

1 David C. Marcus (SBN 158704)
david.marcus@wilmerhale.com
2 Christopher T. Casamassima (SBN 211280)
chris.casamassima@wilmerhale.com
3 WILMER CUTLER PICKERING
HALE AND DORR LLP
4 350 South Grand Avenue, Suite 2100
5 Los Angeles, CA 90071
6 Telephone: (213) 443-5300
Facsimile: (213) 443-5400

7 William F. Lee (*pro hac vice*)
william.lee@wilmerhale.com
8 WILMER CUTLER PICKERING
HALE AND DORR LLP
9 60 State Street
10 Boston, MA 02109
11 Telephone: (617) 526-6000
Facsimile: (617) 526-5000

Noah Levine (*pro hac vice*)
noah.levine@wilmerhale.com
WILMER CUTLER PICKERING
HALE AND DORR LLP
7 World Trade Center
250 Greenwich Street
New York, NY 10007
Telephone: (212) 230-8800
Facsimile: (212) 230-8888

12 Attorneys for Defendant Sony Pictures Entertainment Inc.
13

14
15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 MICHAEL CORONA, CHRISTINA
18 MATHIS, et al., individually and on
behalf of others similarly situated,

19 Plaintiffs,

20 vs.

21 SONY PICTURES
22 ENTERTAINMENT, INC.,

23 Defendant.
24

CASE NO. 2:14-CV-09600-RGK-E

CLASS ACTION

**ANSWER TO AMENDED CLASS
ACTION COMPLAINT**

1 Defendant Sony Pictures Entertainment Inc. (“SPE” or “Defendant”) hereby
2 answers the Amended Class Action Complaint (the “Complaint”). Except as
3 hereinafter expressly admitted, Defendant denies each and every allegation,
4 statement, and matter contained in the Complaint, and in every respect denies
5 liability, denies that it acted negligently or otherwise violated any law, and denies
6 that plaintiffs are entitled to relief. In addition, no response is required to the many
7 allegations of the Complaint that form the basis of conduct that this Court has ruled
8 inactionable by its Order dated June 15, 2015. SPE also denies all allegations
9 contained in the Introduction, headings, or otherwise outside of numbered
10 paragraphs, to the extent any response to them is required.

11 SPE responds to the numbered allegations in the Complaint as follows:

12 1. Paragraph 1 states plaintiffs’ characterization of their claims, to which
13 no response is required. To the extent a response is required, SPE denies the
14 allegations in Paragraph 1.

15 2. SPE denies the allegations in Paragraph 2.

16 3. SPE denies the allegations in Paragraph 3.

17 4. SPE admits that the named plaintiffs are former SPE employees, and
18 denies the remaining allegations in Paragraph 4.

19 5. Paragraph 5 states plaintiffs’ characterization of their claims, to which
20 no response is required. To the extent a response is required, SPE denies the
21 allegations in Paragraph 5.

22 6. SPE lacks knowledge or information sufficient to form a belief about
23 the truth of the allegations in Paragraph 6 and therefore denies those allegations.

24 7. SPE admits the allegations in Paragraph 7.

25 8. SPE admits that venue is proper in this district. SPE lacks knowledge
26 or information sufficient to form a belief about the truth of the remaining allegations
27 in Paragraph 8 and therefore denies those allegations.

1 9. SPE lacks knowledge or information sufficient to form a belief about
2 the truth of the allegations in Paragraph 9 and therefore denies those allegations.

3 10. SPE lacks knowledge or information sufficient to form a belief about
4 the truth of the allegations in Paragraph 10 and therefore denies those allegations.

5 11. SPE lacks knowledge or information sufficient to form a belief about
6 the truth of the allegations in Paragraph 11 and therefore denies those allegations.

7 12. SPE lacks knowledge or information sufficient to form a belief about
8 the truth of the allegations in Paragraph 12 and therefore denies those allegations.

9 13. SPE lacks knowledge or information sufficient to form a belief about
10 the truth of the allegations in Paragraph 13 and therefore denies those allegations.

11 14. SPE lacks knowledge or information sufficient to form a belief about
12 the truth of the allegations in Paragraph 14 and therefore denies those allegations.

13 15. SPE lacks knowledge or information sufficient to form a belief about
14 the truth of the allegations in Paragraph 15 and therefore denies those allegations.

15 16. SPE lacks knowledge or information sufficient to form a belief about
16 the truth of the allegations in Paragraph 16 and therefore denies those allegations.

17 17. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
18 therefore no response is required.

19 18. SPE denies that any named plaintiff has suffered a compensable injury.
20 SPE lacks knowledge or information sufficient to form a belief about the truth of the
21 remaining allegations in Paragraph 18, and therefore denies those allegations.

22 19. SPE admits the allegations in Paragraph 19.

23 20. SPE lacks knowledge or information sufficient to form a belief about
24 what unspecified “media” reported, and therefore denies the allegations in
25 Paragraph 20.

