

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

ZURICH AMERICAN INSURANCE
COMPANY and ZURICH INSURANCE
COMPANY LTD.

Plaintiffs,

-against-

SONY CORPORATION OF AMERICA, SONY
COMPUTER ENTERTAINMENT AMERICA
LLC, SONY ONLINE ENTERTAINMENT
LLC, SONY COMPUTER ENTERTAINMENT,
INC., SONY NETWORK ENTERTAINMENT
INTERNATIONAL LLC, SONY NETWORK
ENTERTAINMENT AMERICA, INC., SONY
PICTURES ENTERTAINMENT, INC., SONY
OF CANADA, LTD., SONY CORPORATION,
MITSUI SUMITOMO INSURANCE
COMPANY OF AMERICA, NATIONAL
UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA., ACE AMERICAN
INSURANCE COMPANY, A-K INSURANCE
COMPANIES (FICTITIOUS DEFENDANTS),
and L-Z INSURANCE COMPANIES
(FICTITIOUS DEFENDANTS),

Defendants.

SUMMONS

Index No.:

Date Purchased:

Plaintiffs Designate New York County as
the place of trial
The basis venue is the residence of Plaintiff
Zurich American Insurance Company

To The Above-Named Defendants:

YOU ARE SUMMONED to answer the Complaint in this action and to serve a copy of
your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of
Appearance, on the plaintiffs' attorneys within twenty (20) days after the service of this
Summons, exclusive of the day of service (or within thirty (30) days after the service is complete
if this Summons is not personally delivered to you within the State of New York); and in case of

your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: New York, NY
July 20, 2011

COUGHLIN DUFFY LLP

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*Attorneys for Plaintiffs,
Zurich American Insurance Company and
Zurich Insurance Company Ltd.*

TO:

Sony Corporation Of America
550 Madison Avenue
New York, NY 10022

Sony Computer Entertainment America LLC
C/O Corporation Service Company
80 State Street
Albany, NY 12207-2543

Sony Online Entertainment LLC
The Prentice-Hall Corporation System, Inc.
2711 Centerville Road Suite 400
Wilmington, DE 19808

Sony Computer Entertainment, Inc.
Corporation Service Company
2711 Centerville Road Suite 400
Wilmington, DE 19808

Sony Network Entertainment International LLC
C/O Corporation Service Company
80 State Street
Albany, NY 12207-2543

Sony Network Entertainment America, Inc.
Corporation Service Company
2711 Centerville Road Suite 400
Wilmington, DE 19808

Sony Pictures Entertainment Inc.
875 Avenue Of Americas
Suite 501
New York, NY 10001

Sony of Canada, Ltd.
115 Gordon Baker Road
Toronto, Ontario M2H 3R6

Sony Corporation	
1-7-1 Konan,	United States Office
Minato-ku, Tokyo	550 Madison Avenue
108-0075, Japan	New York, NY 10022

Mitsui Sumitomo Insurance Company Of America
15 Independence Blvd
Po Box 4602
Warren, NJ 07059-0602

National Union Fire Insurance Company Of Pittsburgh, Pa.
70 Pine St
New York, NY 10270

ACE American Insurance Company
Po Box 1000
436 Walnut Street
Philadelphia, PA 19106

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Attorneys for Plaintiffs, Zurich American Insurance Company
and Zurich Insurance Company Ltd.

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

ZURICH AMERICAN INSURANCE
COMPANY and ZURICH INSURANCE
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Plaintiffs,

-against-

SONY CORPORATION OF AMERICA, SONY
COMPUTER ENTERTAINMENT AMERICA
LLC, SONY ONLINE ENTERTAINMENT
LLC, SONY COMPUTER ENTERTAINMENT,
INC., SONY NETWORK ENTERTAINMENT
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OF CANADA, LTD., SONY CORPORATION,
MITSUI SUMITOMO INSURANCE
COMPANY OF AMERICA, NATIONAL
UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA., ACE AMERICAN
INSURANCE COMPANY, A-K INSURANCE
COMPANIES (FICTITIOUS DEFENDANTS),
and L-Z INSURANCE COMPANIES
(FICTITIOUS DEFENDANTS),

Defendants.

Index No.:

Plaintiffs designate New York County as the
place of trial. The basis of venue is the
residence of Plaintiff, Zurich American
Insurance Company.

