No. 26-

In the
Supreme Court of the United States

CAESARSTONE LTD.,

Petitioner,

v.

THE SUPERIOR COURT OF
LOS ANGELES COUNTY, *et al.*,

Respondents.

On Petition for a Writ of Certiorari to the Court of Appeal of California Second Appellate District, Division Five

PETITION FOR A WRIT OF CERTIORARI

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QUESTIONS PRESENTED

(1) Does the language of petitioner's SEC Form 20-F excuse respondent's compliance with the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents?

(2) Does SEC Form 20-F preempt all fifty states' laws for purposes of designating an agent for service of process with respect to a foreign defendant?

LISTING OF PARTIES TO THE PROCEEDING

Caesarstone, Ltd. (Petitioner, Underlying Defendant) (NASDAQ ticker symbol CSTE)

The Superior Court of Los Angeles County (Nominal Respondent)

And the following Real Parties in Interest (Underlying Plaintiffs)

Gerardo Ramirez-Soriano, Caleb Abraham Ramirez, Eufrocina Sanchez Reyes, Evelin Liseth Gonzalez Rodriguez,Ricardo Jimenez Solares Rosales, Luz Maria Ruiz Reyes, Uriel Salamanca Lopez, Daniela Rodriguez, Jose Luis Martin Navarro, Rebeca Gudiel Garcia Silva, Pedro Luzan Juarez, Karina LuzaEvelin Liseth Gonzalez Rodriguez, Uriel Salamanca Lopez, Daniela Rodriguez, Jose Luis Martin Navarro, Rebeca Gudiel Garcia Silva, Ricardo Jimenez Solares Rosales, Luz Maria Ruiz Reyes, Pedro Luzan Juarez, Karina Luzan, Angel Santos Trejo and Camille Hunt

RULE 29.6 STATEMENT

Caesarstone, Ltd. is a publicly-traded company with the NASDAQ ticker symbol CSTE. The only persons who own 10% or more are Mifalei Sdot-Yam agricultural Cooperative Society Ltd., Tene Investment in Projects 2016, L.P., and The Phoenix Holdings Ltd.

RELATED PROCEEDINGS

Supreme Court of California:

Caesarstone, Ltd. v. Superior Court of Los Angeles County et al., No. S295830 (Cal. Apr. 15, 2026) (denying Caesarstone Ltd.'s petition for review of the denial for Caesarstone's petition for a writ of mandate)

Court of Appeal of the State of California, Second Appellate District:

Caesarstone, Ltd. v. Superior Court of Los Angeles County et al., No. B352374 (Cal. Ct. App. Mar. 17, 2026) (denying Caesarstone Ltd.'s petition for a writ of mandate)

Ricardo Jimenez Solares Rosales v. All Natural Stone Berkeley, Inc., No. CGC-25-624256 (denying Caesarstone Ltd.'s motion to quash service of summons for defective service and lack of personal jurisdiction)

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Caesarstone, Ltd., respectfully petitions for a writ of certiorari to review the judgment of the California Court of Appeal.

OPINIONS BELOW

The order of the Supreme Court of California denying review is unreported (App. 1). The order of the California Court of Appeal denying a writ of mandate is also unreported (App. 2-3). The order of the Superior Court of the State of California for the County of Los Angeles denying the motion to quash service of summons was delivered orally on the record at a hearing on January 13, 2026 (App. 10-49), then memorialized in a minute order of the same day (App. 7-9). The orders, including the minute order and the transcript of the hearing are included in the Appendix in compliance with Rule 14.1(i)(i) and 14.1(i)(ii).

JURISDICTION

The judgment of the Supreme Court of California was entered on April 15, 2026. This Court has jurisdiction over the petition pursuant to 28 U.S.C. § 1257.

STATUTORY TEXT

This petition involves interpretation of Section 13(b) of the Securities Exchange Act of 1934, codified at 15 USCS § 78m (App. 98-152), 17 CFR 249.220(f) (App. 152-53), The Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents (20 U.S.T. 361) (App. 154-74), the Supremacy Clause of the United States

Constitution (USCS Const. Art. VI, Cl 2) (App. 98), and California Corporations Code §§ 2105 (App. 175-77) and 2110 (App. 178). While individually short, the total text is voluminous and included in the Appendix in compliance with Rule 14.1(f).

INTRODUCTION

This is a case about disregard of American treaty obligations. The Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents and the Supremacy Clause, taken together, are perfectly clear: where initiation of a lawsuit requires service abroad of judicial documents, service pursuant to the provisions of the Hague Convention is mandatory. A corollary follows directly: because a ratified treaty is the supreme law of the land, no disclosure form promulgated by a federal agency can override it.

Caesarstone Ltd. is an Israeli company. It has no operations of any kind in the state of California, nor is it qualified, licensed, or authorized to do business in California, nor does it have any offices, officers, employees or sales representatives in California.

Nevertheless, plaintiffs-respondents have to date claimed to effect valid service of process on Caesarstone Ltd. in *more than 570 separate actions based in Los Angeles Superior Court* not by following the procedures set forth in the Hague Convention, but by carting boxes of documents into the North Carolina offices of its wholly owned subsidiary, Caesarstone USA. The slender reed upon which they rest their case for obtaining jurisdiction is two statements found many years apart in two of

Caesarstone's Annual Reports Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (SEC Form 20-F). Plaintiffs-respondents insist that those statements did not merely designate a convenient agent for service for the benefit of U.S. investors and regulators in serving Caesarstone as a foreign issuer; rather (according to plaintiffs-respondents), those stray statements effected a permanent appointment of a general agent for service of process for all purposes, including personal injury cases in state court. So insistent on their position are the plaintiffs-respondents that they claim that SEC Form 20-F excuses them from demonstrating Caesarstone's compliance with the clear dictates of the California Corporations Code for appointment of an agent for service of process for a foreign corporation.

Plaintiffs-respondents are mistaken. SEC Form 20-F is not a nationwide appointment of a general agent for service of process. The purpose of the requirement is to provide a reliable U.S. recipient for legal process arising under the federal securities laws, thereby facilitating enforcement and private litigation by U.S. investors and regulators. Indeed, the SEC's separate Form F-X is expressly titled a form for the "appointment of agent for service of process" by foreign issuers and other non-U.S. persons. Plaintiffs-respondents make no claim that Caesarstone complied with California law on appointment of an agent for service of process, and indeed it did not. Their purported service on Caesarstone's subsidiary is invalid. The provisions of the Hague Convention are mandatory and service in every one of the more than three hundred California cases at issue is void on its face.

STATEMENT OF THE CASE

I. Factual Background

The underlying actions purport to state various personal injury and wrongful death claims. The complaints allege that the plaintiff (or plaintiff's decedent) was injured by inhaling respirable crystalline silica dust and contracted silicosis, an occupational lung disease. They allege that the exposure to silica dust was the result of working with the products of various defendants, including Caesarstone Ltd. (App. 54).

Caesarstone Ltd. is an Israeli company. Rather than effect lawful service of process through Israel's Central Authority, plaintiffs in the underlying actions attempted to engineer a workaround: they sent a process server wearing a police-like badge and claiming he was only dropping off many boxes of documents relating to Caesarstone USA, a wholly owned subsidiary of Caesarstone Ltd. located in North Carolina (App. 54-55). Once inside the Caesarstone USA facility, the process server purported to serve Caesarstone Ltd., even though Caesarstone USA expressly told him that it has no authority whatsoever to accept service on behalf of Caesarstone Ltd (App. 55). Since that time, counsel for plaintiffs-respondents has dropped off dozens and dozens of additional boxes of documents, including purported service of process upon Caesarstone Ltd. in many further silicosis cases (App. 55). Further, counsel for plaintiffs' respondents currently has the United States Postal Service and Federal Express to serve Caesarstone Ltd., by mailing the complaints to Caesarstone USA facility.

II. Caesarstone's Motion to Quash Service

On December 10, 2025, Caesarstone Ltd., specially appearing, filed its motion to quash service of process in the six cases directly involved here. Caesarstone argued that it had no operations of any kind in the state of California, nor was it qualified, licensed, or authorized to do business in California, nor did it have any offices, officers, employees or sales representatives in California (App. 55). Further, Caesarstone Ltd does not own or lease any property in the state and does not maintain bank accounts or pay taxes in the state (App. 13, 15). Caesarstone argued that as a foreign-domiciled corporation, plaintiffs were obligated to serve process, if at all, using the methods set forth in California law or the Hague Service Convention (App. 14-15). Since plaintiffs failed to do so, Caesarstone argued that service was void on its face (App. 15).

On December 15, 2025, plaintiffs filed their opposition to the motion to quash. They raised two principal arguments: (1) Caesarstone Ltd. had stated in its Form 20-F filed in 2014 and 2024 with the Securities and Exchange Commission that it had "irrevocably" appointed Caesarstone USA, its wholly owned subsidiary, as its agent for service of process (App. 18) and (2) Caesarstone Ltd. had shipped extensive goods into ports in California (App. 21). Plaintiffs argued that this second point was sufficient to constitute "purposeful availment" of the California forum for purposes of minimum contacts as required for personal jurisdiction. Caesarstone filed its Reply in Support of its Motion to Quash on December 22, 2025, pointing out that none of the "import aggregators" printouts were admissible in evidence, and they were accordingly insufficient (App. 15).

The respondent trial court made its order denying Caesarstone's motion to quash at the end of a hearing on January 13, 2026 (App. 26-46). This was then memorialized as a minute order (App. 7-9). No written notice of entry of that order has ever been served.

Caesarstone filed its petition for writ of mandate with the California Court of Appeal seeking to overturn the trial court's order on February 12 and 13, 2026.[1] (App. 4-6).

Two days later, the Court of Appeal denied the Petition, commenting that "The court has read and considered the petition for writ of mandate . . . The petition is denied. Petitioner fails to demonstrate the respondent court erred in denying its motion to quash service of summons" (App. 3).

III. The Petition for Review to the California Supreme Court

Caesarstone then petitioned for review to the California Supreme Court on March 24, 2026. (App. 50-76). The Court denied the petition on April 15, 2026 (App. 1). This petition for writ of certiorari follows ninety days or fewer later.

1. Caesarstone filed its original Petition shortly before midnight on February 12, 2026. That Petition was deemed nonconforming by the Clerk, and Caesarstone filed its corrected Petition the following morning.

REASONS FOR GRANTING THE WRIT

I. PLAINTIFFS-RESPONDENTS' PREEMPTION ARGUMENT IS AN UNSUPPORTED EXPANSION OF FEDERAL AUTHORITY WHICH THREATENS AMERICAN TREATY OBLIGATIONS

The argument raised by plaintiffs-respondents below in opposing Caesarstone's petitions amounted to this: statements in two of Caesarstone's SEC Form 20-F filings preempt state law in California (and every other state) on how foreign corporations appoint an agent for service of process, thus authorizing the plaintiffs-respondents' mass-service on Caesarstone USA.

We show below that this argument raises substantial questions of Federal law questions whose incorrect resolution below led to the tremendous invasion of Caesarstone Ltd.'s due process rights currently underway in the California courts.

II. CALIFORNIA LAW PROVIDES HOW A FOREIGN CORPORATION MUST APPOINT AN AGENT FOR SERVICE OF PROCESS

Under California law, a foreign corporation must obtain a certificate of qualification from California's Secretary of State to transact intrastate business. (*The Capital Gold Grp., Inc. v. Nortier*, (2009) 176 Cal.App.4th 1119.)

To obtain this certificate, the corporation must file a statement providing specific information, including the designation of an agent for service of process in California and its irrevocable consent to service of process. (Cal. Corp. Code § 2105.)

California Corporations Code Section 2110 specifically addresses how service may be made on a foreign corporation. The statute provides that a summons may be served on a corporation by delivering a copy to “the person designated as agent for service of process as provided by any provision in Section 202, 1502, 2105 or 2107 of the Corporations Code. (Cal.Code Civ. Proc. § 416.10.) Additionally, California law requires that before a foreign corporation may designate a corporate agent for service of process, that agent must comply with Corporations Code Section 1505, which requires the filing of a certificate that, among other things, provides consent that delivery of papers to it would constitute delivery as an agent. (Cal. Corp. Code § 2105.) If the plaintiff fails to show that the foreign-based defendant followed these steps, service can only proceed in the manner set forth in the Hague Convention.

The United States Supreme Court has made clear that the Hague Service Convention’s procedures are mandatory, holding that “[b]y virtue of the Supremacy Clause, U.S. Const., Art. VI, the Convention preempts inconsistent methods of service prescribed by state law in all cases to which it applies.” (*Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, at 698, 699). The Hague Service Convention “provides simple and certain means by which to serve process on a foreign national,” and that “those who eschew its procedures” do so at their peril. (*Id.* at p. 706.)

Plaintiffs-Respondents have made no showing whatever that Caesarstone Ltd. complied with any of these provisions with respect to the purported designation of Caesarstone USA as an agent for service of process (and indeed, it never did). They cite no precedent whatever holding that compliance with the provisions of the Corporations Code for appointment of an agent for service of process is optional.

Nothing in California law supports the view that Caesarstone USA was properly designated as Caesarstone Ltd.'s agent for service of process.

III. THE SEC'S FORM 20-F DOES NOT FEDERALIZE SERVICE OF PROCESS IN STATE COURTS BY PREEMPTING ALL CONTRARY STATE STATUTES

Plaintiffs-respondents do not dispute that they did not comply with California law in their service of process on Caesarstone Ltd. via its USA-based subsidiary. Instead, they base their claim solely upon a statement in Caesarstone Ltd.'s Annual Reports Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (SEC Form 20-F) for the years 2014 and 2024: "We have irrevocably appointed Caesarstone USA as our agent to receive service of process in any action against us in any United States federal or state court."

It is important to recognize that there is nothing California-centric about the plaintiffs-respondents' argument. Plaintiffs-respondents' argument amounts to this: *SEC Form 20-F preempts all fifty state statutes nationwide governing how a litigant serves a foreign corporation in state courts.*

Plaintiffs-respondents point to no authority, either state or federal, adopting this wildly expansive interpretation of a single SEC form. Nor do they discuss the administrative history of Form 20-F.

In fact, SEC requirements concerning appointment of a U.S. agent for service of process (e.g., Forms F-X and related disclosure requirements) were adopted because foreign issuers and other non-U.S. persons may otherwise be difficult to serve in the United States. The purpose is to provide a reliable U.S. recipient for legal process arising under the federal securities laws, thereby facilitating enforcement and private litigation by U.S. investors and regulators. The SEC's separate Form F-X is expressly titled a form for the "appointment of agent for service of process" by foreign private issuers and other non-U.S. persons.

Footnote 64 of the SEC's 2025 Concept Release on Foreign Private Issuer Eligibility explains:

> Form F-X is required to be filed by certain foreign issuers to appoint an agent for service of process, including MJDS issuers, foreign issuers filing certain tender offer documents, and foreign issuers filing Form CB in connection with a tender offer, rights offering, or business combination. See supra note 8, supra note 29 and section IV.B.5 for more information regarding the MJDS. Formal appointment of an agent and consent to service of process is unnecessary for most actions involving domestic issuers, whereas foreign legal barriers including blocking statutes, data privacy

> laws and other laws in foreign jurisdictions can present unique challenges for regulatory authorities in enforcement cases against FPIs.

The only reported cases which have construed appointments of agents for service of process in Form 20-F are all from federal district courts. Two of those cases have rejected the position urged by plaintiffs-respondents here, holding that Form 20-F was not sufficient to constitute a general appointment as agent for service of process for all purposes in all courts. (*Short v. Embraer S.A.*, (S.D.Fla. 2021) 2021 U.S. Dist. LEXIS 102142, *7; *Stepp v. Alibaba Grp. Holding* (W.D. Ky. 2018) 2018 U.S. Dist. LEXIS 7102, *7.) The sole contrary authority revealed by petitioner's research involved service of process in an action *brought under the federal securities laws.* (*City Pension Fund for Firefighters & Police Officers in the City of Miami Beach v. Aracruz Cellulose S.A.* (S.D.Fla. 2011) 41 F.Supp.3d 1369, 1388.)

The regulatory architecture confirms the narrow office of the Form 20-F agent. A foreign private issuer's duty to identify an agent for service arises from the Commission's registration and periodic-reporting rules under the Section 13(b) of the Securities Exchange Act of 1934 (see 15 U.S.C. §§ 78m, 78o(d)), and the formal appointment and irrevocable consent are effected through the Commission's Form F-X, codified at 17 C.F.R. § 249.222 and captioned, in terms, an "appointment of agent for service of process." The object of that regime is to guarantee that a non-U.S. issuer can be reached in litigation and enforcement arising under the federal securities laws; it says nothing about enlisting the issuer as a defendant amenable to every state-court tort suit in the Nation. That distinction is dispositive here. The sole decision to have construed a Form 20-F appointment as plaintiffs-respondents urge did so in a securities action, where the appointment applied of its own terms and provides no warrant for reading the identical language to reach a silicosis tort claim wholly unconnected to any securities transaction. (*City Pension Fund*, supra, 41 F.Supp.3d at p. 1388.)

Caesarstone's limited intent behind the statement plaintiffs-respondents rely on is confirmed by the following statement in Caesarstone's SEC Form F-1: "We have irrevocably appointed Caesarstone USA, Inc. as our agent to receive service of process in any action against us in any United States federal or state court *arising out of this offering or any purchase or sale of securities in connection with this offering*." (Emphasis added.)

There is simply no support for construing Form 20-F to preempt all fifty state laws on service of process on foreign corporations. Nor did Caesarstone's compliance Section 13(b) of the Securities Exchange Act of 1934 constitute irrevocable consent to service via its Form 20-F service agent for any action, whether related to the 1934 Act or not. This is not a securities action. Form 20-F is irrelevant and California Corporations Code § 2110 provides the only valid way in which the plaintiffs-respondents could make valid service. As plaintiffs-respondents chose to ignore Section 2110, their only remaining alternative was full compliance with the Hague Convention.

Plaintiffs-respondents were required to comply with the Hague Service Convention in any attempt at serving Caesarstone Ltd. because it is an Israeli corporation with its principal place of business in Israel. The purpose of the Hague Service Convention was to simplify service abroad, ensure that foreign defendants received actual and timely notice, and establish reliable methods for proving service. (*Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, 698.)

The Hague Service Convention "'shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.'" (*Inversiones Papaluchi S.A.S. v. Superior Court* (2018) 20 Cal.App.5th 1055, 1064-1065.) The Supreme Court interpreted the phrase "occasion to transmit" and stated "'If the internal law of the forum state defines the applicable method of serving process as requiring the transmittal of documents abroad, then the Hague Service Convention applies.'" (*Id.* at p. 1065 [citing *Volkswagenwerk*, *supra*, 486 U.S. at p. 700] [emphasis added].)

The applicable internal service of process statute law of California provides that:

> "Except as otherwise provided by statute, a summons shall be served on a person:
>
> (a) Within this state, as provided in this chapter.
>
> (b) Outside this state but within the United States, as provided in this chapter or as prescribed by the law of the place where the person is served.

(c) Outside the United States, as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or after service finds that the service is reasonably calculated to give actual notice, as prescribed by the law of the place where the person is served or as directed by the foreign authority in response to a letter rogatory. These rules are subject to the provisions of the Convention on the 'Service Abroad of Judicial and Extrajudicial Documents' in Civil or Commercial Matters (Hague Service Convention)."

(Cod. Civ. Proc. § 413.10.)

An entity that is served outside of California, but within the United States, must be served in compliance either with California service of process laws or the service of process laws of that state. (Cod. Civ. Proc. § 413.10(b).) A party that must be served outside of the United States must be served in compliance with the Hague Service Convention. (Cod. Civ. Proc. § 413.10(c).) Since plaintiffs-respondents failed to do that, whether in the six cases at issue here or any of the other nearly five hundred and seventy pending cases involving the same issue, service of process is void on its face.

IV. A FEDERAL AGENCY DISCLOSURE FORM CANNOT DISPLACE A SELF-EXECUTING TREATY, AND THE DECISION BELOW INVERTS THE CONSTITUTIONAL HIERARCHY OF AUTHORITY

The decision below rests on a proposition irreconcilable with the constitutional order of authority: that language embedded in a federal agency disclosure form can excuse compliance with a self-executing treaty of the United States. The Supremacy Clause places treaties among the supreme law of the land, on equal footing with the Constitution and the laws of the United States. (U.S. Const., art. VI, cl. 2.) An SEC Form 20-F, by contrast, is neither a treaty, nor a statute, nor even a freestanding legislative regulation; it is an administrative reporting instrument that occupies the lowest rung of the legal hierarchy. To hold that such a form overrides the Hague Service Convention is to stand the Supremacy Clause on its head.

The Convention operates as federal law of its own force. This Court has already held that, by force of the Supremacy Clause, the Convention preempts inconsistent methods of service prescribed by state law in every case to which it applies. (*Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, 698, 699; accord *Water Splash, Inc. v. Menon* (2017) 581 U.S. 271.) Whether an international agreement operates directly as domestic law turns on its terms (*Medellín v. Texas* (2008) 552 U.S. 491, 505, 506), and the Convention's mandatory command that it "shall apply in all cases" where there is occasion to transmit a document for service abroad leaves no doubt that it does. A treaty that is superior to a state statute is necessarily superior to a federal agency's reporting form.

Even a subsequently enacted federal statute is not lightly read to abrogate a treaty. This Court will not find that Congress repudiated a treaty obligation absent a clear expression of intent (*Trans World Airlines, Inc. v. Franklin Mint Corp.* (1984) 466 U.S. 243, 252), and it construes federal enactments, wherever fairly possible, to avoid conflict with the Nation's international commitments (*Weinberger v. Rossi* (1982) 456 U.S. 25, 32; *Cook v. United States* (1933) 288 U.S. 102, 118, 120). Where a treaty and a federal statute stand on equal footing, the later in time controls (*Whitney v. Robertson* (1888) 124 U.S. 190, 194), but an SEC form is not a statute at all, and nothing in the Securities Exchange Act of 1934 purports to displace the Convention. The settled canon that an act of the sovereign "ought never to be construed to violate the law of nations if any other possible construction remains" (*Murray v. Schooner Charming Betsy* (1804) 6 U.S. (2 Cranch) 64, 118) forecloses the reading the courts below gave to a mere disclosure form.

The consequences confirm the error. If a foreign issuer's Form 20-F silently worked a nationwide, all-purpose appointment of an agent for service displacing both the fifty States' service statutes and a ratified treaty then every foreign enterprise that accessed the United States capital markets would forfeit the Convention's protections in every tort suit in every state court. The Executive negotiated, and the Senate ratified, the Convention to furnish "simple and certain" means of service abroad and to secure reciprocal treatment for American litigants in foreign tribunals. (*Schlunk*, supra, 486 U.S. at pp. 698, 705.) A rule that a federal agency's form can quietly nullify that bargain not only inverts the hierarchy of authority but erodes the United States' own capacity to demand reciprocal compliance abroad a question of national importance warranting this Court's review.

Once the domestic-agent theory fails, as Parts II and III show it must, service on Caesarstone Ltd. necessarily required transmitting process abroad and at that point the Convention is not optional. Where the forum's own law requires transmittal abroad to accomplish service, the Convention supplies the exclusive and mandatory channel, and those who eschew its procedures do so at their peril. (*Schlunk*, supra, 486 U.S. at pp. 700, 705, 706.) Israel is a Contracting State to the Convention and has designated a Central Authority to receive and execute requests for service; that lawful avenue was open to plaintiffs-respondents in every one of the underlying actions. Having bypassed it in favor of depositing boxes at a subsidiary's North Carolina loading dock, they cannot invoke a securities disclosure form to paper over service that the treaty made mandatory and that they never even attempted.

V. THE QUESTIONS PRESENTED ARE OF EXCEPTIONAL AND RECURRING IMPORTANCE AND SHOULD BE RESOLVED NOW

The questions presented reach far beyond these parties. The theory that sustained the decision below that language in a single SEC form displaces the service statutes of all fifty States and excuses compliance with a ratified treaty is, by its own logic, nationwide in scope. It would subject every foreign private issuer that accesses the United States capital markets to all-purpose service, in every state court, for every category of claim, without regard to the State's own law or to the Convention. Whether federal securities regulation works so sweeping a preemption is a pure question of federal law that only this Court can settle, and one the lower courts have not resolved uniformly. (Compare *Short*, supra, and *Stepp*, supra, with *City Pension Fund*, supra.)

The issue is recurring and consequential. The decision below governs more than three hundred silicosis actions already pending against Caesarstone Ltd. in a single county, and the engineered-stone litigation continues to expand across the country. Because each denial of a motion to quash is interlocutory, the question will recur and evade orderly correction unless this Court intervenes: foreign defendants will be swept into years of merits litigation before the antecedent question of the court's power over them is ever answered. This case arising on a developed record and a clean division of authority is an appropriate vehicle in which to decide it.

Finally, the decision implicates the Nation's treaty commitments and its foreign relations. The Hague Service Convention rests on reciprocity: the United States secures orderly service on Americans' behalf in the courts of other Contracting States only so long as its own courts honor the Convention's procedures for foreign nationals sued here. A rule that an SEC form silently displaces those procedures places the United States in tension with its obligations to Israel and to every other Contracting State, and weakens the Government's standing to demand reciprocal compliance abroad. Questions touching the Nation's adherence to its treaties are quintessentially ones for this Court.

CONCLUSION

This case represents a failure of the California courts with potentially national implications. Because the trial court denied Caesarstone's motion to quash service of process and the Court of Appeal and California Supreme Court declined to intervene, Caesarstone is now faced with an enormously unfair challenge: defending a mountain of litigation on the other side of the world from its corporate headquarters. Courts must "exercise "'[g]reat care and reserve . . . when extending our notions of personal jurisdiction into the international field . . . we apply jurisdictional principles with an abundance of caution where the defendant is a foreign corporation.'" (*Rivelli v. Hamm* (2021) 67 Cal.App.5th 380, 393.)

That was not done here. This Court should intervene and correct the error.

Respectfully submitted,

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APPENDIX

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APPENDIX A — DENIAL OF PETITION OF THE SUPREME COURT OF CALIFORNIA, FILED APRIL 15, 2026

IN THE SUPREME COURT OF CALIFORNIA
En Banc

S295830

CAESARSTONE LTD.,

Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY,

Respondent,

GERARDO RAMIREZ-SORIANO *et al.*,

Real Parties in Interest.

The petition for review and application for stay are denied.

GUERRERO
Chief Justice

APPENDIX B — ORDER OF THE COURT OF APPEAL FOR THE STATE OF CALIFORNIA, SECOND APPELLATE DISTRICT, DIVISION FIVE, FILED MARCH 17, 2026

IN THE COURT OF APPEAL OF THE
STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION FIVE

B352374
(Super. Ct. No. CGC-25-624256)
(Elihu M. Berle, Judge)

CAESARSTONE LTD.,

Petitioner,

v.

THE SUPERIOR COURT OF
LOS ANGELES COUNTY,

Respondent.

GERARDO RAMIREZ-SORIANO *et al.*,

Real Parties in Interest.

