



Nora A. Valenza-Frost

ASSOCIATE

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Overview

Nora Valenza-Frost represents U.S. and international insurers and reinsurers in arbitration and litigation involving complex claims, coverage, and regulatory issues across all lines of business.

Nora provides coverage opinions for claims involving several lines of business, including commercial general liability, professional liability, directors and officers liability, contractor's protective professional indemnity, errors and omissions, excess and surplus lines, property, workers' compensation, business interruption, life and health, pollution, environmental, energy, and marine and inland marine policies. She also provides guidance on questions relating to cyber risk and data breach exposures, liability, and insurance coverage issues.

She drafts and revises insurance policies. She also advises insurers, reinsurers, and third-party administrators with respect to regulatory issues. Nora has represented insurance companies before the New York State Department of Financial Services.

Nora also has experience handling consumer finance and complex commercial disputes on behalf of lenders, mortgage servicers, and financial institutions in litigation 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

- Representation of a stop-loss insurer/reinsurer in arbitration against a claims administrator and underwriter under an MGU agreement.
- Representation of insurers facing allegations of extra-contractual claims of bad faith and unfair claims handling.
- Provide monitoring counsel for professional lines policies.
- Representation of insurers under investigation by state insurance regulators.

- Representation of an insurer in an action to determine the impact of CERCLA on a property insurance policy.
- Advises clients on cyber risk and data breach exposures, liability, and insurance coverage issues.
- Counsel an insurer to determine and settle the number of occurrences under related event policy wording.
- Provided assistance to insurers in revising policy wording to incorporate new regulations and better risk management practices.
- Represents financial institutions, lenders, mortgage services, and other entities in complex litigation, including the following reported decisions:
 - *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. 0017838/2009 (N.Y. Sup. Ct. 2014); *SMI Home Mortg. v. Downs*, No. 0018262/2009 (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. 0010870/2009 (N.Y. Sup. Ct. Cty.) (obtaining discharge of erroneous satisfaction of mortgage and declaration that CEMAs are valid and subsisting liens on the subject premises, taking priority over other liens).
- *Deramo v. Laffey*, No. 0015061/2011 (N.Y. Sup. Ct. 2014) (mortgage servicer not liable in action to determine adverse claims to property under New York's Real Property and Proceedings Law).

All Insights

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| 05.16.2019 | Northern District of New York Declines to Imply a Follow-the-Fortunes or Follow-the-Settlements Obligation in Reinsurance Certificate |
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| 04.23.2019 | California Federal Court Enforces Arbitration Provision in Uber Agreements |
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| 04.22.2019 | Arbitrator Found Not to Have Issued a Reasoned Award, SDNY Remands to Arbitrator for Clarification |
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| 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 |

10.18.2018	New York Metro Super Lawyers Honors Carlton Fields Attorneys on 2018 Lists
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09.27.2018	Puerto Rico Addresses Impact of the NRRRA
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09.25.2018	Financial Stability Oversight Council Determines Bank Holding Company Will Not Be Treated as a Nonbank Financial Company Post Merger
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09.07.2018	Eighth Circuit Finds All Claims Involving Consumer Credit Dispute Subject to Arbitration
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09.05.2018	Federal Court in Puerto Rico Voids Marine Insurance Policy Based Upon Misrepresentation in Insurance
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08.15.2018	Tax Court Rejects Captive Insurance Company Status Under 501(c) (15)
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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
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07.23.2018	New York Federal Court Finds Section 1782 Petition Can Reach Documents Abroad
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07.05.2018	Fourth Circuit Upholds Arbitration Award Involving Termination of Employee
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07.02.2018	New York's First Department Upholds Fraud Claim Involving Alleged Sham Reinsurance Scheme
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06.14.2018	California Court of Appeals Affirms Decision that Arbitration Provision and Its Delegation Clause Were Unlawful and Void
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05.25.2018	An Expert Is Only as Good as His Actual Experience
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05.23.2018	Colorado Federal Court Adopts Report & Recommendation to Compel Arbitration Despite Challenge
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05.21.2018	Texas Federal Court Enforces Arbitration Award Under the New York Convention Despite Jurisdictional Challenge
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- 05.02.2018 New York Federal Court Curbs 30(b)(6) Topics and Quashes Non-Party Seeking the Same Testimony
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- 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
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- 04.13.2018 New York Trial Court Finds Lexington Has No Duty to Provide Coverage for Damages Stemming from an Insured's Knowing and Intentional Conduct
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- 04.11.2018 Minnesota Court of Appeals Affirms Dismissal of Claims Against Reinsurer Under Filed-Rate Doctrine
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- 04.09.2018 Third Circuit Finds Agreement to Arbitrate Unenforceable Because Arbitration Was Directed to an Illusory Forum
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- 03.22.2018 D.C. Circuit Court Rules on Currency Conversion Issue in Arbitral Award
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- 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
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- 02.26.2018 Fourth Circuit Finds Incorporation of JAMS Rules Constitutes Parties' Intent to Delegate Question of Arbitrability to Arbitrator
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- 02.09.2018 See Something, Say Something – Especially on Your Application for Insurance Coverage
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- 02.07.2018 California Court of Appeal Remands Matter for Superior Court to Decide Issue of Arbitrability and Whether Delegation Clause Was Unconscionable
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- 02.05.2018 Ninth Circuit Finds Arbitration Clause Showed Clear and Unmistakable Intent to Resolve Arbitrability Questions by Arbitration
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- 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
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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
05.08.2017	McCarran-Ferguson Act Prohibits Pursuit of Rico Claims Against Insurer
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
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

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- 03.09.2017 Ninth Circuit Confirms Arbitration Award Challenged for Lack of “Reasoned Opinion”
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- 03.06.2017 New Jersey Court Compels Arbitration, Declines to Appoint Substitute Arbitrator Despite “Exorbitant” Administrative Fee
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- 02.24.2017 NY DFS Cybersecurity Regulations Take Effect March 1, 2017
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- 01.16.2017 NY DFS Proposed Cybersecurity Regulations Revised and Implementation Delayed
-
- 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

Recognition

- Selected for inclusion in *New York Metro Super Lawyers Rising Star* (2018)
- Semifinalist, Irving R. Kaufman Memorial Moot Court Competition for Appellate Advocacy

Professional & Community Involvement

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

(2012-2015)

- Associate, Nicoletti Hornig & Sweeney, New York (2010-2012)
- Legal Assistant, Skadden Arps Slate Meagher & Flom LLP, New York (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
- Life, Annuity, and Retirement Litigation
- Litigation and Trials
- Property & Casualty Insurance
- Real Property Litigation
- Reinsurance
- Title Insurance

INDUSTRIES

- Banking, Commercial, and Consumer Finance