26
27
28

1 21. SPE denies the allegations in Paragraph 21, except to admit that it was a
2 victim of a cyber-attack, and that an image was displayed on certain computer
3 screens in connection with that cyber-attack.

4 22. SPE denies the allegations of the first sentence in Paragraph 22, except
5 to admit that certain stolen information was publicly disclosed in November and
6 December of 2014. SPE lacks knowledge or information sufficient to form a belief
7 about the truth of the allegations in the second sentence of Paragraph 22 and
8 therefore denies them.

9 23. SPE lacks knowledge or information sufficient to form a belief about
10 what Mr. Krebs reported, and therefore denies the allegations in Paragraph 23.

11 24. SPE lacks knowledge or information sufficient to form a belief about
12 Mr. Krebs' purported observations, and therefore denies the allegations in Paragraph
13 24.

14 25. SPE lacks knowledge or information sufficient to form a belief about
15 what Mr. Roose reported, and therefore denies the allegations in Paragraph 25.

16 26. SPE lacks knowledge or information sufficient to form a belief about
17 the allegations contained in Paragraph 26 and therefore denies them.

18 27. SPE denies the allegations in Paragraph 27, except to admit that certain
19 SPE employees received an email in December of 2014, which speaks for itself.

20 28. SPE denies the allegations in Paragraph 28, except to admit that certain
21 stolen information was publicly disclosed in November and December of 2014,
22 along with a message addressed to SPE employees. To the extent that the
23 allegations set forth in Paragraph 28 purport to quote from that document, the
24 document speaks for itself.

25 29. SPE denies the allegations in Paragraph 29, except to admit that certain
26 stolen information was publicly disclosed in November and December of 2014.
27

28

1 30. SPE denies the allegations in Paragraph 30, except to admit that certain
2 stolen information was publicly disclosed in November and December of 2014.
3 SPE states that to the extent the allegations in Paragraph 30 are derived from written
4 documents, the documents speak for themselves.

5 31. SPE denies the allegations in Paragraph 31.

6 32. SPE lacks knowledge or information sufficient to form a belief about
7 the truth of the allegations contained in Paragraph 32 and therefore denies them.

8 33. SPE lacks knowledge or information sufficient to form a belief about
9 the truth of the allegations contained in the first, third, fourth, and fifth sentences of
10 Paragraph 33 and therefore denies them. SPE denies the allegations in the second
11 sentence of Paragraph 33.

12 34. SPE denies the allegations contained in Paragraph 34. To the extent
13 that the allegations in Paragraph 34 purport to quote from a written document, the
14 document speaks for itself.

15 35. SPE denies the allegations contained in the first sentence of Paragraph
16 35, except to admit that Mr. Hasejima made certain comments in May 2011, which
17 speak for themselves. SPE denies the allegations contained in the second sentence
18 of Paragraph 35, except to state that to the extent the language in quotations purports
19 to quote from or characterize a written document, the document speaks for itself.

20 36. SPE denies the allegations contained in the first sentence of Paragraph
21 36. SPE lacks knowledge or information sufficient to form a belief about the truth
22 of the remaining allegations in Paragraph 36 and therefore denies them.

23 37. SPE denies the allegations in Paragraph 37.

24 38. SPE denies the allegations in Paragraph 38, and states that to the extent
25 the allegations set forth in Paragraph 38 purport to quote from a written document,
26 that document speaks for itself.

27 39. SPE denies the allegations in Paragraph 39.

28

1 40. SPE denies the allegations in Paragraph 40, except to admit that in
2 February 2014 hackers attacked an SPE FTP server.

3 41. SPE lacks knowledge or information sufficient to form a belief about
4 the truth of the allegations contained in Paragraph 41 and therefore denies them.

5 42. SPE denies the allegations in Paragraph 42.

6 43. SPE denies the allegations in Paragraph 43, and states that to the extent
7 that the allegations set forth in Paragraph 43 purport to quote from a written
8 document, that document speaks for itself.

9 44. SPE denies the allegations in Paragraph 44, and states that to the extent
10 that the allegations set forth in Paragraph 44 purport to quote from a written
11 document, that document speaks for itself.

12 45. SPE denies the allegations in Paragraph 45.

13 46. SPE denies the allegations in Paragraph 46.

14 47. SPE lacks knowledge or information sufficient to form a belief about
15 the truth of the allegations in Paragraph 47 and therefore denies them.

16 48. SPE lacks knowledge or information sufficient to form a belief about
17 the truth of the allegations in Paragraph 48 and therefore denies them.

18 49. SPE denies the allegations contained in Paragraph 49.

19 50. SPE denies the allegations contained in Paragraph 50.

20 51. SPE denies the allegations in Paragraph 51, and states that to the extent
21 the allegations set forth in Paragraph 51 purport to quote from written documents,
22 those documents speak for themselves.

23 52. SPE denies the allegations in Paragraph 52.

