

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

AMERICAN HOME ASSURANCE
COMPANY and NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA.,

Plaintiffs,

v.

C.A. No. N26C-02-652 SKR CCLD

GOOGLE, LLC, as successor in interest to
GOOGLE, INC.; ALPHABET INC.;
YOUTUBE, LLC; ALLIANZ GLOBAL
CORPORATE & SPECIALTY SE;
ALLIANZ GLOBAL RISKS US
INSURANCE COMPANY; AMERICAN
FIRE AND CASUALTY COMPANY;
AMERICAN GUARANTEE AND
LIABILITY INSURANCE COMPANY;
ASPEN AMERICAN INSURANCE
COMPANY; BERKSHIRE HATHAWAY
SPECIALTY INSURANCE COMPANY;
CERTAIN UNDERWRITERS AT
LLOYD'S, LONDON; ENDURANCE
AMERICAN SPECIALTY INSURANCE
COMPANY; ENDURANCE RISK
SOLUTIONS ASSURANCE COMPANY;
FEDERAL INSURANCE COMPANY;
GREAT AMERICAN INSURANCE
COMPANY OF NEW YORK; GREAT
AMERICAN SPIRIT INSURANCE
COMPANY; GREAT LAKES
INSURANCE SE; INDEMNITY
INSURANCE COMPANY OF NORTH
AMERICA; LIBERTY
INTERNATIONAL UNDERWRITERS;
LIBERTY SURPLUS INSURANCE
CORPORATION; NATIONAL
CASUALTY COMPANY; NATIONAL

FIRE & MARINE INSURANCE)
 COMPANY; NAVIGATORS)
 SPECIALTY INSURANCE COMPANY;)
 OLD REPUBLIC INSURANCE)
 COMPANY; STARR INDEMNITY &)
 LIABILITY COMPANY; STARR)
 SURPLUS LINES INSURANCE)
 COMPANY; STARSTONE INSURANCE)
 SE; STEADFAST INSURANCE)
 COMPANY; ST. PAUL FIRE &)
 MARINE INSURANCE COMPANY; and)
 ZURICH AMERICAN INSURANCE)
 COMPANY,)
)
)
Defendants.)

Date Submitted: August 7, 2026
 Date Decided: September 21, 2026

MEMORANDUM OPINION AND ORDER

Upon Consideration of
Defendants Google, Alphabet, and YouTube's Motion to Stay:
GRANTED

Jody C. Barillare, Esq., MORGAN, LEWIS & BOCKIUS LLP, Wilmington, DE,
Attorneys for Defendants Google LLC, Alphabet Inc., and YouTube, LLC.

Robert J. Cahall, Esq., MCCORMICK & PRIORE, P.C., Newark, DE, Shivani Poddar,
 Esq., Alan Lyons, Esq., Samuel Bazian, Esq., HERRICK, FEINSTEIN LLP, New York,
 New York, *Attorneys for Plaintiffs American Home Assurance Company and*
National Union Fire Insurance Company of Pittsburgh, Pa.

RENNIE, J.

I. INTRODUCTION

This insurance coverage action arises out of the ongoing Social Media Litigation, a multi-jurisdictional dispute comprising thousands of lawsuits against various online platforms. The core of this dispute centers on whether the insurers owe a duty to defend and indemnify the insureds against those underlying claims. In this Court, Plaintiff-insurers seek a declaratory judgment that no coverage obligations exist under the relevant policies. Conversely, Defendant-insureds seek a contrary declaration in a parallel California proceeding.

Critically, the insureds initiated this action more than two weeks before the insurers filed the instant matter. Under Delaware's well settled *forum non conveniens* framework, a first-filed action in another jurisdiction is generally afforded deference unless the second-filed plaintiffs demonstrate compelling special circumstances to the contrary. The California Action involves the same primary parties, arises from the same nucleus of facts, and can comprehensively adjudicate the underlying contractual questions. Because the Court finds that the California Action is a first-filed action entitled to deference under Delaware law and because Plaintiffs have failed to present countervailing hardships or exceptional circumstances, the Motion to Stay is **GRANTED**.

II. BACKGROUND¹

A. The Parties

Plaintiff American Home Assurance Company (“American Home”) is a New York corporation with its principal place of business in New York, New York.² American Home issued a commercial general liability insurance policy to Google for the period from April 1, 2007, to April 1, 2008.³

Plaintiff National Union Fire Insurance Company of Pittsburgh, PA (“National Union,” and together with American Home, “AIG”) is a Pennsylvania corporation with its principal place of business in New York, New York.⁴ National Union issued commercial general liability insurance policies to Google for the period from April 1, 2008 through June 1, 2013, and commercial umbrella insurance policies to Google for the period from April 1, 2007 through June 1, 2014.⁵

Defendants Google, LLC (“Google”), Alphabet Inc. (“Alphabet”), and YouTube, LLC (“YouTube”) (collectively, the “Google Defendants”) are Delaware limited liability companies and corporations headquartered in California.⁶ YouTube

¹ The facts referenced in this Opinion are taken from Plaintiffs’ Amended Complaint (D.I. 22, hereinafter “Am. Compl.”), Defendants’ Opening Brief in Support of their Motion to Stay (D.I. 48, hereinafter “Mot.”), Plaintiffs’ Answering Brief in Opposition to Defendants’ Motion to Stay (D.I. 139, hereinafter “Opp’n”), Defendants’ Reply Brief in Support of their Motion to Stay (D.I. 227, hereinafter “Reply”).

