

APPENDIX

TABLE OF CONTENTS

	Page
Appendix A: California Supreme Court Order Denying Petition for Review (Apr. 15, 2026).....	1a
Appendix B: California Court of Appeal Order Denying Petition for Writ of Mandate (Jan. 28, 2026)	2a
Appendix C: California Superior Court Order Re HDI Global's Motion to Quash (Dec. 18, 2025).....	3a
Appendix D: Excerpt of Petition for Review (Cal. Sup. Ct. Feb. 6, 2026)	12a
Appendix E: Excerpt of Petition for Writ of Mandate (Cal. Ct. App. Jan. 28, 2026)	19a
Appendix F: Excerpt of HDI's Motion to Quash Service of Summons (Cal. Super. Ct. Oct. 10, 2025)	25a
Appendix G: Excerpts of Insurance Policy No. 08050797- 30014 (Cosentino translation).....	35a
Appendix H: Excerpts of Insurance Policy No. 08050797- 30014 (HDI translation).....	47a

APPENDIX A

SUPREME COURT OF CALIFORNIA

No. S295132

HDI GLOBAL SE,

Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY,

Respondent;

C&C NORTH AMERICA, INC.,

Real Party in Interest.

Filed: April 15, 2026

ORDER

The petition for review is denied.

GUERRERO

Chief Justice

APPENDIX B

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION SEVEN

No. B351840

HDI GLOBAL SE,
Petitioner,

v.

THE SUPERIOR COURT OF LOS ANGELES COUNTY,
Respondent.

C&C NORTH AMERICA, INC. d/b/a
COSENTINO NORTH AMERICA,
Real Party in Interest.

Filed: Jan. 28, 2026

ORDER

THE COURT:

The court has read and considered the petition for writ of mandate filed on January 20, 2026. The petition is denied.

/s/ Segal
SEGAL, Acting P.J.

/s/ Feuer
FEUER, J.

/s/ Stone
STONE, J.

APPENDIX C

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

No. 24STCV18642
Related Case No. 25STCV02521

C&C NORTH AMERICA, INC. d/b/a
COSENTINO NORTH AMERICA,

Plaintiff,

v.

ACE PROPERTY AND CASUALTY
INSURANCE COMPANY, ET AL.,

Defendants.

Filed: Dec. 18, 2025

ORDER RE HDI GLOBAL'S MOTION TO QUASH

Defendant HDI Global SE filed a motion quash service of summons for lack of personal jurisdiction and to dismiss Plaintiff C&C North America, Inc.'s claims against it under the doctrine of inconvenient forum.

I. OBJECTIONS

Defendant objected to the Weinblatt Declaration on the grounds that it did not state it was made "under penalty of perjury under the laws of the State of California." Plaintiff filed an amended Weinblatt

Declaration with that language. Defendant then objected that the amended declaration was not timely. That objection is overruled because Defendant did not show it was prejudiced by the technical amendment to the declaration. Further, as discussed below, the policy translation attached to the Weinblatt Declaration is similar enough to the policy translation attached to the Felten Declaration.

The court rules on Defendant's specific objections as follows:

Nos. 1, 2, 3, 4, 5: Overruled.

II. MOTION TO QUASH SERVICE OF SUMMONS

A defendant may move to quash service of summons on the grounds of lack of jurisdiction of the court over the defendant. (Code Civ. Proc., § 418.10, subd. (a)(1).) The court may dismiss without prejudice the complaint in whole, or as to that defendant, when dismissal is made pursuant to Section 418.10. (Code Civ. Proc., § 581, subd. (h).) "A court of this state may exercise jurisdiction on any basis not inconsistent with the Constitution of this state or of the United States." (Code Civ. Proc., § 410.10.) "The Due Process Clause protects an individual's liberty interest in not being subject to the binding judgments of a forum with which he has established no meaningful 'contacts, ties, or relations.'" (*Burger King Corp. v. Rudzewicz* (1985) 471 U.S. 462, 471-472.) A state court may not exercise personal jurisdiction over a party under circumstances that would offend "traditional notions of fair play and substantial justice." (*Asahi Metal Industry Co., Ltd., v. Superior Court of California, Solano County* (1987) 480 U.S. 102, 113.)

When a defendant moves to quash service of process on jurisdictional grounds, the plaintiff has the initial

burden of demonstrating facts justifying the exercise of jurisdiction. (*Jayone Foods, Inc. v. Aekyung Industrial Co. Ltd.* (2019) 31 Cal.App.5th 543, 553.) “The plaintiff must provide specific evidentiary facts, through affidavits and other authenticated documents, sufficient to allow the court to independently conclude whether jurisdiction is appropriate. [Citation.] The plaintiff cannot rely on allegations in an unverified complaint or vague and conclusory assertions of ultimate facts. [Citation.]” (*Strasner v. Touchstone Wireless Repair & Logistics, LP* (2016) 5 Cal.App.5th 215, 222.) Once facts showing minimum contacts with the forum state are established, the defendant has the burden to demonstrate the exercise of jurisdiction would be unreasonable. (*Jayone Foods, supra*, 31 Cal.App.5th at p. 553.)

A defendant is subject to a state’s general jurisdiction if its contacts “are so continuance and systematic as to render [it] essentially at home in the forum State.” (*Daimler AG v. Bauman* (2014) 571 U.S. 117, 127.) A nonresident defendant may be subject to the specific jurisdiction of the forum “if the defendant has purposefully availed himself or herself of forum benefits [citation], and the ‘controversy is related to or ‘arises out of’ a defendant’s contacts with the forum.’ [Citations.]” (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 446.) This test does not require a “causal relationship between the defendant’s in-state activity and the litigation.” (*Ford Motor Co. v. Montana Eighth Judicial District Court* (2021) 141 S.Ct. 1017, 1026.) The “arise out” of standard “asks about causation,” but “relate to” does not. (*Ibid.*) “[W]hen a corporation has ‘continuously and deliberately exploited [a State’s] market, it must reasonably anticipate being hailed into

[that State's] court[s]' to defend actions 'based on' products causing injury there." (*Id.* at p. 1027.)

Plaintiff does not dispute that Defendant is not subject to California's general jurisdiction. Therefore, the court addresses only specific jurisdiction.

A. Purposeful Availment

Defendant argues there is no purposeful availment because it has no contacts with California. (Motion at p. 5.) Defendant filed a declaration from its Global Head of Claims stating Defendant does not do business in California and has no other contacts in California. (Felten Decl., ¶¶ 7-13. Plaintiff argues Defendant availed itself of the benefits of doing business in California by contracting to cover Plaintiff for tort claims arising in California. (Opposition at p. 5.) Defendant counters that at most, the policy agrees to indemnify Plaintiff for product recall costs in the United States. (Reply at p. 6.)