**COMPLAINT FOR
DECLARATORY JUDGMENT**

Plaintiffs, Zurich American Insurance Company (“ZAIC”) and Zurich Insurance
Company Ltd. (“ZIC”), by way of Complaint for Declaratory Judgment against Defendants,
Sony Corporation of America (“SCA”), Sony Computer Entertainment, Inc. (“SCEI”), Sony

Computer Entertainment America LLC (“SCEA”), Sony Online Entertainment LLC (“SOE”), Sony Network Entertainment International LLC (“SNEI”), Sony Network Entertainment America, Inc. (“SNEA”), Sony Pictures Entertainment, Inc. (“SPEI”), Sony of Canada, Ltd. (“SC”), Sony Corporation (collectively, “Sony Defendants”), Mitsui Sumitomo Insurance Company of America (“MSICA”), National Union Fire Insurance Company Of Pittsburgh, PA. (“National Union”), ACE American Insurance Company (“ACE”), A-K Insurance Companies (fictitious defendants), and L-Z Insurance Companies (fictitious defendants) (collectively, “Defendant Insurers”), allege and say as follows:

INTRODUCTION

1. This is an action for declaratory relief to settle important questions concerning the Sony Defendants’ claims for insurance coverage relating to numerous class action lawsuits, miscellaneous claims, and potential actions instituted by one or more state attorney general’s offices arising out of one or more of the cyber-attacks perpetrated by computer “hackers” on the PlayStation Network, Sony Online Entertainment network, and Sony Pictures network, which acts are alleged to have resulted in the unauthorized access to and alleged theft of the named plaintiffs and putative class members’ personal identification and financial information.

2. The Sony Defendants have provided ZAIC and ZIC with notice of these class action lawsuits, miscellaneous claims, and potential attorney general actions, and have demanded that ZAIC and ZIC defend and potentially indemnify them under certain policies of insurance issued by ZAIC and ZIC.

3. ZAIC and ZIC thus file this lawsuit in order to obtain a declaration that they are not obligated to defend or indemnify any of the Sony Defendants for the claims asserted in the

class action lawsuits, miscellaneous claims, or potential future actions instituted by any state attorney general.

THE PARTIES

4. Plaintiff, ZAIC, is a New York corporation engaged in the insurance business with a statutory home office located at One Liberty Plaza, 165 Broadway, 53rd Floor, New York, New York 10006, and a main administrative office or principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196. It is authorized to transact business and has transacted business in the State of New York.

5. Plaintiff, ZIC, is a foreign corporation that is engaged in the insurance business, including the issuance of insurance policies in Canada through its Canadian branch.

6. Upon information and belief, Defendant, SCA, is a Delaware corporation with a principal place of business in New York, New York, and transacts business in the State of New York.

7. Upon information and belief, Defendant, SCEI, is a Japanese corporation and transacts business in the State of New York.

8. Upon information and belief, Defendant, SCEA, is a Delaware limited liability company and transacts business in the State of New York.

9. Upon information and belief, Defendant, SOE, is a Delaware limited liability company and transacts business in the State of New York.

10. Upon information and belief, Defendant, SNEI, is a Delaware limited liability company and transacts business in the State of New York.

11. Upon information and belief, Defendant, SNEA, is a Delaware corporation and transacts business in the State of New York.

12. Upon information and belief, Defendant, SPEI, is a Delaware corporation and transacts business in New York.

13. Upon information and belief, Defendant, Sony Corporation, is a Japanese Corporation and transacts business in New York.

14. Upon information and belief, Sony of Canada, Ltd. is a Canadian company that transacts business in New York.

15. Upon information and belief, Defendant, MSICA, is a New York corporation with a principal place of business in New York. It is authorized to transact business and has transacted business in the State of New York.

16. Upon information and belief, Defendant, National Union, is a New York corporation engaged in the insurance business with a principal place of business in New York, New York. It is authorized to transact business and has transacted business in the State of New York.

17. Upon information and belief, Defendant, ACE, is a Pennsylvania corporation engaged in the insurance business with a principal place of business in Philadelphia, Pennsylvania. It is authorized to transact business and has transacted business in the State of New York.

18. Upon information and belief, Defendants, A-K Insurance Companies (fictitious entities) are insurance companies that participated as quota share excess insurers on excess liability insurance policies issued to the Sony Defendants during the relevant time period. Upon information and belief, A-K Insurance Companies are authorized to transact business and have transacted business in the State of New York.