24 53. SPE denies the allegations in Paragraph 53, and states that to the extent
25 the allegations set forth in Paragraph 53 purport to quote from written documents,
26 those documents speak for themselves.

27
28

1 54. SPE denies the allegations in the first sentence of Paragraph 54. SPE
2 lacks knowledge or information sufficient to form a belief about what unspecified
3 “experts” have suggested and therefore denies the allegations in the second sentence
4 of Paragraph 54.

5 55. To the extent the allegations set forth in Paragraph 55 purport to quote
6 from written documents, those documents speak for themselves. SPE lacks
7 knowledge or information sufficient to form a belief about what unspecified
8 “security firms” have noted, what Mr. Bocek has stated, or what Businessweek
9 reported, and therefore denies those allegations. SPE otherwise denies the
10 allegations contained in Paragraph 55.

11 56. SPE denies the allegations in Paragraph 56, and states that to the extent
12 the allegations set forth in Paragraph 56 purport to quote from written documents,
13 those documents speak for themselves.

14 57. SPE denies the allegations in the first sentence in Paragraph 57. SPE
15 lacks knowledge or information sufficient to form a belief about the truth of the
16 remaining allegations in Paragraph 57 and therefore denies them.

17 58. SPE objects to the allegations in Paragraph 58 to the extent that they are
18 derived from documents or communications stolen in the November 2014
19 cyber-attack that are protected by the attorney-client privilege. Subject to and
20 without waiving this objection, and without waiving the attorney-client privilege,
21 SPE denies the allegations in the first and second sentence of Paragraph 58. SPE
22 states that to the extent the allegations set forth in the third sentence of Paragraph 58
23 are derived from a written document, the document speaks for itself. To the extent
24 the allegations in the third sentence of Paragraph 58 are inconsistent with such
25 document, SPE denies them.

26 59. SPE admits that the data breach has been characterized as
27 “unprecedented in nature” and “undetected by industry standard antivirus

28

1 software.” SPE denies the remaining allegations in Paragraph 59, and states that to
2 the extent the allegations in Paragraph 59 purport to quote from a document, the
3 document speaks for itself.

4 60. SPE denies the allegations in Paragraph 60, and states that to the extent
5 those allegations purport to quote from documents, those documents speak for
6 themselves.

7 61. SPE denies the allegations contained in Paragraph 61.

8 62. SPE denies the allegations contained in the first two sentences of
9 Paragraph 62. SPE lacks knowledge or information sufficient to form a belief
10 about the truth of the allegations contained in the third sentence of Paragraph 62 and
11 therefore denies them.

12 63. SPE admits that it sent an internal memorandum on December 2, 2014,
13 which document speaks for itself. SPE otherwise denies the allegations in
14 Paragraph 63.

15 64. SPE denies the allegations in Paragraph 64, except to admit that it sent
16 a memorandum to its employees on December 8, 2014, which document speaks for
17 itself.

18 65. SPE denies the allegations in Paragraph 65, except to admit that it sent
19 a letter to its employees dated December 8, 2014 providing information on the types
20 of PII it believed may have been stolen, which letter speaks for itself.

21 66. SPE denies the allegations in Paragraph 66, except to state that SPE
22 lacks knowledge or information sufficient to form a belief about the purported quote
23 provided by an unknown “former high-ranking employee.”

24 67. SPE admits that it posted a message on its website on December 15,
25 2014 regarding the cyber-attack, which speaks for itself. To the extent the
26 allegations in Paragraph 67 are inconsistent with this message, SPE denies the
27 allegations in Paragraph 67.

1 68. SPE denies the allegations in Paragraph 68.

2 69. SPE lacks knowledge or information sufficient to form a belief about
3 the truth of the allegations contained in Paragraph 69 and therefore denies them.

4 70. SPE denies the allegations in the first sentence of Paragraph 70. SPE
5 lacks knowledge or information sufficient to form a belief about the truth of the
6 remaining allegations in Paragraph 70 and therefore denies them.

7 71. SPE denies the allegations in the first sentence of Paragraph 71, except
8 to admit that SPE provided employees with information related to identity theft
9 protection. SPE lacks knowledge or information sufficient to form a belief about
10 the truth of the remaining allegations contained in Paragraph 71 and therefore denies
11 them.

12 72. SPE lacks knowledge or information sufficient to form a belief about
13 the allegations contained in Paragraph 72 and therefore denies them.

14 73. SPE denies the allegations in the first sentence of Paragraph 73. As to
15 the remaining allegations in Paragraph 73, SPE states that to the extent that they
16 purport to quote from documents, the documents speak for themselves. SPE
17 otherwise lacks knowledge or information sufficient to form a belief about the truth
18 of the remaining allegations in Paragraph 73 and therefore denies them.

19 74. SPE admits the allegations in the first sentence of Paragraph 74. SPE
20 lacks knowledge or information sufficient to form a belief about the truth of the
21 remaining allegations contained in Paragraph 74 and therefore denies them.