Filed March 17, 2026

Appendix B

ORDER

THE COURT:

The court has read and considered the petition for writ of mandate filed February 13, 2026. The petition is denied. Petitioner fails to demonstrate the respondent court erred in denying its motion to quash service of summons.

s/ Hoffstadt	s/ Baker	s/ Moor
HOFFSTADT, P.J.	BAKER, J.	MOOR, J.

APPENDIX C — NOTICE OF FILING OF PETITION FOR WRIT OF MANDATE, SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, FILED FEBRUARY 18, 2026

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SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES SPRING STREET COURTHOUSE

JCCP No. 5378
Case No. 30-2024-01439369-CU-TT-CXC

Assigned to Coordination Judge,
Hon. Elihu M. Berle, Dept. 6

Appendix C

COORDINATED PROCEEDING SPECIAL TITLE
(Rule 3.550)

SILICOSIS CASES

GERARDO RAMIREZ-SORIANO, DECEASED; EUFROCINA SANCHEZ-REYES, AS SUCCESSOR-IN-INTEREST TO AND WRONGFUL DEATH HEIR OF GERARDO RAMIREZ-SORIANO, DECEASED, *et al.*,

Plaintiffs,

v.

ANTOLINI LUIGI & C.S.P.A. *et al.*,

Defendants.[1]

NOTICE OF FILING OF PETITION FOR WRIT OF MANDATE

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1. EVELIN LISETH GONZALEZ RODRIGUEZ et al., v. ARCHITECTURAL SURFACES GROUP, LLC, et al., Case No. 23STCV29755; RICARDO JIMENEZ SOLARES ROSALES and LUZ MARIA RUIZ REYES v. ALL NATURAL STONE BERKELEY, INC. et. al., Case No. CGC-25-624256; URIEL SALAMANCA LOPEZ and DANIELA RODRIGUEZ v. ALL NATURAL STONE BERKELEY, INC. et. al., Case No. CGC-24-619618; JOSE LUIS MARTIR-NAVARRO and SILVIA REBECA GUDIEL GARCIA, v. ALPHA TILE & STONE, INC., et al., Case No. 30-2023-01370092; PEDRO LUZAN JUAREZ and KARIN LUZAN,v. ARCHITECTURAL SURFACES GROUP LLC; et al., Case No. 25STCV233176; ANGEL SANTOS TREJO v. AAROHA RADIANT MARBLE & GRANITE SLABS; et al., Case No. 25STCV25790

Appendix C

Complaint Filed:	November 12, 2024
FAC Filed:	March 19, 2025
Trial Date:	April 14, 2026

TO THIS HONORABLE COURT AND ALL PARTIES AND THEIR COUNSEL OF RECORD:

On February 12, 2026, Caesarstone LTD, through its appellate counsel at Kahana Feld LLP, filed a Petition for Writ of Mandate, Prohibition and/or Other Appropriate Relief filed by Caesarstone LTD in the Court of Appeal, Second Appellate District, Case No. B 352374 ("Writ Petition").

The Writ Petition seeks a peremptory writ of mandate directing this Court to vacate its January 13, 2026 order denying Caesarstone LTD's Motion to Quash Service of Process, and raises dispositive issues of law regarding the validity of service on an Israeli corporation without compliance with the Hague Service Convention and the sufficiency of plaintiffs' evidence of personal jurisdiction.

DATED: February 18, 2026

LYDECKER

By: /s/____________________________
Dianna Albini
Jane Braugh
Attorneys for Specially Appearing
Defendant Caesarstone LTD

APPENDIX D — MINUTE ORDER OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES, CIVIL DIVISION, FILED JANUARY 13, 2026

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES
Civil Division
Central District, Spring Street Courthouse,
Department 6

CGC-25-624256

RICARDO JIMENEZ SOLARES ROSALES

vs.

ALL NATURAL STONE BERKELEY, INC.

Judge: Honorable Elihu M. Berle
Judicial Assistant: P. Herrera
Courtroom Assistant: M. Molinar
CSR: George Aguilar, CSR # 14142
ERM: None
Deputy Sheriff: None

January 13, 2026
10:00 AM

NATURE OF PROCEEDINGS: Hearing on Motion to Quash Service of Summons (Ramirez Soriano – 30-2024-01439369)

The matter is called for hearing.

Pursuant to Government Code sections 68086, 70044, California Rules of Court, rule 2.956, and the stipulation of appearing parties, George Aguilar, CSR # 14142, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matter is called for hearing.

The Motion to Quash is heard and argued in the following cases:

1. Gerardo Ramirez-Soriano v. Antolini Luigi & C.S.P.A. (30-2024-01439369-CU-TT-CXC)

2. Evelin Liseth Gonzalez Rodriguez v. Architectural Surfaces Group, LLC (23STCV29755)

3. Solares Rosales v. All Natural Stone Berkeley, Inc. (CGC-25-624256)

4. Uriel Salamanca Lopez v. All Natural Stone Berkeley, (CGC-24-619618)

5. Jose Luis Martir Navarro v. Anaheim Stone Works Inc. (30-2023-01370092-CU-TT-CXC)

6. Pedro Luzan Juarez v. Architectural Surfaces Group, LLC (25STCV23176)

7. Angel Santos Trejo v. Aaroha Radiant Marble & Granite Slabs (25STCV25790)

After reviewing and considering all moving documents, and arguments of counsel, the Court rules as follows:

The Hearing on Motion to Quash Service of Summons (Ramirez Soriano – 30-2024-01439369) scheduled for 01/13/2026 is 'Held – Motion Denied' for case 30-2024-01439369-CU-TT-CXC.

Defendant Caesarstone LTD is ordered to file an answer to the complaint in all seven cases by February 12, 2026.

Plaintiff is directed to give notice and post a copy of same on the parties' electronic service website.

A copy of this minute order will append to the following coordinated cases under JCCP5378:23STCV29755, 25STCV23176, 25STCV25790, 30-2023-01370092-CU-TT-CXC, 30-2024-01439369-CU-TT-CXC, CGC-24-619618, and CGC-25-624256.

APPENDIX E — CAESARSTONE TRANSCRIPT OF ORAL DECISION (MOTION COURT LEVEL)

SUPERIOR COURT OF THE
STATE OF CALIFORNIA FOR THE
COUNTY OF LOS ANGELES
DEPARTMENT 6

JCCP5378

IN RE: THE SILICOSIS CASES.

HON. ELIHU M. BERLE, JUDGE

REPORTER'S TRANSCRIPT OF PROCEEDINGS

TUESDAY, JANUARY 13, 2026

[2][TABLES INTENTIONALLY OMITTED]

[3]THE COURT: CALLING THE JUDICIAL COUNCIL COORDINATE PROCEEDING, THE SILICOSIS CASES. I HAVE RECEIVED A PROPOSED ORDER FOR THE APPOINTMENT OF GEORGE AGUILAR AS THE COURT REPORTER PRO TEM.

ANY OBJECTIONS?

MS. ALBINI: NO, YOUR HONOR.

THE COURT: NOT HEARING ANY OBJECTIONS, GEORGE AGUILAR IS HEREBY APPOINTED COURT REPORTER PRO TEM. GOOD MORNING.

THE COURT REPORTER: GOOD MORNING, YOUR HONOR.

THE COURT: ALL RIGHT.

THE MATTER ON CALENDAR TODAY IS THE HEARING ON THE MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL JURISDICTION BY DEFENDANT CAESARSTONE.

DOES ANYONE WISH TO BE HEARD ON THIS MOTION?

MS. ALBINI: I DO, YOUR HONOR. DIANNA ALBINI ON BEHALF OF CAESARSTONE.

[4]THE COURT: YES, PLEASE, PROCEED.

MS. ALBINI: THERE'S ACTUALLY THREE ISSUES HERE, YOUR HONOR. THE FIRST IS THAT THE ATTEMPTED SERVICE OF CAESARSTONE LIMITED THROUGH ITS SUBSIDIARY CAESARSTONE USA IN NORTH CAROLINA IS VOID. THE SECOND ISSUE IS PERSONAL JURISDICTION.

AND THEN THE THIRD ISSUE THAT I'D LIKE TO BRING TO THIS COURT'S ATTENTION IS THE DUE PROCESS, THAT REGARDLESS OF HOW THIS COURT RULES TODAY, THERE ARE THREE PREFERENCE CASES SET FOR TRIAL CURRENTLY, TWO OF WHICH ARE SET

TO START ON APRIL 14TH IN THE MATTER OF GERARDO RAMIREZ-SORIANO, CASE NUMBER 30-2024-01439369, AND THE SECOND IS EVELIN LISETH GONZALEZ RODRIGUEZ, CASE NUMBER 23STCV29755.

CAESARSTONE LIMITED HAS NOT APPEARED IN THE CASE. IF THIS COURT WERE TO RULE TODAY THAT SERVICE DOES NOT NEED TO BE COMPLETED THROUGH THE HAGUE, CAESARSTONE LIMITED'S ANSWER WOULD NOT BE DUE UNTIL FEBRUARY 2, 2026, AFTER DISCLOSURE OF EXPERTS AND PERTINENT FACTS, FACT WITNESS DEADLINE. CAESARSTONE WILL NOT HAVE 120 DAYS, PURSUANT TO CCP 36, BY THE TIME THEY ANSWER AND THE TRIAL DATE.

THE COURT: AND THOSE ARE JURISDICTIONAL ARGUMENTS?

MS. ALBINI: ABSOLUTELY JURISDICTIONAL.

THE COURT: OKAY.

MS. ALBINI: SO IF I COULD JUST GO BACK TO -- I JUST, KIND OF, WANTED TO OUTLINE MY ARGUMENT. THE FIRST [5]ARGUMENT IS CAESARSTONE LIMITED, AS MR. METZGER HAS DONE IN THE PAST, HAS BEEN SERVED WITH THE HAGUE. THEY'RE AN ISRAELI CORPORATION THAT HAS A WHOLLY OWNED

SUBSIDIARY IN THE UNITED STATES. BUSINESS TRANSACTED IN THE UNITED STATES IS THEN SERVED THROUGH CAESARSTONE USA.

CAESARSTONE LIMITED DOES NOT HAVE A PLACE OF BUSINESS IN CALIFORNIA, DOES NOT HAVE EMPLOYEES IN CALIFORNIA, HAS NOT DESIGNATED WITH THE SECRETARY OF STATE AN AGENT FOR SERVICE OF PROCESS IN CALIFORNIA.

THE PLAINTIFFS SEEM TO BE FOCUSING ON THE SCC FILINGS AND THE FORMS, F-20 SPECIFICALLY. AND IF YOU LOOK AT THE PURPOSE OF THE SCC FILINGS, THERE IS A REQUIREMENT FOR FOREIGN CORPORATIONS TRADING ON THE SCC TO HAVE AN AGENT FOR SERVICE OF PROCESS.

THE AGENT FOR SERVICE OF PROCESS IN THE SCC-RELATED MATTERS -- SHAREHOLDER DISPUTES, DERIVATIVE ACTIONS, COMMUNICATIONS WITH THE SCC -- CAESARSTONE USA WAS APPOINTED IN THAT LIMITED CAPACITY ONLY.

THE COURT: AND WHO DECIDES IT'S ONLY A LIMITED CAPACITY?

MS. ALBINI: IF YOU LOOK AT THE HISTORY OF THE SCC, THE FEDERAL REGULATIONS CITED IN MY BRIEFS, AND I CAN PULL THEM

UP FOR YOU, CAESARSTONE -- IF YOU TAKE IT TO THE EXTREME, ANY FOREIGN CORPORATION MAKING A PUBLIC OFFERING WOULD SUBJECT ITSELF TO JURISDICTION IN EVERY COUNTY, IN EVERY STATE IN EVERY TERRITORY IN THE UNITED STATES, AND THAT IS NOT THE PREMISE --

THE COURT: ISN'T THAT A BUSINESS DECISION?

[6]MS. ALBINI: WE'RE GETTING OFF TRACK. THE SCC IS VERY SPECIFIC IN WHAT THE PURPOSE OF APPOINTING AN AGENT FOR SERVICE OF PROCESS IS FOR. IT'S FOR SCC-RELATED MATTERS. THIS IS NOT AN SCC-RELATED MATTER, SO THE HAGUE CONVENTION APPLIES.

THE COURT: SO YOU'RE SAYING THE SCC WILL CONTROL THE DESIGNATION OF AN AGENT?

MS. ALBINI: NO. I'M SAYING IN CALIFORNIA, THE CORPORATE CODE 1505 CONTROLS THE AGENT IN CALIFORNIA. THE SCC DOES NOT CONTROL. CALIFORNIA IS VERY SPECIFIC. YOU SPECIFICALLY HAVE TO COMPLY WITH THAT CODE SECTION AND OTHER CORPORATE CODE SECTIONS TO APPOINT AN AGENT FOR SERVICE OF PROCESS.

CAESARSTONE LIMITED HAS NOT COMPLIED, HAS NOT, BECAUSE THEY DON'T NEED TO BECAUSE THEY DON'T HAVE A BUSINESS IN CALIFORNIA. CAESARSTONE USA HAS COMPLIED WITH CALIFORNIA CORPORATE CODE AND PROVIDED AN AGENT FOR SERVICE OF PROCESS BECAUSE CAESARSTONE USA DOES BUSINESS IN CALIFORNIA.

THE SCC DOES NOT CONTROL AND SUPERSEDE CALIFORNIA'S LAWS ON JURISDICTION. THE SCC DOES NOT SUPERSEDE THE HAGUE CONVENTION IN REQUIRING FOREIGN COMPANIES BE SERVED PROPERLY THROUGH THE TREATY, A TREATY THAT WAS BETWEEN COUNTRIES. SO SERVING A SUBSIDIARY IS NOT -- OF A FOREIGN CORPORATION IS NOT PROPER SERVICE, IT'S VOID.

THE LACK OF PERSONAL JURISDICTION. I'M JUST GOING TO -- IN ADDITION TO -- I JUST WANT TO POINT [7]ONE THING OUT. THERE ARE DECLARATIONS ATTACHED TO PLAINTIFFS' OPPOSITION THAT REFER TO BILLS OF LADING TO ESTABLISH PERSONAL JURISDICTION. I ALSO FILED OBJECTIONS. I DON'T KNOW IF THE COURT IS GOING TO RULE ON THOSE, HAS RULED ON THOSE.

EVEN IF YOU ACCEPT THE BILLS OF LADING, IT DOESN'T ESTABLISH WHO OWNED PRODUCT AT THE TIME IT ENTERED THE UNITED STATES.

WHAT THE BILL OF LADING SHOWS IS WHERE IT WAS SHIPPED FROM, WHO THE SHIPPER WAS, WHO THE IMPORTER WAS, BUT IT DOESN'T ESTABLISH WHO OWNED THE PRODUCT; AND, AGAIN, THE BIGGER ARGUMENT IS THE DUE PROCESS VIOLATIONS FOR THE PREFERENCE CASES.

SO IF THIS COURT IS INCLINED AT THIS POINT TO SAY SERVICE ON A SUBSIDIARY OF A FOREIGN CORPORATION DOES NOT REQUIRE THE HAGUE CONVENTION BUT RATHER CAN BE SERVED ON A SUBSIDIARY THAT HAS SEPARATE BOARDS, COMPLETELY SEPARATE CORPORATIONS, THEN I WOULD REQUEST THAT FOR THE PREFERENCE CASES, THE THREE PREFERENCE CASES WE HAVE, THAT CAESARSTONE LIMITED BE DISMISSED BECAUSE -- OR THE TRIAL CONTINUED IN THOSE CASES.

AND AS YOUR HONOR KNOWS FROM YESTERDAY, THERE'S THREE OTHER MATTERS FOR PREFERENCE THAT ARE GOING TO BE HEARD ON JANUARY 20TH THAT, DEPENDING UPON WHAT THE COURT DOES, CAESARSTONE LIMITED MAY OR MAY NOT HAVE THAT 120 DAYS PURSUANT TO CCP SECTION 36.

THE COURT: I THINK THE ISSUE OF WHETHER CAESARSTONE IS PROPERLY ADDED TO THOSE CASES AND GIVEN THE TIME CONSTRAINTS IN TERMS OF WHAT

WOULD HAPPEN IN [8]THOSE PROCEEDINGS, I THINK THAT'S A DIFFERENT ISSUE FROM JURISDICTION.

ALL RIGHT, THANK YOU.

PLAINTIFF?

MR. METZGER: YES, YOUR HONOR. RAPHAEL METZGER FOR THE PLAINTIFFS. SO CAESARSTONE LIMITED IS THE MANUFACTURER OF ALL OF THE ARTIFICIAL STONE SLABS THAT WERE SHIPPED TO CALIFORNIA FROM HAIFA, THE PORT IN ISRAEL, INTO THE PORTS OF LONG BEACH, LOS ANGELES, AND OAKLAND OVER THE LAST QUARTER OF A CENTURY.

NOW, AS FAR AS THE HAGUE CONVENTION, THE HAGUE CONVENTION HAS NO APPLICATION UNLESS PAPERS ARE TRANSMITTED ABROAD. THEY WERE NOT TRANSMITTED ABROAD. THEY WERE TRANSMITTED FROM MY OFFICE TO NORTH CAROLINA WHERE THEY WERE SERVED, SO THE HAGUE CONVENTION SIMPLY DOES NOT APPLY.

AS FAR AS SERVICE ON CAESARSTONE USA, THAT WAS ENTIRELY PROPER BECAUSE WHEN CAESARSTONE LIMITED, THE FOREIGN CORPORATION, DECIDED TO GO PUBLIC AND PURCHASED ALL OF THE STOCK AND OWNERSHIP OF CAESARSTONE USA, IT HAD TO

DO THAT AS PART OF THE PROCESS, IT BECAME THE -- SO CAESARSTONE USA AT THAT POINT BECAME A WHOLLY-OWNED SUBSIDIARY.

THE SCC REQUIRED CAESARSTONE LIMITED, THE FOREIGN COMPANY, TO DESIGNATE AN AGENT FOR SERVICE OF PROCESS. AND PART OF THE REASON IT DID THAT WAS IN THE INITIAL OFFERING, CAESARSTONE LIMITED ACKNOWLEDGED SILICOSIS LAWSUITS, MANY OF THEM ALREADY FILED AGAINST [9]THE COMPANY.

AND THEY HAVE TO DISCLOSE ALL OF THAT BECAUSE THE ONE TIME THAT A COMPANY WILL ACTUALLY MAKE DISCLOSURES AGAINST ITS INTEREST IS WHEN THEY'RE APPLYING FOR SECURITIES REGISTRATION BECAUSE IF THEY DON'T, THEN THEY CAN GET SUED FOR SECURITIES FRAUD.

NOW, IN THEIR INITIAL DOCUMENTS FILED, CAESARSTONE LIMITED WROTE, "WE HAVE IRREVOCABLY APPOINTED CAESARSTONE USA AS OUR AGENT FOR SERVICE OF PROCESS IN ANY ACTION AGAINST US IN ANY UNITED STATES FEDERAL OR STATE COURT."

THEY DID THAT IN 2014, AND THEY DID IT AGAIN JUST THIS LAST YEAR. THEY'VE DONE IT CONSISTENTLY. SO THEY HAVE APPOINTED CAESARSTONE USA AS THEIR AGENT FOR

SERVICE OF PROCESS, AND THAT IS WHO WE SERVED.

NOW, COUNSEL IS SAYING, WELL, UNDER THE SCC RULES, THE SCC ONLY CARES ABOUT CASES THAT INVOLVE PUBLIC OFFERINGS AND SECURITIES FRAUD VIOLATIONS.

HOWEVER, CAESARSTONE LIMITED, IN SUBMITTING ITS DOCUMENTATION, ITS REPORTS TO THE SECURITIES AND EXCHANGE COMMISSION, THEY WENT BEYOND WHAT MAY HAVE BEEN NECESSARY BECAUSE THEY WROTE THAT THEY'RE "IRREVOCABLY APPOINTING CAESARSTONE USA AS AGENT FOR SERVICE OF PROCESS IN ANY ACTION AGAINST US IN ANY UNITED STATES FEDERAL OR STATE COURT."

THIS IS A STATE COURT ACTION, AND IT WOULD MAKE NO SENSE AS COUNSEL IS CLAIMING THAT SOMEHOW THIS [10]MEANS ONLY SECURITIES-RELATED MATTERS BECAUSE FEDERAL SECURITIES-RELATED MATTERS HAVE TO BE FILED IN FEDERAL COURT. STATE COURTS HAVE NO JURISDICTION WHATSOEVER OVER FEDERAL SECURITIES ACTIONS.

SO PERHAPS THEY DIDN'T NEED TO INCLUDE THE LANGUAGE "AGAINST US IN ANY STATE COURT," BUT THEY DID. AND IT'S A CRIME TO LIE TO THE SCC IN SUBMITTING THESE DOCUMENTS, THESE ANNUAL REPORTS TO THE SCC.

BECAUSE IT'S A CRIME, THE COURT CANNOT AND SHOULD NOT CREDIT THE STATEMENT OF THE OFFICER OF CAESARSTONE LIMITED THAT IN FACT THEY NEVER APPOINTED CAESARSTONE USA AS THEIR DESIGNATED AGENT FOR SERVICE OF PROCESS.

THAT CAN'T BE CREDITED BECAUSE THAT'S ASKING THE COURT TO ACCEPT A LIE TO THE SCC AS BEING TRUE. SO THEY DID DESIGNATE CAESARSTONE USA AS THEIR AGENT FOR SERVICE OF PROCESS FOR ANY ACTION IN ANY STATE COURT, WHICH INCLUDES THIS ACTION.

WE MADE COPIES OF ALL 265 COMPLAINTS. IT WAS A HUGE AMOUNT OF PAPER. OUR PROCESS SERVER IN NORTH CAROLINA AT CHARLOTTE SHOWED UP AT THE CORPORATE OFFICE OF CAESARSTONE USA AND PERSONALLY SERVED ALL OF THESE COMPLAINTS ON THE PRESIDENT OF CAESARSTONE USA ON BEHALF OF CAESARSTONE LIMITED.

WE SERVED CAESARSTONE LIMITED BY DELIVERING THE COMPLAINTS TO THE DESIGNATED AGENT FOR SERVICE OF PROCESS, WHICH WAS CAESARSTONE USA, AND GIVING THEM TO THE PRESIDENT OF THAT COMPANY WHO'S AUTHORIZED TO ACCEPT [11]THOSE ON BEHALF OF THAT COMPANY; SO SERVICE IS ENTIRELY PROPER.

NOW, AS FAR AS THE ISSUES, COUNSEL IS SAYING, “WELL, WE DON’T -- CAESARSTONE LIMITED HAS NEVER HAD AN OFFICE IN THE STATE OF CALIFORNIA. IT DOESN’T HAVE ANY EMPLOYEES HERE.”

ALL OF THAT IS FINE. WE’RE NOT CONTENDING THAT THERE IS GENERAL JURISDICTION, WE’RE CONTENDING THAT THERE IS LIMITED JURISDICTION. AND THE LIMITED JURISDICTION EXISTS BECAUSE CAESARSTONE LIMITED, FOR A QUARTER OF A CENTURY, SHIPPED ITS LETHAL PRODUCTS INTO CALIFORNIA PORTS.

THAT IS SPECIFICALLY DIRECTING THEIR BUSINESS AND THEIR PRODUCTS TO THIS STATE. IT’S NOT INCIDENTAL OR ISOLATED. THEY SHIPPED TONS AND TONS OF THESE SLABS INTO OUR CALIFORNIA PORTS OVER THE LAST QUARTER OF A CENTURY.

WE’VE DOCUMENTED THAT THROUGH THE IMPORT GENIUS DOCUMENTATION. WE’VE PROVIDED AUTHORITIES THAT SINCE THAT DOCUMENTATION IS PROVIDED BY HOMELAND SECURITY, IT IS RELIABLE. WE HAVE CASES THAT SAY THAT.

SO THEY SHIPPED IT ALL HERE, AND IT CAUSED THE CURRENT EPIDEMIC IN THIS STATE, WHICH NOW -- I LEARNED AS OF YEAR

END 2025, IT WAS 466 CASES OF SILICOSIS, AND AS OF THIS MORNING, IT'S NOW INTO THE 480'S.

SO THESE COMPLAINTS WERE PROPERLY SERVED. WE FILED OBJECTIONS TO THE DECLARATIONS OF THE [12]DECLARANTS WHO SIMPLY MADE CONCLUSORY STATEMENTS CONTRARY TO WHAT THEY REPRESENTED TO THE SECURITIES AND EXCHANGE COMMISSION. I WOULD ASK THAT THE COURT DENY THE MOTIONS TO QUASH.

AS FAR AS THE PREFERENCE CASES, I AGREE WITH YOUR HONOR, THAT IS NOT A JURISDICTIONAL ISSUE. IT'S NOT BEFORE THE COURT RIGHT NOW. WE HAVE SUBMITTED REPORTS REGARDING THE PREFERENCE CASES. THERE'S THREE OF THEM, AND THE COURT WILL BE TAKING THAT UP ON JANUARY 20TH.

AND IF THE COURT DETERMINES THAT CAESARSTONE LIMITED CANNOT BE IN ONE OR MORE OF THOSE PREFERENCE CASES, THEN THAT WILL BE THE COURT'S RULING. BUT AS FAR AS THE OTHER 262 CASES, THE COURT HAS JURISDICTION. THE COURT HAS JURISDICTION OVER ALL 265. WHETHER WE CAN PROCEED AGAINST CAESARSTONE LIMITED IN THE THREE PREFERENCE CASES, THE COURT WILL DETERMINE.

THANK YOU, YOUR HONOR.

THE COURT: THANK YOU, COUNSEL.

DEFENDANT, ANY LAST WORD?

MS. ALBINI: YES, YOUR HONOR, A FEW THINGS. THE BILL OF LADING AND THE LENGTHY DESCRIPTION OF THE TRANSFER OF SLABS TO THE UNITED STATES DO NOT ESTABLISH THE TITLE TO THOSE SLABS OCCURRED IN THE UNITED STATES.

AS FAR AS THE PREFERENCE CASES, YOUR HONOR, TWO OF THE PREFERENCE CASES THAT ARE CURRENTLY SET FOR TRIAL ARE THE SUBJECT OF THIS MOTION. THIS MOTION WAS FILED, I BELIEVE, PRIOR TO THE SETTING OF THOSE [13]PREFERENCE CASES, SO THIS IS BEFORE THE COURT BECAUSE IT IS A DUE PROCESS ARGUMENT.

THE TRIAL IS LESS THAN 120 DAYS FOR CAESARSTONE IF THE COURT DETERMINES THAT THE HAGUE CONVENTION DOES NOT -- THAT MR. METZGER DOES NOT NEED TO SERVE CAESARSTONE IN THOSE CASES THROUGH THE HAGUE CONVENTION.

I CAN DEFER THE OTHER THREE CASES THAT THE COURT IS CONSIDERING ON JANUARY 20TH, I'M HAPPY TO DO THAT, BUT THE ARGUMENT IS THE SAME. CAESARSTONE LIMITED WILL NOT HAVE 120 DAYS IF THE COURT SETS THE MATTER

CONSISTENT WITH WHAT THE COURT HAS DONE IN THE PAST.