19. Upon information and belief, Defendants, L-Z Insurance Companies are insurance companies that issued primary and/or excess policies of insurance to the Sony Defendants. Upon information and belief, L-Z Insurance Companies are authorized to transact business and have transacted business in the State of New York.

FACTUAL BACKGROUND

20. Upon information and belief, the Sony Defendants manufacture, market, promote, advertise, distribute and sell electronic gaming and entertainment devices, including PlayStation, PlayStation 2, PlayStation 3 (collectively, “PlayStation”) and PlayStation Portable (“PSP”).

21. Upon information and belief, the Sony Defendants also operate and maintain one or more online gaming and entertainment networks known as the PlayStation Network, Qriocity (collectively, “PSN”), and Sony Online Entertainment (“SOE Network”), that allow consumers to purchase and download games, music, movies and other content to their PlayStation, PSP or other Sony or Sony-compatible devices, as well as participate in multiplayer online gaming.

22. Upon information and belief, the Sony Defendants market, promote, advertise and sell their products, content and online services through internet websites that have been created, operated, and maintained by the Sony Defendants, including the PlayStation website, PSN website, and SOE Network website.

23. Upon information and belief, to access the PlayStation Network and SOE Network, customers enter the Sony Defendants’ internet websites and provide the Sony Defendants with personal identification information and, in some instances, financial information such as credit card or debit card information.

24. Upon information and belief, on or about April 16, 2011, computer hackers unlawfully gained access to the SOE Network, allegedly resulting in the unauthorized access to

and theft of personal identification and financial information of approximately 25 million SOE Network customers/users.

25. Upon information and belief, on or about April 17 to 19, 2011, computer hackers unlawfully gained access to the PSN, allegedly resulting in the unauthorized access to and theft of personal identification and financial information of approximately 77 million PSN customers/users.

26. Upon information and belief, following the discovery of the computer hackers' unauthorized intrusion into the PSN and SOE Network, the Sony Defendants took the PSN and SOE Network offline for a period of time.

27. Upon information and belief, on June 3, 2011, computer hackers unlawfully gained access to the SPEI Network, allegedly resulting in the unauthorized access to and theft of personal information of thousands of SPEI customers.

CLASS ACTION LAWSUITS

28. As a result of the cyber attacks and the criminal hackers' unauthorized access to and alleged theft of PSN, SOE Network, and SPEI Network customers' personal identification and financial information, the Sony Defendants have been named as defendants in 55 class action complaints filed in the United States and 3 class action lawsuits instituted in Canada (collectively, "Class Action Complaints"). Attached as Exhibit A is a list of the 58 class action lawsuits instituted against the Sony Defendants.

29. Four of the Class Action Complaints have been filed in New York federal courts.

30. The Class Action Complaints have been instituted on behalf of the individual named plaintiffs and similarly situated purchasers/customers/users of PlayStation, PSP, PSN, SPEI, and SOE Network.

31. The Class Action Complaints generally allege that the named plaintiffs and putative class members purchased the Sony Defendants' products, including the PlayStation and PSP.

32. The Class Action Complaints also generally allege that the named plaintiffs and putative class members maintained accounts for the PSN and SOE Network for the purpose of purchasing and downloading games, music, movies and other content to their PlayStation, PSP or other Sony or Sony-compatible devices, as well as to participate in multiplayer online gaming.

33. To create and maintain their accounts for the PSN and SOE Network, the named plaintiffs and putative class members are alleged to have provided the Sony Defendants with their personal identification information, and in some instances financial information

34. The Class Action Complaints generally allege that the named plaintiffs and putative class members have suffered damages as a result of the unauthorized access to and alleged theft of their personal identification and financial information that was maintained by the Sony Defendants on the PSN and SOE Network.

35. The Class Action Complaints also generally allege that the named plaintiffs and putative class members suffered damages as a result of the Sony Defendants' delay in notifying them of the cyber attack and unauthorized access to and theft of their personal identification and financial information.

36. The Class Action Complaints also generally allege that the named plaintiffs and putative class members suffered damages as a result of the shut down of the PSN and SOE Network following the cyber attacks.

37. Although not uniform in the particular causes of action alleged, the Class Action Complaints generally assert common law claims and federal and state statutory violations against the Sony Defendants.

