

IN THE SUPREME COURT OF THE UNITED STATES

No. A-_____

HDI GLOBAL SE,
APPLICANT

v.

LOS ANGELES COUNTY SUPERIOR COURT,
AND
C&C NORTH AMERICA, INC., D/B/A COSENTINO NORTH AMERICA,
RESPONDENTS

APPLICATION FOR EXTENSION OF TIME
WITHIN WHICH TO FILE A PETITION FOR A WRIT OF CERTIORARI
TO THE SUPREME COURT OF CALIFORNIA

To the Honorable Elena Kagan, Circuit Justice for the Ninth
Circuit:

Pursuant to 28 U.S.C. § 2101(c) and Rules 13.5, 22, and 30 of
this Court, Applicant HDI Global SE ("HDI") respectfully requests
a 60-day extension of time, to and until September 12, 2026, in
which to file a petition for a writ of certiorari. This
application is timely because it is made at least ten days before

the petition would be due. No prior application has been made in this case. In support of this request, Applicant states the following:

1. Applicant intends to seek review of the decision of the California Supreme Court's denial of its petition for a writ of mandate directing Respondent Los Angeles County Superior Court to quash service of summons and dismiss the operative Second Amended Complaint for lack of personal jurisdiction. A copy of the California Supreme Court's denial is attached hereto as Exhibit A. A copy of the Court of Appeal for the State of California's denial of the petition for a writ of mandate is attached hereto as Exhibit B. The Superior Court of the State of California's decision, which is the last reasoned decision on the motion to quash, is attached hereto as Exhibit C. The California Supreme Court issued its decision on April 15, 2026. The jurisdiction of this Court would be invoked under 28 U.S.C. § 1257(a).

2. This is an insurance coverage dispute between HDI, an insurance company existing and organized under the laws of Germany, and a subsidiary of its Spanish policyholder, Cosentino S.A.U., which is located in Almeria, Spain, and organized under Spanish law. HDI's Spanish branch, HDI Global SE Succursal en España, which is located in Madrid, Spain, issued a Spanish insurance policy (the "Master Policy"), governed by Spanish law to the policyholder. Respondent C&C North America, Inc. d/b/a Cosentino

North America, Inc. ("C&C"), a U.S. subsidiary of the policyholder, sued Petitioner HDI as well as numerous other defendants in the Los Angeles County Superior Court, case no. 24STCV18642, seeking insurance coverage for various lawsuits alleging that individuals who worked with C&C's products developed silicosis as a result (the "Stoneworker Lawsuits"). The Respondent Court denied HDI's motion to quash for lack of personal jurisdiction after concluding that HDI, a German insurance company which issued a Spanish insurance policy controlled by Spanish law to a Spanish policyholder, had purposefully availed itself of the benefits of California because it "benefitted from collecting insurance premiums calculated" based on a global coverage territory which included California, and because the Master Policy that HDI issued to the policyholder "can be interpreted as extending coverage to non-contractual claims (such as tort claims) arising in the United States and to defense costs within the limits of that indemnity." (Ex. C at p. 5.) In so holding, the Respondent Court failed to identify any cognizable affiliation between the forum state, i.e. California, and the underlying controversy, which concerns interpretation of a Spanish insurance policy issued to a Spanish policyholder in Spain that is controlled by Spanish law.

3. This Court has long held that a "court must have ... power over the parties before it (personal jurisdiction) before it can resolve a case." Lightfoot v. Cendant Mortgage Corp., 580