I ALSO OBJECT -- AND I'D LIKE -- CAESARSTONE LIMITED IS NOT AND HAS NOT COMMITTED A CRIME. I THINK THAT THE HISTORY, THE LEGISLATION, THE ANALYSIS, AND BASIS BEHIND HAVING AN AGENT FOR SERVICE OF PROCESS APPOINTED BY THE SCC IS VERY CLEAR.

AND MR. METZGER EVEN SAID, THE SCC REQUIRES AN AGENT FOR SERVICE OF PROCESS TO BE APPOINTED FOR SCC MATTERS. IF YOU HAVE A FOREIGN CORPORATION --

THE COURT: WHAT IS YOUR RESPONSE TO PLAINTIFFS' ARGUMENT THAT THE APPOINTMENT OF AGENTS FOR SERVICE OF PROCESS INCLUDES SERVICE IN ANY CASES IN ANY STATE OR FEDERAL COURT?

MS. ALBINI: RELATED TO -- I'M SORRY, I DIDN'T MEAN TO CUT YOU OFF.

THE COURT: NO, GO AHEAD.

MS. ALBINI: RELATED TO SCC MATTERS. THAT [14]STATEMENT DOES NOT OPEN IT UP TO ANY UNRELATED MATTER. AND THE REFERENCE TO THE SILICOSIS CASES, AS MR. METZGER IS AWARE, IS REQUIRED WITH ANY

CORPORATE DOCUMENT FILING; SO THAT IS SIMPLY A RED HERRING.

THE ISSUE IS THIS IS A FOREIGN CORPORATION THAT HAS A TREATY THROUGH THE HAGUE BETWEEN ISRAEL AND THE UNITED STATES. THE CASES AND -- THE FEDERAL CASES THAT PLAINTIFF LODGED WITH THE COURT, ALL OF THOSE CASES DISCUSS THE HAGUE.

NONE OF THEM REFER TO SERVICE THROUGH A SUBSIDIARY USING THE SCC AS A BASIS FOR THAT. THIS IS A WHOLLY OWNED SUBSIDIARY, COMPLETELY SEPARATE. YOU HEARD MR. METZGER SAY THAT THE PRESIDENT OF CAESARSTONE USA WAS WHO THEY SERVED.

WE'RE NOT CONTENDING THAT THEY HAVE THE RIGHT TO SERVE CAESARSTONE USA AT CAESARSTONE USA'S HEADQUARTERS, WE'RE CONTENDING THAT THEY NEED TO COMPLY WITH THE HAGUE, WHICH THEY'VE DONE IN THE PAST IN SOME OF THE PRE-2024 CASES THAT ARE -- WHERE INITIALLY THE STAY WAS LIFTED, MR. METZGER SERVED THEM THROUGH THE HAGUE. THAT WAS AFTER THE PUBLIC OFFERING BECAUSE THE HAGUE IS HOW THE INTERNATIONAL FOREIGN CORPORATION NEEDS TO BE SERVED.

THANK YOU, YOUR HONOR.

THE COURT: ALL RIGHT, THANK YOU.

ALL RIGHT.

THE MOTION BEFORE THE COURT IS A MOTION TO QUASH SERVICE OF SUMMONS FOR LACK OF PERSONAL [15]JURISDICTION FILED BY DEFENDANT CAESARSTONE LIMITED, AND THE MOTION HAS BEEN FILED IN RELATING TO THE FOLLOWING CASES:

RAMIREZ-SORIANO VERSUS ANTOLINI LUIGI, CASE NUMBER 30-2024-01439369-CU-TT-CXC;

GONZALEZ RODRIGUEZ VERSUS ARCHITECTURAL SURFACES, CASE NUMBER 23STCV29755;

ROSALES VERSUS ALL NATURAL STONE BERKELEY, INC., CGC-25-624256;

LOPEZ VERSUS ALL NATURAL STONE BERKELEY, INC., CGC-24-619618;

NAVARRO -- MARTIR-NAVARRO VERSUS ANAHEIM STONE WORKS, 30-2023-01370092-CU-TT-CXC;

JUAREZ VERSUS ARCHITECTURAL SURFACES, 25STCV23176;

AND TREJO VERSUS AAROHA RADIANT MARBLE, 25STCV25790.

DEFENDANT ARGUES THAT IT IS NOT SUBJECT TO GENERAL OR SPECIFIC JURISDICTION IN CALIFORNIA BECAUSE, AMONG OTHER THINGS, DEFENDANT IS AN ISRAELI COMPANY WITH NO PRESENCE IN THE UNITED STATES.

SECONDLY, THE DEFENDANT WAS NOT SERVED IN ACCORDANCE WITH THE HAGUE SERVICE CONVENTION AS REQUIRED.

THIRD, PLAINTIFFS CANNOT MEET THEIR BURDEN TO ESTABLISH THAT THE COURT HAS GENERAL OR SPECIFIC JURISDICTION OVER CAESARSTONE LTD.

[16]AND, FOURTH, EXERCISED JURISDICTION OVER DEFENDANTS WOULD BE INCONSISTENT WITH TRADITIONAL NOTIONS OF FAIR PLAY AND SUBSTANTIAL JUSTICE.

FIRST, DEFENDANT ARGUES THAT IT WAS NOT PROPERLY SERVED AS A FOREIGN CORPORATION ACCORDING TO THE HAGUE CONVENTION PROCEDURES.

THE HAGUE SERVICE CONVENTION WAS ADOPTED IN 1964 BY THE 10TH SESSION OF THE HAGUE CONFERENCE ON PRIVATE INTERNATIONAL LAW DESIGNED TO SIMPLIFY SERVICE ABROAD, ENSURING THAT FOREIGN DEFENDANTS RECEIVE ACTUAL AND TIMELY NOTICE AND ESTABLISH RELIABLE

METHODS FOR PROVING SERVICE, CITING VOLKSWAGENWERK VERSUS SCHLUNK, 486 U.S. 694, 1988.

HOWEVER, THERE IS NO NECESSITY TO SERVE PAPERS ABROAD UNDER THE HAGUE CONVENTION PROCEDURES IF THE FOREIGN COMPANY HAS A LOCAL SUBSIDIARY, CITING VOLKSWAGENWERK AKTIENGESELLSCHAFT VERSUS SCHLUNK, 1988 486 U.S. 694, STATING:

> "WHERE SERVICE ON A DOMESTIC AGENT IS VALID "AND COMPLETE UNDER BOTH STATE LAW AND DUE "PROCESS CLAUSE, THE HAGUE SERVICE "CONVENTION HAS NO FURTHER IMPLICATIONS. "THE DUE PROCESS CLAUSE DOES NOT REQUIRE AN "OFFICIAL TRANSMITTAL OF DOCUMENTS ABROAD "EVERY TIME THERE'S A SERVICE ON A FOREIGN "NATIONAL. THE INTERNAL LAW OF THE FORUM "DETERMINES WHETHER THERE IS AN OCCASION "FOR SERVICE ABROAD AS A THRESHOLD [17]"QUESTION. A LITIGANT MAY, CONSISTENT WITH "THE CONVENTION, SERVE PROCESS ON A FOREIGN "CORPORATION BY SERVING ITS WHOLLY OWNED "DOMESTIC SUBSIDIARY BECAUSE SUCH SERVICE "IS NOT SERVICE ABROAD WITHIN THE MEANING "OF ARTICLE ONE."

Appendix E

CITING DAEWOO MOTOR AMERICA, INC. VERSUS DONGBU FIRE INSURANCE FROM THE CENTRAL DISTRICT OF CALIFORNIA, 2001 289 F.SUPP.2D 1127, CALIFORNIA LAW PERMITS SERVICE OF PROCESS ON A FOREIGN CORPORATION BY DELIVERING TO ITS GENERAL MANAGER IN THE STATE UNDER CALIFORNIA CORPORATIONS CODE SECTION 2110 AND CCP SECTION 416.10(D). A LOCAL SUBSIDIARY OF A FOREIGN PARENT CORPORATION MAY BE DEEMED ITS GENERAL MANAGER IN THIS STATE.

RULE 4 OF THE NORTH CAROLINA RULES OF CIVIL PROCEDURE GOVERNS SERVICE OF PROCESS IN THE STATE OF NORTH CAROLINA. SUBSECTION (J)(6) OF RULE 4 PROVIDES FOR SERVICE OF PROCESS UPON A DOMESTIC OR FOREIGN CORPORATION BY DELIVERING A COPY OF THE SUMMONS AND OF THE COMPLAINT TO AN OFFICER, DIRECTOR, OR MANAGING AGENT OF THE CORPORATION OR BY LEAVING COPIES THEREOF IN THE OFFICE OF SUCH OFFICER, DIRECTOR, OR MANAGING AGENT WITH THE PERSON WHO'S APPARENTLY IN CHARGE OF THE OFFICE;

OR, B, BY DELIVERING A COPY OF THE SUMMONS AND THE COMPLAINT TO AN AGENT AUTHORIZED BY APPOINTMENT OR BY LAW TO BE SERVED OR TO ACCEPT SERVICE OF PROCESS OR BY SERVICE OF PROCESS UPON SUCH AGENT

OR THE PARTY IN [18]A MANNER SPECIFIED BY ANY STATUTE;

AND, C, BY MAILING A COPY OF THE SUMMONS AND OF THE COMPLAINT, REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE OFFICER, DIRECTOR, OR AGENT TO BE SERVED AS SPECIFIED IN PARAGRAPHS A AND B. THIS IS UNDER NORTH CAROLINA RULES OF CIVIL PROCEDURE SECTION 1A-1, SUBSECTION 4(J)(6).

PLAINTIFFS CONTEND THAT THEIR PROCESSOR SERVED CAESARSTONE LIMITED BY PERSONALLY SERVING CAESARSTONE USA, INC'S AGENT FOR SERVICE OF PROCESS AT THE CORPORATE HEADQUARTERS OF CAESARSTONE USA, INC. IN CHARLOTTE, NORTH CAROLINA BY DELIVERING SUMMONSES AND COMPLAINTS AGAINST CAESARSTONE LIMITED IN 265 SILICOSIS CASES TO KOBI BRENNER, THE PRESIDENT OF CAESARSTONE USA, INC.

PLAINTIFFS CONTEND THAT SINCE MR. BRENNER IS PRESIDENT OF CAESARSTONE USA, INC., HE IS A PERSON WHO MAY BE SERVED ON BEHALF OF CAESARSTONE LIMITED IN COMPLIANCE WITH CCP SECTION 416.10(B) BECAUSE CAESARSTONE USA, INC. IS CAESARSTONE LIMITED'S AGENT FOR SERVICE OF PROCESS FOR ALL LAWSUITS FILED AGAINST CAESARSTONE LIMITED IN THE UNITED STATES.

PLAINTIFFS FURTHER CONTEND THAT BECAUSE MR. BRENNER IS THE PRESIDENT OF CAESARSTONE USA, INC., CAESARSTONE LIMITED'S WHOLLY OWNED DOMESTIC SUBSIDIARY, CAESARSTONE LIMITED HAS ALSO BEEN SERVED VIA SERVICE ON ITS SUBSIDIARY.

[19]DEFENDANT ARGUES THAT PLAINTIFFS' SERVICE AMONGST CAESARSTONE LIMITED AT CAESARSTONE USA'S OFFICE IN NORTH CAROLINA DOES NOT COMPLY WITH THE HAGUE CONVENTION BECAUSE CAESARSTONE IS A SEPARATE AND DISTINCT CORPORATE ENTITY FROM CAESARSTONE LIMITED AND NOT AUTHORIZED TO RECEIVE SERVICE OF SUMMONS OF CAESARSTONE LIMITED.

PLAINTIFFS CONTRADICT DEFENDANT'S ASSERTION THAT CAESARSTONE USA IS NOT AUTHORIZED TO RECEIVE SERVICE OF SUMMONS FOR CAESARSTONE LIMITED BY SUBMITTING INTO EVIDENCE SCC FILINGS FOR THE YEARS 2013 TO 2024 THAT STATE THAT CAESARSTONE LIMITED IRREVOCABLY APPOINTED CAESARSTONE USA AS AN AGENT FOR SERVICE OF PROCESS IN ANY ACTION AGAINST IT IN ANY UNITED STATES FEDERAL OR STATE COURT.

THE COURT CONCLUDES AND FINDS THAT CAESARSTONE LIMITED WAS PROPERLY SERVED THROUGH CAESARSTONE USA, WHICH IT HAS

IRREVOCABLY APPOINTED AS AN AGENT FOR SERVICE OF PROCESS IN ANY ACTION AGAINST CAESARSTONE LIMITED IN ANY UNITED STATES FEDERAL OR STATE COURT.

TURNING TO THE ISSUE OF PERSONAL JURISDICTION. CALIFORNIA COURTS MAY EXERCISE JURISDICTION OVER NONRESIDENTS ON ANY BASIS NOT INCONSISTENT WITH THE CONSTITUTION OF THIS STATE OR OF THE UNITED STATES.

“THE STATUTE MANIFESTS AN INTENT TO EXERCISE -- ” THIS IS UNDER CCP SECTION 410.10. “THE [20]STATUTE MANIFESTS AN INTENT TO EXERCISE THE BROADEST POSSIBLE JURISDICTION, LIMITED ONLY BY CONSTITUTIONAL CONSIDERATIONS,” CITING SIBLEY VERSUS SUPERIOR COURT, 1976 16 CAL.3D 442.

> “A STATE MAY CONSTITUTIONALLY EXERCISE “PERSONAL JURISDICTION OVER A NONRESIDENT “AS LONG AS THE NONRESIDENT HAS MINIMUM “CONTACTS WITH THAT FORUM SUCH THAT THE “MAINTENANCE OF THE SUIT DOES NOT OFFEND “TRADITIONAL NOTIONS OF FAIR PLAY AND “SUBSTANTIAL JUSTICE,” CITING THE CLASSIC CASE THAT EVERYONE STUDIED IN LAW SCHOOL, INTERNATIONAL SHOE VERSUS WASHINGTON, 1945 326 U.S. 310.

WHEN JURISDICTION IS CHALLENGED BY A NONRESIDENT DEFENDANT, THE BURDEN OF PROOF IS ON THE PLAINTIFF TO DEMONSTRATE THAT SUFFICIENT MINIMAL CONTACTS EXIST BETWEEN THE DEFENDANT AND THE FORUM STATE TO JUSTIFY IN POSITION OF PERSONAL JURISDICTION.

IN THE MINIMUM CONTACTS NOW, THESE COURTS HAVE IDENTIFIED TWO TYPES OF PERSONAL JURISDICTION, GENERALLY JURISDICTION AND SPECIFIC JURISDICTION. GENERAL JURISDICTION MAY EXIST IF DEFENDANT'S CONTACTS WITH THE FORUM STATE ARE SUBSTANTIAL, CONTINUOUS, AND SYSTEMATIC.

IN THIS CASE, THE PLAINTIFF DOES NOT SET FORTH ANYTHING REGARDING GENERAL JURISDICTION AND SEEKS ONLY TO ESTABLISH SPECIFIC JURISDICTION, AND, THEREFORE, [21] THE COURT WILL FOCUS ONLY ON THE LATTER.

SPECIFIC JURISDICTION EXISTS WHEN THE DEFENDANT HAS PURPOSEFULLY DIRECTED ITS ACTIVITIES TO THE FORUM STATE AND A LITIGATION ARISES OUT OF, OR RELATES TO, THOSE ACTIVITIES. SPECIFIC JURISDICTION REQUIRES A SUFFICIENT CONNECTION BETWEEN THE DEFENDANT, THE STATE, AND THE LITIGATION.

Appendix E

A COURT MAY EXERCISE SPECIFIC JURISDICTION OVER A NONRESIDENT DEFENDANT ONLY IF, ONE, THE DEFENDANT HAS PURPOSEFULLY AVAILED ITSELF OF FOREIGN BENEFITS;

TWO, THE CONTROVERSIES RELATED TO, OR ARISES OUT OF, DEFENDANT'S CONTACTS WITH THE FORUM;

AND, THREE, THE ASSERTION OF PERSONAL JURISDICTION WOULD COMPORT WITH FAIR PLAY AND SUBSTANTIAL JUSTICE.

AN OUT-OF-STATE DEFENDANT PURPOSEFULLY AVAILS ITSELF OF A FORUM STATE'S BENEFITS IF IT, ONE, PURPOSEFULLY DIRECTS ITS ACTIVITIES OF THE FORUM STATE'S RESIDENTS;

TWO, PURPOSEFULLY DERIVES A BENEFIT FROM ITS ACTIVITIES IN THE FORUM STATE;

OR, THREE, PURPOSEFULLY INVOKES THE PRIVILEGES AND PROTECTIONS OF THE FORUM STATE'S LAWS BY PURPOSEFULLY ENGAGING IN SIGNIFICANT ACTIVITIES WITHIN THE FORUM STATE, OR PURPOSEFULLY CREATING AND CONTINUING CONTACTUAL OBLIGATIONS BETWEEN ITSELF AND THE RESIDENTS IN THE FORUM STATE.

[22]PURPOSEFUL AVAILMENT CAN OCCUR FROM AFAR. THE OUT-OF-STATE DEFENDANT'S PHYSICAL PRESENCE IN THE FORUM STATE IS NOT REQUIRED. HOWEVER, AN OUT-OF-STATE DEFENDANT'S CONDUCT TOWARD THE FORUM STATE OR ITS RESIDENTS IS RELEVANT TO THE JURISDICTIONAL ANALYSIS ONLY IF THAT CONDUCT IS PURPOSEFUL, DELIBERATE, AND INTENTIONAL.

AN OUT-OF-STATE DEFENDANT'S CONTACT WITH THE FORUM STATE THAT IS RANDOM, GRATUITOUS, OR ATTENUATING IS NOT ENOUGH. THAT IS WHY THE MERE FACT THAT THE OUT-OF-STATE DEFENDANT'S CONDUCT HAS SOME EFFECT ON A CALIFORNIA RESIDENT IS NOT ENOUGH BY ITSELF TO CONSTITUTE PURPOSEFUL AVAILMENT. INSTEAD, TO COUNT, THAT EFFECT MUST BE INTENDED.

IN THIS CASE, DEFENDANT ARGUES THAT CAESARSTONE LIMITED DID NOT PURPOSEFULLY AVAIL ITSELF OF THE BENEFITS OF CALIFORNIA LAWS SINCE IT DID NOT INTENTIONALLY DIRECT ACTIVITIES AT THE STATE.

RATHER, CAESARSTONE LIMITED AIMED ITS COMMERCIAL ACTIVITIES AT THE BROADER UNITED STATES MARKET WITH NO INTENTION OR EXPECTATION THAT ITS PRODUCTS WOULD BE SPECIFICALLY DISTRIBUTED IN CALIFORNIA.

PLAINTIFFS ARGUE THAT DEFENDANT'S PURPOSEFULLY AVAILED ITSELF OF CALIFORNIA BY SHIPPING ITS ARTIFICIAL STONE PRODUCTS DIRECTLY TO CALIFORNIA PORTS OVER THE COURSE OF AT LEAST 18 YEARS, THEREBY SPECIFICALLY DIRECTING ITS BUSINESS ACTIVITIES TO [23]CALIFORNIA.

PLAINTIFFS PRIMARILY CITE BILL OF LADING SHIPPING RECORDS FOR WHICH CAESARSTONE LIMITED OR CAESARSTONE SDOT-YAM LTD IS LISTED AS THE SHIPPER AND FOR WHICH DESTINATIONAL PORT WAS EITHER OAKLAND, CALIFORNIA, LOS ANGELES, CALIFORNIA, OR LONG BEACH, CALIFORNIA TO ESTABLISH ITS PURPOSEFUL AVAILMENT OF CALIFORNIA.

BASED ON THESE RECORDS, PLAINTIFFS CONTEND THAT BETWEEN JANUARY 3, 2007, AND DECEMBER 1, 2025, CAESARSTONE LIMITED MADE A TOTAL OF 4,205 SHIPMENTS INTO THOSE THREE CALIFORNIA PORTS.

CUMULATIVELY, PLAINTIFFS ARGUE THAT CAESARSTONE LIMITED'S 4,205 SHIPMENTS INTO CALIFORNIA FROM 2007 THROUGH 2005 TOTALED 512,301,631 POUNDS, OR 256,150 TONS.

CALIFORNIA LAW INDICATES THAT A MANUFACTURER'S MERE KNOWLEDGE OF THE LIKELIHOOD THAT A PRODUCT WILL ENTER

THE STATE IS INSUFFICIENT WITHOUT MORE TO ESTABLISH PERSONAL JURISDICTION OVER THE DEFENDANT.

THE RELEVANT INQUIRY IS WHETHER THE DEFENDANT MANUFACTURER ATTEMPTED TO PURPOSEFULLY SERVE DIRECTLY OR INDIRECTLY THE MARKET FOR ITS PRODUCTS IN CALIFORNIA.

ACCORDINGLY, THE KEY QUESTION IS WHETHER OR NOT A FOREIGN DEFENDANT WHO SHIPPED THE FINISHED PRODUCTS IT MANUFACTURED TO ITS WHOLLY OWNED SUBSIDIARY [24]DISTRIBUTOR IN THE US FOR SALE IN THE UNITED STATES SERVES THE CALIFORNIA MARKET DIRECTLY OR INDIRECTLY.

ON THIS POINT, THE COURT FINDS THE FOLLOWING CASES TO BE MOST INSTRUCTIVE BECAUSE THEY LIKEWISE DEAL WITH JURISDICTIONAL ISSUES RELATED TO SALES BY OUT-OF-STATE MANUFACTURERS TO INTERSTATE DISTRIBUTORS.

THOSE ARE THE CASES OF BRIDGESTONE VERSUS SUPERIOR COURT, 2002 99 CAL.APP.4TH 767; CARRETTI VERSUS ITALPAST, 2002 101 CAL. APP.4TH 1236; AND JAYONE FOODS VERSUS AEKYUNG INDUSTRIAL, 2019 31 CAL.APP.5TH 543.

PLAINTIFFS' EVIDENCE SHOWS THAT DEFENDANT WAS OPERATING MORE LIKE THE MANUFACTURERS IN THE BRIDGESTONE OR JAYONE CASES THAN THE MANUFACTURER IN THE CARRETTI CASE.

IN THIS CASE, LIKE THE JAYONE CASE, THE SHIPMENT OF STONE SLAB PRODUCTS INTO CALIFORNIA WAS THE RESULT OF A LONG-TERM BUSINESS RELATIONSHIP BETWEEN DEFENDANT AND ITS SUBSIDIARY OVER THE COURSE OF AT LEAST 18 YEARS, FROM 2007 TO 2025, DURING WHICH DEFENDANT WAS A MANUFACTURER OR STONE SLAB PRODUCTS AND ASSUMED RESPONSIBILITY FOR SHIPPING THESE PRODUCTS TO CALIFORNIA.

LIKE THE JAYONE AND BRIDGESTONE CASES, AND UNLIKE THE CARRETTI CASE, DEFENDANT RECEIVED SIGNIFICANT ECONOMIC BENEFITS FROM THEIR MANUFACTURING AND SHIPPING STONE SLAB PRODUCTS TO DISTRIBUTORS IN THE UNITED STATES, INCLUDING 4,205 SHIPMENTS INTO CALIFORNIA [25]FROM 2007 THROUGH 2025 TOTALING 256,115 TONS OF PRODUCT.

EVEN WITHOUT KNOWING THE PRECISE AMOUNTS OF THE REVENUE ATTRIBUTABLE TO CALIFORNIA SALES, IT SEEMS APPARENT, GIVEN THE SIZE OF THE CALIFORNIA MARKET AND THE VOLUME OF SHIPMENTS, THAT THE DEFENDANT'S ACTIONS IN SHIPPING PRODUCTS

TO CALIFORNIA REFLECTED AN EFFORT TO BENEFIT FROM THE CALIFORNIA MARKET AND CONSTITUTE ECONOMIC ACTIVITY WITHIN CALIFORNIA AS A MATTER OF COMMERCIAL ACTUALITY, ESPECIALLY GIVEN THE INCOME EARNED BY THE MANUFACTURER FROM THE SALE OR USE OF ITS PRODUCT IN CALIFORNIA WAS SUBSTANTIAL, CITING BRIDGESTONE 99 CAL.APP.4TH 767.

AS NOTED IN THE CARRETTI CASE, THE MERE DECISION, THE DESTRUCTION OR THE SHIPPING OF PRODUCTS SUCH THAT THE PRODUCTS WERE FOB DOES NOT INSULATE A PRODUCT'S MANUFACTURER FROM JURISDICTION WHETHER THAT MANUFACTURER OTHERWISE INTENTIONALLY DERIVED ECONOMIC BENEFITS FROM THE SALES INTO THE FORUM STATE.

DEFENDANT'S ARGUMENTS TO THE CONTRARY ARE UNAVAILING. SPECIFICALLY, THE MERE FACT THAT DEFENDANT DID NOT ITSELF CHOOSE LOCATIONS TO SHIP THE PRODUCTS IS NOT DISPOSITIVE OF A LACK OF PURPOSEFUL AVAILMENT OF THE CALIFORNIA MARKET.

TO BE SURE, MERELY SHIPPING PRODUCTS TO CALIFORNIA IS NOT NECESSARILY DISPOSITIVE OF PURPOSEFUL AVAILMENT WHERE THE SHIPPING OF OTHER PRODUCTS WAS DIRECTED BY ANOTHER ENTITY.

[26]BUT, HERE, IN THIS CASE, PLAINTIFFS PRESENT ADDITIONAL EVIDENCE THAT INDICATES DEFENDANT DERIVED SUBSTANTIAL ECONOMIC BENEFITS FROM SALES TO THE UNITED STATES IN CALIFORNIA-BASED DISTRIBUTORS, WHICH INCLUDED 4,205 BILLS OF LADING THAT CAESARSTONE LIMITED GENERATED FOR ITS SHIPMENTS INTO THE STATE OF CALIFORNIA TOTALING 256,150 TONS FROM 2007 THROUGH 2025.

GIVEN THAT THESE SHIPMENTS CONTINUED OVER 18 YEARS AFTER DEFENDANT WAS AWARE OF ITS SHIPMENTS OF PRODUCTS INTO CALIFORNIA, THERE IS EVIDENCE THAT DEFENDANT KNOWINGLY AND VOLUNTARILY REENTERED AGREEMENTS WITH THE SUBSIDIARY WITH THE INTENT TO TAKE ADVANTAGE OF THE CALIFORNIA MARKET.

DEFENDANT'S ARGUMENT THAT CAESARSTONE LIMITED'S PRODUCTS DID NOT REACH THE CALIFORNIA MARKET THROUGH AN ACT OF THE DEFENDANT PURPOSEFULLY DIRECTED TOWARD THE FORUM STATE IS ALSO UNPERSUASIVE.