38. Upon information and belief, the Sony Defendants have also been the subject of investigations conducted by one or more state attorney general's offices, the Federal Trade Commission, and the House Subcommittee on Commerce, Manufacturing, and Trade relating to the cyber attacks and the criminal hackers' alleged unauthorized access to and theft of PSN and SEO Network customers' personal identification and financial information.

39. The Sony Defendants have tendered the Class Action Complaints, miscellaneous claims, and various investigative inquiries to ZAIC and ZIC, and have demanded that ZAIC and ZIC defend and indemnify them for the claims asserted.

40. Upon information and belief, the Sony Defendants have also tendered the Class Action Complaints, miscellaneous claims, and various investigative inquiries to the Defendant Insurers.

THE ZAIC AND ZIC POLICIES

41. ZAIC issued SCEA a primary commercial general liability insurance policy bearing policy number GLO 3036801 01 effective for the policy period April 1, 2011, to April 1, 2012 (the "ZAIC Primary Policy").

42. The ZAIC Primary Policy was brokered, negotiated, underwritten and issued in New York.

43. The ZAIC Primary Policy is subject to a self insured retention.

44. The ZAIC Primary Policy provides, under Coverage Part A, coverage for “bodily injury” and “property damage” caused by an “occurrence,” as those terms are defined under the policy.

45. Coverage Part A of the ZAIC Primary Policy is subject to various applicable definitions, exclusions and endorsements.

46. The ZAIC Primary Policy provides, under Coverage Part B, coverage for “personal and advertising injury,” which is defined to include only specifically enumerated “personal and advertising injury” offenses.

47. Coverage Part B of the ZAIC Primary Policy is also subject to various applicable definitions, exclusions and endorsements.

48. ZAIC issued SCA a following form excess liability policy bearing policy number AEC 9303658 08 for the period April 1, 2011, to April 1, 2012 (the “ZAIC Excess Policy”).

49. The ZAIC Excess Policy was brokered, negotiated, underwritten and issued in New York.

50. The ZAIC Excess Policy is part of a quota share excess layer of insurance issued to SCA.

51. The ZAIC Excess Policy, except as otherwise provided, “follows the definitions, terms, conditions, limitations, and exclusions” of a lead umbrella policy issued by National Union to SCA.

52. The ZAIC Excess Policy is subject to various applicable definitions, exclusions and endorsements not set forth in the lead umbrella policy issued by National Union to SCA.

53. Coverage under the ZAIC Excess Policy does “not apply unless and until the insured or the insured’s underlying insurance has paid or is obligated to pay the full amount of the Underlying Limits of Insurance.”

54. Pursuant to the terms of the ZAIC Excess Policy, ZAIC has no duty to defend SCA or any other named insured, even upon the exhaustion of the Underlying Insurance.

55. ZIC issued SCEA a primary commercial general liability insurance policy bearing policy number 8835231 and effective April 1, 2011, to April 1, 2012 (“ZIC Canada Policy”).

56. The ZIC Canada Policy provides coverage for “bodily injury,” “property damage,” “advertising injury” and “personal injury liability” covered under the terms of the policy.

57. Coverage under the ZIC Canada Policy is subject to a self-insured retention and various applicable definitions, exclusions and endorsements.

THE DEFENDANT INSURERS’ POLICIES

58. Upon information and belief, MSICA issued SCA a primary commercial general liability insurance policy effective for the policy period April 1, 2011, to April 1, 2012 (the “MSICA Policy”).

59. National Union issued SCA (in New York) a commercial umbrella policy (lead umbrella policy) bearing policy number 25030256 effective for the policy period April 1, 2011, to April 1, 2012 (the “National Union Policy”).

60. The National Union Policy includes Endorsement # 1 – Schedule of Underlying Insurance, which identifies the ZAIC Primary Policy, ZIC Canada Policy and MSICA Policy, as well as other policies, as Underlying Insurance.

61. The National Union Policy provides coverage for “bodily injury,” “property damage,” and “personal injury and advertising injury” caused by an “occurrence” and covered under the terms of the policy.

62. The National Union Policy defines “personal injury and advertising injury” to only include specifically enumerated offenses.

63. The National Union Policy includes various applicable definitions, exclusions and endorsements that apply to claims for “bodily injury,” “property damages” and “personal injury and advertising injury.”

