims provision, related clauses, and the duty of utmost good faith.
- Represented a stop-loss insurer/reinsurer in arbitration against a claims administrator and underwriter under an MGU agreement.
- Represented a reinsurer in arbitration concerning its denial of a multimillion-dollar medical malpractice loss ceded to it in a matter involving late notice and bad faith claims handling.

### **Mortgage-Related, Consumer Finance, Title Insurance, and General Commercial Litigation and Dispute Resolution**

Nora represents financial institutions, lenders, mortgage services, and other commercial entities in complex litigation. Recent representative commercial matters include:

- *Saxon Mortg. Servs., Inc. v. Wright*, No. 707856/2017 (N.Y. Sup. Ct. July 22, 2019) (granting lender's motion for summary judgment to secure the cancellation and discharge of record of an erroneous satisfaction of mortgage, declaring the subject mortgages valid and subsisting liens on the subject premises, and striking answer interposed by borrower).
- *Saxon Mortg. Servs., Inc. v. Trovato*, No. 610603/2017 (N.Y. Sup. Ct. July 30, 2018) (obtaining declaratory relief discharging erroneous satisfaction of mortgage and declaring the operative CEMA and mortgages valid and subsisting liens and encumbrances on the subject property).

- *Lindow v. Royal Realty Assocs., LLC*, No. 8588/2014 (N.Y. Sup. Ct. 2018) (in quiet title dispute, obtaining dismissal of fraud and unjust enrichment claims brought against insured by plaintiff seeking to unwind a foreclosure judgment and alleging the misappropriation of real property).
- *SMI Home Mortg. v. Solano*, No. 0381270/2009 (N.Y. Sup. Ct. 2017) (obtaining judgment in favor of a mortgage servicer declaring an erroneous satisfaction of mortgage null and void, directing the city register to cancel and discharge said satisfaction of mortgage, and declaring the CEMA/mortgages valid and subsisting liens and encumbrances on the subject property).
- *Jean-Baptiste v. Saxon Mortg. Servs., Inc.*, No. CAE13-04688 (Md. Cir. Ct. July 16, 2015) (obtaining dismissal of lawsuit against servicer/lender alleging violations of TILA, Maryland's Consumer Protection Act, and RESPA and asserting claims of rescission, conversion, wrongful foreclosure, and breach of fiduciary duty).
- *Craig v. Saxon Mortg. Servs., Inc.*, No. 2:13-cv-04526, 2015 WL 171234 (E.D.N.Y. Jan. 13, 2015) (obtaining dismissal of complaint alleging fraud, unjust enrichment, violations of the FDCPA and TILA, and other claims against lender/mortgage servicer).
- *Mayor & City Council of Baltimore v. Saxon Mortg. Inc.*, No. 23651-14 (D. Md. 2015) (obtaining dismissal of action against lender alleging certain violations related to abandoned property and seeking fines/violations).
- *SMI Home Mortg. v. Coyne*, No. 17838/2009 (N.Y. Sup. Ct. 2014); *SMI Home Mortg. v. Downs*, No. 18262/2009 (N.Y. Sup. Ct. 2014); *SMI Home Mortg. v. Goodman*, No. 23786/2009 (N.Y. Sup. Ct.); *SMI Home Mortg. v. Sakla*, No. 005220/2009 (N.Y. Sup. Ct.); *SMI Home Mortg. v. Hakanjin*, No. 10870/2009 (N.Y. Sup. Ct.) (obtaining discharge of erroneous satisfaction of mortgage and declaring the CEMAs valid and subsisting liens on the subject premises, taking priority over other liens).
- *Deramo v. Laffey*, No. 15061/2011 (N.Y. Sup. Ct. 2014) (mortgage servicer not liable in action to determine adverse claims to property under New York Real Property Actions and Proceedings Law).