IN THIS CASE, WHILE DEFENDANT DID NOT PICK WHERE ITS SUBSIDIARY CAESARSTONE USA SOLD OR DISTRIBUTED, IT DID CHOOSE TO CONDUCT BUSINESS WITH IT, AND CONTINUED TO DO SO, EVEN AFTER IT KNEW, THROUGH ITS

OWN SHIPMENT OF PRODUCTS DIRECTLY TO CALIFORNIA, THAT IT WAS DERIVING INCOME FROM THE CALIFORNIA MARKET.

THEREFORE, WHILE DEFENDANT ALLEGES THAT IT SIMPLY SOLD TO A SEPARATE NORTH CAROLINA DISTRIBUTOR WHO SOLD TO THE US MARKETS, IN OTHER WORDS, DEFENDANT CLAIMING CAESARSTONE LIMITED NEVER DIRECTED ANY CONDUCT TO CALIFORNIA ITSELF, THE DEFENDANT NEVERTHELESS [27] DIRECTLY PROFITED FROM THE MANUFACTURING AND SHIPPING PRODUCTS TO CALIFORNIA WITH THE KNOWLEDGE AND INTENTION THAT SUCH PRODUCTS REACH CALIFORNIA.

TAKEN TOGETHER, THIS EVIDENCE SHOWS THAT DEFENDANT INTENTIONALLY WORKED WITH ITS DISTRIBUTOR WHO SOLD TO THE US MARKETS WHICH OBLIGATED THEM TO SHIP PRODUCTS TO CALIFORNIA AND, THEREBY, DERIVED SUBSTANTIAL ECONOMIC BENEFIT.

ACCORDINGLY, THE COURT FINDS THAT DEFENDANT HAS SUFFICIENT MINIMUM CONTACTS WITH, AND PURPOSEFULLY AVAILED ITSELF OF, THE STATE OF CALIFORNIA.

TURNING TO THE ISSUE OF RELATEDNESS. THE RELATEDNESS INQUIRY IS NOT STRICTLY CAUSAL AND INSTEAD FOCUSES ON WHETHER THE CAUSES OF ACTION ARISE OUT OF OR

HAVE SUBSTANTIAL CONNECTION WITH THE BUSINESS RELATIONSHIP DEFENDANT HAS PURPOSEFULLY ESTABLISHED WITH CALIFORNIA.

DEFENDANT CONTENDS THAT CAESARSTONE LIMITED DOES NOT ADVERTISE MARKETS OR SOLICIT BUYERS IN CALIFORNIA BECAUSE CAESARSTONE USA CONTROLS THE DOWNSTREAM MARKETING, DISTRIBUTION, AND USE OF THE STONE SLABS.

PLAINTIFFS, ON THE OTHER HAND, CLAIM AND REST THEIR ARGUMENT ON THE THEORY THAT DEFENDANT CAUSED PLAINTIFFS' INJURY BY SHIPPING ITS ARTIFICIAL STONE PRODUCTS DIRECTLY TO CALIFORNIA PORTS OVER THE COURSE OF AT LEAST 18 YEARS; AND AS A RESULT OF THE ALLEGED DEFECTIVE NATURE OF ITS PRODUCTS, CAESARSTONE LIMITED [28] CAUSED HUNDREDS OF WORKERS IN THE STATE OF CALIFORNIA, INCLUDING PLAINTIFFS, TO DEVELOP SILICOSIS.

ON BALANCE, PLAINTIFFS PRESENT ADMISSIBLE EVIDENCE OF A DIRECT CAUSAL LINK BETWEEN DEFENDANT'S CONTACTS WITH CALIFORNIA AND PLAINTIFFS' INJURY. THIS DIRECT CAUSAL LINK, BASED ON DEFENDANT'S INTENTIONAL CONTACTS WITH CALIFORNIA, IS MORE THAN SUFFICIENT TO SATISFY THE RELATEDNESS PRONG.

ONCE PLAINTIFFS ESTABLISH DEFENDANT'S MINIMUM CONTACTS WITH CALIFORNIA, THE BURDEN SHIFTS TO DEFENDANT TO SHOW THAT JURISDICTION WILL BE UNREASONABLE.

IN EVALUATING WHETHER THE EXERCISE OF SPECIFIC JURISDICTION WOULD COMPORT WITH FAIR PLAY AND SUBSTANTIAL JUSTICE, THE COURT MUST CONSIDER THE BURDEN ON THE DEFENDANT, THE INTEREST OF THE FORUM STATE, AND PLAINTIFFS' INTEREST IN OBTAINING RELIEF.

IN THIS CASE, DEFENDANT PRINCIPALLY CONTENDS THAT IT WOULD BE UNREASONABLE TO EXERCISE PERSONAL JURISDICTION OVER IT BECAUSE IT IS A FOREIGN CORPORATION HEADQUARTERED AND OPERATING IN ISRAEL, DOES NOT MAINTAIN OFFICES, EMPLOYEES, STAFF, OR OWN PROPERTY IN CALIFORNIA, AND REQUIRING CAESARSTONE LIMITED TO DEFEND ITSELF IN CALIFORNIA WILL THEREFORE IMPOSE A SIGNIFICANT BURDEN NECESSITATING INTERNATIONAL TRAVEL FROM ITS HEADQUARTERS ABROAD TO PARTICIPATE IN THE PROCEEDINGS.

[29]THE FACT IS TRADITIONALLY CONSIDERED BY THE COURT TO DETERMINE THE REASONABLENESS OF ASSERTING PERSONAL JURISDICTION UNIFORMLY MILITATE TOWARDS EXERCISE OF JURISDICTION IN THIS CASE.

AS STATED IN THE CASE OF WORLD-WIDE VOLKSWAGEN VERSUS WOODSON, 1980 444 U.S. 286:

> "THE BURDEN ON THE DEFENDANT, WHILE ALWAYS "A PRIMARY CONCERN, WILL IN AN APPROPRIATE "CASE BE CONSIDERED IN LIGHT OF ALL OTHER "RELEVANT FACTORS, INCLUDING THE FORUM "STATE'S INTEREST IN ADJUDICATING THE "DISPUTE; THE PLAINTIFF'S INTEREST IN "OBTAINING CONVENIENT AND EFFECTIVE RELIEF, "AT LEAST WHEN THAT INTEREST IS NOT "ADEQUATELY PROTECTED BY THE PLAINTIFF'S "POWER TO CHOOSE THE FORUM; THE INTERSTATE "JUDICIAL SYSTEM'S INTEREST IN OBTAINING "THE MOST EFFICIENT RESOLUTION OF "CONTROVERSIES; AND THE SHARED INTEREST OF "THE SEVERAL STATES IN FURTHERING "FUNDAMENTAL SUBSTANTIAL SOCIAL POLICIES."

PLAINTIFFS' CAUSE OF ACTION RELATE TO DEFENDANT'S CONTACTS WITH CALIFORNIA. PLAINTIFFS' CLAIMS AGAINST DEFENDANT ARE SIMILAR IN SUBSTANCE TO OTHER LAWSUITS PRESENTLY BEFORE THIS COURT THROUGH THE JUDICIAL COORDINATED PROCEEDINGS.

THE EVIDENCE RELATED TO PLAINTIFF'S USE OF POTENTIALLY CONTAMINATED STONE

SLAB PRODUCTS ARE IN [30]CALIFORNIA, AND THERE'S A STRONG STATE POLICY FAVORING IN-STATE LITIGATION OF TORT CLAIMS FOR CALIFORNIA RESIDENTS INJURED IN CALIFORNIA.

AS STATED, DEFENDANT ASSUMED RESPONSIBILITIES AND LIABILITIES FOR THE FINISHED PRODUCTS IT SHIPPED TO CALIFORNIA. UNDER THESE CIRCUMSTANCES, IT IS CERTAINLY FAIR AND REASONABLE THAT DEFENDANT INSPECTED AND SHOULD BE SUBJECT TO JURISDICTION IN CALIFORNIA.

ACCORDINGLY, DEFENDANT FAILS TO CARRY ITS BURDEN TO SHOW THAT THE EXERCISE OF JURISDICTION IN THIS CASE WOULD BE UNREASONABLE.

SO IN CONCLUSION, THE COURT DETERMINES THAT PLAINTIFFS PROVIDE EVIDENCE SUFFICIENT TO SHOW THAT CAESARSTONE LIMITED PURPOSEFULLY AVAILED ITSELF WITH CALIFORNIA AND THAT PLAINTIFFS' CLAIMS ARISE FROM OR RELATE TO ITS CONTACTS WITH CALIFORNIA.

CAESARSTONE LIMITED FAILS TO PRESENT SUFFICIENT EVIDENCE THAT THE EXERCISE OF PERSONAL JURISDICTION WOULD BE UNREASONABLE HERE.

THEREFORE, DEFENDANT'S MOTION TO QUASH SERVICE OF SUMMONS AND COMPLAINT FOR LACK OF PERSONAL JURISDICTION WILL BE DENIED AND DEFENDANT CAESARSTONE WILL BE ORDERED TO ANSWER THE COMPLAINT.

HOW MUCH TIME DO YOU NEED TO FILE AN ANSWER?

MS. ALBINI: IN THE CASES CURRENTLY BEFORE THE COURT WITH THIS MOTION? THE SEVEN CASES, YOUR HONOR?

[31]THE COURT: YES.

MS. ALBINI: THIRTY DAYS.

THE COURT: ALL RIGHT.

WE'LL SET THE DEADLINE DATE FOR FINAL ANSWER FOR FEBRUARY 12TH, AND I ORDER COUNSEL FOR THE PLAINTIFF TO GIVE NOTICE AND POST ON THE WEBSITE.

MS. ALBINI: YOUR HONOR, IF I COULD JUST ASK A COUPLE OF CLARIFYING QUESTIONS TO MAKE SURE I UNDERSTAND YOUR RULING.

AS I UNDERSTAND IT, YOUR RULING IS LIMITED SPECIFICALLY TO THE JURISDICTIONAL ISSUES THAT WERE PRESENTED IN THE MOTION TO QUASH; IS THAT CORRECT?

THE COURT: WELL, I DON'T KNOW THE IMPLICATION OF YOUR QUESTION.

IS THERE SOMETHING ELSE YOU WISH TO INQUIRE ABOUT?

MS. ALBINI: YOU WERE ADDRESSING VARIOUS JURISDICTIONAL ISSUES AND ADDRESSING CAUSATION, AND I WANT TO MAKE SURE THAT WE'RE NOT HAVING A MINI-TRIAL ON THE ISSUE OF CAUSATION.

THE COURT: NO, OF COURSE NOT. I'M NOT GETTING TO ANY OF THE MERITS DECISION IN THAT CASE, TO ANY DECISION AS TO ANY OBJECTION TO BEING INVOLVED IN THE CASES BECAUSE OF LACK OF TIME IN TERMS OF NOTICE OF PREFERENCE CASES OR ANY SUBSTANTIVE ISSUE WITHIN ANY OF THE CASES.

MS. ALBINI: I JUST WANTED TO CONFIRM THAT.

THE OTHER THING I NEED TO CLARIFY, JUST SO THAT I HAVE AN UNDERSTANDING, YOU HAVE, IN YOUR RULING, [32]DETERMINED THAT PLAINTIFF IS NOT REQUIRED TO SERVE LIMITED THROUGH THE HAGUE CONVENTION BECAUSE OF THE SCC FILING; IS THAT A FAIR STATEMENT?

THE COURT: I'M GOING TO STICK TO THE RULING THAT I MADE.

MS. ALBINI: OKAY.

I'M JUST TRYING TO MAKE SURE I UNDERSTAND THE ARGUMENT.

THE COURT: I THINK IT'S CLEAR WHAT I SAID.

MS. ALBINI: OKAY.

MR. METZGER: YOUR HONOR, JUST ONE QUESTION: THERE ARE 265 COMPLAINTS THAT HAVE BEEN SERVED ALL AT THE SAME TIME AND PLACE. IF COUNSEL IS FOCUSED ON THE SEVEN PREFERENCE CASES, THAT LEAVES 258 OTHER COMPLAINTS THAT ALSO NEED TO BE ANSWERED; IS THAT CORRECT?

THE COURT: WELL, THE MOTION WAS MADE SPECIFICALLY WITH REGARD TO THIS CASE. THE RULING IS LIMITED TO THESE CASES. IF THERE'S ANOTHER MOTION AND COUNSEL WISH TO STIPULATE THAT IT APPLIES TO OTHER CASES, I'LL LEAVE IT UP TO COUNSEL TO DEAL WITH THAT ISSUE OR BRING IT TO THE COURT'S ATTENTION IN THE PROPER PROCEDURAL FORMAT.

MS. ALBINI: I'M CONFIDENT THAT MR. METZGER AND I CAN WORK SOMETHING ELSE.

THE COURT: ALL RIGHT, THANK YOU.

MR. METZGER: THANK YOU, YOUR HONOR.

THE COURT: OKAY.

BEST WISHES. PROBABLY I'LL SEE YOU TOMORROW.

[33]MR. METZGER: WE'LL BE IN CONGRESS TOMORROW ON THIS CASE.

MS. ALBINI: THANK YOU, YOUR HONOR.

THE COURT: THANK YOU. EXCELLENT BRIEFING AND ARGUMENT.

MR. METZGER: THANK YOU, YOUR HONOR. APPRECIATE IT.

(PROCEEDINGS CONCLUDED AT 11:12 A.M.)

APPENDIX F — PETITION FOR REVIEW OF THE SUPREME COURT FOR THE STATE OF CALIFORNIA, DATED MARCH 24, 2026

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

CAESARSTONE LTD.,

Petitioner,

v.

THE SUPERIOR COURT OF
LOS ANGELES COUNTY,

Respondent,

GERARDO RAMIREZ-SORIANO, *et al.*,

Real Parties In Interest.

CALIFORNIA COURT OF APPEAL · SECOND APPELLATE DISTRICT · NO. B352374 SUPERIOR COURT OF LOS ANGELES · HON. SERGIO C. TAPIA, II NOS. 23STCV29755, 25STCV2317, 25STCV25790, 30-2023-01370092-CU-TT-CXC, 30-2024-01439369-CU-TT-CXC, CGC-24-619618, CGC-25-624256

PETITION FOR REVIEW

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[TABLES INTENTIONALLY OMITTED]

I. ISSUES FOR REVIEW

1. Is compliance with the steps set forth in the California Corporations Code for designating an agent for service of process optional?

2. Is a single statement clipped from an eleven-year-old SEC form sufficient to designate an agent for service

of process, notwithstanding failure to take the steps set forth in the California Corporations Code?

3. Is compliance with the Hague Service Convention for service of an Israeli corporation excused where Real Parties' counsel believes it is "time-consuming" and "expensive"?

4. Is a printout of product shipments into California ports, presented with no evidentiary foundation, no context and no data regarding transshipments to other states, sufficient to show "purposeful availment" of the right to conduct business in California?

II. INTRODUCTION AND REASONS FOR REVIEW

Real Parties have disregarded the Hague Service Convention and purported to serve Caesarstone, Ltd., an Israeli corporation, in *more than 300 different actions* based in Los Angeles Superior Court merely by carting box after box of documents into the offices of its subsidiary in North Carolina. In doing so, Real Parties disregarded the fact that Caesarstone has never appointed its subsidiary as its agent pursuant to the rules set forth in the California Corporations Code.

None of those complaints were validly served.

Because the trial court denied Caesarstone's motion to quash service of process and the Court of Appeal declined to intervene, Caesarstone is now faced with an egregiously unfair challenge: defending a mountain of litigation on the other side of the world from its corporate headquarters. Courts must "exercise '"[g]reat care and reserve . . . when extending our notions of personal jurisdiction into the international field . . . we apply jurisdictional principles with an abundance of caution where the defendant is a foreign corporation.'" (*Rivelli v. Hamm* (2021) 67 Cal. App.5th 380, 393.) That principle was ignored below. The Court of Appeal's summary denial four words announcing that Caesarstone "fails to demonstrate" error provided no analysis, no engagement with the Hague Convention arguments, and no discussion of the jurisdictional record. It cannot stand.

This case satisfies every criterion for Supreme Court review. Cal. Rules of Court 8.500(b)(1), (2). It involves important questions of California law including the proper method of agent designation under the Corporations Code and the admissibility of commercial import data that will recur in every one of the 300-plus actions that Real Parties have filed. It implicates the United States' treaty obligations under the Hague Service Convention, an issue of federal constitutional dimension. And it involves the trial court's unlawful attempt to compel Caesarstone to make a general appearance in derogation of the automatic stay provisions of Code of Civil Procedure § 418.10(e)(2).

The Court should also act immediately on Caesarstone's request for an emergency stay. Every day that passes without a stay is another day during which plaintiffs can file additional complaints, attempt additional defective service on Caesarstone USA, Inc., and press courts to order Caesarstone to respond all based on service that is constitutionally and statutorily void. The harm is ongoing, concrete, and irreparable.

This Court should intervene and correct the error. (*Rules of Court* 8.500(b)(1), (2) (Supreme Court review appropriate when "necessary to secure uniformity of decision or to settle an important question of law" or "When the Court of Appeal lacked jurisdiction.")

III. FACTUAL AND PROCEDURAL BACKGROUND

These actions purport to state various personal injury and wrongful death claims. The complaints allege that the plaintiff (or plaintiff's decedent) was injured by inhaling respirable crystalline silica dust and contracted silicosis, an occupational lung disease. (Vol. I, Exh. 1, p. 29; Vol. I, Exh. 7, p. 117.) They allege that the exposure to silica dust was the result of working with the products of various defendants, including Caesarstone Ltd.[1] (*Ibid.*)

Caesarstone Ltd. is an Israeli company. (Vol. I, Exh. 5, p. 103.) Rather than effect lawful service of process through Israel's Central Authority, plaintiffs in these actions attempted to engineer a workaround: they sent a process server wearing a police-like badge and claiming

1. Before the Court of Appeal, Real Parties' *second* Preliminary Opposition to Caesarstone's Petition for Writ of Mandate, which counsel called an "Emergency Request for Decision on Petition for Writ of Mandate," complained that Caesarstone had not informed the Court that trial in five cases was "only" *five months away*. Of course, counsel offered neither argument nor authority supporting the implicit proposition that a preferential trial date setting somehow trumps the petitioner's due process rights.

he was only dropping off many boxes of documents relating to Caesarstone USA, a wholly owned subsidiary of Caesarstone Ltd. located in North Carolina. (Vol. I, Exh. 3, p. 93.) Once inside the Caesarstone USA facility, the process server purported to serve Caesarstone Ltd., even though Caesarstone USA expressly told him that it has no authority whatsoever to accept service on behalf of Caesarstone Ltd. (*Ibid.*)

Since that time, Real Parties' counsel has dropped off dozens and dozens of additional boxes of documents, including purported service of process upon Caesarstone Ltd. in many further silicosis cases. (Vol. I, Exh. 4, p. 100.)

On December 10, 2025, Caesarstone Ltd., specially appearing, filed its motion to quash service of process in the six cases set forth above. (Vol. I, Exh. 1, p. 24.) Caesarstone argued that it had no operations of any kind in the state of California, nor was it qualified, licensed, or authorized to do business in California, nor did it have any offices, officers, employees or sales representatives in California. (Vol. I, Exh. 1, p. 34.) Further, Caesarstone Ltd does not own or lease any property in the state and does not maintain bank accounts or pay taxes in the state. (*Ibid.*) Caesarstone argued that as a foreign-domiciled corporation, plaintiffs were obligated to serve process, if at all, using the methods set forth in the Hague Convention. (Vol. I, Exh. 1, pp. 32-33.) Since plaintiffs failed to do so, Caesarstone argued that service was void on its face. (*Ibid.*)

On December 15, 2025, plaintiffs filed their opposition to the motion to quash. (Vol. I, Exh. 7, p. 111.) They raised two principal arguments: (1) Caesarstone Ltd. had stated in its Form 20-F filed in 2014 with the Securities and Exchange Commission that it had "irrevocably" appointed Caesarstone USA, its wholly owned subsidiary, as its agent for service of process (Vol. I, Exh, 7, p. 120) and (2) plaintiffs filed hundreds of pages printed out from two purported "import aggregators" which plaintiffs argued demonstrated shipments of thousands of tons of slabs directly from Caesarstone Ltd. to ports in California (Vol I, Exh. 7, pp. 124-125; see generally Vol. I, Exh. 8, pp. 162-580). Plaintiffs argued that this was sufficient to constitute "purposeful availment" of the California forum. (Vol I, Exh. 7, pp. 124-125.)

Caesarstone filed its Reply in Support of its Motion to Quash on December 22, 2025. (Vol. IV, Exh. 14, p. 1860.)

The respondent trial court made its order denying Caesarstone's motion to quash at the end of a hearing on January 13, 2026. (Vol. IV, Exh. 26, pp. 2095-2114.) No written notice of entry of that order has ever been served.

Caesarstone filed its petition for writ of mandate seeking to overturn the trial court's order on February 12 and 13, 2026.[2] Counsel for real parties filed a non-complying "Response" on his law firm letterhead on February 23, 2026. Caesarstone filed its Reply in Support of the Petition on February 25, 2026. On March 5, 2026, the trial judge

2. Caesarstone filed its original Petition shortly before midnight on February 12, 2026. That Petition was deemed nonconforming by the Clerk, and Caesarstone filed its corrected Petition the following morning.

entered an order requiring Caesarstone to answer the pending complaints on March 9 notwithstanding the clear language of Section 418.10 of the Code of Civil Procedure. Caesarstone filed a Petition for Emergency Stay with the Court of Appeal, which was granted that same day.

Counsel for Real Parties then filed his *second* Preliminary Opposition to the petition, which he called an Emergency Request for Decision (based on the trial dates five months away), on March 16. In neither of their Preliminary Oppositions did Real Parties offer any argument or authority in response to the legal arguments set forth in the Petition.

Two days later, the Court of Appeal denied the Petition, commenting that "The court has read and considered the petition for writ of mandate . . . The petition is denied. Petitioner fails to demonstrate the respondent court erred in denying its motion to quash service of summons."

IV. ARGUMENT

A. THE COURT SHOULD IMMEDIATELY STAY ALL PROCEEDINGS WHERE SERVICE ON CAESARSTONE LTD. WAS ATTEMPTED BY SERVING CAESARSTONE USA, INC. ON OR AFTER NOVEMBER 10, 2025

1. The Standard for an Emergency Stay

This Court has inherent supervisory authority to stay proceedings in the courts below to preserve the status quo pending review of important legal questions. (Cal. Rules of Court 8.500(a), 8.116.) An emergency stay is warranted where: (1) the petitioner raises serious legal questions meriting the Court's attention; (2) the petitioner will suffer irreparable harm absent a stay; and (3) the balance of equities favors the stay. All three factors are overwhelmingly satisfied here.

2. The Legal Questions Are Serious, and Review Is Necessary to Secure Uniformity of Decision

The questions raised by this petition (1) whether a parent corporation may be served through an unregistered subsidiary that has expressly disclaimed agency authority; (2) whether the Hague Convention's mandatory service requirements may be bypassed on grounds of expense and inconvenience; and (3) whether commercial import data printouts meet California's business records exception are not close questions. They implicate foundational principles of international due process, California corporate and civil procedure law, and federal treaty supremacy. These are precisely the questions that Cal. Rules of Court 8.500(b)(1) and (2) identify as warranting Supreme Court review to ensure uniformity of decision and settle important questions of law.

Moreover, the Court of Appeal's non-analysis – a terse three-sentence denial – creates the following perverse consequence: there is now *no published authority* in California addressing whether a foreign corporation's parent can be served through delivery to a domestic subsidiary that has formally disclaimed authority. Every trial court in California is now left to decide this question without guidance. The uniformity concern is not speculative; it is immediate and ongoing.

3. The Irreparable Harm to Caesarstone Is Concrete, Ongoing, and Multiplying

Code of Civil Procedure § 418.10(e)(1) expressly provides that a party who files a motion to quash service may simultaneously file a declaration of non-appearance or answer without waiving jurisdictional objections. Section 418.10(e)(2) provides that an automatic stay of proceedings remains in effect until writ proceedings have "finally concluded." The trial court's March 5, 2026 order compelling Caesarstone to appear by March 9 in the teeth of this explicit statutory language was a direct violation of Caesarstone's statutory rights and, because those rights have a due process foundation, its constitutional rights as well.

The nature of the harm here is extraordinary. Real Parties have not merely defectively served Caesarstone Ltd. in one case, or five, or ten. They have now done so in **more than 300 cases** across multiple California superior courts. Each case creates its own separate set of litigation obligations, deadlines, and potential defaults. If even one of these courts enters a default against Caesarstone based on void service, the harm to Caesarstone's ability to defend on the merits is irreparable.

The ongoing nature of the harm is equally significant. Every day that a stay is not in place is another day during which: (a) new complaints may be filed naming Caesarstone Ltd. and purportedly served through Caesarstone USA, Inc.; (b) trial courts may issue further orders premised on valid service; and (c) Real Parties may attempt to leverage the absence of a stay to argue that Caesarstone has waived its jurisdictional objections by participating in proceedings. This Court's prompt action is necessary to prevent further entrenchment of the constitutional error.

The November 10, 2025 cutoff matters for the stay analysis in a distinct and powerful way. Even if a court were to conclude wrongly, for reasons set forth below that service attempts made *before* that date might present some factual complexity, there is no legitimate basis for contending that any service attempt made *after* November 10, 2025 was anything other than a knowing, deliberate circumvention of Caesarstone's due process rights. This Court should issue an immediate stay of all actions in which service was attempted on or after November 10, 2025, to protect the integrity of the proceedings and preserve Caesarstone's constitutional rights.

4. The Balance of Equities Overwhelmingly Favors Caesarstone

Real Parties cannot claim prejudice from a stay. They filed their cases knowing that Hague Convention service was the required method for reaching an Israeli corporation. They chose, as a calculated litigation strategy, to avoid that method on grounds of expense and time.

The consequences of that choice are ones of their own making. By contrast, the harm to Caesarstone from being compelled to defend 300-plus actions based on constitutionally void service and from potentially having defaults entered against it is severe and immediate.

The public interest also favors a stay. California courts have a compelling interest in enforcing the Hague Service Convention as a matter of federal treaty supremacy. They have an equal interest in ensuring that the California Corporations Code's agent-designation framework is not rendered optional by creative litigation tactics. And they have a specific interest in not adjudicating hundreds of cases that may ultimately be dismissed for lack of jurisdiction, wasting enormous judicial resources in the process.

B. COMPLIANCE WITH THE STEPS SET FORTH IN THE CORPORATIONS CODE IS THE ONLY VALID WAY TO DESIGNATE AN AGENT FOR SERVICE OF PROCESS IN CALIFORNIA – IT IS NOT OPTIONAL

A foreign corporation must obtain a certificate of qualification from California's Secretary of State to transact intrastate business. (*The Capital Gold Grp., Inc. v. Nortier*, (2009) 176 Cal.App.4th 1119.)

To obtain this certificate, the corporation must file a statement providing specific information, including the designation of an agent for service of process in California and its irrevocable consent to service of process. (Cal. Corp. Code § 2105.)