In *Southeastern Express Systems v. Southern Guaranty Ins. Co.* (1995) 34 Cal.App.4th 1, the defendant "wrote an insurance contract obligating it to defend and indemnify advertising injuries for offenses committed by appellants in the 'coverage territory,' defined as '[t]he United States of America (including its territories and possessions), Puerto Rico and Canada.'" (*Id.* at p. 6.) Because the defendant "sold its policy as one providing nationwide coverage and collected insurance premiums calculated upon that broad coverage," it derived "benefit from the economic market of all states in which [the insured] faced potential business liability, including California." (*Ibid.*) Also, because the defendant "agreed to defend [the insured] against lawsuits in California," it "should reasonably have anticipated being called into our courts." (*Ibid.*)

The policy lists Plaintiff as one of the Insured Companies. (Policy at p. 4.) The policy's General Conditions, Clause Six, states coverage "is limited to claims occurring in Spanish territory." (Policy, General Conditions, Clause Six.) The policy's Special Conditions, Territorial Scope, states (in Defendant's translation), "In derogation of Clause Six of the General Conditions, the cover of this insurance is extended to Legal Liability of a non-contractual nature for claims occurring and claimed throughout the world including USA/Canada and except for those coverages that establish another specific territorial scope." (Policy at p. 15.) The policy's Special Conditions, Territorial Scope, states (in Plaintiff's translation), "Notwithstanding Clause Six of the General Conditions, the coverage of this insurance is extended to Legal Civil Liability of a non-contractual nature for claims arising and asserted throughout the world, including the USA/Canada and except for those coverages that establish a different territorial scope." (Policy at p. 15.) The policy's Special Conditions, Defence and Bail Costs, states (in Defendant's translation) that "the cover extends, within the limit of indemnity agreed, to the costs of defence of the Policyholder and/or Insured as well as the payment of fees and expenses of all kind for which he is responsible . . . arising from the claims covered as civilly liable . . . arising from claims covered as civilly liable." (Policy at p. 16.) The policy's Special Conditions, Costs of Defense and Imposition of Bonds, states (in Plaintiff's translation) that "coverage is extended, within the limits of the agreed indemnity, to the defense costs of the Policyholder and/or Insured, as well as the payment of fees and expenses of any kind to be borne by this party . . . arising from claims covered as civil liability." (Policy at p. 16.) These two Special Conditions (in both translations)

can be interpreted as extending coverage to non-contractual claims (such as tort claims) arising in the United States and to defense costs within the limits of that indemnity.

The reasoning in *Southeastern Express Systems* applies here. Because the Master Policy can be interpreted as stating that it covers and provides a defense for non-contractual claims arising in the United States, Defendant benefited from collecting insurance premiums calculated upon that broad coverage throughout the United States including in California. And because Defendant agreed to defend Plaintiff against lawsuits in California, it should reasonably have anticipated being called into California courts. This is sufficient to establish purposeful availment.

B. Arising Out Of Or Relating To

Plaintiff argues the dispute arises out of Defendant's breach of its duty to defend the underlying California lawsuits against Plaintiff. (Opposition at p. 9.) Defendant argues it did not agree to defend Plaintiff in California litigation. (Reply at p. 6.) However, as discussed above, the policy can be interpreted as requiring Defendant to defend and indemnify Plaintiff for non-contractual claims arising in California, such as the underlying tort claims alleged against Plaintiff in California. Plaintiff's claims against Defendant arise from Defendant's issuance of the policy with potential coverage for such California claims.

As discussed below in connection with the motion to dismiss, Defendant did not demonstrate the exercise of jurisdiction in California would be unreasonable.

The motion is DENIED.

II. MOTION TO DISMISS FOR INCONVENIENT FORUM

Defendant also moves to dismiss the claims against it because Spain is a more suitable forum. (Motion at p. 7.)

A. Legal Standard

“Forum non conveniens is an equitable doctrine invoking the discretionary power of a court to decline to exercise the jurisdiction it has over a transitory cause of action when it believes that the action may be more appropriately and justly tried elsewhere.” (*Stangvik v. Shiley Inc.* (1991) 54 Cal.3d 744, 751.) When a court finds “in the interest of substantial justice an action should be heard in a forum outside this state,” it “shall stay or dismiss the action in whole or in part on any conditions that may be just.” (Code Civ. Proc., § 410.30(a).)

Under the traditional forum non conveniens analysis, a court must first “determine whether a suitable alternative forum exists.” (*National Football League v. Fireman’s Fund Insurance Co.* (2013) 216 Cal.App.4th 902, 917.) A suitable alternative forum is one where the defendant is subject to jurisdiction (or otherwise stipulates) and the statute of limitations would not bar the plaintiff’s case in that forum. (*Stangvik, supra*, 54 Cal.3d at 752 n.3.) Generally the moving party must show that all defendants are subject to the other state’s jurisdiction. (*American Cemwood Corporation v. American Home Assurance Company* (2001) 87 Cal.App.4th 431, 440.) However, a court may stay a case to allow the plaintiff to determine if all of the defendants are subject to jurisdiction in the other state. If not, then the plaintiff may return to California and request the stay be lifted. (*Hansen v. Owens-Corning Fiberglas Corporation* (1996) 51 Cal.App.4th 753, 758.)

If there is a suitable alternative forum, the court proceeds to the next step of balancing “the private interests of the parties and the public interest in keeping the case in California.” (*National Football League, supra*, 216 Cal.App.4th at 917.) These factors must be balanced flexibly, and no single factor should be unduly emphasized. (*Stangvik, supra*, 54 Cal. 3d at 753.) An action should “be dismissed or stayed if a suitable alternative exists and the balance of private and public interest factors weigh in favor of the litigation proceeding in an alternative forum.” (*Hansen, supra*, 51 Cal.App.4th at p. 758.)

“[T]he defendant, as the moving party, bears the burden of proof on a motion based on forum non conveniens.” (*Stangvik, supra*, 54 Cal.3d at 751.) The court is not required to accept the allegations in the complaint as true, but rather, “must consider and review all the declarations, papers and data which are submitted in connection with the motion[.]” (*Hemmelgarn v. Boeing Co.* (1980) 106 Cal. App. 3d 576, 587.)

B. Suitable Alternate Forum

The court in *David v. Medtronic, Inc.* (2015) 237 Cal.App.4th 734 summarized the suitable forum requirement. “[A] a moving defendant seeking to establish an alternative forum is suitable must show that *all* defendants are subject to jurisdiction in the proposed alternative forum. [Citation.] There is some limited flexibility. In a case with 200 defendants, the moving defendants were not required to establish that the alternative forum had jurisdiction over all 200. Instead, the court *stayed* the action in California (rather than dismissing it) and allowed the case to proceed in the alternative forum, with the understanding that the stay

would be lifted if the alternative forum did not, in fact, have jurisdiction over all defendants. [Citation.] That, however, is a unique situation. When the moving defendant seeks dismissal of an action for forum non conveniens, and there is a reasonable number of defendants, the moving defendant must establish jurisdiction exists in the alternative forum over all defendants. [Citation.]” (*Id.* at p. 743.)

Defendant did not address the requirement that all of the defendants in this case must be subject to the jurisdiction of the proposed alternative forum. Plaintiff sued thirteen defendants in this action, making this case unlike a case with 200 defendants. This case has a reasonable number of defendants, and therefore Defendant must establish jurisdiction exists in Spain over all thirteen defendants. Defendant is a German insurance company, with a branch in Spain. (Felten Decl., ¶¶ 5, 6.) Assuming Defendant would be subject to jurisdiction in Spain, Defendant did not provide any evidence that the other twelve defendants are subject to or have stipulated to Spanish jurisdiction. Nor did Defendant provide any evidence that an action in Spain would not be barred by the statute of limitations.

Defendant did not satisfy its burden of showing a suitable alternate forum. Therefore, the court does not address the balancing of public and private interests.

The motion is DENIED.

Dated: 12/18/2025

[handwritten: signature]

LAURA A. SEIGLE

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge

12a

APPENDIX D

SUPREME COURT OF CALIFORNIA

No. S295132

HDI GLOBAL SE,

Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY,

Respondent;

C&C NORTH AMERICA, INC.,

Real Party in Interest.

Filed: Feb. 6, 2026

PETITION FOR REVIEW

* * * * *

ARGUMENT

- I. This Court Should Grant Review to Clarify That a Foreign Country Insurer is not Subject to Specific Personal Jurisdiction in California Solely because its Insurance Policy Can be Read as Containing a Duty to Defend.**

HDI moved to quash C&C's SAC for lack of specific personal jurisdiction because HDI has no contacts with

the State of California. In issuing the Master Policy to C&C's parent company in Spain, HDI did not purposefully avail itself of the benefits of California law, and C&C's claims do not arise out of and are not related to HDI's (non-existent) contacts with California.