22 75. SPE lacks knowledge or information sufficient to form a belief about
23 the truth of the allegations contained in Paragraph 75 and therefore denies them.

24 76. SPE lacks knowledge or information sufficient to form a belief about
25 the truth of the allegations in the first sentence of Paragraph 76 and therefore denies
26 them. SPE denies the allegations in the second sentence of Paragraph 76, except to
27

28

1 state that to the extent that those allegations purport to quote from a written
2 document, the document speaks for itself.

3 77. SPE admits that it employed Michael Corona between 2004 and 2007
4 in Culver City, California. SPE lacks knowledge or information sufficient to form
5 a belief about the truth of the remaining allegations in Paragraph 77 and therefore
6 denies those allegations.

7 78. SPE admits that Plaintiff Corona was employed by SPE and received
8 compensation and benefits. SPE denies the remaining allegations in the first and
9 second sentences of Paragraph 78. SPE lacks knowledge or information sufficient
10 to form a belief about the truth of the remaining allegations in Paragraph 78 and
11 therefore denies those allegations.

12 79. SPE lacks knowledge or information sufficient to form a belief about
13 the truth of the allegations in Paragraph 79 and therefore denies those allegations.

14 80. SPE lacks knowledge or information sufficient to form a belief about
15 the truth of the allegations in Paragraph 80 and therefore denies those allegations.

16 81. SPE admits that it sent Plaintiff Corona an email stating that SPE had
17 submitted his information to AllClear ID. SPE lacks knowledge or information
18 sufficient to form a belief about the truth of the remaining allegations in Paragraph
19 81 and therefore denies those allegations.

20 82. SPE lacks knowledge or information sufficient to form a belief about
21 the truth of the allegations in Paragraph 82 and therefore denies those allegations.

22 83. SPE admits the allegations in the first and third sentences of Paragraph
23 83. SPE lacks knowledge or information sufficient to form a belief about the truth
24 of the allegations in the second sentence of Paragraph 83 and therefore denies those
25 allegations.

26 84. SPE admits that Plaintiff Mathis was employed by SPE and received
27 compensation and benefits. SPE otherwise denies the allegations in the first and
28

1 second sentences of Paragraph 84. SPE lacks knowledge or information sufficient
2 to form a belief about the truth of the allegations in the remainder of Paragraph 84
3 and therefore denies those allegations.

4 85. SPE lacks knowledge or information sufficient to form a belief about
5 the truth of the allegations in Paragraph 85 and therefore denies those allegations.

6 86. SPE lacks knowledge or information sufficient to form a belief about
7 the truth of the allegations in Paragraph 86 and therefore denies those allegations.

8 87. SPE lacks knowledge or information sufficient to form a belief about
9 the truth of the allegations in Paragraph 87 and therefore denies those allegations.

10 88. SPE denies the allegations contained in the first four sentences of
11 Paragraph 88, except to admit that it sent an email to Plaintiff Mathis on December
12 18, 2014 regarding AllClear ID, which document speaks for itself. SPE lacks
13 knowledge or information sufficient to form a belief about the truth of the
14 allegations contained in the fifth sentence of Paragraph 88 and therefore denies those
15 allegations.

16 89. SPE admits the allegations in the first sentence of Paragraph 89. As to
17 the second sentence of Paragraph 89, SPE admits that Plaintiff Forster worked for
18 SPE from approximately April 2013 until February 2014. SPE lacks knowledge or
19 information sufficient to form a belief about the truth of the remaining allegations in
20 Paragraph 89 and therefore denies those allegations.

21 90. SPE admits that Plaintiff Forster was employed by SPE and received
22 compensation and benefits. SPE denies the remaining allegations in the first and
23 second sentences of Paragraph 90. SPE lacks knowledge or information sufficient
24 to form a belief about the truth of the allegations in the remainder of Paragraph 90
25 and therefore denies those allegations.

26 91. SPE lacks knowledge or information sufficient to form a belief about
27 the truth of the allegations in Paragraph 91 and therefore denies those allegations.

1 92. SPE admits that it sent an email to Plaintiff Forster on or about
2 December 9, 2014 regarding AllClear ID. To the extent the allegations set forth in
3 Paragraph 92 are derived from this document, the document speaks for itself. SPE
4 lacks knowledge or information sufficient to form a belief about the truth of the
5 remainder of the allegations in Paragraph 92 and therefore denies those allegations.

6 93. SPE lacks knowledge or information sufficient to form a belief about
7 the truth of the allegations in Paragraph 93 and therefore denies those allegations.

8 94. SPE lacks knowledge or information sufficient to form a belief about
9 the truth of the allegations in Paragraph 94 and therefore denies those allegations.

10 95. SPE denies that Plaintiff Archibeque began her employment with Sony
11 Pictures Imageworks in April 2002 but admits that she was employed with Sony
12 Imageworks from April 2003 through May 2009. SPE lacks knowledge or
13 information sufficient to form a belief about the truth of the remaining allegations in
14 Paragraph 95 and therefore denies those allegations.

