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Insurance Insights

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Welcome to Insurance Insights

Insurance Insights Spotlight

Our thoughts are with everyone affected by the Los Angeles wildfires, including the over 2,000 families who have lost their homes or businesses. We recognize everyone in the insurance industry who is working to help those families navigate this catastrophe.

We expect to see litigation in the coming months that includes disputes about:

- Business interruption
- Civil authority coverage
- Bad faith
- Regulatory and compliance issues
- Insurance fraud issues
- Use of AI tools for claims adjustment
- Valuation challenges
- Challenges to non-renewals of policies and misunderstandings about the notion of pooling risk and how insurance works

We stand ready to assist our insurer clients as these issues surface and evolve. We report below on new California regulations that seek to stabilize the California homeowners' insurance market. We also provide updates from several of our core insurance teams.

Tiffany Powers, Andy Tuck, Sam Park, Tania Kazi (Rice)

Special: California Home Insurance Landscape

New Regulations Aim to Encourage and Control

In 2024, the U.S. saw over 60,000 fires burning almost 9 million acres of land, over 1,400 tornadoes, and 11 hurricanes (joining only eight other hurricane seasons since 1851 with that many). Unsurprisingly, insurers have raised premiums and pulled back from the riskiest areas. High-risk states are creating new regulations aimed at stabilizing the "home insurance crisis."

Take California, where many insurers had already been paying more in claims and expenses than they were collecting in premiums, even before the $4 billion and counting in claims related to the Los Angeles fires. California's FAIR Plan is one of 36 state-backed property "insurers of last resort" around the country, set up to provide coverage for homeowners who cannot find insurance in the private market. But it is underfunded, has a growing pool of insureds, has been denied certain requested rate increases, and has been subject to mandated coverage expansions (including a 2022 expansion for water damage, theft, and loss of use that the FAIR Plan unsuccessfully sought to enjoin and a 2024 expansion for high-value commercial coverage).

If threatened with insolvency, the FAIR Plan may levy an assessment on its member insurers (with an approval process and conditions on the insurers recouping those amounts from policyholders). Every insurer licensed to directly write basic property insurance in the State of California is a FAIR Plan member insurer as a condition of licensure. In a September bulletin, California Insurance Commissioner Ricardo Lara foreshadowed that "a major wildfire in one geographical area concentrated with FAIR Plan-insured properties could overwhelm the FAIR Plan's reserves and its capacity to quickly and fully pay consumers' claims." Lara has now approved FAIR Plan's request for a $1 billion assessment on member insurers, resulting from losses related to the Los Angeles fires. In a February 11, 2025 bulletin, Lara described procedures through which the insurers may request to recoup 50% of their payments.

To incentivize insurers to stay in (or return to) the state, Lara implemented new regulations in December 2024 pursuant to a "Sustainable Insurance Strategy." The Catastrophe Modeling and Ratemaking Regulation allows insurers to use forward-looking catastrophe modeling as part of ratemaking to adjust for disaster risk. Model information must be submitted as part of rate applications. The Net Cost of Reinsurance in Ratemaking Regulation allows insurers to incorporate the cost of reinsurance in ratemaking.

Both regulations are effective immediately. With the rate increase carrots comes the stick. All homeowners' insurers must increase the writing of comprehensive policies in wildfire-prone areas equivalent to no less than 85% of their statewide market share, with 5% increases every two years until they meet this threshold.

We expect to see insurers carefully continuing to assess their participation in California and other high-risk markets. Further, as states promise their residents innovative solutions—and some U.S. Senators discuss the federalization of home insurance and expanded forms of disaster relief—the future of home insurance markets is uncertain. Insurers may also need to innovate and increase collaboration with insurance departments and governments. For example, regulatory regimes could take into account policies about land use, development, building materials, and landscaping. The best solutions for reducing risk may include participation by state and local governments, insurers, and homeowners alike. ■