To determine whether the exercise of specific jurisdiction is proper, California courts consider the relationship among the defendant, the forum, and the litigation. (*Pavlovich v. Superior Court* (2002) 29 Cal.4th 262, 269.) "A court may exercise specific jurisdiction over a nonresident defendant only if: (1) the defendant has purposefully availed himself or herself of forum benefits; (2) the controversy is related to or arises out of the defendant's contacts with the forum; and (3) the assertion of personal jurisdiction would comport with fair play and substantial justice." (*Elkman v. National States Ins. Co.* (2009) 173 Cal.App.4th 1305, 1314; *T.A.W. Performance, LLC v. Brembo, S.p.A.* (2020) 53 Cal.App.5th 632, 642.)

The Superior Court ruled that HDI had purposefully availed itself of the benefits of California because the Master Policy "can be interpreted as stating that it covers and provides a defense for non-contractual claims arising in the United States," and HDI supposedly benefitted from collecting insurance premiums calculated upon broad coverage in the United States including in California. (2 PAE 495.) The Superior Court then held, without citation to any controlling California authority, that C&C's claims against HDI "arise from Defendant's issuance of the policy with potential coverage for such California losses." (2 PAE 495.)

The Superior Court erred in denying HDI's motion to quash for lack of specific personal jurisdiction. C&C failed to demonstrate that HDI had purposefully availed

itself of the benefits and protections of California because C&C did not show either that the Master Policy provides a defense, or that HDI benefitted from collecting insurance premiums. C&C also failed to meet its burden to show that its purported claims for declaratory judgment and breach of contract arose out of HDI's issuance of a policy with potential coverage for California claims. Therefore, HDI requests that this Court grant review and clarify that a purported duty to defend in an insurance policy issued in another country, without more, does not subject a foreign country insurer to specific personal jurisdiction in California.

A. HDI did not purposefully avail itself of the benefits and protections of California.

This insurance coverage action involves the Master Policy that HDI, a German insurance company with a branch located in Spain, issued to Cosentino S.A.U., a Spanish corporation with its headquarters in Spain. (1 PAE 136-38.) C&C, a subsidiary of Cosentino S.A.U. and a Delaware corporation with its headquarters in Florida (1 PAE 16; 1 PAE 80), contends that it is entitled to coverage under the Master Policy for Stoneworker Lawsuits that have been filed against it throughout the United States, not just in California. Rather than bring its claims against HDI in Spain (where the Master Policy was issued (1 PAE 142, 144) and the country whose law controls the interpretation of the Policy (1 PAE 142, 187)), C&C brought its claims in California, which has no affiliation with either HDI or the Master Policy.

C&C did not contest most of HDI's jurisdictional facts. The primary basis for C&C's opposition to HDI's Motion to Quash (and ultimately the Superior Court's sole basis for denying the Motion to Quash) was its contention

that the Master Policy (translated from the original Spanish) contained an agreement for HDI to defend C&C against lawsuits in California. (1 PAE 211-212, 216.) In its Reply, HDI noted that the portion of the policy on which C&C sought to rely only requires the Insurer to at most indemnify the Insured. (1 PAE 322-323; see also 1 PAE 181 [translation of Master Policy providing for indemnification only].)

The Superior Court, relying upon *Southeastern Express Systems v. Southern Guaranty Ins. Co.* (1995) 34 Cal.App.4th 1, concluded that HDI had purposefully availed itself of the benefits of California because it “benefitted from collecting insurance premiums calculated upon that broad coverage throughout the United States including California,” and because the Master Policy “can be interpreted as extending coverage to non-contractual claims (such as tort claims) arising in the United States and to defense costs within the limits of that indemnity.” (2 PAE 495.) However, both conclusions are incorrect.

Initially, the Superior Court’s reliance upon *Southeastern Express* is questionable given recent developments in the law regarding personal jurisdiction. In *Bristol-Myers Squibb Co. v. Superior Ct. of California, San Francisco Cnty.* (2017) 582 U.S. 255, the United States Supreme Court clarified California’s exercise of specific personal jurisdiction over claims brought by non-residents against a drug manufacturer that sold an allegedly defective drug in California. The non-residents did not allege that they received the drug from California sources and did not claim they were injured in California. *Id.* at 259. The California Supreme Court held that the drug manufacturer was subject to specific personal

jurisdiction in California because of its extensive contacts with California and the similarity of the non-residents' claims with those of California residents. *Id.* at 260. However, three justices dissented and accused the majority of expanding specific jurisdiction to the point that it became indistinguishable from general jurisdiction. *Id.* at 261. The U.S. Supreme Court determined that the approach of the California Supreme Court resembled "a loose and spurious form of general jurisdiction" which was not supported by prior cases. *Id.* at 264. Because the relevant plaintiffs were not California residents and did not claim to suffer harm in California, California courts could not exercise specific personal jurisdiction over the non-resident plaintiffs' claims. *Id.* at 265. The Supreme Court concluded by noting that the non-residents could sue either in the states where the manufacturer was subject to general jurisdiction or where the non-residents had been injured. *Id.* at 268.

By holding that HDI is subject to specific personal jurisdiction in California because the Master Policy can be read as requiring HDI to defend C&C against the Stoneworker Lawsuits brought in California, the Superior Court in effect is exercising the same form of "loose and spurious form of general jurisdiction" that the U.S. Supreme Court found improper in *Bristol-Myers Squibb*. Any purported duty to defend that HDI may owe to C&C, a non-resident, under the Master Policy, standing alone, is insufficient for the Superior Court to exercise specific jurisdiction over HDI. Moreover, C&C has not alleged that it suffered any injury in California, which is not surprising given that C&C is a Delaware corporation located in Florida. In light of the decision in

Bristol-Myers Squibb, the Superior Court's reliance upon *Southeastern Express* was improper.

Next, C&C did not actually provide any evidence to show that HDI benefitted from collecting insurance premiums calculated upon coverage in California. It is undisputed that HDI issued the Master Policy to Cosentino S.A.U. in Spain and that Cosentino S.A.U. (and not C&C) paid the premiums for the Master Policy in Spain in Euros. (1 PAE 142, 144.) C&C provided no admissible evidence, either through declarations or affidavits, to show what (if any) portion of the premium may have derived from C&C's business in California. While such information presumably would have been within the knowledge and possession of C&C and/or Cosentino S.A.U., C&C did not produce any such information in opposition to HDI's Motion to Quash. The Superior Court's conclusion that HDI benefitted from collecting insurance premiums for coverage in California was thus purely speculative and legally erroneous.

Finally, the Superior Court incorrectly concluded that the Master Policy could be interpreted as requiring HDI to provide a defense for C&C against lawsuits in California. In arguing that HDI agreed to cover C&C for its legal liability in tort for claims arising in the United States, C&C relied upon the language contained in the portion of the Master Policy titled PRODUCT LIABILITY INSURANCE, FINISHED WORKS AND/OR SERVICES PROVIDED. (1 PAE 181.) This portion of the Master Policy only provides for indemnification and says nothing about any defense obligation. (*Id.*) More importantly, however, the issue whether HDI owes any defense obligation to C&C should have been decided under Spanish law, as set forth in the

Master Policy. (See 1 PAE 142, 187.) C&C provided no Spanish authority to support its contention that the Master Policy provides a defense obligation, but instead attempted to argue that the Master Policy was governed by California law (an argument that the Superior Court ultimately did not consider and that C&C ultimately abandoned at the hearing on the Motion to Quash). Because C&C failed to show that HDI agreed to defend C&C against lawsuits in California (or in any of the other states where C&C has been sued) under the Master Policy pursuant to Spanish law, C&C failed to meet its burden to show that HDI purposefully availed itself of the benefits and protections of California. Thus, the Superior Court erred in finding purposeful availment on the part of HDI.