64. Upon information and belief, ACE issued SCA a following form excess liability insurance policy that follows form to and affords coverage in excess of the National Union Policy (“ACE Policy”).

65. The ZAIC Excess Policy affords coverage in excess of the National Union Policy and ACE Policy.

66. Upon information and belief, A-K Insurance Companies issued SCA quota share excess insurance policies as part of the quota share excess layer of insurance that includes the ZAIC Excess Policy.

67. Upon information and belief, the Sony Defendants may have purchased additional primary and excess insurance policies under which the Sony Defendants may be entitled to coverage for the claims asserted in the Class Action Complaints. L-Z Insurance Companies have been named as fictitious defendants and are insurance companies that may have issued such policies to the Sony Defendants.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE SONY DEFENDANTS

Declaratory Judgment as to ZAIC Primary Policy

68. ZAIC repeats and realleges all allegations of the Complaint as if set forth at length herein.

69. The only Sony Defendant that qualifies as a named insured under the ZAIC Primary Policy is SCEA.

70. ZAIC therefore denies any obligation to defend or indemnify any other Sony Defendant under the ZAIC Primary Policy as those Sony entities do not qualify for coverage under the ZAIC Primary Policy.

71. Notwithstanding, the claims set forth in the Class Action Complaints filed against SCEA and the other Sony Defendants, as well as the miscellaneous claims, arising out of the cyber attacks on the PSN and SOE Network and the unauthorized access to and theft of the named plaintiffs and putative class members' personal identification and financial information, do not assert claims for "bodily injury," "property damage" or "personal and advertising injury" so as to entitle SCEA to defense and/or indemnity under the ZAIC Primary Policy.

72. Even if claims for "bodily injury," "property damage," and/or "personal and advertising injury" were alleged, which is expressly denied, the ZAIC Primary Policy includes certain exclusions that apply to exclude coverage for the claims asserted in the Class Action Complaints.

73. Therefore, ZAIC has no duty to defend or indemnify SCEA because the Class Action Complaints and miscellaneous claims do not allege injury or damages covered under Coverage A – Bodily Injury or Property Damage Liability or Coverage B – Personal and Advertising Injury Liability of the ZAIC Primary Policy.

74. By reason of the foregoing, an actual and justiciable controversy exists between ZAIC, SCEA, and the other Sony Defendants. ZAIC therefore seeks a declaratory judgment that it owes no duty to defend or indemnify SCEA or any other Sony Defendant for the claims asserted in the Class Action Complaints and miscellaneous claims under the ZAIC Primary Policy.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST THE SONY DEFENDANTS

Declaratory Judgment as to ZAIC Excess Policy

75. ZAIC repeats and realleges all allegations of the Complaint as if set forth at length herein.

76. The claims set forth in the Class Action Complaints filed against the Sony Defendants and miscellaneous claims arising out of the cyber attacks on the PSN and SOE Network and the unauthorized access to and theft of the named plaintiffs and putative class members' personal identification and financial information do not assert claims for "bodily injury," "property damage" or "personal injury and advertising injury," as those terms are defined under the National Union Policy and which are incorporated into the ZAIC Excess Policy.

77. Even if claims for "bodily injury," "property damage," and/or "personal injury and advertising injury" were alleged, which is expressly denied, the National Union Policy and ZAIC Excess Policy contain certain exclusions that apply to exclude coverage for the claims asserted in the Class Action Complaints and the miscellaneous claims.

78. In addition, even if claims for "bodily injury," "property damage," and/or "personal injury and advertising injury" were alleged, which is expressly denied, and not

otherwise excluded from coverage, ZAIC has no duty to defend the Sony Defendants in the class action lawsuits pursuant to the terms of the ZAIC Excess Policy.

79. Finally, even if claims for “bodily injury,” “property damage,” and/or “personal injury and advertising injury” were alleged and not otherwise excluded, which is expressly denied, ZAIC’s obligation to provide its quota share excess coverage to the Sony Defendants is conditioned on the exhaustion of all Underlying Insurance, which includes the ZAIC Primary Policy, ZIC Canada Policy, and MSICA Policy, the National Union Policy, and the ACE Policy.

80. ZAIC therefore has no obligation to defend or indemnify the Sony Defendants under the ZAIC Excess Policy for the claims asserted in the Class Action Complaints or the miscellaneous claims.