The Importance of Grammar

***ECB USA Inc. v. Chubb Insurance Co. of New Jersey,* No. 22-10811 (11th Cir. Aug. 29, 2024).**

The Eleventh Circuit gave a lesson on the use of commas. Accounting firm ECB sought coverage under a professional services liability policy for alleged negligence in auditing a food services company. Chubb's policy provided coverage for "services directed toward expertise in banking finance, accounting, risk and systems analysis, design and implementation, asset recovery and strategy planning for financial institutions." The parties presented competing canons of construction and grammar to dispute whether "for financial institutions" qualified all of the preceding items in the list. ECB argued that the "last-antecedent canon" and the "nearest-reasonable-referent canon" commanded that the phrase "for financial institutions" only refers to the immediately preceding phrase. Chubb asserted that under the "series-qualifier canon," the phrase "for financial institutions" modified all the terms in the list of parallel items.

Chubb's canon won. The court agreed that the policy did not cover accounting services for non-financial institutions. It found that the last-antecedent canon and the nearest-reasonable-referent canon were not on point and were usually associated with different types of speech. Chubb was also aided by an exception under New Jersey law to the doctrine of contra proferentem: ambiguous policy language will not necessarily be construed against the insurer when the insured is a sophisticated party.

The court noted that Chubb's reading would have been clearer if there were a comma before the phrase "for financial institutions." This is an important reminder to insurers to carefully consider grammar when drafting policies, especially when drafting lists of items.

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No Coverage for COVID Business Interruption in Many States ...

***Ungarean v. CNA,* Nos. 11 WAP 2023, 12 WAP 2023 (Pa. Sept. 26, 2024).**

***MacMiles v. Erie Insurance Exchange,* No. 10 WAP 2023 (Pa. Sept. 26, 2024).[1]**

***John's Grill Inc. v. The Hartford Financial Services Group Inc.,* No. S278481 (Cal. Aug. 8, 2024).**

In September, the Pennsylvania Supreme Court issued long-awaited rulings on whether two commercial insurance policies provided coverage for economic losses stemming from COVID-19 government mandates. The court found that the losses did not constitute "direct physical loss of or damage to" the property, precluding coverage under that policy language. The court found that this language unambiguously required a physical alteration to the property that necessitated repairs, rebuilding, or entirely replacing property. It rejected the argument that the installation of hand sanitizing stations and partitions constituted an alteration.

California's Supreme Court held in August that a limited fungi, bacteria, or virus coverage endorsement unambiguously did not provide coverage for a restaurant's COVID-19 business interruption. The court found that a reasonable insured would understand the endorsement to provide only limited virus-related coverage when "the 'fungi,' wet or dry rot, bacteria or virus" results from certain specified causes that were listed in the endorsement (such as water damage and other "traditional named perils identified in insurance industry forms for commercial property insurance coverage").

These cases join at least 20 insurer-friendly rulings in COVID-19 business interruption coverage disputes by state supreme courts, while many other states' highest courts have yet to rule.

1 Alston & Bird represented Erie Insurance Exchange and served as its national coordinating counsel for COVID-19 business interruption litigation.

... But North Carolina Nixes the Trend

***North State Deli LLC v. The Cincinnati Insurance Co.,* No. 225PA21-2 (N.C. Dec. 13, 2024).**

Against the overwhelming weight of authority nationwide, the North Carolina Supreme Court held in December that business closures due to COVID-19 restrictions constituted a covered "direct physical loss." The plaintiffs, several North Carolina bars and restaurants, were required by government order to close temporarily or limit services to carry-out and delivery. They sought coverage under materially similar "all-risk" commercial property insurance policies and business income coverage endorsements for their lost business income and extra expenses. The court found that the restaurants made a reasonable argument that losing physical use of property could constitute a "direct physical loss."

The court walked through several layers of context for that phrase, including the distinct use of the terms "loss" and "damage," the specific exclusions of certain kinds of government zoning regulations and ordinances, and that 82.83% of other business insurance policies contained virus exclusions (indicating what policyholders understood as the universe of perils). Key to the holding was the principle of *contra proferentem*—the court found that the phrase had a range of reasonable interpretations and construed it against the insurer.