² Am. Compl. ¶ 3.

³ *Id.*

⁴ *Id.* at ¶ 4.

⁵ *Id.*

⁶ *Id.* at ¶¶ 5–7.

is a wholly owned subsidiary of Google.⁷ Google is a wholly owned subsidiary of Alphabet.⁸

Defendant St. Paul Fire & Marine Insurance Company (“Travelers”) is a Minnesota corporation with its principal place of business in Minnesota.⁹ Travelers issued primary and umbrella insurance policies to Google during the relevant coverage periods.¹⁰

The remaining defendants are insurers that provided coverage to at least one of the Google Defendants during the relevant coverage periods (collectively, the “Other Insurers”).¹¹ The Other Insurers were joined by AIG in the Amended Complaint for purposes of seeking a declaration of their rights and obligations to defend and indemnify against any of the Underlying Claims in the event the Court determines that AIG owes such obligations.¹²

B. The Social Media Litigation and the Underlying Claims

Since 2022, the Google Defendants have been named as defendants in thousands of lawsuits (collectively, the “Social Media Litigation”) alleging, *inter alia*, that their platform YouTube caused harm to minors (the claims in the

⁷ *Id.* at ¶ 7.

⁸ *Id.* at ¶ 6.

⁹ *Id.* at ¶ 32.

¹⁰ *Id.*

¹¹ *Id.* at ¶¶ 8–33.

¹² *Id.* at ¶ 118.

underlying lawsuits are referred to as the “Underlying Claims”).¹³ The vast majority of these cases are proceeding in parallel California state and federal courts.¹⁴

In July 2024, the Google Defendants began tendering claims to AIG seeking insurance coverage for certain Underlying Claims.¹⁵ The Google Defendants continued to provide AIG with subsequent notices regarding additional Underlying Claims, seeking both a defense and indemnification.¹⁶ AIG issued a reservation of rights letter in November 2024 requesting additional information from Google.¹⁷ In February 2025, AIG informed the Google Defendants that it expected to complete its review and issue a coverage position letter within two to three weeks.¹⁸ AIG’s final coverage letter was ultimately issued on June 4, 2026, several months after the filing of the California action.¹⁹

C. The California Action

On February 11, 2026, the Google Defendants commenced an action in the California Superior Court for Santa Clara County to resolve the parties’ insurance coverage dispute (the “California Action”).²⁰ Among other things, Google asks the

¹³ Mot. at 5.

¹⁴ *Id.* at 6.

¹⁵ Opp’n at 5; *see* Compl. ¶ 98.

¹⁶ Opp’n at 5; *see* Compl. ¶ 99.

¹⁷ Reply at 8.

¹⁸ *Id.*

¹⁹ *Id.* at 8, n. 3.

²⁰ Mot. at 6.

California court to declare that AIG owes a duty to defend and indemnify Google with respect to the Underlying Claims.²¹

D. The Delaware Action

On February 27, 2026—sixteen days later—AIG filed this action (the “Delaware Action”) seeking a parallel declaration that it owes no duty to defend or indemnify the Google Defendants with respect to the Underlying Claims.²² AIG also seeks a declaration regarding the rights and obligations of Travelers to defend and indemnify the Underlying Claims if the Court ultimately determines that AIG owes coverage obligations for the Underlying Claims.²³ One month later, AIG amended its complaint to request the same contingent declaration as to the Other Insurers.²⁴

E. The Motion

On May 1, 2026, the Google Defendants moved to stay the Delaware Action arguing that—pursuant to Superior Court Civil Rule 12(b)(3) and the Court’s inherent discretionary authority—this Court should defer to the first-filed California Action.²⁵

The Court heard oral argument on August 7, 2026. This Opinion follows.

²¹ *Id.* at 6–7.

²² *See* Complaint ¶¶ 52–65 (D.I. 1, hereinafter “Compl.”).

²³ Compl. ¶ 68.

²⁴ Am. Compl. ¶ 118.

²⁵ Mot. at 1.

III. LEGAL STANDARD

The decision to stay a Delaware action on *forum non conveniens* grounds “rests within the sound discretion of the court.”²⁶ In exercising this discretion, the Court relies on one of three distinct standards based on the procedural posture of the case.²⁷ First, if the Delaware action is first-filed, the movant must demonstrate “overwhelming hardship” based on a balancing of the *Cryo-Maid* factors.²⁸ Second, under *McWane*, if the foreign action is first-filed, the Court will generally exercise its discretion “freely in favor of the stay” so long as the foreign action involves substantially the same parties and issues in a court capable of providing prompt and complete justice.²⁹ Third, if the actions are deemed to have been filed contemporaneously, the Court balances the *Cryo-Maid* factors without favoring either action and without requiring the movant to demonstrate overwhelming hardship.³⁰

²⁶ *BP Oil Supply Co. v. Conoco Phillips Co.*, 2010 WL 702382, at *2 (Del. Super. Feb. 25, 2010).