* * * * *

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APPENDIX E

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION SEVEN

No. B351840

Super. Ct. No. 24STCV18642

HDI GLOBAL SE,

Petitioner,

v.

THE SUPERIOR COURT OF LOS ANGELES COUNTY,

Respondent.

C&C NORTH AMERICA, INC. d/b/a
COSENTINO NORTH AMERICA,

Real Party in Interest.

Filed: Jan. 28, 2026

PETITION FOR WRIT OF MANDATE AND/OR
PROHIBITION OR OTHER APPROPRIATE
RELIEF [CAL. CODE CIV. PROC. § 418.10(c)];
MEMORANDUM OF POINTS AND AUTHORITIES
[EXHIBITS UNDER SEPARATE COVER]

* * * * *

II. The Respondent Court's Ruling Denying HDI's Motion to Quash due to lack of Specific Personal Jurisdiction was Erroneous.

HDI moved to quash C&C's SAC for lack of specific personal jurisdiction because HDI has no contacts with the State of California. In issuing the Master Policy to C&C's parent company in Spain, HDI did not purposefully avail itself of the benefits of California law, and C&C's claims do not arise out of and are not related to HDI's (non-existent) contacts with California.

To determine whether the exercise of specific jurisdiction is proper, California courts consider the relationship among the defendant, the forum, and the litigation. (*Pavlovich v. Superior Court* (2002) 29 Cal.4th 262, 269.) "A court may exercise specific jurisdiction over a nonresident defendant only if: (1) the defendant has purposefully availed himself or herself of forum benefits; (2) the controversy is related to or arises out of the defendant's contacts with the forum; and (3) the assertion of personal jurisdiction would comport with fair play and substantial justice." (*Elkman v. National States Ins. Co.* (2009) 173 Cal.App.4th 1305, 1314; *T.A.W. Performance, LLC v. Brembo, S.p.A.* (2020) 53 Cal.App.5th 632, 642.)

The Respondent Court ruled that HDI had purposefully availed itself of the benefits of California because the Master Policy "can be interpreted as stating that it covers and provides a defense for non-contractual claims arising in the United States," and HDI supposedly benefitted from collecting insurance premiums calculated upon broad coverage in the United States including in California. (2 PAE 495.) The Respondent Court then concluded, without citation to any controlling California

authority, that C&C's claims against HDI "arise from Defendant's issuance of the policy with potential coverage for such California losses." (2 PAE 495.)

The Respondent Court erred in denying HDI's motion to quash for lack of specific personal jurisdiction. C&C initially failed to demonstrate that HDI had purposefully availed itself of the benefits and protections of California because C&C did not show either that the Master Policy provides a defense, or that HDI benefitted from collecting insurance premiums. C&C also failed to meet its burden to show that its purported claims for declaratory judgment and breach of contract arose out of HDI's issuance of a policy with potential coverage for California claims. Therefore, HDI requests that this Court reverse the decision of the Respondent Court and order the Respondent Court to enter an order granting HDI's Motion to Quash due to lack of specific personal jurisdiction.

A. HDI did not purposefully avail itself of the benefits and protections of California.

This insurance coverage action involves the Master Policy that HDI, a German insurance company with a branch located in Spain, issued to Cosentino S.A.U., a Spanish corporation with its headquarters in Spain. (1 PAE 136-38.) C&C North America, a subsidiary of Cosentino S.A.U. and a Delaware corporation with its headquarters in Florida (1 PAE 16; 1 PAE 80), contends that it is entitled to coverage under the Master Policy for Stoneworker Lawsuits that have been filed against it throughout the United States. Rather than bring its claims against HDI in Spain (where the Master Policy was issued (1 PAE 142, 144) and the country whose law controls the interpretation of the Policy (1 PAE 142, 187)),

C&C brought its claims in California, which has no affiliation with either HDI or the Master Policy.

C&C did not contest most of HDI's jurisdictional facts. The primary (and ultimately only) basis for C&C's opposition to the Motion to Quash was its contention that the Master Policy (translated from the original Spanish) contained an agreement for HDI to defend C&C against lawsuits in California. (1 PAE 211-212, 216.) In its Reply, HDI noted that the portion of the policy on which C&C sought to rely only requires the Insurer to at most indemnify the Insured. (1 PAE 322-323; see also 1 PAE 181 [translation of Master Policy providing for indemnification only].)

The Respondent Court, relying upon *Southeastern Express Systems v. Southern Guaranty Ins. Co.* (1995) 34 Cal.App.4th 1, concluded that HDI had purposefully availed itself of the benefits of California because it "benefitted from collecting insurance premiums calculated upon that broad coverage throughout the United States including California," and because the Master Policy "can be interpreted as extending coverage to non-contractual claims (such as tort claims) arising in the United States and to defense costs within the limits of that indemnity." (2 PAE 495.) However, both conclusions are incorrect.

First, C&C did not actually provide any evidence to show that HDI benefitted from collecting insurance premiums calculated upon coverage in California. It is undisputed that HDI issued the Master Policy to Cosentino S.A.U. in Spain and that Cosentino S.A.U. (and not C&C) paid the premiums for the Master Policy in Spain in Euros. (1 PAE 142, 144.) C&C provided no admissible evidence, either through declarations or

affidavits, to show what (if any) portion of the premium may have derived from C&C's business in California. While such information presumably would have been within the knowledge and possession of C&C and/or Cosentino S.A.U., C&C did not produce any such information in opposition to HDI's Motion to Quash. The Respondent Court's statement that HDI benefitted from collecting insurance premiums for coverage in California is thus purely speculative. Therefore, the Respondent Court's conclusion that HDI purposefully availed itself of the benefits of California on this basis was legally erroneous.

Second, the Respondent Court incorrectly concluded that the Master Policy could be interpreted as requiring HDI to provide a defense for C&C against lawsuits in California. In arguing that HDI agreed to cover C&C for its legal liability in tort for claims arising in the United States, C&C relied upon the language contained in the portion of the Master Policy titled PRODUCT LIABILITY INSURANCE, FINISHED WORKS AND/OR SERVICES PROVIDED. (1 PAE 181.) This portion of the Master Policy only provides for indemnification and says nothing about any defense obligation. (*Id.*) More importantly, however, the issue whether HDI owes any defense obligation to C&C must be decided under Spanish law, as set forth in the Master Policy. (See 1 PAE 142, 187.) C&C pointed to no Spanish authority to support its contention that the Master Policy provides a defense obligation, but instead attempted to argue that the Master Policy was governed by California law (an argument that the Respondent Court ultimately did not consider). Because C&C failed to show that HDI agreed to defend C&C against lawsuits in California (or in

any of the other states where C&C has been sued) under the Master Policy pursuant to Spanish law, C&C failed to meet its burden to show that HDI purposefully availed itself of the benefits and protections of California. Thus, the Respondent Court erred in finding purposeful availment and its Order denying HDI's Motion to Quash should be reversed.

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APPENDIX F

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

No. 24STCV18642
Related Case No. 25STCV02521

C&C NORTH AMERICA, INC. d/b/a
COSENTINO NORTH AMERICA,

Plaintiff,

v.

ACE PROPERTY AND CASUALTY
INSURANCE COMPANY, ET AL.,

Defendants.