California Corporations Code Section 2110 specifically addresses how service may be made on a foreign corporation. The statute provides that a summons may be served on a corporation by delivering a copy to "the person designated as agent for service of process as provided by any provision in Section 202, 1502, 2105 or 2107 of the Corporations Code. (Cal.Code Civ. Proc. § 416.10.) Additionally, California law requires that before a foreign corporation may designate a corporate agent for service of process, that agent must comply with Corporations Code Section 1505, which requires the filing of a certificate that, among other things, provides consent that delivery of papers to it would constitute delivery as an agent. (Cal. Corp. Code § 2105.)

Real Parties make no showing whatever that Caesarstone Ltd. complied with any of these provisions with respect to the purported designation of Caesarstone USA (and indeed, it never did). They cite no precedent whatever holding that compliance with the provisions of the Corporations Code for appointment of an agent for service of process is optional and that the Corporations Code may simply be disregarded if any conflicting public statement was ever made by the corporation.

There is no tenable argument that Caesarstone Ltd. appointed Caesarstone USA its agent for service of process.

C. A SINGLE STATEMENT IN A TWELVE-YEAR-OLD SEC FORM IS NOT SUFFICIENT TO APPOINT AN AGENT FOR SERVICE OF PROCESS AND PERMIT PARTIES TO DISREGARD THE CORPORATIONS CODE

Real Parties maintain that Caesarstone Ltd. appointed Caesarstone USA, its wholly owned North Carolina subsidiary, its agent for service of process by making a random statement to that effect in its Form 20-F, filed with the Securities Exchange Commission in 2014. Not so.

Methodologies for service of process must be easily discoverable and clearly set forth. No plaintiff should have to sift through all public statements and filings of their target defendant – including filings going back twelve years – to determine who needs to be served with process to initiate a lawsuit. Simply put, the steps set forth in the Corporations Code are not optional – they are an exercise of the state of California's clear right to regulate the business done by corporations in the state. It makes no difference who was referenced in the 2014 SEC filing, whether Caesarstone USA or anyone (or anything) else, because the "appointment" was not made in the manner set forth in the Corporations Code, and therefore, the statement in Form 20-F for 2014 is legally meaningless.

D. FOREIGN CORPORATIONS MUST BE SERVED WITH PROCESS, IF AT ALL, PURSUANT TO THE RULES SET FORTH IN THE HAGUE SERVICE CONVENTION – NO MATTER HOW "TIME-CONSUMING" AND "EXPENSIVE" COUNSEL BELIEVES THOSE RULES TO BE

Real Parties were required to comply with the Hague Service Convention in any attempt at serving Caesarstone Ltd. because it is an Israeli corporation with its principal place of business in Israel. (Vol. I, Exh. 5, p. 103.) The purpose of the Hague Service Convention was to simplify service abroad, ensure that foreign defendants received actual and timely notice, and establish reliable methods for proving service. (*Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, 698.)

The United States Supreme Court has made clear that the Hague Service Convention's procedures are mandatory, holding that "[b]y virtue of the Supremacy Clause, U.S. Const., Art. VI, the Convention preempts inconsistent methods of service prescribed by state law in all cases to which it applies." (*Id.* at pp. 698–699.) The Hague Service Convention "provides simple and certain means by which to serve process on a foreign national," and that "those who eschew its procedures" do so at their peril. (*Id.* at p. 706.)

The Hague Service Convention "'shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.'" (*Inversiones Papaluchi S.A.S. v. Superior Court* (2018) 20 Cal.App.5th 1055, 1064-1065.) The Supreme Court interpreted the phrase "occasion to transmit" and stated "'If the **internal law of the forum state** defines the applicable method of serving process as requiring the transmittal of documents abroad, then the Hague Service Convention applies.'" (*Id.* at p. 1065 [citing *Volkswagenwerk*, *supra*, 486 U.S. at p. 700] [emphasis added].)

The applicable internal service of process statute law of California provides that:

> "Except as otherwise provided by statute, a summons shall be served on a person:
>
> (a) Within this state, as provided in this chapter.
>
> (b) Outside this state but within the United States, as provided in this chapter or as prescribed by the law of the place where the person is served.
>
> (c) Outside the United States, as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or after service finds that the service is reasonably calculated to give actual notice, as prescribed by the law of the place where the person is served or as directed by the foreign authority in response to a letter rogatory.

> These rules are subject to the provisions of the Convention on the 'Service Abroad of Judicial and Extrajudicial Documents' in Civil or Commercial Matters (Hague Service Convention)."

(Cod. Civ. Proc. § 413.10.)

An entity that is served outside of California, but within the United States, must be served in compliance either with California service of process laws or the service of process laws of that state. (Cod. Civ. Proc. § 413.10(b).) A party that must be served outside of the United States must be served in compliance with the Hague Service Convention. (Cod. Civ. Proc. § 413.10(c).)

The only excuse counsel for Real Parties has ever given for disregarding the rules of the Hague Service Convention appeared in his second Preliminary Opposition to Caesarstone's Petition, his so-called "Emergency Request for Decision on Petition for Writ of Mandate." There, counsel made the bizarre claim that serving his enormous pile of complaints on Caesarstone Ltd. in Israel in the manner required by the Hague Service Convention "would have cost almost $1 million and taken many months."

Of course, Real Parties offer neither argument nor authority supporting the curious proposition that "it's too expensive" and "it takes too long" is a valid reason to disregard Caesarstone's due process rights. No such authority exists. The Hague Service Convention is mandatory, and Real Parties erred by ignoring it.

This issue is of substantial federal constitutional importance. The lower courts' decisions implicitly approving Real Parties' decision to bypass the Hague Convention conflict with the Supreme Court's holding in *Volkswagenwerk* and potentially with the nation's obligations under an international treaty. This Court should resolve that conflict by making it clear that Hague Convention compliance is not optional in California.

E. REAL PARTIES FAILED TO PRESENT ADMISSIBLE EVIDENCE SUFFICIENT TO ESTABLISH JURISDICTION IN RESPONSE TO DEFENDANT'S MOTION

The standard applicable to deciding a defendant's motion to quash service of process is well settled.

There are two kinds of personal jurisdiction: general and specific. (*Bristol-Myers Squibb Co. v. Superior Court* (2017) 582 U.S. 255, 262.) Real Partiess here have specifically disavowed the existence of general jurisdiction and rely only on specific jurisdiction.

When determining whether specific jurisdiction exists, courts consider the relationship among the defendant, the forum, and the litigation. 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' (*Pavlovich v. Superior*

Court (2002) 29 Cal.4th 262, 269, *abrogated on another ground as stated in David L. v. Superior Court* (2018) 29 Cal.App.5th 359, 369-370. In exercising jurisdiction over foreign nationals, courts are guided by the principle that the doctrine of specific jurisdiction is intended primarily to safeguard the due process rights of the defendant being haled into court and not the interests of the Real Parties in obtaining a convenient forum. (See *Walden v. Fiore* (2014) 571 U.S. 277, 284 ["Due process limits on the State's adjudicative authority principally protect the liberty of the nonresident defendant—not the convenience of Real Partiess or third parties. We have consistently rejected attempts to satisfy the defendant-focused 'minimum contacts' inquiry by demonstrating contacts between the Real Parties (or third parties) and the forum State"].)

When a defendant moves to quash service of summons for lack of personal jurisdiction, plaintiff has the initial burden of demonstrating facts justifying the exercise of jurisdiction. (*Vons Companies v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 449.) To meet this burden for specific jurisdiction, the plaintiff must establish the purposeful availment and relatedness requirements by a preponderance of the evidence. (*Farina v. SAVWCL III, LLC* (2020) 50 Cal.App.5th 286, 293.) Plaintiffs must do more than merely rely on their allegations – they must present competent, admissible evidence establishing the necessary facts. (*LG Chem., Ltd. v. Superior Court* (2022) 80 Cal.App.5th 348, 361; *Rivelli*, 67 Cal.App.5th at 393; *BBA Aviation, PLC v. Superior Court* (2010) 190 Cal. App.4th 421, 429 (plaintiff must provide affidavits and other authenticated documents demonstrating competent evidence of jurisdictional facts).)

If the plaintiff meets their initial burden, then the burden shifts to the defendant to present a compelling case that the exercise of jurisdiction would be unreasonable because it fails to comport with "traditional notions of fair play and substantial justice." (*See Burger King Corp. v. Rudzewicz* (1985) 471 US 462, 476-477.)

F. THE IMPORT DATA OFFERED BELOW BY REAL PARTIES IS PLAINLY INADMISSIBLE AND MUST BE DISREGARDED FOR PURPOSES OF THE JURISDICTIONAL ANALYSIS

The plaintiffs relied principally in their opposition to defendant's motion to quash on a lengthy computer printout which purports to have been downloaded from "import data services ImportGenius and Panjiva." (Vol. I, Exh. 7, p. 130.) These printouts purport to show deliveries of products, most of which list the importer as Caesarstone USA and the shipper as Caesarstone Ltd. (See generally Vol. I, Exh. 8, pp. 162-580.)

Evidence Code § 1271 provides:

> Evidence of a writing made as a record of an act, condition, or event is not made inadmissible by the hearsay rule when offered to prove the act, condition, or even if:

(a) The writing was made in the regular course of business;

(b) The writing was made at or near the time of the act, condition, or event;

(c) the custodian or other qualified witness testifies to its identity and the mode of its preparation; and

(d) The sources of information and method and time of preparation were such as to indicate its trustworthiness.

The showing made by the plaintiffs below in support of their Exhibit of purported import records satisfied none of these requirements. The sole purported foundation for the exhibit is the declaration of Scott P. Brust, who is apparently an attorney employed by plaintiffs' counsel. (Vol. I, Exh. 8, p. 159.) He is not the custodian or other qualified witness regarding the records. He said nothing about whether the records were prepared in the regular course of business, or whether they were made at or near the time of the act, condition or event. Nor did the witness have anything to say about the method and time of preparation of the documents. He said nothing at all about the Panjiva data, whatever it might be. (Vol. I, Exh. 8, pp. 159-161.) The sum total of Brust's testimony is that (1) his office "consulted with" ImportGenius (Vol. I, Exh. 8, p. 159); (2) ImportGenius "obtains information" at some indeterminate point concerning import shipments (*ibid*); and (3) several courts have employed ImportGenius data in their decision making (Vol. I, Exh. 8, 159-160).

Plaintiffs' showing falls far short of establishing the admissibility of the import data pursuant to Evidence Code § 1271, satisfying none of the four prongs of the test set forth in the statute. Plaintiffs set forth a lengthy string cite of district court cases in support of their declaration but give no indication that any of them involved a defendant's challenge to the admissibility of the data, nor – even if one did – do the plaintiffs describe what was submitted as foundation for the data. Given that all plaintiffs' cases are from the district courts, all but two are unpublished and plaintiff does not claim that any involved a challenge to admissibility, they have no persuasive value compared to the plain language of Section 1271.[3] (*People v. Sexton* (2019) 37 Cal.App.5th 457, 470; *In re Chavez* (2003) 30 Cal.4th 643, 656 (cases are not authority for propositions not considered and decided).)

3. *E.g.*, *PrimeSource Building Products, Inc. v. Huttig Building Products, Inc.* (N.D. Ill. 2017) 2017 WL 7795125; *Sims v. BMW of North America LLC* (M.D. Fla. 2023) 2023 WL 5279340; *Schmidt v. Martec Industries Corp.* (E.D.N.Y. 2009) 2009 WL 2883071; *Ballinger v. Top Swords, Inc.* (N.D. Ga. 2020) 2020 WL 10486629; *Grover Gaming v. Patel* (E.D. Mo. 2022) 2022 WL 6722579; *WesternGeco LLC v. Ion Geophysical Corp.* (S.D. Tex. 2011) 776 F.Supp.2d 342; *In re Telescopes Antitrust Litig.* (N.D.Cal. 2025) 348 F.R.D. 455; *BMW of North America LLC v. WINIT America Inc.* (C.D. Cal. 2019) 2019 WL 926326; *Futaba Industrial Co., Ltd. v. Keylex Corp.* (E.D. Mich. 2012) 2012 WL 432968; *Himoinsa Power Systems, Inc. v. Power Link Machine Co., Ltd.* (D.Kan. 2010) 2010 WL 11565325; *Thousand Oaksa Barrel Co. v. Freedom Oak Barrels* (E.D.Va. 2022) 2022 WL 3337798; *Rennenger v. Aquawood, LLC* (S.D. Iowa 2025) 2025 1248955.

Plaintiffs had the burden, in response to petitioner's motion to quash, of presenting *admissible evidence* demonstrating conduct sufficient to establish purposeful availment of the forum of California. Plaintiffs voluminous import exhibit is plainly inadmissible, and therefore the trial court erred by not disregarding it entirely.

G. EVEN IF THE IMPORT DATA HAD BEEN PROPERLY BEFORE THE COURT, IT DID NOT CARRY REAL PARTIES' BURDEN SINCE NONE OF THE DELIVERIES WAS CLEARLY THE RESULT OF A *VOLUNTARY* ACT BY CAESARSTONE LTD. AS OPPOSED TO A SEPARATE SALE BY CAESARSTONE USA

Even if the import data had been properly before the trial court – which it was not – it did not, as a matter of law, establish that Caesarstone Ltd. purposefully availed itself of the privilege of doing business in California. Although a number of deliveries show the "importer" as Caesarstone USA and the "shipper" as Caesarstone Ltd., plaintiffs offer no details about how any of these shipments came to be. Did Caesarstone Ltd. make an independent decision on its own to ship product to these buyers in the United States? None of the deliveries list Caesarstone Ltd. as the seller, so the answer is clearly "no". Or did Caesarstone receive occasional communications from its subsidiary stating that it had sold this much product to this U.S.-based buyer, and would its parent company – presumably the home of the factory where products were manufactured – take the purely ministerial act of shipping the products to fulfill the order? Plaintiffs are entirely silent.

These missing circumstances are crucial to the question of purposeful availment. Contacts with the forum must be *the defendant's own choice* and not random, isolated or fortuitous. (*LG Chem., Ltd.*, 80 Cal.App.5th at 361.) The foreseeability that matters is not the mere likelihood that a product will find its way into the forum state. (*Id.* at 368.) Sales must be substantial; it is not enough if they are only random, isolated or fortuitous. (*Keeton v. Hustler Magazine, Inc.* (1984) 465 U.S. 770, 774; *Thurston v. Fairfield Collectibles of Ga., LLC* (2020) 53 Cal.App.5th 1231, 1240.) It is a defendant's actions, not his expectations, that empower a State's courts to subject him to judgment. (*Bombardier Recreational Products, Inc. v. Dow Chemical Canada ULC* 216 Cal.App.4th 591, 600 (2013).) The mere placement of a product into the stream of commerce, without more, is not an act of defendant purposefully directed toward the forum state. Additional conduct of the defendant may indicate an intent or purpose to serve the market in the forum state, such as designing the product for the market in the home state, advertising in the forum state, establishing channels for providing regular advice to customers in the forum state, or marketing the product through a distributor who has agreed to serve as the sales agent in the forum state. But a defendant's mere awareness that the stream of commerce may or will sweep the product into the forum state does not convert the mere act of placing the product into the stream into an act purposefully directed toward the forum state. (*Dow Chemical Canada ULC v. Superior Court*

(2011) 202 Cal.App.4th 170, 176.) Nor is the mere causing of an effect in California sufficient to ground jurisdiction. (*West Corp. v. Superior Court* (2004) 116 Cal.App.4th 1167, 1173; *Goehring v. Superior Court* (1998) 62 Cal.App.4th 894, 908.) Making a factory shipment at the request of one's subsidiary is not sufficient to constitute purposeful availment, which exists when the defendant purposefully and voluntarily directs its activities toward the forum so that he should expect *by virtue of the benefit he receives* to be subject to the court's jurisdiction based on his contacts with the forum. (*Healthmarkets v. Superior Court* (2009) 171 Cal.App.4th 1160, 1168.)

Real Parties offer no evidence at all describing the circumstances of any of the purported sales described in the import data exhibit. Therefore, even if the exhibit were admissible – which it is not – it would fall far short of carrying Real Parties' burden of demonstrating "purposeful availment" by a preponderance of the evidence.

H. REAL PARTIES' IMPORT DATA FAILS TO PROVE PURPOSEFUL AVAILMENT BECAUSE REAL PARTIES OFFER NO CONTEXT WHATSOEVER

Even if the import data were properly before the Court – which, once again, it was not – the data proves none of the relevant facts because it *entirely lacks context.*

It is hardly a surprise to find that a significant number of these slab shipments came through California ports –

that's where America's West Coast ports are. Plaintiffs offer no data of shipments into the port of Seattle to see how the California ports compare. Plaintiffs hope to paint a picture of massive deliveries of stone being presented to end-users within California, but the printouts prove nothing of the kind. These are enormous slabs of stone totaling 256,150 tons, not fresh sea food being bought off the docks by end-users. There is obviously no way for a cargo ship coming from Israel to deliver directly to an end-user in Idaho, Wyoming, New Mexico or Nevada, and yet plaintiffs offer no data at all describing transshipments of the slabs so that such shipments, which could not have contributed to plaintiffs' claims in any way, can be subtracted from plaintiffs' exhibit. There was no way for the Court to even guess how many of these slabs might have been worked on by plaintiffs or used in California projects, because plaintiffs are entirely silent on the crucial point – how many were being shipped eastwards via freight train cars or tractor- trailers?

Plaintiffs ignore context in another sense. They entirely disregard shipments from Israel into East Coast ports. Even if we ignore transshipment data for the moment, where are the printouts for the ports of New York, Boston, Baltimore or Jacksonville? Were West Coast shipments greater or less? The plaintiffs left the trial court entirely in the dark about this crucial point.

Context is lacking in one final crucial sense. As set forth above, the foreseeability that matters for purposeful availment is not the mere likelihood that a product will find its way into the forum state. (*LG Chem, Ltd.*, 80 Cal.

App.5th at 368.) Sales must be substantial; it is not enough if they are only random, isolated or fortuitous. (*Keeton*, 465 U.S. at 774; *Thurston*, 53 Cal.App.5th at 1240.) But plaintiffs offer no way for the trial court to determine, even if it simply assumes without evidence that all these shipments were used in California, whether the shipments constitute "substantial" sales. Do the California shipments constitute 1% of Caesarstone Ltd.'s total yearly sales? 10%? 50%? Even disregarding the crucial fact that these printouts left the trial court to wonder where in the western half of the United States any of the slabs were used, the plaintiffs left the trial court entirely in the dark about whether the deliveries were "substantial."

Even if plaintiffs' import data were admissible, which it is not, it proves no relevant fact. Plaintiffs failed to offer any admissible evidence of purposeful availment, and denial of defendant's motion to quash service and dismiss was therefore error.

DATED: March 24, 2026

Respectfully submitted,

/s/ Kirk C. Jenkins
Kirk C. Jenkins (No. 177114)
KAHANA & FELD LLP

APPENDIX G — PETITION IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA, SECOND APPELLATE DISTRICT

IN THE COURT OF APPEAL
OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION ______

B________

CAESARSTONE LTD.,

Petitioner,

v.

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES,

Respondent,

GERARDO RAMIREZ-SORIANO, CALEB ABRAHAM RAMIREZ, EUFROCINA SANCHEZ-REYES, EVELIN LISETH GONZALEZ RODRIGUEZ, RICARDO JIMENEZ SOLARES ROSALES, LUZ MARIA RUIZ REYES, URIEL SALAMANCA LOPEZ, DANIELA RODRIGUEZ, JOSE LUIS MARTIN NAVARRO, REBECA GUDIEL GARCIA SILVA, PEDRO LUZAN JUAREZ, KARINA LUZAN, ANGEL SANTOS TREJO, CAMILLE HUNT,

Real Parties in Interest.

Appendix G

PETITION FROM THE SUPERIOR COURT OF LOS ANGELES COUNTY, DEPARTMENT PJ
HON. SERGIO C. TAPIA, II
NOS. 23STCV29755, 25STCV2317, 25STCV25790, 30-2023-01370092-CU-TT-CXC, 30-2024-01439369-CU-TT-CXC, CGC-24-619618, CGC-25-624256

PETITION FOR WRIT OF MANDATE, PROHIBITION AND/OR OTHER APPROPRIATE RELIEF

[TABLES INTENTIONALLY OMITTED]

I. PETITION

By its Petition, Petitioner Caesarstone Ltd. alleges:

1. Petitioner Caesarstone Ltd. is a limited liability company based in the nation of Israel, formed in 1987 with its headquarters located in Kibbutz Sdot Yam in Israel. Caesarstone Ltd. is a named defendant in each of the six actions involved here: *Ramirez-Soriano v. Antolini Luigi & C.S.P.A.,* Case No. 30-20240149369; *Rosales v. All Natural Stone Berkeley, Inc.,* Case No. CGC-25- 62456; *Lopez v. All Natural Stone Berkeley, Inc.,* Case No. CGC-24- 619618; *Navarro v. Anaheim Stone Works Inc.,* Case No. 30- 202301370092-CU-TT-CXC; *Juarez v. Architectural Surfaces Group, LLC,* Case No. 25STCV233176 and *Trejo v. Aaroha Radiant Marble & Granite Slabs,* Case No. 25STCV25790.

2. Respondent court is now, and at all times herein was, a duly constituted Superior Court of the State of California, exercising judicial functions in connection with the underlying actions.

3. Real parties in interest are Gerardo Ramirez-Soriano; Solares Rosales; Uriel Salamanca Lopez; Jose Luis Martir Navarro; Pedro Luzan Juarez; and Angel Santos Trejo, the plaintiffs in these actions.

A. Jurisdiction

4. This is a statutory petition for writ of mandate pursuant to § 418.10(c) of the California Code of Civil Procedure. No notice of entry of order was served. The respondent trial court ordered the filing of Answers to the complaints at issue on or before February 12, 2026, and accordingly, petitioner is filing its Petition on this date. Petitioner is without an adequate remedy at law because the order is not immediately appealable.

5. The respondent court's order denying Caesarstone's motion to quash service of process was made orally at the conclusion of a hearing held on January 13, 2026.

B. Nature of the Cases

6. These actions purport to state various personal injury and wrongful death claims. The complaints allege that the plaintiff (or plaintiff's decedent) was injured by inhaling respirable crystalline silica dust and contracted

silicosis, an occupational lung disease. They allege that the exposure to silica dust was the result of working with the products of various defendants, including Caesarstone Ltd.

C. Factual Background

7. Caesarstone Ltd. is an Israeli company. Nonetheless, rather than effect lawful service of process through Israel's Central Authority, plaintiffs in these actions attempted to engineer a workaround: they sent a process server wearing a police-like badge and mischaracterized he was only dropping off many boxes of documents relating to Caesarstone USA, a wholly owned subsidiary of Caesarstone Ltd. located in North Carolina. Once inside the Caesarstone USA facility, the process server purported to serve Caesarstone Ltd., even though Caesarstone USA expressly emphasized that it has no authority whatsoever to accept service on behalf of Caesarstone Ltd.

8. Since that time, plaintiffs' counsel has dropped off dozens and dozens of additional boxes of documents, including purported service of process upon Caesarstone Ltd. in many further silicosis cases.

D. Procedural History

9. On December 10, 2025, Caesarstone Ltd., specially appearing, filed its motion to quash service of process in the six cases set forth above. Caesarstone argued that it had no operations of any kind in the state of

California, nor is it qualified, licensed, or authorized to do business in California, nor does it have any offices, officers, employees or sales representatives in California. Further, Caesarstone Ltd does not own or lease any property in the state and does not maintain bank accounts or pay taxes in the state. Caesarstone argued that as a foreign-domiciled corporation, plaintiffs were obligated to serve process, if at all, using the methods set forth in the Hague Convention. Since plaintiffs failed to do so, Caesarstone argued that service was void on its face.

10. On December 15, 2025, plaintiffs filed their opposition to the motion to quash. They raised two principal arguments: (1) Caesarstone Ltd. had stated in its Form 20-F filed in 2014 with the Securities and Exchange Commission that it had "irrevocably" appointed Caesarstone USA, its wholly owned subsidiary, as its agent for service of process; and (2) plaintiffs filed hundreds of pages printed out from two purported "import aggregators" which plaintiffs argued demonstrated shipments of thousands of tons of slabs directly from Caesarstone Ltd. to ports in California. Plaintiffs argued that this was sufficient to constitute "purposeful availment" of the California forum.

11. Caesarstone filed its Reply in Support of its Motion to Quash on December 22, 2025.

12. The respondent trial court made its order denying Caesarstone's motion to quash at the end of a hearing on January 13, 2026. No written notice of entry of that order has ever been served.

E. Claims of Error

1. Plaintiffs Cite No Authority That Parties Can Appoint an Agent for Service of Process Through a Random Statement in a Federal Filing Nor Does It Demonstrate That Caesarstone Ltd. Appointed Caesarstone Ltd. its Agent for Service of Process in the Mandatory Manner Set Forth in California Law

13. Plaintiffs maintain that by a Caesarstone Ltd. appointed Caesarstone USA its agent for service of process by making a random statement to that effect in its Form 20-F, filed with the Securities Exchange Commission in 2014. Plaintiffs are mistaken.

14. Methodologies for service of process must be easily discoverable and clearly set forth. No plaintiff should have to sift through all publie statements and filings of their target defendant - including filings going back eleven years - to determine who needs to be served with process to initiate a lawsuit.

15. California law is entirely consistent with this principle. A foreign corporation must obtain a certificate of qualification from California's Secretary of State to transact intrastate business. *(The Capital Gold Gm., Inc. v. Nortier,* (2009) 176 Cal.App.4th 1119.)

16. To obtain this certificate, the corporation must file a statement providing specific information, including the designation of an agent for service of process in

California and its irrevocable consent to service of process. (Cal. Corp. Code § 2105.)

17. California Corporations Code Section 2110 specifically addresses how service may be made on a foreign corporation. The statute provides that a summons may be served on a corporation by delivering a copy to “the person designated as agent for service of process as provided by any provision in Section 202, 1502, 2105 or 2107 of the Corporations Code. (Cal.Code Civ. Proc. § 416.10.) Additionally, California law requires that before a foreign corporation may designate a corporate agent for service of process, that agent must comply with Section 1505. (Cal. Corp. Code § 2105.)

18. Plaintiffs make no showing whatever that Caesarstone Ltd. complied with any of these provisions with respect to the purported designation of Caesarstone USA. They cite no precedent holding that a random statement in an eleven-year-old Federal filing can overrule California law.

19. There is no tenable argument that Caesarstone Ltd. appointed Caesarstone USA its agent for service of process.

2. Service Pursuant to the Hague Convention is Mandatory To Properly Serve Foreign Entities Like Caesarstone Ltd.

20. Service upon a foreign-based corporation such as Caesarstone Ltd. must be accomplished pursuant to the Hague Convention.

21. The plaintiffs openly admit that they made no attempt to serve Caesarstone Ltd. as required by the Hague Convention; they insist that such service was not "necessary."

22. Plaintiffs are mistaken. Given that they failed to serve Caesarstone Ltd. as required by the Hague Convention, service was invalid and Caesarstone Ltd. is not properly before the court.