²⁷ *Arrowood Indem. Co. v. AmerisourceBergen Corp.*, 2023 WL 2726924, at *8 (Del. Super. Mar. 30, 2023).

²⁸ *Id.*

²⁹ *LG Elecs., Inc. v. InterDigital Commc'ns, Inc.*, 114 A.3d 1246, 1251 (Del. 2015) (quoting *McWane Cast Iron Pipe Corp. v. McDowell–Wellman Eng'g Co.*, 263 A.2d 281, 283 (Del.1970)).

³⁰ *Midwest Integrated Care, LLC, v. Health Management Associates, Inc.*, 2026 WL 2322234, at *2 (Del. Super. Aug. 10, 2026) (citing *Nat'l Union Fire Ins. Co. of Pittsburgh, PA v. Crosstex Energy Servs., L.P.*, 2013 WL 6598736, at *4 (Del. Super. Dec. 13, 2013)).

There is no “bright-line” test to determine whether two actions were contemporaneously filed, as that determination is highly fact-specific.³¹ Contemporaneity is assessed based on the close temporal proximity of the filings together with the overall “circumstances surrounding the filings.”³² Where the record reflects that a party engaged in manipulative “race to the courthouse” tactics, the Court may deem the actions contemporaneous so as to not reward such behavior.³³

Ultimately, the Court’s discretion is guided by the animating policy considerations underlying *forum non conveniens* stays: (1) affording the plaintiff its choice of forum, (2) comity, and (3) the necessities of an orderly and efficient administration of justice.³⁴

IV. ANALYSIS

The threshold question is which procedural standard governs the Court’s analysis. The Google Defendants contend that the *McWane* standard applies because the California Action constitutes a prior pending action, involves substantially the

³¹ *CVR Ref., LP v. XL Specialty Ins. Co.*, 2021 WL 3523925, at *8 (Del. Super. Aug. 11, 2021) (citations omitted).

³² *Zilberstein v. Frankenstein*, 2021 WL 5289104, at *4 (Del. Super. Nov. 12, 2021).

³³ *Id.*

³⁴ *See Dura Pharm., Inc. v. Scandipharm, Inc.*, 713 A.2d 925, 928 (Del. Ch. 1998).

same parties and issues, and proceeds in a California court capable of rendering prompt and complete justice.³⁵

AIG disputes each of these points. First, AIG argues that the actions should be deemed contemporaneous because the two filings were made in close temporal proximity and because the Google Defendants engaged in tactical maneuvering to manufacture first-filed status.³⁶ Second, AIG argues that the Delaware Action is more comprehensive because it involves additional insurers and claims.³⁷ AIG also points to the fact that the California Action is allegedly not progressing.³⁸ Accordingly, AIG contends that the California Action fails to meet the “same parties, same issues” and “prompt and complete justice” requirements necessary to trigger *McWane* deference.³⁹

The Court agrees with the Google Defendants that the *McWane* standard applies because all three *McWane* criteria are satisfied. Because this deferential

³⁵ Mot. at 9–10.

³⁶ Opp’n at 11–15. AIG also suggests that a prior dismissed suit between the Google Defendants and Travelers should be deemed the first-filed case. *Id.* at 5, 11–13. Because AIG did not meaningfully develop this argument in its briefing or provide any supporting authority during oral argument, the Court deems the argument waived and declines to consider its merits. Notably, AIG labels the California Action as “nominally a ‘prior action’” seemingly conceding that, at the very least, the California Action is the literal first-in-time action. *Id.* at 27.

³⁷ *Id.* at 27–29.

³⁸ *Id.* at 28.

³⁹ *Id.*

standard guides the Court’s discretion to freely grant a stay in favor of the first-filed action, the Google Defendants’ motion should be granted.⁴⁰

A. The *McWane* Standard Applies

McWane requires three criteria to be met: (1) a prior pending action in another jurisdiction, (2) involving substantially the same parties and the same issues, and (3) in a court capable of doing prompt and complete justice.⁴¹ If all three elements are met, Delaware law recognizes a strong preference in favor of the first-filed forum.⁴²

1. The California Action is a Prior Pending Action.

The California Action was filed sixteen days before the Delaware Action.⁴³ While the timing of the filing is not determinative, Delaware courts regularly afford *McWane* deference to first-filed actions followed shortly thereafter by a similar complaint.⁴⁴

However, the heart of the “contemporaneous” inquiry is not found in the exact number of days—although that is certainly a material factor—but in the

⁴⁰ See *Arrowood*, 2023 WL 2726924, at *8.