Filed: Oct. 10, 2025

DEFENDANT HDI GLOBAL SE'S MOTION TO
QUASH SERVICE OF SUMMONS AND TO DISMISS
SECOND AMENDED COMPLAINT FOR LACK OF
PERSONAL JURISDICTION AND FOR FORUM
NON CONVENIENS; MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT

* * * * *

MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

Plaintiff C&C North America, Inc., d/b/a Cosentino North America (“C&C”) has sued defendant HDI Global SE in this matter, claiming that it is entitled to coverage under insurance policy 08050737-30014, effective January 1, 2021 to January 1, 2022, issued to Cosentino S.A.U. (the “Master Policy”), for Stoneworker Lawsuits filed against C&C throughout the United States.

This Court does not have general personal jurisdiction over HDI Global SE because HDI Global SE is not at home in California. HDI Global SE is an insurance company organized and existing under the laws of Germany. HDI Global SE succursal en Espana, the branch of HDI Global SE that issued the Master Policy, is located in Madrid, Spain. HDI Global SE has no continuous and systematic contacts with California and thus cannot be considered at home in California.

This Court also lacks specific personal jurisdiction over HDI Global SE. HDI Global SE has not purposefully availed itself of the benefits of California because it has no contacts with the state. C&C’s lawsuit is not related to and does not arise out of HDI Global SE’s contacts with California because the controversy involves C&C’s contention that it is entitled to coverage under the Master Policy, which was issued to C&C’s parent company in Spain and which is governed by Spanish law. Thus, the assertion of specific personal jurisdiction over HDI Global SE would not comport with fair play and substantial justice.

Finally, C&C's claims against HDI Global SE should also be dismissed under the doctrine of forum non conveniens. C&C's claims should have been brought in Spain, which is a suitable alternative forum. The private interest factors support dismissal because the Master Policy was negotiated and issued in Spain and is governed by Spanish law, and all evidence and witnesses would be located in Spain. The public interest factors also support dismissal because Spain has a greater interest in deciding all coverage issues regarding the Master Policy.

II. FACTUAL BACKGROUND

A. The Lawsuit

On July 26, 2024, C&C filed its Complaint for breach of contract, declaratory relief and money damages against its insurers claiming that the insurers owe C&C defense and indemnification against various Stoneworker Lawsuits, which allege that individuals have been diagnosed with silicosis due to exposure to crystalline silica and other toxins released while working with C&C's products (the "Lawsuit"). C&C states that it is a Delaware corporation with its principal place of business in Florida. Complaint, ¶ 5.

On August 27, 2024, C&C filed its First Amended Complaint ("FAC"), adding HDI Global SE as a defendant and seeking coverage for the Stoneworker Lawsuits under the Master Policy. FAC, ¶ 33. C&C alleged that HDI Global SE "is a corporation organized and existing under the laws of Germany, with its principal place of business in Germany." FAC, ¶ 10.

On September 25, 2024, C&C filed a Motion for Extension of Time to Serve International Defendant HDI Global SE, with a supporting Declaration of Nina Joiner. The Declaration stated that HDI Global SE is an

insurance company incorporated and principally located in Germany, and that HDI Global SE “does not have a registered agent for service of process in California nor have an office in the United States.” Declaration, ¶¶ 3, 5. HDI Global SE was served with the FAC on December 9, 2024, at its office in Germany via the Hague Convention.

On June 10, 2025, C&C filed its Second Amended Complaint (“SAC”), which included additional allegations from the Stoneworker Lawsuits and attached as Appendix A a list of approximately 162 Stoneworker Lawsuits in which C&C had been named as a defendant.

B. HDI Global SE’s Lack of Contacts with California

HDI Global SE is a German insurance company domiciled at HDI-Platz 1, 20659, Hannover, Germany. Declaration of Roman Felten (“Declaration”), ¶ 5. HDI Global SE Sucursal en España is HDI Global SE’s branch in Spain with an address of C/ Luchana 23, 28010 Madrid, Spain. Declaration, ¶ 6. HDI Global SE is not registered or licensed to sell insurance policies or insurance products in the State of California. Declaration, ¶ 7. HDI Global SE does not conduct any business in the State of California. Declaration, ¶ 8.

HDI Global SE has no offices or mailing addresses in the State of California. Declaration, ¶ 9. HDI Global SE has never paid any taxes in the State of California. Declaration, ¶ 10. HDI Global SE does not and has never owned any property in the State of California. Declaration, ¶ 11. HDI Global SE has never maintained any bank accounts in the State of California. Declaration, ¶ 12. HDI Global SE does not have a registered agent for service of process in the State of California. Declaration, ¶ 36. HDI Global SE has not consented to the jurisdiction of the courts of the State of California. Declaration, ¶ 14.

C. The Master Policy

The Master Policy was issued to Cosentino S.A.U. as the Policyholder and Insured. Declaration, ¶¶ 15-16. Cosentino S.A.U. is a Spanish corporation located in Almeria, Spain. Declaration, ¶ 17. The negotiations for the Master Policy took place between HDI Global SE and Cosentino S.A.U. in Spain. Declaration, ¶ 18. None of the negotiations for the Master Policy took place in the State of California. Declaration, ¶ 19. Cosentino S.A.U. paid the premium for the Master Policy to HDI Global SE in Spain in Euros. Declaration, ¶ 20. The Master Policy was delivered to Cosentino S.A.U. in Spain. Declaration, ¶ 21. The Master Policy includes a list of Insured Companies, none of which are located in the State of California. Declaration, ¶ 22.

Clause One of the General Conditions of the Master Policy provides that the Master Policy is governed by Spanish Law, specifically Law 50/1980 of 8 October 1980 on Insurance Contracts (“LCS”). Declaration, ¶ 23.

III. THIS COURT LACKS PERSONAL JURISDICTION OVER HDI GLOBAL SE.

Pursuant to Code of Civil Procedure §418.10(a)(1), a defendant may move to quash service of summons due to lack of jurisdiction. When a defendant moves to quash service of process due to lack of personal jurisdiction, the **plaintiff** has the initial burden of demonstrating by a preponderance of the evidence facts justifying the exercise of jurisdiction. *Vons Companies, Inc. v. Seabest Foods, Inc.*, 14 Cal. 4th 434, 449 (1996); *Ziller Electronics Lab GmbH v. Superior Court*, 206 Cal. App. 3d 1222, 1232-33 (1988). Plaintiffs “must come forward with affidavits and other competent evidence to carry this burden and cannot simply rely on allegations in an unverified

complaint.” *Buchanan v. Soto*, 241 Cal. App. 4th 1353, 1362 (2015).

C&C cannot meet its burden to show that this Court has either general or specific jurisdiction over HDI Global SE for the Lawsuit. Therefore, this Court should grant HDI Global SE’s motion to quash and dismiss C&C’s Second Amended Complaint.

A. General Jurisdiction Does not Exist.

A California court may assert general jurisdiction over a foreign country corporation to hear any and all claims against it when its affiliations with the state are so “continuous and systematic” as to render it essentially at home in the forum state. *T.A.W. Performance, LLC v. Brembo, S.p.A.*, 53 Cal.App.5th 632, 641 (2020). A corporation being “at home” is analogous to a person being domiciled in a state. *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 923 (2011). Absent truly extraordinary circumstances, a corporate defendant is only “at home” in its state of incorporation and in the state in which it is headquartered. *Preciado v. Freightliner Custom Chassis Corp.*, 87 Cal. App. 5th 964, 975 (2023); *Daimler AG v. Bauman*, 571 U.S. 117, 137 (2014).