81. By reason of the foregoing, an actual and justiciable controversy exists between ZAIC and the Sony Defendants. ZAIC therefore seeks a declaratory judgment that it owes no duty to defend or indemnify the Sony Defendants for the claims asserted in the Class Action Complaints or for the miscellaneous claims.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST THE SONY DEFENDANTS

Declaratory Judgment as to ZIC Canada Policy

82. ZIC repeats and realleges all allegations of the Complaint as if set forth at length herein.

83. The only Sony Defendant that qualifies as a named insured under the ZIC Primary Policy is SCEA for its operations in Canada.

84. ZIC therefore denies any obligation to defend or indemnify any other Sony Defendant as those Sony entities do not qualify for coverage under the ZIC Canada Policy.

85. Notwithstanding, the claims set forth in the Class Action Complaints filed against SCEA and the other Sony Defendants in Canada arising out of the cyber attacks on the PSN and SOE Network and the unauthorized access to and theft of the named plaintiffs and putative class members' personal and financial information do not assert claims for "bodily injury," "property damage," "advertising injury" or "personal injury," as those terms are defined under the ZIC Canada Policy.

86. Even if claims for "bodily injury," "property damage," "advertising injury," and/or "personal injury" were alleged, which is expressly denied, the ZIC Canada Policy includes certain exclusions that apply to exclude coverage for the claims asserted in the Canadian Class Action Complaints.

87. Therefore, ZIC has no duty to defend or indemnify SCEA because the Canadian Class Action Complaints do not allege injury or damages covered by the ZIC Canada Policy.

88. By reason of the foregoing, an actual and justiciable controversy exists between ZIC, SCEA, and the other Sony Defendants. ZIC therefore seeks a declaratory judgment that it owes no duty to defend or indemnify SCEA or the other Sony Defendants for the claims asserted in the Canadian Class Action Complaints under the ZIC Canada Policy.

AS AND FOR A FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

89. ZAIC and ZIC repeat and reallege all allegations of the Complaint as if set forth at length herein.

90. Upon information and belief, the Sony Defendants have tendered the Class Action Complaints and miscellaneous claims to MSICA, ZAIC, ZIC, National Union, and ACE, seeking primary coverage and excess coverage for the claims asserted in the Class Action Complaints arising out of the cyber attacks on the PSN and SOE Network and the unauthorized access to and

theft of the personal identification and financial information of the named plaintiffs and putative class members. In addition, the Sony Defendants may be entitled to coverage under primary and/or excess policies issued by A-K Insurance Companies, and L-Z Insurance Companies

91. In addition, and upon information and belief, certain of the insurance policies issued to the Sony Defendants may include self-insured retentions/large deductibles.

92. To the extent that the Sony Defendants are entitled to coverage under the ZAIC Primary Policy, ZIC Canada Policy, and ZAIC Excess Policy, which is denied, an actual and justiciable controversy exists between ZAIC, ZIC, the Sony Defendants, and the Insurer Defendants regarding their respective rights and obligations as they relate to the Class Action Complaints. ZAIC and ZIC seek a declaration concerning the allocation and/or apportionment of any defense and indemnity obligations for the claims asserted in the Class Action Complaints as between ZAIC, ZIC, the Sony Defendants, MSICA, National Union, ACE, A-K Insurance Companies, and L-Z Insurance Companies.

WHEREFORE, ZAIC and ZIC request that this Court:

1) Declare that ZAIC has no duty to defend or indemnify SCEA or any other Sony Defendant for the claims asserted in the Class Action Complaints or the miscellaneous claims under the ZAIC Primary Policy;

2) Declare that ZIC has no duty to defend or indemnify SCEA or any other Sony Defendant for the claims asserted in the Canadian Class Action Complaints under the ZIC Canada Policy;

3) Declare that ZAIC has no obligation to defend or indemnify the Sony Defendants for the claims asserted in the Class Action Complaints or the miscellaneous claims under the ZAIC Excess Policy;

4) Declare, alternatively, the proper allocation and/or apportionment of any defense or indemnity obligations for the Class Action Complaints as between the Sony Defendants, ZAIC, ZIC, and the Defendant Insurers; and

5) Award ZAIC and ZIC such other and further relief as this Court may deem proper.

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Dated: July 20, 2011