⁴¹ *LG Electronics*, 114 A.3d 1246, 1251 (Del. 2015).

⁴² *Id.*

⁴³ See Mot. at 6–7.

⁴⁴ See e.g., *Welbilt Corp. v. Trane Co.*, 2000 WL 1742053, at *3–4 (Del. Ch. Nov. 17, 2000) (deferring to a Texas action filed nine days earlier); *Xpress Mgmt, Inc. v. Hot Wings Int’l, Inc.*, 2007 WL 1660741, at *3–5 (Del. Ch. May 30, 2007) (deferring to a Canadian action filed approximately eleven days earlier); *Brookstone P’rs Acq. XVI, LLC v. Tanus*, 2012 WL 5868902, at *5–6 (Del. Ch. Nov. 20, 2012) (deferring to a Texas action filed approximately two weeks earlier); *ODN Hldg. Corp. v. Hsu*, 2012 WL 1345487, at *8–10 (Del. Ch. Mar. 30, 2012) (deferring to a California action filed three weeks earlier); *Follett Content Solutions, LLC v. Literati, Inc.*, 2026 WL 1759536 (Del. Super. June 18, 2026) (deferring to a Texas action filed three weeks earlier).

discretionary evaluation of whether a first-filed action should be stripped of its entitlement to deference.

Delaware courts regularly accord this deference when there is an absence of “race-to-the-courthouse” behavior or anticipatory filings that suggest tactical maneuvering.⁴⁵ When both parties have been free to file their suits for a significant period of time, there is a reasonable inference that no race to the courthouse occurred.⁴⁶ On the other hand, actions are deemed “contemporaneous” to avoid *McWane* deference where the record supports an inference of gamesmanship.⁴⁷

While AIG is correct that a sixteen-day gap between the two suits can fall within the “contemporaneous” range under certain circumstances, the overall circumstances here do not suggest that the Google Defendants initiated the California Action as an anticipatory suit or an inequitable race to the courthouse.

⁴⁵ See, e.g., *Dura Pharm*, 713 A.2d at 929 (granting a *McWane* stay in favor of a foreign action filed one business day earlier because there was no “race to the courthouse” behavior); *Lipman v. Waste Med. Waste, Inc.*, 1991 WL 275762, at *1 (Del. Ch. Dec. 11, 1991) (granting a *McWane* stay in favor of a foreign action filed two weeks earlier because plaintiff failed to show that the earlier action was an effort to “jockey for position to obtain a tactical advantage.”).

⁴⁶ See *Dura Pharm*, 713 A.2d at 929 (inferring no “race to the courthouse” conduct when both parties were free to file for several weeks); See also *CVR Ref*, 2021 WL 3523925, at *8 (Del. Super. Aug. 11, 2021) (“Therefore, if the parties were ‘free to file suit’ for a significant period of time before the purportedly contemporaneous suits were filed, courts are more likely to find the second-filed suit reactive and defer to the first-filed action.”).

⁴⁷ See, e.g., *AG Res. Hldgs., LLC v. Terral*, 2021 WL 486831, at *3 (Del. Ch. Feb. 10, 2021) (applying neutral *Cryo-Maid* balancing because “[t]he temporal proximity of the filings and the mirror-image nature of the requests...suggest the parties were in a race to file”); *Zilberstein*, 2021 WL 5289104, at *4–5 (applying neutral *Cryo-Maid* balancing due to temporal proximity, similarity in substance, and communications threatening litigation between parties preceding the filings).

AIG characterizes the California Action as a “tactical maneuver to secure a favorable forum” and asserts that the Google Defendants “engaged in forum manipulation.”⁴⁸ The timeline of this dispute suggests otherwise.

Both parties agree that the Google Defendants began tendering the defense of certain Underlying Claims to AIG in July 2024 and continued updating these tenders through December 2025.⁴⁹ In February 2025, AIG represented that it would provide a coverage position letter within a few weeks.⁵⁰ AIG has not challenged this fact. The Google Defendants then waited approximately one year before filing the California Action. Consequently, both parties were apprised of the Underlying Claims and were free to file coverage suits for a significant period of time. As in *Dura Pharmaceuticals*⁵¹ and *CVR Refining*⁵², the Court finds that this significant pre-suit timeline precludes a finding of any “race to the courthouse” conduct upon which to base a denial of *McWane* deference.

AIG also asks the Court to infer tactical maneuvering by looking past the California Action to an earlier, dismissed Delaware action between the Google Defendants and Travelers (the “Travelers Action”).⁵³ AIG attempts to link its Delaware Action to the Travelers Action, reasoning that both insurers sought

⁴⁸ Opp’n at 12, 31.

⁴⁹ Opp’n at 5; Compl. ¶¶ 98–99; Reply at 8.

⁵⁰ Reply at 8.

⁵¹ *Dura Pharm*, 713 A.2d at 929 (Del. Ch. 1998).

⁵² *CVR Ref*, 2021 WL 3523925, at *8 (Del. Super. Aug. 11, 2021).