In 2018, the Los Angeles County Superior Court held that Cosentino S.A. (C&C’s parent company) was not subject to general jurisdiction in California for claims arising out of the plaintiff’s exposure to toxic substances. See **Exhibit A**. Relying upon the U.S. Supreme Court’s decision in *Daimler AG*, the Superior Court concluded that the fact that Cosentino S.A.’s subsidiary widely distributed Cosentino S.A.’s products was insufficient to demonstrate that Cosentino S.A. and its subsidiary were alter egos. Given that HDI Global SE has fewer (actually no) contacts with California than Cosentino S.A. did, C&C

cannot meet its burden of showing that HDI Global SE is subject to general jurisdiction in California.

As set forth in C&C's SAC and HDI Global SE's Declaration, HDI Global SE is a German insurance company domiciled in Hannover, Germany. HDI Global SE has no contacts with the state of California that would make it substantially "at home" here. As C&C has acknowledged, HDI Global SE does not have a registered agent for service of process in California and does not have an office in the United States. HDI Global SE has no offices or mailing addresses in California; has never owned any property or bank accounts in California; has never paid taxes in California; has never been registered or licensed to sell insurance in California; and does not conduct any business in California. Thus, this Court lacks general personal jurisdiction over HDI Global SE because HDI Global SE is not incorporated in California, does not have its principal place of business in California, and otherwise cannot be considered to be "at home" in California.

B. Specific Jurisdiction Does not Exist.

To determine whether the exercise of specific jurisdiction is proper in a given case, California courts consider the relationship among the defendant, the forum, and the litigation. *Pavlovich v. Superior Court*, 29 Cal.4th 262, 269 (2002). "A court may exercise specific jurisdiction over a nonresident defendant only if: (1) the defendant has purposefully availed himself or herself of forum benefits; (2) the controversy is related to or arises out of the defendant's contacts with the forum; and (3) the assertion of personal jurisdiction would comport with fair play and substantial justice." *Elkman v. National States Ins. Co.*, 173 Cal.App.4th 1305, 1314 (2009). *See also T.A.W.*

Performance, LLC v. Brembo, S.p.A., 53 Cal.App.5th 632, 642 (2020)

With respect to purposeful availment, a defendant is entitled to fair warning that a particular activity may subject it to the jurisdiction of a foreign state; the fair warning requirement is satisfied if the defendant has purposefully directed his activities at residents of the forum and the litigation results from the alleged injuries that arise out of or relate to those activities. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472-473 (1985). This ensures that a defendant will not be haled into a jurisdiction solely as a result of random, fortuitous, or attenuated contacts, or because of the unilateral activity of another party or third person. *Id.*

In addition to holding that Cosentino S.A. was not subject to general jurisdiction, the Los Angeles County Superior Court in 2018 also determined that Cosentino S.A. was not subject to specific jurisdiction in California. The Superior Court stated that the plaintiff in that case had failed to “connect the dots” and show that the controversy arose from Cosentino S.A.’s contacts with California. Because there was no indication that the plaintiff was exposed to Cosentino S.A.’s products or that such products were relevant, the Superior Court concluded that the plaintiff had failed to demonstrate specific personal jurisdiction over Cosentino S.A. and granted the motion to quash. **Exhibit A.**

HDI Global SE’s position that this Court does not have specific personal jurisdiction is even more compelling. As has already been discussed, HDI Global SE has absolutely no contacts with the State of California and thus had no warning, let alone “fair warning,” that the issuance of the Master Policy to Cosentino S.A.U. in Spain

would subject it to a lawsuit in California. All relevant activities regarding the Master Policy (negotiations, delivery, and payment of premiums) took place in Spain. None of the entities listed as Policyholders or Insured Companies in the Master Policy are located in California.

Significantly, the Master Policy is governed by Spanish law. In *T.A.W. Performance*, the California Court of Appeals concluded that the contract's New York choice of law clause reinforced its finding that the defendant did not have fair warning and could not have reasonably anticipated being brought into a California court to defend against a lawsuit concerning the termination of the contract. 53 Cal.App.5th at 647. The decision to have the Master Policy be governed by Spanish law similarly reflects the decision of a German insurer (acting through its Spanish branch) and a Spanish corporation to have all issues regarding the Master Policy be resolved by Spanish law.

Moreover, any contacts that C&C may have with California do not support a finding of specific jurisdiction over HDI Global SE with respect to an insurance coverage dispute involving the Master Policy. As set forth in the SAC, C&C is being sued in California (and other states) for bodily injuries allegedly arising out of the plaintiffs' exposure to silica and other substances from C&C's products. The fact that C&C is being sued in California because of injuries allegedly caused by its products has no connection to C&C's contention that it is entitled to insurance coverage under the Master Policy. *See T.A.W. Performance*, 53 Cal.App.5th at 645-46 (North Carolina plaintiff's unilateral resale of defendant's products in California was insufficient to demonstrate that the

defendant purposefully availed itself of the privilege of conducting business in California).

This Court does not have specific personal jurisdiction over HDI Global SE because HDI Global SE has not purposefully availed itself of the benefits of California, and this insurance coverage action is not related to and does not arise out of HDI Global SE's non-existent contacts with California. Subjecting HDI Global SE to specific personal jurisdiction would thus not comport with fair play and substantial justice. Therefore, this Court should grant HDI Global SE's motion to quash and dismiss C&C's SAC due to lack of personal jurisdiction.

* * * * *

APPENDIX G

Excerpts of Exhibit 1 to *Declaration of Tyler Weinblatt in Support of Plaintiff C&C North America, Inc.’s Opposition to HDI Global SE’s Motion to Quash and to Dismiss*
(Cal. Super. Ct. Nov. 6, 2025):

**Insurance Policy No. 08050797-30014, issued by
HDI Global SE to Cosentino S.A.U., executed March 10,
2021, Madrid (translated from Spanish to English)**

* * * * *

SPECIFIC CONDITIONS

1. POLICYHOLDER AND INSURED

COSENTINO S.A.U.

CARRETERA A-334 DE BAZA A HUERCAL OVERA KM 59
04850 CANTORIA
ALMERIA
A-04117297

2. INSURED COMPANIES

COSENTINO GROUP SL
CALLE FRANCISO MARTINEZ 2
ACAEL
ALMERIA
B-04348579

COSENTINO RESEARCH AND DEVELOPMENT SL
CTRA A-334 KM59
04850 CANTORIA
ALMERIA

B-04714093

SOLUCIONES AMBIENTALES COMA SLU
CTRA A-334 KM59
04850 CANTORIA ALMERIA
B-04748117

COSENTINO GREEN ENERGY SLU
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THE NETHERLANDS
COSENTINO THE NETHERLANDS BV
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5751 PC DEURNE
NL811341835B01

GERMANY
COSENTINO DEUTSCHLAND GMBH
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83627 WARNGAU
DE208083799

SWEDEN
COSENTINO SCANDINAVIA AB
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41524 GOTEBOG
SE165567004915

PORTUGAL
COSENTINO PORTUGAL UNIPessoal LDA
VIA JOSE REGIO 42-76 APT 3111
VILAR DO PINHEIRO
VILA DO CONDE
PT507819241

37a

ITALY

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VENEZIA
IT02291090286

COSENTINO MILANO SRL
VIA PAPA GIOVANNI XXIII 57
20090 RODANO
MILANO
IT0736323200960

BELGIUM

COSENTINO BELGIUM BVVA
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BE0894579629

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STONE SERVICES OF FRANCE SARL
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91240 ST.-MICHEL-SUR-ORGE
TAX ID: FR25503600595

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FONTHILL ROAD
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38a

IE9731457E

DENMARK

COSENTINO DENMARK APS
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37276839

FINLAND COSENTINO

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01740 VANTAA
2715941-7

NORWAY

DELITOPPEN 3
1540 VESTBY
898 197 042

POLAND

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5252688843

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66-084182

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355 ALHAMBRA CIRCLE, SUITE 1000, CORAL GABLES
FL, 33134
41-1896713