## All Insights

10.22.2020	Fifth Circuit Affirms That District Court in Texas Lacks Jurisdiction to Vacate Arbitration Award in Florida
10.20.2020	Western District of Washington Reverses Course and Compels Arbitration
10.01.2020	S.D.N.Y. Affirms Arbitration Award Over Challenge to Impartiality of Arbitrator
09.29.2020	Georgia Court of Appeals Reverses Confirmation of Arbitration Award Finding Arbitrator Ignored Contractual Language
09.10.2020	Ninth Circuit Affirms Order Denying Uber's Motion to Compel Arbitration of Claims Brought Under the ADA

09.08.2020	Texas District Court Compels Arbitration Involving Hurricane Harvey Loss
08.19.2020	Uber Price Fixing Class Action Award Still Fares Despite Arbitrator's Unfunny Joke
08.17.2020	SDNY Finds Cedent Entitled to Indemnification for \$20 Million Settlement Payment Under English Law
07.29.2020	Eighth Circuit Affirms Ruling That NLRB Retains Jurisdiction to Review Arbitration Decision on NRLA Charge, Not Court
07.27.2020	SDNY Grants 28 U.S.C. § 1782 Application for Discovery in Dispute Involving Republic of Lithuania
07.09.2020	Sixth Circuit Affirms Ruling That Arbitrator Is to Determine Arbitrability of Employment Dispute Between Franchise Employees and Domino's
07.07.2020	Ninth Circuit Affirms Ruling That Successor Is Bound to Collective Bargaining Agreement
06.17.2020	New Jersey District Court Rejects Challenge to Arbitration Award on the Basis of Public Policy
06.15.2020	Second Circuit Affirms EDNY Ruling That Customer Is Bound to Arbitration Clause in Amazon's Conditions of Use
05.28.2020	Fifth Circuit Affirms Ruling That Parties Lacked Agreement to Arbitrate
05.26.2020	SDNY Concludes Arbitrators Did Not Exceed Authority in Interpreting Product Pollution Liability Exception to Policy's Pollution Exclusion
05.06.2020	SDNY Severs Arbitration Award to Confirm in Part and Vacate in Part
05.05.2020	Utah Court Stays Claims in Litigation Pending Completion of Arbitration
04.17.2020	New York Court of Appeals Affirms GBL § 349 and § 350 Claims Must Have Widespread Effect on Consumers

04.15.2020	District Court of Maryland Denies Motion to Dismiss Petition to Vacate Arbitration Award
04.13.2020	Fourth Circuit Determines Arbitral Panel in UK Is Foreign Tribunal for Purposes of Section 1782
03.27.2020	District of Massachusetts Finds Subsequent Arbitration Not a Collateral Attack on Confirmed Award
03.25.2020	California District Court Confirms Arbitration Award Properly Conducted Under ICC Rules
03.04.2020	Third Circuit Affirms Confirmation of Arbitration Award Despite Challenge That Damages Figure Was Completely Irrational
03.02.2020	Kentucky District Court Confirms Arbitration Award Allocating All Environmental Contamination Costs to Petitioner
02.12.2020	Fifth Circuit Affirms Arbitration Award and Finds Panel Was Fairly Constituted and Did Not Award Punitive Damages
02.10.2020	Massachusetts District Court Appoints Arbitrator in Light of Parties Inability to Do So
01.24.2020	Maryland District Court Finds Damages Award, Not Liability Award Was “Final” Decision Triggering Time to Challenge Award Under FAA
01.22.2020	Without Jurisdiction or Authority to Review, California Appellate Court Dismisses Appeal of Trial Court’s Statement of Decision
12.11.2019	Second Circuit Finds Arbitrator Within Authority to Bind Absent Class Members to Arbitration
12.09.2019	Ninth Circuit Affirms Summary Judgment in Favor of Boeing and District Court’s Application of Swedish and U.K. Law
11.20.2019	California Court Finds Arbitration Agreement Invalid and Unenforceable as a Result of Economic Duress and Undue Influence
11.18.2019	Texas Magistrate Denies Motion for Attorneys’ Fees Incurred in Seeking Confirmation of Arbitration Award

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10.31.2019 Oklahoma Supreme Court Reverses Course: Finds Arbitration Clause Printed on Shingles' Wrapping Did Not Bind Homeowner to Arbitrate