⁵³ Opp’n at 12–13.

declarations concerning the same coverage issues in connection with the Underlying Claims.⁵⁴ Because these actions are facially similar and the Google Defendants resolved the dispute only after AIG’s Delaware Action was filed, AIG suggests that the Google Defendants manipulated the litigation process to gain first-filed status in the present dispute.⁵⁵

The Court is unpersuaded. The Travelers Action was a separate, independent dispute between Travelers and Google involving different policies and coverage periods. It did not involve AIG. As the Google Defendants explain, the Travelers Action “largely turned on the *timing* of the Travelers policies in question” and has since been dismissed because those policies do not cover the alleged behavior of the Google Defendants in the Underlying Claims.⁵⁶ The Court declines to infer manipulative behavior based on such a tenuous, if not altogether illusory, connection.

Additionally, the parties’ natural alignment supports treating the California Action as first-filed. Delaware courts consider natural alignment when deciding whether a declaratory-judgment action is anticipatory or reactive.⁵⁷ In the insurance-coverage context, the insured is ordinarily the natural plaintiff.⁵⁸ Here, the Google

⁵⁴ *Id.* at 12.

⁵⁵ *Id.* at 12–13.

⁵⁶ Reply at 6–7.

⁵⁷ *Nat’l Union*, 2014 WL 703808, at *2–3.

⁵⁸ A formal denial is not necessarily required before the insured may be treated as the natural plaintiff. In *Playtex*, the court observed that “[t]he Illinois action appears to have been filed in

Defendants are the insureds seeking a declaratory judgment after waiting a significant period of time for a coverage determination. Thus, the California Action represents the natural alignment of the parties wherein the insureds seek coverage. The Delaware Action, on the other hand, appears to be a reactive measure taken against the California Action with the parties not in natural alignment.

Because the California Action was filed over two weeks before the Delaware Action, and because the record does not support an inference of “race to the courthouse” behavior on the part of the Google Defendants, the California Action is a prior pending action and not contemporaneous with the Delaware Action for *McWane* purposes.

2. The Parties and Issues Are Substantially the Same

AIG argues that the California Action does not “involve the same parties and same issues.”⁵⁹ In a *McWane* analysis, however, “the parties and issues in the competing litigations rarely will be exactly identical.”⁶⁰ Instead of perfect identity, the analysis emphasizes substance over form, looking for “substantial or functional

anticipation of an action for damages by Playtex, the natural plaintiff.” *Playtex, Inc. v. Columbia Casualty Co.*, 1989 WL 40913, at *4 (Del. Super. Apr. 25, 1989); *See also Nat’l Union*, 2014 WL 703808, at *3 (“Taking into account the parties’ prior actions, the [C]ourt found it “reasonable to presume that [the insured] would have filed suit if [the insurer] had denied coverage.”).

⁵⁹ Opp’n at 27.

⁶⁰ *Choice Hotels Int’l, Inc. v. Columbus-Hunt Park DR. BNK Inv’rs, L.L.C.*, 2009 WL 3335332, at *7 (Del. Ch. Oct. 15, 2009).

identity” such that the two actions share a “common nucleus of operative facts.”⁶¹ For coverage actions, this nucleus is comprised of the Underlying Claims and the concomitant insurance coverage.⁶² Substantial identity will also be found where any differences between the parties can be remedied by joinder.⁶³

The competing actions in this matter are mirror-image declaratory suits seeking opposite declarations. Each suit seeks a determination regarding the coverage of the Underlying Claims under the relevant policies issued to the Google Defendants by AIG. Thus, both actions share a common nucleus of operative facts.

AIG contends that because the Delaware Action names more insurers than the California Action, implicating more claims, the actions do not involve the same parties and issues.⁶⁴ This argument is insufficient to defeat the “same parties, same issues” prong for two reasons.

First, the additional claims asserted in Delaware are contingent upon the determination of the fundamental coverage issue between the Google Defendants and AIG. AIG’s Amended Complaint seeks a declaratory judgment as to the Other Insurers “[t]o the extent the Court determines [AIG has] any obligation to provide

⁶¹ *Zurich Am. Ins. Co. v. Sterigenics U.S., LLC*, 2024 WL 324094, at *6 (Del. Super. Jan. 26, 2024) (citations omitted).

⁶² *See Mine Safety Appliances Co. v. AIU Ins. Co.*, 2011 WL 300252, at *6 (Del. Super. Jan. 24, 2011).

⁶³ *McQuaide v. McQuaide*, 2005 WL 1288523, at *4 (Del. Ch. May 24, 2005); *see also Mine Safety*, 2011 WL 300252, at *6 (finding parties substantially similar because dissimilarity “can be remedied by joinder.”).