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CARRARA STONE SYSTEMS OF CHICAGO, LLC
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34-1986589

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36-4312706

STONE SYSTEMS OF CENTRAL TEXAS, LLC
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36-4445360

STONE SYSTEMS OF HOUSTON, LLC
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HOUSTON, TX 77053
76-0453065

STONE SYSTEMS OF NEW JERSEY, LLC
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NJ 07004
27-2779303

STONE SYSTEMS OF NEW ENGLAND, LLC

40a

9 STEEL STREET, SLATERSVILLE, RI
02876
22-3879131

STONE SYSTEMS OF NEW MEXICO, LLC
5535 LOS PICAROS ROAD,
ALBUQUERQUE, NM 87105
26-1880383

STONE SYSTEMS OF RALEIGH, LLC
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NC
20-3726633

STONE SYSTEMS OF SOUTH FLORIDA, LLC
3501 NW 16TH STREET, LAUDERHILL,
FL 33311
20-3128640

STONE SYSTEMS OF COLORADO, LLC
1955-1975 SO BANNOCK STREET,
DENVER CO
84-1496399

STONE SYSTEMS OF ORLANDO, LLC
2441 VISCOUNT ROW, ORLANDO, FL
36-4483320

EHS STONE, LLC
359 ALHAMBRA CIRCLE, SUITE 1000,
CORAL GABLES FL, 33134
83-2103228

CANADA
COSENTINO CANADA INC
3300 421-7 AVENUE SW
CALGARY
ALBERTA T2P4K9

41a

815698634

* * * * *

SPECIAL CONDITIONS

(General Part)

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10. TERRITORIAL SCOPE

Notwithstanding Clause Six of the General Conditions, the coverage of this insurance is extended to Legal Civil Liability of a non-contractual nature for claims arising and asserted throughout the world , **including the USA/ Canada and except for those coverages that establish a different territorial scope.**

This cover is subject to the legislation in force in the country where the loss event occurs.

Excluded from the insurance coverage are claims for criminal indemnities, in particular punitive and/or exemplary damages.

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12. COSTS OF DEFENSE AND IMPOSITION OF BONDS

As a partial modification of Clause 24 of the General Conditions of this policy, coverage is extended, within the limits of the agreed indemnity, to the defense costs of the Policyholder and/or the Insured, as well as the payment of fees and expenses of any kind to be borne by this party (bonds, deposits, etc.), arising from claims covered as civil

liability and as a consequence of crimes or offenses that may give rise to civil liability covered by the policy and that are the subject of direct action by the injured third party, as provided for in Article 76 of the Insurance Contract Law.

Unless expressly agreed otherwise, the Insurer shall assume the legal management of the claim of the aggrieved third party.

This coverage is ancillary to the actual civil liability, so that the aforementioned defense expenses **shall only be borne by the Insurer in the event that the loss is covered and indemnifiable under the policy.**

Under the same criteria, the insurance also covers the imposition of judicial bonds that may be required of the Policyholder and/or Insured Party. However, if the Court or Tribunal imposes a financial penalty (fines or costs), **the responsible party shall be obliged to reimburse the Insurer the amount corresponding to the bond.**

Finally, the forfeiture of the bond set up to ensure the appearance of the respondent, due to their failure to appear, shall oblige the Policyholder and/or Insured Party to reimburse it. **In no case shall the Insurer be obliged to pay a sum in excess of the maximum guarantee stipulated in the policy.**

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**LIABILITY INSURANCE FOR DAMAGES
CAUSED TO THIRD PARTIES**

GENERAL CONDITIONS

**PRELIMINARY CHAPTER LEGAL
REGIME AND DEFINITIONS**

CLAUSE ONE. Legal Regime.

1. This Insurance Contract is governed by the provisions of Law 50/1980, of 8 October, on Insurance Contracts* (hereinafter referred to as “LCS”), to the extent that it is mandatory and to the extent that the parties have not agreed otherwise, and by what the parties have agreed in the General and Special Conditions of the same. The provisions of the latter are of preferential application with respect to the provisions of the former, in all matters in which they contradict each other.

2. The application and the questionnaire completed by the Insured, as well as, if applicable, the Insurer’s proposal, constitute, together with this policy, a unitary whole, the basis of the insurance, whose coverage covers exclusively, and within the agreed limits, the risks specified in the policy.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder, within one month from the delivery of the policy, may contact the Insurer to correct the existing divergence. Once this period has elapsed without the claim being made, the provisions of the policy shall apply.

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CHAPTER SIX
SETTLEMENT NEGOTIATIONS AND
LEGAL DEFENSE

CLAUSE TWENTY-THREE. Settlement negotiations.

The Insurer shall be in charge of all the steps related to the loss, and is therefore fully authorized by the Policyholder and the Insured Party to enter into such negotiations with the possible aggrieved parties or their successors in title as it deems appropriate for the amicable settlement of the controversy, the latter being obliged to provide the Insurer with the cooperation it may request for such purpose.

If, due to the lack of this collaboration, the consequences of the loss are aggravated or the possibilities of defense thereof are diminished, **the Insurer may claim from the Insured Party the damages and prejudices caused thereby.**

2. In accordance with the provisions of the first paragraph, **the Policyholder and any other person whose liability is covered by this contract are expressly prohibited from admitting, negotiating, settling or rejecting any claim without the express authorization of the Insurer.**

The transgression of this prohibition shall entitle the Insurer to reduce its payout in proportion to the aggravation of the economic consequences deriving from the loss event, and the Policyholder or the Insured Party shall be responsible for the part of the loss event attributable to such non-compliance.

In the event that such transgression occurred with the manifest **intention** of harming or deceiving the Insurer, or by means of a fraudulent conduct in collusion with the claimants or aggrieved parties, **the Insurer shall be released from all obligations under this contract, and shall be entitled to its automatic termination, with the power to retain all of the premium for the current period**

CLAUSE TWENTY-FOUR. Legal management of third party claims.

1. Unless otherwise agreed, the Insurer shall assume the legal management in all civil proceedings brought against the Insured Party for the purpose of claiming damages arising from events covered by this policy. The Insurer shall be responsible for any expenses incurred in this connection.
2. For such purposes, the Insurer is empowered:
 - a) For the appointment of the lawyers and court agents (*procuradores*) who will defend and represent the Insured in said proceedings, and the Insured Party shall be obliged to provide the necessary collaboration in order to the legal management assumed by the former.
 - a) For the filing, if necessary, of appeals against judicial decisions. If the Insurer deems it inappropriate to file an appeal against a judgment, it shall notify the Insured, who shall be free to do so. In such case, the expenses arising from this appeal shall be borne by the

Insured, if unsuccessful, and by the Insurer otherwise.

3. The legal defense of the Insured Party in criminal cases shall be at the discretion of the Insurer.
4. Exceptions to the provisions of the preceding paragraphs shall be made when the claimant is also an Insured with the same Insurer or when there is any other possible conflict of interest between the Insurer and the Insured in the proceeding. In such cases, the provisions of Art. 74 LCS shall apply.

* * * * *

APPENDIX H

Excerpts of Exhibit 1 to *Declaration of Roman Felten in Support of Defendant HDI Global SE's Motion to Quash Service of Summons and to Dismiss Second Amended Complaint for Lack of Personal Jurisdiction and for Forum Non Conveniens* (Cal. Super. Ct. Oct. 10, 2025):

**Insurance Policy No. 08050737-30014, issued by HDI Global SE to Cosentino S.A.U., executed March 10, 2021, Madrid
(translated from Spanish to English)**

* * * * *

SPECIAL CONDITIONS

1. POLICYHOLDER AND INSURED

COSENTINO S.A.U.