U.S. 82, 95 (2017). This requirement “flows ... from the Due Process Clause.” Insurance Corp. of Ireland v. Compagnie des Bauxites de Guinee, 456 U.S. 694, 702 (1982). A tribunal’s authority over a non-resident defendant “depends on the defendant’s having such contacts with the forum State that ‘the maintenance of the suit is reasonable, in the context of our federal system of government, and does not offend traditional notions of fair play and substantial justice.’” Ford Motor Co. v. Montana Eighth Judicial Dist. Court, 592 U.S. 351, 358 (2021) (citations and internal quotations omitted). A state court may exercise specific jurisdiction “over a nonresident defendant only so long as there exist ‘minimum contacts’ between the defendant and the forum State.” World-Wide Volkswagen Corp. v. Woodson, 444 U.S. 286, 291 (1980) (quoting International Shoe, 326 U.S. at 316). The requisite contacts “for this kind of jurisdiction often go by the name ‘purposeful availment.’” Ford Motor Co., 592 U.S. at 359. The defendant must take “some act by which it purposefully avails itself of the privilege of conducting activities within the forum State.’” Ibid. (quoting Hanson v. Denckla, 357 U.S. 235, 253 (1958); alteration omitted). And the plaintiff’s claims must “deriv[e] from, or [be] connected with,” those activities. See Fuld v. Palestine Liberation Org., 606 U.S. 1, 12–13 (2025). This Court has also recognized “the unique burdens placed upon one who must defend oneself in a foreign legal system should have

significant weight in assessing the reasonableness of stretching the long arm of personal jurisdiction over national borders.” Asahi Metal Indus. Co. v. Superior Court, 480 U.S. 102, 114, (1987).

4. The petition for a writ of certiorari will argue that the California court misapplied this Court’s precedents in holding that HDI is subject to personal jurisdiction in California based on the possibility that an insured might be sued there in such a way that could trigger a potential duty to defend. The petition will further argue that the California court’s decision is inconsistent with the holdings of the other states, which have held that similar insurance arrangements do not establish personal jurisdiction, and that the federal courts of appeals are split on the issue, too. Accordingly, this Court’s guidance is needed to set a national standard for whether and under what circumstances a foreign insurance carrier may be sued in a coverage action in a U.S. state where its insured may be subject to suit.

5. There is good cause for the requested extension. This case presents complex legal issues regarding due process and personal jurisdiction that are of increasing importance in light of the global nature of commerce and insurance coverage. Furthermore, Applicant’s counsel of record has had and will continue to have substantial obligations in the interim period. Among other things, Applicant’s counsel has a motion for summary

judgment in a federal coverage action due on June 30, 2026; a reply in support of a motion to dismiss due in the U.S. District Court for the Southern District of California on July 9,, 2026; a hearing on the same matter on July 16, 2026; and a brief due in the U.S. Court of Appeals for the Ninth Circuit on July 26, 2026. In addition, Sacro & Walker LLP was originally engaged solely as local counsel for purposes of the underlying Los Angeles County Superior Court lawsuit. Although the undersigned is a member of the U.S. Supreme Court bar, Sacro & Walker LLP does not maintain any substantial practice in this Court. HDI is in the process of retaining counsel with another law firm to prepare its petition for a writ of certiorari and will require additional time to do so, particularly as HDI's key decisionmakers are located overseas and will require translation and other forms of assistance.

For the foregoing reasons, Applicant requests that the time for filing a petition for a writ of certiorari in this case be extended by 60 days, to and including September 12, 2026.

Respectfully submitted.

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Facsimile: (818) 721-9670

Attorneys for Applicant HDI Global SE

Exhibit A

SUPREME COURT
FILED

Court of Appeal, Second Appellate District, Division Seven - No. B351840 APR 15 2026

Jorge Navarrete Cler

S295132

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

HDI GLOBAL SE, Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY, Respondent;

C&C NORTH AMERICA, INC., Real Party in Interest.

The petition for review is denied.

GUERRERO

Chief Justice

Exhibit B

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

COURT OF APPEAL - SECOND DIST.

SECOND APPELLATE DISTRICT

FILED

DIVISION SEVEN

Jan 28, 2026

EVA McCLINTOCK, Clerk

C.Meza

Deputy Clerk

HDI GLOBAL SE,

B351840

Petitioner,

(Super. Ct. No.
24STCV18642)

v.