15 96. SPE admits that Plaintiff Archibeque was employed by SPE and
16 received compensation and benefits. SPE denies the remaining allegations in the
17 first and second sentences of Paragraph 96. SPE lacks knowledge or information
18 sufficient to form a belief about the truth of the allegations in the remainder of
19 Paragraph 96 and therefore denies those allegations.

20 97. SPE denies the allegations in the second sentence of Paragraph 97. To
21 the extent the allegations set forth in the last two sentences of Paragraph 97 are
22 derived from a written document, the document speaks for itself. To the extent the
23 allegations in those sentences are inconsistent with any such document, SPE denies
24 the allegations. SPE lacks knowledge or information sufficient to form a belief
25 about the truth of the remaining allegations in Paragraph 97 and therefore denies
26 those allegations.

27
28

1 116. SPE lacks knowledge or information sufficient to form a belief about
2 the truth of the allegations in Paragraph 116 and therefore denies those allegations.

3 117. SPE lacks knowledge or information sufficient to form a belief about
4 the truth of the allegations in Paragraph 117 and therefore denies those allegations.

5 118. SPE admits the allegations in the first sentence of Paragraph 118. SPE
6 lacks knowledge or information sufficient to form a belief about the allegations in
7 the second sentence of Paragraph 118 and therefore denies those allegations.

8 119. SPE admits that Plaintiff Shapiro was employed by SPE and received
9 compensation and benefits. SPE denies the remaining allegations in the first and
10 second sentences of Paragraph 119. SPE lacks knowledge or information sufficient
11 to form a belief about the truth of the allegations in the remainder of Paragraph 119
12 and therefore denies those allegations.

13 120. SPE lacks knowledge or information sufficient to form a belief about
14 the truth of the allegations in Paragraph 120 and therefore denies those allegations.

15 121. As to the allegations in the first sentence of Paragraph 121, SPE admits
16 that it received an email on December 5, 2014 from Plaintiff Shapiro regarding
17 AllClear ID. SPE denies the allegations in the second sentence of Paragraph 121.
18 As to the allegations in the third sentence of Paragraph 121, SPE admits that it sent
19 an email to Plaintiff Shapiro on December 11, 2014 regarding AllClear ID. SPE
20 further states that to the extent the allegations set forth in Paragraph 121 are derived
21 from written documents, the documents speak for themselves. To the extent the
22 allegations in Paragraph 121 are inconsistent with any such documents, SPE denies
23 the allegations. SPE lacks knowledge or information sufficient to form a belief
24 about the truth of the remaining allegations in Paragraph 121 and therefore denies
25 those allegations.

26 122. SPE lacks knowledge or information sufficient to form a belief about
27 the truth of the allegations in Paragraph 122 and therefore denies those allegations.

1 123. SPE lacks knowledge or information sufficient to form a belief about
2 the truth of the allegations in Paragraph 123 and therefore denies those allegations.

3 124. SPE lacks knowledge or information sufficient to form a belief about
4 the truth of the allegations in Paragraph 124 and therefore denies those allegations.

5 125. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
6 therefore no response is required.

7 126. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
8 therefore no response is required.

9 127. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
10 therefore no response is required.

11 128. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
12 therefore no response is required.

13 129. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
14 therefore no response is required.

15 130. On May 14, 2015, Plaintiff Exum dismissed his claims against SPE and
16 therefore no response is required.

17 131. Paragraph 131 states plaintiffs' characterization of their claims, to
18 which no response is required. To the extent a response is required, SPE denies that
19 this action can be maintained as a class action pursuant to Federal Rule of Civil
20 Procedure 23.

21 132. Paragraph 132 contains conclusions of law to which no response is
22 required. To the extent a response is required, SPE denies the allegations in
23 Paragraph 132.

24 133. Paragraph 133 contains conclusions of law to which no response is
25 required. To the extent a response is required, SPE denies the allegations in
26 Paragraph 133.

27
28

1 required, SPE denies these allegations. SPE denies the remaining allegations in
2 Paragraph 143.

3 144. Paragraph 144 states conclusions of law, to which no response is
4 required. To the extent a response is required, SPE denies the allegations.

5 145. The allegations in Paragraph 145 relate to the plaintiffs' claim for
6 negligence based on SPE's alleged failure to provide timely notification, which the
7 Court dismissed on June 15, 2015. Accordingly, no response is required. To the
8 extent a response is required, SPE denies the allegations.

9 146. SPE denies the allegations in Paragraph 146.

10 147. SPE denies the allegations in the first sentence of Paragraph 147. As
11 to the remaining allegations in Paragraph 147, SPE lacks knowledge or information
12 sufficient to form a belief about the truth of the allegations and therefore denies the
13 allegations.

14 148. SPE denies the allegations in Paragraph 148.