The court acknowledged the numerous other courts that have held differently. It remains to be seen whether North Carolina will continue to stand alone.

Coverage

A Summary Judgment Switch in Biometrics Data Coverage Dispute

***Tony's Finer Foods Enterprises Inc. v. Certain Underwriters at Lloyd's, London*, No. 2024 IL App (1st) 231712 (Ill. Ct. App. Sept. 10, 2024).**

The Illinois Court of Appeals reversed summary judgment in favor of an insured and directed the trial court to enter summary judgment in favor of the insurers in a coverage lawsuit arising out of biometrics data. In the underlying lawsuit, an employee sued Tony's Finer Foods for allegedly failing to obtain its employees' consent to collect biometric data (in the form of scanned fingerprints when clocking in and out of work) and improperly disclosing that data to third parties. Tony's claimed that Lloyd's breached its duty to defend Tony's in the underlying lawsuit. The Illinois Court of Appeals held that the policy's coverage for "a data breach, security failure, or extortion threat" did "not include Tony's alleged violations … via its own collection, use, storage, or dissemination of employees' biometric data." Separately, even though "neither the parties nor the circuit court addressed this exclusion," the court also held that an exclusion for the "collection of information by [Tony's] (or others on [Tony's] behalf) without the knowledge or permission of the persons to whom such information relates" also meant that Lloyd's had no duty to defend. ■

Life Insurance

California Lapse Litigation: A Big Resolution in the *Small* Decision?

***Small v. Allianz Life Insurance Co. of North America,* No. 23-55821 (9th Cir. Dec. 10, 2024).**

The Ninth Circuit has now resolved a growing split among district courts assessing the standard for insurers' liability under California Insurance Code §§ 10113.71 and 10113.72. These statutes lay out the notice insurers are required to provide life insurance policyholders before a policy can lapse. Insurers have faced a wave of class actions in the past few years alleging insufficient notice and seeking holdings that a class of policies *had not lapsed*—even when the named plaintiff intentionally let his or her policy lapse.

Some courts had ruled that a plaintiff need only show a violation of the notice requirements (the "strict compliance theory"), while others had ruled that a plaintiff must also show that the violation caused the plaintiff harm (the "causation theory"). Addressing this split, the Ninth Circuit determined that "the California Supreme Court would likely adopt the 'causation' theory." In particular, the Ninth Circuit looked to indicators in other California case law and the lack of a private cause of action in the no-lapse statutes requiring plaintiffs to meet the elements of a breach of contract.

Tom Evans, a partner in Alston & Bird's San Francisco office, represented ACLI and ACLHIC in filing an amicus brief in support of Allianz's appeal of the court's class certification order.

Beyond resolving the causation requirement, the Ninth Circuit's ruling will meaningfully impact the class certification analysis in these actions. Class certification in the district courts often turns on whether an individual inquiry into policyholders' intent would be needed. Having adopted the causation theory, the panel went on to vacate the lower court's certification of two subclasses because the required causation could not be determined classwide. This ruling is certainly a key authority for life insurers seeking to defend against these claims. (Note that Small has filed a petition for rehearing, asking that the opinion be withdrawn or certified to the California Supreme Court.)

Summary Judgment for a COI Rate Change

***PHT Holding I LLC v. Security Life of Denver Insurance Co.,* No. 23-1326 (10th Cir. Nov. 13, 2024).**

This putative class action challenged a cost of insurance rate increase. The plaintiff asserted that Security Life of Denver considered non-mortality factors and recouped past losses (including liabilities assumed through the cancellation of reinsurance policies) in breach of the cost of insurance rates provision and nonparticipating provisions in the policies. The district court granted summary judgment to Security Life of Denver against those theories, finding that (1) the cost of insurance rate provision gave Security Life of Denver "substantial discretion" to set COI rates so long as it referred "to mortality factors along with other considerations"; and (2) the nonparticipating provisions only provide that a policyholder does not receive dividends.