THE SUPERIOR COURT OF
LOS ANGELES COUNTY,

(Laura A. Seigle, Judge)

Respondent.

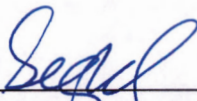
ORDER

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

Real Party in Interest.

THE COURT:

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


SEGAL, Acting P. J.


FEUER, J.



STONE, J.

Exhibit C

FILED
Superior Court of California
County of Los Angeles

12/18/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

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

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

Plaintiff,

vs.

ACE PROPERTY AND CASUALTY
INSURANCE COMPANY, et al.,

Defendants.

) Case No.: 24STCV18642

) Related Case No.: 25STCV02521

) ORDER RE HDI GLOBAL'S MOTION TO
) QUASH

) Date: December 18, 2025

) Time: 9:00 a.m.

) Dept.: SSC 17

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

4 **I. OBJECTIONS**

5 Defendant objected to the Weinblatt Declaration on the grounds that it did not state it was
6 made "under penalty of perjury under the laws of the State of California." Plaintiff filed an
7 amended Weinblatt Declaration with that language. Defendant then objected that the amended
8 declaration was not timely. That objection is overruled because Defendant did not show it was
9 prejudiced by the technical amendment to the declaration. Further, as discussed below, the policy
10 translation attached to the Weinblatt Declaration is similar enough to the policy translation
11 attached to the Felten Declaration.

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

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

14 **II. MOTION TO QUASH SERVICE OF SUMMONS**

15 A defendant may move to quash service of summons on the grounds of lack of jurisdiction
16 of the court over the defendant. (Code Civ. Proc., § 418.10, subd. (a)(1).) The court may dismiss
17 without prejudice the complaint in whole, or as to that defendant, when dismissal is made pursuant
18 to Section 418.10. (Code Civ. Proc., § 581, subd. (h).) "A court of this state may exercise
19 jurisdiction on any basis not inconsistent with the Constitution of this state or of the United
20 States." (Code Civ. Proc., § 410.10.) "The Due Process Clause protects an individual's liberty
21 interest in not being subject to the binding judgments of a forum with which he has established no
22 meaningful 'contacts, ties, or relations.' " (*Burger King Corp. v. Rudzewicz* (1985) 471 U.S. 462,
23 471-472.) A state court may not exercise personal jurisdiction over a party under circumstances
24 that would offend "traditional notions of fair play and substantial justice." (*Asahi Metal Industry*
25 *Co., Ltd., v. Superior Court of California, Solano County* (1987) 480 U.S. 102, 113.)

26 When a defendant moves to quash service of process on jurisdictional grounds, the plaintiff
27 has the initial burden of demonstrating facts justifying the exercise of jurisdiction. (*Jayone Foods,*
28 *Inc. v. Aekyung Industrial Co. Ltd.* (2019) 31 Cal.App.5th 543, 553.) "The plaintiff must provide

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

8 A defendant is subject to a state’s general jurisdiction if its contacts “are so continuance
9 and systematic as to render [it] essentially at home in the forum State.” (*Daimler AG v. Bauman*
10 (2014) 571 U.S. 117, 127.) A nonresident defendant may be subject to the specific jurisdiction of
11 the forum “if the defendant has purposefully availed himself or herself of forum benefits [citation],
12 and the ‘controversy is related to or “arises out of’ a defendant’s contacts with the forum.’
13 [Citations.]” (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 446.) This test
14 does not require a “causal relationship between the defendant's in-state activity and the litigation.”
15 (*Ford Motor Co. v. Montana Eighth Judicial District Court* (2021) 141 S.Ct. 1017, 1026.) The
16 “arise out” of standard “asks about causation,” but “relate to” does not. (*Ibid.*) “[W]hen a
17 corporation has ‘continuously and deliberately exploited [a State’s] market, it must reasonably
18 anticipate being hailed into [that State’s] court[s]’ to defend actions ‘based on’ products causing
19 injury there.” (*Id.* at p. 1027.)