3. The Purported Import Data Relied Upon by Plaintiffs is Plainly Inadmissible

23. Settled law holds that in order to carry their initial burden on a motion to quash service of process, plaintiffs must submit admissible evidence demonstrating the required element: that the defendant "purposefully availed" itself of the privilege of conducting business in California. Proof must be by a preponderance of the evidence.

24. Evidence Code § 1271 sets forth the requirements for finding a business record admissible notwithstanding the hearsay rule.

25. Plaintiffs' massive import data exhibit satisfies none of the requirements set forth in Section 1271. Given that it is inadmissible, the trial court erred by considering it.

* * *

company's due process right not to be subject to California jurisdiction.

2. Plaintiffs have failed to comply with the Hague Service Convention in their deficient attempted service of Caesarstone Ltd.

Plaintiffs must comply with the Hague Service Convention in any attempt at serving Caesarstone Ltd. because it is an Israeli corporation with its principal place of business in Israel. The purpose of the Hague Service Convention was to simplify service abroad, ensure that foreign defendants received actual and timely notice, and establish reliable methods for proving service. *(Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, 698.)

The United States Supreme Court has made clear that the Hague Service Convention's procedures are mandatory, holding that "[b]y virtue of the Supremacy Clause, U.S. Const., Art. VI, the Convention preempts inconsistent methods of service prescribed by state law in all cases to which it applies." *(Id.* at pp. 698-699.) The Hague Service Convention "provides simple and certain means by which to serve process on a foreign national," and that "those who eschew its procedures" do so at their peril. *(Id.* at p. 706.)

The Hague Service Convention "'shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.'" *(Inversiones Papaluchi S.A.S. v. Superior Court* (2018) 20 Cal.App.5th 1055, 1064- 1065.) The Supreme Court interpreted the phrase "occasion to transmit" and stated "'If the **internal law of the forum state** defines the applicable method of serving process as requiring the transmittal of documents abroad, then the Hague Service Convention applies." *(Id.* at p. 1065 [citing *Volkswagenwerk, supra,* 486 U.S. at p. 700] [emphasis added].)

The applicable internal service of process statute law of California provides that:

> "Except as otherwise provided by statute, a summons shall be served on a person:
>
> (a) Within this state, as provided in this chapter.
>
> (b) Outside this state but within the United States, as provided in this chapter or as prescribed by the law of the place where the person is served.
>
> (c) Outside the United States, as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or as provided in this chapter or as directed by the court in which the action is pending, or, if the court before or after service finds that the service is reasonably calculated to give actual notice,

> as prescribed by the law of the place where the person is served or as directed by the foreign authority in response to a letter rogatory. These rules are subject to the provisions of the Convention on the 'Service Abroad of Judicial and Extrajudicial Documents' in Civil or Commercial Matters (Hague Service Convention)."

(Cod. Civ. Proc. § 413.10.)

An entity that is served outside of California, but within the United States, must be served in compliance either with California service of process laws or the service of process laws of that state. (Cod. Civ. Proc. § 413.10(b).) A party that must be served outside of the United States is permitted to be served in compliance with the Hague Service Convention. (Cod. Civ. Proc. § 413.10(c).)

a. California and North Carolina state law provides no means to serve Caesarstone Ltd. other than the Hague Service Convention.

The attempt of service on Caesarstone Ltd. was deficient because the party that was ultimately served with the relevant summons and complaint does not have the statutorily mandated permission to accept service on behalf of Caesarstone Ltd. California law governing service of process on a corporation is found in Code of Civil Procedure section 416.10, that states: "A summons may be served on a corporation by delivering a copy of the summons and the complaint ... to the president, chief executive officer, or other head of the corporation, a vice president, . . . a general manager, or a person authorized by the corporation to receive service of process."

In North Carolina, Rule 4 of the North Carolina Rules of Civil Procedure governs service of process in the State of North Carolina. Subsection (j)(6) of Rule 4 provides for service of process:

> "upon a domestic or foreign corporation...
>
> a. By delivering a copy of the summons and of the complaint to an officer, director, or managing agent of the corporation ... .
>
> b. By delivering a copy of the summons and of the complaint to an agent authorized by appointment or by law to be served or to accept service of process or by serving process upon such agent or the party in a manner specified by any statute.
>
> . . ."

Plaintiffs did not deliver the summons and complaint to any party that was permitted to accept service on behalf of Caesarstone Ltd. in either California or North Carolina. Plaintiffs have not delivered a summons and complaint to a corporate officer or director of Caesarstone Ltd. Kobi Brenner, who received the summons and complaints, on behalf of Caesarstone USA is not even an employee of Caesarstone Ltd.

The separate legal entity of Caesarstone USA was not permitted to accept service on Caesarstone Ltd.'s behalf as an agent for service of process. As discussed below, plaintiffs' clandestine attempt at serving Caesarstone Ltd. does not comply with California's well-established statutory framework for serving a corporation's designated agent.

i. California has specific law on the process of appointing an agent and Caesarstone Ltd. has not appointed anyone by that process.

California law establishes specific statutory requirements for a foreign corporation to designate an agent for service of process. "A foreign corporation must obtain a certificate of qualification from California's Secretary of State to transact intrastate business." *(The Capital Gold Grp., Inc. v. Nortier* (2009) 176 Cal. App. 4th 1119, 1132.) To obtain this certificate, the corporation must file a statement providing specific information. including the designation of an agent for service of process in California and its irrevocable consent to service of process. (Corp. Code § 2105.)

California Corporations Code section 2110 specifically addresses how service may be made on a foreign corporation. A summons may be served by delivering a copy:

> "(a) to any officer of the corporation or its general manager in this state ..., (b) to any natural person designated by it as agent for

> the service of process, or (c), if the corporation has designated a corporate agent to any person named in the latest certificate of the corporate agent filed pursuant to section 1505 shall constitute valid service on the corporation."

(Corp. Cod. § 2110.)

The Code of Civil Procedure similarly provides that a summons may be served on a corporation by delivering a copy to "the person designated as agent for service of process as provided by any provision in Section 202, 1502, 2105, or 2107 of the Corporations Code." (Cal. Cod. Civ. Proc. § 416.10.) Additionally, California law requires that before a foreign corporation may designate a corporate agent for service of process, that agent must comply with Corporations Code section 1505 that requires the filing of a certificate that, among other things, provides consent that delivery of papers to it would constitute delivery as an agent. (Corp. Cod. § 2105.)

Here, Caesarstone Ltd. has not appointed Caesarstone USA to be its designated agent for service of process in California. It has not filed any paperwork in California that consented to Caesarstone USA being Caesarstone Ltd.'s designated agent. It has not even taken any steps to obtain a certificate to transact business in California. Likewise, Caesarstone USA has also never filed anything pursuant to Corporations Code section 1505 to provide its consent to be Caesarstone Ltd.'s designated agent. The same applies for Mr. Brenner.

No California law has been identified that would permit Caesarstone USA to accept service on Caesarstone Ltd.'s behalf. The only alleged support that the trial court mustered for the premise that a foreign corporation could be served through its local subsidiary comes from misapplied cases that apply statutes with no bearing on this case[1].

Caesarstone Ltd. has not appointed Caesarstone USA to be its designated agent for service of process in California. An alternative finding would obviate the need to comply with a clear California statutory scheme designed to promote clarity on the entities can accept service on the behalf of another.

b. Caesarstone USA is not Caesarstone Ltd.'s agent because neither the SEC filings or Caesarstone USA being a subsidiary of Caesarstone Ltd. is sufficient to create such a relationship.

i. SEC filings are not sufficient to appoint an entity as an agent under California law.

A filing with the SEC does not automatically appoint an entity as another's agent for service of process. No authority supports this premise. The practical effect of this would produce absurd results; SEC filings would ultimately usurp state laws regarding how an agent for service of process can be appointed.

1. Further discussed in Section IV(A)(2)(c) of this Petition.

ii. Here, California law prescribes a specific manner that an agent must be appointed by a corporation. Caesarstone Ltd. has not appointed any entity as its agent. A Old SEC form, is not sufficient to bypass the mandatory state requirements in appointing a designated agent for service of process. Caesarstone USA is not Caesarstone Ltd.'s agent solely because of their parent-subsidiary relationship.

Caesarstone USA is not Caesarstone Ltd.'s agent for service simply because it is a subsidiary of Caesarstone Ltd. "The mere ownership of a subsidiary does not subject a nonresident parent company to specific personal jurisdiction based on the subsidiary's forum contacts." *(HealthMarkets, Inc. v. Superior Court* (2009) 171 Cal. App.4th 1160, 1169.) Courts have consistently held that "a parent company's ownership or control of a subsidiary corporation does not, without more, subject the parent corporation to the jurisdiction of the state where the subsidiary does business." *(DVI Inc. v. Superior Court* (2002) 104 Cal.App.4th 1080, 1087.)

Caesarstone USA's status as a subsidiary, without anything more[2], is insufficient to establish it as an agent for Caesarstone Ltd.

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2. Further reference to Caesarstone USA's independent control over its own operations is discussed in section IV(A)(7).

c. The trial court misinterpreted *Volkswagenwerk,* and other non-binding case law, in its application.

The trial court's reliance on the United States Supreme Court's *Volkswagenwerk, supra,* 486 U.S. 694 opinion was improper as the trial court superimposed Illinois state law onto California's service of process requirements. It further took the Central District of California *Daewoo Motor America, Inc. v. Dongbu Fire Ins.* (2001) 289 F.Supp.2d 1127 persuasive ruling out of context.

First, in *Volkswagenwerk,* Volkswagen Aktiengesellschaft ("VWAG") brought a motion to quash service because the plaintiff had attempted to serve VWAG by serving its wholly owned subsidiary Volkswagen of America, Inc. ("VWOA"), instead of complying with the Hague Service Convention. *(Volkswagenwerk, supra,* 486 U.S. at p. 697.) VWAG was a foreign corporation with its principal place of business in Germany; and VWOA was the wholly owned subsidiary of VWAG that was based in the United States. *(Ibid.)* Both the trial court and appellate courts, however, found that plaintiff had complied with the rules for service of process because "VWOA is VWAG's agent for service of process under Illinois law, and that the service of process ... did not violate the Hague Service Convention." *(Ibid* [emphasis added].)

The Supreme Court had little to discuss in terms of whether VWOA was, indeed, VWAG's agent for service of process because "the Illinois long-arm statute authorized [plaintiff] to serve VWAG by substituted service on VWOA, without sending documents to Germany." *(Id.* at p. 706.) "Where service on a domestic agent is valid and complete under both state law and the Due Process Clause" the Supreme Court ruled that the "inquiry ends and the Convention has no further implications." *(Ibid.)* VWAG had not "petitioned for review of the Illinois Appellate Court's holding that service was proper as a matter of Illinois law." *(Id.* at p. 707.)

The finding that VWOA was an agent of the foreign VWAG was purely a finding under Illinois law. *Volkswagenwerk* emphasized that service must be completed under the relevant laws of the state. It did not, by any means, promulgate a rule that subsidiaries are agents that can receive service of process for their foreign parent corporation. Instead, it is the laws of each internal forum for service of process that parties must abide by.

Next, the trial court cited *Daewoo* to support its conclusion that service of process can be accomplished without transmitting papers abroad when the "foreign company has a local subsidiary." (Transcript, p. 16:14-17:9.)

In *Daewoo, supra,* 289 F.Supp.2d 1127, the defendant was a foreign insurer that moved to quash the service of plaintiff's amended complaint after plaintiff attempted service by serving the foreign insurer's "alleged statutory agent, the California Commissioner of Insurance, pursuant to California Insurance Code § 12931." *(Daewoo Motor America, Inc. v. Dongbu Fire Ins.* (2001) 289 F.Supp.2d 1127, 1128.) The foreign insurer contended that the service was insufficient because it did not comply with the Hague Service Convention; plaintiff argued that the "Hague Service Convention is never implicated if a foreign national is served through its agent in this country (in this case, the California Commissioner of Insurance.)" *(Id.* at 1129.)

The federal Central District of California analyzed Insurance Code section 12931(c) and concluded that the insurance statute permitted the California Commissioner of Insurance to act as the foreign insurer's designated agent for service of process. *(Id.* at p. 1130.)

Much like the Supreme Court in *Volkswagenwerk,* the Central District made no unilateral finding that a foreign corporation may be served through its subsidiary. The Central District found that *Volkswagenwerk* permitted service through a subsidiary only when the internal law of the forum permitted service on a foreign corporation through its subsidiary. *(Id.* at p. 1131.) Service through the foreign insurer's agent was proper in the occasion in *Daewoo* because it was provided for by Insurance Code section 12931(c).

The trial court's reliance on both *Volkswagenwerk and Daewoo* is misplaced. The application of Illinois law and Insurance Code section 12931 is not relevant.

No California law has been identified that would permit service in the manner that it occurred. Caesarstone Ltd. has no agent that can accept service of process on its behalf in the United States.

d. Transmission outside of the United States is required because no state law applies so the Hague Convention must apply.

The Hague Service Convention must be complied with to properly serve Caesarstone Ltd. with the relevant summons and complaints. Neither Code of Civil Procedure section 413.10(a) or (b) is applicable because Caesarstone Ltd. must be served outside of the United States. Caesarstone Ltd. cannot be properly served either in the state of California nor in North Carolina, to the extent that North Carolina law would apply. The application of section 413.10(c) mandates the plaintiffs to provide notice in conformity with the Hague Service Convention.

California courts have consistently held that when the Hague Service Convention applies, the failure to properly serve a party "renders all subsequent proceedings void as to that person." *(In re R.L.* (2016) 4 Cal. App. 5th 125, 146.) Service is invalid even when the foreign defendant receives actual notice of the action. (See *Dr. Inc. H.C. F. Porsche A.G. v. Superior Court* (1981) 123 Cal.App.3d 755, 762 [service on German corporation void where Germany objected to the method used].)

Caesarstone Ltd. is an Israeli corporation with its principal place of business in Israel. The service of process of Caesarstone must comply with the Hague Service Convention because Israel is a signatory to the treaty. Any other service would be invalid.

3. Plaintiff Failed to Present Admissible Evidence Sufficient to Establish Jurisdiction in Response to Defendant's Motion

The standard applicable to deciding a defendant's motion to quash service of process is well settled.

There are two kinds of personal jurisdiction: general and specific. *(Bristol-Myers Squibb Co. v. Superior Court* (2017) 582 U.S. 255, 262.) Plaintiffs here have specifically disavowed the existence of general jurisdiction and rely only on specific jurisdiction.

When determining whether specific jurisdiction exists, courts consider the relationship among the defendant, the forum, and the litigation. A court may exercise specific jurisdiction over a nonresident defendant only if: (1) the defendant has purposefully

* * *

APPENDIX H — CONSTITUTIONAL PROVISIONS, REGULATIONS, TREATIES AND STATUTES INVOLVED

1. U.S. Const. Art. VI, Cl. 2. Supreme Law

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

2. 15 U.S.C. § 78m. Periodical and other reports

(a) Reports by issuer of security; contents. Every issuer of a security registered pursuant to section 78*l* of this title shall file with the Commission, in accordance with such rules and regulations as the Commission may prescribe as necessary or appropriate for the proper protection of investors and to insure fair dealing in the security—

> **(1)** such information and documents (and such copies thereof) as the Commission shall require to keep reasonably current the information and documents required to be included in or filed with an application or registration statement filed pursuant to section 78*l* of this title, except that the Commission may not require the filing of any material contract wholly executed before July 1, 1962.
>
> **(2)** such annual reports (and such copies thereof), certified if required by the rules and regulations of

the Commission by independent public accountants, and such quarterly reports (and such copies thereof), as the Commission may prescribe.

Every issuer of a security registered on a national securities exchange shall also file a duplicate original of such information, documents, and reports with the exchange. In any registration statement, periodic report, or other reports to be filed with the Commission, an emerging growth company need not present selected financial data in accordance with section 229.301 of title 17, Code of Federal Regulations, for any period prior to the earliest audited period presented in connection with its first registration statement that became effective under this chapter or the Securities Act of 1933 and, with respect to any such statement or reports, an emerging growth company may not be required to comply with any new or revised financial accounting standard until such date that a company that is not an issuer (as defined under section 7201 of this title) is required to comply with such new or revised accounting standard, if such standard applies to companies that are not issuers.

(b) Form of report; books, records, and internal accounting; directives.

(1) The Commission may prescribe, in regard to reports made pursuant to this chapter, the form or forms in which the required information shall be set forth, the items or details to be shown in the balance sheet and the earnings statement, and the methods to be followed in the preparation of reports, in the appraisal or valuation of assets and liabilities, in the determination of depreciation and depletion, in the differentiation of recurring and nonrecurring income, in the differentiation of investment and operating income, and in the preparation, where the Commission deems it necessary or desirable, of separate and/or consolidated balance sheets or income accounts of any person directly or indirectly controlling or controlled by the issuer, or any person under direct or indirect common control with the issuer; but in the case of the reports of any person whose methods of accounting are prescribed under the provisions of any law of the United States, or any rule or regulation thereunder, the rules and regulations of the Commission with respect to reports shall not be inconsistent with the requirements imposed by such law or rule or regulation in respect of the same subject matter (except that such rules and regulations of the Commission may be inconsistent with such requirements to the extent that the Commission determines that the public interest or the protection of investors so requires).

(2) Every issuer which has a class of securities registered pursuant to section 78*l* of this title and every issuer which is required to file reports pursuant to section 78*o*(d) of this title shall—

> **(A)** make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the issuer;

(B) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that—

(i) transactions are executed in accordance with management's general or specific authorization;

(ii) transactions are recorded as necessary (I) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (II) to maintain accountability for assets;

(iii) access to assets is permitted only in accordance with management's general or specific authorization; and

(iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

(C) notwithstanding any other provision of law, pay the allocable share of such issuer of a reasonable annual accounting support fee or fees, determined in accordance with section 7219 of this title.

(3)

(A) With respect to matters concerning the national security of the United States, no duty or liability under paragraph (2) of this subsection shall be imposed upon any person acting in cooperation with the head of any Federal department or agency responsible for such matters if such act in cooperation with such head of a department or agency was done upon the specific, written directive of the head of such department or agency pursuant to Presidential authority to issue such directives. Each directive issued under this paragraph shall set forth the specific facts and circumstances with respect to which the provisions of this paragraph are to be invoked. Each such directive shall, unless renewed in writing, expire one year after the date of issuance.

(B) Each head of a Federal department or agency of the United States who issues a directive pursuant to this paragraph shall maintain a complete file of all such directives and shall, on October 1 of each year, transmit a summary of matters covered by such directives in force at any time during the previous year to the Permanent Select Committee on Intelligence of the House of Representatives and the Select Committee on Intelligence of the Senate.

(4) No criminal liability shall be imposed for failing to comply with the requirements of paragraph (2) of this subsection except as provided in paragraph (5) of this subsection.

(5) No person shall knowingly circumvent or knowingly fail to implement a system of internal accounting controls or knowingly falsify any book, record, or account described in paragraph (2).

(6) Where an issuer which has a class of securities registered pursuant to section 78*l* of this title or an issuer which is required to file reports pursuant to section 78*o*(d) of this title holds 50 per centum or less of the voting power with respect to a domestic or foreign firm, the provisions of paragraph (2) require only that the issuer proceed in good faith to use its influence, to the extent reasonable under the issuer's circumstances, to cause such domestic or foreign firm to devise and maintain a system of internal accounting controls consistent with paragraph (2). Such circumstances include the relative degree of the issuer's ownership of the domestic or foreign firm and the laws and practices governing the business operations of the country in which such firm is located. An issuer which demonstrates good faith efforts to use such influence shall be conclusively presumed to have complied with the requirements of paragraph (2).

(7) For the purpose of paragraph (2) of this subsection, the terms "reasonable assurances" and "reasonable detail" mean such level of detail and degree of assurance as would satisfy prudent officials in the conduct of their own affairs.

(c) Alternative reports. If in the judgment of the Commission any report required under subsection (a) is inapplicable to any specified class or classes of issuers, the Commission shall require in lieu thereof the submission of such reports of comparable character as it may deem applicable to such class or classes of issuers.

(d) Reports by persons acquiring more than five per centum of certain classes of securities.

(1) Any person who, after acquiring directly or indirectly the beneficial ownership of any equity security of a class which is registered pursuant to section 78*l* of this title, or any equity security of an insurance company which would have been required to be so registered except for the exemption contained in section 78*l*(g)(2)(G) of this title, or any equity security issued by a closed-end investment company registered under the Investment Company Act of 1940 or any equity security issued by a Native Corporation pursuant to section 1629c(d)(6) of Title 43, or otherwise becomes or is deemed to become a beneficial owner of any of the foregoing upon the purchase or sale of a security-based swap that the Commission may define by rule, and is directly or indirectly the beneficial owner of more than 5 per centum of such class shall, within ten days after such acquisition or within such shorter time as the Commission may establish by rule, file with the Commission, a statement containing such of the following information, and such additional information, as the Commission may by rules and regulations, prescribe as necessary or appropriate in the public interest or for the protection of investors—

(A) the background, and identity, residence, and citizenship of, and the nature of such beneficial ownership by, such person and all other persons by whom or on whose behalf the purchases have been or are to be effected;

(B) the source and amount of the funds or other consideration used or to be used in making the purchases, and if any part of the purchase price is represented or is to be represented by funds or other consideration borrowed or otherwise obtained for the purpose of acquiring, holding, or trading such security, a description of the transaction and the names of the parties thereto, except that where a source of funds is a loan made in the ordinary course of business by a bank, as defined in section 78c(a)(6) of this title, if the person filing such statement so requests, the name of the bank shall not be made available to the public;

(C) if the purpose of the purchases or prospective purchases is to acquire control of the business of the issuer of the securities, any plans or proposals which such persons may have to liquidate such issuer, to sell its assets to or merge it with any other persons, or to make any other major change in its business or corporate structure;

(D) the number of shares of such security which are beneficially owned, and the number of shares concerning which there is a right to acquire, directly or indirectly, by (i) such person, and (ii) by each associate of such person, giving the background, identity, residence, and citizenship of each such associate; and

(E) information as to any contracts, arrangements, or understandings with any person with respect to any securities of the issuer, including but not limited to transfer of any of the securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or guaranties of profits, division of losses or profits, or the giving or withholding of proxies, naming the persons with whom such contracts, arrangements, or understandings have been entered into, and giving the details thereof.

(2) If any material change occurs in the facts set forth in the statement filed with the Commission, an amendment shall be filed with the Commission, in accordance with such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.

(3) When two or more persons act as a partnership, limited partnership, syndicate, or other group for the purpose of acquiring, holding, or disposing of securities of an issuer, such syndicate or group shall be deemed a "person" for the purposes of this subsection.

(4) In determining, for purposes of this subsection, any percentage of a class of any security, such class shall be deemed to consist of the amount of the outstanding securities of such class, exclusive of any securities of such class held by or for the account of the issuer or a subsidiary of the issuer.

(5) The Commission, by rule or regulation or by order, may permit any person to file in lieu of the statement required by paragraph (1) of this subsection or the rules and regulations thereunder, a notice stating the name of such person, the number of shares of any equity securities subject to paragraph (1) which are owned by him, the date of their acquisition and such other information as the Commission may specify, if it appears to the Commission that such securities were acquired by such person in the ordinary course of his business and were not acquired for the purpose of and do not have the effect of changing or influencing the control of the issuer nor in connection with or as a participant in any transaction having such purpose or effect.

(6) The provisions of this subsection shall not apply to—

(A) any acquisition or offer to acquire securities made or proposed to be made by means of a registration statement under the Securities Act of 1933;

(B) any acquisition of the beneficial ownership of a security which, together with all other acquisitions by the same person of securities of the same class during the preceding twelve months, does not exceed 2 per centum of that class;

(C) any acquisition of an equity security by the issuer of such security;

(D) any acquisition or proposed acquisition of a security which the Commission, by rules or regulations or by order, shall exempt from the provisions of this subsection as not entered into for the purpose of, and not having the effect of, changing or influencing the control of the issuer or otherwise as not comprehended within the purposes of this subsection.

(e) Purchase of securities by issuer

(1) It shall be unlawful for an issuer which has a class of equity securities registered pursuant to section 78*l* of this title, or which is a closed-end investment company registered under the Investment Company Act of 1940, to purchase any equity security issued by it if such purchase is in contravention of such rules and regulations as the Commission, in the public interest or for the protection of investors, may adopt (A) to define acts and practices which are fraudulent, deceptive, or manipulative, and (B) to prescribe means reasonably designed to prevent such acts and practices. Such rules and regulations may require such issuer to provide holders of equity securities of such class with such information relating to the reasons for such purchase, the source of funds, the number of shares to be purchased, the price to be paid for such securities, the method of purchase, and such additional information, as the Commission deems necessary or appropriate in the public interest or for the protection of investors, or which the Commission deems to be material to a determination whether such security should be sold.

(2) For the purpose of this subsection, a purchase by or for the issuer or any person controlling, controlled by, or under common control with the issuer, or a purchase subject to control of the issuer or any such person, shall be deemed to be a purchase by the issuer. The Commission shall have power to make rules and regulations implementing this paragraph in the public interest and for the protection of investors, including exemptive rules and regulations covering situations in which the Commission deems it unnecessary or inappropriate that a purchase of the type described in this paragraph shall be deemed to be a purchase by the issuer for purposes of some or all of the provisions of paragraph (1) of this subsection.

(3) At the time of filing such statement as the Commission may require by rule pursuant to paragraph (1) of this subsection, the person making the filing shall pay to the Commission a fee at a rate that, subject to paragraph (4), is equal to $92 per $1,000,000 of the value of securities proposed to be purchased. The fee shall be reduced with respect to securities in an amount equal to any fee paid with respect to any securities issued in connection with the proposed transaction under section 6(b) of the Securities Act of 1933, or the fee paid under that section shall be reduced in an amount equal to the fee paid to the Commission in connection with such transaction under this paragraph.

(4) Annual adjustment. For each fiscal year, the Commission shall by order adjust the rate required by paragraph (3) for such fiscal year to a rate that is equal to the rate (expressed in dollars per million) that is applicable under section 6(b) of the Securities Act of 1933 for such fiscal year.

(5) Fee collections. Fees collected pursuant to this subsection for fiscal year 2012 and each fiscal year thereafter shall be deposited and credited as general revenue of the Treasury and shall not be available for obligation.

(6) Effective date; publication. In exercising its authority under this subsection, the Commission shall not be required to comply with the provisions of section 553 of Title 5. An adjusted rate prescribed under paragraph (4) shall be published and take effect in accordance with section 6(b) of the Securities Act of 1933 (15 U.S.C. 77f(b)).

(7) Pro rata application. The rates per $1,000,000 required by this subsection shall be applied pro rata to amounts and balances of less than $1,000,000.

(f) Reports by institutional investment managers.