15 149. Paragraph 149 states conclusions of law, to which no response is
16 required. To the extent a response is required, SPE denies the allegations.

17 150. SPE denies the allegations in Paragraph 150.

18 151. The allegations in Paragraph 151 relate to the plaintiffs' claim for
19 negligence based on SPE's alleged failure to provide timely notification, which the
20 Court dismissed on June 15, 2015. Accordingly, no response is required. To the
21 extent a response is required, SPE denies the allegations.

22 152. SPE denies the allegations in Paragraph 152.

23 153. SPE denies the allegations in Paragraph 153.

24 154. SPE denies the allegations in Paragraph 154.

25 155. SPE denies the allegations in the first sentence of Paragraph 155. The
26 second sentence of Paragraph 155 states plaintiffs' characterization of their claim, to
27

1 which no response is required. To the extent a response is required, SPE denies the
2 allegations in the second sentence of Paragraph 155.

3 156. SPE incorporates by reference its responses to the allegations contained
4 in each of the preceding Paragraphs as if fully set forth herein. Paragraph 156
5 relates to the claim for breach of implied contract which the Court dismissed on June
6 15, 2015 without leave to amend. Accordingly, no response is required. To the
7 extent a response is required, SPE denies the allegations.

8 157. Paragraph 157 relates to the claim for breach of implied contract which
9 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
10 response is required. To the extent a response is required, SPE denies the
11 allegations in Paragraph 157.

12 158. Paragraph 158 relates to the claim for breach of implied contract which
13 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
14 response is required. To the extent a response is required, SPE denies the
15 allegations in Paragraph 158.

16 159. Paragraph 159 relates to the claim for breach of implied contract which
17 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
18 response is required. To the extent a response is required, SPE denies the
19 allegations in Paragraph 159.

20 160. Paragraph 160 relates to the claim for breach of implied contract which
21 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
22 response is required. To the extent a response is required, SPE denies the
23 allegations in Paragraph 160.

24 161. Paragraph 161 relates to the claim for breach of implied contract which
25 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
26 response is required. To the extent a response is required, SPE denies the
27 allegations in Paragraph 161.

1 162. Paragraph 162 relates to the claim for breach of implied contract which
2 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
3 response is required. To the extent a response is required, SPE denies the
4 allegations in Paragraph 162.

5 163. Paragraph 163 relates to the claim for breach of implied contract which
6 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
7 response is required. To the extent a response is required, SPE denies the
8 allegations in Paragraph 163.

9 164. Paragraph 164 relates to the claim for breach of implied contract which
10 the Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
11 response is required. To the extent a response is required, SPE denies the
12 allegations in Paragraph 164.

13 165. SPE incorporates by reference its responses to the allegations contained
14 in each of the preceding Paragraphs as if fully set forth herein. Paragraph 165
15 relates to the claim arising under the California Customer Records Act which the
16 Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
17 response is required. To the extent a response is required, SPE denies the
18 allegations in Paragraph 165.

19 166. Paragraph 166 relates to the claim arising under the California
20 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
21 amend. Accordingly, no response is required. To the extent a response is
22 required, SPE denies the allegations in Paragraph 166.

23 167. Paragraph 167 relates to the claim arising under the California
24 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
25 amend. Accordingly, no response is required. To the extent a response is
26 required, SPE denies the allegations in Paragraph 167.

27
28

1 168. Paragraph 168 relates to the claim arising under the California
2 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
3 amend. Accordingly, no response is required. To the extent a response is
4 required, SPE denies the allegations in Paragraph 168.

5 169. Paragraph 169 relates to the claim arising under the California
6 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
7 amend. Accordingly, no response is required. To the extent a response is
8 required, SPE denies the allegations in Paragraph 169.

9 170. Paragraph 170 relates to the claim arising under the California
10 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
11 amend. Accordingly, no response is required. To the extent a response is
12 required, SPE denies the allegations in Paragraph 170.

13 171. Paragraph 171 relates to the claim arising under the California
14 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
15 amend. Accordingly, no response is required. To the extent a response is
16 required, SPE denies the allegations in Paragraph 171.

17 172. Paragraph 172 relates to the claim arising under the California
18 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
19 amend. Accordingly, no response is required. To the extent a response is
20 required, SPE denies the allegations in Paragraph 172.

21 173. Paragraph 173 relates to the claim arising under the California
22 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
23 amend. Accordingly, no response is required. To the extent a response is
24 required, SPE denies the allegations in Paragraph 173.

25 174. Paragraph 174 relates to the claim arising under the California
26 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
27

1 amend. Accordingly, no response is required. To the extent a response is
2 required, SPE denies the allegations in Paragraph 174.

3 175. Paragraph 175 relates to the claim arising under the California
4 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
5 amend. Accordingly, no response is required. To the extent a response is
6 required, SPE denies the allegations in Paragraph 175.