⁶⁴ *Opp’n* at 27.

coverage for any of the Underlying Claims.”⁶⁵ Consequently, the common nucleus remains the Underlying Claims and the relevant AIG policies. AIG’s choice to amend its complaint to join these Other Insurers does not defeat the substantial identity of the fundamental claims at issue.⁶⁶

Second, any defect in perfect identity of parties can be remedied by joinder in the foreign jurisdiction. AIG does not offer any reason to indicate that joining or impleading the Other Insurers is not a viable option available in the California Action. Instead, AIG points to the Google Defendants’ failure to join all the Other Insurers in the California Action as evidence of an intent not to do so.⁶⁷ As the Google Defendants rightly point out, they are free to select what coverage to pursue.⁶⁸ The critical point is that AIG fails to identify any jurisdictional or procedural barriers preventing it from pursuing its Delaware claims against the Other Insurers in the California Action.

Delaware law does not require a first-filed action to include every insurer or every policy potentially implicated by a coverage dispute before *McWane* deference

⁶⁵ Am. Compl. ¶ 118.

⁶⁶ The parties dispute whether the contingent claims are ripe. *See* Mot. at 12–14; Opp’n at 28–29. However, ripeness should not be conflated with the contingent nature of those claims for purposes of a *forum non conveniens* analysis. The fact that these claims are contingent upon the resolution of the fundamental coverage issue is what governs the substantial identity analysis under *McWane*.

⁶⁷ Opp’n at 14–15.

⁶⁸ Reply at 17, fn. 8.

applies.⁶⁹ AIG cannot defeat first-filed status merely by naming additional insurers and policies, especially when the requested relief is contingent upon the same Underlying Claims and the same core policies.⁷⁰

3. *The California Court Is Capable of Doing Prompt and Complete Justice.*

AIG advances two arguments in support of its contention that the California court cannot provide the prompt and complete justice *McWane* deference requires. First, AIG asserts that only the Delaware Action can provide complete justice because the California Action will not resolve AIG's claim against several of the Other Insurers or the Other Insurers' crossclaims against the Google Defendants.⁷¹ Second, AIG contends that only the Delaware Action can provide prompt justice because the California Action has not progressed and this Court is more familiar with the underlying issues.⁷² Both arguments are unpersuasive.

At the outset, the Court notes that California courts are undoubtedly well-acquainted with the coverage issues, because the vast majority of the Underlying Claims are pending in California. AIG's completeness argument merely repackages

⁶⁹ See *Mine Safety*, 2011 WL 300252, at *5–7 (staying a Delaware action involving 31 insurers and 125 policies in favor of a Pennsylvania action involving 4 insurers and 7 insurance policies where joinder was a potential remedy).

⁷⁰ Notably, AIG argues that a stay is functionally equivalent to a dismissal because a ruling in the California Action would likely preclude AIG's claims in the Delaware Action on *res judicata* grounds. Opp'n at 15–17. The Court notes the inherent tension in arguing claim preclusion while also arguing that the looser, more functional "same parties, same claims" prong of *McWane* is not satisfied.

⁷¹ Opp'n at 4, 24, 27.

⁷² *Id.* at 23, 28.

its “same parties, same issues” argument. The absence of certain insurers from the California Action, without more, does not demonstrate that the California court is incapable of resolving the core coverage issues between Google and AIG. Once again, AIG points to no concrete jurisdictional or procedural barriers preventing any concerned party from being joined or intervening in the California Action. Any alleged incompleteness of the California Action is a result of the parties’ strategic litigation decisions, not the capability of the California Court.

The Court is similarly not persuaded by AIG’s promptness argument. This argument rests on two assertions: first, that the California Action has not progressed as far as the Delaware Action and, second, that this Court’s handling of the Meta case gives it a comparative advantage in addressing similar legal issues.⁷³

The California Action has made meaningful progress. The “stay” AIG relies on to demonstrate stalled progress was merely an administrative stay of discovery and responsive pleading deadlines designed to assist the California court and the parties in the management of this complex-designated litigation before the initial Case Management Conference.⁷⁴ This Court is sensitive to such case management needs in cases designated as “Complex.”

⁷³ *Id.* at 2–3; see *Hartford v. Instagram*, 2026 WL 623387 (Del. Super. Feb. 27, 2026) (hereinafter, the “Meta case”).

⁷⁴ Reply at 18–19.

In any event, the Case Management Conference was held on June 11, 2026, the case was “activated,” and the parties were allowed to reserve motion dates.⁷⁵ The Google Defendants reserved a date in early 2027 for two motions for summary adjudication.⁷⁶ AIG’s concerns regarding the pace of the California litigation are groundless.

AIG points to the numerous filings on the docket in this matter to show how much further along the Delaware Action is relative to the California Action.⁷⁷ These include the answers and motions of most of the Other Insurers and AIG’s own motion for summary judgment.⁷⁸ AIG’s unilateral actions in joining the Other Insurers and filing a motion for summary judgment cannot be allowed to artificially create the appearance of progress in an effort to defeat the prior-filed plaintiffs’ choice of forum. Where, as here, the first-filed forum demonstrates orderly progress, the Court will refrain from comparing docket item numbers or assessing the timeliness of another court’s case management system in making a capability determination.