(1) Every institutional investment manager which uses the mails, or any means or instrumentality of interstate commerce in the course of its business as an institutional investment manager and which exercises investment discretion with respect to accounts holding equity securities of a class described in subsection (d)(1) or otherwise becomes or is deemed to become a beneficial owner of any security of a class described in subsection (d)(1) upon the purchase or sale of a security-based swap that the Commission may define by rule, having an aggregate fair market value on the last trading day in any of the preceding twelve months of at least $100,000,000 or such lesser amount (but in no case less than $10,000,000) as the Commission, by rule, may determine, shall file reports with the Commission in such form, for such periods, and at such times after the end of such periods as the Commission, by rule, may prescribe, but in no event shall such reports be filed for periods longer than one year or shorter than one quarter. Such reports shall include for each such equity security held on the last day of the reporting period by accounts (in aggregate or by type as the Commission, by rule, may prescribe) with respect to which the institutional investment manager exercises investment discretion (other than securities held in amounts which the Commission, by rule, determines to be insignificant for purposes of this subsection), the name of the issuer and the title, class, CUSIP number, number of shares or principal amount, and aggregate fair market value of each such security. Such reports may also include for accounts (in aggregate or by type) with respect to which the institutional investment manager exercises investment discretion such of the following information as the Commission, by rule, prescribes—

(A) the name of the issuer and the title, class, CUSIP number, number of shares or principal amount, and aggregate fair market value or cost or amortized cost of each other security (other than an exempted security) held on the last day of the reporting period by such accounts;

(B) the aggregate fair market value or cost or amortized cost of exempted securities (in aggregate or by class) held on the last day of the reporting period by such accounts;

(C) the number of shares of each equity security of a class described in subsection (d)(1) held on the last day of the reporting period by such accounts with respect to which the institutional investment manager possesses sole or shared authority to exercise the voting rights evidenced by such securities;

(D) the aggregate purchases and aggregate sales during the reporting period of each security (other than an exempted security) effected by or for such accounts; and

(E) with respect to any transaction or series of transactions having a market value of at least $500,000 or such other amount as the Commission, by rule, may determine, effected during the reporting period by or for such accounts in any equity security of a class described in subsection (d)(1)—

> **(i)** the name of the issuer and the title, class, and CUSIP number of the security;

(ii) the number of shares or principal amount of the security involved in the transaction;

(iii) whether the transaction was a purchase or sale;

(iv) the per share price or prices at which the transaction was effected;

(v) the date or dates of the transaction;

(vi) the date or dates of the settlement of the transaction;

(vii) the broker or dealer through whom the transaction was effected;

(viii) the market or markets in which the transaction was effected; and

(ix) such other related information as the Commission, by rule, may prescribe.

(2) The Commission shall prescribe rules providing for the public disclosure of the name of the issuer and the title, class, CUSIP number, aggregate amount of the number of short sales of each security, and any additional information determined by the Commission following the end of the reporting period. At a minimum, such public disclosure shall occur every month.

(3) The Commission, by rule, or order, may exempt, conditionally or unconditionally, any institutional investment manager or security or any class of institutional investment managers or securities from any or all of the provisions of this subsection or the rules thereunder.

(4) The Commission shall make available to the public for a reasonable fee a list of all equity securities of a class described in subsection (d)(1), updated no less frequently than reports are required to be filed pursuant to paragraph (1) of this subsection. The Commission shall tabulate the information contained in any report filed pursuant to this subsection in a manner which will, in the view of the Commission, maximize the usefulness of the information to other Federal and State authorities and the public. Promptly after the filing of any such report, the Commission shall make the information contained therein conveniently available to the public for a reasonable fee in such form as the Commission, by rule, may prescribe, except that the Commission, as it determines to be necessary or appropriate in the public interest or for the protection of investors, may delay or prevent public disclosure of any such information in accordance with section 552 of Title 5. Notwithstanding the preceding sentence, any such information identifying the securities held by the account of a natural person or an estate or trust (other than a business trust or investment company) shall not be disclosed to the public.

(5) In exercising its authority under this subsection, the Commission shall determine (and so state) that its action is necessary or appropriate in the public interest and for the protection of investors or to maintain fair and orderly markets or, in granting an exemption, that its action is consistent with the protection of investors and the purposes of this subsection. In exercising such authority the Commission shall take such steps as are within its power, including consulting with the Comptroller General of the United States, the Director of the Office of Management and Budget, the appropriate regulatory agencies, Federal and State authorities which, directly or indirectly, require reports from institutional investment managers of information substantially similar to that called for by this subsection, national securities exchanges, and registered securities associations, (A) to achieve uniform, centralized reporting of information concerning the securities holdings of and transactions by or for accounts with respect to which institutional investment managers exercise investment discretion, and (B) consistently with the objective set forth in the preceding subparagraph, to avoid unnecessarily duplicative reporting by, and minimize the compliance burden on, institutional investment managers. Federal authorities which, directly or indirectly, require reports from institutional investment managers of information substantially similar to that called for by this subsection shall cooperate with the Commission in the performance of its responsibilities under the preceding sentence. An institutional investment manager which is a bank, the deposits of which are insured in accordance with the Federal Deposit Insurance Act, shall file with the appropriate regulatory agency a copy of every report filed with the Commission pursuant to this subsection.

(6)

(A) For purposes of this subsection the term "institutional investment manager" includes any person, other than a natural person, investing in or buying and selling securities for its own account, and any person exercising investment discretion with respect to the account of any other person.

(B) The Commission shall adopt such rules as it deems necessary or appropriate to prevent duplicative reporting pursuant to this subsection by two or more institutional investment managers exercising investment discretion with respect to the same amount.

(g) Statement of equity security ownership.

(1) Any person who is directly or indirectly the beneficial owner of more than 5 per centum of any security of a class described in subsection (d)(1) of this section or otherwise becomes or is deemed to become a beneficial owner of any security of a class described in subsection (d)(1) upon the purchase or sale of a security-based swap that the Commission may define by rule shall file with the Commission a statement setting forth, in such form and at such time as the Commission may, by rule, prescribe—

(A) such person's identity, residence, and citizenship; and

(B) the number and description of the shares in which such person has an interest and the nature of such interest.

(2) If any material change occurs in the facts set forth in the statement filed with the Commission, an amendment shall be filed with the Commission, in accordance with such rules and regulations as the Commission may prescribe as necessary or appropriate in the public interest or for the protection of investors.

(3) When two or more persons act as a partnership, limited partnership, syndicate, or other group for the purpose of acquiring, holding, or disposing of securities of an issuer, such syndicate or group shall be deemed a "person" for the purposes of this subsection.

(4) In determining, for purposes of this subsection, any percentage of a class of any security, such class shall be deemed to consist of the amount of the outstanding securities of such class, exclusive of any securities of such class held by or for the account of the issuer or a subsidiary of the issuer.

(5) In exercising its authority under this subsection, the Commission shall take such steps as it deems necessary or appropriate in the public interest or for the protection of investors (A) to achieve centralized reporting of information regarding ownership, (B) to avoid unnecessarily duplicative reporting by and minimize the compliance burden on persons required to report, and (C) to tabulate and promptly make available the information contained in any report filed pursuant to this subsection in a manner which will, in the view of the Commission, maximize the usefulness of the information to other Federal and State agencies and the public.

(6) The Commission may, by rule or order, exempt, in whole or in part, any person or class of persons from any or all of the reporting requirements of this subsection as it deems necessary or appropriate in the public interest or for the protection of investors.

(h) Large trader reporting.

(1) Identification requirements for large traders. For the purpose of monitoring the impact on the securities markets of securities transactions involving a substantial volume or a large fair market value or exercise value and for the purpose of otherwise assisting the Commission in the enforcement of this chapter, each large trader shall—

(A) provide such information to the Commission as the Commission may by rule or regulation prescribe as necessary or appropriate, identifying such large trader and all accounts in or through which such large trader effects such transactions; and

(B) identify, in accordance with such rules or regulations as the Commission may prescribe as necessary or appropriate, to any registered broker or dealer by or through whom such large trader directly or indirectly effects securities transactions, such large trader and all accounts directly or indirectly maintained with such broker or dealer by such large trader in or through which such transactions are effected.

(2) Recordkeeping and reporting requirements for brokers and dealers. Every registered broker or dealer shall make and keep for prescribed periods such records as the Commission by rule or regulation prescribes as necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of this chapter, with respect to securities transactions that equal or exceed the reporting activity level effected directly or indirectly by or through such registered broker or dealer of or for any person that such broker or dealer knows is a large trader, or any person that such broker or dealer has reason to know is a large trader on the basis of transactions in securities effected by or through such broker or dealer. Such records shall be available for reporting to the Commission, or any self-regulatory organization that the Commission shall designate to receive such reports, on the morning of the day following the day the transactions were effected, and shall be reported to the Commission or a self-regulatory organization designated by the Commission immediately upon request by the Commission or such a self-regulatory organization. Such records and reports shall be in a format and transmitted in a manner prescribed by the Commission (including, but not limited to, machine readable form).

(3) Aggregation rules. The Commission may prescribe rules or regulations governing the manner in which transactions and accounts shall be aggregated for the purpose of this subsection, including aggregation on the basis of common ownership or control.

(4) Examination of broker and dealer records. All records required to be made and kept by registered brokers and dealers pursuant to this subsection with respect to transactions effected by large traders are subject at any time, or from time to time, to such reasonable periodic, special, or other examinations by representatives of the Commission as the Commission deems necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of this chapter.

(5) Factors to be considered in Commission actions. In exercising its authority under this subsection, the Commission shall take into account—

> **(A)** existing reporting systems;
>
> **(B)** the costs associated with maintaining information with respect to transactions effected by large traders and reporting such information to the Commission or self-regulatory organizations; and

(C) the relationship between the United States and international securities markets.

(6) Exemptions. The Commission, by rule, regulation, or order, consistent with the purposes of this chapter, may exempt any person or class of persons or any transaction or class of transactions, either conditionally or upon specified terms and conditions or for stated periods, from the operation of this subsection, and the rules and regulations thereunder.

(7) Authority of Commission to limit disclosure of information. Notwithstanding any other provision of law, the Commission shall not be compelled to disclose any information required to be kept or reported under this subsection. Nothing in this subsection shall authorize the Commission to withhold information from Congress, or prevent the Commission from complying with a request for information from any other Federal department or agency requesting information for purposes within the scope of its jurisdiction, or complying with an order of a court of the United States in an action brought by the United States or the Commission. For purposes of section 552 of Title 5, this subsection shall be considered a statute described in subsection (b)(3)(B) of such section 552.

(8) Definitions. For purposes of this subsection—

(A) the term "large trader" means every person who, for his own account or an account for which he exercises investment discretion, effects transactions for the purchase or sale of any publicly traded security or securities by use of any means or instrumentality of interstate commerce or of the mails, or of any facility of a national securities exchange, directly or indirectly by or through a registered broker or dealer in an aggregate amount equal to or in excess of the identifying activity level;

(B) the term "publicly traded security" means any equity security (including an option on individual equity securities, and an option on a group or index of such securities) listed, or admitted to unlisted trading privileges, on a national securities exchange, or quoted in an automated interdealer quotation system;

(C) the term "identifying activity level" means transactions in publicly traded securities at or above a level of volume, fair market value, or exercise value as shall be fixed from time to time by the Commission by rule or regulation, specifying the time interval during which such transactions shall be aggregated;

(D) the term "reporting activity level" means transactions in publicly traded securities at or above a level of volume, fair market value, or exercise value as shall be fixed from time to time by the Commission by rule, regulation, or order, specifying the time interval during which such transactions shall be aggregated; and

(E) the term “person” has the meaning given in section 78c(a)(9) of this title and also includes two or more persons acting as a partnership, limited partnership, syndicate, or other group, but does not include a foreign central bank.

(i) Accuracy of financial reports. Each financial report that contains financial statements, and that is required to be prepared in accordance with (or reconciled to) generally accepted accounting principles under this chapter and filed with the Commission shall reflect all material correcting adjustments that have been identified by a registered public accounting firm in accordance with generally accepted accounting principles and the rules and regulations of the Commission.

(j) Off-balance sheet transactions. Not later than 180 days after July 30, 2002, the Commission shall issue final rules providing that each annual and quarterly financial report required to be filed with the Commission shall disclose all material off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships of the issuer with unconsolidated entities or other persons, that may have a material current or future effect on financial condition, changes in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses.

(k) Prohibition on personal loans to executives.

(1) In general. It shall be unlawful for any issuer (as defined in section 7201 of this title), directly or indirectly, including through any subsidiary, to extend or maintain credit, to arrange for the extension of credit, or to renew an extension of credit, in the form of a personal loan to or for any director or executive officer (or equivalent thereof) of that issuer. An extension of credit maintained by the issuer on July 30, 2002, shall not be subject to the provisions of this subsection, provided that there is no material modification to any term of any such extension of credit or any renewal of any such extension of credit on or after July 30, 2002.

(2) Limitation. Paragraph (1) does not preclude any home improvement and manufactured home loans (as that term is defined in section 1464 of Title 12), consumer credit (as defined in section 1602 of this title), or any extension of credit under an open end credit plan (as defined in section 1602 of this title), or a charge card (as defined in section 1637(c)(4)(e) of this title), or any extension of credit by a broker or dealer registered under section 78*o* of this title to an employee of that broker or dealer to buy, trade, or carry securities, that is permitted under rules or regulations of the Board of Governors of the Federal Reserve System pursuant to section 78g of this title (other than an extension of credit that would be used to purchase the stock of that issuer), that is—

(A) made or provided in the ordinary course of the consumer credit business of such issuer;

(B) of a type that is generally made available by such issuer to the public; and

(C) made by such issuer on market terms, or terms that are no more favorable than those offered by the issuer to the general public for such extensions of credit.

(3) Rule of construction for certain loans. Paragraph (1) does not apply to any loan made or maintained by an insured depository institution (as defined in section 3 of the Federal Deposit Insurance Act (12 U.S.C. 1813)), if the loan is subject to the insider lending restrictions of section 375b of Title 12.

(l) Real time issuer disclosures. Each issuer reporting under subsection (a) or section 78*o*(d) of this title shall disclose to the public on a rapid and current basis such additional information concerning material changes in the financial condition or operations of the issuer, in plain English, which may include trend and qualitative information and graphic presentations, as the Commission determines, by rule, is necessary or useful for the protection of investors and in the public interest.

(m) Public availability of security-based swap transaction data.

(1) In general.

(A) Definition of real-time public reporting. In this paragraph, the term "real-time public reporting" means to report data relating to a security-based swap transaction, including price and volume, as soon as technologically practicable after the time at which the security-based swap transaction has been executed.

(B) Purpose. The purpose of this subsection is to authorize the Commission to make security-based swap transaction and pricing data available to the public in such form and at such times as the Commission determines appropriate to enhance price discovery.

(C) General rule. The Commission is authorized to provide by rule for the public availability of security-based swap transaction, volume, and pricing data as follows:

> **(i)** With respect to those security-based swaps that are subject to the mandatory clearing requirement described in section 78c-3(a)(1) of this title (including those security-based swaps that are excepted from the requirement pursuant to section 78c-3(g) of this title), the Commission shall require real-time public reporting for such transactions.
>
> **(ii)** With respect to those security-based swaps that are not subject to the mandatory clearing requirement described in section 78c-3(a)(1) of this title, but are cleared at a registered clearing agency, the Commission shall require real-time public reporting for such transactions.

(iii) With respect to security-based swaps that are not cleared at a registered clearing agency and which are reported to a security-based swap data repository or the Commission under section 78c-3(a)(6) of this title, the Commission shall require real-time public reporting for such transactions, in a manner that does not disclose the business transactions and market positions of any person.

(iv) With respect to security-based swaps that are determined to be required to be cleared under section 78c-3(b) of this title but are not cleared, the Commission shall require real-time public reporting for such transactions.

(D) Registered entities and public reporting. The Commission may require registered entities to publicly disseminate the security-based swap transaction and pricing data required to be reported under this paragraph.

(E) Rulemaking required. With respect to the rule providing for the public availability of transaction and pricing data for security-based swaps described in clauses (i) and (ii) of subparagraph (C), the rule promulgated by the Commission shall contain provisions—

(i) to ensure such information does not identify the participants;

(ii) to specify the criteria for determining what constitutes a large notional security-based swap transaction (block trade) for particular markets and contracts;

(iii) to specify the appropriate time delay for reporting large notional security-based swap transactions (block trades) to the public; and

(iv) that take into account whether the public disclosure will materially reduce market liquidity.

(F) Timeliness of reporting. Parties to a security-based swap (including agents of the parties to a security-based swap) shall be responsible for reporting security-based swap transaction information to the appropriate registered entity in a timely manner as may be prescribed by the Commission.

(G) Reporting of swaps to registered security-based swap data repositories. Each security-based swap (whether cleared or uncleared) shall be reported to a registered security-based swap data repository.

(H) Registration of clearing agencies. A clearing agency may register as a security-based swap data repository.

(2) Semiannual and annual public reporting of aggregate security-based swap data.

(A) In general. In accordance with subparagraph (B), the Commission shall issue a written report on a semiannual and annual basis to make available to the public information relating to—

(i) the trading and clearing in the major security-based swap categories; and

(ii) the market participants and developments in new products.

(B) Use; consultation. In preparing a report under subparagraph (A), the Commission shall—

(i) use information from security-based swap data repositories and clearing agencies; and

(ii) consult with the Office of the Comptroller of the Currency, the Bank for International Settlements, and such other regulatory bodies as may be necessary.

(C) Authority of Commission. The Commission may, by rule, regulation, or order, delegate the public reporting responsibilities of the Commission under this paragraph in accordance with such terms and conditions as the Commission determines to be appropriate and in the public interest.

(n) Security-based swap data repositories.

(1) Registration requirement. It shall be unlawful for any person, unless registered with the Commission, directly or indirectly, to make use of the mails or any means or instrumentality of interstate commerce to perform the functions of a security-based swap data repository.

(2) Inspection and examination. Each registered security-based swap data repository shall be subject to inspection and examination by any representative of the Commission.

(3) Compliance with core principles.

(A) In general. To be registered, and maintain registration, as a security-based swap data repository, the security-based swap data repository shall comply with—

(i) the requirements and core principles described in this subsection; and

(ii) any requirement that the Commission may impose by rule or regulation.

(B) Reasonable discretion of security-based swap data repository. Unless otherwise determined by the Commission, by rule or regulation, a security-based swap data repository described in subparagraph (A) shall have reasonable discretion in establishing the manner in which the security-based swap data repository complies with the core principles described in this subsection.

(4) Standard setting.

(A) Data identification

(i) In general. In accordance with clause (ii), the Commission shall prescribe standards that specify the data elements for each security-based swap that shall be collected and maintained by each registered security-based swap data repository.

(ii) Requirement. In carrying out clause (i), the Commission shall prescribe consistent data element standards applicable to registered entities and reporting counterparties.

(B) Data collection and maintenance. The Commission shall prescribe data collection and data maintenance standards for security-based swap data repositories.

(C) Comparability. The standards prescribed by the Commission under this subsection shall be comparable to the data standards imposed by the Commission on clearing agencies in connection with their clearing of security-based swaps.

(5) Duties. A security-based swap data repository shall—

(A) accept data prescribed by the Commission for each security-based swap under subsection (b);

(B) confirm with both counterparties to the security-based swap the accuracy of the data that was submitted;

(C) maintain the data described in subparagraph (A) in such form, in such manner, and for such period as may be required by the Commission;

(D)

(i) provide direct electronic access to the Commission (or any designee of the Commission, including another registered entity); and

(ii) provide the information described in subparagraph (A) in such form and at such frequency as the Commission may require to comply with the public reporting requirements set forth in subsection (m);

(E) at the direction of the Commission, establish automated systems for monitoring, screening, and analyzing security-based swap data;

(F) maintain the privacy of any and all security-based swap transaction information that the security-based swap data repository receives from a security-based swap dealer, counterparty, or any other registered entity; and

(G) on a confidential basis pursuant to section 78x of this title, upon request, and after notifying the Commission of the request, make available security-based swap data obtained by the security-based swap data repository, including individual counterparty trade and position data, to—

(i) each appropriate prudential regulator;

(ii) the Financial Stability Oversight Council;

(iii) the Commodity Futures Trading Commission;

(iv) the Department of Justice; and

(v) any other person that the Commission determines to be appropriate, including—

(I) foreign financial supervisors (including foreign futures authorities);

(II) foreign central banks;

(III) foreign ministries; and

(IV) other foreign authorities.

(H) Confidentiality agreement. Before the security-based swap data repository may share information with any entity described in subparagraph (G), the security-based swap data repository shall receive a written agreement from each entity stating that the entity shall abide by the confidentiality requirements described in section 78x of this title relating to the information on security-based swap transactions that is provided.

(6) Designation of chief compliance officer.

(A) In general. Each security-based swap data repository shall designate an individual to serve as a chief compliance officer.

(B) Duties. The chief compliance officer shall—

(i) report directly to the board or to the senior officer of the security-based swap data repository;

(ii) review the compliance of the security-based swap data repository with respect to the requirements and core principles described in this subsection;

(iii) in consultation with the board of the security-based swap data repository, a body performing a function similar to the board of the security-based swap data repository, or the senior officer of the security-based swap data repository, resolve any conflicts of interest that may arise;

(iv) be responsible for administering each policy and procedure that is required to be established pursuant to this section;

(v) ensure compliance with this chapter (including regulations) relating to agreements, contracts, or transactions, including each rule prescribed by the Commission under this section;

(vi) establish procedures for the remediation of noncompliance issues identified by the chief compliance officer through any—

(I) compliance office review;

(II) look-back;

(III) internal or external audit finding;

(IV) self-reported error; or

(V) validated complaint; and

(vii) establish and follow appropriate procedures for the handling, management response, remediation, retesting, and closing of noncompliance issues.

(C) Annual reports.

(i) In general. In accordance with rules prescribed by the Commission, the chief compliance officer shall annually prepare and sign a report that contains a description of—

(I) the compliance of the security-based swap data repository of the chief compliance officer with respect to this chapter (including regulations); and

(II) each policy and procedure of the security-based swap data repository of the chief compliance officer (including the code of ethics and conflict of interest policies of the security-based swap data repository).

(ii) Requirements. A compliance report under clause (i) shall—

(I) accompany each appropriate financial report of the security-based swap data repository that is required to be furnished to the Commission pursuant to this section; and

(II) include a certification that, under penalty of law, the compliance report is accurate and complete.

(7) Core principles applicable to security-based swap data repositories.

(A) Antitrust considerations. Unless necessary or appropriate to achieve the purposes of this chapter, the swap data repository shall not—

(i) adopt any rule or take any action that results in any unreasonable restraint of trade; or

(ii) impose any material anticompetitive burden on the trading, clearing, or reporting of transactions.

(B) Governance arrangements. Each security-based swap data repository shall establish governance arrangements that are transparent—

(i) to fulfill public interest requirements; and

(ii) to support the objectives of the Federal Government, owners, and participants.

(C) Conflicts of interest. Each security-based swap data repository shall—

(i) establish and enforce rules to minimize conflicts of interest in the decision-making process of the security-based swap data repository; and

(ii) establish a process for resolving any conflicts of interest described in clause (i).

(D) Additional duties developed by Commission

(i) In general. The Commission may develop 1 or more additional duties applicable to security-based swap data repositories.

(ii) Consideration of evolving standards. In developing additional duties under subparagraph (A), the Commission may take into consideration any evolving standard of the United States or the international community.

(iii) Additional duties for Commission designees. The Commission shall establish additional duties for any registrant described in subsection (m)(2)(C) in order to minimize conflicts of interest, protect data, ensure compliance, and guarantee the safety and security of the security-based swap data repository.

(8) Required registration for security-based swap data repositories. Any person that is required to be registered as a security-based swap data repository under this subsection shall register with the Commission, regardless of whether that person is also licensed under the Commodity Exchange Act as a swap data repository.

(9) Rules. The Commission shall adopt rules governing persons that are registered under this subsection.

(o) **Beneficial ownership**. For purposes of this section and section 78p of this title, a person shall be deemed to acquire beneficial ownership of an equity security based on the purchase or sale of a security-based swap, only to the extent that the Commission, by rule, determines after consultation with the prudential regulators and the Secretary of the Treasury, that the purchase or sale of the security-based swap, or class of security-based swap, provides incidents of ownership comparable to direct ownership of the equity security, and that it is necessary to achieve the purposes of this section that the purchase or sale of the security-based swaps, or class of security-based swap, be deemed the acquisition of beneficial ownership of the equity security.

(p) Disclosures relating to conflict minerals originating in the Democratic Republic of the Congo.

(1) Regulations.

(A) In general. Not later than 270 days after July 21, 2010, the Commission shall promulgate regulations requiring any person described in paragraph (2) to disclose annually, beginning with the person's first full fiscal year that begins after the date of promulgation of such regulations, whether conflict minerals that are necessary as described in paragraph (2)(B), in the year for which such reporting is required, did originate in the Democratic Republic of the Congo or an adjoining country and, in cases in which such conflict minerals did originate in any such country, submit to the Commission a report that includes, with respect to the period covered by the report—

(i) a description of the measures taken by the person to exercise due diligence on the source and chain of custody of such minerals, which measures shall include an independent private sector audit of such report submitted through the Commission that is conducted in accordance with standards established by the Comptroller General of the United States, in accordance with rules promulgated by the Commission, in consultation with the Secretary of State; and

(ii) a description of the products manufactured or contracted to be manufactured that are not DRC conflict free ("DRC conflict free" is defined to mean the products that do not contain minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country), the entity that conducted the independent private sector audit in accordance with clause (i), the facilities used to process the conflict minerals, the country of origin of the conflict minerals, and the efforts to determine the mine or location of origin with the greatest possible specificity.

(B) Certification. The person submitting a report under subparagraph (A) shall certify the audit described in clause (i) of such subparagraph that is included in such report. Such a certified audit shall constitute a critical component of due diligence in establishing the source and chain of custody of such minerals.

(C) Unreliable determination. If a report required to be submitted by a person under subparagraph (A) relies on a determination of an independent private sector audit, as described under subparagraph (A)(i), or other due diligence processes previously determined by the Commission to be unreliable, the report shall not satisfy the requirements of the regulations promulgated under subparagraph (A)(i).

(D) DRC conflict free. For purposes of this paragraph, a product may be labeled as "DRC conflict free" if the product does not contain conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country.

(E) Information available to the public. Each person described under paragraph (2) shall make available to the public on the Internet website of such person the information disclosed by such person under subparagraph (A).

(2) Person described. A person is described in this paragraph if—

(A) the person is required to file reports with the Commission pursuant to paragraph (1)(A); and

(B) conflict minerals are necessary to the functionality or production of a product manufactured by such person.

(3) Revisions and waivers. The Commission shall revise or temporarily waive the requirements described in paragraph (1) if the President transmits to the Commission a determination that—

> **(A)** such revision or waiver is in the national security interest of the United States and the President includes the reasons therefor; and
>
> **(B)** establishes a date, not later than 2 years after the initial publication of such exemption, on which such exemption shall expire.