7 176. Paragraph 176 relates to the claim arising under the California
8 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
9 amend. Accordingly, no response is required. To the extent a response is
10 required, SPE denies the allegations in Paragraph 176.

11 177. Paragraph 177 relates to the claim arising under the California
12 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
13 amend. Accordingly, no response is required. To the extent a response is
14 required, SPE denies the allegations in Paragraph 177.

15 178. Paragraph 178 relates to the claim arising under the California
16 Customer Records Act which the Court dismissed on June 15, 2015 without leave to
17 amend. Accordingly, no response is required. To the extent a response is
18 required, SPE denies the allegations in Paragraph 178.

19 179. SPE incorporates by reference its responses to the allegations contained
20 in each of the preceding Paragraphs as if fully set forth herein.

21 180. Paragraph 180 states plaintiffs' characterization of their claim, to which
22 no response is required. To the extent a response is required, SPE denies the
23 allegations in Paragraph 180.

24 181. Paragraph 181 states conclusions of law, to which no response is
25 required. To the extent a response is required, SPE denies the allegations in
26 Paragraph 181.

27
28

1 182. Paragraph 182 states conclusions of law, to which no response is
2 required. The text of the Confidentiality of Medical Information Act (“CMIA”)
3 speaks for itself. To the extent a response is required, SPE denies the allegations in
4 Paragraph 182.

5 183. SPE denies the allegations in the first and third sentences of Paragraph
6 183. The second sentence of Paragraph 183 states conclusions of law, to which no
7 response is required. To the extent a response is required, SPE denies the
8 allegations in the second sentence of Paragraph 183.

9 184. SPE denies the allegations in Paragraph 184.

10 185. SPE denies the allegations in Paragraph 185.

11 186. SPE admits that certain stolen information was publicly disclosed in
12 November and December of 2014. SPE lacks knowledge or information sufficient
13 to form a belief about the truth of the remaining allegations in Paragraph 186 and
14 therefore denies them.

15 187. SPE denies the allegations contained in Paragraph 187, except to admit
16 that SPE sent a letter to SPE employees, which letter speaks for itself.

17 188. SPE denies the allegations in Paragraph 188.

18 189. Paragraph 189 states plaintiffs’ characterization of their claims, to
19 which no response is required. To the extent a response is required, SPE denies the
20 allegations.

21 190. Paragraph 190 states plaintiffs’ characterization of their claims and
22 conclusions of law, to which no response is required. To the extent a response is
23 required, SPE denies the allegations in Paragraph 190.

24 191. Paragraph 191 states plaintiffs’ characterization of their claims and
25 conclusions of law, to which no response is required. To the extent a response is
26 required, SPE denies the allegations in Paragraph 191.

27
28

1 214. SPE denies the allegations in Paragraph 214.

2 215. SPE denies the allegations in Paragraph 215.

3 216. SPE denies the allegations in Paragraph 216.

4 217. SPE denies the allegations in Paragraph 217.

5 218. SPE denies the allegations in the first sentence of Paragraph 218. The
6 second sentence of Paragraph 218 states plaintiffs' characterization of their claim, to
7 which no response is required. To the extent a response is required, SPE denies the
8 allegations in Paragraph 218.

9 219. SPE incorporates by reference its responses to the allegations contained
10 in each of the preceding Paragraphs as if fully set forth herein.

11 220. SPE denies the allegations in Paragraph 220.

12 221. SPE denies the allegations in Paragraph 221.

13 222. SPE denies the allegations in Paragraph 222.

14 223. SPE denies the allegations in Paragraph 223.

15 224. Paragraph 224 states plaintiffs' characterization of their claim, to which
16 no response is required. To the extent a response is required, SPE denies the
17 allegations in Paragraph 224.

18 225. Paragraph 225 states plaintiffs' characterization of their claim, to which
19 no response is required. To the extent a response is required, SPE denies the
20 allegations in Paragraph 225.

21 226. SPE incorporates by reference its responses to the allegations contained
22 in each of the preceding Paragraphs as if fully set forth herein. Paragraph 226
23 relates to the claim arising under Virginia Code Annotated § 18.2-186.6 which the
24 Court dismissed on June 15, 2015 without leave to amend. Accordingly, no
25 response is required. To the extent a response is required, SPE denies the
26 allegations in Paragraph 226.

27
28

1 to amend. Accordingly, no response is required. To the extent a response is
2 required, SPE denies the allegations in Paragraph 233.

3 234. Paragraph 234 relates to the claim arising under Virginia Code
4 Annotated § 18.2-186.6 which the Court dismissed on June 15, 2015 without leave
5 to amend. Accordingly, no response is required. To the extent a response is
6 required, SPE denies the allegations in Paragraph 234.

7 235. Paragraph 235 relates to the claim arising under Virginia Code
8 Annotated § 18.2-186.6 which the Court dismissed on June 15, 2015 without leave
9 to amend. Accordingly, no response is required. To the extent a response is
10 required, SPE denies the allegations in Paragraph 235.