Finally, AIG cannot rely on this Court’s involvement in the Meta case to assess the capability of another court to deliver prompt justice. While this Court may be familiar with the Underlying Claims, coverage issues are tied to specific policy

⁷⁵ *Id.* at 19.

⁷⁶ *Id.*

⁷⁷ Opp’n at 3.

⁷⁸ *Id.*

language and fact-specific allegations in the underlying pleadings. Even if the Meta case involved related Underlying Claims and similar policies, the Court still must evaluate the present coverage dispute on its own record. Any minimal efficiency gained by the Court's familiarity does not render another court incapable of rendering prompt justice.

AIG's reliance on *NRG Barriers* for this point is inapposite.⁷⁹ There, the Delaware court declined to defer to a California action where there was no evidence of proper service or any substantive progress in the California litigation.⁸⁰ The plaintiffs in the California litigation had also litigated a contract that expressly selected Delaware law.⁸¹ None of these concerns are present here because the case has progressed in California and is governed by California law.

The California Action thus meets all three *McWane* criteria and is entitled to a presumption of a stay in its favor.

B. Plaintiffs Cannot Overcome the *McWane* Presumption

Although *McWane* creates a strong presumption in favor of a stay, the Court still considers the remaining *Cryo-Maid* factors in exercising its discretion.⁸² These factors are: (1) the relative ease of access to proof; (2) the availability of compulsory

⁷⁹ Opp'n at 28; see *NRG Barriers, Inc. v. Jelin*, 1996 WL 377014 (Del. Ch. July 1, 1996).

⁸⁰ *NRG Barriers*, 1996 WL 377014, at *6 (Del. Ch. July 1, 1996).

⁸¹ *Id.* at *6.

⁸² See *Karpoff v. Atl. Concrete Co., Inc.*, 2023 WL 2260588, at *5 (Del. Ch. Feb. 28, 2023).

process for witnesses; (3) the possibility of the view of the premises, (4) all other practical problems that would make the trial of the case easy, expeditious, and inexpensive; and (5) whether the controversy is dependent upon the application of Delaware law which the courts of this State more properly should decide than those of another jurisdiction.⁸³ To rebut the *McWane* presumption, these factors “must weigh heavily in favor of allowing the Delaware action to proceed.”⁸⁴ AIG has failed to demonstrate that any factor weighs heavily in its favor.

Three of the *Cryo-Maid* factors are either irrelevant or carry little weight. The relative ease of access to proof is accorded little weight because this is an insurance coverage dispute centered primarily on documentary evidence.⁸⁵

Neither party presents concrete issues regarding the availability of compulsory process. AIG points to the Google Defendants’ failure to name any specific witnesses or anticipate potential testimony, and to Delaware’s “broader compulsory process,” especially given that all three Google Defendants are Delaware entities.⁸⁶ The Google Defendants note that there are no known Delaware witnesses and that their employees and the specific insurance brokers are located in

⁸³ *Gramercy Emerging Markets Fund v. Allied Irish Banks, P.L.C.*, 173 A.3d 1033, 1036–37 (Del. 2017) (quoting *Gen. Foods Corp. v. Cryo-Maid, Inc.*, 198 A.2d 681, 684 (Del. 1964)).

⁸⁴ *Harris v. Harris*, 2023 WL 355179, at *7 (Del. Ch. Jan. 23, 2023).

⁸⁵ See *Midwest*, 2026 WL 2322234, at *4.

⁸⁶ Opp’n at 20–21.

California.⁸⁷ On these facts, without more, this factor does not weigh heavily in favor of either party.

Both parties acknowledge that the possibility of viewing the premises is entirely irrelevant.⁸⁸

As to Delaware's particular interest, the present controversy is not dependent upon Delaware law, and AIG has offered nothing to indicate that Delaware courts have a strong interest in deciding the issue vis-a-vis the courts of other jurisdictions. This factor carries sufficient weight to rebut the *McWane* presumption only if Delaware has a particularly compelling interest in the dispute. Delaware courts have found such an interest if the case requires resolving questions of first impression under Delaware law or when specialized Delaware statutory proceedings are invoked.⁸⁹

Here, the insurance coverage dispute and the Underlying Claims are governed by California law. There are no novel issues of Delaware law, no specialized Delaware statutory proceedings, and AIG fails to point to any particularly strong interest that Delaware may have in this case. In support of this factor, AIG simply

⁸⁷ Mot. at 21.

⁸⁸ Mot. at 22, n. 9; Opp'n at 17, n. 11.

⁸⁹ See *Ryan v. Gifford*, 918 A.2d 341, 350 (Del. Ch. 2007) (denying a *McWane* stay due to Delaware's interest in resolving novel questions of Delaware corporate law); *Principal Growth Strategies, LLC v. AGH Parent LLC*, 288 A.3d 1138, 1155–58 (Del. Ch. 2023) (declining to apply *McWane* because the case involved a specialized delinquency proceeding).

acknowledges that Delaware is capable of applying California law.⁹⁰ The Court agrees, but this unremarkable proposition does not somehow tip this factor heavily in AIG’s favor.