In an unpublished opinion, the Tenth Circuit affirmed those holdings. First, it found that the plaintiff's "failure to challenge the district court's interpretation of the cost of insurance provision is fatal or near-fatal to its appeal." Second, it agreed with the district court's interpretation of the nonparticipating provisions, finding that "[r]eading the nonparticipating provisions in the context of the whole contract confirms they do not concern COI rates." ■

Class Actions Challenge Clarity of Anti-Stacking Language

***Nutt v. Nationwide Insurance Co. of America,* No. 2:24-cv-02228 (D. Ariz.).**

In July 2023, the Arizona Supreme Court held that insured drivers may "stack" coverage in the case of uninsured and underinsured (UM/UIM) motor vehicle accident claims unless the insurance policy contains clear and unambiguous language prohibiting stacking. Since then, several class actions have been filed against insurers in Arizona.

For example, an Arizona insured filed a proposed class action alleging that Nationwide applied a single UM/UIM coverage limit to her claim even though, so says the plaintiff, Nationwide purportedly did not include clear and unambiguous policy language disavowing the possibility of stacking. The plaintiff brings the action on behalf of a putative class of all Arizona insureds who were allegedly deprived of their right to stack benefits by Nationwide.

Eastern District of New York Denies Certification in Total Loss Underpayment Class Action

***Kronenberg v. Allstate Insurance Co.,* No. 1:18-cv-06899 (E.D.N.Y. Aug. 5, 2024).**

The Eastern District of New York denied certification in a class action brought by insureds alleging they were paid less than the actual cash value as a result of Allstate's practice of using a condition adjustment in its total-loss settlements. The New York federal court denied certification because the multifaceted adjustment and settlement process requires extensive individualized inquiries to determine whether each putative class member received the actual cash value of their total-loss vehicle and was therefore injured, which defeats predominance.

The district court also found individualized issues predominated because of Allstate's right to offer counterproof of actual cash value for each putative class member, as due process demands. While these individualized issues alone defeat predominance, the court also remarked that the plaintiffs' proposed damages model violates *Comcast* and further undermines predominance. The plaintiffs' damages model, which like other plaintiffs' damages models in the dozens of similar total-loss cases currently pending across the country, boils down to removing the allegedly improper adjustment. But this damages model would entitle a class member who received more than the actual cash value of their vehicle to damages and is therefore untethered from the plaintiffs' theory of underpayment.

The plaintiffs declined to file a Rule 23(f) petition. The Eastern District of New York's denial of certification comes against the backdrop of a brewing circuit split. While the Third, Fourth, Sixth, and Seventh Circuits have granted insurers' Rule 23(f) petitions for interlocutory appeal of district courts' orders certifying similar total-loss underpayment class actions, the Ninth and Eleventh Circuits have denied insurers' Rule 23(f) petitions for interlocutory appeal of orders certifying similar total-loss class actions.

P&C Class Actions

Northern District of Georgia Undoes Expert Testimony Exclusion on Reconsideration

***Brown v. Progressive Mountain Insurance Co.,* No. 3:21-cv-00175 (N.D. Ga. Sep. 11, 2024).**

The Northern District of Georgia granted Progressive's motion for reconsideration of a previous order excluding portions of the testimony of Progressive's damages expert, an economist testifying on the plaintiffs' alleged injuries in a total-loss underpayment class action. The court's order clarifies the standard for excluding expert testimony in three important ways.

First, the court granted Progressive's motion as to the expert's study that compared the challenged adjustment to the actual ratio between the list and sold prices. The court agreed it applied the wrong standard because by excluding this study, it resolved disputed facts—whether the data improperly excluded certain data points—that are questions for the jury to decide.

Second, the court reconsidered excluding the expert's reference to guidebook valuations, which the court had excluded as irrelevant and inadmissible hearsay. The expert's use of the guidebooks as a reference point, the court reasoned, is both a reasonable use of economic evidence and relevant to the expert's testimony assessing the plaintiffs' alleged injuries. The propriety of using the guidebooks themselves as a measuring stick, however, is a separate question beyond the scope of whether it is appropriate for an economist to reference the guidebooks.