11 236. Paragraph 236 relates to the claim arising under Virginia Code
12 Annotated § 18.2-186.6 which the Court dismissed on June 15, 2015 without leave
13 to amend. Accordingly, no response is required. To the extent a response is
14 required, SPE denies the allegations in Paragraph 236.

15 237. Paragraph 237 relates to the claim arising under Virginia Code
16 Annotated § 18.2-186.6 which the Court dismissed on June 15, 2015 without leave
17 to amend. Accordingly, no response is required. To the extent a response is
18 required, SPE denies the allegations in Paragraph 237.

19 238. SPE incorporates by reference its responses to the allegations contained
20 in each of the preceding Paragraphs as if fully set forth herein. Paragraph 238
21 relates to the claim arising under Colorado Revised Statutes Annotated § 6-1-716,
22 which the Court dismissed on June 15, 2015 without leave to amend. Accordingly,
23 no response is required. To the extent a response is required, SPE denies the
24 allegations in Paragraph 238.

25 239. Paragraph 239 relates to the claim arising under Colorado Revised
26 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
27

1 leave to amend. Accordingly, no response is required. To the extent a response is
2 required, SPE denies the allegations in Paragraph 239.

3 240. Paragraph 240 relates to the claim arising under Colorado Revised
4 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
5 leave to amend. Accordingly, no response is required. To the extent a response is
6 required, SPE denies the allegations in Paragraph 240.

7 241. Paragraph 241 relates to the claim arising under Colorado Revised
8 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
9 leave to amend. Accordingly, no response is required. To the extent a response is
10 required, SPE denies the allegations in Paragraph 241.

11 242. Paragraph 242 relates to the claim arising under Colorado Revised
12 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
13 leave to amend. Accordingly, no response is required. To the extent a response is
14 required, SPE denies the allegations in Paragraph 242.

15 243. Paragraph 243 relates to the claim arising under Colorado Revised
16 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
17 leave to amend. Accordingly, no response is required. To the extent a response is
18 required, SPE denies the allegations in Paragraph 243.

19 244. Paragraph 244 relates to the claim arising under Colorado Revised
20 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
21 leave to amend. Accordingly, no response is required. To the extent a response is
22 required, SPE denies the allegations in Paragraph 244.

23 245. Paragraph 245 relates to the claim arising under Colorado Revised
24 Statutes Annotated § 6-1-716, which the Court dismissed on June 15, 2015 without
25 leave to amend. Accordingly, no response is required. To the extent a response is
26 required, SPE denies the allegations in Paragraph 245.

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs’ negligence claim is barred, in whole or in part, by the doctrine of comparative negligence.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs’ negligence claim is barred, in whole or in part, by the comparative fault of third parties.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs’ negligence claim is barred, in whole or in part, by the doctrine of apportionment of fault.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims are barred, in whole or in part, to the extent any harm or damages suffered by plaintiffs were caused by the intervening, supervening, or superseding acts of third-parties.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims are barred, in whole or in part, by a lack of actual or proximate cause.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs failed to reasonably mitigate their damages.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs have an adequate remedy at law and, therefore, all claims for equitable relief are inapplicable.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs fail to allege any basis upon which injunctive relief would be available.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims are barred by the doctrine of waiver.

THIRTEENTH AFFIRMATIVE DEFENSE

1 Certain plaintiffs' claims are subject to arbitration because they have
2 contractually agreed to arbitrate claims against SPE.

3 **FOURTEENTH AFFIRMATIVE DEFENSE**

4 Plaintiffs have suffered no compensable injury.

5 **FIFTEENTH AFFIRMATIVE DEFENSE**

6 Plaintiffs have failed to join necessary and/or indispensable parties.

7 **SIXTEENTH AFFIRMATIVE DEFENSE**

8 Each item of economic loss alleged in the Complaint was, or with reasonable
9 certainty will be, replaced or indemnified, in whole or in part, from collateral
10 sources.

11 **SEVENTEENTH AFFIRMATIVE DEFENSE**

12 Plaintiffs' claims and/or right to recovery are barred by the economic loss
13 doctrine.

14 **EIGHTEENTH AFFIRMATIVE DEFENSE**

15 Plaintiffs' causes of action are barred, in whole or in part, by the doctrines of
16 merger, bar, collateral estoppel, *res judicata*, release, discharge, accord and
17 satisfaction, and covenant not to sue.

18 ///

19 ///

20 ///

21 **WHEREFORE**, SPE respectfully requests that the Court enter judgment in
22 its favor and award it the costs of this action, together with attorneys' fees, expert
23 fees, and such other relief as the Court may deem just and proper.

24
25 Dated: June 29, 2015

WILMER CUTLER PICKERING
HALE AND DORR LLP

26
27 By: /s/ William F. Lee

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

William F. Lee
Attorneys for Defendant
Sony Pictures Entertainment Inc.