AIG also attempts to inflate Delaware’s interest in this case by emphasizing that all three Google Defendants are incorporated in Delaware.⁹¹ Once again, while this fact is true, it simply does not create a Delaware interest sufficient to weigh this factor in favor of AIG.⁹²

The parties’ arguments mainly fall within the remaining “all other practical considerations” factor, which incorporates the animating *forum non conveniens* concerns.⁹³ Here, the main concerns involve the inevitable risk of inconsistent results, loss of judicial efficiency, and a lack of comity that is present when two courts are adjudicating the same insurance contracts.⁹⁴ All three of these interconnected concerns counsel in favor of staying the Delaware Action.

⁹⁰ Opp’n at 21–23.

⁹¹ *Id.* at 31–33.

⁹² See *GXP Capital, LLC v. Argonaut Mfg. Servs., Inc.*, 253 A.3d 93, 106 (Del. 2021) (finding no significant Delaware interest in a contract and tort dispute despite defendants’ Delaware incorporation).

⁹³ *Id.* (“[W]here it is appropriate, a trial court may weigh the efficient administration of justice and analogous considerations under the rubric of the ‘Other Practical Considerations’ *Cryo–Maid* factor.”).

⁹⁴ See *Bright Data, Inc. v. Meta Platforms, Inc.*, 2023 WL 5322293, at *6 (Del. Super. Aug. 18, 2023) (finding that two courts adjudicating the same contractual dispute would risk waste of judicial recourse and inconsistent resolution on the issues).

The risk of conflicting rulings is clear: if the Delaware Action proceeds in parallel with the California Action, this Court and the California court could interpret the same insurance policies in contradictory ways. In the event both plaintiffs succeed in each case, a California court would hold that AIG must defend and indemnify while a Delaware Court would hold the opposite under the same contract. Delaware courts recognize the importance of avoiding a situation where “two courts of competent jurisdiction end up aligned on a collision course, which could result in conflicting judgments.”⁹⁵ Such a result undermines the integrity and finality of both judgments.

Inefficiency is also apparent. Both actions are adjudicating the same fundamental issue, namely, whether AIG must defend and indemnify the Google Defendants against the Underlying Claims. In these circumstances, the Court employs *McWane* specifically to avoid “the wasteful duplication of time, effort, and expense that occurs when judges, lawyers, parties, and witnesses are simultaneously engaged in the adjudication of the same cause of action in two courts.”⁹⁶ Allowing the Delaware Action to proceed in tandem with the California Action would cause the very thing *McWane* is intended to prevent.

⁹⁵ *Rosen v. Wind River Sys., Inc.*, 2009 WL 1856460, at *7 (Del. Ch. June 26, 2009).

⁹⁶ *Chaverri v. Dole Food Co., Inc.*, 245 A.3d 927, 934 (Del. 2021).

The doctrine of comity is one of “deference and respect among tribunals of overlapping jurisdictions.”⁹⁷ Where a court in another jurisdiction has already determined that the matter should proceed there, staying the Delaware action out of deference to that court avoids confusion and prevents inconsistent rulings.⁹⁸ These comity concerns direct a court not to “disturb another court’s disposition of a controversy unless there are good reasons for doing so.”⁹⁹

AIG fails to convince the Court that there are any such reasons. AIG has not provided any countervailing concerns sufficient to outweigh the facts and policy rationales favoring a stay. The California Action is first-filed. California law governs the policies at issue. The risk of inconsistent rulings and duplicative efforts is great. The *McWane* presumption is therefore not rebutted, and the Court chooses to exercise its discretion freely in favor of the stay.

⁹⁷ 16 Am. Jur. 2d Conflict of Laws § 11.

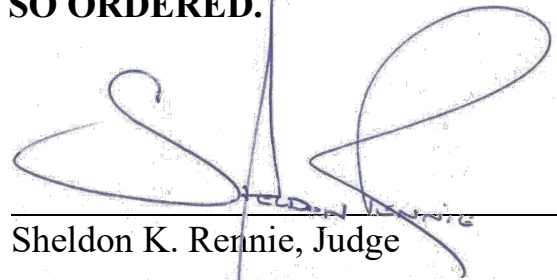
⁹⁸ *Nat’l Union*, 2023 WL 4623626 at *8 (Del. Super. July 18, 2023) (staying a first-filed Delaware action in favor of a Pennsylvania action on comity grounds where the Pennsylvania court decided to proceed with the case due to its ties to the forum state).

⁹⁹ *Id.* at 7 (quoting 16 Am. Jur. 2d Conflict of Laws § 11).

V. CONCLUSION

For the foregoing reasons, the Google Defendants' Motion to Stay is
GRANTED.

IT IS SO ORDERED.

A handwritten signature in blue ink, appearing to read 'Sheldon K. Rennie', is written over a horizontal line. The signature is stylized with large loops and a vertical stroke through the middle.

Sheldon K. Rennie, Judge