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10.29.2019 Court of Federal Claims Finds HHS Offset Invalid Under Colorado's Insurance Liquidating Priority Scheme

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10.25.2019 Appearance by Video Might Be More Convenient for a Nonparty in Arbitration, But It Can't Be Compelled Under the FAA

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10.09.2019 District of Idaho Rejects Challenges to Arbitration Award

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10.07.2019 Nevada Supreme Court Reverses Ordered Arbitration as the FAA Preempts NRS 597.995

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09.18.2019 Intervenor-Defendant Obtains Stay of SDNY Action in Favor of Arbitration 14 Months After Complaint Filed

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09.16.2019 District of Connecticut Enforces Amex Arbitration Clause Where Cardmember Did Not "Opt Out"

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08.27.2019 NDNY Finds Party Waived Right to Pursue Employment-Related Claims and Confirms Arbitration Award

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08.25.2019 NDNY Unable to Resolve Ambiguity in Umbrella Policies and Sets Trial

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08.09.2019 New York's Highest Court Holds Untimely Disclosure Is Not an Untimely Disclaimer

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08.07.2019 New York Federal Court Punts Request for Foreign Reinsurer to Post Security Back to Arbitrators

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08.05.2019 Maryland Federal Court Denies Untimely Request to Vacate Arbitration Award

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07.17.2019 Florida Federal Court Compels Arbitration of Coverage Dispute Under the New York Convention

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07.15.2019 Fifth Circuit Reverses Ruling That Procedural Unconscionability Is Decided by Arbitrator

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06.28.2019 An Agreement to Arbitrate Is Not a Contract Defense Under Montana Law

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06.27.2019	Second Circuit Affirms Ruling Rejecting Lack of Notice Defense Under New York Convention Article
05.31.2019	Fifth Circuit Affirms Ruling That Policy's Conformity Provision Does Not Negate the Agreement to Arbitrate Despite Statute Prohibiting Arbitration Agreements in Insurance Contracts Covering Property
05.30.2019	Third Circuit Interprets Unique Arbitrability Language in Arbitration Clause
05.16.2019	Northern District of New York Declines to Imply a Follow-the-Fortunes or Follow-the-Settlements Obligation in Reinsurance Certificate
04.23.2019	California Federal Court Enforces Arbitration Provision in Uber Agreements
04.22.2019	Arbitrator Found Not to Have Issued a Reasoned Award, SDNY Remands to Arbitrator for Clarification
04.05.2019	Break Out Your Crystal Ball: New York's First Department Relies on Policy's Mitigation Provision as Support for Allegation That Consequential Damages Were Foreseeable
09.27.2018	Puerto Rico Addresses Impact of the NRRRA
09.25.2018	Financial Stability Oversight Council Determines Bank Holding Company Will Not Be Treated as a Nonbank Financial Company Post Merger
09.14.2018	Underlying Assertion of Negligent Misrepresentation Is Not Necessarily an Occurrence
09.07.2018	Eighth Circuit Finds All Claims Involving Consumer Credit Dispute Subject to Arbitration
09.05.2018	Federal Court in Puerto Rico Voids Marine Insurance Policy Based Upon Misrepresentation in Insurance
08.15.2018	Tax Court Rejects Captive Insurance Company Status Under 501(c)(15)
08.13.2018	California Court Grants § 1782(a) Application Seeking Subscriber Identity for Facebook Page Following Amendment of Application