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

22 **A. Purposeful Availment**

23 Defendant argues there is no purposeful availment because it has no contacts with
24 California. (Motion at p. 5.) Defendant filed a declaration from its Global Head of Claims stating
25 Defendant does not do business in California and has no other contacts in California. (Felten
26 Decl., ¶¶ 7-13. Plaintiff argues Defendant availed itself of the benefits of doing business in
27 California by contracting to cover Plaintiff for tort claims arising in California. (Opposition at p.
28

1 5.) Defendant counters that at most, the policy agrees to indemnify Plaintiff for product recall
2 costs in the United States. (Reply at p. 6.)

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

12 The policy lists Plaintiff as one of the Insured Companies. (Policy at p. 4.) The policy’s
13 General Conditions, Clause Six, states coverage “is limited to claims occurring in Spanish
14 territory.” (Policy, General Conditions, Clause Six.) The policy’s Special Conditions, Territorial
15 Scope, states (in Defendant’s translation), “In derogation of Clause Six of the General Conditions,
16 the cover of this insurance is extended to Legal Liability of a non-contractual nature for claims
17 occurring and claimed throughout the world including USA/Canada and except for those
18 coverages that establish another specific territorial scope.” (Policy at p. 15.) The policy’s Special
19 Conditions, Territorial Scope, states (in Plaintiff’s translation), “Notwithstanding Clause Six of the
20 General Conditions, the coverage of this insurance is extended to Legal Civil Liability of a non-
21 contractual nature for claims arising and asserted throughout the world, including the USA/Canada
22 and except for those coverages that establish a different territorial scope.” (Policy at p. 15.) The
23 policy’s Special Conditions, Defence and Bail Costs, states (in Defendant’s translation) that “the
24 cover extends, within the limit of indemnity agreed, to the costs of defence of the Policyholder
25 and/or Insured as well as the payment of fees and expenses of all kind for which he is responsible .
26 . . arising from the claims covered as civilly liable . . . arising from claims covered as civilly
27 liable.” (Policy at p. 16.) The policy’s Special Conditions, Costs of Defense and Imposition of
28 Bonds, states (in Plaintiff’s translation) that “coverage is extended, within the limits of the agreed

1 indemnity, to the defense costs of the Policyholder and/or Insured, as well as the payment of fees
2 and expenses of any kind to be borne by this party . . . arising from claims covered as civil
3 liability.” (Policy at p. 16.) These two Special Conditions (in both translations) can be interpreted
4 as extending coverage to non-contractual claims (such as tort claims) arising in the United States
5 and to defense costs within the limits of that indemnity.

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

12 **B. Arising Out Of Or Relating To**

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

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

22 The motion is DENIED.

23 **II. MOTION TO DISMISS FOR INCONVENIENT FORUM**

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

26 **A. Legal Standard**

27 “Forum non conveniens is an equitable doctrine invoking the discretionary power of a
28 court to decline to exercise the jurisdiction it has over a transitory cause of action when it believes

1 that the action may be more appropriately and justly tried elsewhere.” (*Stangvik v. Shiley Inc.*
2 (1991) 54 Cal.3d 744, 751.) When a court finds “in the interest of substantial justice an action
3 should be heard in a forum outside this state,” it “shall stay or dismiss the action in whole or in
4 part on any conditions that may be just.” (Code Civ. Proc., § 410.30(a).)

5 Under the traditional forum non conveniens analysis, a court must first “determine whether
6 a suitable alternative forum exists.” (*National Football League v. Fireman's Fund Insurance Co.*
7 (2013) 216 Cal.App.4th 902, 917.) A suitable alternative forum is one where the defendant is
8 subject to jurisdiction (or otherwise stipulates) and the statute of limitations would not bar the
9 plaintiff's case in that forum. (*Stangvik, supra*, 54 Cal.3d at 752 n.3.) Generally the moving party
10 must show that all defendants are subject to the other state's jurisdiction. (*American Cemwood*
11 *Corporation v. American Home Assurance Company* (2001) 87 Cal.App.4th 431, 440.) However,
12 a court may stay a case to allow the plaintiff to determine if all of the defendants are subject to
13 jurisdiction in the other state. If not, then the plaintiff may return to California and request the stay
14 be lifted. (*Hansen v. Owens-Corning Fiberglas Corporation* (1996) 51 Cal.App.4th 753, 758.)