Third, the court ultimately allowed the expert's study comparing the base values of cars with and without the adjustment, used to underscore the individualized analysis of injury in this case. The court concluded that because injury in this case depends on whether the plaintiffs were paid less than the actual cash value of their vehicles, the expert may give testimony relating to the plaintiffs' underpayment theory of injury, even though he is not an expert in car valuations.

In addition to clarifying the proper *Daubert* standard, the court's order also emphasizes the inherently individualized nature of calculating damages in these total-loss class actions—dozens of which remain pending across the country. The parties in this case have since reached a class settlement agreement. ■

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Annuities

A Potential Class Certification Defense

***Parmenter v. Prudential Insurance Co.,* No. 1:22-cv-10079 (D. Mass. Aug. 22, 2024).**

The District of Massachusetts denied a motion for class certification filed by a putative class of insureds alleging that the defendant breached its fiduciary duties to policyholders in violation of ERISA because the defendant was required to receive approval from the Massachusetts insurance commissioner before increasing premiums. The policies at issue said premium increases would be "subject to the approval of the Massachusetts Commissioner of Insurance."

The plaintiff argued that the class action complaint posed a common question: Could the defendant increase premiums without first securing approval of the Massachusetts commissioner? The court reasoned that even if this question were commonly posed to class members, it could not be answered universally for the class because the First Circuit had already held the "subject to" language was ambiguous. Accordingly, the intent of the parties to each policy would be relevant extrinsic evidence. Given that different policyholders may have had different views of the meaning of the at-issue clause, evidence of the negotiation between the defendant and each policyholder could result in varying interpretations of the clause. That means the putative classes lacked commonality under Rule 23.

The court's order denying class certification due to ambiguous policy language has important implications for how courts may evaluate class certification motions brought by putative classes alleging breaches of contract by insurance companies and annuity vendors. Many putative class actions alleging breach of insurance and annuity contracts may relate to ambiguous policy language. To the extent the policy language in those cases is, in fact, ambiguous, courts in those cases may similarly reason that classes cannot be certified because the common question posed by the breach allegation cannot be answered classwide. ■

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Privacy / AI

More States Adopt NAIC AI Bulletin

Over the summer and continuing this fall, state insurance departments have continued to adopt the National Association of Insurance Commissioners' (NAIC) model bulletin on the use of AI in insurance. As of February 2025, 22 states have adopted the NAIC bulletin, which provides regulatory guidance and expectations for insurers and guidelines for the development and implementation of AI systems. In general, the bulletin reminds insurers that any conduct or decisions made using AI systems is subject to all legal and regulatory requirements, and AI systems should be developed to avoid adverse consumer outcomes.

Indeed, the development and maintenance of AI systems is likely to be subjected to regulatory scrutiny in both states that have adopted the NAIC bulletin and those states that have independently promulgated regulations or guidance. The 22 states that have adopted this bulletin are: Alaska, Arkansas, Connecticut, District of Columbia, Illinois, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Nebraska, Nevada, New Hampshire, New Jersey, North Carolina, Oklahoma, Pennsylvania, Rhode Island, Vermont, Virginia, Washington, and West Virginia.