CARRETERA A-334 DE BAZA A HUERCAL OVERA KM 59
04850 CANTORIA
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2. INSURED COMPANIES

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CALLE FRANCISO MARTINEZ 2
MACAEL
ALMERIA
B-04348579

COSENTINO RESEARCH AND DEVELOPMENT SL
CTRA A-334 KM59
04850 CANTORIA
ALMERIA

B-04714093

SOLUCIONES AMBIENTALES COMA SLU
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ALMERIA
B-04748117

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37276839

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2715941-7

NORWAY
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1540 VESTBY
898 197 042

POLAND
UL. ZLOTA 59
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5252688843

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51a

41-1896713

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75-2707214

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STONE SYSTEMS OF ARIZONA, LLC
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20-5476548

STONE SYSTEMS OF ATLANTA, LLC
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36-4312706

STONE SYSTEMS OF CENTRAL TEXAS,
LLC
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STONE SYSTEMS OF HOUSTON, LLC
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HOUSTON, TX 77053
76-0453065

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STONE SYSTEMS OF NEW MEXICO,
LLC
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STONE SYSTEMS OF RALEIGH, LLC
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NC
20-3726633

STONE SYSTEMS OF SOUTH FLORIDA,
LLC
3501 NW 16TH STREET, LAUDERHILL,
FL 33311
20-3128640

STONE SYSTEMS OF COLORADO, LLC
1955-1975 SO BANNOCK STREET,
DENVER CO.
84-1496399

STONE SYSTEMS OF ORLANDO, LLC
2441 VISCOUNT ROW, ORLANDO, FL
36-4483320

EHS STONE, LLC
359 ALHAMBRA CIRCLE, SUITE 1000,
CORAL GABLES FL, 33134

53a

83-2103228

CANADA
COSENTINO CANADA INC
3300 421-7 AVENUE SW
CALGARY
ALBERTA T2P4K9
815698634

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SPECIAL CONDITIONS

(General Part)

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10. TERRITORIAL SCOPE

In derogation of Clause Six of the General Conditions, the cover of this insurance is extended to Legal Liability of a non-contractual nature for claims occurring and claimed throughout the world **including USA/Canada and except for those coverages that establish another specific territorial scope.**

For this cover, the legislation in force in the country in which the claim occurs shall apply.

Claims for damages of a criminal nature, in particular punitive and/or exemplary damages, are excluded from the insurance cover.

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12. DEFENSE AND BAIL COSTS

In partial modification of clause Twenty-fourth of the General Conditions of this policy, the cover extends, within the limit of indemnity agreed, to the costs of defence of the Policyholder and/or Insured as well as the payment of fees and expenses of all kinds for which he is responsible (bail bonds, deposits, etc.) arising from the claims covered as civilly liable and as a consequence of crimes or misdemeanours that have a possible civil liability covered in the policy and which are part of the direct action of the Insured as a consequence of the direct action of the Insured, deposits, etc.) arising from claims covered as civilly liable and as a consequence of crimes or misdemeanours that have an eventual civil liability covered in the policy and that fall within the direct action of the injured third party as provided in article 76 of the Law of Insurance Contracts.

Unless expressly agreed to the contrary, the Insurer shall assume the legal management of the claim of the injured third party.

This cover is ancillary to civil liability as such, so that the aforementioned defence expenses **shall only be borne by the Insurer in the event that the claim is covered and is indemnifiable by the policy.**

Under these same criteria, the insurance shall also include the imposition of judicial bonds that may be required of the Policyholder and/or Insured. However, if the Court or Tribunal decrees a pecuniary criminal liability (fines or costs), **the person responsible shall be**

obliged to reimburse the Insurer the amount corresponding to the bail provided.

Finally, the loss of the bond constituted to cover the appearance of the defendant, due to his non-appearance, shall oblige the Policyholder and/or Insured to reimburse it. **Under no circumstances shall the Insurer be obliged to deposit a sum greater than the maximum guarantee agreed in the policy for this concept.**

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**CIVIL LIABILITY INSURANCE FOR DAMAGE
CAUSED TO THIRD PARTIES**

GENERAL CONDITIONS

**PRELIMINARY CHAPTER LEGAL
STATUS AND DEFINITIONS**

CLAUSE ONE. Legal Regime.

1. This Insurance Contract is governed by Law 50/1980, of 8 October 1980, on Insurance Contracts* (hereinafter referred to as LCS) as far as it is imperative and as far as it is not agreed by the parties as far as it is dispositive, and by what is agreed by them in the General and Special Conditions of the same. The provisions of the latter shall take precedence over the provisions of the former, in all that which contradicts them.

2. The application and the questionnaire completed by the Insured and, where appropriate, the Insurer's proposal, together with this policy, constitute a unitary whole, the basis of the insurance, whose cover exclusively

covers, and within the agreed limits, the risks specified therein.

If the content of the policy differs from the insurance proposal or the agreed clauses, the Policyholder may, within a period of one month from the delivery of the policy, contact the Insurer in order to rectify the existing divergence. Once this period has elapsed without the claim being made, the provisions of the policy shall apply.

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CHAPTER SIX TRANSACTIONAL NEGOTIATIONS AND LEGAL DEFENCE

CLAUSE TWENTY-THIRD. Transactional negotiations.

1. The Insurer is responsible for directing all the steps related to the claim, and is therefore fully authorised by the Policyholder and the Insured to enter into negotiations on their behalf with any injured parties or their successors in title that it deems appropriate for the amicable settlement of the dispute, and they undertake to provide the Insurer with any cooperation it may request for this purpose

If, due to the lack of this cooperation, the consequences of the loss are aggravated or the possibilities of defence of the Insured are reduced, **the Insurer may claim from the Insured for the damages and losses that may be incurred as a result of this.**

2. In accordance with the provisions of the first paragraph, **the Policyholder and any other person for**

whom liability is found to exist are expressly forbidden to covered by por el this contract, que por si o por person on their behalf, admit, negotiate, satisfies o rejects any claims sin la express authorisation of the Insurer.

The transgression of this prohibition shall entitle the Insurer to reduce its benefit in the proportion corresponding to the worsening of the economic consequences deriving from the claim, and the Policyholder or the Insured shall be responsible for the part of the claim that is attributable to this non-compliance.

In the event that such a breach occurs with the manifest intention of harming or deceiving the Insurer, or by means of wilful misconduct in collusion with the claimants or injured parties, the Insurer shall be released from all obligations under this contract, and the Insurer shall be released from its obligations under this contract. The contracting authority is empowered to automatically terminate the contract, with the right to retain the totality of the premium current period.

CLAUSE TWENTY-FOURTH. Address legal address for third party claims.

1. Unless otherwise agreed, the Insurer shall assume the legal management in all civil proceedings brought against the Insured for the purpose of claiming damages arising from events covered by this policy. The Insurer shall be responsible for any expenses incurred in this connection.

2. For this purpose, the Insurer is entitled to:
 - a) For the designation of the counsel and procurators who are listed on the defence y representation of Insured The latter shall be obliged to provide the necessary cooperation in order to ensure the legal direction taken by the former.
 - b) For the filing, if appropriate, of appeals against court rulings. If the Insurer considers it inappropriate to file an appeal against a judgement, it shall notify the Insured, who shall be free to do so. In such an event, the costs arising from such an appeal shall be borne by the Insured, if the appeal is unsuccessful, and by the Insurer if it is unsuccessful.
3. The Insurer shall have the right to decide whether or not to take out criminal offences.

In the event that the claimant is also an Insured with the same Insurer or when there is any other possible conflict of interest between the Insurer and the Insured in the proceedings. In such cases the provisions of paragraph 2 of art. 74 LCS shall be applicable.

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