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

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

1 **B. Suitable Alternate Forum**

2 The court in *David v. Medtronic, Inc.* (2015) 237 Cal.App.4th 734 summarized the suitable
3 forum requirement. “[A] a moving defendant seeking to establish an alternative forum is suitable
4 must show that *all* defendants are subject to jurisdiction in the proposed alternative forum.
5 [Citation.] There is some limited flexibility. In a case with 200 defendants, the moving
6 defendants were not required to establish that the alternative forum had jurisdiction over all 200.
7 Instead, the court *stayed* the action in California (rather than dismissing it) and allowed the case to
8 proceed in the alternative forum, with the understanding that the stay would be lifted if the
9 alternative forum did not, in fact, have jurisdiction over all defendants. [Citation.] That, however,
10 is a unique situation. When the moving defendant seeks dismissal of an action for forum non
11 conveniens, and there is a reasonable number of defendants, the moving defendant must establish
12 jurisdiction exists in the alternative forum over all defendants. [Citation.]” (*Id.* at p. 743.)

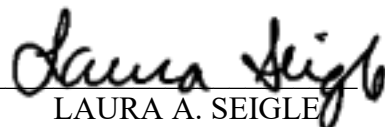
13 Defendant did not address the requirement that all of the defendants in this case must be
14 subject to the jurisdiction of the proposed alternative forum. Plaintiff sued thirteen defendants in
15 this action, making this case unlike a case with 200 defendants. This case has a reasonable
16 number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

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

24 The motion is DENIED.

25 Dated: 12/18/2025



27 

28 LAURA A. SEIGLE
 JUDGE OF THE SUPERIOR COURT
 Laura A. Seigle / Judge

IN THE SUPREME COURT OF THE UNITED STATES

No. A-_____

HDI GLOBAL SE,
APPLICANT

v.

LOS ANGELES COUNTY SUPERIOR COURT,
AND
C&C NORTH AMERICA, INC., D/B/A COSENTINO NORTH AMERICA,
RESPONDENTS

CERTIFICATE OF SERVICE

I, Lisa Burnett, hereby certify that on this 25th day of June, 2026, I caused one copy of this Application for Extension of Time Within Which to File a Petition for Writ of Certiorari to be served on each of the following by first-class mail:

Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

Hon. Laura A. Seigle, Dept. S17
Los Angeles County Superior Court
Spring Street Courthouse
312 N Spring Street
Los Angeles, CA 90012

Rukesh A. Korde, Esq.
Tyler S. Weinblatt, Esq.
COVINGTON & BURLING LLP
One CityCenter
850 Tenth Street NW
Washington, D.C. 20001
Tel: (202) 662-6000; Fax: (202) 778-5906

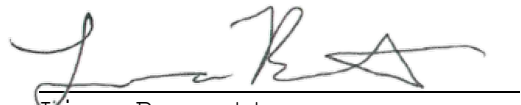
Heather Habes, Esq.
COVINGTON & BURLING LLP
1999 Avenue of the Stars
Los Angeles, California 90067
Tel: (424) 332-4800; Fax: (424) 332-4749

I further certify that all parties required to be served
have been served.

Per U.S. Supreme Court Rules 22.2 and 29.1, two copies of
the instant application have been sent via first-class mail to
the following:

Scott S. Harris
U.S. Supreme Court
1 First St. NE
Washington DC, 20543

June 25, 2026



Lisa Burnett
SACRO & WALKER LLP
700 N. Brand Blvd., Ste. 610
Glendale, CA 91203