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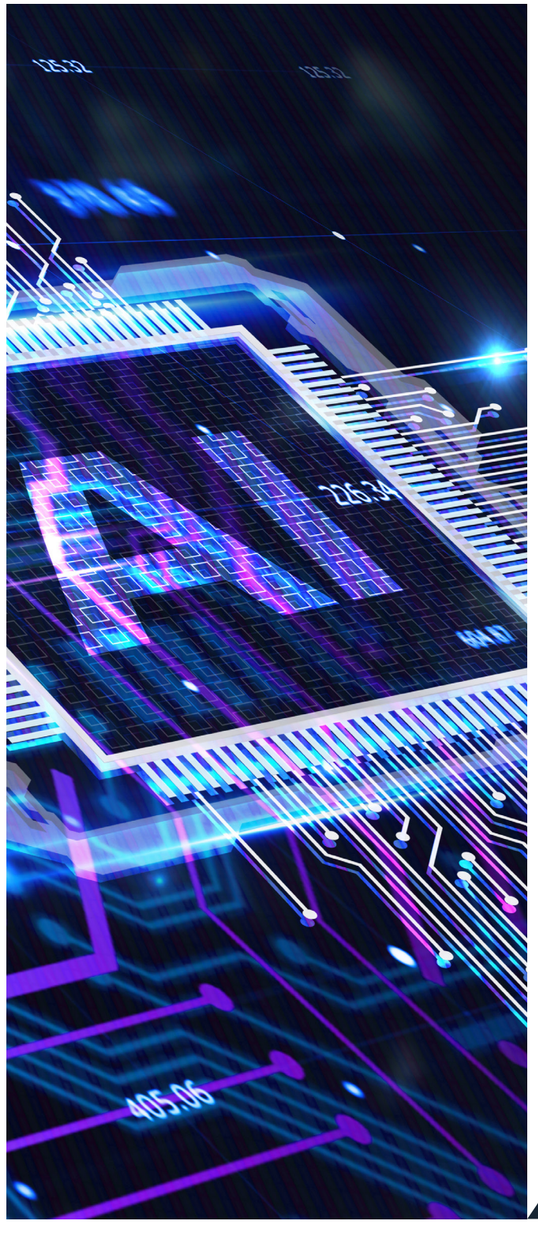

Four other states have developed independent AI policies: California, Colorado, New York, and Texas. New York released Insurance Circular Letter No. 7, which reflects comments received in response to its previously released proposal on the use of AI in insurance underwriting and pricing. Though the comments did not result in any substantive changes to the state's initial proposal, the finalized letter did provide clarifications in several key areas, such as its application to AI systems and models regardless of whether those AI systems and models use external consumer data and information sources, definitions of certain key terms, the proposed governance and risk management standards, oversight over senior management and third-party vendors, and the incorporation of disclosure and transparency obligations detailed in the initial proposal. Click here for a more detailed summary of New York's guidance on using AI and external consumer data.

On December 6, 2024, Colorado released a draft proposed amendment to Regulation 10-1-1. If enacted, this amendment would revise existing governance and risk management requirements for life insurers and apply those amended obligations to private passenger automobile insurers and health benefit plan insurers. Comments to the proposal were due December 13, 2024. ■

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How to Spot a "Nuclear" Juror

"Nuclear verdict" is a term businesses and insurers are using to describe civil awards of $10 million or more. Experts say nuclear verdicts are increasing due to a sense of dissatisfaction held by jurors as a result of a number of factors. In April, Illinois State University published a report identifying the aggravating factors that cause a juror to go nuclear, looking specifically at Cook County, Illinois, and Gwinnett County, Georgia. The study identified the following factors that make a jury more likely to award a nuclear verdict:

- **Age.** While the median age for jurors is getting older, younger generations are entering the jury pool. Millennials and Gen Z are more likely to favor a plaintiff and give higher awards.
- **Race**. Mostly white counties tended to award fewer nuclear verdicts, while more racially diverse counties tended to return more nuclear verdicts.
- **Politics.** Using data from the University of Georgia on voting patterns in the 2020 presidential election, the study concluded that "nuclear" counties favored Joe Biden, while non-nuclear counties voted for Donald Trump.
- **Anticorporate Sentiment.** Distrust of corporations is on the rise after the COVID-19 pandemic, and survey results indicate that a majority of respondents found that it is the function of the jury to send messages to corporations to improve their behavior. Anticorporate sentiment *nearly doubled* from 27% pre-pandemic to 45% in 2023.
- **Pro-litigation Sentiment.** With the rise of anticorporate sentiment comes an equivalent rise in a pro-litigation sentiment, with 58% of respondents in the same survey having a positive view of plaintiffs' lawyers and 77% having a neutral or negative view of lawyers for corporate defendants.
- **Lack of Economic Opportunity.** Higher nuclear verdicts occur in counties with higher economic inequality, greater unemployment rates, and higher percentages of low-wage workers. The greater rates of mental and physical injuries experienced by low-wage workers can create a sense of bitterness.