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07.25.2018	California Federal Court Finds Defendant Did Not Wave Right to Arbitrate Despite Delay in Initiating
07.23.2018	New York Federal Court Finds Section 1782 Petition Can Reach Documents Abroad
07.05.2018	Fourth Circuit Upholds Arbitration Award Involving Termination of Employee
07.02.2018	New York's First Department Upholds Fraud Claim Involving Alleged Sham Reinsurance Scheme
06.14.2018	California Court of Appeals Affirms Decision that Arbitration Provision and Its Delegation Clause Were Unlawful and Void
05.25.2018	An Expert Is Only as Good as His Actual Experience
05.23.2018	Colorado Federal Court Adopts Report & Recommendation to Compel Arbitration Despite Challenge
05.21.2018	Texas Federal Court Enforces Arbitration Award Under the New York Convention Despite Jurisdictional Challenge
05.02.2018	New York Federal Court Curbs 30(b)(6) Topics and Quashes Non-Party Seeking the Same Testimony
04.30.2018	New York Federal Court Largely Denies Motions for Summary Judgment on Issues in Breach of Facultative Reinsurance Certificate Dispute But Grants Dismissal of Quasi-Contract Claims
04.11.2018	Minnesota Court of Appeals Affirms Dismissal of Claims Against Reinsurer Under Filed-Rate Doctrine
04.09.2018	Third Circuit Finds Agreement to Arbitrate Unenforceable Because Arbitration Was Directed to an Illusory Forum
03.22.2018	D.C. Circuit Court Rules on Currency Conversion Issue in Arbitral Award
03.20.2018	Court Interprets Contract Containing Mandatory De Novo Review Provision of Arbitration Award

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02.28.2018	California Federal Court Confirms Arbitration Award Benefitting Third-Party
02.26.2018	Fourth Circuit Finds Incorporation of JAMS Rules Constitutes Parties' Intent to Delegate Question of Arbitrability to Arbitrator
02.09.2018	See Something, Say Something – Especially on Your Application for Insurance Coverage
02.07.2018	California Court of Appeal Remands Matter for Superior Court to Decide Issue of Arbitrability and Whether Delegation Clause Was Unconscionable
02.05.2018	Ninth Circuit Finds Arbitration Clause Showed Clear and Unmistakable Intent to Resolve Arbitrability Questions by Arbitration
01.17.2018	Eighth Circuit Upholds Dismissal of Claim Against Department of Health & Human Services Under ACA Transitional Reinsurance Program for Lack of Subject-Matter Jurisdiction
01.16.2018	Fifth Circuit Affirms Court's Authority to Rule on Question of Arbitrability and Finds Injunctive Relief Was Not Subject to Arbitration
12.26.2017	NDNY Jury Awards \$35M Plus Interest for Amounts Due Under Reinsurance Contracts
12.07.2017	District Court Discharges Phoenix Fire and Marine Insurance Company Conservator
12.05.2017	Northern District of Georgia Orders Cedent to Produce Information on Its Payment of Claims
11.16.2017	District of Colorado Affirms FINRA Arbitration Award
11.14.2017	England's High Court of Justice Upholds Arbitration Award Finding No "Serious Irregularity"
10.25.2017	District of South Carolina Denies Motion to Dismiss Action Involving Fronting Relationship
10.23.2017	Ninth Circuit Affirms Application of Arbitration Clause Found in Amazon's Conditions of Use

10.05.2017	Delaware Governor Signs Law Creating Streamlined and Inexpensive Regulatory Regime for Dormant Captive Insurance Companies
10.03.2017	Eighth Circuit Holds That a Motion to Dismiss Based on an Arbitration Clause Is Not a Challenge to the Court's Jurisdiction
09.13.2017	Ninth Circuit Finds Plaintiff Entitled to Trial on Issue of Whether an Arbitration Agreement Was Executed
09.11.2017	Second Circuit Vacates District Court's Confirmation of Class Certification Award
08.24.2017	Court Upholds Attorney-Client Privilege Despite Advice of Counsel Defense in Tax Case Involving Reinsurance Transactions
08.21.2017	Court Declines to Determine Whether Reinsurance Syndicate for Which a Company Fronted Should Be Involved in an Arbitration
08.03.2017	Northern District of Illinois Dismisses Lawsuit Involving Reinsurance for Private Mortgage Insurance
07.12.2017	Federal Court Retains Jurisdiction Over Action Stayed for Arbitration, Pre-Empting State Court
07.10.2017	Court Confirms Interim Arbitration Award Requiring Posting of Pre-Hearing Security
06.22.2017	Pennsylvania Federal Court Finds Continuing Violations Doctrine Applicable to RESPA Claims
06.19.2017	Kentucky Federal Court Finds Subject-Matter Jurisdiction Has Not Been "Reverse Preempted" by Application of Kentucky's Insurers Rehabilitation and Liquidation Law
06.02.2017	Sixth Circuit Affirms Finding Arbitrator Had Reasonable Basis to Deny Wage Discrimination Claim
05.31.2017	Fourth Circuit Affirms Finding That Arbitration Agreement in Payday Loan Obtained Over the Internet Is Unenforceable
05.12.2017	Multiple Instances of Defectively Designed, Manufactured, or Installed Windows Does Multiple Occurrences Make