(4) Termination of disclosure requirements. The requirements of paragraph (1) shall terminate on the date on which the President determines and certifies to the appropriate congressional committees, but in no case earlier than the date that is one day after the end of the 5-year period beginning on July 21, 2010, that no armed groups continue to be directly involved and benefitting from commercial activity involving conflict minerals.

(5) Definitions. For purposes of this subsection, the terms “adjoining country”, “appropriate congressional committees”, “armed group”, and “conflict mineral” have the meaning given those terms under section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(q) Disclosure of payments by resource extraction issuers

(1) Definitions. In this subsection—

(A) the term "commercial development of oil, natural gas, or minerals" includes exploration, extraction, processing, export, and other significant actions relating to oil, natural gas, or minerals, or the acquisition of a license for any such activity, as determined by the Commission;

(B) the term "foreign government" means a foreign government, a department, agency, or instrumentality of a foreign government, or a company owned by a foreign government, as determined by the Commission;

(C) the term "payment"—

(i) means a payment that is—

(I) made to further the commercial development of oil, natural gas, or minerals; and

(II) not de minimis; and

(ii) includes taxes, royalties, fees (including license fees), production entitlements, bonuses, and other material benefits, that the Commission, consistent with the guidelines of the Extractive Industries Transparency Initiative (to the extent practicable), determines are part of the commonly recognized revenue stream for the commercial development of oil, natural gas, or minerals;

(D) the term “resource extraction issuer” means an issuer that—

(i) is required to file an annual report with the Commission; and

(ii) engages in the commercial development of oil, natural gas, or minerals;

(E) the term “interactive data format” means an electronic data format in which pieces of information are identified using an interactive data standard; and

(F) the term “interactive data standard” means standardized list of electronic tags that mark information included in the annual report of a resource extraction issuer.

(2) Disclosure.

(A) Information required. Not later than 270 days after July 21, 2010, the Commission shall issue final rules that require each resource extraction issuer to include in an annual report of the resource extraction issuer information relating to any payment made by the resource extraction issuer, a subsidiary of the resource extraction issuer, or an entity under the control of the resource extraction issuer to a foreign government or the Federal Government for the purpose of the commercial development of oil, natural gas, or minerals, including—

(i) the type and total amount of such payments made for each project of the resource extraction issuer relating to the commercial development of oil, natural gas, or minerals; and

(ii) the type and total amount of such payments made to each government.

(B) Consultation in rulemaking. In issuing rules under subparagraph (A), the Commission may consult with any agency or entity that the Commission determines is relevant.

(C) Interactive data format. The rules issued under subparagraph (A) shall require that the information included in the annual report of a resource extraction issuer be submitted in an interactive data format.

(D) Interactive data standard.

(i) In general. The rules issued under subparagraph (A) shall establish an interactive data standard for the information included in the annual report of a resource extraction issuer.

(ii) Electronic tags. The interactive data standard shall include electronic tags that identify, for any payments made by a resource extraction issuer to a foreign government or the Federal Government—

(I) the total amounts of the payments, by category;

(II) the currency used to make the payments;

(III) the financial period in which the payments were made;

(IV) the business segment of the resource extraction issuer that made the payments;

(V) the government that received the payments, and the country in which the government is located;

(VI) the project of the resource extraction issuer to which the payments relate; and

(VII) such other information as the Commission may determine is necessary or appropriate in the public interest or for the protection of investors.

(E) International transparency efforts. To the extent practicable, the rules issued under subparagraph (A) shall support the commitment of the Federal Government to international transparency promotion efforts relating to the commercial development of oil, natural gas, or minerals.

(F) Effective date. With respect to each resource extraction issuer, the final rules issued under subparagraph (A) shall take effect on the date on which the resource extraction issuer is required to submit an annual report relating to the fiscal year of the resource extraction issuer that ends not earlier than 1 year after the date on which the Commission issues final rules under subparagraph (A).

(3) Public availability of information

(A) In general. To the extent practicable, the Commission shall make available online, to the public, a compilation of the information required to be submitted under the rules issued under paragraph (2)(A).

(B) Other information. Nothing in this paragraph shall require the Commission to make available online information other than the information required to be submitted under the rules issued under paragraph (2)(A).

(4) Authorization of appropriations. There are authorized to be appropriated to the Commission such sums as may be necessary to carry out this subsection.

(r) Disclosure of certain activities relating to Iran

(1) In general. Each issuer required to file an annual or quarterly report under subsection (a) shall disclose in that report the information required by paragraph (2) if, during the period covered by the report, the issuer or any affiliate of the issuer—

(A) knowingly engaged in an activity described in subsection (a) or (b) of section 5 of the Iran Sanctions Act of 1996 (Public Law 104-172; 50 U.S.C. 1701 note);

(B) knowingly engaged in an activity described in subsection (c)(2) of section 8513 of Title 22 or a transaction described in subsection (d)(1) of that section;

(C) knowingly engaged in an activity described in section 8514a(b)(2) of Title 22; or

(D) knowingly conducted any transaction or dealing with—

(i) any person the property and interests in property of which are blocked pursuant to Executive Order No. 13224 (66 Fed. Reg. 49079; relating to blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism);

(ii) any person the property and interests in property of which are blocked pursuant to Executive Order No. 13382 (70 Fed. Reg. 38567; relating to blocking of property of weapons of mass destruction proliferators and their supporters); or

(iii) any person or entity identified under section 560.304 of title 31, Code of Federal Regulations (relating to the definition of the Government of Iran) without the specific authorization of a Federal department or agency.

(2) Information required. If an issuer or an affiliate of the issuer has engaged in any activity described in paragraph (1), the issuer shall disclose a detailed description of each such activity, including—

(A) the nature and extent of the activity;

(B) the gross revenues and net profits, if any, attributable to the activity; and

(C) whether the issuer or the affiliate of the issuer (as the case may be) intends to continue the activity.

(3) Notice of disclosures. If an issuer reports under paragraph (1) that the issuer or an affiliate of the issuer has knowingly engaged in any activity described in that paragraph, the issuer shall separately file with the Commission, concurrently with the annual or quarterly report under subsection (a), a notice that the disclosure of that activity has been included in that annual or quarterly report that identifies the issuer and contains the information required by paragraph (2).

(4) Public disclosure of information. Upon receiving a notice under paragraph (3) that an annual or quarterly report includes a disclosure of an activity described in paragraph (1), the Commission shall promptly—

(A) transmit the report to—

(i) the President;

(ii) the Committee on Foreign Affairs and the Committee on Financial Services of the House of Representatives; and

(iii) the Committee on Foreign Relations and the Committee on Banking, Housing, and Urban Affairs of the Senate; and

(B) make the information provided in the disclosure and the notice available to the public by posting the information on the Internet website of the Commission.

(5) Investigations. Upon receiving a report under paragraph (4) that includes a disclosure of an activity described in paragraph (1) (other than an activity described in subparagraph (D)(iii) of that paragraph), the President shall—

(A) initiate an investigation into the possible imposition of sanctions under the Iran Sanctions Act of 1996 (Public Law 104-172; 50 U.S.C. 1701 note), section 8513 or 8514a of Title 22, an Executive order specified in clause (i) or (ii) of paragraph (1)(D), or any other provision of law relating to the imposition of sanctions with respect to Iran, as applicable; and

(B) not later than 180 days after initiating such an investigation, make a determination with respect to whether sanctions should be imposed with respect to the issuer or the affiliate of the issuer (as the case may be).

(6) **Sunset.** The provisions of this subsection shall terminate on the date that is 30 days after the date on which the President makes the certification described in section 8551(a) of Title 22.

(s) **Data standards**

(1) Requirement. The Commission shall, by rule, adopt data standards for all collections of information with respect to periodic and current reports required to be filed or furnished under this section or under section 78***o***(d) of this title, except that the Commission may exempt exhibits, signatures, and certifications from those data standards.

(2) Consistency. The data standards required under paragraph (1) shall incorporate, and ensure compatibility with (to the extent feasible), all applicable data standards established in the rules promulgated under section 5334 of Title 12, including, to the extent practicable, by having the characteristics described in clauses (i) through (vi) of subsection (c)(1)(B) of such section 5334.

3. 17 C.F.R. § 249.220f

Form 20-F, registration of securities of foreign private issuers pursuant to section 12(b) or (g), annual and transition reports pursuant to sections 13 and 15(d), and shell company reports required under Rule 13a-19 or 15d-19 (§ 240.13a-19 or § 240.15d-19 of this chapter).

(a) Any foreign private issuer, other than an asset-backed issuer (as defined in § 229.1101 of this chapter), may use this form as a registration statement under section 12 (15 U.S.C. 78l) of the Securities Exchange Act of 1934 (the "Exchange Act") (15 U.S.C. 78a et seq.), as an annual or transition report filed under section 13(a) or 15(d) of the Exchange Act (15 U.S.C. 78m(a) or 78o(d)), or as a shell company report required under Rule 13a-19 or Rule 15d-19 under the Exchange Act (§ 240.13a-19 or 240.15d-19 of this chapter).

(b) An annual report on this form shall be filed within six months after the end of the fiscal year covered by such report.

(c) A transition report on this form shall be filed in accordance with the requirements set forth in § 240.13a-10 or § 240.15d-10 applicable when the issuer changes its fiscal year end.

> Include an exhibit index in each registration statement or report you file, which must appear before the required signatures in the document. The exhibit index must list each exhibit according to the number assigned to it below. If an exhibit is incorporated by reference, this must be noted in the exhibit index. Each exhibit identified in the exhibit index (other than an exhibit filed in eXtensible Business Reporting Language) must include an active link to an exhibit that is filed with the registration statement or report or, if the exhibit is incorporated by reference an active hyperlink to the exhibit separately filed on EDGAR. If a registration statement or report is amended, each amendment must include active hyperlinks to the exhibits required with the amendment. For paper filings, the pages of the manually signed original registration statement should be numbered in sequence, and the exhibit index should give the page number in the sequential numbering system where each exhibit can be found.

4. Convention done at The Hague November 15, 1965

T.I.A.S. No. 6638 (U.S. Treaty), 20 U.S.T. 361 (U.S. Treaty)

Date Signed: November 15, 1965
Date in Force: February 10, 1969

MULTILATERAL, Service Abroad of Judicial and Extrajudicial Documents; CONVENTION RELATIVE A LA SIGNIFICATION ET LA NOTIFICATION A L'ETRANGER DES ACTES JUDICIAIRES ET EXTRAJUDICIAIRES EN MATIERE CIVILE OU COMMERCIALE CONVENTION ON THE SERVICE ABROAD OF JUDICIAL AND EXTRAJUDICIAL DOCUMENTS IN CIVIL OR COMMERCIAL MATTERS

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS the convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters done at The Hague on November 15, 1965, was signed for the United States of America on that same date;

WHEREAS a certified copy of the text of the said convention in the English and French languages is word for word as follows:

[FRENCH TEXT OMITTED]

Appendix H

The States signatory to the present Convention,

Desiring to create appropriate means to ensure that judicial and extrajudicial documents to be served abroad shall be brought to the notice of the addressee in sufficient time,

Desiring to improve the organisation of mutual judicial assistance for that purpose by simplifying and expediting the procedure,

Have resolved to conclude a Convention to this effect and have agreed upon the following provisions:

Article 1

The present Convention shall apply in all cases, in civil or commercial matters, where there is occasion to transmit a judicial or extrajudicial document for service abroad.

This Convention shall not apply where the address of the person to be served with the document is not known.

CHAPTER I—JUDICIAL DOCUMENTS

Article 2

Each contracting State shall designate a Central Authority which will undertake to receive requests for service coming from other contracting States and to proceed in conformity with the provisions of articles 3 to 6.

Each State shall organise the Central Authority in conformity with its own law.

Article 3

The authority or judicial officer competent under the law of the State in which the documents originate shall forward to the Central Authority of the State addressed a request conforming to the model annexed to the present Convention, without any requirement of legalisation or other equivalent formality.

The document to be served or a copy thereof shall be annexed to the request. The request and the document shall both be furnished in duplicate.

Article 4

If the Central Authority considers that the request does not comply with the provisions of the present Convention it shall promptly inform the applicant and specify its objections to the request.

Article 5

The Central Authority of the State addressed shall itself serve the document or shall arrange to have it served by an appropriate agency, either—

(a) by a method prescribed by its internal law for the service of documents in domestic actions upon persons who are within its territory, or

(b) by a particular method requested by the applicant, unless such a method is incompatible with the law of the State addressed.

Subject to sub-paragraph (b) of the first paragraph of this article, the document may always be served by delivery to an addressee who accepts it voluntarily.

If the document is to be served under the first paragraph above, the Central Authority may require the document to be written in, or translated into, the official language or one of the official languages of the State addressed.

That part of the request, in the form attached to the present Convention, which contains a summary of the document to be served, shall be served with the document.

Article 6

The Central Authority of the State addressed or any authority which it may have designated for that purpose, shall complete a certificate in the form of the model annexed to the present Convention.

The certificate shall state that the document has been served and shall include the method, the place and the date of service and the person to whom the document was delivered. If the document has not been served, the certificate shall set out the reasons which have prevented service.

The applicant may require that a certificate not completed by a Central Authority or by a judicial authority shall be countersigned by one of these authorities.

The certificate shall be forwarded directly to the applicant.

Article 7

The standard terms in the model annexed to the present Convention shall in all cases be written either in French or in English. They may also be written in the official language, or in one of the official languages, of the State in which the documents originate.

The corresponding blanks shall be completed either in the language of the State addressed or in French or in English.

Article 8

Each contracting State shall be free to effect service of judicial documents upon persons abroad, without application of any compulsion, directly through its diplomatic or consular agents.

Any State may declare that it is opposed to such service within its territory, unless the document is to be served upon a national of the State in which the documents originate.

Article 9

Each contracting State shall be free, in addition, to use consular channels to forward documents, for the purpose of service, to those authorities of another contracting State wich are designated by the latter for this purpose.

Each contracting State may, if exceptional circumstances so require, use diplomatic channels for the same purpose.

Article 10

Provided the State of destination does not object, the present Convention shall not interfere with—

(a) the freedom to send judicial documents, by postal channels, directly to persons abroad,

(b) the freedom of judicial officers, officials or other competent persons of the State of origin to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination,

(c) the freedom of any person interested in a judicial proceeding to effect service of judicial documents directly through the judicial officers, officials or other competent persons of the State of destination.

Article 11

The present Convention shall not prevent two or more contracting States from agreeing to permit, for the purpose of service of judicial documents, channels of transmission other than those provided for in the preceding articles and, in particular, direct communication between their respective authorities.

Article 12

The service of judicial documents coming from a contracting State shall not give rise to any payment or reimbursement of taxes or costs for the services rendered by the State addressed.

The applicant shall pay or reimburse the costs occasioned by—

(a) the employment of a judicial officer or of a person competent under the law of the State of destination,

(b) the use of a particular method of service.

Article 13

Where a request for service complies with the terms of the present Convention, the State addressed may refuse to comply therewith only if it deems that compliance would infringe its sovereignty or security.

It may not refuse to comply solely on the ground that, under its internal law, it claims exclusive jurisdiction over the subject-matter of the action or that its internal law would not permit the action upon which the application is based.

The Central Authority shall, in case of refusal, promptly inform the applicant and state the reasons for the refusal.

Article 14

Difficulties which may arise in connection with the transmission of judicial documents for service shall be settled through diplomatic channels.

Article 15

Where a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and the defendant has not appeared, judgment shall not be given until it is established that—

(a) the document was served by a method prescribed by the internal law of the State addressed for the service of documents in domestic actions upon persons who are within its territory, or

(b) the document was actually delivered to the defendant or to his residence by another method provided for by this Convention,

and that in either of these cases the service or the delivery was effected in sufficient time to enable the defendant to defend.

Each contracting State shall be free to declare that the judge, notwithstanding the provisions of the first paragraph of this article, may give judgment even if no certificate of service or delivery has been received, if all the following conditions are fulfilled—

(a) the document was transmitted by one of the methods provided for in this Convention,

(b) a period of time of not less than six months, considered adequate by the judge in the particular case, has elapsed since the date of the transmission of the document,

(c) no certificate of any kind has been received, even though every reasonable effort has been made to obtain it through the competent authorities of the State addressed.

Notwithstanding the provisions of the preceding paragraphs the judge may order, in case of urgency, any provisional or protective measures.

Article 16

When a writ of summons or an equivalent document had to be transmitted abroad for the purpose of service, under the provisions of the present Convention, and a judgment has been entered against a defendant who has not appeared, the judge shall have the power to relieve the defendant from the effects of the expiration of the time for appeal from the judgment if the following conditions are fulfilled—

(a) the defendant, without any fault on his part, did not have knowledge of the document in sufficient time to defend, or knowledge of the judgment in sufficient time to appeal, and

(b) the defendant has disclosed a *prima facie* defence to the action on the merits.

An application for relief may be filed only within a reasonable time after the defendant has knowledge of the judgment.

Each contracting State may declare that the application will not be entertained if it is filed after the expiration of a time to be stated in the declaration, but which shall in no case be less than one year following the date of the judgment.

This article shall not apply to judgments concerning status or capacity of persons.

CHAPTER II—EXTRAJUDICIAL DOCUMENTS

Article 17

Extrajudicial documents emanating from authorities and judicial officers of a contracting State may be transmitted for the purpose of service in another contracting State by the methods and under the provisions of the present Convention.

CHAPTER III—GENERAL CLAUSES

Article 18

Each contracting State may designate other authorities in addition to the Central Authority and shall determine the extent of their competence.

The applicant shall, however, in all cases, have the right to address a request directly to the Central Authority.

Federal States shall be free to designate more than one Central Authority.

Article 19

To the extent that the internal law of a contracting State permits methods of transmission, other than those provided for in the preceding articles, of documents coming from abroad, for service within its territory, the present Convention shall not affect such provisions.

Article 20

The present Convention shall not prevent an agreement between any two or more contracting States to dispense with—

(a) the necessity for duplicate copies of transmitted documents as required by the second paragraph of article 3,

(b) the language requirements of the third paragraph of article 5 and article 7,

(c) the provisions of the fourth paragraph of article 5,

(d) the provisions of the second paragraph of article 12.

Article 21

Each contracting State shall, at the time of the deposit of its instrument of ratification or accession, or at a later date, inform the Ministry of Foreign Affairs of the Netherlands of the following—

(a) the designation of authorities, pursuant to articles 2 and 18,

(b) the designation of the authority competent to complete the certificate pursuant to article 6,

(c) the designation of the authority competent to receive documents transmitted by consular channels, pursuant to article 9.

Each contracting State shall similarly inform the Ministry, where appropriate, of—

(a) opposition to the use of methods of transmission pursuant to articles 8 and 10,

(b) declarations pursuant to the second paragraph of article 15 and the third paragraph of article 16,

(c) all modifications of the above designations, oppositions and declarations.

Article 22

Where Parties to the present Convention are also Parties to one or both of the Conventions on civil procedure signed at The Hague on 17th July 1905, and on 1st March 1954, this Convention shall replace as between them articles 1 to 7 of the earlier Conventions.

Article 23

The present Convention shall not affect the application of article 23 of the Convention on civil procedure signed at The Hague on 17th July 1905, or of article 24 of the Convention on civil procedure signed at The Hague on 1st March 1954.

These articles shall, however, apply only if methods of communication, identical to those provided for in these Conventions, are used.

Article 24

Supplementary agreements between parties to the Conventions of 1905 and 1954 shall be considered as equally applicable to the present Convention, unless the Parties have otherwise agreed.

Article 25

Without prejudice to the provisions of articles 22 and 24, the present Convention shall not derogate from Conventions containing provisions on the matters governed by this Convention to which the contracting States are, or shall become, Parties.

Article 26

The present Convention shall be open for signature by the States represented at the Tenth Session of the Hague Conference on Private International Law.

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

Article 27

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of article 26.

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

Article 28

Any State not represented at the Tenth Session of the Hague Conference on Private International Law may accede to the present Convention after it has entered into force in accordance with the first paragraph of article 27. The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force for such a State in the absence of any objection from a State, which has ratified the Convention before such deposit, notified to the Ministry of Foreign Affairs of the Netherlands within a period of six months after the date on which the said Ministry has notified it of such accession.

In the absence of any such objection, the Convention shall enter into force for the acceding State on the first day of the month following the expiration of the last of the periods referred to in the preceding paragraph.

Article 29

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands.

The Convention shall enter into force for the territories mentioned in such an extention on the sixtieth day after the notification referred to in the preceding paragraph.

Article 30

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of article 27, even for States which have ratified it or acceded to it subsequently.

If there has been no denunciation, it shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other contracting States.

Article 31

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in article 26, and to the States which have acceded in accordance with article 28, of the following—

(a) the signatures and ratifications referred to in article 26;

(b) the date on which the present Convention enters into force in accordance with the first paragraph of article 27;

(c) the accessions referred to in article 28 and the dates on which they take effect;

(d) the extensions referred to in article 29 and the dates on which they take effect;

(e) the designations, oppositions and declarations referred to in article 21;

(f) the denunciations referred to in the third paragraph of article 30.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Convention.

DONE at The Hague, on the 15th day of November, 1965, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Tenth Session of the Hague Conference on Private International Law.

WHEREAS the Senate of the United States of America by its resolution of April 14, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said convention;

WHEREAS the President of the United States of America on April 24, 1967 duly ratified the convention, in pursuance of the advice and consent of the Senate;

WHEREAS Article 27 provides that the convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification;

WHEREAS instruments of ratification were deposited with the Ministry of Foreign Affairs of the Netherlands as follows: United States of America on August 24, 1967; the United Kingdom of Great Britain and Northern Ireland on November 17, 1967; and the United Arab Republic on December 12, 1968;

AND WHEREAS, pursuant to the provisions of Article 27 of the convention, the convention will enter into force on February 10, 1969;

NOW, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the convention on the service abroad of judicial and extrajudicial documents in civil or commercial matters, to the end that the convention and every article and clause thereof shall be observed and fulfilled with good faith on and after February 10, 1969, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this eighth day of January in the year of our Lord one thousand nine hundred sixty-nine and of the Independence of the United States of America the one hundred ninety-third.

Appendix H

Designations and Declarations Made on the Part of the United States in Connection with the Deposit of the United States Ratification

1. In accordance with Article 2, the United States Department of State is designated as the Central Authority to receive requests for service from other Contracting States and to proceed in conformity with Articles 3 to 6.

2. In accordance with Article 6, in addition to the United States Department of State, the United States Department of Justice and the United States Marshal or Deputy Marshal for the judicial district in which service is made are designated for the purpose of completing the certificate in the form annexed to the Convention.

3. In accordance with the second paragraph of Article 15, it is declared that the judge may, notwithstanding the provisions of the first paragraph of Article 15, give judgment even if no certificate of service or delivery has been received, if all the conditions specified in subdivisions (a), (b) and (c) of the second paragraph of Article 15 are fulfilled.

4. In accordance with the third paragraph of Article 16, it is declared that an application under Article 16 will not be entertained if it is filed (a) after the expiration of the period within which the same may be filed under the procedural regulations of the court in which the judgment has been entered, or (b) after the expiration of one year following the date of the judgment, whichever is later.

5. In accordance with Article 29, it is declared that the Convention shall extend to all the States of the United States, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

[APPENDICES OMITTED]

Signatories:

For the Federal Republic of Germany,
(s.) KARL HERMANN KNOKE

For Austria,

For Belgium,
(s) VAN DER STRATEN 21 I 1966

For Denmark,

For Spain,

For the United States of America,
(s.) WILLIAM ROYALL TYLER

For Finland,
(s.) SIGURD VON NUMERS

For France,

For Greece,

For Ireland,

For Israel,
(s.) DAVID SHALTIEL 25.XI.1965

For Italy,

For Japan,

For Luxembourg,

For Norway,

For the Netherlands,
(s.) J. LUNS

For Portugal,

For the United Arab Republic,
(s) SAYED FAHMI 1st of March 1966

For the United Kingdom of Great Britain and Northern Ireland,
(s) PETER GARRAN 10th December 1965

For Sweden,

For Switzerland,

For Turkey,

For Yugoslavia,

LYNDON B. JOHNSON
By the President: DEAN RUSK
Secretary of State

5. Cal. Corp. Code § 2105

Qualification of foreign corporation to transact intrastate business

(a) A foreign corporation shall not transact intrastate business without having first obtained from the Secretary of State a certificate of qualification. To obtain that certificate it shall file, on a form prescribed by the Secretary of State, a statement and designation signed by a corporate officer or, in the case of a foreign association that has no officers, signed by a trustee stating:

(1) The name of the corporation, and, if the name does not comply with Section 201, an alternate name adopted pursuant to subdivision (b) of Section 2106.

(2) The state or place of its incorporation or organization and a statement that the foreign corporation is authorized to exercise its powers and privileges in that state or place of its incorporation or organization.

(3) The street address of its principal office.

(4) The street address of its principal office in California, if any.

(5) The mailing address of its principal office, if different from the addresses specified pursuant to paragraphs (3) and (4).

(6) The name of an agent upon whom process directed to the corporation may be served within this state. The designation shall comply with subdivision (b) of Section 1502.

(7)

(A) Its irrevocable consent to service of process directed to it upon the agent designated and to service of process on the Secretary of State if the agent designated or the agent's successor is no longer authorized to act or cannot be found at the address given.

(B) Consent under this paragraph extends to service of process directed to the foreign corporation's agent in this state for a search warrant issued pursuant to Section 1524.2 of the Penal Code, or for any other validly issued and properly served search warrant, for records or documents that are in the possession of the foreign corporation and are located inside or outside of this state. This subparagraph shall apply to a foreign corporation that is a party or a nonparty to the matter for which the search warrant is sought. For purposes of this subparagraph, "properly served" means delivered by hand, or in a manner reasonably allowing for proof of delivery if delivered by United States mail, overnight delivery service, or facsimile to a person or entity listed in Section 2110, or any other means specified by the foreign corporation, including, but not limited to, email or submission via an internet web portal that the foreign corporation has designated for the purpose of service of process.

(8) If it is a corporation that will be subject to the Insurance Code as an insurer, it shall state that fact.

(b) Annexed to the statement and designation shall be a certificate by an authorized public official of the state or place of incorporation of the corporation to the effect that the corporation is an existing corporation in good standing in that state or place or, in the case of an association, an officers' certificate stating that it is a validly organized and existing business association under the laws of a specified foreign jurisdiction.

(c) Before it may be designated by a foreign corporation as its agent for service of process, a corporate agent must comply with Section 1505.

6. Cal. Corp. Code § 2110

What constitutes valid service on corporation; Evidence of appointment of agent for service of process

Delivery by hand of a copy of any process against a foreign corporation (a) to any officer of the corporation or its general manager in this state, or if the corporation is a bank to a cashier or an assistant cashier, (b) to any natural person designated by it as agent for the service of process, or (c), if the corporation has designated a corporate agent, to any person named in the latest certificate of the corporate agent filed pursuant to Section 1505 shall constitute valid service on the corporation. A copy of the statement and designation, or a copy of the latest statement filed pursuant to Section 2117, certified by the Secretary of State, is sufficient evidence of the appointment of an agent for the service of process.