The jury pool is important to consider when deciding whether to go to trial. While there are exceptions to every rule, the demographics of a county may make the risk of a nuclear verdict too great. ■

Spotlight Interview

TANIA KAZI (RICE)

Partner, Alston & Bird's Insurance Litigation & Regulation Team and Editor in Chief of Insurance Insights

Tania was recently interviewed by her colleague Tiffany Powers, co-leader of Alston & Bird's Insurance Litigation & Regulation Team.

Q: I want to start by talking a little bit about your professional background. Can you tell us the primary areas of focus of your practice?

I have experience in a wide range of litigation, but these days I'm spending a lot of time defending life insurance companies against class actions.

Q: Was there something in particular that inspired you to focus on insurance-related litigation?

I would say that it's the people on our insurance team. We have fantastic people on our team who have a surprising amount of fun, and so I was really drawn in by the cohesiveness of our case teams and wanting to be a part of that.

Q: Can you share any particularly rewarding experiences you've had representing insurers in litigation?

Working with an insurance client to prepare a case for trial. Something I really enjoy about litigation is taking difficult concepts and finding a way to effectively communicate them to a court or jury. Helping our witnesses explain what an insurance company does, and even some difficult actuarial concepts, was a lot of fun. And I love helping witnesses prepare to testify at depositions or trial. I find it really rewarding to connect with all the great people that work at our clients' companies and help them successfully navigate that process. It doesn't hurt that for some reason the insurance industry seems to attract some of the nicest people.

Q: You were recently promoted to partner—a significant milestone. What aspects of that transition have been the most rewarding for you?

A lot of my day-to-day work hasn't really changed, but I have felt some changes in subtle ways that surprised me. I have always found a lot of support and friendship in my colleagues at Alston & Bird. But now that my fellow partners look at me as their legal business partner, I've felt kind of a different type of fellowship and support. I've also been given more leadership responsibilities internally, like mentoring and hiring our next generation of talent at our San Francisco office. So it's been a lot of fun to feel like I have more of a hand in managing our business.

Spotlight Interview

Q: I know we have recently tapped you in a leadership role as our editor in chief of the *Insurance Insights* publication. What do you hope to bring to this publication in that role?

I hope to maintain a focus on the content that will help our clients and readers the most. Part of that will entail listening and getting feedback from our readers and making sure that we're tailoring the content to be the most helpful.

Q: How do you stay updated on the latest trends and changes in insurance-related litigation?

Reading *Insurance Insights*, of course. In all seriousness, I'd say the primary way is talking to my colleagues. I always learn so much when I talk to people who may have a different subspecialty, and I know our teams diligently track cases and trends in several areas. So I always learn a lot when I talk to people.

Q: Lawyering requires a lot of balancing. One of those ways is professional versus personal. How do you balance your professional responsibilities with your personal life?

I will start by saying that I got married last year and I'm very lucky to have a husband who helps me balance things. He also has a very demanding career. He is really good at being a supportive partner when we both have to work all weekend, but when we both do have time, he's really, really good at encouraging me to get out and make the most of our downtime.

Q: What hobbies or activities do you usually enjoy in that downtime?

We like hiking, spending time in nature. We've taken up painting recently, and we're also learning how to ski. I like doing things to remind myself that the world is bigger than my computer screen.

Q: What's one piece of advice that has stuck with you throughout your life or professional career?

Remember to have fun, I think, is the most important thing. I was a competitive tennis player when I was younger and at times in that career, I would get so caught up in winning and losing. But I realized I wasn't always having fun, and I think it could be easy as a lawyer to forget to have fun as well. So I try to remind myself of that on a day-to-day basis. I really love what I do, and I'm glad that I can continue having fun doing it.

Q: If you weren't a lawyer, what career do you think you would have pursued?

I wanted to be a writer when I was younger, and I do feel lucky that I still get to do a lot of writing as part of my job. I enjoy legal writing a lot, but maybe one day I'll still write that novel. ■