- 05.09.2017 Texas Court Finds Policy Contained Delegation Clause Requiring Arbitration Under English Law
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- 05.08.2017 McCarran-Ferguson Act Prohibits Pursuit of Rico Claims Against Insurer
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- 04.19.2017 UK Supreme Court Confirms English Courts Lack Jurisdiction Under the Arbitration Act 1996 to Compel Parties to Provide Security When Resisting Enforcement of Arbitration Awards Under the New York Conv
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- 04.17.2017 California Supreme Court Finds Waiver of Statutory Remedy in Arbitration Agreement Contrary to Public Policy
- 
- 03.29.2017 Pennsylvania Appellate Court Denies Petition to Transfer Structured Settlement Involving LHWCA
- 
- 03.27.2017 Eleventh Circuit Looks to Alabama's Doctrine of "Intertwining" to Determine Non-Signatory Cannot Be Compelled to Arbitrate
- 
- 03.09.2017 Ninth Circuit Confirms Arbitration Award Challenged for Lack of "Reasoned Opinion"
- 
- 03.06.2017 New Jersey Court Compels Arbitration, Declines to Appoint Substitute Arbitrator Despite "Exorbitant" Administrative Fee
- 
- 02.24.2017 NY DFS Cybersecurity Regulations Take Effect March 1, 2017
- 
- 09.19.2016 What You Must Know about New York's Proposed Cybersecurity Regulation for the Banking, Insurance, and Financial Services Sectors
- 
- 03.31.2016 Must Insureds Attend Examinations Under Oath Alone?
- 
- 11.18.2015 NY Insurance Law 3420(d)(2) Is Strictly Enforced

### **All News**

- 09.29.2020 2020 New York Metro Super Lawyers Honors Carlton Fields Attorneys
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- 09.12.2019 New York Metro Super Lawyers Honors Carlton Fields Attorneys on 2019 Lists
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## Recognition

- *The Best Lawyers in America: Ones to Watch*, Insurance Law (2021)
- New York Metro Rising Stars, *Super Lawyers Magazine* (2018–2020)

## Professional & Community Involvement

- American Bar Association
- Maritime Law Association of the United States
- New York State Bar Association

## Credentials

### EDUCATION

- Brooklyn Law School (J.D., 2010)
- University of Maryland (B.A., 2005)

### BAR ADMISSIONS

- New Jersey
- New York

### COURT ADMISSIONS

- U.S. District Court, District of New Jersey
- U.S. District Court, Eastern District of New York
- U.S. District Court, Southern District of New York

## Background

- Associate, Locke Lord LLP (s/b/m Edwards Wildman Palmer LLP), New York, NY (2012–2015)
- Associate, Nicoletti Hornig & Sweeney, New York, NY (2010–2012)
- Legal Assistant, Skadden Arps Slate Meagher & Flom LLP, New York, NY (2005–2007)

## Areas of Focus

### PRACTICES

- Appellate & Trial Support
- Cannabis Law
- Class Actions
- Consumer Finance
- Cybersecurity and Privacy
- Financial Services Regulatory
- Life, Annuity, and Retirement Solutions

### INDUSTRIES

- Banking, Commercial, and Consumer Finance

- Life, Annuity, and Retirement Litigation
- Litigation and Trials
- Property & Casualty Insurance
- Real Property Litigation
- Reinsurance
- Representations and Warranty Insurance
- Title Insurance